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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 10-Q**

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**Quarterly Report Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**For the quarterly period ended September 30, 2014**

**Commission File Numbers: 333-82124-01  
333-82124-04**

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**Mediacom LLC  
Mediacom Capital Corporation\***  
(Exact names of Registrants as specified in their charters)

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**New York  
New York**  
(State or other jurisdiction of  
incorporation or organization)

**06-1433421  
06-1513997**  
(I.R.S. Employer  
Identification Numbers)

**1 Mediacom Way  
Mediacom Park, NY 10918**  
(Address of principal executive offices)

**(845) 443-2600**  
(Registrants' telephone number)

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Indicate by check mark whether the Registrants (1) have filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days.  Yes  No

Note: As voluntary filers, not subject to the filing requirements, the Registrants have filed all reports under Section 13 or 15(d) of the Exchange Act during the preceding 12 months.

Indicate by check mark whether the Registrants have submitted electronically and posted on their corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrants were required to submit and post such files).  Yes  No

Indicate by check mark whether the Registrants are large accelerated filers, accelerated filers, non-accelerated filers or smaller reporting companies. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filers  Accelerated filers   
Non-accelerated filers  Smaller reporting companies

Indicate by check mark whether the Registrants are shell companies (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

Indicate the number of shares outstanding of the Registrants' common stock: Not Applicable

\* Mediacom Capital Corporation meets the conditions set forth in General Instruction H (1) (a) and (b) of Form 10-Q and is therefore filing this form with the reduced disclosure format.

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**MEDIACOM LLC AND SUBSIDIARIES**  
**FORM 10-Q**  
**FOR THE PERIOD ENDED SEPTEMBER 30, 2014**  
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This Quarterly Report on Form 10-Q is for the three and nine months ended September 30, 2014. Any statement contained in a prior periodic report shall be deemed to be modified or superseded for purposes of this Quarterly Report to the extent that a statement herein modifies or supersedes such statement. The Securities and Exchange Commission allows us to “incorporate by reference” information that we file with them, which means that we can disclose important information by referring you directly to those documents. Information incorporated by reference is considered to be part of this Quarterly Report.

Mediacom LLC is a New York limited liability company and a wholly-owned subsidiary of Mediacom Communications Corporation, a Delaware corporation. Mediacom Capital Corporation is a New York corporation and a wholly-owned subsidiary of Mediacom LLC. Mediacom Capital Corporation was formed for the sole purpose of acting as co-issuer with Mediacom LLC of debt securities and does not conduct operations of its own.

References in this Quarterly Report to “we,” “us,” or “our” are to Mediacom LLC and its direct and indirect subsidiaries (including Mediacom Capital Corporation), unless the context specifies or requires otherwise. References in this Quarterly Report to “Mediacom” or “MCC” are to Mediacom Communications Corporation.

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**Cautionary Statement Regarding Forward-Looking Statements**

You should carefully review the information contained in this Quarterly Report and in other reports or documents that we file from time to time with the SEC.

In this Quarterly Report, we state our beliefs of future events and of our future financial performance. In some cases, you can identify those so-called “forward-looking statements” by words such as “anticipates,” “believes,” “continue,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “should” or “will,” or the negative of those and other comparable words. These forward-looking statements are not guarantees of future performance or results, and are subject to risks and uncertainties that could cause actual results to differ materially from historical results or those we anticipate as a result of various factors, many of which are beyond our control. Factors that may cause such differences to occur include, but are not limited to:

- increased levels of competition for residential and business customers from other providers including, but not limited to, direct broadcast satellite operators, local telephone companies, other cable providers, wireless communications companies and providers that offer streaming and downloading of video content over the Internet;
- lower demand for our residential and business services, which may result from increased competition, weakened economic conditions or other factors;
- our ability to contain the continued increases in video programming costs, including retransmission consent fees, or to raise video rates to offset, in whole or in part, the effects of such cost increases;
- our ability to further expand our Business Services, which has continued to make increasing contributions to our results of operations;
- our ability to successfully and timely adopt new technologies and introduce new products and services to meet customer demands and preferences;
- our ability to secure hardware, software and operational support for the delivery of products and services to consumers;
- disruptions or failures of our network and information systems, including those caused by “cyber attacks,” natural disasters or other material events outside our control;
- our reliance on certain intellectual property rights, and not infringing on the intellectual property rights of others;
- our ability to access the capital and credit markets on favorable terms, if at all, to refinance future debt maturities or provide future funding for potential strategic transactions;
- our ability to generate sufficient cash flows from operations to meet our debt service obligations;
- changes in assumptions underlying our critical accounting policies;
- changes in legislative and regulatory matters that may cause us to incur additional costs and expenses; and
- other risks and uncertainties discussed in the Annual Report for the year ended December 31, 2013 and other reports or documents that we file from time to time with the SEC.

Statements included in this Quarterly Report are based upon information known to us as of the date that this Quarterly Report is filed with the SEC, and we assume no obligation to update or alter our forward-looking statements made in this Quarterly Report, whether as a result of new information, future events or otherwise, except as required by applicable federal securities laws.

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**PART I**

**ITEM 1. FINANCIAL STATEMENTS**

**MEDIACOM LLC AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(Dollars in thousands)

	<b>September 30,</b> <b>2014</b>	<b>December 31,</b> <b>2013</b>
	<b>(Unaudited)</b>	
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 8,513	\$ 9,744
Accounts receivable, net of allowance for doubtful accounts of \$2,097 and \$2,010	47,097	53,215
Prepaid expenses and other current assets	10,393	9,485
Total current assets	66,003	72,444
Preferred membership interest in affiliated company (Note 7)	150,000	150,000
Property, plant and equipment, net of accumulated depreciation of \$1,569,648 and \$1,499,404	675,830	669,159
Franchise rights	614,731	614,731
Goodwill	23,911	23,911
Subscriber lists, net of accumulated amortization of \$118,278 and \$118,271	24	31
Other assets, net of accumulated amortization of \$7,570 and \$11,553	16,195	15,662
Total assets	<u>\$ 1,546,694</u>	<u>\$ 1,545,938</u>
<b>LIABILITIES AND MEMBER'S DEFICIT</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable, accrued expenses and other current liabilities	\$ 134,697	\$ 149,058
Accounts payable - affiliates	6,922	9,628
Deferred revenue	28,200	27,706
Current portion of long-term debt	207,375	15,250
Total current liabilities	377,194	201,642
Long-term debt, less current portion	1,225,500	1,436,750
Other non-current liabilities	4,561	12,839
Total liabilities	1,607,255	1,651,231
Commitments and contingencies (Note 10)		
<b>MEMBER'S DEFICIT</b>		
Capital contributions	319,971	321,320
Accumulated deficit	(380,532)	(426,613)
Total member's deficit	(60,561)	(105,293)
Total liabilities and member's deficit	<u>\$ 1,546,694</u>	<u>\$ 1,545,938</u>

The accompanying notes to the unaudited financial statements are an integral part of these statements.

**MEDIACOM LLC AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Dollars in thousands)  
(Unaudited)

	<b>Three Months Ended</b>		<b>Nine Months Ended</b>	
	<b>September 30,</b>		<b>September 30,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
Revenues	\$177,858	\$176,596	\$532,440	\$523,209
Costs and expenses:				
Service costs (exclusive of depreciation and amortization)	79,481	75,869	233,520	227,594
Selling, general and administrative expenses	29,824	31,105	90,763	89,365
Management fee expense	2,700	3,200	9,100	9,200
Depreciation and amortization	29,557	29,211	87,107	86,368
Operating income	36,296	37,211	111,950	110,682
Interest expense, net	(21,052)	(23,845)	(68,568)	(71,105)
Gain on derivatives, net	5,075	2,835	13,695	13,962
Loss on early extinguishment of debt (Note 6)	(23,046)	—	(23,046)	—
Investment income from affiliate (Note 7)	4,500	4,500	13,500	13,500
Other expense, net	(796)	(638)	(1,450)	(1,654)
Net income	<u>\$ 977</u>	<u>\$ 20,063</u>	<u>\$ 46,081</u>	<u>\$ 65,385</u>

The accompanying notes to the unaudited financial statements are an integral part of these statements.

**MEDIACOM LLC AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Dollars in thousands)  
(Unaudited)

	Nine Months Ended September 30,	
	2014	2013
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 46,081	\$ 65,385
Adjustments to reconcile net income to net cash flows provided by operating activities:		
Depreciation and amortization	87,107	86,368
Gain on derivatives, net	(13,695)	(13,962)
Amortization of deferred financing costs	2,895	2,373
Loss on early extinguishment of debt (Note 6)	7,047	—
Changes in assets and liabilities, net of effects from acquisitions:		
Accounts receivable, net	6,118	(1,195)
Accounts receivable - affiliates	—	(7,087)
Prepaid expenses and other assets	(1,028)	(2,580)
Accounts payable, accrued expenses and other current liabilities	(10,168)	(9,273)
Accounts payable - affiliates	(2,706)	—
Deferred revenue	494	800
Other non-current liabilities	—	(23)
Net cash flows provided by operating activities	<u>\$ 122,145</u>	<u>\$ 120,806</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Capital expenditures	\$ (93,939)	\$ (95,578)
Change in accrued property, plant and equipment	388	717
Net cash flows used in investing activities	<u>\$ (93,551)</u>	<u>\$ (94,861)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
New borrowings of bank debt	\$ 939,739	\$ 150,000
Repayment of bank debt	(608,864)	(175,000)
Redemption of senior notes	(350,000)	—
Capital distributions to parent (Note 8)	(3,500)	(3,800)
Capital distributions from parent (Note 8)	2,000	—
Financing costs	(9,878)	—
Other financing activities	678	1,104
Net cash flows used in financing activities	<u>\$ (29,825)</u>	<u>\$ (27,696)</u>
Net decrease in cash	(1,231)	(1,751)
CASH, beginning of period	9,744	9,394
CASH, end of period	<u>\$ 8,513</u>	<u>\$ 7,643</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:</b>		
Cash paid during the period for interest, net of amounts capitalized	<u>\$ 82,302</u>	<u>\$ 81,163</u>

The accompanying notes to the unaudited financial statements are an integral part of these statements.

**MEDIACOM LLC AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Unaudited)

**1. ORGANIZATION**

***Basis of Preparation of Unaudited Consolidated Financial Statements***

Mediacom LLC (“Mediacom LLC” and collectively with its subsidiaries, “we,” “our” or “us”) is a New York limited liability company wholly-owned by Mediacom Communications Corporation (“MCC”). MCC is involved in the acquisition and operation of cable systems serving smaller cities and towns in the United States, and its cable systems are owned and operated through our operating subsidiaries and those of Mediacom Broadband LLC, a Delaware limited liability company wholly-owned by MCC. As limited liability companies, we and Mediacom Broadband LLC are not subject to income taxes and, as such, are included in the consolidated federal and state income tax returns of MCC, a C corporation.

Our principal operating subsidiaries conduct all of our consolidated operations and own substantially all of our consolidated assets. Our operating subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to make funds available to us.

We have prepared these unaudited consolidated financial statements in accordance with the rules and regulations of the Securities and Exchange Commission (the “SEC”). In the opinion of management, such statements include all adjustments, consisting of normal recurring accruals and adjustments, necessary for a fair presentation of our consolidated results of operations and financial position for the interim periods presented. The accounting policies followed during such interim periods reported are in conformity with generally accepted accounting principles in the United States of America and are consistent with those applied during annual periods. For a summary of our accounting policies and other information, refer to our Annual Report on Form 10-K for the year ended December 31, 2013. The results of operations for the interim periods are not necessarily indicative of the results that might be expected for future interim periods or for the full year ending December 31, 2014.

Mediacom Capital Corporation (“Mediacom Capital”), a New York corporation wholly-owned by us, co-issued, jointly and severally with us, public debt securities. Mediacom Capital has no operations, revenues or cash flows and has no assets, liabilities or stockholders’ equity on its balance sheet, other than a one-hundred dollar receivable from an affiliate and the same dollar amount of common stock. Therefore, separate financial statements have not been presented for this entity.

Franchise fees imposed by local governmental authorities are collected on a monthly basis from our customers and are periodically remitted to the local governmental authorities. Because franchise fees are our obligation, we present them on a gross basis with a corresponding operating expense. Franchise fees reported on a gross basis amounted to approximately \$2.5 million and \$3.1 million for the three months ended September 30, 2014 and 2013, respectively, and approximately \$8.3 million and \$9.2 million for the nine months ended September 30, 2014 and 2013, respectively.

***Reclassifications***

Certain reclassifications have been made to prior year amounts to conform to the current year presentation.

**2. RECENT ACCOUNTING PRONOUNCEMENTS**

In December 2013, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update No. 2013-12 (“ASU 2013-12”) – *Definition of a Public Business Entity*. ASU 2013-12 defines a public business entity to be used in considering the scope of new financial guidance and identifies whether the guidance does or does not apply to public business entities. The Accounting Standards Codification (“ASC”) includes multiple definitions of the terms nonpublic entity and public entity. ASU 2013-12 states that an entity that is required by the SEC to file or furnish financial statements with the SEC, or does file or furnish financial statements with the SEC, is considered a public business entity. There is no effective date for ASU 2013-12. We adopted ASU 2013-12 as of December 31, 2013. We are deemed to be a public entity according to this guidance.

In May 2014, the FASB issued ASU No. 2014-09 (“ASU 2014-09”) – *Revenue from Contracts with Customers*. The guidance states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. An entity should also disclose sufficient information to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. This guidance supersedes most industry-specific guidance, including Statement of Financial Accounting Standards No. 51 – *Financial Reporting by Cable Television Companies*. ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early application is not permitted. We have not completed our evaluation of this new guidance to determine its impact on our financial statements, financial disclosures and our method of adoption.

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### 3. FAIR VALUE

The tables below set forth our financial assets and liabilities measured at fair value on a recurring basis using a market-based approach at September 30, 2014 and December 31, 2013. Our financial assets and liabilities, all of which represent interest rate exchange agreements (which we refer to as “interest rate swaps”) have been categorized according to the three-level fair value hierarchy established by ASC No. 820 – *Fair Value Measurement*, which prioritizes the inputs used in measuring fair value, as follows:

- Level 1 — Quoted market prices in active markets for identical assets or liabilities.
- Level 2 — Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3 — Unobservable inputs that are not corroborated by market data.

As of September 30, 2014, our interest rate swap liabilities, net, were valued at \$16.3 million using Level 2 inputs, as follows (dollars in thousands):

	Fair Value as of September 30, 2014			
	Level 1	Level 2	Level 3	Total
<b>Assets</b>				
Interest rate exchange agreements	\$ —	\$ —	\$ —	\$ —
<b>Liabilities</b>				
Interest rate exchange agreements	\$ —	\$16,293	\$ —	\$16,293
Interest rate exchange agreements - liabilities, net	\$ —	\$16,293	\$ —	\$16,293

As of December 31, 2013, our interest rate swap liabilities, net, were valued at \$30.0 million using Level 2 inputs, as follows (dollars in thousands):

	Fair Value as of December 31, 2013			
	Level 1	Level 2	Level 3	Total
<b>Assets</b>				
Interest rate exchange agreements	\$ —	\$ —	\$ —	\$ —
<b>Liabilities</b>				
Interest rate exchange agreements	\$ —	\$29,989	\$ —	\$29,989
Interest rate exchange agreements - liabilities, net	\$ —	\$29,989	\$ —	\$29,989

The fair value of our interest rate swaps represents the estimated amount that we would receive or pay to terminate such agreements, taking into account projected interest rates, based on quoted London Interbank Offered Rate (“LIBOR”) futures and the remaining time to maturity. While our interest rate swaps are subject to contractual terms that provide for the net settlement of transactions with counterparties, we do not offset assets and liabilities under these agreements for financial statement presentation purposes, and assets and liabilities are reported on a gross basis.

All of our interest rate swaps were in a liability position as of each of September 30, 2014 and December 31, 2013, based upon their mark-to-market valuation, and therefore no assets were recorded on our consolidated balance sheets. As of September 30, 2014, we recorded a current liability in accounts payable, accrued expenses and other current liabilities of \$13.9 million and a long-term liability in other non-current liabilities of \$2.4 million. As of December 31, 2013, we recorded a current liability in accounts payable, accrued expenses and other current liabilities of \$19.4 million and a long-term liability in other non-current liabilities of \$10.6 million.

As a result of the changes in the mark-to-market valuations on our interest rate swaps, we recorded a net gain on derivatives of \$5.1 million and \$2.8 million for the three months ended September 30, 2014 and 2013, respectively, and a net gain on derivatives of \$13.7 million and \$14.0 million for the nine months ended September 30, 2014 and 2013, respectively.

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#### 4. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following (dollars in thousands):

	September 30, 2014	December 31, 2013
Cable systems, equipment and customer devices	\$ 2,140,247	\$ 2,059,980
Furniture, fixtures and office equipment	48,585	52,157
Vehicles	38,004	37,938
Buildings and leasehold improvements	17,061	16,907
Land and land improvements	1,581	1,581
Property, plant and equipment, gross	\$ 2,245,478	\$ 2,168,563
Accumulated depreciation	(1,569,648)	(1,499,404)
Property, plant and equipment, net	<u>\$ 675,830</u>	<u>\$ 669,159</u>

#### 5. ACCOUNTS PAYABLE, ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accounts payable, accrued expenses and other current liabilities consisted of the following (dollars in thousands):

	September 30, 2014	December 31, 2013
Accounts payable - trade	\$ 31,011	\$ 24,282
Accrued programming costs	19,750	19,927
Accrued payroll and benefits	14,967	14,271
Accrued taxes and fees	14,701	16,115
Liabilities under interest rate exchange agreements	13,936	19,354
Advance customer payments	11,388	10,678
Accrued service costs	7,279	8,200
Accrued property, plant and equipment	4,311	3,923
Bank overdrafts (1)	3,703	2,866
Accrued interest	2,997	19,694
Accrued telecommunications costs	1,527	1,368
Other accrued expenses	9,127	8,380
Accounts payable, accrued expenses and other current liabilities	<u>\$ 134,697</u>	<u>\$ 149,058</u>

- (1) Bank overdrafts represent outstanding checks in excess of funds on deposit at our disbursement accounts. We transfer funds from our depository accounts to our disbursement accounts upon daily notification of checks presented for payment. Changes in bank overdrafts are reported in "other financing activities" in our Consolidated Statements of Cash Flows.

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As of September 30, 2014 and December 31, 2013, our debt consisted of (dollars in thousands):

	September 30, 2014	December 31, 2013
Bank credit facility	\$ 1,182,875	\$ 852,000
9 1/8% senior notes due 2019	—	350,000
7 1/4% senior notes due 2022	250,000	250,000
Total debt	\$ 1,432,875	\$ 1,452,000
Less: current portion	207,375	15,250
Total long-term debt	<u>\$ 1,225,500</u>	<u>\$ 1,436,750</u>

**2014 Financings**

On February 5, 2014, we entered into an amended and restated credit agreement (the “credit agreement”) under our bank credit facility (the “credit facility”) that provided for a new \$225.0 million revolving credit facility (the “new revolver”) and a new term loan in the aggregate principal amount of \$250.0 million (“Term Loan F”). The credit agreement replaced the previously existing credit agreement in its entirety, and amended a number of terms and conditions, including covenants relating to restricted payments, excess cash recapture, asset sales and acquisitions. On the same date, we borrowed the full amount under Term Loan F, the new revolver became effective, and the previous \$225.2 million revolving credit facility (the “old revolver”) was terminated. After giving effect to \$4.7 million of financing costs, net proceeds of \$245.3 million from Term Loan F, together with \$161.0 million of borrowings under the new revolver, were used to repay \$400.0 million of the principal amount outstanding under the existing Term Loan C and the entire \$6.3 million balance under the old revolver.

Borrowings under the new revolver bear interest at a floating rate or rates equal to, at our discretion, LIBOR plus a margin ranging from 2.00% to 2.75% or the Prime Rate (subject to a minimum as provided in the credit agreement) plus a margin ranging from 1.00% to 1.75%. Commitment fees on the unused portion of the new revolver are payable at a rate of 0.375% or 0.50%. The applicable margin and commitment fees charged are determined by certain financial ratios pursuant to the credit agreement. The new revolver is scheduled to expire on February 5, 2019.

Borrowings under Term Loan F bear interest at a floating rate or rates equal to, at our discretion, LIBOR plus a margin of 2.50% or the Prime Rate (subject to a minimum as provided in the credit agreement) plus a margin of 1.50%. Term Loan F matures on March 31, 2018 and, since June 30, 2014, has been subject to quarterly principal reductions of \$0.6 million, representing 0.25% of the original principal amount, with a final payment at maturity of \$240.6 million, representing 96.25% of the original principal amount.

On August 15, 2014, we entered into an incremental facility term loan agreement under the credit agreement that provided for a new \$350.0 million term loan (“Term Loan G”) and, on the same date, borrowed the full amount under Term Loan G. After giving effect to \$5.2 million of financing costs, net proceeds of \$344.8 million were used to substantially fund the redemption of the entire \$350 million principal amount outstanding under our existing 9 1/8% senior notes due August 2019 (“the 9 1/8% Notes”).

Borrowings under Term Loan G bear interest at a floating rate or rates equal to, at our discretion, LIBOR plus a margin of 3.00%, subject to a minimum LIBOR of 0.75%, or the Prime Rate plus a margin of 2.00%, subject to a minimum Prime Rate of 1.75%. For any quarterly period ending on or after September 30, 2014 in which our operating subsidiaries’ total leverage ratio (as defined and calculated as provided in the credit agreement, giving pro forma effect to the borrowing of Term Loan G as if it occurred on July 1, 2014) is 3.5 to 1.0 or below, the margin on LIBOR and Prime Rate borrowings will be reduced to 2.75% and 1.75%, respectively. Term Loan G matures on June 30, 2021 and, commencing on December 31, 2014, is subject to quarterly principal reductions of \$0.9 million, representing 0.25% of the original principal amount, with a final payment at maturity of \$327.3 million, representing 93.50% of the original principal amount.

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### ***Bank Credit Facility***

As of September 30, 2014, we maintained a \$1.262 billion credit facility, comprising:

- \$225.0 million of revolving credit commitments, which expire on February 5, 2019;
- \$198.9 million of outstanding borrowings under Term Loan C, which matures on January 31, 2015;
- \$239.4 million of outstanding borrowings under Term Loan E, which matures on October 23, 2017;
- \$248.8 million of outstanding borrowings under Term Loan F, which matures on March 31, 2018; and
- \$350.0 million of outstanding borrowings under Term Loan G, which matures on June 30, 2021.

As of September 30, 2014, we had \$70.2 million of unused revolving credit commitments, all of which were available to be borrowed and used for general corporate purposes, after giving effect to \$145.9 million of outstanding loans and \$8.9 million of letters of credit issued thereunder to various parties as collateral.

The credit facility is collateralized by our ownership interests in our operating subsidiaries and is guaranteed by us on a limited recourse basis to the extent of such ownership interests. The credit agreement requires our operating subsidiaries to maintain a total leverage ratio (as defined in the credit agreement) of no more than 5.0 to 1.0 and an interest coverage ratio (as defined in the credit agreement) of no less than 2.0 to 1.0. For all periods through September 30, 2014, our operating subsidiaries were in compliance with all covenants under the credit agreement.

On February 5, 2014, we repaid \$400.0 million of principal amount outstanding under Term Loan C with proceeds from borrowings under Term Loan F and our revolving credit commitments, and in March, June and September 2014, we repaid \$0.5 million, \$4.5 million and \$0.6 million, respectively, under Term Loan C with internally generated funds. We plan to repay the remaining \$198.9 million balance under Term Loan C on, or prior to, its scheduled maturity of January 31, 2015 through some combination of internally generated funds, borrowings under our revolving credit commitments, proceeds received from future financing transactions and funds made available to us by our parent, MCC.

### ***Interest Rate Swaps***

We have entered into several interest rate swaps with various banks to fix the variable rate of borrowings to reduce the potential volatility in our interest expense that may result from changes in market interest rates. Our interest rate swaps have not been designated as hedges for accounting purposes, and have been accounted for on a mark-to-market basis as of, and for the three and nine months ended, September 30, 2014 and 2013.

As of September 30, 2014, we had interest rate swaps that fixed the variable rate of \$700 million of borrowings at a rate of 3.0%, of which \$400 million and \$300 million expire during December 2014 and 2015, respectively. As of the same date, we also had forward starting interest rate swaps that will fix the variable rate of \$200 million of borrowings at a rate of 3.0% for a one year period commencing December 2014.

As of September 30, 2014, the weighted average interest rate on outstanding borrowings under the credit facility, including the effect of our interest rate swaps, was 4.5%.

### ***Senior Notes***

As of September 30, 2014, we had \$250 million of outstanding senior notes, all of which comprised our 7 1/4% senior notes due February 2022 (the "7 1/4% Notes"). Our senior notes are unsecured obligations, and the indenture governing the 7 1/4% Notes (the "indenture") limits the incurrence of additional indebtedness based upon a maximum debt to operating cash flow ratio (as defined in the indenture) of 8.5 to 1.0. For all periods through September 30, 2014, we were in compliance with all covenants under the indenture.

On July 16, 2014, we called for the redemption of the entire \$350.0 million principal amount outstanding under the 9 1/8% Notes. On August 15, 2014, the 9 1/8% Notes were redeemed at a price equal to \$1,045.63 for each \$1,000 principal amount outstanding, for an aggregate redemption price of \$366.0 million, which was funded with proceeds from the issuance of Term Loan G and borrowings under our revolving credit commitments. As a result of the redemption of the 9 1/8% Notes, we recorded in our consolidated statements of operations a loss on early extinguishment of debt of \$23.0 million for the three and nine months ended September 30, 2014, which represented the \$16.0 million redemption price paid above par and the write-off of \$7.0 million of unamortized financing costs.

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***Other Assets***

Other assets, net, primarily include financing costs and original issue discount incurred to raise debt, which are deferred and amortized as interest expense over the expected term of such financings. Original issue discount, as recorded in other assets, net, was \$2.8 million and \$5.3 million as of September 30, 2014 and December 31, 2013, respectively.

***Debt Ratings***

MCC's corporate credit rating is B1 by Moody's, with a positive outlook, and BB- by Standard and Poor's ("S&P"), with a stable outlook. Our senior unsecured rating is B3 by Moody's, with a positive outlook, and B by S&P, with a stable outlook. There are no covenants, events of default, borrowing conditions or other terms in the credit agreement or indentures that are based on changes in our credit rating assigned by any rating agency.

***Fair Value***

As of September 30, 2014 and December 31, 2013, the fair values of our senior notes and outstanding debt under the credit facility (which were calculated based upon market prices of such issuances in an active market when available) were as follows (dollars in thousands):

	<u>September 30, 2014</u>	<u>December 31, 2013</u>
9 1/8% senior notes due 2019	\$ —	\$ 380,188
7 1/4% senior notes due 2022	263,125	266,250
Total senior notes	<u>\$ 263,125</u>	<u>\$ 646,438</u>
Bank credit facility	<u>\$ 1,160,751</u>	<u>\$ 850,336</u>

**7. PREFERRED MEMBERSHIP INTEREST IN AFFILIATED COMPANY**

In July 2001, we made a \$150 million preferred membership investment in Mediacom Broadband LLC, which has a 12% annual dividend, payable quarterly in cash. We received \$4.5 million in cash dividends on the preferred membership interest during each of the three months ended September 30, 2014 and 2013, and \$13.5 million during each of the nine months ended September 30, 2014 and 2013.

**8. MEMBER'S DEFICIT**

As a wholly-owned subsidiary of MCC, our business affairs, including our financing decisions, are directed by MCC. See Note 9.

Capital contributions from parent and capital distributions to parent are reported on a gross basis in the Consolidated Statements of Cash Flows. We received capital contributions from parent in cash of \$2.0 million during the nine months ended September 30, 2014, and made capital distributions to parent in cash of \$3.5 million and \$3.8 million during the nine months ended September 30, 2014 and 2013, respectively.

**9. RELATED PARTY TRANSACTIONS**

MCC manages us pursuant to management agreements with our operating subsidiaries. Under such agreements, MCC has full and exclusive authority to manage our day to day operations and conduct our business. We remain responsible for all expenses and liabilities relating to the construction, development, operation, maintenance, repair and ownership of our systems.

As compensation for the performance of its services, subject to certain restrictions, MCC is entitled to receive management fees in an amount not to exceed 4.5% of the annual gross operating revenues of our operating subsidiaries, and is also entitled to the reimbursement of all expenses necessarily incurred in its capacity as manager. MCC charged us management fees of \$2.7 million and \$3.2 million for the three months ended September 30, 2014 and 2013, respectively, and \$9.1 million and \$9.2 million for the nine months ended September 30, 2014 and 2013, respectively.

We are a preferred equity investor in Mediacom Broadband LLC. See Note 7.

## **10. COMMITMENTS AND CONTINGENCIES**

### ***Legal Proceedings***

We are involved in various legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position, results of operations, cash flows or business.

## **11. GOODWILL AND OTHER INTANGIBLE ASSETS**

In accordance with the FASB's Accounting Standards Codification No. 350 — *Intangibles — Goodwill and Other* ("ASC 350"), the amortization of goodwill and indefinite-lived intangible assets is prohibited and requires such assets to be tested annually for impairment, or more frequently if impairment indicators arise. We have determined that our cable franchise rights and goodwill are indefinite-lived assets and therefore not amortizable.

We last evaluated the qualitative factors surrounding our Mediacom LLC reporting unit as of October 1, 2013, which has negative equity carrying value, and did not believe that it was "more likely than not" that a goodwill impairment existed at that time. As such, we did not perform Step 2 of the goodwill impairment test.

Because we believe there has not been a meaningful change in the long-term fundamentals of our business during the first nine months of 2014, we determined that there has been no triggering event under ASC 350 and, as such, no interim impairment test was required as of September 30, 2014.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our unaudited consolidated financial statements as of, and for the three and nine months ended, September 30, 2014 and 2013, and with our annual report on Form 10-K for the year ended December 31, 2013.

### Overview

We are a wholly-owned subsidiary of Mediacom Communications Corporation ("MCC"), the nation's eighth largest cable company based on the number of customers who purchase one or more video services, also known as video customers. As of September 30, 2014, we served approximately 396,000 video customers, 443,000 high-speed data ("HSD") customers and 179,000 phone customers, aggregating 1.02 million primary service units ("PSUs").

We provide residential and commercial customers with a wide variety of services, including video, HSD and phone. We believe our customers prefer the cost savings of the bundled services we offer, as well as the convenience of having a single provider contact for ordering, provisioning, billing and customer care. We also provide network and transport services to medium- and large-sized businesses, governments, and educational institutions, including cell tower backhaul for wireless telephone providers, and sell advertising time to local, regional and national advertisers.

Over the past several years, losses in our residential video customer base have been primarily responsible for slower growth in our residential revenues, while we have rapidly increased our business services revenues through customer gains. We expect to continue to grow revenues through customer additions in business services and, to a lesser extent, in residential services. Business services revenues are expected to grow through HSD and phone sales to small- and medium-sized businesses and a greater number of cell tower backhaul sites and large enterprise customers. Revenues from residential services are expected to grow as a result of HSD and phone customer growth, and greater revenue per PSU, as more HSD customers take higher speed tiers and our wireless home gateway service and more video customers take our digital video recorder ("DVR") and other advanced video services.

Our recent performance has been affected by softer than expected economic conditions in a post-recession period and significant video competition. We believe the slow economic recovery from the recession, including the uneven gains in consumer spending, household income, occupied housing, and new housing starts, has largely contributed to lower sales and connect activity for all of our residential services and negatively impacted our residential customer and revenue growth. While we expect improvement as the economy recovers further, a continuation or broadening of such effects may adversely impact our results of operations, cash flows and financial position.

Our residential video service principally competes with direct broadcast satellite ("DBS") providers, who offer video programming substantially similar to ours. Over the past several years, we have experienced meaningful video customer losses, as DBS competitors have deployed aggressive marketing campaigns, including deeply discounted promotional packages, more advanced customer premise equipment and exclusive sports programming. Recently, the overall focus in our residential services reflects a greater emphasis on higher quality customer relationships, concentrating sales and marketing more on single family homes, which we believe are more likely to purchase multiple services and stay with us longer. We have generally reduced tactical discounts for customers not likely to purchase two or more services or to stay with us for an extended period. Our recent introduction of next generation set-tops and an interactive guide are aimed at regaining video market share. If we are unsuccessful with this strategy and cannot offset video customer losses through higher average unit pricing and greater penetration of our advanced video services, we may experience future annual declines in video revenues.

Our residential HSD service competes primarily with digital subscriber line ("DSL") services offered by local phone companies, or local exchange carriers ("LECs"). Based upon the speeds we offer, we believe our HSD service is generally superior to DSL offerings in our service areas. As consumers' bandwidth requirements have dramatically increased in the past few years, a trend many industry experts expect to continue, we believe our ability to offer a HSD service today with downstream speeds of up to 150Mbps in substantially all of our service areas gives us a competitive advantage compared to the DSL service offered by the local telephone companies. We expect to continue to grow HSD revenues through residential customer growth and more customers taking higher HSD speed tiers and our wireless home gateway service.

Our residential phone service mainly competes with substantially comparable phone services offered by LECs and cellular phone services offered by national wireless providers. If we are unable to grow residential phone customers at a rate sufficient to offset unit pricing pressure caused by such competition, or at all, we may experience declines in phone revenues.

Our business services, including cell tower backhaul, largely compete with LECs. Developments and advancements in products and services by new, emerging companies may intensify competition. We have experienced strong growth rates of business services revenues in the past several years, which we believe will continue.

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We face significant competition in our advertising business from a wide range of national, regional and local competitors. Competition will likely elevate as new formats for advertising are introduced into our markets. We compete for advertising revenues principally against local broadcast stations, national cable and broadcast networks, radio, newspapers, magazines, outdoor display and Internet companies. Advertising revenues are sensitive to the political election cycle, and we believe advertising revenues may increase for the full year 2014, as this is an election year.

Video programming has represented our single largest expense in recent years, and we have experienced substantial increases in video programming costs per video customer, particularly for sports and local broadcast programming, well in excess of the inflation rate or the change in the consumer price index. We expect to experience high single- to low-double digit growth in video programming costs per video customer in 2014, similar to our experience in 2013. We also believe these expenses will continue to grow at a significant rate in the future because of the demands of large media conglomerates or other owners of most of the popular cable networks and major market local broadcast stations, and of large independent television broadcast groups, who own or control a significant number of local broadcast stations across the country and, in some cases, own or negotiate for multiple stations in the same market. Moreover, many of those powerful owners of programming require us to purchase their networks and stations in bundles and effectively dictate how we offer them to our customers, given the contractual economic penalties if we fail to comply. Consequently, we have little or no ability to individually or selectively negotiate for networks or stations, to forego purchasing networks or stations that generate low customer interest, to offer sports programming services, such as ESPN and regional sports networks, on one or more separate tiers, or to offer networks or stations on an a la carte basis to give our customers more choice and potentially lower their costs. While such growth in programming expenses can be offset, in whole or in part, by rate increases, we expect our video gross margins will continue to decline if increases in programming costs outpace any growth in video revenues.

### **2014 Financings**

On February 5, 2014, we entered into a new \$225 million revolving credit facility, terminated our existing revolving credit commitments, and completed a new term loan in the aggregate principal amount of \$250 million ("Term Loan F"). On the same date, we repaid \$400 million of principal amount outstanding under an existing term loan with net proceeds from such new term loan and borrowings under our revolving credit commitments. On August 15, 2014, we completed a new term loan in the aggregate principal amount of \$350 million ("Term Loan G") and, on the same date, used the net proceeds to substantially fund the redemption of the entire \$350 million principal amount outstanding under our 9 1/8% senior notes due August 2019 (the "9 1/8% Notes"). See "Liquidity and Capital Resources — Capital Structure — 2014 Financings" and Note 6 in our Notes to Consolidated Financial Statements.

### **Revenues**

#### *Video*

Video revenues primarily represent monthly subscription fees charged to residential video customers, which vary according to the level of service and equipment taken, and revenue from the sale of video-on-demand content and pay-per-view events. Video revenues also include installation, reconnection and wire maintenance fees, franchise and late payment fees, and other ancillary revenues.

#### *HSD*

HSD revenues primarily represent monthly subscription fees charged to residential HSD customers, which vary according to the level of HSD service and equipment taken.

#### *Phone*

Phone revenues principally represent monthly subscription fees charged to residential phone customers for our phone service.

#### *Business Services*

Business services revenues primarily represent monthly fees charged to commercial video, HSD and phone customers, which vary according to the level of service taken, and fees charged to medium- and large-sized businesses, governments and educational institutions, including revenues from cell tower backhaul and enterprise class services.

#### *Advertising*

Advertising revenues primarily represent revenues from selling advertising time we receive under programming license agreements to local, regional and national advertisers for the placement of commercials on channels offered on our video services.

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### **Costs and Expenses**

#### *Service Costs*

Service costs consist of the costs related to providing and maintaining services to our customers. Significant service costs comprise video programming; HSD service, including bandwidth connectivity; phone service, including leased circuits and long distance; our enterprise networks business, including leased access; technical personnel who maintain the cable network, perform customer installation activities and provide customer support; network operations center; utilities, including pole rental; and field operations, including outside contractors, vehicle fuel and maintenance and leased fiber for regional fiber networks.

Programming costs, which are generally paid on a per video customer basis, have historically represented our single largest expense. In recent years, we have experienced substantial increases in the per-unit cost of programming, which we believe will continue to grow due to the increasing contractual rates and retransmission consent fees demanded by large programmers and independent broadcasters. Our HSD costs fluctuate depending on customers' bandwidth consumption and customer growth. Phone service costs are mainly determined by network configuration, customers' long distance usage and net termination payments to other carriers. Our other service costs generally rise as a result of customer growth and inflationary cost increases for personnel, outside vendors and other expenses. Personnel and related support costs may increase as the percentage of expenses that we capitalize declines due to lower levels of new service installations. We anticipate that service costs, with the exception of programming expenses, will remain fairly consistent as a percentage of our revenues.

#### *Selling, General and Administrative Expenses*

Significant selling, general and administrative expenses comprise call center, customer service, marketing, business services, support and administrative personnel; franchise fees and other taxes; bad debt; billing; marketing; advertising; and general office administration. These expenses generally rise due to customer growth and inflationary cost increases for personnel, outside vendors and other expenses. We anticipate that selling, general and administrative expenses will remain fairly consistent as a percentage of our revenues.

Service costs and selling, general and administrative expenses exclude depreciation and amortization, which we present separately.

#### *Management Fee Expense*

Management fee expense reflects compensation paid to MCC for the performance of services it provides us in accordance with management agreements between MCC and our operating subsidiaries.

### **Use of Non-GAAP Financial Measures**

"OIBDA" is not a financial measure calculated in accordance with generally accepted accounting principles ("GAAP") in the United States. We define OIBDA as operating income before depreciation and amortization. OIBDA has inherent limitations as discussed below.

OIBDA is one of the primary measures used by management to evaluate our performance and to forecast future results. We believe OIBDA is useful for investors because it enables them to assess our performance in a manner similar to the methods used by management, and provides a measure that can be used to analyze value and compare the companies in the cable industry. A limitation of OIBDA, however, is that it excludes depreciation and amortization, which represents the periodic costs of certain capitalized tangible and intangible assets used in generating revenues in our business. Management uses a separate process to budget, measure and evaluate capital expenditures.

OIBDA should not be regarded as an alternative to operating income or net income as an indicator of operating performance, or to the statement of cash flows as a measure of liquidity, nor should it be considered in isolation or as a substitute for financial measures prepared in accordance with GAAP. We believe that operating income is the most directly comparable GAAP financial measure to OIBDA.

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**Actual Results of Operations**

*Three and Nine Months Ended September 30, 2014 compared to Three and Nine Months Ended September 30, 2013*

The table below sets forth our consolidated statements of operations and OIBDA for the three and nine months ended September 30, 2014 and 2013 (dollars in thousands and percentage changes that are not meaningful are marked NM):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2014	2013	% Change	2014	2013	% Change
Revenues	\$177,858	\$176,596	0.7%	\$532,440	\$523,209	1.8%
Costs and expenses:						
Service costs	79,481	75,869	4.8%	233,520	227,594	2.6%
Selling, general and administrative expenses	29,824	31,105	(4.1%)	90,763	89,365	1.6%
Management fee expense	2,700	3,200	(15.6%)	9,100	9,200	(1.1%)
Depreciation and amortization	29,557	29,211	1.2%	87,107	86,368	0.9%
Operating income	36,296	37,211	(2.5%)	111,950	110,682	1.1%
Interest expense, net	(21,052)	(23,845)	(11.7%)	(68,568)	(71,105)	(3.6%)
Gain on derivatives, net	5,075	2,835	NM	13,695	13,962	NM
Loss on early extinguishment of debt	(23,046)	—	NM	(23,046)	—	NM
Investment income from affiliate	4,500	4,500	NM	13,500	13,500	NM
Other expense, net	(796)	(638)	NM	(1,450)	(1,654)	NM
Net income	<u>\$ 977</u>	<u>\$ 20,063</u>	<u>(95.1%)</u>	<u>\$ 46,081</u>	<u>\$ 65,385</u>	<u>(29.5%)</u>
OIBDA	<u>\$ 65,853</u>	<u>\$ 66,422</u>	<u>(0.9%)</u>	<u>\$199,057</u>	<u>\$197,050</u>	<u>1.0%</u>

The table below represents a reconciliation of OIBDA to operating income, which we believe is the most directly comparable GAAP measure (dollars in thousands):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2014	2013	% Change	2014	2013	% Change
OIBDA	\$ 65,853	\$ 66,422	(0.9%)	\$199,057	\$197,050	1.0%
Depreciation and amortization	(29,557)	(29,211)	1.2%	(87,107)	(86,368)	0.9%
Operating income	<u>\$ 36,296</u>	<u>\$ 37,211</u>	<u>(2.5%)</u>	<u>\$111,950</u>	<u>\$110,682</u>	<u>1.1%</u>

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**Revenues**

The tables below set forth our revenues and selected customer and average monthly revenue statistics as of, and for the three and nine months ended, September 30, 2014 and 2013 (dollars in thousands, except per unit data):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2014	2013	% Change	2014	2013	% Change
Video	\$ 86,374	\$ 89,424	(3.4%)	\$261,121	\$265,972	(1.8%)
HSD	54,777	51,444	6.5%	162,530	152,206	6.8%
Phone	14,037	14,800	(5.2%)	42,847	44,815	(4.4%)
Business services	18,610	16,788	10.9%	54,597	48,822	11.8%
Advertising	4,060	4,140	(1.9%)	11,345	11,394	(0.4%)
Total	<u>\$177,858</u>	<u>\$176,596</u>	<u>0.7%</u>	<u>\$532,440</u>	<u>\$523,209</u>	<u>1.8%</u>
Average total monthly revenue per PSU (1)	\$ 58.12	\$ 57.15	1.7%	\$ 57.86	\$ 56.83	1.8%

(1) Represents average total monthly revenues for the period divided by average PSUs for such period.

	September 30,		% Change
	2014	2013	
Video customers	396,000	425,000	(6.8%)
HSD customers	443,000	427,000	3.7%
Phone customers	179,000	176,000	1.7%
Primary service units (PSUs)	<u>1,018,000</u>	<u>1,028,000</u>	<u>(1.0%)</u>

Revenues increased 0.7% and 1.8% for the three and nine months ended September 30, 2014, respectively, primarily due to greater HSD and, to a lesser extent, business services revenues, mostly offset by declines in video and, to a lesser extent, phone revenues. Average total monthly revenue per PSU increased 1.7% to \$58.12 and 1.8% to \$57.86 for the three and nine months ended September 30, 2014, respectively.

*Video*

Video revenues decreased 3.4% and 1.8% for the three and nine months ended September 30, 2014, respectively, mainly a result of residential video customer losses, offset in part by rate adjustments and, to a lesser extent, greater installation fee revenues. We lost 8,000 and 21,000 video customers during the three and nine months ended September 30, 2014, compared to declines of 9,000 and 17,000, respectively, in the comparable prior year periods. As of September 30, 2014, we served 396,000 video customers, or 30.3% of our estimated homes passed. As of the same date, 61.6% of our video customers were digital customers, and 46.9% of our digital customers took our DVR service.

*HSD*

HSD revenues grew 6.5% and 6.8% for the three and nine months ended September 30, 2014, respectively, primarily due to residential HSD customer growth and, to a much lesser extent, revenues from data usage overage charges, which were implemented in late 2013, and a greater number of customers taking our wireless home gateway service. We gained 4,000 and 12,000 HSD customers during the three and nine months ended September 30, 2014, respectively, compared to increases of 3,000 and 17,000, respectively, in the comparable prior year periods. As of September 30, 2014, we served 443,000 HSD customers, or 33.9% of our estimated homes passed, and 30.2% of our HSD customers took our wireless home gateway service.

*Phone*

Phone revenues decreased 5.2% and 4.4% for the three and nine months ended September 30, 2014, respectively, principally due to lower revenues per phone customer. Phone customer growth was flat during the each of the three and nine months ended September 30, 2014, compared to increases of 2,000 and 10,000, respectively in the comparable prior year periods. As of September 30, 2014, we served 179,000 phone customers, or 13.7% of our estimated homes passed.

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### *Business Services*

Business services revenues rose 10.9% and 11.8% for the three and nine months ended September 30, 2014, respectively, principally due to small- to medium-sized commercial customer growth.

### *Advertising*

Advertising revenues declined 1.9% and 0.4% for the three and nine months ended September 30, 2014, respectively, mainly due to lower levels of automotive and other local advertising.

### *Costs and Expenses*

#### *Service Costs*

Service costs increased 4.8% for the three months ended September 30, 2014, primarily due to higher programming and field operating expenses. Programming expenses increased 3.8%, mainly due to higher contractual rates charged by our programming vendors and greater retransmission consent fees charged by local broadcasters, offset in part by video customer losses. Field operating expenses grew 7.5%, principally due to a greater use of outside contractors for customer installations. Service costs as a percentage of revenues were 44.7% and 43.0% for the three months ended September 30, 2014 and 2013, respectively.

Service costs increased 2.6% for the nine months ended September 30, 2014, principally due to higher programming and, to a lesser extent, HSD delivery expenses, offset in part by lower phone service delivery expenses. Programming expenses increased 2.3%, mainly due to greater retransmission consent fees charged by local broadcasters and higher contractual rates charged by our programming vendors, offset in part by video customer losses. HSD delivery expenses rose 24.0%, primarily due to a greater number of equipment maintenance contracts and higher bandwidth consumption by our HSD customers. Phone service delivery costs fell 14.3% principally due to lower connectivity costs and long distance rates. Service costs as a percentage of revenues were 43.9% and 43.5% for the nine months ended September 30, 2014 and 2013, respectively.

#### *Selling, General and Administrative Expenses*

Selling, general and administrative expenses declined 4.1% for the three months ended September 30, 2014, mainly due to lower taxes and fees and, to a lesser extent, marketing and bad debt expenses. Taxes and fees fell 23.1%, primarily due to lower franchise fees associated with the decline in video revenues and decreased property taxes in certain of our service areas. Marketing expenses declined 5.5%, mainly due to reductions in retail marketing and telemarketing. Bad debt expense decreased 8.2%, principally due to a lower number of written off accounts. Selling, general and administrative expenses as a percentage of revenues were 16.8% and 17.6% for the three months ended September 30, 2014 and 2013, respectively.

Selling, general and administrative expenses increased 1.6% for the nine months ended September 30, 2014, mainly due to higher bad debt, office and employee expenses, offset in part by lower taxes and fees. Bad debt expense rose 8.0%, principally due to the aging of certain business customer accounts. Office expenses grew 7.2%, primarily due to higher equipment maintenance and cleaning costs. Employee costs increased 2.1%, largely as a result of the re-designation of certain business services employees as service costs. Taxes and fees declined 7.8%, primarily due to lower franchise fees associated with the decline in video revenues and decreased property taxes in certain of our service areas. Selling, general and administrative expenses as a percentage of revenues were 17.0% and 17.1% for the nine months ended September 30, 2014 and 2013, respectively.

#### *Management Fee Expense*

Management fee expense declined 15.6% and 1.1% for the three and nine months ended September 30, 2014, respectively, reflecting lower fees charged by MCC. Management fee expense as a percentage of revenues was 1.5% and 1.8% for the three months ended September 30, 2014 and 2013, respectively, and 1.7% and 1.8% for the nine months ended September 30, 2014 and 2013, respectively.

#### *Depreciation and Amortization*

Depreciation and amortization was 1.2% and 0.9% higher for the three and nine months ended September 30, 2014, respectively, as the depreciation of investments in customer premise equipment, HSD bandwidth expansion and our business services offerings were substantially offset by certain assets becoming fully depreciated.

### *OIBDA*

OIBDA declined 0.9% for the three months ended September 30, 2014, as higher service costs were mostly offset by greater revenues and the decrease in selling, general and administrative expenses and, to a lesser extent, management fees.

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OIBDA grew 1.0% for the nine months ended September 30, 2014, as the increase in revenues and, to a much lesser extent, the decline in selling, general and administrative expenses were mostly offset by greater service costs.

### ***Operating Income***

Operating income was 2.5% lower for the three months ended September 30, 2014, as a result of the decline in OIBDA and higher depreciation and amortization.

Operating income increased 1.1% for the nine months ended September 30, 2014, as the growth in OIBDA was offset in part by higher depreciation and amortization.

### ***Interest Expense, Net***

Interest expense, net, fell 11.7% and 3.6% for the three and nine months ended September 30, 2014, respectively, mainly due to lower average outstanding indebtedness and, for the three months ended September 30, 2014, a lower cost of debt.

### ***Gain on Derivatives, Net***

As a result of the changes in the mark-to-market valuations on these interest rate swaps, based on information provided by our counterparties, we recorded a net gain on derivatives of \$5.1 million and \$2.8 million for the three months ended September 30, 2014 and 2013, respectively, and \$13.7 million and \$14.0 million for the nine months ended September 30, 2014 and 2013, respectively. See Notes 3 and 6 in our Notes to Consolidated Financial Statements.

### ***Loss on Early Extinguishment of Debt***

Loss on early extinguishment of debt totaled \$23.0 million for the three and nine months ended September 30, 2014, which represented the \$16.0 million redemption price paid above par and the write-off of \$7.0 million of unamortized financing costs associated with the 9 1/8% Notes.

### ***Investment Income from Affiliate***

Investment income from affiliate was \$4.5 million for each of the three months ended September 30, 2014 and 2013, and \$13.5 million for each of the nine months ended September 30, 2014 and 2013. These amounts represent the investment income on our \$150.0 million preferred membership interest in Mediacom Broadband LLC. See Note 7 in our Notes to Consolidated Financial Statements.

### ***Other Expense, Net***

Other expense, net, was \$0.8 million for the three months ended September 30, 2014, representing \$0.4 million of commitment fees related to the delayed funding of Term Loan G, \$0.1 million of revolving credit commitment fees and \$0.3 million of other fees, and \$0.6 million for the three months ended September 30, 2013, representing \$0.4 million of revolving credit commitment fees and \$0.2 million of other fees.

Other expense, net, was \$1.5 million for the nine months ended September 30, 2014, representing \$0.5 million of revolving credit commitment fees, \$0.4 million of commitment fees related to the delayed funding of Term Loan G and \$0.6 million of other fees, and \$1.7 million for the nine months ended September 30, 2013, representing \$1.0 million of revolving credit commitment fees and \$0.7 million of other fees.

### ***Net Income***

As a result of the factors described above, we recognized net income of \$1.0 million and \$20.1 million for the three months ended September 30, 2014 and 2013, respectively, and \$46.1 million and \$65.4 million for the nine months ended September 30, 2014 and 2013, respectively.

### **Liquidity and Capital Resources**

Our net cash flows provided by operating activities are primarily used to fund investments to enhance the capacity and reliability of our network and further expand our products and services, as well as for scheduled repayments of our indebtedness and periodic distributions to MCC. As of September 30, 2014, our near-term liquidity requirements included scheduled term loan principal repayments of \$2.6 million during the remainder of 2014, and the remaining \$198.9 million balance under Term Loan C, which has a scheduled maturity of January 31, 2015. As of the same date, our sources of liquidity included \$8.5 million of cash and \$70.2 million of unused and available commitments under our \$225.0 million revolving credit facility, after giving effect to \$145.9 million of outstanding loans and \$8.9 million of letters of credit issued to various parties as collateral.

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On February 5, 2014, we repaid \$400.0 million of principal amount outstanding under Term Loan C with proceeds from borrowings under a new term loan and our revolving credit commitments, and in March, June and September 2014, we repaid \$0.5 million, \$4.5 million and \$0.6 million, respectively, under Term Loan C with internally generated funds. As of September 30, 2014, the remaining balance under Term Loan C was \$198.9 million.

We plan to repay the remaining balance under Term Loan C on, or prior to, its scheduled maturity of January 31, 2015 through some combination of internally generated funds, borrowings under our revolving credit commitments, proceeds received from future financing transactions and funds made available to us by our parent, MCC.

We believe that cash generated by, or available to, us will be sufficient to meet our other anticipated capital and liquidity needs, including the repayment of the remaining balance under Term Loan C, for the next twelve months. In the longer term, we may not generate sufficient net cash flows from operations to fund our maturing term loans and senior notes. If we are unable to obtain sufficient future financing on acceptable terms, or at all, we may need to take other actions to conserve or raise capital that we would not take otherwise. However, we have accessed the debt markets for significant amounts of capital in the past, including the issuance of new term loans in 2014, and expect to continue to be able to access these markets in the future as necessary.

### *Net Cash Flows Provided by Operating Activities*

Net cash flows provided by operating activities were \$122.1 million for the nine months ended September 30, 2014, primarily due to OIBDA of \$199.1 million and, to a much lesser extent, investment income from affiliate of \$13.5 million, offset in part by interest expense of \$68.6 million and the \$7.3 million net change in our operating assets and liabilities. The net change in our operating assets and liabilities was primarily due to decreases in accounts payable, accrued expenses and other current liabilities of \$10.2 million, in accounts payable to affiliates of \$2.7 million and an increase in prepaid expenses and other assets of \$1.0 million, offset in part by a decline in accounts receivable, net, of \$6.1 million and an increase in deferred revenue of \$0.5 million.

Net cash flows provided by operating activities were \$120.8 million for the nine months ended September 30, 2013, primarily due to OIBDA of \$197.1 million and, to a much lesser extent, investment income from affiliate of \$13.5 million, offset in part by interest expense of \$71.1 million and the \$19.4 million net change in our operating assets and liabilities. The net change in our operating assets and liabilities was primarily due to a decrease in accounts payable, accrued expenses and other current liabilities of \$9.3 million and increases in accounts receivable from affiliates of \$7.1 million, in prepaid expenses and other assets of \$2.6 million and in accounts receivable, net, of \$1.2 million, offset in part by an increase in deferred revenue of \$0.8 million.

### *Net Cash Flows Used in Investing Activities*

Capital expenditures continue to be our primary use of capital resources and generally comprise substantially all of our net cash flows used in investing activities.

Net cash flows used in investing activities were \$93.6 million for the nine months ended September 30, 2014, comprising \$93.9 million of capital expenditures, slightly offset by a net change in accrued property, plant and equipment of \$0.3 million.

Net cash flows used in investing activities were \$94.9 million for the nine months ended September 30, 2013, comprising \$95.6 million of capital expenditures, slightly offset by a net change in accrued property, plant and equipment of \$0.7 million.

The \$1.7 million decline in capital expenditures largely reflected reduced outlays for the conversion to all-digital video platform and cell tower backhaul, mostly offset by greater spending on our next-generation set-top and HSD bandwidth expansion.

### *Net Cash Flows Used in Financing Activities*

Net cash flows used in financing activities were \$29.8 million for the nine months ended September 30, 2014, comprising the \$350.0 million redemption of senior notes, \$9.9 million of financing costs and \$3.5 million of capital distributions to our parent, MCC, offset in part by \$330.9 million of net borrowings under the credit facility, including the funding of Term Loan G, \$2.0 million of capital contributions from our parent, MCC, and \$0.7 million of other financing activities. See “Capital Structure — 2014 Financings” below and Note 6 in our Notes to Consolidated Financial Statements for more information on such redemption of senior notes and net borrowings under the credit facility.

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Net cash flows used in financing activities were \$27.7 million for the nine months ended September 30, 2013, comprising \$25.0 million of net repayments under the credit facility and \$3.8 million of capital distributions to our parent, MCC, offset in part by \$1.1 million of other financing activities.

### **Capital Structure**

As of September 30, 2014, our total indebtedness was \$1.433 billion, of which approximately 66% was at fixed interest rates or had interest rate swaps that fixed the corresponding variable portion of debt. During the nine months ended September 30, 2014, we paid cash interest of \$82.3 million, net of capitalized interest.

#### *2014 Financings*

On February 5, 2014, we entered into a new \$225.0 million revolving credit facility (the “new revolver”), terminated our existing revolving credit commitments (the “old revolver”), and completed Term Loan F in the aggregate principal amount of \$250.0 million. After giving effect to \$4.7 million of financing costs, net proceeds of \$245.3 million from Term Loan F, together with \$161.0 million of borrowings under the new revolver, were used to repay \$400.0 million of the principal amount outstanding under the existing Term Loan C and the entire \$6.3 million principal amount outstanding under the old revolver.

On July 16, 2014, we called for the redemption of the entire \$350.0 million principal amount outstanding under the 9 1/8% Notes. On August 15, 2014, we completed Term Loan G in the aggregate principal amount of \$350.0 million and, on the same date, after giving effect to \$5.2 million of financing costs, net proceeds of \$344.8 million from Term Loan G were used to substantially fund the redemption of the 9 1/8% Notes. The 9 1/8% Notes were redeemed at a price equal to \$1,045.63 for each \$1,000 principal amount outstanding, for an aggregate redemption price of \$366.0 million.

See Note 6 in our Notes to Consolidated Financial Statements.

#### *Bank Credit Facility*

As of September 30, 2014, we maintained a \$1.262 billion bank credit facility (the “credit facility”), comprising \$1.037 billion of term loans with maturities ranging from January 2015 to June 2021, and a \$225.0 million revolving credit facility with a scheduled expiry of February 5, 2019. The credit facility is collateralized by our ownership interests in our operating subsidiaries, and is guaranteed by us on a limited recourse basis to the extent of such ownership interests. The credit agreement governing the credit facility (the “credit agreement”) requires our operating subsidiaries to maintain a total leverage ratio (as defined in the credit agreement) of no more than 5.0 to 1.0 and an interest coverage ratio (as defined in the credit agreement) of no less than 2.0 to 1.0. For all periods through September 30, 2014, our operating subsidiaries were in compliance with all covenants under the credit agreement including, as of the same date, a total leverage ratio of 4.1 to 1.0 and an interest coverage ratio of 3.3 to 1.0. We do not believe that our operating subsidiaries will have any difficulty complying with any of the covenants under the credit agreement in the near future.

#### *Interest Rate Swaps*

We have entered into several interest rate swaps with various banks to fix the variable rate of borrowings to reduce the potential volatility in our interest expense that may result from changes in market interest rates.

As of September 30, 2014, we had interest rate swaps that fixed the variable rate of \$700 million of borrowings at a rate of 3.0%, of which \$400 million and \$300 million expire during December 2014 and 2015, respectively. As of the same date, we also had forward starting interest rate swaps that will fix the variable rate of \$200 million of borrowings at a rate of 3.0% for a one year period commencing December 2014.

As of September 30, 2014, the weighted average interest rate on outstanding borrowings under the credit facility, including the effect of our interest rate swaps, was 4.5%.

#### *Senior Notes*

As of September 30, 2014, we had \$250 million of outstanding senior notes, all of which comprised our 7 1/4% senior notes due February 2022 (the “7 1/4% Notes”).

Our senior notes are unsecured obligations, and the indenture governing our 7 1/4% Notes (the “indenture”) limits the incurrence of additional indebtedness based upon a maximum debt to operating cash flow ratio (as defined in the indenture) of 8.5 to 1.0. For all periods through September 30, 2014, we were in compliance with covenants under the indenture including, as of the same date, a debt to operating cash flow ratio of 5.1 to 1.0. We do not believe that we will have any difficulty complying with any of the covenants under the indenture in the near future.

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### **Debt Ratings**

MCC's corporate credit rating is B1 by Moody's, with a positive outlook, and BB- by Standard and Poor's ("S&P"), with a stable outlook. Our senior unsecured rating is B3 by Moody's, with a positive outlook, and B by S&P, with a stable outlook.

There can be no assurance that Moody's or S&P will maintain their ratings on MCC and us. A negative change to these credit ratings could result in higher interest rates on future debt issuance than we currently experience, or adversely impact our ability to raise additional funds. There are no covenants, events of default, borrowing conditions or other terms in the credit agreement or indenture that are based on changes in our credit rating assigned by any rating agency.

### **Contractual Obligations and Commercial Commitments**

The following table updates scheduled debt maturities and interest expense under our previously disclosed contractual obligations and commercial commitments, on an adjusted basis, for the periods subsequent to September 30, 2014 and thereafter per the items noted in "Liquidity and Capital Resources — Capital Structure — 2014 Financings" and Note 6 in our Notes to Consolidated Financial Statements (dollars in thousands):

	<u>Scheduled Debt Maturities</u>	<u>Interest Expense<sup>(1)</sup></u>	<u>Total</u>
October 1, 2014 – December 31, 2014	\$ 2,636	\$ 18,132	\$ 20,768
January 1, 2015 – December 31, 2016	215,364	111,100	326,464
January 1, 2017 – December 31, 2018	483,875	83,446	567,321
Thereafter	731,000	88,055	819,055
Total cash obligations	<u>\$ 1,432,875</u>	<u>\$300,733</u>	<u>\$1,733,608</u>

- (1) Interest payments on floating rate debt and interest rate swaps are estimated using amounts outstanding as of September 30, 2014, and the average interest rates applicable under such debt obligations. Interest expense amounts are net of capitalized interest expense.

### **Critical Accounting Policies**

The preparation of our financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. Periodically, we evaluate our estimates, including those related to doubtful accounts, long-lived assets, capitalized costs and accruals. We base our estimates on historical experience and on various other assumptions that we believe are reasonable. Actual results may differ from these estimates under different assumptions or conditions. We believe that the application of the critical accounting policies requires significant judgments and estimates on the part of management. For a summary of our critical accounting policies, please refer to our annual report on Form 10-K for the year ended December 31, 2013.

### **Goodwill and Other Intangible Assets**

In accordance with the Financial Accounting Standards Board's Accounting Standards Codification No. 350 *Intangibles – Goodwill and Other* ("ASC 350"), the amortization of goodwill and indefinite-lived intangible assets is prohibited and requires such assets to be tested annually for impairment, or more frequently if impairment indicators arise. We have determined that our cable franchise rights and goodwill are indefinite-lived assets and therefore not amortizable.

In accordance with Accounting Standards Update 2010-28 ("ASU 2010-28") – *When to Perform Step 2 of the Goodwill Impairment Test for Reporting Units with Zero or Negative Carrying Amounts (a consensus of the FASB Emerging Issues Task Force)* and ASU 2011-08 – *Intangibles – Goodwill and Other* (Topic 350), we have evaluated the qualitative factors surrounding our Mediacom LLC reporting unit, which has negative equity carrying value. We last evaluated the qualitative factors surrounding our Mediacom LLC reporting unit as of October 1, 2013, and did not believe that it was "more likely than not" that a goodwill impairment existed at that time and, as such, we did not perform Step 2 of the goodwill impairment test.

Because we believe there has not been a meaningful change in the long-term fundamentals of our business during the first nine months of 2014, we determined that there has been no triggering event under ASC 350 and, as such, no interim impairment test was required as of September 30, 2014.

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**Inflation and Changing Prices**

Our costs and expenses are subject to inflation and price fluctuations. Such changes in costs and expenses can generally be passed through to customers. Programming costs have historically increased at rates in excess of inflation and are expected to continue to do so. We believe that under the Federal Communications Commission's existing cable rate regulations we may increase rates for cable television services to more than cover any increases in programming. However, competitive conditions and other factors in the marketplace may limit our ability to increase our rates.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

There have been no significant changes to the information required under this Item from what was disclosed in Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2013.

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**ITEM 4. CONTROLS AND PROCEDURES**

**Mediacom LLC**

Under the supervision and with the participation of the management of Mediacom LLC, including Mediacom LLC's Chief Executive Officer and Chief Financial Officer, Mediacom LLC evaluated the effectiveness of Mediacom LLC's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this report. Based upon that evaluation, Mediacom LLC's Chief Executive Officer and Chief Financial Officer concluded that Mediacom LLC's disclosure controls and procedures were effective as of September 30, 2014.

There has not been any change in Mediacom LLC's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2014 that has materially affected, or is reasonably likely to materially affect, Mediacom LLC's internal control over financial reporting.

**Mediacom Capital Corporation**

Under the supervision and with the participation of the management of Mediacom Capital Corporation ("Mediacom Capital"), including Mediacom Capital's Chief Executive Officer and Chief Financial Officer, Mediacom Capital evaluated the effectiveness of Mediacom Capital's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this report. Based upon that evaluation, Mediacom Capital's Chief Executive Officer and Chief Financial Officer concluded that Mediacom Capital's disclosure controls and procedures were effective as of September 30, 2014.

There has not been any change in Mediacom Capital's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2014 that has materially affected, or is reasonably likely to materially affect, Mediacom Capital's internal control over financial reporting.

**PART II**

**ITEM 1. LEGAL PROCEEDINGS**

See Note 10 in our Notes to Consolidated Financial Statements.

**ITEM 1A. RISK FACTORS**

There have been no material changes in our risk factors from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2013.

**ITEM 6. EXHIBITS**

<b><u>Exhibit Number</u></b>	<b><u>Exhibit Description</u></b>
10.1	Incremental Facility Agreement, dated as of August 15, 2014, among the operating subsidiaries of Mediacom LLC, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent for the lenders
31.1	Rule 15d-14(a) Certifications of Mediacom LLC
31.2	Rule 15d-14(a) Certifications of Mediacom Capital Corporation
32.1	Section 1350 Certifications of Mediacom LLC
32.2	Section 1350 Certifications of Mediacom Capital Corporation
101	The following is financial information from Mediacom LLC's and Mediacom Capital Corporation's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2014, formatted in eXtensible Business Reporting Language (XBRL): (i) Consolidated Balance Sheets at September 30, 2014 and December 31, 2013, (ii) Consolidated Statements of Operations for the three and nine months ended September 30, 2014 and 2013, (iii) Consolidated Statements of Cash Flows for the nine months ended September 30, 2014 and 2013, (iv) Notes to Consolidated Financial Statements

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

November 7, 2014

**MEDIACOM LLC**

By: /s/ Mark E. Stephan

**Mark E. Stephan**

Executive Vice President and Chief Financial Officer

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

November 7, 2014

**MEDIACOM CAPITAL CORPORATION**

By: /s/ Mark E. Stephan

**Mark E. Stephan**

Executive Vice President and Chief Financial Officer

**EXHIBIT INDEX**

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INCREMENTAL FACILITY AGREEMENT

TRANCHE G TERM LOANS  
(\$350,000,000)

dated as of the Tranche G Commitment Effective Date

between

MEDIACOM ILLINOIS LLC  
MEDIACOM INDIANA LLC  
MEDIACOM IOWA LLC  
MEDIACOM MINNESOTA LLC  
MEDIACOM WISCONSIN LLC  
ZYLSTRA COMMUNICATIONS CORP.  
MEDIACOM ARIZONA LLC  
MEDIACOM CALIFORNIA LLC  
MEDIACOM DELAWARE LLC  
MEDIACOM SOUTHEAST LLC

The LENDERS party hereto

J.P. MORGAN SECURITIES LLC,  
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, and  
WELLS FARGO SECURITIES, LLC  
as Joint Lead Arrangers

J.P. MORGAN SECURITIES LLC,  
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,  
WELLS FARGO SECURITIES, LLC,  
SUNTRUST ROBINSON HUMPHREY, INC.,  
DEUTSCHE BANK SECURITIES INC.,  
CREDIT SUISSE SECURITIES (USA) LLC  
RBC CAPITAL MARKETS, and  
NATIXIS, NEW YORK BRANCH  
as Joint Bookrunners

BANK OF AMERICA, N.A., and  
WELLS FARGO BANK, N.A.,  
as Co-Syndication Agents

SUNTRUST BANK,  
DEUTSCHE BANK SECURITIES INC.,  
CREDIT SUISSE SECURITIES (USA) LLC  
ROYAL BANK OF CANADA, and  
NATIXIS, NEW YORK BRANCH  
as Co-Documentation Agents

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

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INCREMENTAL FACILITY AGREEMENT

(TRANCHE G TERM LOANS)

INCREMENTAL FACILITY AGREEMENT dated as of the Tranche G Commitment Effective Date (as defined below) among MEDIACOM ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Illinois"); MEDIACOM INDIANA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Indiana"); MEDIACOM IOWA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Iowa"); MEDIACOM MINNESOTA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Minnesota"); MEDIACOM WISCONSIN LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Wisconsin"); ZYLSTRA COMMUNICATIONS CORP., a corporation duly organized and validly existing under the laws of the State of Minnesota ("Zylstra"); MEDIACOM ARIZONA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Arizona"); MEDIACOM CALIFORNIA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom California"); MEDIACOM DELAWARE LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Delaware"); and MEDIACOM SOUTHEAST LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Southeast" and, together with Mediacom Illinois, Mediacom Indiana, Mediacom Iowa, Mediacom Minnesota, Mediacom Wisconsin, Mediacom Arizona, Mediacom California and Mediacom Delaware, the "Borrowers"); the Tranche G Term Loan Lenders (as defined below) party hereto; and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders (together with its successors in such capacity, the "Administrative Agent").

The Borrowers, the Lenders party thereto and the Administrative Agent are parties to an Amended and Restated Credit Agreement dated as of February 5, 2014 (as amended, modified or supplemented and in effect from time to time, the "Credit Agreement").

Section 2.01(e) of the Credit Agreement contemplates that at any time and from time to time, the Borrowers may request that one or more persons (which may include the Lenders under and as defined in the Credit Agreement) offer to enter into commitments to make Incremental Facility Loans. The Borrowers have requested that \$350,000,000 of Incremental Facility Term Loan Commitments constituting a single Series be made available to it as of the date hereof and that up to \$350,000,000 of Incremental Facility Term Loans be made available to it on the Tranche G Commitment Effective Date (as defined below). The Tranche G Term Loan Lenders are willing to make such commitments and loans on the terms and conditions set forth below and in accordance with the applicable provisions of the Credit Agreement, and accordingly, the parties hereto hereby agree as follows:

ARTICLE I  
DEFINED TERMS

Terms defined in the Credit Agreement are used herein as defined therein. In addition, the following terms have the meanings specified below:

"Tranche G Commitment Effective Date" shall mean August 15, 2014, the first day on which the conditions specified in Section 6.01 are satisfied.

"Tranche G Commitment Termination Date" shall mean September 16, 2014.

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“Tranche G Term Loan Commitment” shall mean, with respect to each Tranche G Term Loan Lender, the commitment of such Lender to make Tranche G Term Loans hereunder. The amount of each Tranche G Term Loan Lender’s Tranche G Term Loan Commitment is set forth on Schedule I hereto. The aggregate amount of the Tranche G Term Loan Commitments allocated on the date hereof is \$350,000,000.

“Tranche G Term Loan Lender” shall mean (a) on the date hereof, a Lender having Tranche G Term Loan Commitments that has executed and delivered a counterpart hereto and (b) after the Tranche G Commitment Effective Date, the Lenders from time to time holding Tranche G Term Loans after giving effect to any assignments thereof pursuant to Section 11.06 of the Credit Agreement.

“Tranche G Term Loan Maturity Date” shall mean June 30, 2021.

“Tranche G Term Loans” shall mean the Term Loans provided for in Section 2.01 hereof, which may be Base Rate Loans and/or Eurodollar Loans and which shall constitute a single Series of Incremental Facility Term Loans under Section 2.01(e) of the Credit Agreement.

## ARTICLE II TRANCHE G TERM LOANS

Section 2.01. Commitments; Availability; Use of Proceeds. Subject to the terms and conditions set forth herein and in the Credit Agreement, each Tranche G Term Loan Lender severally agrees to make Tranche G Term Loans to the Borrowers in Dollars on the Tranche G Commitment Effective Date up to but not exceeding the amount of the Tranche G Term Loan Commitment of such Tranche G Term Loan Lender. The Tranche G Term Loans will be made available in a single drawing upon notice at any time prior to the Tranche G Commitment Termination Date. The proceeds of the Tranche G Term Loans shall be applied to repay all of Mediacom LLC’s outstanding 9 1/8% Senior Notes due 2019 and to pay fees and expenses related thereto.

Section 2.02. Termination of Commitments. Unless previously terminated, the Tranche G Term Loan Commitments shall terminate after the borrowing of the Tranche G Term Loans on the Tranche G Commitment Effective Date.

Section 2.03. Repayment of Loans. The Borrowers jointly and severally unconditionally promise to pay to the Administrative Agent for the account of the Tranche G Term Loan Lenders the principal of the Tranche G Term Loans on each Principal Payment Date set forth in column (A) below, in the amount set forth opposite such date in column (B) below:

(A) Principal Payment Date	(B) Principal Reduction
December 31, 2014	\$ 875,000
March 31, 2015	\$ 875,000
June 30, 2015	\$ 875,000
September 30, 2015	\$ 875,000
December 31, 2015	\$ 875,000
March 31, 2016	\$ 875,000
June 30, 2016	\$ 875,000
September 30, 2016	\$ 875,000
December 31, 2016	\$ 875,000
March 31, 2017	\$ 875,000
June 30, 2017	\$ 875,000
September 30, 2017	\$ 875,000
December 31, 2017	\$ 875,000
March 31, 2018	\$ 875,000
June 30, 2018	\$ 875,000
September 30, 2018	\$ 875,000
December 31, 2018	\$ 875,000
March 31, 2019	\$ 875,000
June 30, 2019	\$ 875,000
September 30, 2019	\$ 875,000
December 31, 2019	\$ 875,000
March 31, 2020	\$ 875,000
June 30, 2020	\$ 875,000
September 30, 2020	\$ 875,000
December 31, 2020	\$ 875,000
March 31, 2021	\$ 875,000
June 30, 2021	\$ 327,250,000

To the extent not previously paid, all Tranche G Term Loans shall be due and payable on the Tranche G Term Loan Maturity Date.

Section 2.04. Applicable Margin. The Applicable Margin for Tranche G Term Loans shall be (i) until delivery of a Rate Ratio Certificate for the Quarterly Payment Period beginning on September 30, 2014, (x) for Tranche G Term Loans that are Eurodollar Loans, 3.00% and (y) for Tranche G Term Loans that are Base Rate Loans, 2.00% and (ii) thereafter, the respective rate indicated below for Loans of the applicable Type set forth opposite the then-current Rate Ratio (determined pursuant to Section 3.03 of the Credit Agreement) indicated below:

<u>Range of Rate Ratio</u>	<u>Eurodollar Loans</u>	<u>Base Rate Loans</u>
Greater than 3.50 to 1	3.00%	2.00%
Less than or equal to 3.50 to 1	2.75%	1.75%

*provided*, that, such Rate Ratio shall be calculated after giving pro forma effect to the incurrence of the Tranche G Term Loans.

Section 2.05. Eurodollar Rate. Solely with respect to Tranche G Term Loans, the Eurodollar Rate, including for purposes of the definition of Base Rate, shall be as follows (in lieu of the definitions otherwise applicable under the Credit Agreement):

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“Eurodollar Rate” shall mean the higher of (x) for any Eurodollar Loan for any Interest Period therefor, a rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Administrative Agent to be equal to the Eurodollar Base Rate for such Loan for such Interest Period divided by 1 minus the Reserve Requirement (if any) for such Loan for such Interest Period and (y) 0.75%.

Section 2.06. Special Voting Provisions. (a) Solely for purposes of determining whether each Lender has consented to the amendments set forth in Exhibit G to the Credit Agreement (which may be updated with the consent of the Borrowers and the Administrative Agent without the consent of any Lender to make any change that is not less favorable to the Tranche G Term Loan Lenders in any material respect so long as such changes are provided to Lenders for review for a period of not less than three Business Days (or, such longer period as may be requested by any Tranche G Term Loan Lender if such Lender in good faith determines that it requires additional time to consider such changes) and no Tranche G Term Loan Lender notifies the Administrative Agent in writing prior to 5:00 p.m. New York time prior to the end of such three Business Day period that such Lender has determined that any such additional changes to Exhibit G are adverse to such Lender in a manner such Lender deems to be material) (the “Exhibit G Amendments”), all Tranche G Term Loans shall be deemed to be held by Lenders that have consented to the Exhibit G Amendments.

(b) Each Tranche G Term Loan Lender, solely in its capacity as a Tranche G Term Loan Lender, hereby agrees that with respect to any matter requiring the vote of Lenders pursuant to (x) any proposed amendment, restatement, waiver, consent, supplement or other modification of Section 8.10 of the Credit Agreement (including any of the defined terms set forth therein to the extent affecting the calculation of the ratios set forth therein), other than any amendment, restatement, waiver, consent, supplement or other modification of Section 8.10(a) that would permit the Total Leverage Ratio to exceed 6.0 to 1.0, or (y) the exercise of any remedy under the last paragraph of Section 9.01 of the Credit Agreement arising from an Event of Default under Section 8.10 of the Credit Agreement, other than to the extent that such Event of Default arises from a failure to satisfy a maximum Leverage Ratio of 6.0 to 1.0, the Tranche G Term Loans held by such Tranche G Term Loan Lender shall automatically, and without further action on the part of such Lender, the Borrower or the Administrative Agent, be deemed to be voted, and each Tranche G Term Loan Lender irrevocably instructs the Borrower and the Administrative Agent to treat as voted, in the same proportion as the allocation of voting with respect to such matter by other Lenders entitled to vote on such matter (other than in their capacity as Tranche G Term Loan Lenders) so long as such Tranche G Term Loan Lender is treated in connection with the exercise of such right or taking of such action on the same basis as, and in a manner no less favorable to such Tranche G Term Loan Lender, than the other Lenders.

Section 2.07. Prepayment Premium. If on or prior to the first anniversary of the Tranche G Commitment Effective Date, any optional or mandatory prepayment of the Tranche G Term Loans from the proceeds of a substantially concurrent borrowing of term loans is effected and the interest rate in respect of such term loans is less than the interest rate in respect of the Tranche G Term Loans; provided that, in determining such applicable interest rates, original issue discount (“OID”) or upfront fees and arrangement, structuring or other fees payable in connection therewith shall not be included, the prepayment shall be accompanied by a fee equal to 1.00% of the aggregate principal amount of the Tranche G Term Loans subject to such prepayment.

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ARTICLE III  
[RESERVED]

ARTICLE IV  
SECURITY DOCUMENTS

Section 4.01. Confirmation of Security Documents. Each of the Borrowers hereby confirms and ratifies all of its obligations under the Loan Documents to which it is a party. By its execution on the respective signature lines provided below, each of the Obligors hereby confirms and ratifies all of its obligations and the Liens granted by it under the Security Documents to which it is a party, represents and warrants that the representations and warranties set forth in such Security Documents are complete and correct on the date hereof as if made on and as of such date and confirms that all references in such Security Documents to the "Credit Agreement" (or words of similar import) refer to the Credit Agreement as supplemented hereby without impairing any such obligations or Liens in any respect.

ARTICLE V  
REPRESENTATION AND WARRANTIES; NO DEFAULTS

The Borrowers represent and warrant to the Administrative Agent and the Lenders that (i) each of the representations and warranties made by the Borrowers in Section 7 of the Credit Agreement, and by each Obligor in the other Loan Documents to which it is a party, is true and complete on and as of the date hereof with the same force and effect as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date) and as if each reference therein to the Credit Agreement or Loan Documents included reference to this Agreement and (ii) no Default has occurred and is continuing.

ARTICLE VI  
CONDITIONS

Section 6.01. The obligations of the Tranche G Term Loan Lenders to make Tranche G Term Loans on the Tranche G Commitment Effective Date are subject to the conditions precedent that each of the following conditions shall have been satisfied:

(a) Counterparts of Agreement. The Administrative Agent shall have received duly executed and delivered counterparts (or written evidence thereof satisfactory to the Administrative Agent, which may include telecopy transmission of, as applicable, a signed signature page) of this Agreement from each Obligor and each Lender listed on Schedule I hereto.

(b) Opinion of Counsel to Obligors. The Administrative Agent shall have received an opinion, dated the Tranche G Commitment Effective Date, of Dentons US LLP, counsel to the Obligors, covering such matters as the Administrative Agent may reasonably request (and the Borrowers hereby instruct counsel to deliver such opinion to the Lenders and the Administrative Agent).

(c) Organizational Documents. Such organizational documents (including, without limitation, board of director and shareholder resolutions, member approvals and evidence of incumbency, including specimen signatures, of officers of each Obligor) with respect to the execution, delivery and performance of this Agreement and each other document to be delivered by such Obligor from time to time in connection herewith and the extensions of credit hereunder as the Administrative Agent may reasonably request (and the Administrative Agent and each Lender may conclusively rely on such certificate until it receives notice in writing from such Obligor to the contrary).

(d) Officer's Certificate. A certificate of a Senior Officer, dated the Tranche G Commitment Effective Date, to the effect that (i) the representations and warranties made by the Borrowers in Article V hereof, and by each Obligor in the other Loan Documents to which it is a party, are true and complete on and as of the date hereof with the same force and effect as if made on and as of such date (or, if any such representation and warranty is expressly stated to have been made as of a specific date, as of such specific date), (ii) after giving effect the borrowing of the Tranche G Term Loans, the Borrowers will not exceed the maximum amount permitted to be borrowed under Section 2.01(e)(iii) of the Credit Agreement, and (iii) no Default shall have occurred and be continuing.

(e) Other Documents. Such other documents as the Administrative Agent or any Tranche G Term Loan Lender may reasonably request.

(f) Fees and Expenses. J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Wells Fargo Securities, LLC, SunTrust Robinson Humphrey, Inc., Deutsche Bank Securities Inc., Credit Suisse Securities (USA) LLC, RBC Capital Markets, and Natixis New York Branch (collectively, the "Engagement Parties"), the Tranche G Term Loan Lenders and the Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Tranche G Commitment Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrowers hereunder.

(g) Borrowing Notice. The Borrowers shall have delivered to the Administrative Agent notice of borrowing in respect of Tranche G Term Loans in accordance with Section 2.02 of the Credit Agreement.

(h) Repayment of Indebtedness. The Administrative Agent shall have received reasonably satisfactory evidence that, on the Tranche G Commitment Effective Date, substantially concurrently with the funding of the Tranche G Term Loans, all of Mediacom LLC's outstanding 9 1/8% Senior Notes due 2019 will be repaid in full.

## ARTICLE VII MISCELLANEOUS

Section 7.01. Expenses. Subject to the provisions of the Engagement Letter dated as of June 13, 2014, among Mediacom LLC and the Engagement Parties, the Obligors jointly and severally agree to pay, or reimburse each Engagement Party for paying, all reasonable out-of-pocket expenses incurred by each Engagement Party and their Affiliates, including the reasonable fees, charges and disbursements of special New York counsel to the Administrative Agent, in connection with the syndication of the Incremental Facility Loans provided for herein and the preparation of this Agreement.

Section 7.02. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when this Agreement shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof and thereof which, when taken together, bear the signatures of each of the other parties hereto and thereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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Section 7.04. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 7.05. Notices. All notices, requests and other communications provided for herein and under the Security Documents (including, without limitation, any modifications of, or waivers, requests or consents under this Agreement) shall be given or made in writing (including, without limitation, by telecopy) delivered to the intended recipient at (i) in the case of the Obligors and the Administrative Agent, the "Address for Notices" specified on Schedule A and (ii) in the case of each of the Lenders, the address (or telecopy number) set forth in its Administrative Questionnaire; or, as to any party, at such other address as shall be designated by such party in a notice to each other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

MEDIACOM ILLINOIS LLC  
MEDIACOM INDIANA LLC  
MEDIACOM IOWA LLC  
MEDIACOM MINNESOTA LLC  
MEDIACOM WISCONSIN LLC  
MEDIACOM ARIZONA LLC  
MEDIACOM CALIFORNIA LLC  
MEDIACOM DELAWARE LLC  
MEDIACOM SOUTHEAST LLC

By: Mediacom LLC, Member

By: Mediacom Communications  
Corporation, Member

By: /s/ Mark E. Stephan

Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

ZYLSTRA COMMUNICATIONS CORP.

By: /s/ Mark E. Stephan

Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

*[Incremental Facility Agreement Signature Page]*

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JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent and as a Tranche G Term Loan Lender  
with the Tranche G Term Loan Commitment set forth opposite  
its name on Schedule I

By: /s/ Ann B. Kerns

Name: Ann B. Kerns  
Title: Vice President

*[Incremental Facility Agreement Signature Page]*

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By its signature below, the undersigned hereby consents to the foregoing Incremental Facility Agreement and confirms that the Tranche G Term Loans shall constitute "Guaranteed Obligations" under the Guarantee and Pledge Agreement under and as defined in said Credit Agreement for all purposes of said Guarantee and Pledge Agreement and shall be entitled to the benefits of the guarantee and security provided under the Guarantee and Pledge Agreement.

MEDIACOM LLC

By: Mediacom Communications Corporation, Member

By: /s/ Mark E. Stephan  
Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

MEDIACOM MANAGEMENT CORPORATION

By: /s/ Mark E. Stephan  
Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

MEDIACOM INDIANA PARTNERCO LLC

By: Mediacom LLC, Member  
By: Mediacom Communications Corporation, Member

By: /s/ Mark E. Stephan  
Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

MEDIACOM INDIANA HOLDINGS, L.P.

By: Mediacom Indiana Partnerco LLC, General Partner  
By: Mediacom LLC, Member  
By: Mediacom Communications Corporation, Member

By: /s/ Mark E. Stephan  
Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

*[Incremental Facility Agreement Signature Page]*

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By its signature below, the undersigned hereby consents to the foregoing Incremental Facility Agreement and confirms that the Tranche G Term Loans shall constitute "Guaranteed Obligations" under the respective Subsidiary Guarantee Agreements under and as defined in said Credit Agreement for all purposes of said Subsidiary Guarantee Agreements and shall be entitled to the benefits of the guarantee and security provided under the Subsidiary Guarantee Agreements.

ILLINI CABLE HOLDING, INC.

By: /s/ Mark E. Stephan  
Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

ILLINI CABLEVISION OF ILLINOIS, INC.

By: /s/ Mark E. Stephan  
Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

*[Incremental Facility Agreement Signature Page]*

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By its signature below, the undersigned hereby confirms that all of its obligations under the Management Fee Subordination Agreement and Section 5.04 of the Guarantee and Pledge Agreement shall continue unchanged and in full force and effect for the benefit of the Administrative Agent, the Lenders party to the Credit Agreement and the Tranche G Term Loan Lenders.

MEDIACOM COMMUNICATIONS  
CORPORATION

By: /s/ Mark E. Stephan

Name: Mark E. Stephan  
Title: Executive Vice President and  
Chief Financial Officer

*[Incremental Facility Agreement Signature Page]*

Notices

If to the Borrowers:

Mediacom Illinois LLC  
Mediacom Indiana LLC  
Mediacom Iowa LLC  
Mediacom Minnesota LLC  
Mediacom Wisconsin LLC  
Zylstra Communications Corp.  
Mediacom Arizona LLC  
Mediacom California LLC  
Mediacom Delaware LLC  
Mediacom Southeast LLC  
c/o Mediacom Communications Corporation  
1 Mediacom Way  
Mediacom Park, New York 10918  
Attention: Mark E. Stephan  
Telecopier Number: (845) 698-4100  
Telephone Number: (845) 443-2640  
E-mail Address: mstephan@mediacomcc.com

If to the Administrative Agent:

JPMorgan Chase Bank, N.A.  
500 Stanton Christiana Road, Ops Building 2, 3rd Floor  
Newark, DE 19713-2107  
Attention: Jonathan Krepol  
Telecopier Number: (302) 634-3301  
Telephone Number: (302) 634-1112  
E-mail Address: jonathan.l.krepol@jpmorgan.com

*Schedule A to Incremental Facility Agreement*

## TRANCHE G LENDER COMMITMENTS

<u>LENDER</u>	<u>TRANCHE G TERM LOAN COMMITMENT</u>
JP MORGAN	<u>\$ 350,000,000</u>
<b>TOTAL:</b>	<b><u>\$ 350,000,000</u></b>

*Schedule I to Incremental Facility Agreement*

## CERTIFICATIONS

I, Rocco B. Commisso, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom LLC;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 7, 2014

By: /s/ ROCCO B. COMMISSO

**Rocco B. Commisso**  
Chairman and Chief Executive Officer

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## CERTIFICATIONS

I, Mark E. Stephan, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom LLC;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 7, 2014

By: /s/ MARK E. STEPHAN

**Mark E. Stephan**

Executive Vice President and Chief Financial Officer

## CERTIFICATIONS

I, Rocco B. Commisso, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Capital Corporation;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 7, 2014

By: /s/ ROCCO B. COMMISSO

**Rocco B. Commisso**  
Chairman and Chief Executive Officer

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## CERTIFICATIONS

I, Mark E. Stephan, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Capital Corporation;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 7, 2014

By: /s/ MARK E. STEPHAN

**Mark E. Stephan**

Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Mediacom LLC (the "Company") on Form 10-Q for the period ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Rocco B. Commisso, Chairman and Chief Executive Officer and Mark E. Stephan, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 7, 2014

By: /s/ ROCCO B. COMMISSO  
**Rocco B. Commisso**  
Chairman and Chief Executive Officer

By: /s/ MARK E. STEPHAN  
**Mark E. Stephan**  
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Mediacom Capital Corporation (the "Company") on Form 10-Q for the period ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Rocco B. Commisso, Chairman and Chief Executive Officer and Mark E. Stephan, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 7, 2014

By: /S/ ROCCO B. COMMISSO  
**Rocco B. Commisso**  
Chairman and Chief Executive Officer

By: /S/ MARK E. STEPHAN  
**Mark E. Stephan**  
Executive Vice President and Chief Financial Officer