
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 23, 2010

MEDIACOM BROADBAND LLC

(Exact name of Registrant as specified in its charter)

Delaware
(State of incorporation)

333-72440
(Commission File No.)

06-1615412
(IRS Employer Identification No.)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

See disclosure contained in Item 2.03 below, which is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The operating subsidiaries of Mediacom Broadband LLC (the “Broadband subsidiaries”) have a senior secured credit facility (the “Broadband credit facility”) that consists of revolving credit commitments and term loans. On April 23, 2010, the Broadband credit facility was amended to (i) increase the permitted amount of incremental facilities by \$250.0 million (i.e., to \$750.0 million) and (ii) permit additional incremental facility term loans in an aggregate principal amount equal to not more than 50% of any future reductions in the revolving credit commitments.

On April 23, 2010, the Broadband subsidiaries entered into an incremental facility agreement that provides for a new term loan under the Broadband credit facility in the principal amount of \$600.0 million (“Term Loan F”). On April 23, 2010, the full amount of Term Loan F was borrowed by the Broadband subsidiaries. Following the borrowing of Term Loan F, there were two term loans outstanding under the Broadband credit facility (Term Loan D and Term Loan F).

Borrowings under Term Loan F bear interest at a floating rate or rates equal to, at the option of the Broadband subsidiaries, the Eurodollar Rate or the Base Rate (each as defined in the related credit agreement, as amended), plus a margin of 3.00% for Eurodollar Rate loans and a margin of 2.00% for Base Rate loans; provided that if the margin for any new incremental facility term loans borrowed within 18 months of April 23, 2010 exceeds the margin for borrowings under Term Loan F by more than 25 basis points, the margin for borrowings under Term Loan F shall be increased to the extent necessary so that the margin for such new incremental facility term loans is equal to the margin for borrowings under Term Loan F plus 25 basis points. For the first four years of Term Loan F, the Eurodollar Rate will be subject to a floor of 1.50% and the Base Rate will be subject to a floor of 2.50%. Term Loan F matures on October 23, 2017, and is subject to quarterly reductions of 0.25% of the original principal amount beginning on September 30, 2010. The obligations of the Broadband subsidiaries under Term Loan F are governed by the terms of the related credit agreement, as amended.

The proceeds from Term Loan F were used to repay the outstanding balance of Term Loan E, a portion of the revolving credit portion of the Broadband credit facility, without any reduction in the revolving credit commitments, as well as related fees and expenses.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired — None

(b) Pro Forma Financial Information — None

(c) Shell Company Transactions — None

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 5, dated as of April 23, 2010, 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 party thereto and JPMorgan Chase Bank, as administrative agent for the lenders
10.2	Incremental Facility Agreement, dated as of April 23, 2010, between the operating subsidiaries of Mediacom Broadband LLC, the lenders signatory thereto and JPMorgan Chase Bank, N.A., as administrative agent

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 hereunto duly authorized.

Dated: April 26, 2010

Mediacom Broadband LLC

By: /s/ Mark E. Stephan _____

Mark E. Stephan
Executive Vice President and
Chief Financial Officer

AMENDMENT NO. 5

AMENDMENT NO. 5 dated as of April 23, 2010 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"; JPMorgan Chase Bank, N.A. (the "Administrative Agent") and the Lenders executing this Amendment No. 5, each of which is a party to the Amendment and Restatement referred to below.

The Borrowers, the lenders party thereto, and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent thereunder, 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").

The Borrowers and the 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. 5, terms defined in the Amendment and Restatement and that certain Incremental Facility Agreement (Tranche F Term Loans) dated the date hereof relating to the Amendment and Restatement (the "Tranche F Incremental Facility Agreement") are used herein as defined therein, as the context may require.

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.

2.02. Definitions. Section 1.01 of the Credit Agreement is hereby amended by amending the following definitions (to the extent already included in Section 1.01 of the Amendment and Restatement) and inserting the following definitions (to the extent not already included in said Section 1.01) in the appropriate alphabetical locations:

"Agreement" means this Amendment and Restatement dated as of December 16, 2004, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

“Amendment No. 5” shall mean Amendment No. 5 to this Agreement dated as of April 23, 2010.

“Amendment No. 5 Effective Date” shall mean the date on which Amendment No. 5 became effective in accordance with its terms.

“Loan Documents” shall mean, collectively, this Agreement and each amendment, amendment and restatement or waiver thereof, the Letter of Credit Documents, the Security Documents, each Management Fee Subordination Agreement, each Affiliate Subordinated Indebtedness Subordination Agreement and each Incremental Facility Agreement.

“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 Original Closing Date or the Incremental Facility Revolving Credit Commitments of any other Series hereunder (provided no Revolving Credit Commitment or Incremental Facility Revolving Credit Commitment that is permanently reduced and thereafter forms the basis for any Borrowing of Incremental Facility Term Loans pursuant to clause (b)(iii) below shall be replaced or reinstated), 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, (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, (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 or (iii) following the Amendment No. 5 Effective Date, that are in an aggregate principal amount equal to not more than 50% of any reductions in the Revolving Credit Commitments as in effect on the Amendment No. 5 Effective Date.

2.03. Incremental Facility Loans. Section 2.01(e) of the Amendment and Restatement is hereby amended to replace the text “\$500,000,000” set forth in clause (iii) therein with the text “\$750,000,000.”

2.04. Amendment to Section 8.01. The last paragraph of Section 8.01 of the Credit Agreement is hereby amended by (x) replacing the text “and (ii)” with the text “, (ii)” and (y) inserting the following text immediately prior to the period at the end of such sentence:

“and (iii) setting forth, in form and substance reasonably satisfactory to the Administrative Agent, (x) the aggregate dollar amount that the Borrowers then have the capacity to incur of additional Incremental Facility Commitments, Incremental

Facility Loans and Incremental Facility Letters of Credit (other than Reinstating Incremental Facility Commitments, Reinstating Incremental Facility Loans and Reinstating Incremental Facility Letters of Credit) pursuant to Section 2.01(e)(iii) and (y) the aggregate dollar amount that the Borrowers then have the capacity to incur as additional Reinstating Incremental Facility Commitments, Reinstating Incremental Facility Loans and Reinstating Incremental Facility Letters of Credit pursuant to this Agreement, in each case as of the date of delivery of such certificate”.

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. 5; and

(b) no Default or Event of Default has occurred and is continuing.

Section 4. Conditions Precedent to Effectiveness. The amendment set forth in Section 2 hereof shall become effective on the date upon which each of the following conditions is satisfied:

(a) Counterparts of Agreement. The Administrative Agent shall have (i) received duly executed and delivered counterparts (or written evidence thereof satisfactory to the Administrative Agent, which may include telecopy transmission of a signed signature page) of this Agreement from each Obligor and (ii) obtained consents from the Majority Lenders (after giving effect to the borrowing of the Tranche F Term Loans at the Tranche F Term Loan First Effective Time and the application of proceeds therefrom).

(b) Fees and Expenses. Banc of America Securities LLC, J.P. Morgan Securities Inc. and the Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Amendment No. 5 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.

(c) Amendment Fee. Each Lender that has approved this Amendment No. 5 on or before 2:00 p.m., New York City time, on April 22, 2010, shall have received an amendment fee in an amount equal to 5 basis points on the principal amount of its Loans and Commitments (whether drawn or undrawn), other than Tranche F Term Loan B Commitments, immediately after giving effect to the funding of the Tranche F Term Loans at the Tranche F Term Loan First Effective Time and the application of proceeds therefrom.

(d) Borrowing of Tranche F Term Loans. The Borrowers shall have received the proceeds of the Tranche F Term Loans to be borrowed at the at the Tranche F Term Loan First Effective Time and shall have applied such proceeds to repay all Tranche E Term Loans.

(e) Officer's Certificate. The Administrative Agent shall have received a certificate of a Senior Officer, dated the Amendment No. 5 Effective Date, to the effect that (i) 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, 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.

Section 5. Miscellaneous. Except as herein provided, the Amendment and Restatement shall remain unchanged and in full force and effect. This Amendment No. 5 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. 5 by signing any such counterpart. This Amendment No. 5 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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 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/ Mark E. Stephan _____
Name:
Title:

MEDIACOM BROADBAND LLC

By: Mediacom Communications Corporation,
a Member

By: /s/ Mark E. Stephan _____
Name:
Title:

MEDIACOM COMMUNICATIONS CORPORATION

By: /s/ Mark E. Stephan _____
Name:
Title:

Mediacom Broadband Amendment No. 5

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

By: /s/ Ann B. Kerns
Name: Ann B. Kerns
Title: Vice President

Mediacom Broadband Amendment No. 5

LENDERS

[Name of Institution]

By: _____

Name:

Title:

[Mediacom Broadband Amendment Signature Page]

\$600,000,000

INCREMENTAL FACILITY AGREEMENT

(TRANCHE F TERM LOANS)

dated as of April 23, 2010

between

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

The LENDERS Party Hereto

BANC OF AMERICA SECURITIES LLC

and

J.P. MORGAN SECURITIES INC.

as Joint Lead Arrangers

BANC OF AMERICA SECURITIES LLC,

J.P. MORGAN SECURITIES INC.,

WELLS FARGO SECURITIES, LLC,

CITIGROUP GLOBAL MARKETS INC.,

CREDIT SUISSE SECURITIES (USA) LLC,

DEUTSCHE BANK SECURITIES INC.

and

SUNTRUST ROBINSON HUMPHREY, INC.,

as Joint Bookrunners

and

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

BANK OF AMERICA, N.A.,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Co-Syndication Agents

CREDIT SUISSE SECURITIES (USA) LLC,

as Documentation Agent

INCREMENTAL FACILITY AGREEMENT

(TRANCHE F TERM LOANS)

INCREMENTAL FACILITY AGREEMENT dated as of April 23, 2010, 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 F TERM LOAN LENDERS party hereto (including each Tranche F 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 amended, 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 Incremental Facility Loans. The Borrowers have requested that \$600,000,000 aggregate principal amount of Incremental Term Loans constituting a single Series be made available to it in two drawings on the Tranche F Term Loan Effective Date (as defined below), of which, after giving effect to the Fifth Amendment (as defined below) (i) \$517,500,000 aggregate principal amount will constitute Reinstating Incremental Facility Term Loans and (ii) \$82,500,000 aggregate principal amount will constitute Incremental Facility Term Loans. The Tranche F Term Loan Lenders (as defined below) are willing to make 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:

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:

"Fifth Amendment" means that certain Amendment No. 5 to the Amendment and Restatement dated as of the date hereof.

"Joint Lead Arrangers" means Banc of America Securities LLC and J.P. Morgan Securities Inc.

"Lender Addendum" shall mean, with respect to any Tranche F 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 F Term Loan Lender as provided in Section 2.06.

“Tranche F Term Loan” shall mean a Loan made on the Tranche F 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 F Term Loan A Commitment” shall mean, with respect to each Tranche F Term Loan Lender, the commitment of such Lender to make Tranche F Term Loans hereunder at the Tranche F Term Loan First Effective Time. The amount of each Tranche F Term Loan Lender’s Tranche F Term Loan A Commitment is set forth in the Lender Addendum executed and delivered by such Tranche F Term Loan Lender. The aggregate original amount of the Tranche F Term Loan A Commitments is \$517,500,000.

“Tranche F Term Loan B Commitment” shall mean, with respect to each Tranche F Term Loan Lender, the commitment of such Lender to make Tranche F Term Loans hereunder at the Tranche F Term Loan Second Effective Time. The amount of each Tranche F Term Loan Lender’s Tranche F Term Loan B Commitment is set forth in the Lender Addendum executed and delivered by such Tranche F Term Loan Lender. The aggregate original amount of the Tranche F Term Loan B Commitments is \$82,500,000.

“Tranche F Term Loan Commitments” shall mean, collectively, the Tranche F Term Loan A Commitments and the Tranche F Term Loan B Commitments. The aggregate original amount of the Tranche F Term Loan Commitments is \$600,000,000.

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

“Tranche F Term Loan First Effective Time” shall mean the time at which the conditions specified in Section 4.01 are satisfied (or, other than with respect to Section 4.02(b), waived by the Majority Tranche F Term Loan Lenders).

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

“Tranche F Term Loan Maturity Date” shall mean October 23, 2017.

“Tranche F Term Loan Second Effective Time” shall mean the date on which the conditions specified in Section 4.02 are satisfied (or, other than with respect to Section 4.02(b), waived by the Majority Tranche F Term Loan Lenders).

ARTICLE II

TRANCHE F TERM LOANS

Section 2.01. Commitments. Subject to the terms and conditions set forth herein and in the Amendment and Restatement, each Tranche F Term Loan Lender agrees to make Tranche F Term Loans to the Borrowers in Dollars, in an aggregate principal amount equal to such Tranche F Term Loan Lender’s Tranche F Term Loan A Commitment at the Tranche F Term Loan First Effective Time. Subject to the terms and conditions set forth herein and in the Amendment and Restatement, each Tranche F Term Loan Lender agrees to make Tranche F Term Loans to the Borrowers in Dollars, in an aggregate

principal amount equal to such Tranche F Term Loan Lender's Tranche F Term Loan B Commitment at the Tranche F Term Loan Second Effective Time. The proceeds of the Tranche F Term Loans shall be first applied to the repayment of all outstanding Tranche E Term Loans and thereafter to all outstanding Revolving Credit Loans (but without any reduction in the Revolving Credit Commitments) and the payment of fees and expenses related thereto.

Section 2.02. Termination of Commitments. Unless previously terminated, the Tranche F Term Loan A Commitments shall terminate after the Borrowing of the Tranche F Term Loans at the Tranche F Term Loan First Effective Time. Unless previously terminated, the Tranche F Term Loan B Commitments shall terminate after the Borrowing of the Tranche F Term Loans at the Tranche F Term Loan Second Effective Time.

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 F Term Loan Lenders the principal of the Tranche F Term Loans held by such Tranche F Term Loan Lender on each Principal Payment Date set forth in column (A) below, by an amount equal to the percentage of the aggregate principal amount of the Tranche F Term Loans borrowed on the Tranche F Term Loan Effective Date set forth in column (B) below:

(A) Principal Payment Date	(B) Percentage Reduction
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%
March 31, 2015	0.250%
June 30, 2015	0.250%
September 30, 2015	0.250%
December 31, 2015	0.250%

(A) Principal Payment Date	(B) Percentage Reduction
March 31, 2016	0.250%
June 30, 2016	0.250%
September 30, 2016	0.250%
December 31, 2016	0.250%
March 31, 2017	0.250%
June 30, 2017	0.250%
September 30, 2017	0.250%
October 23, 2017	92.750%

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

Section 2.04. Applicable Margin. The Applicable Margin for Tranche F Term Loans that are Eurodollar Loans shall be 3.00% and the Applicable Margin for Tranche F Term Loans that are Base Rate Loans shall be 2.00%; provided that in the event that the Applicable Margin for any Incremental Facility Term Loans extended within 18 months after the Tranche F Term Loan Effective Date is more than 25 basis points greater than the Applicable Margin for the Tranche F Term Loans, then the Applicable Margin for the Tranche F Term Loans shall be increased to the extent necessary so that the Applicable Margin for such Incremental Facility Term Loans is equal to the Applicable Margin for the Tranche F Term Loans plus 25 basis points; provided, further, that in determining the Applicable Margin applicable to the Tranche F Term Loans and such Incremental Facility Term Loans, (x) original issue discount ("OID") or upfront fees (which shall be deemed to constitute like amounts of OID) payable by the Borrowers to the Lenders of the Tranche F Term Loans or such Incremental Facility Term Loans in the primary syndication thereof shall be included (with OID being equated to interest based on an assumed four-year life to maturity) and (y) customary arrangement or commitment fees payable to the Joint Lead Arrangers (or their affiliates) in connection with the Tranche F Term Loans or to one or more arrangers (or their affiliates) of such Incremental Facility Term Loans shall be excluded.

Section 2.05. Eurodollar Rate and Base Rate Floor. Solely with respect to Tranche F Term Loans, until the fourth anniversary of the Tranche F Term Loan Effective Date, the Base Rate and the Eurodollar Rate shall be as follows (in lieu of the definitions otherwise applicable under the Amendment and Restatement):

"Base Rate" shall mean the higher of (x) for any day, a rate per annum equal to the higher of (a) the Federal Funds Rate for such day plus 1/2 of 1% and (b) the Prime Rate for such day and (y) 2.50%. Each change in any interest rate provided for in the Amendment and Restatement based upon the Base Rate resulting from a change in the Base Rate shall take effect at the time of such change in the Base Rate.

"Eurodollar Rate" shall mean the higher of (x) for any Eurodollar Loan for any Interest Period therefor, a rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Administrative Agent to be equal to the Eurodollar Base Rate for such Loan for such Interest Period divided by 1 minus the Reserve Requirement (if any) for such Loan for such Interest Period and (y) 1.50%.

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

Section 2.07. Status of Agreement. The Tranche F Term Loan A Commitments of the Tranche F Term Loan Lenders constitute Incremental Term Loan Commitments of which (i) \$517,500,000 of the Tranche F Term Loan A Commitments constitute Reinstating Incremental Facility Term Loan Commitments and (ii) none of the Tranche F Term Loan A Commitments constitute utilization of the zero dollars of Incremental Term Loans available under Section 2.01(e)(iii) of the Amendment and Restatement (immediately prior to giving effect to the Fifth Amendment). The Tranche F Term Loan B Commitments of the Tranche F Term Loan Lenders constitute Incremental Term Loan Commitments of which (i) none of the Tranche F Term Loan B Commitments constitute Reinstating Incremental Facility Term Loan B Commitments and (ii) \$82,500,000 of the Tranche F Term Loan B Commitments constitute utilization of the \$250,000,000 of Incremental Term Loans available under Section 2.01(e)(iii) of the Amendment and Restatement (immediately after giving effect to the Fifth Amendment). In addition, the Tranche F Term Loan Lenders constitute Incremental Facility Term Loan Lenders and the Tranche F Term Loans constitute a single Series of Incremental Facility Term Loans under Section 2.01(e) of the Amendment and Restatement.

Section 2.08. Upfront Fee. Borrowers, jointly and severally, agree to pay on the Tranche F Term Loan Effective Date to each Tranche F Term Loan Lender party to this Agreement on the Tranche F Term Loan Effective Date, as fee compensation for the funding of such Tranche F Term Loan Lender's Tranche F Term Loan, an upfront fee (the "Upfront Fee") in an amount equal to 0.50% of the stated principal amount of such Tranche F Term Loan Lender's Tranche F Term Loan, payable to such Tranche F Term Lender from the proceeds of its Tranche F Term Loans as and when funded on the Tranche F Term Loan Effective Date. Such Upfront Fee will be in all respects fully earned, due and payable on the Tranche F Term Loan Effective Date and non-refundable and non-creditable thereafter.

Section 2.09. Special Voting Provisions. Each Tranche F Term Loan Lender, solely in its capacity as a Tranche F Term Loan Lender, hereby agrees that with respect to any matter requiring the vote of Lenders pursuant to (x) any proposed amendment, restatement, waiver, consent, supplement or other modification of Section 8.10 of the Credit Agreement (other than Section 8.10(d)) (including any of the defined terms set forth therein to the extent affecting the calculation of the ratios set forth therein), other than any amendment, restatement, waiver, consent, supplement or other modification of Section 8.10(a) that would permit the Total Leverage Ratio to exceed 6.0 to 1.0, or (y) the exercise of any remedy under the last paragraph of Section 9.01 of the Credit Agreement arising from an Event of Default under Section 8.10 of the Credit Agreement (other than Section 8.10(d)), other than to the extent that such Event of Default arises from a failure to satisfy a maximum Leverage Ratio of 6.0 to 1.0, the Tranche F Term Loans held by such Tranche F Term Loan Lender shall automatically, and without further action on the part of such Lender, the Borrower or the Administrative Agent, be deemed to be voted, and each Tranche F Term Lender irrevocably instructs the Borrower and the Administrative Agent to treat as voted, in the same proportion as the allocation of voting with respect to such matter by other Lenders entitled to vote on such matter (other than in their capacity as Tranche F Term Loan Lenders) so long as such Tranche F Term Loan Lender is treated in connection with the exercise of such right or taking of such action on the same basis as, and in a manner no less favorable to such Tranche F Term Loan Lender, than the other Lenders.

Section 2.10. Prepayment Premium. Any optional prepayment of Tranche F Term Loans effected on or prior to the first anniversary of the Tranche F Term Loan Effective Date with the proceeds of a substantially concurrent borrowing of Incremental Facility Term Loans (including, for the

avoidance of doubt, Reinstating Incremental Facility Term Loans) 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 is less than the corresponding Applicable Margin in respect of the Tranche F Term Loans.

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 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. The obligations of the Tranche F Term Loan Lenders to make Tranche F Term Loans at the Tranche F Term Loan First Effective Time are subject to the conditions precedent that each of the following conditions shall have been satisfied (or waived by the Majority Tranche F 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 F Term Loan Lenders for aggregate Tranche F Term Loan Commitments in an amount equal to \$600,000,000.

(b) Opinion of Counsel to Obligors. The Administrative Agent shall have received an opinion, dated the Tranche F Term Loan Effective Date, of Sonnenschein Nath & Rosenthal LLP, counsel to the Obligors, covering such matters as the Administrative Agent or any Tranche F Term Loan Lender may reasonably request (and the Borrowers hereby instruct counsel to deliver such opinion to the Tranche F 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 F 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 Banc of America Securities LLC, J.P. Morgan Securities Inc., Wells Fargo Securities, LLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc. and SunTrust Robinson Humphrey, Inc. (the "Engagement Parties") shall have received all fees and other amounts due and payable on or prior to the Tranche F 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) Other Documents. Such other documents as the Administrative Agent or any Tranche F Term Loan Lender or special New York counsel to the Administrative Agent may reasonably request.

Section 4.02. The obligations of the Tranche F Term Loan Lenders to make Tranche F Term Loans at the Tranche F Term Loan Second Effective Time are subject to the conditions precedent that each of the following conditions shall have been satisfied (or, solely with respect to clause (a) below, waived by the Majority Tranche F Term Loan Lenders):

(a) Satisfaction of Section 4.01. Each of the conditions precedent set forth in Section 4.01 shall have been satisfied (or waived by the Majority Tranche F Term Loan Lenders).

(b) The Fifth Amendment shall have become effective in accordance with its terms.

ARTICLE V

MISCELLANEOUS

Section 5.01. Expenses. Subject to the provisions of the Engagement Letter dated as of April 15, 2010 among Mediacom Broadband LLC and the Engagement Parties, the Obligors jointly and severally agree to pay, or reimburse each Engagement Party for paying, all reasonable out-of-pocket expenses incurred by each Engagement Party and their Affiliates, including the reasonable fees, charges and disbursements of special New York counsel to the Administrative Agent, in connection with the syndication of the Incremental Facility Loans provided for herein and the preparation of this Agreement.

Section 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.

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.

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

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

By: /s/ Ann B. Kerns

Name: Ann B. Kerns

Title: Vice President

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

By its signature below, the undersigned hereby consents to the foregoing Incremental Facility Agreement and confirms that the Tranche F 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/ Calvin G. Craib

Name:

Title:

[Broadband Mediacom LLC Incremental Facility Agreement]

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 F Term Loan Lenders.

MEDIACOM COMMUNICATIONS CORPORATION

By: /s/ Calvin G. Craib

Name:

Title:

[Broadband Mediacom LLC Incremental Facility Agreement]

[Form of Lender Addendum]

LENDER ADDENDUM

Reference is made to the Incremental Facility Agreement dated as of April 23, 2010 (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 F TERM LOAN LENDERS named therein (the "Tranche F 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 (as amended, modified and supplemented and in effect from time to time, 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 (x) becomes a Tranche F Term Loan Lender under the Incremental Facility Agreement, having the Tranche F Term Loan A Commitment and Tranche F Term Loan B Commitment set forth below above its name and (y) acknowledges that it has delivered, or is concurrently herewith delivering, to the Administrative Agent an executed counterpart signature page to the Fifth Amendment.

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

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.

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 ___day of _____, 2010.

Amount of
Tranche F Term Loan A Commitment:

\$ _____

Tranche F Term Loan B Commitment

\$ _____

[Name of Tranche F Term Loan Lender]

By: _____

Name:

Title:

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

Accepted and agreed:

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

By: _____
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: _____
Name:
Title: