

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

FORM 10-Q

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

For the quarterly period ended March 31, 2006

Commission File Number: 0-29227

Mediacom Communications Corporation

(Exact name of Registrant as specified in its charter)

Delaware
(State of incorporation)

06-1566067
(I.R.S. Employer Identification Number)

100 Crystal Run Road
Middletown, NY 10941
(Address of principal executive offices)

(845) 695-2600
(Registrant's telephone number)

Indicate by check mark whether the Registrant (1) has 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 Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

R Yes £ No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

£ Large accelerated filer R Accelerated filer £ Non-accelerated filer

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

£ Yes R No

As of April 28, 2006, there were 84,163,532 shares of Class A common stock and 27,073,628 shares of Class B common stock outstanding.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

FORM 10-Q
FOR THE PERIOD ENDED MARCH 31, 2006

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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 Securities and Exchange Commission (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 "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of those words and other comparable words. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from historical results or those we anticipate. Factors that could cause actual results to differ from those contained in the forward-looking statements include, but are not limited to: competition in our video, high-speed Internet access and phone businesses; our ability to achieve anticipated customer and revenue growth and to successfully introduce new products and services; increasing programming costs; changes in laws and regulations; our ability to generate sufficient cash flow to meet our debt service obligations and access capital to maintain our financial flexibility and the other risks and uncertainties discussed in this Quarterly Report and in our Annual Report on Form 10-K for the year ended December 31, 2005 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 otherwise required by applicable federal securities laws.

PART I**ITEM 1. FINANCIAL STATEMENTS****MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES**

CONSOLIDATED BALANCE SHEETS
 (All dollar amounts in thousands, except share amounts)
 (Unaudited)

	<u>March 31,</u> <u>2006</u>	<u>December 31,</u> <u>2005</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 20,881	\$ 17,281
Accounts receivable, net of allowance for doubtful accounts of \$2,639 and \$3,078, respectively	58,309	63,845
Prepaid expenses and other current assets	25,783	23,046
Deferred tax asset	2,782	2,782
Total current assets	<u>107,755</u>	<u>106,954</u>
Investment in cable television systems:		
Property, plant and equipment, net of accumulated depreciation of \$1,276,388 and \$1,229,738, respectively	1,449,608	1,453,588
Franchise rights, net of accumulated amortization of \$140,947	1,803,971	1,803,971
Goodwill, net of accumulated amortization of \$3,232	221,382	221,382
Subscriber lists and other intangible assets, net of accumulated amortization of \$158,278 and \$157,755, respectively	13,300	13,823
Total investment in cable television systems	<u>3,488,261</u>	<u>3,492,764</u>
Other assets, net of accumulated amortization of \$26,307 and \$24,617 respectively	46,405	49,780
Total assets	<u>\$ 3,642,421</u>	<u>\$ 3,649,498</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 251,499	\$ 270,137
Deferred revenue	43,714	41,073
Current portion of long-term debt	228,412	222,770
Total current liabilities	523,625	533,980
Long-term debt, less current portion	2,865,678	2,836,881
Deferred tax liabilities	232,157	200,090
Other non-current liabilities	19,455	19,440
Total liabilities	3,640,915	3,590,391
Commitments and contingencies (Note 9)		
STOCKHOLDERS' EQUITY		
Class A common stock, \$.01 par value; 300,000,000 shares authorized; 93,402,352 shares issued and 84,300,221 shares outstanding as of March 31, 2006 and 93,280,535 shares issued and 88,050,009 shares outstanding as of December 31, 2005	934	933
Class B common stock, \$.01 par value; 100,000,000 shares authorized; 27,336,939 shares issued and outstanding as of March 31, 2006 and December 31, 2005, respectively	274	274
Additional paid-in capital	987,342	990,584
Deferred compensation	-	(4,857)
Accumulated deficit	(938,399)	(901,191)
Treasury stock, at cost, 9,102,131 and 5,230,526 shares of Class A common stock, as of March 31, 2006 and December 31, 2005, respectively	(48,645)	(26,636)
Total stockholders' equity	<u>1,506</u>	<u>59,107</u>
Total liabilities and stockholders' equity	<u>\$ 3,642,421</u>	<u>\$ 3,649,498</u>

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

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF OPERATIONS**

(All amounts in thousands, except per share data)

(Unaudited)

	Three Months Ended March 31,	
	2006	2005
Revenues	\$ 289,348	\$ 266,244
Costs and expenses:		
Service costs (exclusive of depreciation and amortization of \$53,717 and \$53,925, respectively, shown separately below)	118,523	106,344
Selling, general and administrative expenses	58,428	55,652
Corporate expenses	5,984	5,274
Depreciation and amortization	53,717	53,925
Operating income	52,696	45,049
Interest expense, net	(55,652)	(51,274)
Gain on derivatives, net	515	8,070
Other expense	(2,641)	(2,696)
Loss before (provision for) benefit from income taxes	(5,082)	(851)
(Provision for) benefit from income taxes	(32,126)	10
Net loss	<u>\$ (37,208)</u>	<u>\$ (841)</u>
Weighted average shares outstanding	113,529	117,861
Basic and diluted loss per share	\$ (0.33)	\$ (0.01)

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

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(All dollar amounts in thousands)

(Unaudited)

	Three Months Ended March 31,	
	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (37,208)	\$ (841)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	53,717	53,925
Gain on derivatives, net	(515)	(8,070)
Amortization of deferred financing costs	1,690	1,662
Non-cash share-based compensation	1,155	151
Deferred income taxes	32,067	125
Changes in assets and liabilities, net of effects from acquisitions:		
Accounts receivable, net	5,536	3,275
Prepaid expenses and other assets	(519)	(4,026)
Accounts payable and accrued expenses	(25,764)	(17,547)
Deferred revenue	2,641	1,181
Other non-current liabilities	15	(520)
Net cash flows provided by operating activities	32,815	29,315
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(47,619)	(54,789)
Net cash flows used in investing activities	(47,619)	(54,789)
CASH FLOWS FROM FINANCING ACTIVITIES:		
New borrowings	105,000	299,000
Repayment of debt	(70,561)	(281,669)
Proceeds from issuance of common stock in employee stock purchase plan	461	477
Other financing activities - book overdrafts	5,658	(10,223)
Repurchases of Class A common stock	(22,009)	-
Financing costs	(145)	(50)
Net cash flows provided by financing activities	18,404	7,535
Net increase (decrease) in cash and cash equivalents	3,600	(17,939)
CASH AND CASH EQUIVALENTS, beginning of period	17,281	23,875
CASH AND CASH EQUIVALENTS, end of period	\$ 20,881	\$ 5,936
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the period for interest, net of amounts capitalized	\$ 78,620	\$ 70,635

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

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)**

(1) Statement of Accounting Presentation and Other Information

Basis of Preparation of Unaudited Consolidated Financial Statements

Mediacom Communications Corporation (“MCC,” and collectively with its subsidiaries, the “Company”) has prepared these unaudited consolidated financial statements as of March 31, 2006 and 2005. In the opinion of management, such statements include all adjustments, consisting of normal recurring accruals and adjustments, necessary for a fair presentation of the Company’s 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, except for the adoption of SFAS No. 123(R) “*Share-Based Payment*” (“SFAS No. 123(R)”), as discussed in Note 8. For a summary of the Company’s accounting policies and other information, refer to the Company’s Annual Report on Form 10-K for the year ended December 31, 2005. 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, 2006.

Reclassifications

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

(2) Liquidity and Capital Resources

The Company has a significant level of debt, interest expense obligations and liabilities in the normal course of business. The majority of the Company’s debt that matures during the next twelve months consists of \$172.5 million of convertible notes due July 1, 2006. Although the Company has not yet determined how it will satisfy that obligation, several alternatives are available, including the repayment of the notes with availability under the Company’s subsidiary credit facilities. As of March 31, 2006, the Company had unused revolving credit commitments of \$813.0 million, all of which could be borrowed and used for general corporate purposes based on the terms and conditions of its debt arrangements.

(3) Recently Issued Accounting Pronouncements

In February 2006, the FASB issued SFAS Statement No. 155, “*Accounting for Certain Hybrid Financial Instruments, Amendment of FASB Statement No. 133 and 140*” (“SFAS No. 155”). SFAS No. 155 amends SFAS No. 133, “*Accounting for Derivative Instruments and Hedging Activities*” (“SFAS No. 133”) and SFAS No. 140, “*Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities*” (“SFAS No. 140”). SFAS No. 155 gives entities the option of applying fair value accounting to certain hybrid financial instruments in their entirety if they contain embedded derivatives that would otherwise require bifurcation under SFAS No. 133. SFAS No. 155 will be effective as of January 1, 2007 and the Company does not believe that the adoption will have a material impact on its consolidated financial condition or results of operations.

In March 2006, the FASB issued SFAS No. 156, “*Accounting for Servicing of Financial Assets - an Amendment of FASB Statement No 140.*” SFAS No 156 provides guidance on the accounting for servicing assets and liabilities when an entity undertakes an obligation to service a financial asset by entering into a servicing contract. This statement is effective for all transactions in fiscal years beginning after September 15, 2006. The Company does not expect the adoption of SFAS No. 156 will have a material impact on its consolidated financial condition or results of operations.

(4) Earnings Per Share

The Company calculates earnings per share in accordance with SFAS No. 128, “*Earnings per Share.*” SFAS No. 128 computes basic earnings (loss) per share by dividing the net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted earnings per share (“Diluted EPS”) is computed by dividing the net income (loss) by the weighted average number of shares of common stock outstanding during the period plus the effects of any potentially dilutive securities. Diluted EPS considers the impact of potentially dilutive securities except in periods in which there is a loss because the inclusion of the potential common shares would have an anti-dilutive effect. The Company’s potentially dilutive securities include common shares which may be issued upon exercise of its stock options, conversion of convertible senior notes or vesting of restricted stock units. Diluted EPS excludes the impact of potential common shares related to our stock options in periods in which the option exercise price is greater than the average market price of the Company’s Class A common stock during the period.

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

For the three months ended March 31, 2006 and 2005, the Company generated net losses so the inclusion of the potential common shares would have been anti-dilutive. Accordingly, diluted loss per share equaled basic loss per share. Diluted loss per share for the three months ended March 31, 2006 and 2005, excludes approximately 10.8 million and 10.3 million, respectively, potential common shares related to the Company's convertible senior notes and share-based compensation plans.

(5) Property, Plant and Equipment

As of March 31, 2006 and December 31, 2005, property, plant and equipment consisted of (dollars in thousands):

	<u>March 31, 2006</u>	<u>December 31, 2005</u>
Land and land improvements	\$ 7,149	\$ 7,149
Buildings and leasehold improvements	40,844	40,653
Cable systems, equipment and subscriber devices	2,571,042	2,531,840
Vehicles	65,234	64,729
Furniture, fixtures and office equipment	41,727	38,955
	<u>2,725,996</u>	<u>2,683,326</u>
Accumulated depreciation	<u>(1,276,388)</u>	<u>(1,229,738)</u>
Property, plant and equipment, net	<u>\$ 1,449,608</u>	<u>\$ 1,453,588</u>

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

(6) Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consist of the following (dollars in thousands):

	March 31, 2006	December 31, 2005
Accounts payable	\$ 12,655	\$ 6,329
Book overdrafts ⁽¹⁾	32,056	26,330
Accrued interest	41,556	65,282
Accrued payroll and benefits	25,739	25,824
Accrued programming costs	50,246	52,807
Accrued property, plant and equipment	18,398	14,839
Accrued taxes and fees	25,132	30,617
Subscriber advance payments	11,063	10,096
Other accrued expenses	34,654	38,013
	<u>\$ 251,499</u>	<u>\$ 270,137</u>

⁽¹⁾ Book overdrafts represent outstanding checks in excess of funds on deposit at the Company's disbursement accounts. The Company transfers funds from its depository accounts to its disbursement accounts upon daily notification of checks presented for payment. Changes in book overdrafts are reported as part of cash flows from financing activities in the Company's consolidated statement of cash flows.

(7) Debt

As of March 31, 2006 and December 31, 2005, debt consisted of (dollars in thousands):

	March 31, 2006	December 31, 2005
Bank credit facilities	\$ 1,693,750	\$ 1,658,750
8½% senior notes due 2015	200,000	200,000
7¾% senior notes due 2011	125,000	125,000
9½% senior notes due 2013	500,000	500,000
11% senior notes due 2013	400,000	400,000
5¼% convertible senior notes due 2006	172,500	172,500
Capital lease obligations	2,840	3,401
	<u>\$ 3,094,090</u>	<u>\$ 3,059,651</u>
Less: Current portion	228,412	222,770
Total long-term debt	<u>\$ 2,865,678</u>	<u>\$ 2,836,881</u>

Bank Credit Facilities

The average interest rates on outstanding debt under the bank credit facilities as of March 31, 2006 and 2005, were 6.6% and 4.8%, respectively, before giving effect to the interest rate exchange agreements discussed below. As of March 31, 2006, the Company had unused credit commitments of approximately \$813.0 million under its bank credit facilities, all of which could be borrowed and used for general corporate purposes based on the terms and conditions of the Company's debt arrangements. The Company was in compliance with all covenants under its debt arrangements as of March 31, 2006.

As of March 31, 2006, approximately \$22.8 million letters of credit were issued to various parties as collateral for our performance relating primarily to insurance and franchise requirements.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)**

Interest Rate Exchange Agreements

The Company uses interest rate exchange agreements in order to fix the interest rate on its floating rate debt. As of March 31, 2006, the Company had interest rate exchange agreements with various banks pursuant to which the interest rate on \$800.0 million is fixed at a weighted average rate of approximately 3.3%. The Company's interest rate exchange agreements are scheduled to expire on the amounts of \$500.0 million, \$200.0 million and \$100.0 million during the year ended December 31, 2006, 2007 and 2009, respectively. For the three months ended March 31, 2006, based on the mark-to-market valuation, the Company recorded on its consolidated balance sheet an accumulated investment in derivatives of \$13.4 million, which is a component of prepaid and other non-current assets and a gain on derivatives of \$0.5 million and \$8.0 million for the three months ended March 31, 2006 and 2005, respectively.

(8) Stockholder's Equity

Stock Repurchase Plans

In February 2006, the Board of Directors authorized an additional \$50.0 million stock repurchase program. During the three months ended March 31, 2006, the Company repurchased approximately 3.9 million shares for an aggregate cost of \$22.0 million, at an average price per share of \$5.68. As of March 31, 2006, approximately \$51.4 million remains available under the Class A stock repurchase program.

Share-based Compensation

Effective January 1, 2006, the Company adopted SFAS No. 123(R) using the modified prospective method. SFAS No. 123(R) revises SFAS No. 123, "Accounting for Stock-Based Compensation" (SFAS No. 123) and supersedes Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees" (APB No. 25). SFAS No. 123(R) requires the cost of all share-based payments to employees, including grants of employee stock options, to be recognized in the financial statements based on their fair values at the grant date, or the date of later modification, over the requisite service period. In addition, SFAS 123(R) requires unrecognized cost, based on the amounts previously disclosed in the Company's pro forma footnote disclosure, related to options vesting after the date of initial adoption to be recognized in the financial statements over the remaining requisite service period.

Under this method, prior periods are not restated and the amount of compensation cost recognized includes (i) compensation cost for all share-based payments granted prior to, but not yet vested as of January 1, 2006, based on the grant date fair value estimated in accordance with the provisions of SFAS No. 123 and (ii) compensation cost for all share-based payments granted subsequent to January 1, 2006, based on the grant date fair value estimated in accordance with the provisions of SFAS No. 123(R). The Company uses the Black-Scholes option pricing model which requires extensive use of accounting judgment and financial estimates, including estimates of the expected term employees will retain their vested stock options before exercising them, the estimated volatility of the Company's stock price over the expected term, and the number of options that will be forfeited prior to the completion of their vesting requirements. Application of alternative assumptions could produce significantly different estimates of the fair value of share-based compensation and consequently, the related amounts recognized in the Consolidated Statements of Operations. The provisions of SFAS No. 123(R) apply to new stock awards and stock awards outstanding, but not yet vested, on the effective date. In March 2005, the SEC issued Staff Accounting Bulletin No. 107, "Share-based Payment" (SAB No. 107), relating to SFAS No. 123(R). We have applied the provisions of SAB No. 107 in our adoption.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Impact of the Adoption of SFAS No. 123(R)

Upon adoption of SFAS 123(R), the Company recognizes share-based compensation expenses associated with share awards on a straight-line basis over the requisite service period using the fair value method. The incremental share-based compensation expense recognized due to the adoption of SFAS 123(R) was \$0.7 million for the three months ended March 31, 2006. Compensation expense related to restricted stock units was recognized before the implementation of SFAS No. 123(R). Results for prior periods have not been restated.

Total share-based compensation for the three month period ended March 31, 2006 was as follows (all dollar amounts in thousands except per share data):

	Three Months Ended March 31, 2006
Share-based compensation expense by type of award:	
Employee stock options	\$ 575
Employee stock purchase plan	176
Restricted stock units	404
Total share-based compensation expense	1,155
Tax effect on stock-based compensation expense	-
Net effect on net loss	\$ (1,155)
Effect on loss per share:	
Basic and diluted	\$ (0.01)

As required by SFAS No. 123(R), the Company made an estimate of expected forfeitures and is recognizing compensation costs only for those equity awards expected to vest. The cumulative effect of initially adopting SFAS No. 123(R) was not material. The total future compensation cost related to unvested share-based awards that are expected to vest was \$9.7 million as of March 31, 2006, which will be recognized over a weighted average period of 2.8 years.

In November 2005, the FASB issued FASB Staff Position No. FAS 123(R)-3, Transition Election Related to Accounting for Tax Effects of Shared-Based Payment Awards. The Company has not yet adopted a method for calculating tax effects of share-based compensation pursuant to SFAS No. 123(R).

Pro Forma Information for Periods Prior to the Adoption of SFAS No. 123(R)

Prior to January 1, 2006, the Company accounted for share-based compensation in accordance with APB No. 25, as permitted by SFAS No. 123, and accordingly did not recognize compensation expense for stock options with an exercise price equal to or greater than the market price of the underlying stock at the date of grant. Had the fair value method prescribed by SFAS No. 123 been applied, the effect on net loss and loss per share would have been as follows for the three months ended March 31, 2005 (dollars in thousands, except per share data):

	Three Months Ended March 31, 2005
Net loss as reported	\$ (841)
Add: Total share-based compensation expense included in net loss as reported above	151
Deduct: Total share-based compensation expense determined under fair value based method for all awards	(1,266)
Pro forma net loss	\$ (1,956)
Basic and diluted loss per share:	
As reported	\$ (0.01)
Pro forma	\$ (0.02)

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)**

Valuation Assumptions

As required by SFAS 123(R), the Company estimated the fair value of stock options using the Black-Scholes valuation model and the straight-line attribution approach with the following weighted average assumptions:

	Employee Stock Option Plans Three Months Ended March 31,		Employee Stock Purchase Plans Three Months Ended March 31,	
	2006	2005	2006	2005
Dividend yield	0%	0%	0%	0%
Expected volatility	55.3%	45.0%	33.0%	45.0%
Risk free interest rate	4.8%	3.4%	4.8%	3.7%
Expected option life (in years)	4.1	6.0	0.5	0.5
Forfeiture rate	14.0%	14.0%	-	-

The Company does not expect to declare dividends. Expected volatility is based on a combination of implied and historical volatility of the Company's Class A common stock. Prior to January 1, 2006, the Company used historical data and other factors to estimate the option life of the share-based payments granted. For the three months ended March 31, 2006, the Company elected the simplified method in accordance with SAB 107 to estimate the option life of share-based awards. The risk free rate is based on the U.S. Treasury yield in effect at the date of grant. The forfeiture rate is based on trends in actual option forfeitures.

Stock Option Plan

In April 2003, MCC's Board of Directors adopted the Company's 2003 Incentive Plan, or the "2003 Plan", which amended and restated the Company's 1999 Stock Option Plan and incorporated into the 2003 Plan options that were previously granted outside the 1999 Stock Option Plan. The 2003 Plan was approved by MCC's stockholders in June 2003. The 2003 Plan provides for the grant of incentive stock options, nonqualified stock options, restricted shares, and other share-based awards, in addition to annual incentive awards.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The following table summarizes the activity of the Company's option plans for the three months ended March 31, 2006:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)
Outstanding at January 1, 2006	4,931,915	\$ 14.12	
Granted	400,000	5.77	
Exercised	-	-	
Forfeited	(48,615)	13.40	
Expired	-	-	
Outstanding at March 31, 2006	<u>5,283,300</u>	<u>\$ 13.36</u>	5.2
Exercisable at March 31, 2006	<u>3,826,963</u>	<u>\$ 15.68</u>	4.9

The weighted average fair value at the date of grant of a Class A common stock option granted under the Company's option plan during the three months ended March 31, 2006 and 2005 was \$5.72 and \$5.91, respectively. During the three months ended March 31, 2006, approximately 259,685 shares vested with a weighted average exercise price of \$9.26.

The following table summarizes information concerning stock options outstanding as of March 31, 2006:

Options Outstanding					Options Exercisable			
Range of Exercise Prices	Number of Shares Outstanding	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Aggregate Intrinsic Value (in thousands)	Number of Shares Outstanding	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Aggregate Intrinsic Value (in thousands)
\$5.00 - \$12.00	2,580,260	6.4 years	\$ 7.81	\$ 104	1,141,973	6.7 years	\$ 8.61	\$ 22
\$12.01 - \$18.00	483,900	4.9 years	17.11	-	468,390	4.9 years	17.17	-
\$18.01 - \$22.00	2,219,050	3.8 years	19.01	-	2,216,600	3.7 years	19.00	-
	<u>5,283,300</u>	5.2 years	<u>\$ 13.36</u>	<u>\$ 104</u>	<u>3,826,963</u>	4.9 years	<u>\$ 15.68</u>	<u>\$ 22</u>

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value, based on the Company's average stock price of \$5.80 per share during the three months ended March 31, 2006, which would have been received by the option holders had all option holders exercised their options as of that date.

Restricted Stock Units

The Company grants restricted stock units to certain employees and directors ("participants") in Class A common stock. Awards of restricted stock units ("RSUs") are valued by reference to shares of common stock that entitle participants to receive, upon the settlement of the unit, one share of common stock for each unit. The awards are subject to annual vesting periods not exceeding 4 years from the date of grant. The Company made estimates of expected forfeitures based on historic voluntary termination behavior and trends of actual RSU forfeitures and recognized compensation costs for equity awards expected to vest. The intrinsic value of outstanding RSUs, based on the Company's average stock price of \$5.80 per share during the three months ended March 31, 2006, was \$8.8 million.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)**

The following table summarizes the activity of the Company's restricted stock unit awards for the three months ended March 31, 2006:

	Number of Non- Vested Share Unit Awards	Weighted Average Grant Date Fair Value
Unvested Awards at January 1, 2006	1,132,300	\$ 5.46
Granted	411,700	5.74
Awards Vested	(27,500)	5.69
Forfeited	(5,725)	5.70
Unvested Awards at March 31, 2006	1,510,775	\$ 5.53

Employee Stock Purchase Plan

The Company maintains an employee stock purchase plan ("ESPP"). Under the plan, all employees are allowed to participate in the purchase of MCC's Class A common stock at 85% of the lower of the fair market value on the first or last day of each six month offering period. Shares purchased by employees amounted to 94,317 and 85,716 for the three months ended for March 31, 2006 and 2005, respectively. The net proceeds to the Company were approximately \$0.5 million for each of the periods ended March 31, 2006 and 2005, respectively. Compensation expense related to the adoption of SFAS 123(R) was \$0.2 million for the three months ended March 31, 2006. Compensation expense was not recorded on the issuance of these shares in accordance with APB No. 25 for the three months ended March 31, 2005.

(9) Commitments and Contingencies

Legal Proceedings

Mediacom LLC, a wholly owned subsidiary of the Company, is named as a defendant in a putative class action, captioned *Gary Ogg and Janice Ogg v. Mediacom, LLC* (Case No. CV101-2809CC), pending in the Circuit Court of Clay County, Missouri, by which the plaintiffs are seeking class-based damages for an alleged trespass. The lawsuit was originally filed on April 24, 2001. Pursuant to license agreements with the relevant state and county authorities and utility companies, Mediacom LLC placed interconnect fiber optic cable within state and county highway rights-of-way and on existing utility easements in areas of Missouri not presently served by a cable franchise. The lawsuit alleges that Mediacom LLC was required but failed to obtain permission from the adjoining landowners to place the cable. The lawsuit has not made a claim for specified damages. An order declaring that this action is appropriate for class relief was entered on April 14, 2006, and Mediacom LLC is currently pursuing its appellate remedies with respect to that order. Mediacom LLC intends to vigorously defend against any claims made by the plaintiffs. Mediacom LLC has tendered the lawsuit to its insurance carrier for defense and indemnification. The carrier has agreed to defend Mediacom LLC under a reservation of rights, and a declaratory judgment action is pending regarding the carrier's defense and coverage responsibilities. Mediacom LLC is unable to reasonably evaluate the likelihood of an unfavorable outcome or quantify the possible damages, if any, associated with these matters, or judge whether or not those damages would be material to its consolidated financial position, results of operations, cash flows or business.

The Company is 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 the Company's consolidated financial position, results of operations, cash flows or business.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)**

(10) Income Taxes

During the quarter ended March 31, 2006, the Company determined that an additional portion of its deferred tax assets from net operating loss carryforwards will not be realized under the more-likely-than-not standard required by SFAS No. 109, "Accounting for Income Taxes." As a result, the Company increased its valuation allowance and recognized a \$32.1 million corresponding non-cash charge to income tax expense for the three months ended March 31, 2006. This amount represents the portion of deferred tax liabilities related to the basis differences of the Company's indefinite-lived intangible assets.

(11) Related Party Transactions

Mediacom Management Corporation ("Mediacom Management"), a Delaware corporation, holds a 1% direct ownership interest in Mediacom California LLC, which in turn holds a 1% interest in Mediacom Arizona LLC. These ownership interests represent less than 1% of the Company's total revenues. Mediacom Management is wholly-owned by the Chairman and CEO of MCC.

One of the Company's directors is a partner of a law firm that performs various legal services for the Company. For the three months ended March 31, 2006 and 2005, there were no amounts paid to this law firm for services performed.

(12) Subsequent Events

On May 5, 2006, the operating subsidiaries of Mediacom LLC refinanced a \$543.1 million term loan with a new term loan in the amount of \$650.0 million. Borrowings under the new term loan bear interest at a rate that is 0.5% less than the interest rate of the term loan that it replaced. The new term loan matures in January 2015, whereas the term loan it replaced had a maturity of February 2013.

On May 5, 2006, the operating subsidiaries of Mediacom Broadband LLC, one of the Company's wholly-owned subsidiaries, refinanced a \$495.0 million term loan with a new term loan in the amount of \$800.0 million. The new term loan consists of two tranches: (i) a \$550.0 million term loan which was funded on May 5, 2006; and (ii) a \$250.0 million delayed-draw term loan which the operating subsidiaries may borrow at any time until July 1, 2006. Borrowings under the new term loan bear interest at a rate that is 0.25% less than the interest rate of the term loan that it replaced. The new term loan matures in January 2015, whereas the term loan it replaced had a maturity of February 2014.

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

The following discussion should be read in conjunction with the Company’s unaudited consolidated financial statements as of, and for the three months ended, March 31, 2006 and 2005, and with the Company’s annual report on Form 10-K for the year ended December 31, 2005.

Overview

Mediacom Communications Corporation is the nation’s eighth largest cable television company based on customers served and the leading cable operator focused on serving the smaller cities and towns in the United States. Through our interactive broadband network, we provide our customers with a wide array of broadband products and services, including video services, such as video-on-demand (“VOD”), high-definition television (“HDTV”) and digital video recorders (“DVRs”), high-speed data access (“HSD”), and phone service. Where our phone service is available, we offer triple-play bundles of video, HSD and voice. Bundled products and services offer our customers a single provider contact for ordering, provisioning, billing and customer care.

As of March 31, 2006, our cable systems passed an estimated 2.81 million homes and served 1.42 million basic video subscribers in 23 states. We provide digital video services to 497,000 digital customers, representing a penetration of 35.0% of our basic subscribers. We also currently provide HSD to 504,000 data customers, representing a penetration of 17.9% of our estimated homes passed. We introduced phone service during the second quarter of 2005 and marketed and provided service to about 1.6 million homes and 46,000 customers, respectively as of March 31, 2006.

Adjusted operating income before depreciation and amortization (“Adjusted OIBDA”) noted below represents operating income before depreciation and amortization and non-cash stock compensation charges. Adjusted OIBDA is not a financial measure calculated in accordance with generally accepted accounting principles (“GAAP”) in the United States of America. However, Adjusted OIBDA is one of the primary measures used by management to evaluate our performance and to forecast future results. We believe Adjusted OIBDA is useful for investors because it enables them to assess our performance in a manner similar to the method used by management, and provides a measure that can be used to analyze, value and compare our performance with other companies in our business, although our measure may not be directly comparable to similar measures used by other companies. In addition, our debt agreements use Adjusted OIBDA in their covenant calculations.

Limitations of this measure, however, are 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, and non-cash stock compensation charges. Therefore, Adjusted OIBDA should not be regarded as a substitute for operating income, net income (loss), or net cash flows provided from operating activities, or other measures of performance or liquidity we have reported in accordance with GAAP. We believe that operating income is the most directly comparable GAAP financial measure to Adjusted OIBDA. Refer to Note 8 of our financial statements for more information on non-cash stock compensation costs.

Actual Results of Operations

Three Months Ended March 31, 2006 Compared to Three Months Ended March 31, 2005

The following table sets forth the unaudited consolidated statements of operations for the three months ended March 31, 2006 and 2005 (dollars in thousands and percentage changes that are not meaningful are marked NM):

	Three Months Ended March 31,		\$ Change	% Change
	2006	2005		
Revenues	\$ 289,348	\$ 266,244	\$ 23,104	8.7%
Costs and expenses:				
Service costs	118,523	106,344	12,179	11.5%
Selling, general and administrative expenses	58,428	55,652	2,776	5.0%
Corporate expenses	5,984	5,274	710	13.5%
Depreciation and amortization	53,717	53,925	(208)	(0.4%)
Operating income	52,696	45,049	7,647	17.0%
Interest expense, net	(55,652)	(51,274)	(4,378)	8.5%
Gain on derivatives, net	515	8,070	(7,555)	NM
Other expense	(2,641)	(2,696)	55	(2.0%)
Loss before (provision for) benefit from income taxes	(5,082)	(851)	(4,231)	NM
(Provision for) benefit from income taxes	(32,126)	10	(32,136)	NM
Net loss	\$ (37,208)	\$ (841)	\$ (36,367)	NM

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

	Three Months Ended March 31,		\$ Change	% Change
	2006	2005		
Adjusted OIBDA	\$ 107,568	\$ 99,125	\$ 8,443	8.5%
Non-cash stock compensation charges	(1,155)	(151)	(1,004)	NM
Depreciation and amortization	(53,717)	(53,925)	208	0.4%
Operating income	\$ 52,696	\$ 45,049	\$ 7,647	17.0%

Revenues

The following table sets forth revenue, subscriber and monthly average revenue statistics for the three months ended March 31, 2006 and 2005 (dollars in thousands, except per subscriber data):

	Three Months Ended March 31,		\$ Change	% Change
	2006	2005		
Video	\$ 217,227	\$ 209,764	\$ 7,463	3.6%
Data	55,092	45,041	10,051	22.3%
Phone	3,648	-	3,648	NM
Advertising	13,381	11,439	1,942	17.0%
	<u>\$ 289,348</u>	<u>\$ 266,244</u>	<u>\$ 23,104</u>	<u>8.7%</u>

	Three Months Ended March 31,		Increase/(Decrease)	% Change
	2006	2005		
Basic subscribers	1,422,000	1,461,000	(39,000)	(2.7%)
Data customers	504,000	407,000	97,000	23.8%
Phone customers	46,000	-	46,000	NM
Average monthly video revenue per basic subscriber ⁽¹⁾	\$ 50.90	\$ 47.91	\$ 2.99	6.2%
Average monthly data revenue per data subscriber ⁽²⁾	\$ 37.40	\$ 38.80	\$ (1.40)	(3.6%)

(1) Average monthly video revenue per basic subscriber is calculated based on monthly video revenue divided by the average number of basic subscribers for the quarter.

(2) Average monthly data revenue per data subscriber is calculated based on monthly data revenue divided by the average number of data subscribers for the quarter.

Video revenues represent monthly subscription fees charged to customers for our core cable television products and services (including basic, expanded basic and digital cable programming services, wire maintenance, equipment rental and services to commercial establishments), pay-per-view charges, installation, reconnection and late payment fees, and other ancillary revenues. Data revenues primarily represent monthly subscription fees charged to customers, including commercial establishments, for our data products and services and equipment rental fees.

Revenues rose 8.7%, largely attributable to growth in our data customers and higher video revenues. We continue to expand the availability, and enhance the quality, of our advanced video services, such as VOD, HDTV and DVRs. Over the past two years, we have more than tripled the download speed of our HSD product. As of March 31, 2006, and within nine months of the initial launch of our phone service, we were marketing this new product to almost 1.6 million homes in our markets. We believe that bundled products and services offer our customers the convenience of having a single provider contact for ordering, scheduling, provisioning, billing and customer care. As a result, we grew our revenue generating units ("RGUs") by 7.4% during the three months ended March 31, 2006, to 2.47 million from 2.30 million. RGUs represent the sum of basic subscribers and digital, HSD and phone customers.

Video revenues increased 3.6%, as a result of a higher service fees from our advanced video products and services and the impact of basic rate increases applied on our video subscribers. Average monthly video revenue per basic video subscriber increased 6.2%. During the three months ended March 31, 2006, we lost 1,000 subscribers compared to a gain of 3,000 subscribers for the same period last year. Our loss of basic subscribers as of March 31, 2006, reflected losses during the third quarter of 2005 as a result of Hurricane Katrina. Digital customers increased 67,000 to 497,000 from the same period last year.

Data revenues rose 22.3%, primarily due to the 23.8% year-over-year increase in data customers, and to a lesser extent, the growth of our enterprise network business. Average monthly data revenue per data customer decreased 3.6% as a result of promotional offers during 2005.

In June 2005, we launched Mediacom Phone, and as of March 31, 2006, our phone service was marketed to approximately 1.6 million of our estimated 2.8 million homes and served 46,000 customers. We expect to market Mediacom Phone to approximately 2.5 million homes by year-end 2006.

Advertising revenues increased 17.0%, as a result of stronger local and regional advertising .

Costs and Expenses

Service costs include: programming expenses; employee expenses related to wages and salaries of technical personnel who maintain our cable network, perform customer installation activities, and provide customer support; data costs, including costs of bandwidth connectivity and customer provisioning; and field operating costs, including outside contractors, vehicle, utilities and pole rental expenses. Programming expenses, which are generally paid on a per subscriber basis, have historically increased due to both increases in the rates charged for existing programming services and the introduction of new programming services to our customers.

Service costs rose 11.5%, primarily due to increases in programming costs, and, to a lesser extent, phone service and employee expenses. Programming expense, the largest component of service costs, increased 10.2%, principally as a result of higher unit costs charged by our programming vendors and, to a lesser extent, a benefit we recognized in the first quarter of 2005 relating to a certain contract renewal, offset in part by a lower base of basic subscribers. Recurring expenses related to our phone service grew incrementally with the increase of customers since our launch of Mediacom Phone service in the second quarter of 2006. Personnel costs grew by 7.2%, due to increased headcount of our technical workforce for customer installation activity and higher employee related insurance expenses.

Selling, general and administrative expenses include: wages and salaries for our call centers, customer service and support and administrative personnel; franchise fees and taxes; and office costs related to billing, telecommunications, marketing, bad debt, advertising and office administration.

Selling, general and administrative expenses rose 5.0%, principally due to higher employee and tax expenses, offset in part by a significant decrease in marketing costs. Employee expenses grew 13.5%, as a result of increased headcount of our administrative, direct sales and customer service personnel. Taxes and other fees were higher by 14.0%, primarily due to an increase in property taxes and franchise fee expenses. The increase in these expenses was significantly offset by a 27.0% decrease in marketing costs as a result of reduced contracted third party sales and lower advertising expenses. Selling, general and administrative expenses as a percentage of revenues were 20.2% and 21.0% for the three months ended March 31, 2006 and 2005, respectively.

We expect continued revenue growth in advanced services, which include digital video, HDTV, DVRs, HSD and phone service. As a result, we expect our service costs and selling, general and administrative expenses to increase.

Corporate expenses reflect compensation of corporate employees and other corporate overhead. Corporate expenses rose 13.5%, principally due to increases in employee compensation which includes non-cash share-based compensation expense of \$710,000, offset in part by a decrease in professional fees. Corporate expenses as a percentage of revenues were 2.1% and 2.0% for the three months ended March 31, 2006 and 2005, respectively.

Adjusted OIBDA

Adjusted OIBDA rose 8.5%, principally due to revenue growth, partially offset by higher costs and expenses.

Operating Income

Operating income grew 17.0%, largely due to growth in Adjusted OIBDA and relatively unchanged depreciation and amortization expense.

Interest Expense, Net

Interest expense, net, increased by 8.5%, primarily due to higher market interest rates on variable rate debt and to a lesser extent, higher average indebtedness.

Gain on Derivatives, Net

We enter into interest rate exchange agreements or “interest rate swaps,” with counterparties to fix the interest rate on a portion of our variable rate debt to reduce the potential volatility in our interest expense that would otherwise result from changes in variable market interest rates. As of March 31, 2006 we had interest rate swaps with an aggregate principal amount of \$800.0 million. The changes in their mark-to-market values are derived from changes in market interest rates, the decrease in their time to maturity and the creditworthiness of the counterparties. As a result of the quarterly mark-to-market valuation of these interest rate swaps, we recorded a gain on derivatives amounting to \$0.5 million and \$8.1 million for the three months ended March 31, 2006 and 2005, respectively.

Other Expense

Other expense was \$2.6 million and \$2.7 million for the three months ended March 31, 2006 and 2005, respectively. Other expense primarily represents amortization of deferred financing costs and fees on unused credit commitments.

(Provision for) Benefit from Income Taxes

Provision for income taxes was approximately \$32.1 million for the three months ended March 31, 2006, as compared to a benefit from income taxes of \$10,000 for the three months ended March 31, 2005. During the quarter ended March 31, 2006, based on our assessment of the facts and circumstances, we determined that an additional portion of our deferred tax assets from net operating loss carryforwards will not be realized under the more-likely-than-not standard required by SFAS No. 109. As a result, we increased our valuation allowance and recognized a \$32.1 million corresponding non-cash charge to income tax expense for the three months ended March 31, 2006. This amount represents the portion of deferred tax liabilities related to the basis differences of our indefinite-lived intangible assets.

Net Loss

As a result of the factors described above, we incurred a net loss for the three months ended March 31, 2006 of \$37.2 million, as compared to net loss of \$0.8 million for the three months ended March 31, 2005.

Liquidity and Capital Resources

Overview

We have invested, and will continue to invest, in our network to enhance its reliability and capacity, and in the further deployment of advanced broadband services. Our capital spending has recently shifted away from network upgrade investments to the deployment of VOD, HDTV, DVRs, HSD and phone services. We also may continue to make strategic acquisitions of cable systems. We have a high level of indebtedness and incur significant amounts of interest expense each year. We believe that we will meet our debt service, capital spending and other requirements through a combination of our net cash flows from operating activities, borrowing availability under our bank credit facilities and our ability to secure future external financing.

As of March 31, 2006, our total debt was \$3.09 billion. Of this amount, \$228.4 million matures within the twelve months ending March 31, 2007. During the three months ended March 31, 2006, we paid cash interest of \$77.6 million. Our cash interest payments have historically been higher in the first and third calendar quarters of the year due to the timing of the cash interest payments on our senior notes and convertible senior notes.

Most of our debt maturing within the twelve months ending March 31, 2007, consists of \$172.5 million of convertible notes due July 1, 2006. Although we have not yet determined how we will satisfy that obligation, several alternatives may be available to us, including the repayment of the notes with availability under our subsidiary credit facilities. As of March 31, 2006, we had unused revolving credit commitments of \$813.0 million, all of which could be borrowed and used for general corporate purposes based on the terms and conditions of our debt arrangements.

On May 5, 2006, we refinanced a \$543.1 million term loan with a new term loan in the amount of \$650.0 million. Borrowings under the new term loan bear interest at a rate that is 0.5% less than the interest rate of the term loan that it replaced. The new term loan matures in January 2015, whereas the term loan it replaced had a maturity of February 2013.

On May 5, 2006, we refinanced a \$495.0 million term loan with a new term loan in the amount of \$800.0 million. The new term loan consists of two tranches: (i) a \$550.0 million term loan which was funded on May 5, 2006; and (ii) a \$250.0 million delayed-draw term loan which we may borrow at any time until July 1, 2006. Borrowings under the new term loan bear interest at a rate that is 0.25% less than the interest rate of the term loan that it replaced. The new term loan matures in January 2015, whereas the term loan it replaced had a maturity of February 2014.

As of March 31, 2006, after giving effect to these refinancings but excluding any borrowings under the \$250.0 million delayed-draw term loan, we had unused credit commitments of about \$961.0 million, all of which could be borrowed and used for general corporate purposes based on the terms and conditions of our debt arrangements. As of March 31, 2006, after giving effect to these refinancings and assuming that the \$250.0 million delayed-draw term loan is borrowed in full, we had unused credit commitments of about \$1,011.0 million, all of which could be borrowed and used for general corporate purposes based on the terms and conditions of our debt arrangements.

For all periods through March 31, 2006, we were in compliance with all of the covenants under our debt arrangements. Continued access to our credit facilities is subject to our remaining in compliance with the covenants of these credit facilities, including covenants tied to our operating performance. We believe that we will not have any difficulty in the foreseeable future complying with these covenants and that we will meet our current and long-term debt service, capital spending and other cash requirements through a combination of our net cash flows from operating activities, borrowing availability under our bank credit facilities and our ability to secure future external financing. However, there can be no assurance that we will be able to obtain sufficient future financing, or, if we were able to do so, that the terms would be favorable to us. We expect that we will continue to be able to generate funds and obtain financing sufficient to service our long-term business plan, service our debt obligations and complete any future acquisitions if the opportunities arise.

Operating Activities

Net cash flows provided by operating activities were \$32.8 million for the three months ended March 31, 2006, as compared to \$29.3 million for the comparable period last year. The change of \$3.5 million is primarily due to higher operating income, a net increase in operating assets and liabilities offset in part by an increase in cash paid for interest.

Operating income increased \$7.6 million principally from higher revenues. The change in operating assets and liabilities was lower by \$0.5 million due to the timing of our cash payments and cash receipts. We made cash interest payments of \$77.6 million and \$70.6 million for the three months ended March 31, 2006 and 2005, respectively.

Investing Activities

Net cash flows used in investing activities were \$47.6 million for the three months ended March 31, 2006, as compared to \$54.8 million for the prior year consisted of capital expenditures. Capital expenditures decreased \$7.2 million mainly due to lower spending on customer premise equipment.

Financing Activities

Net cash flows provided by financing activities were \$18.4 million for the three months ended March 31, 2006, as compared to net cash flows used in financing activities of \$7.5 million for the comparable period in 2005. Our principal financing activities included the following:

- Net borrowings under our credit facilities of \$33.4 million to fund operations and the share repurchase of our Class A common stock.

- Pursuant to our Board authorized share repurchase program, we repurchased approximately 3.9 million shares of our Class A common stock for approximately \$22.0 million during the three months ended March 31, 2006.

Contractual Obligations and Commercial Commitments

There have been no material changes to the Company's contractual obligations and commercial commitments as previously disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2005.

Critical Accounting Judgments and Estimates

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.

Share-based Compensation

We estimate the fair value of stock options granted using the Black-Scholes option-pricing model. This fair value is then amortized on a straight-line basis over the requisite service periods of the awards, which is generally the vesting period. This option-pricing model requires the input of highly subjective assumptions, including the option's expected life and the price volatility of the underlying stock. The estimation of stock awards that will ultimately vest requires judgment, and to the extent actual results or updated estimates differ from our current estimates, such amounts will be recorded as a cumulative adjustment in the periods the estimates are revised. Actual results, and future changes in estimates, may differ substantially from our current estimates.

For a discussion of other critical accounting judgments and estimates we identified that we believe require significant judgment in the preparation of our consolidated financial statements, please refer to our Form 10-K for the year ended December 31 2005.

Inflation and Changing Prices

Our systems' costs and expenses are subject to inflation and price fluctuations. Such changes in costs and expenses can generally be passed through to subscribers. 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 our 2005 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Our management carried out an evaluation, with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as of March 31, 2006. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act are accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

There has not been any change in our internal control over financial reporting in connection with the evaluation required by Rule 13a-15(d) under the Exchange Act that occurred during the quarter ended March 31, 2006 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II**ITEM 1. LEGAL PROCEEDINGS**

See Note 9 to our consolidated financial statements.

ITEM 1A. RISK FACTORS

There have been no material changes in the risk factors from those disclosed in our risk factors section in Item 1A of our 2005 Form 10-K.

ITEM 2. UNREGISTERED SALE OF EQUITY SECURITIES AND USE OF PROCEEDS

During the quarter ended March 31, 2006, we granted stock options to certain of our employees and non-employee directors to purchase an aggregate of 400,000 shares of Class A common stock at exercise prices ranging from \$5.68 to \$5.83 per share. The grant of stock options to the employees and non-employee directors was not registered under the Securities Act of 1933 because the stock options either did not involve an offer or sale for purposes of Section 2(a)(3) of the Securities Act of 1933, in reliance on the fact that the stock options were granted for no consideration, or were offered and sold in transactions not involving a public offering, exempt from registration under the Securities Act of 1933 pursuant to Section 4(2).

The following is a summary of our share repurchases of our Class A common stock during the first quarter of 2006 under our Board-authorized repurchase program:

Period	Total Number of Shares Purchased (1)	Average Price Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Total Dollars Purchased Under the Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (2)
January	1,650,000	\$ 5.70	1,650,000	\$ 9,410,227	\$ 13,953,640
February	466,300	5.82	466,300	2,715,192	61,238,448
March	1,745,000	5.63	1,745,000	9,824,746	51,413,702
First Quarter 2006	<u>3,861,300</u>	<u>\$ 5.68</u>	<u>3,861,300</u>	<u>\$ 21,950,165</u>	<u>\$ 51,413,702</u>

(1) Total number of shares purchased does not include approximately 10,305 withheld to satisfy tax withholding obligations on vesting of restricted stock units.

(2) A \$50.0 million share repurchase plan was authorized by our Board of Directors in May 2000 and reaffirmed in August 2004. On February 21, 2006, our Board authorized an additional \$50.0 million stock repurchase program.

ITEM 5. OTHER INFORMATION

On May 5, 2006, the operating subsidiaries of Mediacom LLC refinanced a \$543.1 million term loan with a new term loan in the amount of \$650.0 million. Borrowings under the new term loan bear interest at a floating rate or rates equal to, at the option of the operating subsidiaries, the LIBOR rate or the prime rate, plus a margin specified in their credit facility. The margin of the new term loan is 0.5% less than the margin of the term loan that it replaced. The new term loan matures in January 2015, whereas the term loan it replaced had a maturity of February 2013. The obligations of the operating subsidiaries under the new term loan are governed by the terms of their credit facility.

On May 5, 2006, the operating subsidiaries of Mediacom Broadband LLC refinanced a \$495.0 million term loan with a new term loan in the amount of \$800.0 million. The new term loan consists of two tranches: (i) a \$550.0 million term loan which was funded on May 5, 2006; and (ii) a \$250.0 million delayed-draw term loan which the operating subsidiaries may borrow at any time until July 1, 2006. Borrowings under the new term loan bear interest at a floating rate or rates equal to, at the option of the operating subsidiaries, the LIBOR rate or the prime rate, plus a margin specified in their credit facility. The margin of the new term loan is 0.25% less than the interest rate of the term loan that it replaced. The new term loan matures in January 2015, whereas the term loan it replaced had a maturity of February 2014. The obligations of the operating subsidiaries under the new term loan are governed by the terms of their credit facility.

Proceeds from each new term loan were used to pay in full the outstanding indebtedness of the term loan it replaced and to reduce the outstanding balance of the revolving credit portion of each credit facility.

JPMorgan Chase Bank (the administrative agent of the credit facilities), several of the lenders of the Broadband credit facility or their respective affiliates have in the past performed, and may in the future from time to time perform, investment banking, financial advisory, lending and/or commercial banking services for the Registrant and certain of its subsidiaries and affiliates, for which service they have in the past received, and may in the future receive, customary compensation and reimbursement of expenses.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description
10.1	Incremental Facility Agreement, dated as of May 5, 2006, between the operating subsidiaries of Mediacom LLC, the lenders signatory thereto and JPMorgan Chase Bank, N.A., as administrative agent
10.2	Incremental Facility Agreement, dated as of May 5, 2006, between the operating subsidiaries of Mediacom Broadband LLC, the lenders signatory thereto and JPMorgan Chase Bank, N.A., as administrative agent
10.3	Amendment No. 1, dated as of May 5, 2006, to the Credit Agreement, dated as of October 21, 2004, among the operating subsidiaries of Mediacom LLC, the lenders thereto and JPMorgan Chase Bank, as administrative agent for the lenders.
10.4	Amendment No. 2, dated as of May 5, 2006, to the Amendment and Restatement, dated as of December 16, 2004, of Credit Agreement, dated as of July 18, 2001, among the operating subsidiaries of Mediacom Broadband LLC, the lenders thereto and JP Morgan Chase Bank, as administrative agent for the lenders.
31.1	Rule 13a-14(a) Certifications
32.1	Section 1350 Certifications

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.

MEDIACOM COMMUNICATIONS CORPORATION

May 10, 2006

By: /s/ MARK E. STEPHAN

Mark E. Stephan

Executive Vice President and Chief
Financial Officer

\$650,000,000

INCREMENTAL FACILITY AGREEMENT

(TRANCHE C TERM LOANS)

dated as of May 5, 2006

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 INC. and
WACHOVIA CAPITAL MARKETS, LLC,
as Joint Lead Arrangers and Joint Bookrunners

and

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

GOLDMAN SACHS CREDIT PARTNERS, L.P.,
SOCIÉTÉ GÉNÉRALE and
SUNTRUST BANK,
as Documentation Agents

WACHOVIA CAPITAL MARKETS, LLC,
as Syndication Agent

INCREMENTAL FACILITY AGREEMENT

(TRANCHE C TERM LOANS)

INCREMENTAL FACILITY AGREEMENT dated as of May 5, 2006, between 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" and, together with Mediacom Illinois, Mediacom Indiana, Mediacom Iowa, Mediacom Minnesota and Mediacom Wisconsin, the "Mediacom Midwest Borrowers"); 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 Arizona, Mediacom California and Mediacom Delaware, the "Mediacom USA Borrowers"; the Mediacom USA Borrowers together with the Mediacom Midwest Borrowers, the "Borrowers"; the TRANCHE C TERM LOAN LENDERS party hereto (including each Tranche C Term Loan Lender as defined below that becomes a party hereto pursuant to a Lender Addendum as defined below) 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 Credit Agreement (the "Credit Agreement") dated as of October 21, 2004.

Section 2.01(d) 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 (or, as provided herein, to convert Tranche B Term Loans into) Incremental Facility Loans. The Borrowers have requested that \$650,000,000 of Incremental Term Loans be made available to it in a single Series of term loans. Upon the effectiveness of Amendment No. 1 (as defined below),

Incremental Facility Agreement (Tranche C Term Loans)

\$550,000,000 aggregate principal amount of the Incremental Term Loans will constitute Reinstating Incremental Facility Term Loans. The Tranche C Term Loan Lenders (as defined below) are willing to make (or to convert Tranche B Term Loans into) such 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:

“Amendment No. 1” shall mean Amendment No. 1 to the Credit Agreement, between the Borrowers and the Administrative Agent, substantially in the form of Schedule II hereto, dated the date hereof.

“Lender Addendum” shall mean, with respect to any Tranche C Term Loan Lender, a Lender Addendum substantially in the form of Schedule I hereto, dated as of the date hereof and executed and delivered by such Tranche C Term Loan Lender as provided in Section 2.06.

“Tranche C Term Loan Commitment” shall mean, with respect to each Tranche C Term Loan Lender, the commitment of such Lender to make Tranche C Term Loans hereunder (or, as provided herein, to convert Tranche B Term Loans into Tranche C Terms Loans hereunder). The amount of each Tranche C Term Loan Lender’s Tranche C Term Loan Commitment is set forth in the Lender Addendum executed and delivered by such Tranche C Term Loan Lender. The aggregate original amount of the Tranche C Term Loan Commitments is \$650,000,000.

“Tranche C Term Loan Lender” shall mean (a) on the date hereof, a Lender that has executed and delivered a Lender Addendum and (b) thereafter, the Lenders from time to time holding Tranche C Term Loan Commitments or Tranche C Term Loans after giving effect to any assignments thereof pursuant to Section 11.06 of the Credit Agreement.

“Tranche C Term Loan” shall mean a Loan made (or, as provided herein, converted from Tranche B Term Loans) pursuant to this Agreement which shall constitute a single Series of Incremental Facility Term Loans under Section 2.01(d) of the Credit Agreement.

“Tranche C Term Loan Effective Date” shall mean the date on which the conditions specified in Article IV are satisfied (or waived by the Majority Tranche C Term Loan Lenders).

“Tranche C Term Loan Maturity Date” shall mean January 31, 2015.

ARTICLE II

TRANCHE C TERM LOANS

Section 2.01. Commitments. Subject to the terms and conditions set forth herein and in the Credit Agreement, each Tranche C Term Loan Lender agrees to make Tranche C Term Loans to the Borrowers (or, as provided below, to convert Tranche B Term Loans) in Dollars, in an aggregate principal amount equal to such Tranche C Term Loan Lender’s Tranche C Term Loan Commitment. Proceeds of Tranche C Term Loans shall be available for the prepayment of the Tranche B Term Loans, the making of Restricted Payments permitted under the Credit Agreement, the payment of fees and expenses related thereto and any use permitted under Section 8.16(b) of the Credit Agreement (including the general business purposes of the Borrowers).

Notwithstanding the foregoing, it is understood and agreed that any Tranche C Term Loan Lender that also holds any Tranche B Term Loans may elect, by notice to the Administrative Agent, that the Tranche C Term Loans required to be made by such Lender on the Tranche C Term Loan Effective Date shall, to the extent of the portion of such Tranche C Term Loans not exceeding the aggregate principal amount of the Tranche B Term Loans of such Lender, be made through such Tranche B Term Loans being converted into Tranche C Term Loans (and each reference in this Agreement or the Credit Agreement to the “making” of any Tranche C Term Loan, or words of similar import, shall in the case of such Lender be deemed to include such conversion). Without limiting the generality of the foregoing, it is understood that the Tranche C Term Loans into which the Tranche B Term Loans are so converted shall be treated identically to the Tranche C Terms Loans being funded (and not being converted from Tranche B Term Loans) on the Tranche C Term Loan Effective Date and shall have identical Interest Periods in identical proportions and durations as all other Tranche C Loans (and, for these purposes, any Interest Periods for Tranche B Term Loans that are Eurodollar Loans in effect on the Tranche C Term Loan Effective Date shall be terminated on the Tranche C Term Loan Effective Date, and any such converting Lender shall be paid accrued interest on its Tranche B Term Loans being so converted, together with any amounts payable under Section 5.05 of the Credit Agreement, as if the Tranche B Term Loans were being prepaid in full on the Tranche C Term Loan Effective Date).

Incremental Facility Agreement (Tranche C Term Loans)

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

Section 2.03. Repayment of Loans. The Borrowers hereby jointly and severally unconditionally promise to pay to the Administrative Agent for the account of the Tranche C Term Loan Lenders the principal of the Tranche C Term Loans on each Principal Payment Date set forth in column (A) below, by an amount equal to the percentage of the Tranche C Term Loan Closing Balance (as defined below) set forth in column (B) below of the aggregate principal amount of the Tranche C Term Loans:

(A) Principal Payment Date	(B) Percentage Reduction
March 31, 2007	0.250%
June 30, 2007	0.250%
September 30, 2007	0.250%
December 31, 2007	0.250%
March 31, 2008	0.250%
June 30, 2008	0.250%
September 30, 2008	0.250%
December 31, 2008	0.250%
March 31, 2009	0.250%
June 30, 2009	0.250%
September 30, 2009	0.250%
December 31, 2009	0.250%
March 31, 2010	0.250%
June 30, 2010	0.250%
September 30, 2010	0.250%
December 31, 2010	0.250%
March 31, 2011	0.250%
June 30, 2011	0.250%
September 30, 2011	0.250%
December 31, 2011	0.250%

March 31, 2012	0.250%
June 30, 2012	0.250%
September 30, 2012	0.250%
December 31, 2012	0.250%
March 31, 2013	0.250%
June 30, 2013	0.250%
September 30, 2013	0.250%
December 31, 2013	0.250%
March 31, 2014	0.250%
June 30, 2014	0.250%
September 30, 2014	0.250%
December 31, 2014	0.250%
January 31, 2015	92.00%

For purposes hereof, the “Tranche C Term Loan Closing Balance” shall mean the aggregate principal amount of the Tranche C Term Loans outstanding hereunder on the close of business on the Tranche C Term Loan Effective Date.

To the extent not previously paid, all Tranche C Term Loans shall be due and payable on the Tranche C Term Loan Maturity Date. Notwithstanding the foregoing, if on any date (the “Test Date”) the maturity date of the 9 ½% Senior Notes due 2013 of Mediacom LLC shall fall within three months of the Test Date, then the Tranche C Term Loans shall be paid in full on the Test Date.

Section 2.04. Applicable Margin. The Applicable Margin for Tranche C Term Loans of any Type shall be the rates indicated below for Loans of such Type opposite the then current Rate Ratio (determined pursuant to Section 3.03 of the Credit Agreement) indicated below (except that anything in this Agreement or the Credit Agreement to the contrary notwithstanding, the Applicable Margin with respect to the Loans of any Type shall be the highest margins indicated below during any period when an Event of Default shall have occurred and be continuing):

<u>Rate Ratio</u>	<u>Base Rate Loans</u>	<u>Eurodollar Loans</u>
Greater than 3.50 to 1	0.75%	1.75%
Less than or equal to 3.50 to 1	0.50%	1.50%

Section 2.05. Prepayment Premium. Any optional prepayment of Tranche C Term Loans effected on or prior to the first anniversary of the Tranche C Term Loan Effective Date with the proceeds of a substantially concurrent borrowing of bank debt (including any Incremental Facility Term Loans or other term loans permitted under the Credit Agreement pursuant to an amendment thereto, including any conversion of Tranche C Term Loans into any such other borrowings), shall be accompanied by a prepayment fee equal to 1.00% of the aggregate amount of such prepayment in the event that the Applicable Margin in respect of such Incremental Facility Term Loans (or other term loans) is less than the corresponding Applicable Margin in respect of the Tranche C Term Loans.

Section 2.06. Delivery of Lender Addenda. Each Tranche C Term Loan Lender shall become a party to this Agreement by delivering to the Administrative Agent a Lender Addendum duly executed by such Tranche C Term Loan Lender, the Borrowers and the Administrative Agent.

Section 2.07. Status of Agreement. The Tranche C Term Loan Commitments of the Tranche C Term Lenders constitute Incremental Term Loan Commitments. Upon the effectiveness of Amendment No. 1 (i) \$550,000,000 of such Tranche C Term Loan Commitments will constitute Reinstating Incremental Facility Term Loan Commitments and (ii) \$100,000,000 of such Tranche C Term Loan Commitments will constitute utilization of the \$650,000,000 of Incremental Term Loans available under Section 2.01(d)(iii). In addition, the Tranche C Term Loan Lenders constitute Incremental Facility Term Loan Lenders and the Tranche C Term Loans constitute a single Series of Incremental Facility Term Loans under Section 2.01(d) of the Credit Agreement.

ARTICLE III

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.

Incremental Facility Agreement (Tranche C Term Loans)

ARTICLE IV

CONDITIONS

The obligations of the Tranche C Term Loan Lenders to make Tranche C Term Loans are subject to the conditions precedent that each of the following conditions shall have been satisfied (or waived by the Majority Tranche C Term Loan Lenders):

(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 or Lender Addendum) of (i) this Agreement from each Obligor and (ii) Lender Addenda from the Tranche C Term Loan Lenders for aggregate Tranche C Term Loan Commitments in an amount equal to \$650,000,000.

(b) Opinion of Counsel to Obligors. The Administrative Agent shall have received an opinion, dated the Tranche C Term Loan Effective Date, of Sonnenschein Nath & Rosenthal LLP, counsel to the Obligors, covering such matters as the Administrative Agent or any Tranche C Term Loan Lender may reasonably request (and the Borrowers hereby instruct counsel to deliver such opinion to the Tranche C Term Loan 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 C Term Loan Effective Date, to the effect that (i) the representations and warranties made by the Borrowers in Article III 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) and (ii) no Default shall have occurred and be continuing.

(e) Fees and Expenses. The Administrative Agent, and JPMorgan Securities Inc. and Wachovia Capital Markets, LLC as the Joint Lead Arrangers and Joint Bookrunners, shall have received all fees and other amounts due and payable on or prior

to the Tranche C Term Loan 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.

(f) Prepayment of Tranche B Term Loans. The principal of and interest on and all other amounts (including any amounts payable under Section 5.05 of the Credit Agreement) owing in respect of the Tranche B Term Loans shall, to the extent not converted into Tranche C Term Loans as provided herein, have been (or shall be concurrently) prepaid in full from funds available to the Borrowers and the proceeds of the Tranche C Term Loans.

(g) Other Documents. Such other documents as the Administrative Agent or any Tranche C Term Loan Lender or special New York counsel to JPMCB may reasonably request.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Expenses. Subject to the provisions of the Engagement Letter dated as of April 3, 2006 among Mediacom LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC, the Obligors jointly and severally agree to pay, or reimburse JPMorgan Securities Inc. and Wachovia Capital Markets, LLC for paying, all reasonable out-of-pocket expenses incurred by JPMorgan Securities Inc. and Wachovia Capital Markets, LLC and their Affiliates, including the reasonable fees, charges and disbursements of special New York counsel to JPMCB, in connection with the syndication of the Incremental Facility Loans provided for herein and the preparation of this Agreement.

SECTION 5.02. 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 5.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without giving effect to any conflict of laws principles under New York law).

SECTION 5.04. 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 5.05. Amendment. Each Tranche C Term Loan Lender party to this Agreement hereby authorizes and directs the Administrative Agent (a) to execute and deliver on its behalf Amendment No. 1 and (b) to consent to amendments to any instrument or agreement representing Affiliate Subordinated Indebtedness to extend the maturity of such instrument or agreement to the date contemplated in said Amendment No. 1.

Incremental Facility Agreement (Tranche C Term Loans)

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/ _____
Name:
Title:

ZYLSTRA COMMUNICATIONS CORP.

By: /s/ _____
Name:
Title:

c/o Mediacom LLC
100 Crystal Run Road
Middletown, New York 10941

Attention: Mark Stephan

Telecopier No.: (845) 695-2639
Telephone No.: (845) 695-2600

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

By: /s/ _____

Name:

Title:

Address for Notices to
JPMorgan Chase Bank, N.A.,
as Administrative Agent:

JPMorgan Chase Bank, N.A.
1111 Fannin Street, 10th Floor
Houston, Texas 77002-8069
Attention: Loan and Agency Services Group

Telephone No.: 713-750-2102

Telecopier No.: 713-750-2782

Incremental Facility Agreement (Tranche C Term Loans)

By its signature below, the undersigned hereby consents to the foregoing Incremental Facility Agreement and confirms that the Tranche C 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/

Name:

Title:

Address for Notices:

100 Crystal Run Road
Middletown, New York 10941

Attention: Mark Stephan

Telecopier No.: (845) 695-2639

Telephone No.: (845) 695-2600

Incremental Facility Agreement (Tranche C Term Loans)

MEDIACOM MANAGEMENT CORPORATION

By: /s/ _____

Name:

Title:

Address for Notices:

c/o Mediacom LLC
100 Crystal Run Road
Middletown, New York 10941

Attention: Mark Stephan

Telecopier No.: (845) 695-2639

Telephone No.: (845) 695-2600

Incremental Facility Agreement (Tranche C Term Loans)

MEDIACOM INDIANA PARTNERCO LLC

By: Mediacom LLC, Member

By: Mediacom Communications Corporation,
Member

By: /s/ _____

Name:

Title:

Address for Notices:

c/o Mediacom LLC
100 Crystal Run Road
Middletown, New York 10941

Attention: Mark Stephan

Telecopier No.: (845) 695-2639

Telephone No.: (845) 695-2600

Incremental Facility Agreement (Tranche C Term Loans)

MEDIACOM INDIANA HOLDINGS, L.P.

By: Mediacom Indiana Partnerco LLC, General
Partner

By: Mediacom LLC, Member

By: Mediacom Communications Corporation,
Member

By: /s/ _____

Name:

Title:

Address for Notices:

c/o Mediacom LLC
100 Crystal Run Road
Middletown, New York 10941

Attention: Mark Stephan

Telecopier No.: (845) 695-2639

Telephone No.: (845) 695-2600

Incremental Facility Agreement (Tranche C Term Loans)

By its signature below, the undersigned hereby consents to the foregoing Incremental Facility Agreement and confirms that the Tranche C 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/ _____
Name:
Title:

ILLINI CABLEVISION OF ILLINOIS, INC.

By: /s/ _____
Name:
Title:

Incremental Facility Agreement (Tranche C Term Loans)

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 C Term Loan Lenders.

MEDIACOM COMMUNICATIONS
CORPORATION

By: /s/

Name: Mark E. Stephan

Title: Chief Financial Officer

Incremental Facility Agreement (Tranche C Term Loans)

[Form of Lender Addendum]

LENDER ADDENDUM

Reference is made to the Incremental Facility Agreement dated as of May 5, 2006 (the "Incremental Facility Agreement") between 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" and, together with Mediacom Illinois, Mediacom Indiana, Mediacom Iowa, Mediacom Minnesota and Mediacom Wisconsin, the "Mediacom Midwest Borrowers"); 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 Arizona, Mediacom California and Mediacom Delaware, the "Mediacom USA Borrowers"; the Mediacom USA Borrowers together with the Mediacom Midwest Borrowers, the "Borrowers"; the TRANCHE C TERM LOAN LENDERS named therein (the "Tranche C Term Loan Lenders"); and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), which Incremental Facility Agreement is being entered into pursuant to Section 2.01(d) of the Credit Agreement (the "Credit Agreement") dated as of October 21, 2004 among the Borrowers, the Lenders party thereto and the Administrative Agent. Terms used but not defined in this Lender Addendum have the meanings assigned to such terms in the Incremental Facility Agreement and the Amendment and Restatement.

By its signature below, and subject to the acceptance hereof by the Borrowers and the Administrative Agent as provided below, the undersigned hereby becomes a Tranche C Term Loan Lender under the Incremental Facility Agreement, having the Tranche C Term Loan Commitment, set forth below opposite its name.

Form of Lender Addendum

It is understood and agreed that if the undersigned also holds any Tranche B Term Loans under the Credit Agreement, the undersigned may elect, by notice to the Administrative Agent, that the Tranche C Term Loans required to be made by the undersigned on the Tranche C Term Loan Effective Date shall, to the extent of the portion of such Tranche C Term Loans not exceeding the aggregate principal amount of the Tranche B Term Loans of the undersigned, be made through such Tranche B Term Loans being converted into Tranche C Term Loans (and each reference in the Incremental Facility Agreement or the Amendment and Restatement to the "making" of any Tranche C Term Loan, or words of similar import, shall in the case of the undersigned be deemed to include such conversion).

This Lender Addendum shall be governed by, and construed in accordance with, the law of the State of New York (without giving effect to any conflict of laws principles under New York law).

This Lender Addendum 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.

Form of Lender Addendum

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum to be duly executed and delivered by their proper and duly authorized officers as of this 5th day of May, 2006.

Tranche C Term Loan Commitment:

[Name of Tranche C Term Loan Lender]

\$ _____¹

By: /s/ _____

Name:

Title:

[DO NOT COMPLETE UNTIL FINAL COMMITMENT ALLOCATIONS HAVE BEEN DETERMINED.]

¹ Lenders may insert "Full Conversion" in lieu of a Dollar Commitment here if they wish to convert all outstanding Tranche B Term Loans into Tranche C Term Loans. This option is available only if the Dollar amount of the Tranche C Terms Loans to be held after conversion are *exactly equal* to the Dollar amount of the Tranche B Term Loans being converted.

Accepted and agreed:

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

By: /s/ _____
Name:
Title:

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/ _____
Name:
Title:

Form of Lender Addendum

Form of Amendment

[To be inserted]

Form of Amendment

\$800,000,000

INCREMENTAL FACILITY AGREEMENT

(TRANCHE D TERM LOANS)

dated as of May 5, 2006

between

MCC GEORGIA LLC
MCC ILLINOIS LLC
MCC IOWA LLC
MCC MISSOURI LLC

The LENDERS Party Hereto

J.P. MORGAN SECURITIES INC. and
CITIGROUP GLOBAL MARKETS INC.,
as Joint Lead Arrangers and Joint Bookrunners

and

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

CREDIT SUISSE SECURITIES (USA) LLC,
DEUTSCHE BANK SECURITIES INC. and
HARRIS NESBIT FINANCING, INC.,
as Documentation Agents

CITIGROUP GLOBAL MARKETS INC.,
as Syndication Agent

INCREMENTAL FACILITY AGREEMENT

(TRANCHE D TERM LOANS)

INCREMENTAL FACILITY AGREEMENT dated as of May 5, 2006, between MCC IOWA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Iowa"); MCC ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Illinois"); MCC GEORGIA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Georgia"); and MCC MISSOURI LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Missouri", and, together with MCC Iowa, MCC Illinois and MCC Georgia, the "Borrowers"; the TRANCHE D TERM LOAN LENDERS party hereto (including each Tranche D Term Loan Lender as defined below that becomes a party hereto pursuant to a Lender Addendum as defined below) 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 Amendment and Restatement dated as of December 16, 2004 of the Credit Agreement dated as of July 18, 2001 (as modified and supplemented and in effect from time to time, the "Amendment and Restatement").

Section 2.01(e) of the Amendment and Restatement 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 Amendment and Restatement) offer to enter into commitments to make (or, as provided herein, to convert Tranche C Term Loans into) Incremental Facility Loans. The Borrowers have requested that \$800,000,000 of Incremental Term Loans be made available to it in two separate Series of term loans of which (i) \$550,000,000 aggregate principal amount will constitute a single Series of Reinstating Incremental Facility Term Loans to be made on the Tranche D-1 Term Loan Effective Date (as defined below) and (ii) \$250,000,000 aggregate principal amount will constitute a single Series of Incremental Facility Term Loans to be made on the Tranche D-2 Term Loan Effective Date (as defined below). The Tranche D Term Loan Lenders (as defined below) are willing to make (or, in the case of the Tranche D-1 Term Loan Lenders, to convert Tranche C Term Loans into) such loans on the terms and conditions set forth below and in accordance with the applicable provisions of the Amendment and Restatement, and accordingly, the parties hereto hereby agree as follows:

Incremental Facility Agreement (Tranche D Term Loans)

ARTICLE I

DEFINED TERMS

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

“Amendment No. 2” shall mean Amendment No. 2 to the Amendment and Restatement, between the Borrowers and the Administrative Agent, substantially in the form of Schedule II hereto, dated the date hereof.

“Lender Addendum” shall mean, with respect to any Tranche D Term Loan Lender, a Lender Addendum substantially in the form of Schedule I hereto, dated as of the date hereof and executed and delivered by such Tranche D Term Loan Lender as provided in Section 2.06.

“Tranche D Term Loan Commitments” shall mean, collectively, the Tranche D-1 Term Loan Commitments and the Tranche D-2 Term Loan Commitments.

“Tranche D Term Loan Lenders” shall mean, collectively, the Tranche D-1 Term Loan Lenders and the Tranche D-2 Term Loan Lenders.

“Tranche D Term Loan Maturity Date” shall mean January 31, 2015.

“Tranche D Term Loans” shall mean, collectively, the Tranche D-1 Term Loans and the Tranche D-2 Term Loans.

“Tranche D-1 Term Loan Commitment” shall mean, with respect to each Tranche D-1 Term Loan Lender, the commitment of such Lender to make Tranche D-1 Term Loans hereunder (or, as provided herein, to convert Tranche C Term Loans into Tranche D-1 Terms Loans hereunder). The amount of each Tranche D-1 Term Loan Lender’s Tranche D-1 Term Loan Commitment is set forth in the Lender Addendum executed and delivered by such Tranche D-1 Term Loan Lender. The aggregate original amount of the Tranche D-1 Term Loan Commitments is \$550,000,000.

“Tranche D-1 Term Loan Lender” shall mean (a) on the date hereof, a Lender having Tranche D-1 Term Loan Commitments that has executed and delivered a Lender Addendum and (b) thereafter, the Lenders from time to time holding Tranche D-1 Term Loan Commitments or Tranche D-1 Term Loans after giving effect to any assignments thereof pursuant to Section 11.06 of the Amendment and Restatement.

Incremental Facility Agreement (Tranche D Term Loans)

“Tranche D-1 Term Loan Effective Date” shall mean the date on which the conditions specified in Section 4.01 are satisfied (or waived by the Majority Tranche D-1 Term Loan Lenders).

“Tranche D-1 Term Loan” shall mean a Loan made on the Tranche D-1 Term Loan Effective Date (or, as provided herein, converted from Tranche C Term Loans) pursuant to this Agreement which shall constitute a single Series of Incremental Facility Term Loans under Section 2.01(e) of the Amendment and Restatement.

“Tranche D-2 Term Loan Commitment” shall mean, with respect to each Tranche D-2 Term Loan Lender, the Commitment of such Lender to make Tranche D-2 Term Loans hereunder. The amount of each Tranche D-2 Term Loan Lender’s Tranche D-2 Term Loan Commitment is set forth in the Lender Addendum executed and delivered by such Tranche D-2 Term Loan Lender. The aggregate original amount of the Tranche D-2 Term Loan Commitments is \$250,000,000.

“Tranche D-2 Term Loan Lender” shall mean (a) on the date hereof, a Lender having a Tranche D-2 Term Loan Commitment that has executed and delivered a Lender Addendum and (b) thereafter, the Lenders from time to time holding Tranche D-2 Term Loan Commitments or Tranche D-2 Term Loans after giving effect to any assignments thereof pursuant to Section 11.06 of the Amendment and Restatement.

“Tranche D-2 Term Loan” shall mean a loan made on the Tranche D-2 Term Loan Effective Date pursuant to this Agreement which shall constitute a single Series of Incremental Facility Term Loans under Section 2.01(e) of the Amendment and Restatement.

“Tranche D-2 Term Loan Effective Date” shall mean the date on which the conditions specified in Section 4.02 are satisfied or waived by the Majority Tranche D-2 Term Loan Lenders.

ARTICLE II

TRANCHE D TERM LOANS

Section 2.01. Commitments. Subject to the terms and conditions set forth herein and in the Amendment and Restatement, (i) each Tranche D-1 Term Loan Lender agrees to make Tranche D-1 Term Loans to the Borrowers (or, as provided below, to convert Tranche C Term Loans) in Dollars, in an aggregate principal amount equal to such Tranche D-1 Term Loan Lender’s Tranche D-1 Term Loan Commitment on the Tranche D-1 Term Loan Effective Date and (ii) each Tranche D-2 Term Loan Lender agrees to make Tranche D-2 Term Loans to the

Borrowers in Dollars, in an aggregate principal amount equal to such Tranche D-2 Term Loan Lender's Tranche D-2 Term Loan Commitment on the Tranche D-2 Term Loan Effective Date. Proceeds of the Tranche D Term Loans shall be available for the making of Restricted Payments permitted under the Amendment and Restatement, the payment of fees and expenses related thereto and any use permitted under Section 8.17(c) of the Amendment and Restatement (including the general business purposes of the Borrowers) and in addition, proceeds of Tranche D-1 Term Loans shall be available for the prepayment of the Tranche C Term Loans.

Notwithstanding the foregoing, it is understood and agreed that any Tranche D-1 Term Loan Lender that also holds any Tranche C Term Loans may elect, by notice to the Administrative Agent, that the Tranche D-1 Term Loans required to be made by such Lender on the Tranche D-1 Term Loan Effective Date shall, to the extent of the portion of such Tranche D-1 Term Loans not exceeding the aggregate principal amount of the Tranche C Term Loans of such Lender, be made through such Tranche C Term Loans being converted into Tranche D-1 Term Loans (and each reference in this Agreement or the Amendment and Restatement to the "making" of any Tranche D-1 Term Loan, or words of similar import, shall in the case of such Lender be deemed to include such conversion). Without limiting the generality of the foregoing, it is understood that the Tranche D-1 Term Loans into which the Tranche C Term Loans are so converted shall be treated identically to the Tranche D Terms Loans being funded (and not being converted from Tranche C Term Loans) on the Tranche D-1 Term Loan Effective Date and Tranche D-1 Term Loan Commitments shall terminate after the Borrowing of the Tranche D-1 Term Loans on the Tranche D-1 Term Loan Effective Date and shall have identical Interest Periods in identical proportions and durations as all other Tranche D Loans (and, for these purposes, any Interest Periods for Tranche C Term Loans that are Eurodollar Loans in effect on the Tranche D-1 Term Loan Effective Date shall be terminated on the Tranche D-1 Term Loan Effective Date, and any such converting Lender shall be paid accrued interest on its Tranche C Term Loans being so converted, together with any amounts payable under Section 5.05 of the Amendment and Restatement, as if the Tranche C Term Loans were being prepaid in full on the Tranche D-1 Term Loan Effective Date).

Section 2.02. Termination of Commitments. Unless previously terminated, the Tranche D-1 Term Loan Commitments shall terminate after the Borrowing of the Tranche D-1 Term Loans on the Tranche D-1 Term Loan Effective Date and the Tranche D-2 Term Loan Commitments shall terminate after the Borrowing of the Tranche D-2 Term Loans on the Tranche D-2 Term Loan Effective Date.

Section 2.03. Repayment of Loans. The Borrowers hereby jointly and severally unconditionally promise to pay to the Administrative Agent for the account of the Tranche D Term Loan Lenders the principal of the Tranche D-1 Term Loans and Tranche D-2 Term Loans held by such Tranche D Term Loan Lender on each Principal Payment Date set forth in column (A) below, by an amount equal to the percentage of the Tranche D-1 Term Loan Closing Balance and the Tranche D-2 Term Loan Closing Balance (each as defined below), as applicable,

Incremental Facility Agreement (Tranche D Term Loans)

set forth in column (B) below of the aggregate principal amount of the Tranche D-1 Term Loans and the Tranche D-2 Term Loans:

(A) Principal Payment Date	(B) Percentage Reduction
March 31, 2007	0.250%
June 30, 2007	0.250%
September 30, 2007	0.250%
December 31, 2007	0.250%
March 31, 2008	0.250%
June 30, 2008	0.250%
September 30, 2008	0.250%
December 31, 2008	0.250%
March 31, 2009	0.250%
June 30, 2009	0.250%
September 30, 2009	0.250%
December 31, 2009	0.250%
March 31, 2010	0.250%
June 30, 2010	0.250%
September 30, 2010	0.250%
December 31, 2010	0.250%
March 31, 2011	0.250%
June 30, 2011	0.250%
September 30, 2011	0.250%
December 31, 2011	0.250%
March 31, 2012	0.250%
June 30, 2012	0.250%
September 30, 2012	0.250%
December 31, 2012	0.250%

Incremental Facility Agreement (Tranche D Term Loans)

March 31, 2013	0.250%
June 30, 2013	0.250%
September 30, 2013	0.250%
December 31, 2013	0.250%
March 31, 2014	0.250%
June 30, 2014	0.250%
September 30, 2014	0.250%
December 31, 2014	0.250%
January 31, 2015	92.00%

For purposes hereof, (i) the “Tranche D-1 Term Loan Closing Balance” shall mean the aggregate principal amount of the Tranche D-1 Term Loans outstanding hereunder on the close of business on the Tranche D-1 Term Loan Effective Date and (ii) “Tranche D-2 Term Loan Closing Balance” shall mean the aggregate principal amount of the Tranche D-2 Term Loans outstanding hereunder on the close of business on the Tranche D-2 Term Loan Effective Date.

To the extent not previously paid, all Tranche D Term Loans shall be due and payable on the Tranche D Term Loan Maturity Date. Notwithstanding the foregoing, if the 11% senior notes due July 15, 2013 issued by Mediacom Broadband LLC and Mediacom Broadband Corporation are not refinanced by April 15, 2013, the maturity of the Tranche D Term Loans shall be accelerated to such date.

Section 2.04. Applicable Margin. The Applicable Margin for Tranche D Term Loans of any Type shall be the rates indicated below for Loans of such Type opposite the then current Rate Ratio (determined pursuant to Section 3.03 of the Amendment and Restatement) indicated below (except that anything in this Agreement or the Amendment and Restatement to the contrary notwithstanding, the Applicable Margin with respect to the Loans of any Type shall be the highest margins indicated below during any period when an Event of Default shall have occurred and be continuing):

<u>Rate Ratio</u>	<u>Base Rate Loans</u>	<u>Eurodollar Loans</u>
Greater than 3.50 to 1	0.75%	1.75%
Less than or equal to 3.50 to 1	0.50%	1.50%

Section 2.05. Prepayment Premium. Any optional prepayment of Tranche D Term Loans effected on or prior to the first anniversary of the Tranche D-1 Term Loan Effective

Date with the proceeds of a substantially concurrent borrowing of bank debt (including any Incremental Facility Term Loans or other term loans permitted under the Amendment and Restatement pursuant to an amendment thereto, including any conversion of Tranche D Term Loans into any such other borrowings), shall be accompanied by a prepayment fee equal to 1.00% of the aggregate amount of such prepayment in the event that the Applicable Margin in respect of such Incremental Facility Term Loans (or other term loans) is less than the corresponding Applicable Margin in respect of the Tranche D Term Loans.

Section 2.06. Delivery of Lender Addenda. Each Tranche D Term Loan Lender shall become a party to this Agreement by delivering to the Administrative Agent a Lender Addendum duly executed by such Tranche D Term Loan Lender, the Borrowers and the Administrative Agent.

Section 2.07. Status of Agreement. The Tranche D Term Loan Commitments of the Tranche D Term Lenders constitute Incremental Term Loan Commitments of which (i) \$500,000,000 of the Tranche D-1 Term Loan Commitments constitute Reinstating Incremental Facility Term Loan Commitments and (ii) \$50,000,000 of the Tranche D-1 Term Loan Commitments and \$250,000,000 of the Tranche D-2 Term Loan Commitments constitute utilization of the \$500,000,000 of Incremental Term Loans available under Section 2.01(e)(iii). In addition, the Tranche D Term Loan Lenders constitute Incremental Facility Term Loan Lenders, the Tranche D-1 Term Loans constitute a single Series of Incremental Facility Term Loans and the Tranche D-2 Term Loans constitute a single Series of Incremental Facility Term Loans under Section 2.01(e) of the Amendment and Restatement.

Section 2.08. Tranche D-2 Ticking Fee. From and after the Tranche D-1 Term Loan Effective Date and until the Tranche D-2 Term Loan Effective Date, the Borrowers shall pay to the Administrative Agent for the account of the Tranche D-2 Term Loan Lenders, in accordance with their pro rata share of Tranche D-2 Term Loan Commitments, a fee (the "Tranche D-2 Ticking Fee"), which shall accrue at the rate per annum of 0.375% on the Tranche D-2 Term Loan Commitments and shall be payable on the earlier of (i) Tranche D-2 Term Loan Effective Date and (ii) July 1, 2006.

ARTICLE III

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 Amendment and Restatement, 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

Incremental Facility Agreement (Tranche D Term Loans)

to have been made as of a specific date, as of such specific date) and as if each reference therein to the Amendment and Restatement or Loan Documents included reference to this Agreement and (ii) no Default has occurred and is continuing.

ARTICLE IV

CONDITIONS

Section 4.01. Tranche D-1 Term Loan Effective Date. The obligations of the Tranche D-1 Term Loan Lenders to make Tranche D-1 Term Loans are subject to the conditions precedent that each of the following conditions shall have been satisfied (or waived by the Majority Tranche D-1 Term Loan Lenders):

(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 or Lender Addendum) of (i) this Agreement from each Obligor and (ii) Lender Addenda from the Tranche D Term Loan Lenders for aggregate Tranche D Term Loan Commitments in an amount equal to \$800,000,000 (of which \$550,000,000 shall be Tranche D-1 Term Loan Commitments and \$250,000,000 shall be Tranche D-2 Term Loan Commitments).

(b) Opinion of Counsel to Obligors. The Administrative Agent shall have received an opinion, dated the Tranche D-1 Term Loan Effective Date, of Sonnenschein Nath & Rosenthal LLP, counsel to the Obligors, covering such matters as the Administrative Agent or any Tranche D Term Loan Lender may reasonably request (and the Borrowers hereby instruct counsel to deliver such opinion to the Tranche D Term Loan 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 D-1 Term Loan Effective Date, to the effect that (i) the representations and warranties made by the Borrowers in Article III 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) and (ii) no Default shall have occurred and be continuing.

(e) Fees and Expenses. The Administrative Agent, and JPMorgan Securities Inc. and Citigroup Global Markets Inc. as the Joint Lead Arrangers and Joint Bookrunners, shall have received all fees and other amounts due and payable on or prior to the Tranche D-1 Term Loan 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.

(f) Prepayment of Tranche C Term Loans. The principal of and interest on and all other amounts (including any amounts payable under Section 5.05 of the Amendment and Restatement) owing in respect of the Tranche C Term Loans shall, to the extent not converted into Tranche D-1 Term Loans as provided herein, have been (or shall be concurrently) prepaid in full from funds available to the Borrowers and the proceeds of the Tranche D-1 Term Loans.

(g) Other Documents. Such other documents as the Administrative Agent or any Tranche D Term Loan Lender or special New York counsel to JPMCB may reasonably request.

Section 4.02. Tranche D-2 Term Loan Effective Date. The obligations of the Tranche D-2 Term Loan Lenders to make Tranche D-2 Term Loans are subject to the conditions precedent that each of the following conditions shall have been satisfied (or waived by the Majority Tranche D-2 Term Loan Lenders):

(a) Section 4.01 Conditions. Each of the conditions set forth in Section 4.01 shall have satisfied.

(b) Representations and Warranties. The representations and warranties of the Borrowers set forth in this Agreement shall be true and correct on and as of the Tranche D-2 Term Loan Effective Date.

(c) Defaults. At the time of and immediately after giving effect to the borrowing to occur on the Tranche D-2 Term Loan Effective Date, no Default shall have occurred and be continuing.

(d) Availability. Such Tranche D-2 Term Loan shall be made on or before July 1, 2006.

(e) Tranche D-2 Ticking Fee. The Administrative Agent shall have received the Tranche D-2 Ticking Fee for the account of the Tranche D-2 Term Loan Lenders.

(f) Other Documents. Such other documents as the Administrative Agent or any Tranche D Term Loan Lender or special New York counsel to JPMCB may reasonably request.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Expenses. Subject to the provisions of the Engagement Letter dated as of April 3, 2006 among Mediacom Broadband LLC, J.P. Morgan Securities Inc. and Citigroup Global Markets Inc., the Obligors jointly and severally agree to pay, or reimburse JPMorgan Securities Inc. and Citigroup Global Markets Inc. for paying, all reasonable out-of-pocket expenses incurred by JPMorgan Securities Inc. and Citigroup Global Markets Inc. and their Affiliates, including the reasonable fees, charges and disbursements of special New York counsel to JPMCB, in connection with the syndication of the Incremental Facility Loans provided for herein and the preparation of this Agreement.

SECTION 5.02. 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 5.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without giving effect to any conflict of laws principles under New York law).

SECTION 5.04. 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 5.05. Amendment. Each Tranche C Term Loan Lender party to this Agreement hereby authorizes and directs the Administrative Agent (a) to execute and deliver on

its behalf Amendment No. 2 and (b) to consent to amendments to any instrument or agreement representing Affiliate Subordinated Indebtedness to extend the maturity of such instrument or agreement to the date contemplated in said Amendment No. 2.

Incremental Facility Agreement (Tranche D Term Loans)

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.

MCC GEORGIA LLC
MCC ILLINOIS LLC
MCC IOWA LLC
MCC MISSOURI LLC

By Mediacom Broadband LLC, a Member
By Mediacom Communications Corporation,
a Member

By: /s/ Mark E. Stephan
Name: Mark E. Stephan
Title: Chief Financial Officer

c/o Mediacom Communications Corporation
100 Crystal Run Road
Middletown, New York 10941

Attention: Mark E. Stephan

Telecopier No.: (845) 695-2639
Telephone No.: (845) 695-2600

Incremental Facility Agreement (Tranche D Term Loans)

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

By: /s/ _____

Name:

Title:

Address for Notices to
JPMorgan Chase Bank, N.A.,
as Administrative Agent:

JPMorgan Chase Bank, N.A.
1111 Fannin Street, 10th Floor
Houston, Texas 77002-8069
Attention: Loan and Agency Services Group

Telephone No.: 713-750-2102

Telecopier No.: 713-750-2782

Incremental Facility Agreement (Tranche D Term Loans)

By its signature below, the undersigned hereby consents to the foregoing Incremental Facility Agreement and confirms that the Tranche D Term Loans shall constitute "Guaranteed Obligations" under the Guarantee and Pledge Agreement under and as defined in said Amendment and Restatement 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 BROADBAND LLC
By Mediacom Communications Corporation, a
Member

By: /s/ Mark E. Stephen
Name: Mark E. Stephan
Title: Chief Financial Officer

Incremental Facility Agreement (Tranche D Term Loans)

By its signature below, the undersigned hereby confirms that all of its obligations under the Management Fee Subordination Agreement and Sections 5.04 and 5.05 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 Amendment and Restatement and the Tranche D Term Loan Lenders.

MEDIACOM COMMUNICATIONS
CORPORATION

By: /s/ Mark E. Stephan _____

Name: Mark E. Stephan

Title: Chief Financial Officer

Incremental Facility Agreement (Tranche D Term Loans)

[Form of Lender Addendum]

LENDER ADDENDUM

Reference is made to the Incremental Facility Agreement dated as of May 5, 2006 (the "Incremental Facility Agreement") between MCC IOWA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Iowa"); MCC ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Illinois"); MCC GEORGIA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Georgia"); and MCC MISSOURI LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Missouri", and, together with MCC Iowa, MCC Illinois and MCC Georgia, the "Borrowers"); the TRANCHE D TERM LOAN LENDERS named therein (the "Tranche D Term Loan Lenders"); and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), which Incremental Facility Agreement is being entered into pursuant to Section 2.01(e) of the Amendment and Restatement (the "Amendment and Restatement") dated as of December 16, 2004 of the Credit Agreement dated as of July 18, 2001 among the Borrowers, the Lenders party thereto and the Administrative Agent. Terms used but not defined in this Lender Addendum have the meanings assigned to such terms in the Incremental Facility Agreement and the Amendment and Restatement.

By its signature below, and subject to the acceptance hereof by the Borrowers and the Administrative Agent as provided below, the undersigned hereby becomes a Tranche D Term Loan Lender under the Incremental Facility Agreement, having the Tranche D Term Loan Commitment, set forth below opposite its name.

It is understood and agreed that if the undersigned also holds any Tranche C Term Loans under the Amendment and Restatement, the undersigned may elect, by notice to the Administrative Agent, that the Tranche D-1 Term Loans required to be made by the undersigned on the Tranche D-1 Term Loan Effective Date shall, to the extent of the portion of such Tranche D-1 Term Loans not exceeding the aggregate principal amount of the Tranche C Term Loans of the undersigned, be made through such Tranche C Term Loans being converted into Tranche D-1 Term Loans (and each reference in the Incremental Facility Agreement or the Amendment and Restatement to the "making" of any Tranche D-1 Term Loan, or words of similar import, shall in the case of the undersigned be deemed to include such conversion).

This Lender Addendum shall be governed by, and construed in accordance with, the law of the State of New York (without giving effect to any conflict of laws principles under New York law).

Form of Lender Addendum

This Lender Addendum 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.

Form of Lender Addendum

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum to be duly executed and delivered by their proper and duly authorized officers as of this 5th day of May, 2006.

Amount of
Tranche D-1 Term Loan Commitment:

\$ _____ 1

[Name of Tranche D Term Loan Lender]

By: /s/ _____
Name:
Title:

Tranche D-2 Term Loan Commitment:

\$ _____

[DO NOT COMPLETE UNTIL FINAL COMMITMENT ALLOCATIONS HAVE BEEN DETERMINED.]

¹ Lenders may insert "Full Conversion" in lieu of a Dollar Commitment here if they wish to convert all outstanding Tranche C Term Loans into Tranche D-1 Term Loans. This option is available only if the Dollar amount of the Tranche D-1 Terms Loans to be held after conversion are *exactly equal* to the Dollar amount of the Tranche C Term Loans being converted.

Accepted and agreed:

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

By: /s/ _____
Name:
Title:

MCC GEORGIA LLC
MCC ILLINOIS LLC
MCC IOWA LLC
MCC MISSOURI LLC

By Mediacom Broadband LLC, a Member
By Mediacom Communications Corporation,
a Member

By: /s/ _____
Name:
Title:

Form of Lender Addendum

Form of Amendment

[To be inserted]

Form of Amendment

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of May 5, 2006 between 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" and, together with Mediacom Illinois, Mediacom Indiana, Mediacom Iowa, Mediacom Minnesota and Mediacom Wisconsin, the "Mediacom Midwest Borrowers"); 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 Arizona, Mediacom California and Mediacom Delaware, the "Mediacom USA Borrowers"; the Mediacom USA Borrowers together with the Mediacom Midwest Borrowers, the "Borrowers") and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (the "Administrative Agent") pursuant to authority granted by the Majority Lenders pursuant to Section 11.04 of the Credit Agreement referred to below.

The Borrowers, the lenders party thereto, and the Administrative Agent are parties to a Credit Agreement dated as of October 21, 2004 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made by said lenders to the Borrowers in an aggregate principal or face amount not exceeding \$1,150,000,000 (which may, in circumstances therein provided, be increased to \$1,800,000,000).

The Borrowers and the Administrative Agent, pursuant to authority granted by, and having obtained the consent of Lenders party to the Credit Agreement constituting the Majority Lenders wish now to amend the Credit Agreement in certain respects, and accordingly, the parties hereto hereby agree as follows:

Amendment No. 1

Section 1. Definitions. Except as otherwise defined in this Amendment No. 1, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. References Generally. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein” and “hereof”) shall be deemed to be references to the Credit Agreement as amended hereby.

2.02. Definitions. Section 1.01 of the Credit Agreement shall be amended by amending the following definitions (to the extent already included in said Section 1.01) and adding the following definitions in the appropriate alphabetical location (to the extent not already included in said Section 1.01):

“Affiliate Subordinated Indebtedness” shall mean Indebtedness to an Affiliate (i) for which a Borrower is directly and primarily liable, (ii) in respect of which none of its Subsidiaries is contingently or otherwise obligated, (iii) that is subordinated to the obligations of the Borrowers to pay principal of and interest on the Loans, Reimbursement Obligations, fees and other amounts payable hereunder and under the other Loan Documents pursuant to an Affiliate Subordinated Indebtedness Subordination Agreement, (iv) that does not mature prior to January 31, 2016, and that is issued pursuant to documentation containing terms (including interest, covenants and events of default) in form and substance satisfactory to the Majority Lenders, (v) that states by its terms that principal and interest in respect thereof shall only be payable to the extent permitted under Section 8.09 hereof and (vi) that is pledged by the respective holder thereof to the Administrative Agent in a manner that creates a first priority perfected security interest in favor of the Administrative Agent, as collateral security for the obligations of the Borrowers hereunder, pursuant to (in the case of Mediacom LLC) the Guarantee and Pledge Agreement and (in the case of any other holder) a security document in form and substance satisfactory to the Administrative Agent.

“Majority Lenders” shall mean, subject to the last paragraph of Section 11.04 hereof, Lenders having more than 50% of the sum of (a) the aggregate outstanding principal amount of the Term Loans of each Class or, if the Term Loans of either Class shall not have been made, the aggregate outstanding principal amount of the Term Loan Commitments of such Class plus (b) the aggregate outstanding principal amount of the Incremental Facility Term Loans of each Series or, if the Incremental Facility Term Loans of such Series shall not have been made, the aggregate outstanding principal amount of the Incremental Facility Commitments of such Series plus (c) the sum of (i) the aggregate unused amount, if any, of the Incremental Facility Revolving Credit Commitments of each Series at such time plus (ii) the aggregate amount of Letter of Credit

Liabilities in respect of Incremental Facility Letters of Credit of each Series at such time plus (iii) the aggregate outstanding principal amount of the Incremental Facility Revolving Credit Loans of each Series at such time plus (d) the sum of (i) the aggregate unused amount, if any, of the Revolving Credit Commitments at such time plus (ii) the aggregate amount of Letter of Credit Liabilities in respect of Revolving Credit Letters of Credit at such time plus (iii) the aggregate outstanding principal amount of the Revolving Credit Loans at such time.

The “Majority Lenders” of a particular Class of Loans shall mean Lenders having outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments (as applicable, and determined in the manner provided above) of such Class representing more than 50% of the total outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments of such Class at such time.

Notwithstanding any of the foregoing, (i) for purposes of modifying, waiving or making any determination (including taking any action under the last paragraph of Section 9.01) with respect to Section 8.10(a), (b) or (c), the “Majority Lenders” shall mean the Lenders having outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments (other than the Tranche C Term Loans and Tranche C Term Loan Commitments) representing more than 50% of the total outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments (other than the Tranche C Term Loans and Tranche C Term Loan Commitments) and (ii) for purposes of modifying, waiving or making any determination (including taking any action under the last paragraph of Section 9.01) with respect to Section 8.10(d), the “Majority Lenders” shall mean Lenders having outstanding Tranche C Term Loans representing more than 50% of the total outstanding Tranche C Term Loans.

“Reinstating”, when used with respect to any Incremental Facility Commitment, Incremental Facility Loan or Incremental Facility Letter of Credit of any Series, shall refer to (a) in the case of any Incremental Facility Revolving Credit Commitments of any Series, Incremental Facility Revolving Credit Commitments of such Series that replace or reinstate an amount equal to all or any portion of either the Revolving Credit Commitments as of the Closing Date or the Incremental Facility Revolving Credit Commitments of any other Series hereunder, whether concurrently with a voluntary or scheduled reduction of such Commitments or at any time thereafter, and (b) in the case of any Incremental Facility Term Loans of any Series, Incremental Facility Term Loans of such Series either (i) the proceeds of which are applied to the replacement, repayment or prepayment of Term Loans of any Class or Incremental Facility Term Loans of any Series or (ii) that reinstate an amount equal to the Term Loan Commitments or Incremental Facility Term Loan Commitments that have previously expired or been terminated and as to which the Term Loans or Incremental Facility Term Loans thereunder have been paid.

“System Cash Flow” shall mean, for any period, the sum, for the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following: (a) gross operating revenues (not including extraordinary or unusual items but including business interruption insurance (to the extent it represents lost revenue for such period)) for such period minus (b) all operating expenses (not including extraordinary or unusual items) for such period, including, without limitation, technical, programming and selling, general and administrative expenses, but excluding (to the extent included in operating expenses) income taxes, Management Fees, depreciation, amortization, interest expense (including, without limitation, all items included in Interest Expense) and any extraordinary or unusual items plus (c) any compensation received for management services provided by the Borrowers during any such period in respect of any Franchises retained by the seller pursuant to any agreement for the purchase of such Franchises by the Borrowers during any such period plus (d) non-cash operating expenses, including, without limitation, any non-cash compensation expense realized from grants of equity instruments or other rights (including, without limitation, stock options, stock appreciation or other rights, restricted stock, restricted stock units, deferred stock and deferred stock units) to officers, directors and employees of the Borrowers and their Subsidiaries. For the purposes of determining System Cash Flow, gross operating revenues will include revenues received in cash in respect of investments, so long as such investments are recurring (i.e. reasonably expected to continue for four or more fiscal quarters) and do not for any period exceed 20% of gross operating revenues for such period (not including (i) extraordinary or unusual items and (ii) such investment revenues).

Notwithstanding the foregoing, if during any period for which System Cash Flow is being determined the Borrowers or any of their Subsidiaries shall have consummated any acquisition of any CATV System or other business, or consummated any Disposition, then, for all purposes of this Agreement (other than for purposes of the definition of Excess Cash Flow), System Cash Flow shall be determined on a pro forma basis as if such acquisition or Disposition had been made or consummated on the first day of such period.

“Tranche C Term Loan Commitment” means, with respect to each Tranche C Term Loan Lender, the commitment of such Lender to make Tranche C Term Loans under the Tranche C Term Loan Incremental Facility Agreement.

“Tranche C Term Loan Lender” has the meaning specified in the Tranche C Term Loan Incremental Facility Agreement.

“Tranche C Term Loan” means an Incremental Term Loan made pursuant to the Tranche C Term Loan Incremental Facility Agreement.

“Tranche C Term Loan Incremental Facility Agreement” means the Incremental Facility Agreement (Tranche C Term Loans) dated as of May 5, 2006 between the Borrowers, the lenders party thereto and the Administrative Agent.

2.03. References to “Refinancing”. Section 1.01 of the Existing Credit Agreement shall be further amended by deleting the definition of “Refinancing”. In addition, references in the Credit Agreement to “Refinancing” in provisions not otherwise amended hereby (including in the definition of “Incremental Facility Commitments”, and in Section 2.01(d)) are hereby replaced with “Reinstating”.

2.04. Incremental Facility Loans. Section 2.01(d) of the Credit Agreement is hereby amended to read in its entirety as follows:

“(d) Incremental Facility Loans. In addition to borrowings of Term Loans and Revolving Credit Loans provided above, the Borrowers may at any time and from time to time request that the Lenders (or additional financial institutions that will become Lenders hereunder) enter into commitments to make Incremental Facility Revolving Credit Loans (and participate in Incremental Facility Letters of Credit, under Incremental Facility Revolving Credit Commitments) or Incremental Facility Term Loans of one or more Series hereunder. In the event that one or more Lenders (which term, as used in this paragraph (d) shall include such additional financial institutions) offer, in their sole discretion, to enter into such commitments, and such Lenders, the Borrowers and the Administrative Agent (and, if applicable, the Issuing Lenders) agree pursuant to an instrument in writing (the form and substance of which shall be satisfactory, and a copy of which shall be delivered, to the Administrative Agent and the Lenders making such Loans and, if applicable, the Issuing Lenders; any such instrument for any Series of Incremental Loans being herein called an “Incremental Facility Agreement” for such Series) as to the amount of such commitments that shall be allocated to the respective Lenders making such offers, the fees (if any) to be payable by the Borrowers in connection therewith and the amortization and interest rate to be applicable thereto, such Lenders shall become obligated to make Incremental Facility Loans, and (if applicable) to participate in Incremental Facility Letters of Credit, under this Agreement in an amount equal to the amount of their respective Incremental Facility Commitments. The Incremental Facility Loans to be made, and (if applicable) Incremental Facility Letters of Credit to be issued, pursuant to any Incremental Facility Agreement in response to any such request by the Borrowers shall be deemed to be a separate “Series” of Incremental Facility Loans, or (if applicable) Incremental Facility Letters of Credit, for all purposes of this Agreement.

Anything herein to the contrary notwithstanding, the following additional provisions shall be applicable to Incremental Facility Commitments and Incremental Facility Loans:

(i) the minimum aggregate principal amount of Incremental Facility Commitments entered into pursuant to any such request (and, accordingly, the minimum aggregate principal amount of any Series of Incremental Facility Loans and Incremental Facility Letters of Credit) shall be \$10,000,000,

(ii) any additional financial institution that is not already a Lender hereunder that will provide all or any portion of the Incremental Facility Commitment of any Series shall be approved by the Borrowers and the Administrative Agent (which approval shall not be unreasonably withheld) and, in the case of any Incremental Facility Revolving Credit Commitments that provide for Letters of Credit, by each applicable Issuing Lender,

(iii) the aggregate amount of all unused Incremental Facility Commitments and Incremental Facility Loans and Incremental Facility Letters of Credit of all Series shall not exceed \$650,000,000 at any time, except that the limitations of this clause (iii) shall not apply to Reinstating Incremental Facility Commitments, Reinstating Incremental Facility Loans and Reinstating Incremental Facility Letters of Credit,

(iv) in no event shall the final maturity date for the Incremental Facility Term Loans of any Series, or the final commitment termination date of any Incremental Facility Revolving Credit Commitments of any Series, be earlier than the final Principal Payment Date for the Tranche C Term Loans, except that the limitations of this clause (iv) shall not apply to (x) Incremental Facility Revolving Credit Commitments and Incremental Facility Term Loans in an aggregate amount as to all Series up to but not exceeding \$200,000,000, so long as the commitment termination date or final maturity thereof is not earlier than the Revolving Credit Commitment Termination Date (in the case of Incremental Facility Revolving Credit Commitments) or the final Principal Payment Date for the Tranche A Term Loans (in the case of Incremental Facility Term Loans) or (y) Reinstating Incremental Facility Commitments, Reinstating Incremental Facility Loans and Reinstating Incremental Facility Letters of Credit,

(v) the Incremental Facility Term Loans, and Incremental Facility Revolving Credit Commitments, shall have an average life at least as long as any other Class of Loans with the longest average life, except that the limitations of this clause (v) shall not apply to (x) Incremental Facility Revolving Credit Commitments and Incremental Facility Term Loans in an aggregate amount as to all Series up to but not exceeding \$200,000,000, so long as the weighted average life to maturity thereof is not earlier than the weighted average life to maturity applicable to the Revolving Credit Commitments hereunder (in the case of Incremental Facility Revolving Credit Commitments) or Tranche A Term Loans hereunder (in the case of Incremental Facility Term Loans) or (y) Reinstating Incremental Facility Commitments, Reinstating Incremental Facility Loans and Reinstating Incremental Facility Letters of Credit,

(vi) in no event shall the aggregate principal amount of all Revolving Credit Commitments and Reinstating Incremental Facility Revolving Credit Commitments as in effect at any time exceed the Revolving Credit Commitments on the Closing Date, and the Reinstating Incremental Facility Revolving Credit Commitments shall not have a commitment termination date earlier than the scheduled commitment termination date for the Commitments being replaced or reinstated or a commitment reduction schedule with an average life to maturity earlier than the average life to maturity of the commitment reduction schedule of the Commitments being replaced or reinstated,

(vii) in no event shall the aggregate principal amount of all Term Loans and Reinstating Incremental Facility Term Loans of any Class outstanding at any time exceed the aggregate principal amount of the Term Loans outstanding on the Closing Date, and the Reinstating Incremental Facility Term Loans shall not have a final maturity date earlier than the final maturity date of the Loans being refinanced or reinstated or an average life to maturity earlier than the average life to maturity of the Loans being refinanced or reinstated and

(viii) except for the amortization and interest rate and financial covenants (which may be less restrictive than those set forth in Section 8.10 hereof) to be applicable thereto, any fees to be paid in connection therewith and, if applicable, the terms upon which Incremental Facility Letters of Credit are to be issued, the Incremental Facility Loans and Incremental Facility Letters of Credit of any Series shall have the same terms applicable to the Revolving Credit Loans, Term Loans and Letters of Credit hereunder, provided that any Incremental Facility Loans may provide for any terms, whether or not the same as those applicable to the Revolving Credit Loans, Term Loans and Letters of Credit hereunder, if such terms become effective upon the payment in full of the Revolving Credit Loans, Term Loans and Letters of Credit hereunder.

Following execution and delivery by the Borrowers, one or more Incremental Facility Lenders and the Administrative Agent as provided above of an Incremental Facility Agreement with respect to any Series then, subject to the terms and conditions set forth herein:

(x) if such Incremental Facility Loans are to be Incremental Facility Revolving Credit Loans, each Incremental Facility Lender of such Series agrees to make Incremental Facility Revolving Credit Loans of such Series to the Borrowers, and (if applicable) issue Incremental Facility Letters of Credit of such Series for the account of the Borrowers, from time to time during the availability period for such Loans as set forth in such Incremental Facility Agreement, in each case in an aggregate amount

that will not result in such Lender's Incremental Facility Revolving Credit Loans and Incremental Facility Letters of Credit of such Series exceeding such Lender's Incremental Facility Revolving Credit Commitment of such Series; within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Incremental Facility Revolving Credit Loans of such Series; and

(y) if such Incremental Facility Loans are to be Incremental Facility Term Loans, each Incremental Facility Term Loan Lender of such Series agrees to make Incremental Facility Term Loans of such Series to the Borrowers from time to time during the availability period for such Loans set forth in such Incremental Facility Agreement, in a principal amount up to but not exceeding such Lender's Incremental Facility Term Loan Commitment of such Series.

Proceeds of Incremental Facility Loans and Incremental Facility Letters of Credit hereunder shall be available for any use permitted under Section 8.16(b) hereof."

2.05. No Reinstatement. Section 2.04(c) of the Credit Agreement is hereby amended to read in its entirety as follows:

"(c) No Reinstatement. Except for Reinstating Incremental Facility Revolving Credit Commitments or Reinstating Incremental Facility Term Loan Commitments, the Commitments once terminated or reduced may not be reinstated."

2.06. Certain Financial Covenants. Section 8.10 of the Credit Agreement is hereby amended to read in its entirety as follows:

"8.10 Certain Financial Covenants.

(a) Total Leverage Ratio. As to all the Lenders (other than the Tranche C Term Loan Lenders), the Borrowers will not permit the Total Leverage Ratio to exceed the following respective ratios at any time during the following respective periods:

Period	Total Leverage Ratio
From April 1, 2006 through March 31, 2007	5.75 to 1
From April 1, 2007 through March 31, 2008	5.50 to 1

From April 1, 2008 through March 31, 2009	4.75 to 1
From April 1, 2009 and at all times thereafter	4.50 to 1

(b) Interest Coverage Ratio. As to all the Lenders (other than the Tranche C Term Loan Lenders), the Borrowers will not permit the Interest Coverage Ratio to be less than the following respective ratios as at the last day of any fiscal quarter ending during the following respective periods:

<u>Period</u>	<u>Ratio</u>
From April 1, 2006 through March 31, 2007	1.60 to 1
From April 1, 2007 through March 31, 2008	1.70 to 1
From April 1, 2008 through March 31, 2009	1.90 to 1
From April 1, 2009 and at all times thereafter	2.00 to 1

(c) Debt Service Coverage Ratio. As to all the Lenders (other than the Tranche C Term Loan Lenders), the Borrowers will not permit the Debt Service Coverage Ratio to be less than 1.10 to 1 as at any time.

(d) Tranche C Term Loan Total Leverage Ratio. As to the Tranche C Term Loan Lenders, the Borrowers will not permit the Total Leverage Ratio to exceed 6.00 to 1 at any time.”

2.07. Use of Proceeds. Section 8.16(c) of the Credit Agreement is hereby amended to read in its entirety as follows:

“(c) Incremental Facility Loans. The Borrowers will use the proceeds of the Incremental Facility Loans for any of the purposes described in paragraph (a) above; provided that neither the Administrative Agent nor any Lender shall have any responsibility as to the use of any of such proceeds.”

Section 3. Representations and Warranties. Each Obligor represents and warrants to the Lenders and the Administrative Agent, as to itself and each of its subsidiaries, that (a) the representations and warranties set forth in Section 7 (as hereby amended) of the Credit Agreement, and in each of the other Loan Documents, are true and complete on the date hereof 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, such representation or warranty shall be true and correct as of such specific date), and as if each reference in said Section 7 to “this Agreement” included reference to this Amendment No. 1 and (b) no Default or Event of Default has occurred and is continuing.

Section 4. Conditions Precedent. The amendments set forth in Section 2 hereof shall become effective, as of the date hereof, upon the execution and delivery of this Amendment No. 1 by the Borrowers and the Administrative Agent.

Section 5. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. 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 amended hereby without impairing any such obligations or Liens in any respect.

Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Credit Agreement to be duly executed and delivered as of the day and year first above written.

BORROWERS

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/ _____

Name:

Title:

Amendment No. 1

ZYLSTRA COMMUNICATIONS CORP.

By: /s/ _____
Name:
Title:

Amendment No. 1

MEDIACOM LLC

By: Mediacom Communications
Corporation, Member

By: /s/ _____
Name:
Title:

Amendment No. 1

MEDIACOM MANAGEMENT
CORPORATION

By: /s/ _____

Name:

Title:

Amendment No. 1

MEDIACOM INDIANA PARTNERCO
LLC

By: Mediacom LLC, Member

By: Mediacom Communications
Corporation, Member

By: /s/ _____

Name:

Title:

Amendment No. 1

MEDIACOM INDIANA HOLDINGS, L.P.

By: Mediacom Indiana Partnerco LLC,
General Partner

By: Mediacom LLC, Member

By: Mediacom Communications
Corporation, Member

By: /s/

Name:

Title:

Amendment No. 1

MEDIACOM COMMUNICATIONS
CORPORATION

By: /s/

Name: Mark E. Stephan

Title: Chief Financial Officer

Amendment No. 1

ILLINI CABLE HOLDING, INC.

By: /s/ _____
Name:
Title:

ILLINI CABLEVISION OF ILLINOIS,
INC.

By: /s/ _____
Name:
Title:

Amendment No. 1

ADMINISTRATIVE AGENT

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

By: /s/ _____
Name:
Title:

AMENDMENT NO. 2

AMENDMENT NO. 2 dated as of May 5, 2006 between MCC IOWA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Iowa"); MCC ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Illinois"); MCC GEORGIA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Georgia"); and MCC MISSOURI LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Missouri", and, together with MCC Iowa, MCC Illinois and MCC Georgia, the "Borrowers"; and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (the "Administrative Agent") pursuant to authority granted by the Majority Lenders pursuant to Section 11.04 of the Amendment and Restatement referred to below.

The Borrowers, the lenders party thereto, and the Administrative Agent are parties to a Amendment and Restatement dated as of December 16, 2004 of the Credit Agreement dated as of July 18, 2001 (as modified and supplemented and in effect from time to time, the "Amendment and Restatement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made by said lenders to the Borrowers in an aggregate principal or face amount not exceeding \$1,450,505,440.24 (which may, in circumstances therein provided, be increased to \$1,950,505,440.24).

The Borrowers and the Administrative Agent, pursuant to authority granted by, and having obtained the consent of Lenders party to the Amendment and Restatement constituting the Majority Lenders wish now to amend the Amendment and Restatement in certain respects, and accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment No. 2, terms defined in the Amendment and Restatement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, but effective as of the date hereof, the Amendment and Restatement shall be amended as follows:

2.01. References Generally. References in the Amendment and Restatement (including references to the Amendment and Restatement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Amendment and Restatement as amended hereby.

Amendment No. 2

2.02. Definitions. Section 1.01 of the Amendment and Restatement shall be amended by amending the following definitions (to the extent already included in said Section 1.01) and adding the following definitions in the appropriate alphabetical location (to the extent not already included in said Section 1.01):

“Affiliate Subordinated Indebtedness” shall mean Indebtedness to an Affiliate (i) for which a Borrower is directly and primarily liable, (ii) in respect of which none of its Subsidiaries is contingently or otherwise obligated, (iii) that is subordinated to the obligations of the Borrowers to pay principal of and interest on the Loans, Reimbursement Obligations, fees and other amounts payable hereunder and under the other Loan Documents pursuant to an Affiliate Subordinated Indebtedness Subordination Agreement, (iv) that does not mature prior to January 31, 2016, and that is issued pursuant to documentation containing terms (including interest, covenants and events of default) in form and substance satisfactory to the Majority Lenders, (v) that states by its terms that principal and interest in respect thereof shall only be payable to the extent permitted under Section 8.09 hereof and (vi) that is pledged by the respective holder thereof to the Administrative Agent in a manner that creates a first priority perfected security interest in favor of the Administrative Agent, as collateral security for the obligations of the Borrowers hereunder, pursuant to (in the case of Mediacom Broadband) the Guarantee and Pledge Agreement and (in the case of any other holder) a security document in form and substance satisfactory to the Administrative Agent.

“Majority Lenders” shall mean, subject to the last paragraph of Section 11.04 hereof, Lenders having more than 50% of the sum of (a) the aggregate outstanding principal amount of the Tranche A Term Loans or, if the Tranche A Term Loans shall not have been made, the aggregate outstanding principal amount of the Tranche A Term Loan Commitments plus (b) the aggregate outstanding principal amount of the Tranche D Term Loans or, if the Tranche D Term Loans shall not have been made, the aggregate principal amount of the Tranche D Term Loan Commitments, as the case may be, plus (c) the aggregate outstanding principal amount of the Incremental Facility Term Loans of each Series or, if the Incremental Facility Term Loans of such Series shall not have been made, the aggregate outstanding principal amount of the Incremental Facility Commitments of such Series plus (d) the sum of (i) the aggregate unused amount, if any, of the Incremental Facility Revolving Credit Commitments of each Series at such time plus (ii) the aggregate amount of Letter of Credit Liabilities in respect of Incremental Facility Letters of Credit of each Series at such time plus (iii) the aggregate outstanding principal amount of the Incremental Facility Revolving Credit Loans of each Series at such time plus (e) the sum of (i) the aggregate unused amount, if any, of the Revolving Credit Commitments at such time plus (ii) the aggregate amount of Letter of Credit Liabilities in respect of Revolving Credit Letters of Credit at such time plus (iii) the aggregate outstanding principal amount of the Revolving Credit Loans at such time.

The “Majority Lenders” of a particular Class of Loans shall mean Lenders having outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments (as applicable, and determined in the manner provided above) of such Class representing more than 50% of the total outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments of such Class at such time.

Notwithstanding any of the foregoing, (i) for purposes of modifying, waiving or making any determination (including taking any action under the last paragraph of Section 9.01) with respect to Section 8.10(a), (b) or (c), the “Majority Lenders” shall mean the Lenders having outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments (other than the Tranche D Term Loans and Tranche D Term Loan Commitments) representing more than 50% of the total outstanding Loans, Letter of Credit Liabilities, Commitments or unused Commitments (other than the Tranche D Term Loans and Tranche D Term Loan Commitments) and (ii) for purposes of modifying, waiving or making any determination (including taking any action under the last paragraph of Section 9.01) with respect to Section 8.10(d), the “Majority Lenders” shall mean Lenders having outstanding Tranche D Term Loans representing more than 50% of the total outstanding Tranche D Term Loans.

“System Cash Flow” shall mean, for any period, the sum, for the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following: (a) gross operating revenues (not including extraordinary or unusual items but including business interruption insurance (to the extent it represents lost revenue for such period)) for such period minus (b) all operating expenses (not including extraordinary or unusual items) for such period, including, without limitation, technical, programming and selling, general and administrative expenses, but excluding (to the extent included in operating expenses) income taxes, Management Fees, depreciation, amortization, interest expense (including, without limitation, all items included in Interest Expense) and any extraordinary or unusual items plus (c) any compensation received for management services provided by the Borrowers during any such period in respect of any Franchises retained by the seller pursuant to any agreement for the purchase of such Franchises by the Borrowers during any such period plus (d) non-cash operating expenses, including, without limitation, any non-cash compensation expense realized from grants of equity instruments or other rights (including, without limitation, stock options, stock appreciation or other rights, restricted stock, restricted stock units, deferred stock and deferred stock units) to officers, directors and employees of the Borrowers and their Subsidiaries. For the purposes of determining System Cash Flow, gross operating revenues will include revenues received in cash in respect of investments, so long as such investments are recurring (i.e. reasonably expected to continue for four or more fiscal quarters) and do not for any period exceed 20% of gross operating revenues for such period (not including (i) extraordinary or unusual items and (ii) such investment revenues).

Notwithstanding the foregoing, if during any period for which System Cash Flow is being determined the Borrowers or any of their Subsidiaries shall have consummated any acquisition of any CATV System or other business, or consummated any Disposition, then, for all purposes of this Agreement (other than for purposes of the definition of Excess Cash Flow), System Cash Flow shall be determined on a pro forma basis as if such acquisition or Disposition had been made or consummated on the first day of such period.

“Tranche D Term Loan Commitment” means, with respect to each Tranche D Term Loan Lender, the commitment of such Lender to make Tranche D Term Loans under the Tranche D Term Loan Incremental Facility Agreement.

“Tranche D Term Loan Lender” has the meaning specified in the Tranche D Term Loan Incremental Facility Agreement.

“Tranche D Term Loan” means an Incremental Term Loan made pursuant to the Tranche D Term Loan Incremental Facility Agreement.

“Tranche D Term Loan Incremental Facility Agreement” means the Incremental Facility Agreement (Tranche D Term Loans) dated as of May 5, 2006 between the Borrowers, the lenders party thereto and the Administrative Agent.

2.03. Certain Financial Covenants. Section 8.10 of the Amendment and Restatement is hereby amended to read in its entirety as follows:

“8.10 Certain Financial Covenants.

(a) Total Leverage Ratio. As to all the Lenders (other than the Tranche D Term Loan Lenders), the Borrowers will not permit the Total Leverage Ratio to exceed the following respective ratios at any time during the following respective periods:

<u>Period</u>	<u>Total Leverage Ratio</u>
From April 1, 2006 through March 31, 2007	5.75 to 1
From April 1, 2007 through March 31, 2008	5.50 to 1
From April 1, 2008 through March 31, 2009	4.75 to 1
From April 1, 2009 and at all times thereafter	4.50 to 1

(b) Interest Coverage Ratio. As to all the Lenders (other than the Tranche D Term Loan Lenders), the Borrowers will not permit the Interest Coverage Ratio to be less than the following respective ratios as at the last day of any fiscal quarter ending during the following respective periods:

<u>Period</u>	<u>Ratio</u>
From April 1, 2006 through March 31, 2007	1.60 to 1
From April 1, 2007 through March 31, 2008	1.70 to 1
From April 1, 2008 through March 31, 2009	1.90 to 1
From April 1, 2009 and at all times thereafter	2.00 to 1

(c) Debt Service Coverage Ratio. As to all the Lenders (other than the Tranche D Term Loan Lenders), the Borrowers will not permit the Debt Service Coverage Ratio to be less than 1.10 to 1 as at any time.

(d) Tranche D Term Loan Total Leverage Ratio. As to the Tranche D Term Loan Lenders, the Borrowers will not permit the Total Leverage Ratio to exceed 6.00 to 1 at any time.”

Section 3. Representations and Warranties. Each Obligor represents and warrants to the Lenders and the Administrative Agent, as to itself and each of its subsidiaries, that (a) the representations and warranties set forth in Section 7 (as hereby amended) of the Amendment and Restatement, and in each of the other Loan Documents, are true and complete on the date hereof 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, such representation or warranty shall be true and correct as of such specific date), and as if each reference in said Section 7 to “this Agreement” included reference to this Amendment No. 2 and (b) no Default or Event of Default has occurred and is continuing.

Section 4. Conditions Precedent. The amendments set forth in Section 2 hereof shall become effective, as of the date hereof, upon the execution and delivery of this Amendment No. 2 by the Borrowers and the Administrative Agent.

Section 5. Miscellaneous. Except as herein provided, the Amendment and Restatement shall remain unchanged and in full force and effect. This Amendment No. 2 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 2 by signing any such counterpart. This Amendment No. 2

shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. 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 Amendment and Restatement as amended hereby without impairing any such obligations or Liens in any respect.

Amendment No. 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Amendment and Restatement to be duly executed and delivered as of the day and year first above written.

BORROWERS

MCC GEORGIA LLC
MCC ILLINOIS LLC
MCC IOWA LLC
MCC MISSOURI LLC

By Mediacom Broadband LLC, a Member
By Mediacom Communications Corporation, a Member

By: /s/ _____
Name:
Title:

MEDIACOM BROADBAND LLC
By Mediacom Communications Corporation, a Member

By: /s/ _____
Name:
Title:

MEDIACOM COMMUNICATIONS CORPORATION

By: /s/ _____
Name:
Title:

ADMINISTRATIVE AGENT

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

By: /s/ _____
Name:
Title:

Amendment No. 2

CERTIFICATIONS

I, Rocco B. Commisso, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Communications 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 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.

May 10, 2006

By: /s/ ROCCO B. COMMISSO

Rocco B. Commisso

Chief Executive Officer

CERTIFICATIONS

I, Mark E. Stephan, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Communications 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 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.

May 10, 2006

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 Communications Corporation (the "Company") on Form 10-Q for the period ended March 31, 2005 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Rocco B. Commisso, Chief Executive Officer and Mark E. Stephan, 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.

May 10, 2006

By: /s/ ROCCO B. COMMISSO

Rocco B. Commisso

Chief Executive Officer

By: /s/ MARK E. STEPHAN

Mark E. Stephan

Chief Financial Officer
