SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

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

For the fiscal year ended December 31, 1998

Commission File Numbers:	333-57285-01
	333-57285

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

New York	06-1433421
New York	06-1513997
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Numbers)

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

914-695-2600
(Registrants' telephone number including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act: None
Securities registered pursuant to Section 12(g) of the Exchange Act: None

Indicate by check mark whether the Registrants (1) have filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days:

Yes X No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the Registrants' knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K: Not Applicable

State the aggregate market value of the common equity held by non-affiliates of the Registrants: Not Applicable

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

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

MEDIACOM LLC AND SUBSIDIARIES
1998 FORM 10-K ANNUAL REPORT

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PART I

ITEM 1. BUSINESS

Introduction

Mediacom LLC ("Mediacom" and collectively with its operating subsidiaries, the "Company") was founded in July 1995 by Rocco B. Commisso principally to acquire, operate and develop cable television systems in selected non-metropolitan markets of the United States. As of December 31, 1998, the Company had completed nine acquisitions of cable television systems (the "Systems") that on such date passed approximately 520,000 homes and served approximately 354,000 basic subscribers. The Company is among the top 25 multiple system operators ("MSOs") in the United States, operating in 14 states and serving 313 franchise communities.

In pursuing its business strategy, the Company has sought to take advantage of opportunities to acquire underperforming and undervalued cable television systems and to build subscriber clusters through regionalized operations. From the commencement of operations in March 1996 to December 1997, the Company completed six acquisitions of cable television systems that, as of December 31, 1998, served approximately 65,250 basic subscribers in California, Arizona, Delaware and Maryland. In 1998, the Company completed three acquisitions of cable television systems that, as of December 31, 1998, served approximately 288,750 basic subscribers in eleven states, principally Alabama, California, Florida, Kentucky, Missouri and North Carolina. The aggregate purchase price for the Company's nine acquisitions was approximately $432.4 million (before closing costs).

The Company is committed to the rapid deployment of state-of-the-art technology in the Systems. In 1998, the Company accelerated its capital improvement program to upgrade the Systems' cable television network affecting approximately 75.0% of its customer base. Upon the program's anticipated completion in June 2000, the Company expects that approximately 85.0% of its customer base will be served by Systems with 550MHz (78 analog channels) to 750MHz bandwidth capacity (78 analog channels, with 200MHz bandwidth capacity reserved for digital cable television and other services). The result of this capital improvement program will be a significant increase in network capacity, quality and reliability. The upgraded network will enable the Company to provide new and enhanced cable services, including digital cable television and high-speed Internet access.

Mr. Commisso is the Chairman and Chief Executive Officer of the Company and has over 21 years of experience with the cable television industry. Mr. Commisso has assembled a management team with significant business experience in acquiring, developing, operating and financing cable television operations. The eleven most senior executives and managers of the Company have an average of over 17 years of experience with the cable television industry. Prior to founding Mediacom, Mr. Commisso served as Executive Vice President, Chief Financial Officer and Director of Cablevision Industries Corporation from August 1986 to March 1995.

Mediacom was organized as a New York limited liability company to serve as the holding company for its four operating subsidiaries, each of which is a Delaware limited liability company. The operating subsidiaries are wholly-owned by Mediacom, except for a 1.0% ownership interest in a subsidiary, Mediacom California LLC, held by Mediacom Management Corporation ("Mediacom Management"). Mediacom Capital Corporation ("Mediacom Capital"), a New York corporation wholly-owned by Mediacom, was formed in 1998 specifically to permit Mediacom to issue debt in the public market and does not conduct operations of its own.

Pursuant to separate management agreements with Mediacom's operating subsidiaries, Mediacom Management, a Delaware corporation wholly-owned by Mr. Commisso, is paid management fees for managing the day-to-day operations of the operating subsidiaries. In accordance with the operating agreement governing the affairs and operations of Mediacom, Mr. Commisso is the sole manager of Mediacom and has overall management and effective control of the business and affairs of the Company.

This Form 10-K contains certain forward-looking statements concerning the Company's operations, economic performance and financial condition, including, in particular, the likelihood of the Company's success in developing and expanding its business. The statements are based upon a number of assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which are beyond the control of the Company, and reflect future business decisions which are subject to change. Some of these assumptions inevitably will not materialize, and unanticipated events will occur which will affect the Company's actual results.

Recent Developments

On February 26, 1999, Mediacom and Mediacom Capital jointly issued $125 million aggregate principal amount of 7 7/8% Senior Notes (the "7 7/8% Senior Notes") due February 2011. The net proceeds from this offering of approximately $121.9 million were used to repay a substantial portion of outstanding indebtedness under the Company's bank credit facilities. Interest on the 7 7/8% Senior Notes will be payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 1999.

Cable Television Industry

Video Services

Cable television systems receive a variety of television, radio, and data signals transmitted to the headend facilities by means of off-air antennas, microwave relay systems and satellite earth stations. These signals are then modulated, amplified and distributed, primarily through fiber optic and coaxial cable, to customers who pay a fee for this service. Cable television systems may also originate their own television programming and other information services for distribution through the system. The cable television industry is regulated by the Federal Communications Commission (the "FCC"), some state governments and substantially all local governments. Cable television systems generally are constructed and operated pursuant to non-exclusive franchises or similar licenses granted by local governmental authorities for a specified term of years, generally for extended periods of up to 15 years.

The cable television industry developed in the United States in the late 1940's and early 1950's in response to the needs of residents in predominantly rural and mountainous areas of the country where the quality of off-air television reception was inadequate due to factors such as topography and remoteness from television broadcast towers. In the late 1960's, cable television systems also developed in small and medium-sized cities and suburban areas that had a limited availability of clear off-air television station signals. All of these markets are regarded within the cable industry as "classic" cable television markets. In more recent years, cable television systems have been constructed in large urban cities and nearby suburban areas, where good off-air reception from multiple television stations usually is already available, in order to receive the numerous, satellite-delivered channels carried by cable television systems which are not otherwise available via broadcast television reception.

Cable television systems offer customers various levels (or "tiers") of cable television services consisting of: (i) off-air television signals of local network, independent and educational stations; (ii) a limited number of television signals from so-called "superstations" originating from distant cities (such as WGN); (iii) various satellite-delivered, non-broadcast channels (such as Cable News Network ("CNN"), MTV: Music Television ("MTV"), the USA Network ("USA"), Entertainment and Sports Programming Network ("ESPN") and Turner Network Television ("TNT"); (iv) certain programming originated locally by the cable television system (such as public, governmental and educational access programs); and (v) informational displays featuring news, weather, stock market and financial reports, and public service announcements. For an extra monthly charge, cable television systems also offer premium television services to their customers, such as Home Box Office ("HBO"), Showtime and regional sports networks. These services are satellite-delivered channels consisting principally of feature films, live sports events, concerts and other special entertainment features, usually presented without commercial interruption.

A customer generally pays an initial installation charge and fixed monthly fees for basic and premium television services and for other services (such as the rental of converters and remote control devices). Such monthly service fees constitute the primary source of revenue for cable operators. In addition to customer revenue from these services, cable operators generate revenue from additional fees paid by customers for pay-per-view programming of movies and special events and from the sale of available advertising spots on advertiser-supported programming. Cable operators also offer to their customers home shopping services, which pay the cable operators a share of revenue from sales of products in the cable operators' service areas.

In 1999, the Company plans to introduce digital cable television in Systems that pass approximately 175,000 homes. To receive this service, the Company's customers will require a digital set top converter. Digital cable television is a computerized method of defining, transmitting and storing information that makes up a television signal. Since digital signals can be "compressed," they can transmit up to 12 channels in the space currently used to transmit just one analog channel. The Company expects to provide to its digital cable subscribers programming packages which include up to 15 new basic services, up to 42 additional "multichannel" premium services, enhanced pay-per-view options with up to 30 movie and sports channels, up to 40 channels of CD-quality music, and an interactive on-screen program guide to help them navigate the new digital choices.

High-Speed Data Services

The Company's accelerated capital improvement program and deployment of fiber optic technology allows the use of the expanded bandwidth capacity for high-speed cable modem services. High-speed cable modem services are now available at speeds far in excess of that which is currently available through the 56 kilobit per second telephone modem. In one of its Systems passing approximately 17,000 homes, the Company currently offers high-speed Internet access through the use of one-way cable modems, which permit data to be downstreamed at high speed while utilizing a telephone line return path. The Company also offers dial-up telephone Internet access in two of its markets. This establishes the Company as an Internet service provider in these markets and creates a customer base that can be upgraded to the high-speed cable modem service in the future.

Business Strategy

The Company's ongoing business strategy is to: (i) acquire underperforming and undervalued cable television systems primarily in non-metropolitan markets, as well as related telecommunications businesses; (ii) invest in the development of a state-of-the-art technological platform for delivery of broadband video and other services to its customers; (iii) provide superior customer service; and (iv) deploy a flexible financing strategy to complement the Company's growth objectives and operating plans. The key elements of the Company's business strategy are:

Pursue Strategic Acquisitions. The Company generally targets systems in geographic proximity to its existing operations. By acquiring and developing within its geographic proximity, the Company expects to realize significant operating efficiencies through the consolidation of many managerial, administrative and technical functions. The Company will pursue "fill-in" acquisitions in geographic areas where it is the dominant provider of cable television services. The Company may also expand its base of operations into other markets or pursue related telecommunications businesses if such acquisitions are consistent with its overall business strategy.

The Company is regularly presented with opportunities to acquire cable television systems that are evaluated on the basis of the Company's acquisition strategy. Although the Company presently does not have any definitive agreements to acquire or sell any of its cable television systems, it is negotiating with prospective sellers to acquire additional cable television systems. If definitive agreements for all such potential acquisitions are executed, and if such acquisitions are then consummated, the Company's customer base would approximately double in size. These acquisitions are subject to the negotiation and completion of definitive documentation, which will include customary representations and warranties and will be subject to a number of closing conditions. Financing for these potential transactions has not been determined; however, if such acquisitions are consummated, the Company believes its total indebtedness would substantially increase. No assurance can be given that such definitive documents will be entered into or that, if entered into, the acquisitions will be consummated.

Target Non-Metropolitan Markets. The Company has acquired clusters of cable television systems serving primarily suburban areas within the top 50 to 100 television markets and small and medium sized communities where customers generally require cable television to clearly receive a full complement of off-air television signals. The Company believes that there are advantages in acquiring and operating cable television systems in such markets, such as: (i) less direct competition given the lower housing densities and the resulting higher costs per customer of installing cable service; (ii) higher subscriber penetration levels and lower customer turnover based on fewer competing entertainment alternatives; and (iii) generally lower overhead and operating costs than similar costs incurred by cable operators serving larger markets.

Invest in Technology and Capital Improvements. As part of its commitment to customer satisfaction, the Company emphasizes high technical performance standards. In 1998, the Company accelerated its capital improvement program to upgrade the Systems' cable television network affecting approximately 75.0% of its basic subscribers. Upon the program's anticipated completion in June 2000, the Company expects that substantially all of its Systems will have a minimum bandwidth capacity of 450MHz and that over 85.0% of its customer base will be served by Systems with 550MHz to 750MHz bandwidth capacity. In most of the Systems, the Company is deploying fiber optic cable to upgrade the technical quality of the network using high capacity, hybrid fiber-coaxial ("HFC") architecture. The result of the accelerated capital improvement program and deployment of HFC architecture will be a significant increase in network capacity, quality and reliability, enabling the Company also to deliver more quickly to its customer base additional programming and new services.

The capital improvement program also provides for the interconnection of cable television systems within a regional cluster through the use of fiber optic cable, thus facilitating the consolidation of headend facilities. By serving larger clusters of customers from a single headend facility, it becomes economically feasible in smaller communities to launch new and enhanced services, such as digital cable television and high-speed Internet access, and to introduce local advertising sales. By the end of 1999, the Company expects to reduce its headend facilities to 138 and to serve approximately 75.0% of its basic subscribers from 34 headend facilities.

Expand Service Offerings. The Company has generally acquired cable television systems that have underserved their customers. As a result, the Company believes that significant opportunities exist to increase the revenues of the Systems by promoting and expanding the programming services and pricing options available to its customers. The Company has utilized the expanded analog channel capacity, resulting from the Systems' technical upgrades, to introduce several new basic programming services, multichannel premium services, and numerous pay-per-view channels. In addition, the Company plans to introduce digital cable television in Systems passing over 175,000 homes in 1999 and high-speed Internet access to Systems passing over 400,000 homes over the next three years.

Deploy Flexible Financing Strategy. The Company has deployed a financing strategy which utilizes a blend of equity and debt capital to complement the Company's acquisition and operating activities. Through its holding company structure, the Company has raised equity from its members and issued public long-term debt at the holding company level, while utilizing its subsidiaries to access debt capital, principally in the commercial bank market, through two stand-alone borrowing groups. The Company believes that this financing strategy is beneficial because it broadens the Company's access to various debt markets, enhances its flexibility in managing the Company's capital structure, reduces the overall cost of debt capital and permits the Company to maintain a substantial liquidity position in the form of unused and available bank credit commitments.

As of December 31, 1998, Mediacom had raised $135.5 million of equity commitments from its members, of which $125.0 million has been invested in Mediacom, and had issued $200.0 million of senior notes in the public debt market. In addition, the Company had established two subsidiary borrowing groups which have obtained in the aggregate $325.0 million of bank credit facilities. Such credit facilities are non-recourse to Mediacom, have no cross-default provisions relating directly to each other and permit the subsidiaries, subject to covenant and other restrictions, to make distributions to Mediacom. As of December 31, 1998, the Company had approximately $189.9 million of unused bank credit commitments, all of which could have been borrowed and distributed to Mediacom under the most restrictive covenants in the Company's bank credit agreements.

Development of the Systems

The Company commenced operations in March 1996 with the acquisition of its first cable television system. As of December 31, 1998, the Company had completed nine acquisitions of cable television systems. The following table summarizes certain information relating to the acquisitions of the Systems in chronological order:

Location of Systems	Predecessor Owner(1)	Acquisition Date	Purchase Price (in millions)(2)	Basic Subscribers(3)
Ridgecrest, CA	Benchmark Communications	March 1996	$ 18.8	9,450
Kern Valley, CA	Booth American Company	June 1996	11.0	6,100
Nogales, AZ	Saguaro Cable TV Investors, L.P.	December 1996	11.4	8,100
Valley Center, CA	Valley Center CableSystems, L.P.	December 1996	2.5	1,900
Dagsboro, DE	American Cable TV Investors 5, Ltd.	June 1997	42.6	29,800
Sun City, CA	Cox Communications, Inc.	September 1997	11.5	9,900
Clearlake, CA	Jones Intercable, Inc.	January 1998	21.4	17,750
Various States	Cablevision Systems Corporation	January 1998	308.2	267,200
Caruthersville, MO	Cablevision Systems Corporation	October 1998	5.0	3,800
			$ 432.4	354,000

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(1) Purchased from the named party, one or more of its affiliates, or the controlling or managing operator.
(2) Represents the final purchase price before closing costs.
(3) As of December 31, 1998.

Description of the Operating Regions

The Systems are managed from four operating regions: Southern, Mid-Atlantic, Central and Western. The table below and the discussion that follows provide an overview of selected operating and technical statistics for each of the Company's four operating regions as of December 31, 1998.

	Southern	Mid-Atlantic	Central	Western	Total
Homes passed	189,000	123,000	124,400	83,600	520,000
Miles of plant	4,775	2,930	2,960	1,285	11,950
Density(1)	40	42	42	65	44
Basic subscribers	134,200	85,500	81,100	53,200	354,000
Basic penetration	71.0%	69.5%	65.2%	63.6%	68.1%
Premium service units	202,000	82,900	101,700	20,500	407,100
Premium penetration	150.5%	97.0%	125.4%	38.5%	115.0%
Average monthly basic revenues per basic subscriber(2)	$ 24.39	$ 24.76	$ 25.02	$ 28.97	$ 25.31
Average monthly revenues per basic subscriber(3)	$ 33.22	$ 31.45	$ 31.63	$ 36.26	$ 32.88
Weighted average analog channel capacity(4)	63	64	54	72	63

(1) Homes passed divided by miles of plant.
(2) Represents average monthly revenues from basic and expanded basic programming services for the three months ended December 31, 1998, divided by basic subscribers as of the end of such period.
(3) Represents average monthly revenues for the three months ended December 31, 1998, divided by basic subscribers as of the end of such period.
(4) Determined on a per subscriber basis.

Southern Region. The Southern Region represents the Company's largest region. Over 82.0% of the region's basic subscribers are located in the suburbs and outlying areas of Pensacola, Fort Walton Beach and Panama City, Florida; Mobile and Huntsville, Alabama; and Biloxi, Mississippi. As of December 31, 1998, the region's Systems passed approximately 189,000 homes and served approximately 134,200 basic subscribers. The internal subscriber growth for this region was 3.1% in 1998. The Company measures internal subscriber growth as the percentage change in basic subscribers from the prior period excluding the effects of acquisitions completed during the current period. All of the region's basic subscribers are serviced from a regional customer service center in Gulf Breeze, Florida, which provides 24-hour, 7-day per week service.

As of December 31, 1998, the weighted average analog channel capacity of the region's Systems was 63 channels and the region's basic subscribers were served by 53 headend facilities. Upon completion of the capital improvement program in June 2000, the Company anticipates that approximately 83.0% of the Southern Region's basic subscribers will be served by Systems with 550MHz to 750MHz bandwidth capacity. The Company eliminated four headend facilities through fiber interconnection in 1998, and expects to eliminate at least one additional headend facility by the end of 1999. The Company plans to launch digital cable television in three of the Southern Region's Systems in 1999 passing approximately 72,000 homes.

Mid-Atlantic Region. The Mid-Atlantic Region's Systems serve communities in lower Delaware, southeastern Maryland and the northeastern and western areas of North Carolina. As of December 31, 1998, the region's Systems passed approximately 123,000 homes and served approximately 85,500 basic subscribers. The internal subscriber growth for this region was 4.9% in 1998. Approximately 65.0% of the region's basic subscribers are serviced from a regional customer service center in Hendersonville, North Carolina, which provides 24-hour, 7-day per week service.

As of December 31, 1998, the weighted average analog channel capacity of the region's Systems was 64 channels and the region's basic subscribers were served by 17 headend facilities. Upon completion of the capital improvement program in June 2000, the Company expects that approximately 93.0% of the Mid-Atlantic Region's basic subscribers will be served by Systems with 550MHz to 750MHz bandwidth capacity. By the end of 1999, the Company expects that five headend facilities will be eliminated through fiber interconnection. In 1999, the Company plans to launch digital cable television in two of the Mid-Atlantic Region's Systems passing approximately 75,000 homes.

Central Region. The Central Region's Systems serve the suburbs and outlying areas of Kansas City and Springfield, Missouri, and Topeka, Kansas, and communities in the western portion of Kentucky. As of December 31, 1998, the region's Systems passed approximately 124,400 homes and served approximately 81,100 basic subscribers. The internal subscriber growth rate of this region was 1.0% in 1998. Substantially all of the region's basic subscribers are serviced from a regional customer service center in Benton, Kentucky, which provides 24-hour, 7-day per week service.

As of December 31, 1998, the weighted average analog channel capacity of the region's Systems was 54 channels and the region's basic subscribers were served by 73 headend facilities. Upon completion of the capital improvement program in June 2000, the Company anticipates that approximately 94.0% of the Central Region's basic subscribers will be served by Systems with 550MHz to 750MHz bandwidth capacity. The Company eliminated two headend facilities through fiber interconnection in 1998, and expects to eliminate seven other headend facilities by the end of 1999. The Company plans to launch digital cable television in one of the Central Region's Systems in 1999 passing approximately 11,000 homes.

Western Region. The Western Region's Systems serve communities in the following areas: (i) Clearlake, California; (ii) the Indian Wells Valley in central California; (iii) portions of Riverside County and San Diego County, California; and (iv) Nogales, Arizona and outlying areas. As of December 31, 1998, the region's Systems passed approximately 83,600 homes and served approximately 53,200 basic subscribers. The Western Region's internal subscriber growth was flat in 1998. The region's basic subscribers are serviced from seven local offices.

As of December 31, 1998, the region's Systems had been significantly upgraded. All of the region's basic subscribers are served by Systems with a minimum 450MHz bandwidth capacity and approximately 65.0% are served by Systems with 550MHz bandwidth capacity. As a result, the weighted average analog channel capacity of the region's Systems was 72 channels. The region's basic subscribers are served by nine headend facilities and the Company expects that one headend facility will be eliminated through fiber interconnection by the end of 1999. The Company plans to launch digital cable television in one of the Western Region's Systems in 1999 passing approximately 17,000 homes.

Technological Overview

The following table summarizes the Systems' bandwidth capacity as of December 31, 1998. On such date, the Systems have a weighted average analog channel capacity of 63 channels.

Operating Regions	Basic Subscribers as of December 31 1998	Percentage of Basic Subscribers by Channel Capacity						Weighted Average Analog Channel Capacity
		30 Channels (270MHz)	36 Channels (300MHz)	42 Channels (330MHz)	54 Channels (400MHz)	62 Channels (450MHz)	78 Channels (550MHz)	
Southern	134,200	0.3%	16.5%	10.5%	4.1%	21.2%	47.4%	63
Mid-Atlantic	85,500	0.0	11.0	25.4	0.6	3.2	59.8	64
Central	81,100	0.8	26.4	29.9	4.3	6.5	32.1	54
Western	53,200	0.0	0.0	0.0	0.0	35.0	65.0	72
Total	354,000	0.3%	15.0%	17.0%	2.7%	15.5%	49.5%	63

Since its commencement of operations in March 1996, the Company made a commitment to upgrade the Systems in order to increase programming choices, provide new and enhanced services, and improve overall customer satisfaction. During the third quarter of 1998, the Company modified its previously disclosed five-year capital improvement program by accelerating the program's completion to two-and-a-half years. Moreover, various Systems that were originally scheduled to be upgraded to 550MHz bandwidth capacity have been redesigned at 750MHz bandwidth capacity, with two-way capability and greater utilization of fiber optic technology. This program will enable the Company to deliver digital cable television and high-speed cable modem service earlier and in a more widespread manner than previously planned, beginning in 1999. Completion of the capital improvement program is expected by June 2000, at which time the Company anticipates that over 85.0% of its customer base will be served by Systems with 550MHz to 750MHz bandwidth capacity.

An integral part of the Company's capital improvement program is the deployment of high capacity, HFC architecture in the upgrade of the Systems. In most Systems affected by the program, the Company deploys fiber to individual nodes serving an average of 250 homes and coaxial cable from the node to the home. This HFC network design provides increased channel capacity, superior signal quality, improved reliability, reduced system maintenance costs and a platform to develop high-speed data services, Internet access and emerging telecommunication services to its customers.

The Company plans to eliminate several headend facilities through fiber interconnection. In 1998, the Company eliminated six headend facilities. The Company anticipates that the number of headend facilities will be reduced further from 152 as of December 31, 1998, to 138 as of December 31, 1999, and that approximately 75.0% of its basic subscribers will be served from 34 headend facilities at the end of 1999.

The Company plans to deploy digital cable television technology capable of expanding channel capacity significantly, with up to 12 digital channels transmitted in the bandwidth normally used by one analog channel. Digital transmission will allow the Company to introduce digital cable television packages which include numerous new basic programming and multichannel premium services, a wider variety of pay-per-view channels, an interactive program guide and digital music services. In 1999, the Company expects to introduce digital cable television in Systems that pass approximately 175,000 homes.

The Company provides Internet access to its customers through high-speed cable modems and through traditional telephone dial-up modems. As of December 31, 1998, the Company served approximately 5,000 residential and commercial Internet access customers in its Western Region. The Company currently is in discussions with a number of service providers of high-speed Internet access and is reviewing plans to launch its own high-speed Internet access in several of the Systems. Over the next three years, the Company expects to launch high-speed Internet access in Systems passing over 400,000 homes through a combination of agreements with service providers and its own launches of such service.

As a result of this accelerated capital improvement program, total capital expenditures (other than those related to acquisitions) were approximately $53.7 million for 1998, of which approximately 64.0% were spent to upgrade the Company's cable plant. The remaining capital expenditures primarily funded plant extensions, new services, converters and replacements. Total capital expenditures of approximately $63.0 million are planned in 1999, of which approximately 64.0% will be spent to upgrade the network.

Marketing, Programming and Rates

The Company's marketing programs and campaigns are based upon offering a variety of cable services creatively packaged and tailored to appeal to its different markets and to segments within each market. The Company routinely surveys its customer base to ensure that it is meeting the demands of its customers and stays abreast of its competition in order to effectively counter competitors' service offerings and promotional campaigns. The Company uses a coordinated array of marketing techniques to attract and retain customers and to increase premium service penetration, including door-to-door and direct mail solicitation, telemarketing, media advertising, local promotional events typically sponsored by programming services and cross-channel promotion of new services and pay-per-view.

The Company has various contracts to obtain basic and premium programming for the Systems from program suppliers whose compensation is typically based on a fixed fee per customer. The Company's programming contracts are generally for a fixed period of time and are subject to negotiated renewal. Some program suppliers provide volume discount pricing structures or offer marketing support to the Company. The Company's successful marketing of multiple premium service packages emphasizing customer value enables the Company to take advantage of such cost incentives. In addition, the Company is a member of the National Cable Television Cooperative, Inc., a programming consortium consisting of small to medium-sized MSOs serving, in the aggregate, over twelve million cable subscribers. The consortium helps create efficiencies in the areas of obtaining and administering programming contracts, as well as secures more favorable programming rates and contract terms for small to medium-sized cable operators. The Company intends to negotiate programming contract renewals both directly and through the consortium to obtain the best available contract terms. The Company's programming costs are expected to increase in the future due to additional programming being provided to its customers, increased costs to purchase programming, inflationary increases and other factors affecting the cable television industry. The Company believes that it will be able to pass through expected increases in its programming costs to customers, although there can be no assurance that it will be able to do so. The Company also has various retransmission consent arrangements with commercial broadcast stations which generally expire in December 1999 and beyond. None of these consents require payment of fees for carriage, however, the Company has entered into agreements with certain stations to carry satellite-delivered cable programming which is affiliated with the network carried by such stations.

Although services vary from system to system due to differences in channel capacity, viewer interests and community demographics, the majority of the Systems offer a "basic service tier," consisting of local television channels (network and independent stations) available over-the-air, satellite-delivered "superstations" originating from distant cities (such as WGN), and local public, governmental, home-shopping and leased access channels. The majority of the Systems offer, for a monthly fee, an expanded basic tier of various satellite-delivered, non-broadcast channels (such as CNN, MTV, USA, ESPN and TNT). In addition to these services, the Systems typically provide one or more premium services such as HBO, Cinemax, Showtime, The Movie Channel and Starz!, which are combined in different packages to appeal to the various segments of the viewing audience. These services are satellite-delivered channels consisting principally of feature films, original programming, live sports events, concerts and other special entertainment features, usually presented without commercial interruption. Such premium programming services are offered by the Systems both on a per-channel basis and as part of premium service packages designed to enhance customer value and to enable the Company to take advantage of programming agreements offering cost incentives based on premium service unit growth. Basic subscribers may subscribe for one or more premium service units. A

"premium service unit" is a single premium service for which a subscriber must pay an additional monthly fee in order to receive the service. The significant expansion of bandwidth capacity resulting from the Company's capital improvement program will allow it to expand the use of "tiered" and multichannel packaging strategies for marketing premium services and promoting niche programming services. The Company believes that these packaging strategies will increase basic and premium penetration as well as revenue per basic subscriber. The Systems also typically provide one or more pay-per-view services purchased from independent suppliers such as Viewer's Choice and Showtime Event Television. These services are satellite-delivered channels, consisting principally of feature films, live sporting events, concerts and other special "events," usually presented without commercial interruption. Such pay-per-view services are offered by the Company on a "per viewing" basis, with subscribers only paying for programs which they select for viewing.

Monthly customer rates for services vary from market to market, primarily according to the amount of programming provided. At December 31, 1998, the Company's monthly basic service rates for residential customers ranged from $3.89 to $17.00, the combined monthly basic and expanded basic service rates for residential customers ranged from $21.50 to $36.95 and per-channel premium service rates (not including special promotions) ranged from $2.95 to $11.95 per service. For the three months ended December 31, 1998, the weighted average monthly rate for the Company's combined basic and expanded basic services was approximately $25.31.

A one-time installation fee, which the Company may wholly or partially waive during a promotional period, is usually charged to new customers. The Company charges monthly fees for converters and remote control tuning devices and also charges administrative fees for delinquent payments for service. Customers are free to discontinue service at any time without additional charge in the majority of the Systems and may be charged a reconnection fee to resume service. Commercial customers, such as hotels, motels and hospitals, are charged negotiated monthly fees and a non-recurring fee for the installation of service. Multiple dwelling unit accounts may be offered a bulk rate in exchange for single-point billing and basic service to all units.

In addition to customer fees, the Company derives modest amounts of revenues from the sale of local spot advertising time on locally originated and satellite-delivered programming and from affiliations with home shopping services (which offer merchandise for sale to customers and compensate system operators with a percentage of their sales receipts).

The Company is an eligible "small cable company" under certain FCC rules, which enables it to utilize a simplified rate setting methodology for most of the Systems in establishing maximum rates for basic and expanded basic services. This methodology almost always results in rates that exceed those produced by the cost-of-service rules applicable to larger cable operators. Approximately 75.0% of the basic subscribers served by the Systems are covered by such FCC rules. The Company believes that its rate practices are generally consistent with the current practices in the industry.

Customer Service and Community Relations

The Company is dedicated to providing superior customer service. The Company expects that its accelerated capital improvement program will significantly strengthen customer service as it will enhance the reliability of the technical network, provide better picture quality and permit the introduction of new programming and other services to the Company's customer base. The Company has implemented stringent internal customer service standards, which it believes meet or exceed those established by the National Cable Television Association. The Company's three regional calling centers offer 24-hour, 7-day per week coverage to over 76.0% of the Systems' customers on a toll-free basis. The Company believes customer service is also enhanced by the regional calling centers' ability to coordinate effectively technical service, installation appointments, and response time to customer inquiries.

In addition, the Company is dedicated to fostering strong community relations in the communities served by the Systems. The Company supports local charities and community causes through staged events and promotional campaigns. The Company also installs and provides free cable television service and, where available, Internet access to public schools, government buildings and not-for-profit hospitals in its franchise areas. The Company believes that its relations with the communities in which the Systems operate are good.

Franchises

Cable television systems are generally operated under non-exclusive franchises granted by local governmental authorities. These franchises typically contain many conditions, such as: time limitations on commencement and completion of construction; conditions of service, including number of channels, types of programming and the provision of free service to schools and certain other public institutions; and the granting of insurance and indemnity bonds by the Company. The provisions of local franchises are subject to federal regulation under the Cable Communications Policy Act of 1984 (the "1984 Cable Act"), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act").

As of December 31, 1998, the Systems were subject to 313 franchises. These franchises, which are non-exclusive, provide for the payment of fees to the issuing authority. In most of the Systems, such franchise fees are passed through directly to the customers. The 1984 Cable Act prohibits franchising authorities from imposing franchise fees in excess of 5% of gross revenues and also permit the cable television system operator to seek renegotiation and modification of franchise requirements if warranted by changed circumstances.

Substantially all of the Systems' basic subscribers are in service areas that require a franchise. The table below groups the franchises of the Systems by date of expiration and presents the approximate number and percentage of basic subscribers for each group of franchises as of December 31, 1998.

Year of Franchise Expiration	Number of Franchises	Percentage of Total Franchises	Number of Basic Subscribers	Percentage of Total Basic Subscribers
1999 through 2002	86	27.5%	112,000	31.6%
2003 and thereafter	227	72.5	242,000	68.4
Total	313	100.0%	354,000	100.0%

The 1984 Cable Act provides, among other things, for an orderly franchise renewal process in which franchise renewal will not be unreasonably withheld or, if renewal is denied and the franchising authority acquires ownership of the system or effects a transfer of the system to another person, the operator generally is entitled to the "fair market value" for the system covered by such franchise. In addition, the 1984 Cable Act established comprehensive renewal procedures which require that an incumbent franchisee's renewal application be assessed on its own merits and not as part of a comparative process with competing applications.

The Company believes that it generally has good relationships with its franchising communities. The Company has never had a franchise revoked or failed to have a franchise renewed. In addition, substantially all of the franchises of the Company eligible for renewal have been renewed or extended prior to their stated expirations, and no franchise community has refused to consent to a franchise transfer to the Company.

Competition

Cable television systems face competition from alternative methods of distributing video programming and from other sources of news, information and entertainment, such as off-air television broadcast programming, newspapers, movie theaters, live sporting events, interactive online computer services and home video products, including videotape cassette recorders. The extent to which a cable television system is competitive depends, in part, upon that system's ability to provide, at a reasonable price to customers, a greater variety of programming and other communications services, and superior technical performance and customer service.

Cable television systems generally operate pursuant to franchises granted on a nonexclusive basis. The 1992 Cable Act prohibits franchising authorities from unreasonably denying requests for additional franchises and permits franchising authorities to operate cable television systems. Well-financed businesses from outside the cable television industry (such as the public utilities that own the poles to which cable is attached) may become competitors for franchises or providers of competing services. Competition from other video service providers exists in areas served by the Company. In a limited number of the franchise areas served by the Systems, the Company faces direct competition from

other franchised cable operators. There can be no assurance, however, that additional cable television systems will not be constructed in other franchise areas of the Systems.

Cable operators also face competition from private satellite master antenna television ("SMATV") systems that serve condominium, apartment and office complexes and private residential developments. SMATV systems offer both improved reception of local television stations and many of the same satellite-delivered program services offered by franchised cable television systems. SMATV operators often enter into exclusive agreements with building owners or homeowners associations, although some states have enacted laws that authorize franchised cable operators access to such private complexes. These laws have been challenged in the courts with varying results. In addition, some companies are developing and/or offering to these private residential and commercial developments packages of telephony, data and video services. The Telecommunications Act of 1996 (the "1996 Telecom Act") states that SMATV systems can interconnect non-commonly owned buildings without having to comply with local, state and federal regulatory requirements that are imposed on cable television systems providing similar services, as long as they do not use public rights-of-way. For instance, while a franchised cable television system typically is obligated to extend service to all areas of a community regardless of population density or economic risk, a SMATV system may confine its operation to small areas that are easy to serve and are more likely to be profitable. The ability of the Company to compete for customers in residential and commercial developments served by SMATV operators is uncertain.

The FCC has recently allocated a sizable amount of spectrum in the 27-31 GHz band for use by a new wireless service, Local Multipoint Distribution Service ("LMDS"), which among other uses, can deliver over 100 channels of programming directly to consumers' homes. The FCC completed an auction of this spectrum to the public in March 1998, with cable operators and local telephone companies restricted in their participation in this auction. The extent to which the winning licensees for the LMDS service will use this spectrum in particular regions of the country to deliver multichannel video programming and other services to subscribers, and therefore provide competition to franchises cable television systems, is uncertain at this time.

Individuals presently have the option to purchase earth stations, which allow the direct reception of satellite-delivered broadcast and non-broadcast program services formerly available only to cable television subscribers. Most satellite-distributed program signals are electronically scrambled so as to permit reception only with authorized decoding equipment for which the consumer must pay a fee. The 1992 Cable Act enhances the right of satellite distributors and other competitors to purchase non-broadcast satellite-delivered programming. The fastest growing method of satellite distribution is by high-powered direct broadcast satellites (DBS) utilizing video compression technology. This technology has the capability of providing more than 100 channels of programming over a single high-powered DBS satellite with significantly higher capacity available if multiple satellites are placed in the same orbital position. DBS service can be received virtually anywhere in the United States through the installation of a small rooftop or side-mounted antenna. Three service providers are presently heavily marketing DBS service on a nationwide basis. The 1996 Telecom Act and FCC regulations preempt certain local restrictions on the location and use of DBS and other satellite receiver dishes.

High-power DBS services are currently being provided by DirecTV, Inc. ("DirecTV") and EchoStar Communications Corporation ("EchoStar"), and medium-power service is being provided by PrimeStar, Inc. ("PrimeStar"). Recently announced transactions would result in DirecTV and EchoStar obtaining additional high-power DBS channel capacity through the acquisition of other DBS facilities, and DirecTV's acquiring PrimeStar's medium-power DBS business. If these transactions are approved and consummated, DirecTV and EchoStar will be able to significantly increase the number of channels on which they can provide programming to subscribers and will improve significantly their competitive positions vis-a-vis cable operators. The Company is unable to predict the impact that these enhanced DBS operations may have on its business and operations.

DBS systems currently have certain advantages over cable television systems with respect to programming and digital quality, as well as disadvantages that include high upfront costs and a lack of local programming, service and equipment distribution. Legislation has been introduced in Congress to include carriage of local signals by DBS providers under the copyright law. The ability of DBS to deliver local signals would eliminate a significant advantage that cable operators currently have over DBS providers. The Company will magnify its competitive service price points and seek to maintain programming parity with DBS by increasing the channel capacity of most of the Systems to a minimum of 78 channels and by introducing new basic and premium channels, additional pay-per-view programming, digital cable television, and high-speed Internet access.

Cable television systems also compete with wireless program distribution services such as multichannel, multipoint distribution systems ("MMDS"), which uses low power microwave frequencies to transmit video programming over the air to customers. Wireless distribution services generally provide many of the programming services provided by cable television systems, and digital compression technology is likely to increase significantly MMDS' channel capacity. MMDS service requires unobstructed "line of sight" transmission paths. In the majority of the Company's franchise service areas, prohibitive topography and "line of sight" access has and is likely to continue to limit competition from MMDS systems. The Company is not aware of any significant MMDS operation currently within its cable television franchise service areas. However, Wireless One, Inc., an MMDS operator, does compete in five market areas in the Southern Region. The Company estimates that Wireless One's overall penetration in these markets is less than 1.5%. The Company is not aware of any other MMDS operator in any of its other markets. The Company is unable to predict whether MMDS will have a material impact on its business operations.

The 1996 Telecom Act makes it easier for local exchange carriers ("LECs") and others to provide a wide variety of video services competitive with services provided by cable television systems and to provide cable television services directly to subscribers. For example, telephone companies may now provide video programming directly to their subscribers in their telephone service territory, subject to certain regulatory requirements. Various LECs currently are providing video programming services within and outside their telephone service areas through a variety of distribution methods, including both the deployment of broadband wire facilities and the use of wireless transmission facilities. Cable television systems could be placed at a competitive disadvantage if the delivery of video programming services by LECs becomes widespread, since LECs are not required, under certain circumstances, to obtain local franchises to deliver such video services or to comply with the variety of obligations imposed upon cable television systems under such franchises. Issues of cross-subsidization by LECs of video and telephony services also pose strategic disadvantages for cable operators seeking to compete with LECs that provide video services. The Company cannot predict the likelihood of success of video service ventures by LECs or the impact on the Company of such competitive ventures. The Company believes, however, that the non-metropolitan markets in which it provides or expects to provide cable television services are unlikely to support competition in the provision of video and telecommunications broadband services given the lower population densities and higher capital costs per household of installing plant. The 1996 Telecom Act's provision promoting facilities-based broadband competition is primarily targeted at larger markets, and its prohibition on buy-outs and joint ventures between incumbent cable operators and LECs exempts small cable operators and carriers meeting certain criteria. The Company believes that significant growth opportunities exist for the Company by establishing cooperative rather than competitive relationships with LECs within its service areas, to the extent permitted by law.

The Company's Systems offer or plan to offer high-speed Internet access to subscribers. These Systems will compete with a number of other companies, many of whom have substantial resources, such as existing Internet service providers, commonly known as ISPs, and local and long distance telephone companies. Recently a number of ISPs have requested local authorities and the FCC to provide rights of access to cable television systems' broadband infrastructure in order that they be permitted to deliver their services directly to their customers. In a recent report, the FCC declined to institute a proceeding to examine this issue, and concluded that alternative means of access are or soon will be made to a broad range of ISPs. Because the FCC believes the marketplace is working and expanding consumer choice for broadband services, it declined to take action on ISP access to broadband cable facilities and indicated that it would continue to monitor the issue. Several local jurisdictions are also reviewing this issue.

Other new technologies may become competitive with services that cable television systems can offer. The 1996 Telecom Act directed the FCC to establish, and the FCC has adopted regulations and policies for the issuance of licenses for digital television ("DTV") to incumbent television broadcast licensees. DTV is expected to deliver high definition television pictures, multiple digital-quality program streams as well as CD-quality audio programming and advanced digital services, such as data transfer or subscription video. The FCC also has authorized television broadcast stations to transmit textual and graphic information useful both to consumers and businesses. The FCC also permits commercial and noncommercial FM stations to use their subcarrier frequencies to provide non-broadcast services including data transmissions. The FCC established an over-the-air Interactive Video and Data Service that will permit two-way interaction with commercial and educational programming along with informational and data services. LECs and other common carriers provide facilities for the transmission and distribution to homes and businesses of video services, including interactive computer-based services like the Internet, data and other non-video services.

The 1996 Telecom Act provides that registered utility holding companies and their subsidiaries may provide telecommunications services (including cable television) notwithstanding the Public Utilities Holding Company Act of 1935, as amended. Electric utilities must establish separate subsidiaries known as "exempt telecommunications

companies" and must apply to the FCC for operating authority. Due to their resources, electric utilities could be formidable competitors to traditional cable television systems.

Advances in communications technology as well as changes in the marketplace and the regulatory and legislative environments are constantly occurring. Thus, it is not possible to predict the effect that ongoing or future developments might have on the cable industry or on the operations of the Company.

Employees

Other than the executive officers named under "Directors and Executive Officers of the Registrants," Mediacom has no employees. As of December 31, 1998, the operating subsidiaries of Mediacom had approximately 650 full-time equivalent employees. None of the Company's employees is represented by a labor union. The Company considers its relations with its employees to be good.

Legislation and Regulation

The cable television industry is regulated by the FCC, some state governments and substantially all local governments. In addition, various legislative and regulatory proposals under consideration from time to time by Congress and various federal agencies have in the past, and may in the future, materially affect the Company and the cable television industry. The following is a summary of federal laws and regulations materially affecting the growth and operation of the cable television industry and a description of certain state and local laws. The Company believes that the regulation of its industry remains a matter of interest to Congress, the FCC and other regulatory authorities. There can be no assurance as to what, if any, future actions such legislative and regulatory authorities may take or the effect thereof on the Company.

Federal Legislation

The principal federal statute governing the cable television industry is the Communications Act of 1934 (the "Communications Act"). As it affects the cable television industry, the Communications Act has been significantly amended on three occasions, by the 1984 Cable Act, the 1992 Cable Act, and the 1996 Telecom Act. The 1996 Telecom Act altered the regulatory structure governing the nation's telecommunications providers. It removed barriers to competition in both the cable television market and the local telephone market. Among other things, it also reduced the scope of cable rate regulation. In addition, the 1996 Telecom Act required the FCC to undertake a host of rulemakings to implement the 1996 Telecom Act, the final outcome of which cannot yet be determined.

FCC Regulation

The FCC, the principal federal regulatory agency with jurisdiction over cable television, has adopted regulations covering such areas as cross-ownership between cable television systems and other communications businesses, carriage of television broadcast programming, cable rates, consumer protection and customer service, leased access, indecent programming, programmer access to cable television systems, programming agreements, technical standards, consumer electronics equipment compatibility, ownership of home wiring, program exclusivity, equal employment opportunity, consumer education and lockbox enforcement, origination cablecasting and sponsorship identification, children's programming, signal leakage and frequency use, maintenance of various records, and antenna structure notification, marking and lighting. The FCC has the authority to enforce these regulations through the imposition of substantial fines, the issuance of cease and desist orders and/or the imposition of other administrative sanctions, such as the revocation of FCC licenses needed to operate certain transmission facilities often used in connection with cable operations. Below is a brief summary of certain of these federal regulations as adopted to date.

Rate Regulation

The 1984 Cable Act codified existing FCC preemption of rate regulation for premium channels and optional non-basic program tiers. The 1984 Cable Act also deregulated basic cable rates for cable television systems determined by the FCC to be subject to effective competition. The 1992 Cable Act substantially changed the previous statutory and FCC rate regulation standards. The 1992 Cable Act replaced the FCC's old standard for determining effective competition, under which most cable television systems were not subject to local rate regulation, with a statutory provision that resulted in nearly all cable television systems becoming subject to local rate regulation of basic service. The 1996 Telecom Act expands the definition of effective competition to cover situations where a local telephone company or its affiliate, or any multi-channel video provider using telephone company facilities, offers comparable video service by any means except DBS. Satisfaction of this test deregulates both basic and cable programming service tiers ("CPST"). Additionally, the 1992 Cable Act required the FCC to adopt a formula for franchising authorities to implement to assure that basic cable rates are reasonable; allowed the FCC to review rates for cable programming service tiers (other than per-channel or per-program services) in response to complaints filed by franchising authorities and/or cable customers; prohibited cable television systems from requiring basic subscribers to purchase service tiers above basic service in order to purchase premium services if the system is technically capable of doing so; required the FCC to adopt regulations to establish, on the basis of actual costs, the price for installation of cable service, remote controls, converter boxes and additional outlets; and allowed the FCC to impose restrictions on the retiering and rearrangement of cable services under certain limited circumstances. The 1996 Telecom Act limits the class of complainants regarding CPST rates to franchising authorities only, after first receiving two rate complaints from local subscribers.

The 1996 Telecom Act sunsets FCC regulation of CPST rates for all cable television systems (regardless of size) on March 31, 1999. Efforts to delay or reverse this regulatory sunset have thus far been unsuccessful, but can be expected to continue. The 1996 Telecom Act also relaxes existing uniform rate requirements by specifying that uniform rate requirements do not apply where the operator faces "effective competition," and by exempting bulk discounts to multiple dwelling units, although complaints about predatory pricing still may made to the FCC.

The FCC's regulations contain standards for the regulation of basic service and CPST rates (other than per-channel or per-program services). Local franchising authorities and the FCC, respectively, are empowered to order a reduction of existing rates which exceed the maximum permitted level for basic and CPST services and associated equipment, and refunds can be required. The FCC adopted a benchmark price cap system for measuring the reasonableness of existing basic service and CPST rates. Alternatively, cable operators have the opportunity to make cost-of-service showings, which, in some cases, may justify rates above the applicable benchmarks. The rules also require that charges for cable-related equipment (e.g., converter boxes and remote control devices) and installation services be unbundled from the provision of cable service and based upon actual costs plus a reasonable profit. The regulations also provide that future rate increases may not exceed an inflation-indexed amount, plus increases in certain costs beyond the cable operator's control, such as taxes, franchise fees and increased programming costs. Cost-based adjustments to these capped rates can also be made in the event a cable operator adds or deletes channels. In addition, new product tiers consisting of services new to the cable television system can be created free of rate regulation as long as certain conditions are met such as not moving services from existing tiers to the new tier. There is also a streamlined cost-of-service methodology available to justify a rate increase on basic and regulated CPST tiers for "significant" system rebuilds or upgrades.

As a further alternative, in 1995 the FCC adopted a simplified cost-of-service methodology which can be used by "small cable systems" owned by "small cable companies" (the "small system rules"). A "small system" is defined as a cable television system that has, on a headend basis, 15,000 or fewer basic subscribers. A "small cable company" is defined as an entity serving a total of 400,000 or fewer basic subscribers that is not affiliated with a larger cable television company, (i.e., a larger cable television company does not own more than a 20 percent equity share or exercise de jure control). This small system rate-setting methodology establishes maximum rates for the basic and CPST services, as well as for installation and equipment charges. This methodology almost always results in rates that exceed those produced by the cost-of-service rules applicable to larger cable operators. Under this simplified cost-of-service methodology, a small cable company's rate showing is presumed reasonable so long as the aggregate monthly per-subscriber, per-channel charge for all regulated services does not exceed $1.24. Once the initial rates are set they can be adjusted periodically for inflation and external cost changes as described above. When an eligible "small system" grows larger than 15,000 basic subscribers, it can maintain its then current rates but it cannot increase its rates in the normal course until an increase would be warranted under the rules applicable to larger cable television systems. When a "small cable company" grows larger than 400,000 basic subscribers, the qualified systems it then owns will not lose their small system eligibility. If a small cable company sells a qualified system, or if the company itself is sold, the qualified systems retain that status even if the acquiring company is not a small cable company. The Company is an eligible "small cable company" under these rules because it has fewer than 400,000 basic subscribers and is not affiliated with another MSO that would bring it over that limit. Approximately 75.0% of the basic subscribers served by the Systems are covered by the small system rules.

Finally, there are regulations which require cable television systems to permit customers to purchase video programming on a per channel or a per program basis without the necessity of subscribing to any tier of service, other than the basic service tier, unless the cable television system is technically incapable of doing so. Generally, this exemption from compliance with the statute for cable television systems that do not have such technical capability is available until a cable television system obtains the capability, but not later than December 2002.

Carriage of Broadcast Television Signals

The 1992 Cable Act contains signal carriage requirements which allow commercial television broadcast stations that are "local" to a cable television system, (i.e., the system is located in the station's Area of Dominant Influence) to elect every three years whether to require the cable television system to carry the station, subject to certain exceptions, or whether the cable television system will have to negotiate for "retransmission consent" to carry the station. The next election between must-carry and retransmission consent will be October 1, 1999. A cable television system is generally required to devote up to one-third of its activated channel capacity for the carriage of local commercial television stations whether pursuant to mandatory carriage requirements or retransmission consent requirements of the 1992 Cable Act. Local non-commercial television stations are also given mandatory carriage

rights, subject to certain exceptions, within the larger of: (i) a 50 mile radius from the station's city of license; or (ii) the station's Grade B contour (a measure of signal strength). Unlike commercial stations, noncommercial stations are not given the option to negotiate retransmission consent for the carriage of their signal. In addition, cable television systems have to obtain retransmission consent for the carriage of all "distant" commercial broadcast stations, except for certain "superstations" (i.e., commercial satellite-delivered independent stations such as WGN). To date, compliance with the "retransmission consent" and "must carry" provisions of the 1992 Cable Act has not had a material effect on the Company, although this result may change in the future depending on such factors as market conditions, channel capacity and similar matters when such arrangements are renegotiated. The FCC has initiated a rulemaking proceeding on the carriage of television signals in high definition and digital formats. The outcome of this proceeding could have a material effect on the number of services that a cable operator will be required to carry.

Franchise Fees

Although franchising authorities may impose franchise fees under the 1984 Cable Act, such payments cannot exceed 5% of a cable television system's annual gross revenues. Under the 1996 Telecom Act, franchising authorities may not exact franchise fees from revenues derived from telecommunications services although they may be able to exact some additional compensation for the use of public rights-of-way. Franchising authorities are also empowered in awarding new franchises or renewing existing franchises to require cable operators to provide cable-related facilities and equipment and to enforce compliance with voluntary commitments. In the case of franchises in effect prior to the effective date of the 1984 Cable Act, franchising authorities may enforce requirements contained in the franchise relating to facilities, equipment and services, whether or not cable-related. The 1984 Cable Act, under certain limited circumstances, permits a cable operator to obtain modifications of franchise obligations.

Renewal of Franchises

The 1984 Cable Act established renewal procedures and criteria designed to protect incumbent franchisees against arbitrary denials of renewal. While these formal procedures are not mandatory unless timely invoked by either the cable operator or the franchising authority, they can provide substantial protection to incumbent franchisees. Even after the formal renewal procedures are invoked, franchising authorities and cable operators remain free to negotiate a renewal outside the formal process. Nevertheless, renewal is by no means assured, as the franchisee must meet certain statutory standards. Even if a franchise is renewed, a franchising authority may impose new and more onerous requirements such as upgrading facilities and equipment, although the municipality must take into account the cost of meeting such requirements. Historically, franchises have been renewed for cable operators that have provided satisfactory services and have complied with the terms of their franchises. At this time, the Company is not aware of any current or past material failure on its part to comply with its franchise agreements. The Company believes that it has generally complied with the terms of its franchises and has provided quality levels of service.

The 1992 Cable Act makes several changes to the process under which a cable operator seeks to enforce his renewal rights which could make it easier in some cases for a franchising authority to deny renewal. Franchising authorities may consider the "level" of programming service provided by a cable operator in deciding whether to renew. For alleged franchise violations occurring after December 29, 1984, franchising authorities are no longer precluded from denying renewal based on failure to substantially comply with the material terms of the franchise where the franchising authority has "effectively acquiesced" to such past violations. Rather, the franchising authority is estopped if, after giving the cable operator notice and opportunity to cure, it fails to respond to a written notice from the cable operator of its failure or inability to cure. Courts may not reverse a denial of renewal based on procedural violations found to be "harmless error."

Channel Set-Asides

The 1984 Cable Act permits local franchising authorities to require cable operators to set aside certain television channels for public, educational and governmental access programming. The 1984 Cable Act further requires cable television systems with thirty-six or more activated channels to designate a portion of their channel capacity for commercial leased access by unaffiliated third parties to provide programming that may compete with services offered by the cable operator. The 1992 Cable Act requires leased access rates to be set according to a formula determined by the FCC. The leased access rules were recently modified by the FCC to provide for lower rates than the original formula produced.

Ownership

The 1996 Telecom Act repealed the statutory ban against LECs providing video programming directly to customers within their local exchange telephone service areas. Thus, under the 1996 Telecom Act and FCC rules recently adopted to implement the 1996 Telecom Act, LECs may now provide video service as broadcasters, common carriers, or cable operators. In addition, LECs and others may also provide video service through "open video systems" ("OVS"), a regulatory regime that may give them more flexibility than traditional cable television systems. OVS operators (including LECs) may operate open video systems without obtaining a local cable franchise, although they can be required to obtain a franchise by local governmental bodies. In general, OVS operators must make their systems available to programming providers on rates, terms and conditions that are reasonable and nondiscriminatory. Where carriage demand by programming providers exceeds the channel capacity of an open video system, two-thirds of the channels must be made available to programmers unaffiliated with the OVS operator.

The Unites States Court of Appeals for the Fifth Circuit recently invalidated several rules of the FCC pertaining to OVS and upheld others. The principal overturned rule was the FCC's preemption of local government authority to require an OVS operator to obtain a franchise. The court held that local governments do, in fact, have the authority to require a franchise, but do not have to do so. This ruling does not affect the provisions of the 1996 Telecom Act exempting OVS operators from such regulatory burdens as rate regulation and customer service requirements. The Company expects the FCC to modify its open video rules to comply with the court's decision, but is unable to predict the impact any rule modifications may have on the Company's business and operations.

The 1996 Telecom Act generally prohibits LECs from purchasing cable television systems (i.e., any ownership interest exceeding 10%) located within the LEC's telephone service area, prohibits cable operators from purchasing LECs whose service areas are located within the cable operator's franchise area, and prohibits joint ventures between cable operators and LECs operating in overlapping markets. There are some statutory exceptions, including a rural exemption that permits buyouts in which the purchased cable television system or LEC serves a non-urban area with fewer than 35,000 inhabitants, and exemptions for the purchase of small cable television systems located in non-urbanized areas. Also, the FCC may grant waivers of the buyout provisions in cases where: (i) the cable operator or the LEC would be subject to undue economic distress if such provisions were enforced; (ii) the system or facilities would not be economically viable in the absence of a buyout or a joint venture; or (iii) the anticompetitive effects of the proposed transaction are clearly outweighed by the transaction's effect in light of community needs. The respective local franchising authority must approve any such waiver.

Pursuant to the 1992 Cable Act, the FCC has imposed limits on the number of cable television systems that a single cable operator can own. In general, no cable operator can have an attributed interest in cable television systems that pass more than 30% of all homes nationwide. Attributable interests for these purposes include voting interests of 5% or more (unless there is another single holder of more than 50% of the voting stock), officerships, directorships and general partnership interests. The FCC has stayed the effectiveness of these rules pending the outcome of an appeal from the U.S. District Court decision holding the multiple ownership limit provision of the 1992 Cable Act unconstitutional. The FCC is also considering changes to these rules.

The FCC has also adopted rules that limit the number of channels on a cable television system that can be occupied by national video programming services in which the entity that owns the cable television system has an attributed interest. The limit is 40% of the first 75 activated channels.

The 1996 Telecom Act provides that registered utility holding companies and subsidiaries may provide telecommunications services (including cable television) notwithstanding the Public Utilities Holding Company Act of 1935, as amended. Electric utilities must establish separate subsidiaries known as "exempt telecommunications companies" and must apply to the FCC for operating authority. Due to their resources, electric utilities could be formidable competitors to traditional cable television systems.

EEO

The 1984 Cable Act includes provisions to ensure that minorities and women are provided equal employment opportunities within the cable television industry. The statute requires the FCC to adopt reporting and certification rules that apply to all cable operators with more than five full-time employees. Pursuant to the requirements of the 1992 Cable Act, the FCC has imposed more detailed annual EEO reporting requirements on cable operators and has expanded those requirements to all multichannel video service distributors. Failure to comply with the EEO

requirements can result in the imposition of fines and/or other administrative sanctions, or may, in certain circumstances, be cited by a franchising authority as a reason for denying a franchisee's renewal request.

Privacy

The 1984 Cable Act imposes a number of restrictions on the manner in which cable operators can collect and disclose data about individual system customers. The statute also requires that the cable operator periodically provide all customers with written information about its policies regarding the collection and handling of data about customers, their privacy rights under federal law and their enforcement rights. In the event that a cable operator were found to have violated the customer privacy provisions of the 1984 Cable Act, it could be required to pay damages, attorneys' fees and other costs. Under the 1992 Cable Act, the privacy requirements were strengthened to require that cable operators take such actions as are necessary to prevent unauthorized access to personally identifiable information.

Franchise Transfers

The 1992 Cable Act requires franchising authorities to act on any franchise transfer request within 120 days after receipt of all information required by FCC regulations and by the franchising authority. Approval is deemed to be granted if the franchising authority fails to act within such period.

Technical Requirements

The FCC has imposed technical standards applicable to all classes of channels that carry downstream National Television System Committee (NTSC) video programming. The FCC also has adopted additional standards applicable to cable television systems using frequencies in the 108-137MHz and 225-400MHz bands in order to prevent harmful interference with aeronautical navigation and safety radio services and has also established limits on cable television system signal leakage. Periodic testing by cable operators for compliance with the technical standards and signal leakage limits is required and an annual filing of the results of these measurements is required. The 1992 Cable Act requires the FCC to periodically update its technical standards to take into account changes in technology. Under the 1996 Telecom Act, local franchising authorities may not prohibit, condition or restrict a cable television system's use of any type of subscriber equipment or transmission technology.

The FCC has adopted regulations to implement the requirements of the 1992 Cable Act designed to improve the compatibility of cable television systems and consumer electronics equipment. These regulations, inter alia, generally prohibit cable operators from scrambling their basic service tier and from changing the infrared codes used in their existing customer premises equipment. This latter requirement could make it more difficult or costly for cable operators to upgrade their customer premises equipment and the FCC has been asked to reconsider its regulations. The 1996 Telecom Act directs the FCC to set only minimal standards to assure compatibility between television sets, VCRs and cable television systems, and to rely on the marketplace. Pursuant to this statutory mandate, the FCC has adopted rules to assure the competitive availability to consumers of customer premises equipment, such as converters, used to access the services offered by cable television systems and other multichannel video programming distributors ("MVPD"). Pursuant to those rules, consumers are given the right to attach compatible equipment to the facilities of their MVPD so long as the equipment does not harm the network, does not interfere with the services purchased by other customers, and is not used to receive unauthorized services. As of July 1, 2000, MVPDs (other than DBS operators) are required to separate security from non-security functions in the customer premises equipment which they sell or lease to their customers and offer their customers the option of using component security modules obtained from the MVPD with set-top units purchased or leased from retail outlets. As of January 1, 2005, MVPDs will be prohibited from distributing new set-top equipment integrating both security and non-security functions to their customers.

Pursuant to the 1992 Cable Act, the FCC has adopted rules implementing an Emergency Alert System ("EAS"). The rules require all cable television systems to provide an audio and video EAS message on at least one programmed channel and a video interruption and an audio alert message on all programmed channels. The audio alert message is required to state which channel is carrying the full audio and video EAS message. The FCC rules permit cable television systems either to provide a separate means of alerting persons with hearing disabilities of EAS messages, such as a terminal that displays EAS messages and activates other alerting mechanisms or lights, or to provide audio and video EAS messages on all channels. Cable television systems with 10,000 or more basic subscribers per headend were required to install EAS equipment capable of providing audio and video EAS messages on all programmed channels by December 31, 1998. Cable television

systems with 5,000 or more but fewer than 10,000 basic subscribers per headend will have until October 1, 2002 to comply with that requirement. Cable television systems with fewer than 5,000 basic subscribers per headend will have a choice of providing either a national level EAS message on all programmed channels or installing EAS equipment capable of providing audio alert messages on all programmed channels, a video interrupt on all channels, and an audio and video EAS message on one programmed channel. This must be accomplished by October 1, 2002.

Pole Attachments

The FCC currently regulates the rates and conditions imposed by investor-owned public utilities for use of their poles and conduits unless state public service commissions are able to demonstrate that they adequately regulate the rates, terms and conditions of cable television pole attachments. A number of states and the District of Columbia have certified to the FCC that they adequately regulate the rates, terms and conditions for pole attachments. Of the states in which the Company operates, California, Delaware and Kentucky have made such certification. In the absence of state regulation, the FCC administers such pole attachment and conduit use rates through use of a formula which it has devised. Pursuant to the 1996 Telecom Act, the FCC has adopted a new rate formula for any attaching party, including cable television systems, which offer telecommunications services. This new formula will result in higher attachment rates than at present, but they will apply only to cable television systems which elect to offer telecommunications services. Any increases pursuant to this new formula will not begin until 2001, and will be phased in by equal increments over the five ensuing years. The FCC has also initiated a proceeding to determine whether it should adjust certain elements of the current rate formula. If adopted, these adjustments could increase rates for pole attachments and conduit space .

Other FCC Matters

FCC regulation pursuant to the 1934 Communications Act, as amended, also includes matters regarding a cable television system's carriage of local sports programming; restrictions on origination and cablecasting by cable operators; rules governing political broadcasts; nonduplication of network programming; deletion of syndicated programming; registration procedure and reporting requirements; customer service; closed captioning; obscenity and indecency; program access and exclusivity arrangements; and limitations on advertising contained in nonbroadcast children's programming.

The FCC recently adopted new procedural guidelines governing the disposition of home run wiring (a line running to an individual subscriber's unit from a common feeder or riser cable) in multi-dwelling units ("MDUs"). MDU owners can use these new rules to attempt to force cable operators without contracts to either sell, abandon or remove home run wiring and terminate service to MDU subscribers unless operators retain rights under common or state law to maintain ownership rights in the home run wiring. In a separate proceeding, the FCC has preempted restrictions on the deployment of private antennas on rental property within the exclusive use of a tenant (such as balconies and patios).

The 1996 Telecom Act requires video programming distributors to employ technology to restrict the reception of programming by persons not subscribing to those channels. In the case of channels primarily dedicated to sexually-oriented programming, the distributor must fully block reception of the audio and video portion of the channels; a distributor that is unable to comply with this requirement may only provide such programming during a "safe harbor" period when children are not likely to be in the audience, as determined by the FCC. With respect to other kinds of channels, the 1996 Telecom Act requires that the audio and video portions of the channel be fully blocked, at no charge, upon request of the person not subscribing to the channel.

Internet Access

The Company's Systems offer or plan to offer high-speed Internet access to subscribers. These Systems will compete with a number of other companies, many of whom have substantial resources, such as existing Internet service providers, commonly known as ISPs, and local and long distance phone companies. Recently a number of ISPs have requested local authorities and the FCC to provide rights of access to cable television systems' broadband infrastructure in order that they be permitted to deliver their services directly to their customers. In a recent report, the FCC declined to institute a proceeding to examine the issue, and concluded that alternative means of access are or soon will be made to a broad range of ISPs. Because the FCC believes the marketplace is working and expanding customer choice for broadband services, it declined to take action regarding ISP access to broadband cable facilities and indicated that it would continue to monitor the issue. Several local jurisdictions also are reviewing this issue.

Copyright

Cable television systems are subject to federal copyright licensing covering carriage of broadcast signals. In exchange for making semi-annual payments to a federal copyright royalty pool and meeting certain other obligations, cable operators are granted a statutory license to retransmit broadcast signals. The amount of this royalty payment varies, depending on the amount of system revenues from certain sources, the number of distant signals carried, and the location of the cable television system with respect to over-the-air television stations. Any future adjustment to the copyright royalty rates will be done through an arbitration process to be supervised by the U.S. Copyright Office. Cable operators are liable for interest on underpaid and unpaid royalty fees, but are not entitled to collect interest on refunds received for overpayment of copyright fees. The 1992 Cable Act's retransmission consent provisions expressly provide that retransmission consent agreements between television broadcast stations and cable operators do not obviate the need for cable operators to obtain a copyright license for the programming carried on each broadcaster's signal.

Copyrighted music performed in programming supplied to cable television systems by pay cable networks (such as HBO) and basic cable networks (such as USA Network) is licensed by the networks through private agreements with the American Society of Composers and Publishers ("ASCAP") and BMI, Inc. ("BMI"), the two major performing rights organizations in the United States. As a result of extensive litigation, both ASCAP and BMI now offer "through to the viewer" licenses to the cable networks which cover the retransmission of the cable networks' programming by cable television systems to their customers.

Licenses to perform copyrighted music by cable television systems themselves, including on local origination channels, in advertisements inserted locally on cable television networks, and in cross promotional announcements, must be obtained by the cable operator. Cable television industry negotiations with ASCAP, BMI and SESAC, Inc. (a smaller performing rights organization) are in progress.

State and Local Regulation

Cable television systems generally are operated pursuant to nonexclusive franchises, permits or licenses granted by a municipality or other state or local government entity. The terms and conditions of franchises vary materially from jurisdiction to jurisdiction, and even from city to city within the same state, historically ranging from reasonable to highly restrictive or burdensome. Franchises generally contain provisions governing fees to be paid to the franchising authority, length of the franchise term, renewal, sale or transfer of the franchise, territory of the franchise, design and technical performance of the cable television system, use and occupancy of public streets and number and types of cable television services provided. The terms and conditions of each franchise and the laws and regulations under which it was granted directly affect the profitability of the cable television system. The 1984 Cable Act places certain limitations on a franchising authority's ability to control the operation of a cable television system. The 1992 Cable Act prohibits exclusive franchises, and allows franchising authorities to exercise greater control over the operation of franchised cable television systems, especially in the area of customer service and rate regulation. The 1992 Cable Act also allows franchising authorities to operate their own multichannel video distribution system without having to obtain a franchise and permits states or local franchising authorities to adopt certain restrictions on the ownership of cable television systems. Moreover, franchising authorities are immunized from monetary damage awards arising from regulation of cable television systems or decisions made on franchise grants, renewals, transfers and amendments. The 1996 Telecom Act prohibits a franchising authority from either requiring or limiting a cable operator's provision of telecommunications services.

Various proposals have been introduced at the state and local levels with regard to the regulation of cable television systems, and a number of states have adopted legislation subjecting cable television systems to the jurisdiction of centralized state governmental agencies, some of which impose regulation of a character similar to that of a public utility. To date, other than Delaware, no state in which the Company currently operates has enacted state level regulation.

The foregoing does not purport to describe all present and proposed federal, state and local regulations and legislation relating to the cable television industry. Other existing federal regulations, copyright licensing and, in many jurisdictions, state and local franchise requirements, currently are the subject of a variety of judicial proceedings, legislative hearings and administrative and legislative proposals which could change, in varying degrees, the manner in which cable television systems operate. Neither the outcome of these proceedings nor their impact upon the cable television industry or the Company can be predicted at this time.

ITEM 2. PROPERTIES

The Company's principal physical assets consist of cable television operating plant and equipment, including signal receiving, encoding and decoding devices, headend facilities and distribution systems and customer house drop equipment for each of the Systems. The signal receiving apparatus typically includes a tower, antenna, ancillary electronic equipment and earth stations for reception of satellite signals. Headend facilities, consisting of associated electronic equipment necessary for the reception, amplification and modulation of signals, are located near the receiving devices. Some basic subscribers of the Systems utilize converters that can be addressed by sending coded signals from the headend facility over the cable network. The Company's distribution system consists primarily of coaxial and fiber optic cables and related electronic equipment.

The Company owns or leases parcels of real property for signal reception sites (antenna towers and headend facilities), microwave facilities and business offices, and owns all of its service vehicles. The Company believes that its properties, both owned and leased, are in good condition and are suitable and adequate for the Company's operations.

The Company's cables generally are attached to utility poles under pole rental agreements with local public utilities, although in some areas the distribution cable is buried in underground ducts or trenches. The physical components of the Systems require periodic upgrading to improve system performance and capacity.

ITEM 3. LEGAL PROCEEDINGS

There are no material pending legal proceedings to which the Company is a party or to which any of its properties are subject.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of security holders during the three months ended December 31, 1998.

PART II

ITEM 5. MARKET FOR REGISTRANTS, COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

There is no public trading market for Mediacom's membership interests. There are nine holders of Mediacom's membership interests. There is no public trading market for the common stock of Mediacom Capital, which is a wholly-owned subsidiary of Mediacom.

ITEM 6. SELECTED FINANCIAL DATA

The following table presents: (i) selected historical financial data for the period from January 1, 1996, through March 11, 1996, and as of and for the years ended December 31, 1994, and 1995, derived from the audited financial statements of Benchmark Acquisition Fund II Limited Partnership (the "Predecessor Company"); and (ii) selected historical consolidated financial and operating data as of and for the period from the commencement of operations (March 12, 1996) to December 31, 1996, and for the years ended December 31, 1997, and 1998, derived from the Company's audited consolidated financial statements and should be read in conjunction with those statements.

	Predecessor Company			The Company(1)		
	Year Ended Dec. 31, 1994	Year Ended Dec. 31, 1995	Jan. 1, 1996 through Mar. 11, 1996	Mar. 12, 1996 through Dec. 31, 1996	Year Ended Dec. 31, 1997	Year Ended Dec. 31, 1998
	(dollars in thousands, except per subscriber data)					
Statement of Operations Data:						
Revenues	$ 5,075	$ 5,171	$1,038	$ 5,411	$ 17,634	$ 129,297
Service costs	1,322	1,536	297	1,511	5,547	43,849
Selling, general and administrative expenses	1,016	1,059	222	931	2,696	25,596
Management fee expense	252	261	52	270	882	5,797
Depreciating and amortization	4,092	3,945	527	2,157	7,636	65,793
Operating income (loss)	$(1,607)	$(1,630)	$ (60)	$ 542	$ 873	$ (11,738)
Interest expense, net	878	935	201	1,528	4,829	23,994
Other expense	-	-	-	967	640	4,058
Net loss	$(2,485)	$(2,565)	$ (261)	$ (1,953)	$ (4,596)	$ (39,790)
Other Financial Data:						
EBITDA (2)	$ 2,485	$ 2,315	$ 467	$ 2,699	$ 8,509	$ 54,055
EBITDA margin (3)	49.0%	44.8%	45.0%	49.9%	48.3%	41.8%
Annualized EBITDA (4)					$ 11,998	$ 59,996
Ratio of total indebtedness to annualized EBITDA					6.07x	5.63x
Net cash flows from operating activities	$ 1,395	$ 1,478	$ 226	$ 237	$ 7,007	$ 53,556
Net cash flows from investing activities	(552)	(261)	(86)	(45,257)	(60,008)	(397,085)
Net cash flows from financing activities	(919)	(1,077)	-	45,416	53,632	344,714
Operating Data (end of period, except average):						
Homes passed				38,749	87,750	520,000
Basic subscribers				27,153	64,350	354,000
Basic penetration				70.1%	73.3%	68.1%
Premium service units				11,691	39,288	407,100
Premium penetration				43.1%	61.1%	115.0%
Average monthly revenue per basic subscriber (5)					$32.11	$32.88
Annualized EBITDA per basic subscriber (6)					$ 186	$ 169
Balance Sheet Data (end of period):						
Total assets	$11,755	$ 8,149		$ 46,560	$102,791	$ 451,152
Total indebtedness	13,294	12,217		40,529	72,768	337,905
Total members' equity	(2,003)	(4,568)		4,537	24,441	78,651

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(1) See Note 3 to the Company's audited consolidated financial statements for information with respect to acquisitions completed during the years ended December 31, 1998 and 1997.

(2) EBITDA represents operating income (loss) before depreciation and amortization. EBITDA is not intended to be a performance measure that should be regarded as an alternative to either operating income or net income as an indicator of operating performance, or an alternative to the statement of cash flows as a measure of liquidity. EBITDA is not intended to represent funds available for debt service, dividends, reinvestment or other discretionary uses, and should not be considered in isolation or as a substitute for measures of performance prepared in accordance with generally accepted accounting principles. EBITDA is included herein because the Company believes that EBITDA is a meaningful measure of performance as it is commonly used in the cable television industry to analyze and compare cable television companies on the basis of operating performance, leverage and liquidity and a company's overall ability to service its debt. The Company's definition of EBITDA may not be identical to similarly titled measures reported by other companies.

(3) Represents EBITDA as a percentage of revenues.

(4) EBITDA for the three months ended December 31, 1998 and 1997, multiplied by four.

(5) Represents average monthly revenue for the three months ended December 31, 1998 and 1997, divided by basic subscribers as of the end of the period.

(6) Annualized EBITDA divided by basic subscribers as of the end of the period.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

Mediacom was founded in July 1995 principally to acquire, operate and develop cable television systems in selected non-metropolitan markets of the United States. The Company's business strategy is to: (i) acquire underperforming and undervalued cable television systems primarily in non-metropolitan markets, as well as related telecommunications businesses; (ii) invest in the development of a state-of-the-art technological platform for delivery of broadband video and other services to its customers; (iii) provide superior customer service; and (iv) deploy a flexible financing strategy to complement the Company's growth objectives and operating plans. The Company commenced operations in March 1996 with the acquisition of its first cable television system. As of December 31, 1998, the Company had completed nine acquisitions of cable television systems that on such date passed approximately 520,000 homes and served approximately 354,000 basic subscribers. All acquisitions have been accounted for under the purchase method of accounting and, therefore, the Company's historical results of operations include the results of operations for each acquired system subsequent to its respective acquisition date.

General

The Company's revenues are primarily attributable to monthly subscription fees charged to basic subscribers for the Company's basic and premium cable television programming services. Basic revenues consist of monthly subscription fees for all services (other than premium programming) as well as monthly charges for customer equipment rental and installation fees. Premium revenues consist of monthly subscription fees for programming provided in packages on a per channel basis. Other revenues are derived from pay-per-view charges, late payment fees, advertising revenues and commissions related to the sale of goods by home shopping services. The Company generated significant increases in revenues for each of the past two years and for the period ended December 31, 1996, substantially due to acquisitions. The following table sets forth for the periods indicated the percentage of the Company's total revenues attributable to the sources indicated:

	1998	1997	1996
Basic revenues	80.0%	81.0%	80.0%
Premium revenues	15.0%	9.0%	8.0%
Other revenues	5.0%	10.0%	12.0%
	100.0%	100.0%	100.0%

The Company's operating expenses consist of service costs and selling, general, and administrative ("SGA") expenses directly attributable to the Systems. Service costs include fees paid to programming suppliers, expenses related to copyright fees, wages and salaries of technical personnel and plant operating costs. Programming fees have historically increased at rates in excess of inflation due to increases in the number of programming services offered by the Company and improvements in the quality of programming. The Company believes that under the FCC's existing cable rate regulations, it will be able to increase its rates for cable television services to more than cover any increases in the costs of programming. However, competitive factors may limit the Company's ability to increase its rates. The Company benefits from its membership in a cooperative with over twelve million basic subscribers which provides its members with significant volume discounts from programming suppliers and cable equipment vendors. SGA expenses directly attributable to the Systems include wages and salaries for customer service and administrative personnel, franchise fees and expenses related to billing, marketing, bad debt, advertising sales and office administration.

The Company relies on Mediacom Management for all of its strategic, managerial, financial and operational oversight and advice. In exchange for all such services, Mediacom Management is entitled to receive annual management fees from 4.0% to 5.0% of the annual gross revenues of the Company. Mediacom Management is also entitled to receive a fee of 0.5% or 1.0% of the purchase price of acquisitions made by the Company and such fees are included in other expenses. See Item 13: Certain Relationships and Related Transactions.

EBITDA represents operating income (loss) before depreciation and amortization. EBITDA is not intended to be a performance measure that should be regarded as an alternative either to operating income or net income as an indicator of operating performance, or an alternative to the statement of cash flows as a measure of liquidity as determined in accordance with generally accepted accounting principles. EBITDA is included herein because the Company believes that EBITDA is a meaningful measure of performance as it is commonly used by the cable television industry and by the investment community to analyze and compare cable television companies on the basis of operating performance, leverage and liquidity. In addition, the primary debt instruments of the Company contain certain covenants, compliance with which is measured by computations similar to determining EBITDA. The Company's definition of EBITDA may not be identical to similarly titled measures reported by other companies.

The high level of depreciation and amortization associated with the Company's acquisition activities as well as the interest expense related to its financing activities have caused the Company to report net losses in its limited operating history. The Company believes that such net losses are common for cable television companies and anticipates that it will continue to incur net losses for the foreseeable future.

Results of Operations

The following table sets forth the Company's historical percentage relationship to revenues of items in the consolidated statements of operations:

	Percentage of Revenues Year Ended December 31,		
	1998	1997	1996
Revenues	100.0%	100.0%	100.0%
Service costs	33.9	31.5	27.9
SGA expenses	19.8	15.3	17.2
Management fee expense	4.5	5.0	5.0
EBITDA	41.8%	48.2%	49.9%
Depreciation and amortization	50.9	43.3	39.9
Operating income (loss)	(9.1%)	4.9%	10.0%
Interest expense	18.6	27.4	28.2
Other expenses	3.1	3.6	17.9
Net loss	(30.8%)	(26.1%)	(36.1%)

Year Ended December 31, 1998 Compared to Year Ended December 31, 1997

The following historical information for the years ended December 31, 1998 and 1997 includes the results of operations of the Lower Delaware System (acquired on June 24, 1997), the Sun City System (acquired on September 19, 1997), the Clearlake System (acquired on January 9, 1998), the Cablevision Systems (acquired on January 23, 1998), and the Caruthersville System (acquired on October 1, 1998) (collectively, the "Acquired Systems") only for that portion of the respective period that such cable television systems were owned by the Company. See Note 3 of the Company's audited consolidated financial statements.

The Acquired Systems comprise a substantial portion of the Company's basic subscribers. At December 31, 1998, the Acquired Systems served approximately 328,350 basic subscribers, representing 92.8% of the approximately 354,000 subscribers served by the Company as of such date. Accordingly, the acquisitions of the Acquired Systems have had a significant impact on the results of operations for the year ended December 31, 1998, compared to the prior year. Consequently, the Company believes that any comparison of its results of operations between the years ended December 31, 1998 and 1997 are not indicative of the Company's results of operations in the future.

Revenues increased to approximately $129.3 million for the year ended December 31, 1998, from approximately $17.6 million for the prior fiscal year principally due to: (i) the inclusion of the results of operations of the Lower Delaware System and the Sun City System for the full year ended December 31, 1998; (ii) the inclusion of the results of operations of the Clearlake System, the Cablevision Systems and the Caruthersville System from their respective acquisition dates; (iii) the implementation of average monthly basic service rate increases of approximately $3.34 per basic subscriber; and (iv) internal basic subscriber growth of approximately 2.5%.

Service costs increased to approximately $43.8 million for the year ended December 31, 1998, from approximately $5.5 million for the prior fiscal year. Substantially all of this increase was due to the inclusion of the results of operations of the Acquired Systems. Of the service costs for the year ended December 31, 1998, approximately 72.0% were attributable to programming and copyright costs, 11.0% to technical personnel costs, and 17.0% to plant operating costs. Of the service costs for the prior fiscal year, approximately 70.0% were attributable to programming and copyright costs, 15.0% to technical personnel costs, and 15.0% to plant operating costs.

SGA expenses increased to approximately $25.6 million for the year ended December 31, 1998, from approximately $2.7 million for the prior fiscal year. Substantially all of this increase was due to the inclusion of the results of operations of the Acquired Systems. Of the SGA expenses for the year ended December 31, 1998, 28.0% were attributable to customer service and administrative personnel costs, 23.0% to franchise fees, other fees and taxes, 12.0% to customer billing expenses, and 37.0% to marketing, advertising sales and office administration expenses. Of the SGA expenses for the prior fiscal year, approximately 36.0% were attributable to customer service and administrative personnel costs, 9.0% to franchise fees, other fees and taxes, 13.0% to customer billing expenses, and 42.0% to marketing, advertising sales and office administration expenses.

Management fee expense increased to approximately $5.8 million for the year ended December 31, 1998, from approximately $0.9 million for the prior fiscal year due to the higher revenues generated in 1998.

Depreciation and amortization expense increased to approximately $65.8 million for the year ended December 31, 1998, from approximately $7.6 million for the prior fiscal year.

Due to the factors described above, the Company generated an operating loss of approximately $11.7 million for the year ended December 31, 1998, compared to operating income of $0.9 million for the prior fiscal year.

Interest expense, net, increased to approximately $24.0 million for the year ended December 31, 1998, from approximately $4.8 million for the prior fiscal year. This increase was substantially due to the additional debt incurred in connection with the purchase of the Acquired Systems. Other expenses increased to approximately $4.1 million for the year ended December 31, 1998, from approximately $0.6 million for the prior fiscal year. This increase was substantially due to acquisition fees paid to Mediacom Management in connection with the acquisitions of the Clearlake System and the Cablevision Systems. Due to the factors described above, the net loss increased to approximately $39.8 million for the year ended December 31, 1998, from approximately $4.6 million for the prior fiscal year.

EBITDA increased to approximately $54.1 million for the year ended December 31, 1998, from approximately $8.5 million for the prior fiscal year. This increase was substantially due to the inclusion of the results of operations of the Acquired Systems. EBITDA as a percentage of revenues decreased to 41.8% for the year ended December 31, 1998, from 48.3% for the prior fiscal year. This decrease was principally due to the higher programming costs and SGA expenses of the Acquired Systems in relation to the revenues generated by such cable television systems.

Year Ended December 31, 1997 Compared to the Period from March 12, 1996 (commencement of operations) to December 31, 1996

The following historical information includes the results of operations of the Ridgecrest System (acquired on March 12, 1996, which is the date of commencement of operations of the Company), the Kern Valley System (acquired on June 28, 1996), the Valley Center and Nogales Systems (acquired on December 27, 1996), the Lower Delaware System (acquired on June 24, 1997) and the Sun City System (acquired on September 19, 1997) only for that portion of the respective period that such Systems were owned by the Company. See Item I: Business--
Development of the Systems and Note 3 of the Company's audited consolidated financial statements.

The results of operations of the Company for the year ended December 31, 1997, were impacted by the inclusion of: (i) the full year of results of operations of the Ridgecrest System, the Kern Valley System, the Nogales System and the Valley Center System (collectively, the "1996 Systems"); (ii) the results of operations of the Lower Delaware System from the date of its acquisition on June 24, 1997; and (iii) the results of operations of the Sun City System from the date of its acquisition on September 19, 1997. Revenues increased to approximately $17.6 million for the year ended December 31, 1997, from approximately $5.4 million for the period ended December 31, 1996.

Service costs increased to approximately $5.5 million for the year ended December 31, 1997, from approximately $1.5 million for the period ended December 31, 1996. Substantially all of this increase was due to the inclusion of the results of operations of the aforementioned acquisitions in 1997 and the full year of results of operations of the 1996 Systems. Of the service costs for the year ended December 31, 1997, approximately 70.0% were attributable to programming and copyright costs, 15.0% to technical personnel costs, and 15.0% to plant operations. Of the service costs for the period ended December 31, 1996, approximately 72.0% were attributed to programming and copyright costs, 13.0% to technical personnel costs and 15.0% to plant operating costs.

SGA expenses increased to approximately $2.7 million for the year ended December 31, 1997, from approximately $0.9 million for the period ended December 31, 1996. Substantially all of this increase was due to the inclusion of the results of operations of the aforementioned acquisitions in 1997 and the full year of results of operations of the 1996 Systems. Of the SGA expenses for the year ended 1997, approximately 36.0% were attributed to customer service and administrative personnel costs, 9.0% to franchise fees, other fees and taxes, 13.0% to customer billing expenses and 42.0% to marketing, advertising sales and office administrative expenses. Of the SGA expenses for the period ended December 31, 1996, approximately 28.0% were attributed to customer billing service and administrative personnel costs, 8.0% to franchise fees and other fees and taxes, 10.0% to customer billing expenses and 54.0% to marketing, advertising sales and office administrative expenses.

Management fee expense increased to approximately $0.9 million for the year ended December 31, 1997, from approximately $0.3 million for the period ended December 31, 1996, due to the higher revenues generated in 1997.

Depreciation and amortization expense increased to approximately $7.6 million for the year ended December 31, 1997, from approximately $2.2 million for the period ended December 31, 1996. This increase was substantially due to the inclusion of the results of operations of the aforementioned acquisitions in 1997 and the 1996 Systems.

Due to the factors described above, the Company generated operating income of approximately $0.9 million for the year ended December 31, 1997, compared to approximately $0.5 million for the period ended December 31, 1996.

Interest expense increased to approximately $4.8 million for the year ended December 31, 1997, from approximately $1.5 million for the period ended December 31, 1996. This increase was principally due to the increased levels of debt incurred in connection with the aforementioned acquisitions in 1997. Other expenses decreased to approximately $0.6 million for the year ended December 31, 1997, from approximately $1.0 million for the period ended December 31, 1996. This decrease was principally due to pre-acquisition expenses recorded in 1996. Due to the factors described above, the net loss increased to approximately $4.6 million for the year ended December 31, 1997, from approximately $2.0 million for the period ended December 31, 1996.

EBITDA increased to approximately $8.5 million for the year ended December 31, 1997, from approximately $2.7 million for the period ended December 31, 1996. This increase was substantially due to the inclusion of the results of operations of the aforementioned acquisitions in 1997 and the results of operations for the full year of the 1996 Systems. EBITDA as a percentage of revenues decreased to 48.3% for the year ended December 31, 1997, from 49.9% for the period ended December 31, 1996. This decrease was principally due to the higher programming costs of the Systems acquired during 1997 in relation to the revenues generated by such cable television systems.

Selected Pro Forma Results

The Company has reported the results of operations of the Acquired Systems from the date of their respective acquisition. The following financial information for the three months and for the years ended December 31, 1998, and 1997, presents selected unaudited pro forma operating results assuming the purchase of the Acquired Systems had been consummated on January 1, 1997. See Note 3 to the Company's audited consolidated financial statements for a description of the Company's acquisitions in 1997 and 1998.

	Three Months Ended December 31,		Year Ended December 31,	
	1998	1997	1998	1997
	(dollars in thousands, except per subscriber data)			
Revenues	$ 34,923	$ 30,757	$ 136,148	$ 120,511
Costs and expenses:				
Service costs	10,973	12,477	46,408	48,849
SGA expenses	7,493	7,171	26,501	27,845
Management fee expense	1,458	723	6,071	1,480
EBITDA	$ 14,999	$ 10,386	$ 57,168	$ 42,337
EBITDA margin(1)	42.9%	33.8%	42.0%	35.1%
Basic subscribers(2)	354,000	345,525	354,000	345,525
Average monthly revenue per basic subscriber(3)	$32.88	$29.67	$32.88	$29.67

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(1) Represents EBITDA as a percentage of revenues.
(2) As of end of period.
(3) Represents average monthly revenues for the three months ended December 31, 1998 divided by the number of basic subscribers at the end of the period.

Pro Forma Results for the Year Ended December 31, 1998 Compared to Pro Forma Results for the Year Ended December 31, 1997

Revenues increased to approximately $136.1 million for the year ended December 31, 1998, from approximately $120.5 million for the prior fiscal year. This increase was attributable principally to internal subscriber growth of approximately 2.5% and higher average monthly revenue per subscriber.

Service costs and SGA expenses in the aggregate decreased to approximately $72.9 million for the year ended 1998 from approximately $76.7 million for the prior fiscal year. This decrease was principally due to the allocation in 1997 of annual corporate overhead expenses and employee stock expense of the previous owners of the Acquired Systems, offset by an increase in management fee expense to approximately $6.1 million for the year ended 1998 from approximately $1.5 million for the prior fiscal year. This increase in management fee expense was due to the higher revenues generated in 1998.

EBITDA increased to approximately $57.2 million for the year ended 1998 from approximately $42.3 million for the prior fiscal year. EBITDA as a percentage of revenues increased to 42.0% for the year ended 1998 period from 35.1% for the prior fiscal year. This increase was due to internal subscriber growth, higher average monthly revenue per subscriber, and the aforementioned decrease in service costs and SGA expenses, offset by an increase in management fee expense.

Actual Results for Three Months Ended December 31, 1998 Compared to Pro Forma Results for Three Months Ended December 31, 1997.

Revenues increased to approximately $34.9 million for the three months ended December 31, 1998, from approximately $30.8 million for the corresponding period of 1997. This increase was attributable principally to internal subscriber growth of approximately 2.5% and higher average monthly revenue per subscriber.

Service costs and SGA expenses in the aggregate decreased to approximately $18.5 million for the 1998 period from approximately $19.6 million for the corresponding period of 1997. This decrease was principally due to the allocation in the 1997 period of annual corporate overhead expenses and employee stock expense of the previous owners of the Acquired Systems, offset by an increase in management fee expense to approximately $1.5 million for the 1998 period from approximately $0.7 million for the corresponding period of 1997. This increase in management fee expense was due to the higher revenues generated in the 1998 period.

EBITDA increased to approximately $15.0 million for the 1998 period from approximately $10.4 million for the corresponding period of 1997. EBITDA as a percentage of revenues increased to 42.9% for the 1998 period from 33.8% for the corresponding period of 1997. The increase was due to internal subscriber growth, higher average monthly revenue per subscriber, and the aforementioned decrease in service costs and SGA expenses, offset by the increase in management fee expense.

The pro forma financial information presented above has been prepared for comparative purposes only and does not purport to be indicative of the operating results which actually would have resulted had the acquisitions of the Acquired Systems been consummated on January 1, 1997.

Liquidity and Capital Resources

The cable television business is a capital intensive business that generally requires financing for the upgrade, expansion and maintenance of the technical infrastructure. In addition, the Company has pursued, and continues to pursue, a business strategy that includes selective acquisitions. The Company has funded its working capital requirements, capital expenditures and acquisitions through a combination of internally generated funds, long-term borrowings and equity contributions. The Company intends to continue to finance such expenditures through these same sources.

During 1997 and 1998, the Company upgraded certain Systems serving approximately 129,800 basic subscribers as of December 31, 1998. During the third quarter of 1998, the Company modified its previously announced five-year capital improvement program by accelerating its planned completion date to June 30, 2000. Moreover, various projects that were originally scheduled to be upgraded to 550MHz bandwidth capacity are being redesigned at 750MHz capacity, with two-way capability, and greater utilization of fiber optic technology. This accelerated program will enable the Company to deliver digital cable television and high-speed cable modem service earlier and more widespread than previously planned, beginning in 1999. Upon the program's anticipated completion in June 30, 2000, the Company expects that over 85% of its customer base will be served by Systems with 550MHz to 750MHz bandwidth capacity. For the year ended December 31, 1997, the Company's capital expenditures (other than those related toacquisitions) were $4.7 million. As a result of the Company's accelerated capital improvement program, total capital expenditures (other than those related to acquisitions) were approximately $53.7 million for 1998. In addition, the Company plans to spend approximately $63.0 million in 1999. The Company intends to utilize cash generated from operations and its available unused credit commitments under its bank credit facilities, as described below, to fund the foregoing capital expenditures.

From the Company's commencement of operations in March 1996 through December 31, 1997, the Company invested approximately $97.8 million (before closing costs) to acquire cable television systems serving approximately 65,250 basic subscribers as of December 31, 1998. In 1998, the Company invested approximately $334.6 million (before closing costs) to acquire cable television systems serving approximately 288,750 basic subscribers as of December 31, 1998. In the aggregate, the Company has invested approximately $432.4 million (before closing costs) to acquire the Systems.

On January 9, 1998, the Company completed the acquisition of the Clearlake System, serving approximately 17,200 subscribers on such date, for a purchase price of $21.4 million (before closing costs). The acquisition of the Clearlake System and related closing costs and adjustments were financed with cash on hand and borrowings under the Company's bank credit facilities. See Notes 3 and 8 to the Company's audited consolidated financial statements.

On January 23, 1998, the Company completed the acquisition of the Cablevision Systems, serving approximately 260,100 subscribers on such date, for a purchase price of approximately $308.2 million (before closing costs). The acquisition of the Cablevision Systems and related closing costs and adjustments were financed with: (i) $211.0 million of borrowings under the Company's bank credit facilities; (ii) the proceeds of $20.0 million aggregate principal amount of the notes issued by the Company to a bank (the "Holding Company Notes"); and (iii) $94.0 million of equity capital contributed to Mediacom by its members. On April 1, 1998, the Holding Company Notes were repaid in full from the net proceeds of the 8 1/2% Senior Notes offering (see below). See Notes 1, 3 and 8 to the Company's audited consolidated financial statements.

On October 1, 1998, the Company acquired the assets of a cable television system serving approximately 3,800 subscribers in Caruthersville, Missouri, for a purchase price of $5.0 million (before closing costs). The acquisition of the Caruthersville System was financed with cash on hand and borrowings under the Company's bank credit facilities. See Notes 3 and 8 to the Company's audited consolidated financial statements.

Mediacom is a limited liability company that serves as the holding company for its various subsidiaries, each of which is also a limited liability company. The Company's financing strategy is to raise equity from its members and issue public long-term debt at the holding company level, while utilizing its subsidiaries to access debt capital, principally in the commercial bank market, through two stand-alone borrowing groups. The Company believes that this financing strategy is beneficial because it broadens the Company's access to various debt markets, enhances its flexibility in managing the Company's capital structure, reduces the overall cost of debt capital and permits the Company to maintain a substantial liquidity position in the form of unused and available bank credit commitments.

Financings of the subsidiaries are currently effected through two stand-alone borrowing groups, each with separate lending groups. The credit arrangements in these borrowing groups are non-recourse to Mediacom, have no cross-default provisions relating directly to each other, have different revolving credit and term periods and contain separately negotiated covenants tailored for each borrowing group. These credit arrangements permit the subsidiaries, subject to covenant restrictions, to make distributions to Mediacom. As of December 31, 1998, the Company was in compliance with all of the financial and other covenants provided for in its bank credit agreements.

As of December 31, 1998, in order to finance its working capital requirements, capital expenditures and acquisitions and to provide liquidity for future capital requirements, the Company had completed the following financing arrangements: (i) a $100.0 million bank credit facility expiring in September 2005; (ii) a $225.0 million bank credit facility expiring in September 2006; (iii) a seller note in the original principal amount of $2.8 million issued in connection with the acquisition of a cable television system; (iv) $200.0 million offering of 8 1/2% Senior Notes (see below); and (v) $125.0 million of equity capital invested in Mediacom by the members of Mediacom. See Notes 1 and 8 to the Company's audited consolidated financial statements.

On April 1, 1998, Mediacom and Mediacom Capital jointly issued $200.0 million aggregate principal amount of 8 1/2% Senior Notes (the "8 1/2% Senior Notes") due on April 15, 2008. Mediacom used approximately $20.0 million of the net proceeds of this offering to repay in full the principal amount of the Holding Company Notes. The remaining net proceeds of approximately $173.5 million were used to repay a portion of outstanding indebtedness under the Company's bank credit facilities.

As of December 31, 1998 the Company had entered into interest rate swap agreements to hedge a notional amount of $60.0 million of borrowings under the Company's bank credit facilities, which expire from 1999 through 2002. As a result of the Company's interest rate swap agreements, and after giving pro forma effect to the issuance of the 8 1/2% Senior Notes, approximately 78.0% of the Company's indebtedness was at fixed interest rates or subject to interest rate protection as of December 31, 1998.

As a result of the financing transactions described above, as of December 31, 1998, the Company had the ability to borrow up to approximately $189.9 million under the Company's bank credit facilities, all of which could have been borrowed and distributed to Mediacom under the most restrictive covenants in the Company's bank credit agreements. For the three months ended December 31, 1998, the weighted average interest rate on all indebtedness outstanding under the Company's bank credit facilities was approximately 6.9% before giving effect to the aforementioned interest rate swap agreements, and 7.2% after giving effect to said interest rate swap agreements.

On February 26, 1999, Mediacom and Mediacom Capital jointly issued $125 million aggregate principal amount of 7 7/8% Senior Notes (the "7 7/8% Senior Notes") due February 2011. The net proceeds from this offering of approximately $121.9 million were used to repay a substantial portion of outstanding indebtedness under the Company's bank credit facilities. Interest on the 7 7/8% Senior Notes will be payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 1999. After giving pro forma effect to the offering of the 7 7/8% Senior Notes and use of net proceeds therefrom, as of December 31, 1998, the Company would have had approximately $311.6 million of unused credit commitments, all of which could have been borrowed and distributed to Mediacom under the most restrictive covenants in the Company's bank credit agreements.

The Company is regularly presented with opportunities to acquire cable television systems that are evaluated on the basis of the Company's acquisition strategy. Although the Company presently does not have any definitive agreements to acquire or sell any of its cable television systems, it is negotiating with prospective sellers to acquire additional cable television systems. If definitive agreements for all such potential acquisitions are executed, and if such acquisitions are then consummated, the Company's customer base would approximately double in size. These acquisitions are subject to the negotiation and completion of definitive documentation, which will include customary representations and warranties and will be subject to a number of closing conditions. Financing for these potential transactions has not been determined; however, if such acquisitions are consummated, the Company believes its total indebtedness would substantially increase. No assurance can be given that such definitive documents will be entered into or that, if entered into, the acquisitions will be consummated.

Although the Company has not generated earnings sufficient to cover fixed charges, the Company has generated cash and obtained financing sufficient to meet its debt service, working capital, capital expenditure and acquisition requirements. The Company expects that it will continue to be able to generate funds and obtain financing sufficient to service its obligations. There can be no assurance that the Company will be able to refinance its indebtedness or obtain new financing in the future or, if the Company were able to do so, that the terms would be favorable to the Company.

Recent Accounting Pronouncements

In 1997, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard No. 130, "Reporting Comprehensive Income," Statement of Financial Accounting Standard No. 131, "Disclosure about Segments of an Enterprise and Related Information" and Statement of Financial Accounting Standard No. 132, "Employer's Disclosure about Pension and Other Post Retirement Benefits" which are effective for the Company's fiscal 1998 financial statements. During the years ended December 31, 1998 and 1997 and the period ended December 31, 1996, the Company had no items of comprehensive income. Refer to Note 13 of the Company's audited consolidated financial statements for disclosure about segments and other related information. Additionally, the Company does not have any defined benefit plans, therefore, additional disclosures are not applicable to the notes of the financial statements.

In 1998, Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," ("SFAS 133") and Statement of Position 98-5, "Reporting on the Costs of Start up Activities" ("SOP 98-5") were issued. SFAS 133 establishes accounting and reporting standards requiring that every derivative instrument be recorded in the balance sheet as either an asset or liability measured at its fair value. The Company will adopt SFAS 133 in fiscal 1999 but has not quantified the impact or not yet determined the timing or method of the adoption. SOP 98-5 provides guidance on accounting for the costs of start-up activities, which include preopening costs, preoperating costs, organization costs, and start-up costs. The Company will adopt SOP 98-5 in fiscal 1999. As of December 31, 1998, the Company had approximately $2.8 million of organization costs on its balance sheet. In accordance with SOP 98-5, these organization costs will be reported as a cumulative effect of a change in accounting principle in fiscal 1999.

Inflation and Changing Prices

The Company's costs and expenses are subject to inflation and price fluctuations. However, because changes in costs are generally passed through to subscribers, such changes are not expected to have a material effect on the Company's results of operations.

Year 2000

The Company has formed a Year 2000 program management team responsible for overseeing, coordinating and reporting on the Year 2000 remediation efforts. The Company has implemented a company-wide effort to assess and remediate its computer systems, related software and equipment to ensure such systems, software and equipment recognize, process and store information in the year 2000 and thereafter. Such Year 2000 remediation efforts include an assessment of the most critical systems, such as customer service and billing systems, headend facilities, business support operations, and other equipment and facilities. The Company is also verifying the Year 2000 readiness of its significant suppliers and vendors.

The program management team has defined a four-step approach to determining the Year 2000 readiness of the Company's internal systems, software and equipment. Such approach is intended to provide a detailed method for tracking the evaluation, repair, and testing of systems, software, and equipment, as follows:

Phase 1: Assessment -- involves the inventory of all systems, software and equipment and the identification of any Year 2000 issues.

Phase 2: Remediation -- involves repairing, upgrading and/or replacing any non-compliant equipment and systems.

Phase 3: Testing -- involves testing systems, software, and equipment for Year 2000 readiness, or in certain cases, relying on test results provided to the Company.

Phase 4: Implementation -- involves placing compliant systems, software and equipment into production or service.

The following is the status of the Year 2000 readiness project as of December 31, 1998: Phase 1 was substantially complete, with final completion by April 1999; Phase 2 was underway with final completion expected by June 1999; and Phases 3 and 4 are in the early stages, with final completion expected by September 1999.

The completion dates set forth above are based on current expectations. However, due to the uncertainties inherent in Year 2000 remediation, no assurances can be given as to whether such projects will be completed on such dates.

Third Party Systems, Software and Equipment

The program management team is surveying the Company's significant third-party vendors and suppliers whose systems, services or products are important to its operations (e.g., suppliers of addressable controllers and set-top boxes, and the provider of billing services). The Year 2000 readiness of such providers is critical to the continued provision of cable television service without interruptions. The project management team has received information that the most critical systems, services or products supplied to its cable television systems by third-parties are either Year 2000 ready or are expected to be Year 2000 ready by mid-1999. The project management team is currently developing contingency plans for systems provided by vendors who have not responded to its surveys or systems that may not be Year 2000 ready in a timely fashion.

In addition to the survey process described above, the project management team has identified the Company's most critical supplier/vendor relationships and has instituted a verification process to determine the vendors' Year 2000 readiness. Such verification includes reviewing vendors' test and other data and engaging in regular communications with vendors' Year 2000 teams. The Company is currently testing to validate the Year 2000 compliance of certain critical products and services.

Costs

As of December 31, 1998, Year 2000 costs incurred were not material. Although no assurances can be given, the Company currently expects that the total projected costs associated with the Year 2000 program will be less than $350,000.

Contingency Plans

The failure to correct a material Year 2000 problem could result in an interruption or failure of certain important business operations. The Company believes that its Year 2000 program will significantly reduce risks associated with the changeover to the Year 2000 and is currently developing certain contingency plans to minimize the effect of any potential Year 2000 related disruptions. The risks and the uncertainties discussed below and the associated contingency plans relate to systems, software, equipment, and services that the Company has deemed critical in regard to customer service, business operations, financial impact or safety.

The failure of addressable controllers contained in the headend facilities could disrupt the delivery of premium services to customers and could necessitate crediting customers for failure to receive such premium services. In this unlikely event, the Company expects that it will identify and transmit the lowest cost programming tier. Unless other contingency plans are developed with the program suppliers, premium and pay-per-view channels would not likely be transmitted until the addressable controller share had been repaired.

A failure of the services provided by the Company's billing systems service provider could result in a loss of customer records which could disrupt the ability to bill customers for a protracted period. The Company plans to prepare electronic backup records of its customer billing information prior to the Year 2000 to allow for data recovery as its first step to remedy this situation in the event of billing systems failure. The Company will continue to monitor the Year 2000 readiness of its customer-billing supplier.

Advertising revenue could be adversely affected by the failure of certain advertising insertion equipment which could impede or prevent the insertion of advertising spots in cable television programming. The Company anticipates that it can minimize such effect by manually resetting the dates each day until the equipment is repaired.

The financial impact of any or all of the above worst-case scenarios has not been and cannot be estimated by the Company due to the numerous uncertainties and variables associated with such scenarios.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business, the Company uses interest rate swap agreements in order to fix the interest rate for the duration of the contract as a hedge against interest rate volatility. As of December 31, 1998, the Company had interest rate exchange agreements (the "Swaps") with various banks pursuant to which the interest rate on $60.0 million is fixed at a weighted average swap rate of approximately 6.2%, plus the average applicable margin over the Eurodollar Rate option under the Company's bank credit facilities. Under the terms of the Swaps, which expire from 1999 through 2002, the Company is exposed to credit loss in the event of nonperformance by the other parties of Swaps. The fair value of the Swaps is the estimated amount that the Company would receive or pay to terminate the Swaps, taking into account current interest rates and the current creditworthiness of the Swap counterparties. The Company would have paid approximately $1.5 million at December 31, 1998 to terminate the Swaps, inclusive of accrued interest. The table below provides information for the Company's long term debt. See Notes 8 and 12 to the Company's audited consolidated financial statements.

	Expected Maturity							
	(All dollar amounts in 000's)							
	1999	2000	2001	2002	2003	Thereafter	Total	Fair Value
Fixed rate	$ -	$ -	$ -	$ -	$ -	$203,480	$203,480	$207,980
Weighted average interest rate	-	-	-	-	-	8.5%	8.5%	
Variable rate	$2,000	$2,300	$6,600	$9,500	$13,600	$100,425	$134,425	$134,425
Weighted average interest rate	6.9%	6.9%	6.9%	6.9%	6.9%	6.9%	6.9%	

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The Company's audited consolidated financial statements, and related notes thereto, and the report of the Company's independent public accountants follow.

MEDIACOM LLC AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

MEDIACOM CAPITAL CORPORATION

INDEX TO FINANCIAL STATEMENT

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Mediacom LLC:

We have audited the accompanying consolidated balance sheets of Mediacom LLC (a New York limited liability company) and subsidiaries as of December 31, 1998, 1997 and 1996, and the related consolidated statements of operations, changes in members' equity and cash flows for the years ended December 31, 1998 and 1997, and for the period from the commencement of operations (March 12, 1996) to December 31, 1996 and the statements of operations and cash flows from the period January 1, 1996 through March 11, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Mediacom LLC and its subsidiaries as of December 31, 1998, 1997 and 1996, and the results of their operations, members' equity and cash flows for the years ended December 31, 1998 and 1997, and for the period from commencement of operations (March 12, 1996) to December 31, 1996 and the statements of operations and cash flows from the period January 1, 1996 through March 11, 1996 in conformity with generally accepted accounting principles.

Our audits were made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. Schedule II - Valuation and Qualifying Accounts is presented for purposes of complying with the Securities and Exchange Commissions rules and is not part of the basic consolidated financial statements. This schedule has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, fairly states in all material respects the financial data required to be set forth therein in relation to the basic consolidated financial statements taken as a whole.

Arthur Andersen LLP

Stamford, Connecticut
March 5, 1999

MEDIACOM LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(All dollar amounts in 000's)

	December 31, 1998	December 31, 1997
ASSETS		
Cash and cash equivalents	$ 2,212	$ 1,027
Subscriber accounts receivable, net of allowance for doubtful accounts of $298 in 1998 and $56 in 1997	2,512	618
Prepaid expenses and other assets	1,712	1,358
Investment in cable television systems:		
Inventory	8,240	1,032
Property, plant and equipment, at cost	314,627	51,735
Less - accumulated depreciation	(45,423)	(5,737)
Property, plant and equipment, net	269,204	45,998
Intangible assets, net of accumulated amortization of $25,578 in 1998 and $3,377 in 1997	148,897	47,859
Total investment in cable television systems	426,341	94,889
Other assets, net of accumulated amortization of $4,583 in 1998 and $627 in 1997	18,375	4,899
Total assets	$ 451,152	$102,791
LIABILITIES AND MEMBERS' EQUITY		
LIABILITIES		
Debt	$337,905	$ 72,768
Accounts payable	2,678	853
Accrued expenses	29,446	4,021
Subscriber advances	1,510	603
Management fees payable	962	105
Total liabilities	372,501	78,350
MEMBERS' EQUITY		
Capital contributions	124,990	30,990
Accumulated deficit	(46,339)	(6,549)
Total members' equity	78,651	24,441
Total liabilities and members' equity	$451,152	$102,791

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

MEDIACOM LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(All dollar amounts in 000's)

	The Company			Predecessor
	Year Ended December 31,		March 12, 1996 through December 31,	January 1, 1996 through March 11,
	1998	1997	1996	1996
Revenues	$129,297	$17,634	$ 5,411	$1,038
Costs and expenses:				
Service costs	43,849	5,547	1,511	297
Selling, general, and administrative expenses	25,596	2,696	931	222
Management fee expense	5,797	882	270	52
Depreciation and amortization	65,793	7,636	2,157	527
Operating income (loss)	(11,738)	873	542	(60)
Interest expense, net	23,994	4,829	1,528	201
Other expenses	4,058	640	967	-
Net loss	$(39,790)	$(4,596)	$(1,953)	$ (261)

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

MEDIACOM LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' EQUITY
(All dollar amounts in 000's)

Balance, Commencement of Operations (March 12, 1996)	$ 5,490
Capital Contributions	1,000
Net Loss	(1,953)
Balance, December 31, 1996	4,537
Capital Contributions	24,500
Net Loss	(4,596)
Balance, December 31, 1997	24,441
Capital Contributions	94,000
Net Loss	(39,790)
Balance, December 31, 1998	$78,651

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

MEDIACOM LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(All dollar amounts in 000's)

	The Company			Predecessor
	Year Ended December 31, 1998	1997	March 12, 1996 through December 31, 1996	January 1, 1996 through March 11, 1996
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net Loss	$(39,790)	$(4,596)	$(1,953)	$ (261)
Adjustments to reconcile net loss to net cash flows from operating activities:				
Accretion of interest on seller note	287	264	129	-
Depreciation and amortization	65,793	7,636	2,157	527
Changes in assets and liabilities, net of effects from acquisitions:				
Increase in subscriber accounts receivable	(1,437)	(351)	(267)	(40)
Decrease (increase) in prepaid expenses and other assets	329	(34)	(1,323)	-
Increase (decrease) in accounts payable	1,822	(242)	514	-
Increase in accrued expenses	24,843	3,762	840	-
Increase in subscriber advances	852	498	105	-
Increase in management fees payable	857	70	35	-
Net cash flows from operating activities	53,556	7,007	237	226
CASH FLOWS USED IN INVESTING ACTIVITIES:				
Capital expenditures	(53,721)	(4,699)	(671)	(86)
Acquisitions of cable television systems	(343,330)	(54,842)	(44,539)	-
Other, net	(34)	(467)	(47)	-
Net cash flows used in investing activities	(397,085)	(60,008)	(45,257)	(86)
CASH FLOWS FROM FINANCING ACTIVITIES:				
New borrowings	488,200	72,225	39,200	-
Repayment of debt	(223,350)	(40,250)	(1,600)	-
Increase in seller note	-	-	2,800	-
Capital contributions	94,000	24,500	6,490	-
Financing costs	(14,136)	(2,843)	(1,474)	-
Net cash flows from financing activities	344,714	53,632	45,416	-
Net increase in cash and cash equivalents	1,185	631	396	140
CASH AND CASH EQUIVALENTS, beginning of period	1,027	396	-	266
CASH AND CASH EQUIVALENTS, end of period	$ 2,212	$ 1,027	$ 396	$ 406
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:				
Cash paid during the year for interest	$ 21,127	$ 4,485	$ 1,190	$ 201

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

(1) The Limited Liability Company:

Organization

Mediacom LLC ("Mediacom" and collectively with its subsidiaries, the "Company"), a New York limited liability company, was formed on July 17, 1995 and initially conducted its affairs pursuant to an operating agreement dated March 12, 1996 (the "1996 Operating Agreement"). On March 31 and June 16, 1997, the 1996 Operating Agreement was amended and restated upon the admission of new members to Mediacom (the "1997 Operating Agreement"). On January 20, 1998, the 1997 Operating Agreement was amended and restated upon the admission of additional members to Mediacom (the "1998 Operating Agreement"). As of December 31, 1998, the Company had acquired and was operating cable television systems in fourteen states, principally Alabama, California, Florida, Kentucky, Missouri and North Carolina. (See Note 3).

Mediacom Capital Corporation ("Mediacom Capital"), a New York corporation wholly owned by Mediacom, was organized in March 1998 for the sole purpose of acting as co-issuer with Mediacom of $200,000 aggregate principal amount of 8 1/2% Senior Notes due 2008 (the "8 1/2% Senior Notes"), which were issued on April 1, 1998. Mediacom Capital has nominal assets and does not conduct operations of its own. The 8 1/2% Senior Notes are joint and several obligations of Mediacom and Mediacom Capital, although Mediacom received all the net proceeds of the 8 1/2% Senior Notes.

Capitalization

The Company was initially capitalized on March 12, 1996, with equity contributions of $5,445 from Mediacom's members and $45 from Mediacom Management Corporation ("Mediacom Management"), a Delaware corporation. On June 28, 1996, Mediacom received additional equity contributions of $1,000 from an existing member.

On June 22 and September 18, 1997, Mediacom received additional equity contributions of $19,500 and $5,000, respectively, from its members. On January 22, 1998, Mediacom received additional equity contributions of $94,000 from its members.

Allocation of Losses, Profits and Distributions

For 1996, pursuant to the 1996 Operating Agreement, net losses were allocated 98% to the manager as defined in the operating agreements (the "Manager") and the balance to the other members ratably in accordance with their respective membership units. For 1997, pursuant to the 1997 Operating Agreement, net losses were allocated first to the Manager and the balance to the other members ratably in accordance with their respective membership units. For 1998, pursuant to the 1998 Operating Agreement, net losses are to be allocated first to the Manager; second, to the member owning the largest number of membership units in Mediacom; and third, to the members, other than the Manager, ratably in accordance with their respective positive capital account balances and membership units.

Profits are allocated first to the members to the extent of their deficit capital account; second, to the members to the extent of their preferred capital; third, to the members (including the Manager) until they receive an 8% preferred return on their preferred capital (the "Preferred Return"); fourth, to the Manager until the Manager receives an amount equal to 25% of the amount provided to deliver the Preferred Return to all members; the balance, 80% to the members (including the Manager) in proportion to their respective membership units and 20% to the Manager. The 1997 Operating Agreement increased the Preferred Return from 8% to 12%.

Distributions are made first to the members (including the Manager) in proportion to their respective membership units until they receive amounts equal to their preferred capital; second, to the members (including the Manager) in proportion to their percentage interests until all members receive the Preferred Return; third, to the Manager until the Manager receives 25% of the amount provided to deliver the Preferred Return; the balance, 80% to the members (including the Manager) in proportion to their percentage interests and 20% to the Manager.

Redemption Rights

Except as set forth below, no member has the right to have its membership interests redeemed or its capital contributions returned prior to dissolution of Mediacom. Pursuant to the 1998 Operating Agreement, each member has the right to require Mediacom to redeem its membership interests at any time if the holding of such interests exceeds the amount permitted, or is otherwise prohibited or becomes unduly burdensome, by any law to which such member is subject, or, in the case of any member which is a Small Business Investment Company as defined in and subject to regulation under the Small Business Investment Act of 1958, as amended, upon a change in the Company's principal business activities to an activity not eligible for investment by a Small Business Investment Company or a change in the reported use of proceeds of a member's investment in Mediacom. If Mediacom is unable to redeem for cash any or all of such membership interests at such time, Mediacom will issue as payment for such interests a junior subordinated promissory note with a five-year maturity date and deferred interest which accrues and compounds at an annual rate of 5% over the prime rate.

In addition, in connection with the Company's acquisition of the Cablevision Systems on January 23, 1998 (See Note 3), the Federal Communications Commission (the "FCC") issued a transactional forbearance from its cross-ownership restrictions, effective for a period of one year, permitting a certain existing member (the "Transactional Member") to purchase additional units of membership interest in Mediacom. This temporary waiver was originally set to expire on January 23, 1999. However, on January 15, 1999, the FCC granted an extension of such waiver to July 23, 1999. If at the end of this extension, the Transactional Member's membership interest in Mediacom remains above the limitations imposed by the FCC's cross-ownership restrictions, Mediacom will be required to repurchase such number of the Transactional Member's units of membership interest which exceed the permissible ownership level. If such repurchase were to occur on July 23, 1999 (i.e., upon expiration of the transactional forbearance), and assuming no changes in the number of outstanding membership units of Mediacom and no changes in such cross-ownership rules, the repurchase price for such excess membership interests would be approximately $7,500 plus accrued interest.

Duration and Dissolution

Mediacom will be dissolved upon the first to occur of the following: (i) December 31, 2020; (ii) certain events of bankruptcy involving the Manager or the occurrence of any other event terminating the continued membership of the Manager, unless within one hundred eighty days after such event the Company is continued by the vote or written consent of no less than two-thirds of the remaining membership interests; or (iii) the entry of a decree of judicial dissolution.

(2) Summary of Significant Accounting Policies:

Basis of Preparation of Consolidated Financial Statements

The consolidated financial statements include the accounts of Mediacom and its subsidiaries. All significant intercompany transactions and balances have been eliminated. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

The financial statements for the period from January 1, 1996, through March 11, 1996, and reflecting the results of operations and statement of cash flows, are referred to as the "Predecessor" financial statements. The Predecessor is Benchmark Acquisition Fund II Limited Partnership which owned the assets comprising the cable television system serving at the time of its acquisition by the Company 10,300 subscribers in Ridgecrest, California. Accordingly, the accompanying financial statements of the Predecessor and the Company are not comparable in all material respects since those financial statements report results of operations and cash flows of these two separate entities.

Revenue Recognition

Revenues are recognized in the period in which the related services are provided to the Company's subscribers.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Concentration of Credit Risk

The Company's accounts receivable is comprised of amounts due from subscribers in varying regions throughout the United States. Concentration of credit risk with respect to these receivables is limited due to the large number of customers comprising the Company's customer base and their geographic dispersion.

Property, Plant and Equipment

Property, plant and equipment is recorded at purchased and capitalized cost. Repairs and maintenance are charged to operations, and replacements, renewals and additions are capitalized. The Company capitalized a portion of salaries and overhead related to the installation of property, plant and equipment of approximately $6,548 and $681 in 1998 and 1997, respectively.

The Company capitalizes interest on funds borrowed for projects under construction. Such interest is charged to property, plant and equipment and amortized over the approximate life of the related assets. Capitalized interest was approximately $1,014 in 1998.

Depreciation is calculated on a straight-line basis over the following useful lives:

Buildings	45 years
Leasehold improvements	Life of respective lease
Cable systems and equipment	5 to 10 years
Subscriber devices	5 years
Vehicles	5 years
Furniture, fixtures and office equipment	5 to 10 years

Intangible Assets

Intangible assets include franchising costs, goodwill, subscriber lists and covenants not to compete. Amortization of intangible assets is calculated on a straight-line basis over the following lives:

Franchising costs	15 years
Goodwill	15 years
Subscriber lists	5 years
Covenants not to compete	3 to 7 years

Impairment of Long-Lived Assets

The Company follows the provisions of Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of" ("SFAS 121"). SFAS 121 requires that long-lived assets and certain identifiable intangibles to be held and used by any entity, be reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. There has been no impairment of long-lived assets of the Company under SFAS 121.

Other Assets

Other assets include organizational and financing costs. In accordance with Statement of Position 98-5, organization costs of approximately $2,755 will be reported as a cumulative effect of a change in accounting principle in fiscal 1999. See Note 5. Organizational costs are being amortized on a straight-line basis over 5 years. Financing costs incurred to raise debt and equity capital are deferred and amortized on a straight-line basis over the expected term of such financings. Included in other assets are financing costs of approximately $14,136 and $3,963 as of December 31, 1998 and 1997, respectively.

Income Taxes

Since Mediacom is a limited liability company and the Predecessor is a limited partnership, they are not subject to federal or state income taxes, and no provision for income taxes relating to their statements of operations have been reflected in the accompanying financial statements. The members of Mediacom and the limited partners of the Predecessor are required to report their share of income or loss in their respective income tax returns.

(3) Acquisitions:

The Company has completed the undernoted acquisitions (the "Acquired Systems") in 1998 and 1997. These acquisitions were accounted for using the purchase method of accounting, and accordingly, the purchase price of these Acquired Systems have been allocated to the assets acquired and liabilities assumed at their estimated fair values at their respective date of acquisition. The results of operations of the Acquired Systems have been included with those of the Company since the dates of acquisition.

1998

On January 9, 1998, Mediacom California LLC ("Mediacom California"), a subsidiary of Mediacom, acquired the assets of a cable television system serving approximately 17,200 subscribers in Clearlake, California and surrounding communities (the "Clearlake System") for a purchase price of $21,400. The purchase price has been preliminarily allocated as follows: $8,560 to property, plant and equipment, and $12,840 to intangible assets. Such allocations are subject to adjustments based upon the final appraisal information received by the Company. The final allocations of the purchase price are not expected to differ materially from the preliminary allocations. Additionally, approximately $226 of direct acquisition costs has been allocated to other assets. In the first quarter of 1998, the Company recorded acquisition reserves related to this acquisition in the amount of approximately $370, which are included in accrued expenses. The acquisition of the Clearlake System and related closing costs and adjustments were financed with borrowings under the Company's bank credit facilities. See Note 8.

On January 23, 1998, Mediacom Southeast LLC, ("Mediacom Southeast"), a wholly-owned subsidiary of Mediacom, acquired the assets of cable television systems serving approximately 260,100 subscribers in various regions of the United States (the "Cablevision Systems") for a purchase price of $308,200. The purchase price has been allocated based on independent appraisal as follows: $205,500 to property, plant and equipment, and $102,700 to intangible assets. Additionally, approximately $3,500 of direct acquisition costs has been allocated to other assets. In the first quarter of 1998, the Company recorded acquisition reserves related to this acquisition in the amount of $3,750, which are included in accrued expenses. The acquisition of the Cablevision Systems and related closing costs and adjustments were financed with equity contributions, borrowings under the Company's bank credit facilities, and other bank debt. See Notes 1 and 8.

On October 1, 1998, Mediacom Southeast acquired the assets of a cable television system serving approximately 3,800 subscribers in Caruthersville, Missouri (the "Caruthersville System") for a purchase price of $5,000. The purchase price has been preliminarily allocated as follows: $2,000 to property, plant and equipment, and $3,000 to intangible assets. Such allocations are subject to adjustments based upon the final appraisal information received by the Company. The final allocations of the purchase price are not expected to differ materially from the preliminary allocations. The acquisition of the Caruthersville System and related closing costs and adjustments were financed with borrowings under the Company's bank credit facilities. See Note 8.

1997

On June 24, 1997, Mediacom Delaware LLC ("Mediacom Delaware"), a wholly-owned subsidiary of Mediacom, acquired the assets of cable television systems serving approximately 29,300 subscribers in lower Delaware and southwestern Maryland (the "Lower Delaware System") for a purchase price of $42,600. The purchase price has been allocated as follows: $21,300 to property, plant and equipment, and $21,300 to intangible assets. Additionally, $409 of direct acquisition costs has been allocated to other assets.

On September 19, 1997, Mediacom California acquired the assets of a cable television system serving approximately 9,600 subscribers in Sun City, California (the "Sun City System") for a purchase price of $11,500. The purchase price has been allocated as follows: $7,150 to property, plant and equipment, and $4,350 to intangible assets. Additionally, $52 of direct acquisition costs has been allocated to other assets.

(4) Pro Forma Results:

Summarized below are the pro forma unaudited results of operations for the years ended December 31, 1998 and 1997, assuming the purchase of the Acquired Systems had been consummated as of January 1, 1997. Adjustments have been made to: (i) depreciation and amortization reflecting the fair value of the assets acquired; and (ii) interest expense. The pro forma results may not be indicative of the results that would have occurred if the combination had been in effect on the dates indicated or which may be obtained in the future.

	1998	1997
Revenue	$ 136,148	$ 120,511
Operating loss	(11,809)	(15,352)
Net loss	$ (41,340)	$ (42,921)

(5) Recent Accounting Pronouncements:

In 1997, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard No. 130, "Reporting Comprehensive Income," Statement of Financial Accounting Standard No. 131, "Disclosure about Segments of an Enterprise and Related Information" and Statement of Financial Accounting Standard No. 132, "Employer's Disclosure about Pension and Other Post Retirement Benefits" which are effective for the Company's fiscal 1998 financial statements. During the years ended December 31, 1998 and 1997 and the period ended December 31, 1996, the Company had no items of comprehensive income. Refer to Note 13 of the consolidated financial statements for disclosure about segments and other related information. Additionally, the Company does not have any defined benefit plans, therefore, additional disclosures are not applicable to the notes of the financial statements.

In 1998, Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," ("SFAS 133") and Statement of Position 98-5, "Reporting on the Costs of Start up Activities" ("SOP 98-5") were issued. SFAS 133 establishes accounting and reporting standards requiring that every derivative instrument be recorded in the balance sheet as either an asset or liability measured at its fair value. The Company will adopt SFAS 133 in fiscal 1999 but has not quantified the impact or not yet determined the timing or method of the adoption. SOP 98-5 provides guidance on accounting for the costs of start-up activities, which include preopening costs, preoperating costs, organization costs, and start-up costs. The Company will adopt SOP 98-5 in fiscal 1999. As of December 31, 1998, the Company had approximately $2,800 of organization costs on its balance sheet. In accordance with SOP 98-5, these organization costs will be reported as a cumulative effect of a change in accounting principle in fiscal 1999.

(6) Property, Plant and Equipment:

As of December 31, 1998 and 1997, property, plant and equipment consisted of:

	1998	1997
Land and land improvements	$ 341	$ 108
Buildings and leasehold improvements	5,731	337
Cable systems, equipment and subscriber devices	300,051	49,071
Vehicles	5,051	1,135
Furniture, fixtures and office equipment	3,453	1,084
	$ 314,627	$ 51,735
Accumulated depreciation	(45,423)	(5,737)
	$ 269,204	$ 45,998

(7) Intangible Assets:

The following table summarizes the net asset value for each intangible asset category as of December 31, 1998 and 1997:

1998	Gross Asset Value	Amortization	Net Asset Value
Franchising costs	$ 87,509	$ 7,983	$ 79,526
Goodwill	5,640	584	5,056
Subscriber lists	76,484	15,701	60,783
Covenants not to compete	4,842	1,310	3,532
	$ 174,475	$ 25,578	$ 148,897

1997	Gross Asset Value	Amortization	Net Asset Value
Franchising costs	$ 22,181	$ 1,732	$ 20,449
Goodwill	5,640	232	5,408
Subscriber list	18,573	1,085	17,488
Covenants not to compete	4,842	328	4,514
	$ 51,236	$ 3,377	$ 47,859

(8) Debt:

As of December 31, 1998 and 1997, debt consisted of:

	1998	1997
Mediacom:		
8-1/2% Senior Notes (a)	$ 200,000	$ -
Subsidiaries:		
Bank Credit Facilities (b)	134,425	69,575
Seller Note (c)	3,480	3,193
	$ 337,905	$ 72,768

(a) On April 1, 1998, Mediacom and Mediacom Capital jointly issued $200,000 aggregate principal amount of 8 1/2% Senior Notes due on April 15, 2008. The 8 1/2% Senior Notes are unsecured obligations of the Company, and the indenture for the 8 1/2% Senior Notes stipulates, among other things, restrictions on incurrence of indebtedness, distributions, mergers and asset sales and has cross-default provisions related to other debt of the Company. Interest accrues at 8 1/2% per annum, beginning from the date of issuance

and is payable semi-annually on April 15 and October 15 of each year, commencing on October 15, 1998. The 8 1/2% Senior Notes may be redeemed at the option of Mediacom, in whole or part, at any time after April 15, 2003, at redemption prices decreasing from 104.25% of their principal amount to 100% in 2006, plus accrued and unpaid interest.

(b) On January 23, 1998, Mediacom Southeast entered into an eight and one-half year, $225,000 reducing revolver and term loan agreement (the "Southeast Credit Facility"). On June 24, 1997, Mediacom California, Mediacom Delaware and Mediacom Arizona LLC, a wholly-owned subsidiary of Mediacom (collectively, the "Western Group"), entered into an eight and one-half year, $100,000 reducing revolver and term loan agreement (the "Western Credit Facility" and, together with the Southeast Credit Facility, the "Bank Credit Facilities"). At December 31, 1998, the aggregate commitments under the Bank Credit Facilities were $324,400. The Bank Credit Facilities are non-recourse to Mediacom and have no cross-default provisions relating directly to each other. The reducing revolving credit lines under the Bank Credit Facilities make available a maximum commitment amount for a period of up to eight and one-half years, which is subject to quarterly reductions, beginning September 30, 1998, ranging from 0.21% to 12.42% of the original commitment amount of the reducing revolver. The term loans under the Bank Credit Facilities are repaid in consecutive installments beginning September 30, 1998, ranging from 0.42% to 12.92% of the original term loan amount. The Bank Credit Facilities require mandatory reductions of the reducing revolvers and mandatory prepayments of the term loans from excess cash flow, as defined, beginning December 31, 1999. The Bank Credit Facilities provide for interest at varying rates based upon various borrowing options and the attainment of certain financial rations and for commitment fees of 3/8% to 1/2% per annum on the unused portion of available credit under the reducing revolver credit lines. The effective interest rates on outstanding debt under the Bank Credit Facilities were 7.2% and 8.8% for the three months ending December 31, 1998 and December 31, 1997, respectively, after giving effect to the interest rate swap agreements discussed below.

The applicable margins for the respective borrowing rate options have the following ranges:

Interest Rate Option	Margin Rate
Base Rate	0.250% to 1.625%
Eurodollar Rate	1.250% to 2.625%

The Bank Credit Facilities require Mediacom's subsidiaries to maintain compliance with certain financial covenants including, but not limited to, the leverage ratio, the interest coverage ratio, the fixed charge coverage ratio and the pro forma debt service coverage ratio, as defined in the respective credit agreements. The Bank Credit Facilities also require Mediacom's subsidiaries to maintain compliance with other covenants including, but not limited to, limitations on mergers and acquisitions, consolidations and sales of certain assets, liens, the incurrence of additional indebtedness, certain restrictive payments, and certain transactions with affiliates. The Company was in compliance with all covenants as of December 31, 1998.

The Bank Credit Facilities are secured by Mediacom's pledge of all its ownership interests in the subsidiaries and a first priority lien on all the tangible and intangible assets of the operating subsidiaries, other than real property in the case of the Southeast Credit Facility. The indebtedness under the Bank Credit Facilities is guaranteed by Mediacom on a limited recourse basis to the extent of its ownership interests in the operating subsidiaries. At December 31, 1998, the Company had approximately $189,900 of unused commitments under the Bank Credit Facilities, all of which could have been borrowed by the operating subsidiaries for purposes of distributing such borrowed proceeds to Mediacom under the most restrictive covenants in the Company's bank credit agreements.

As of December 31, 1998, the Company had entered into interest rate exchange agreements (the "Swaps") with various banks pursuant to which the interest rate on $60,000 is fixed at a weighted average swap rate of approximately 6.2%, plus the average applicable margin over the Eurodollar Rate option under the Bank Credit Facilities. Any amounts paid or received due to swap arrangements are recorded as an

adjustment to interest expense. Under the terms of the Swaps, which expire from 1999 through 2002, the Company is exposed to credit loss in the event of nonperformance by the other parties to the Swaps. However, the Company does not anticipate nonperformance by the counterparties.

(c) In connection with the acquisition of the Kern Valley System, the Western Group issued to the seller an unsecured senior subordinated note (the "Seller Note") in the amount of $2,800, with a final maturity of June 28, 2006. Interest is deferred throughout the term of the note and is payable at maturity or upon prepayment. For the five-year period ending June 28, 2001, the annual interest rate is 9.0%. After the initial five-year period, the annual interest rate increases to 15.0%, with an interest clawback for the first five years. After the initial seven-year period, the interest rate increases to 18.0%, with an interest clawback for the first seven years. The Company intends to prepay the Seller Note plus accrued interest on or before June 28, 2001, subject to prior approval by the parties to the Western Credit Facilities, which the Company believes it will obtain. The Company expects to repay the Seller Note with cash flow generated from operations and future borrowings. There are no penalties associated with prepayment of this note.

The Seller Note agreement contains a debt incurrence covenant limiting the ability of the Western Group to incur additional indebtedness. The Seller Note is subordinated and junior in right of payment to all senior obligations, as defined in the Western Credit Facility.

The stated maturities of all debt outstanding as of December 31, 1998, are as follows:

1999	$ 2,000
2000	2,300
2001	6,600
2002	9,500
2003	13,600
Thereafter	303,905
	$337,905

(9) Related Party Transactions:

Separate management agreements with each of Mediacom's subsidiaries provide for Mediacom Management to be paid compensation for management services performed for the Company. Under such agreements, Mediacom Management, which is wholly-owned by the Manager, is entitled to receive annual management fees calculated as follows: (i) 5.0% of the first $50,000 of annual gross operating revenues of the Company; (ii) 4.5% of such revenues in excess thereof up to $75,000; and (iii) 4.0% of such revenues in excess of $75,000. The Company incurred management fees of approximately $5,797, $882, and $270 for the years ended 1998 and 1997, and for the period ended December 31, 1996, respectively.

The operating agreement of Mediacom provides for Mediacom Management to be paid a fee of 1.0% of the purchase price of acquisitions made by the Company until the Company's pro forma consolidated annual operating revenues equal $75,000 and 0.5% of such purchase price thereafter. The Company incurred acquisition fees of approximately $3,327, $544, and $441 for the years ended 1998 and 1997, and for the period ended December 31, 1996, respectively. The acquisition fees are included in other expenses in the statement of operations.

In addition, the operating agreements of the Company provide for the reimbursement of reasonable out-of-pocket expenses of Mediacom Management incurred in connection with the operation of the business of the Company and acting for or on behalf of the Company in connection with any potential acquisitions. The Company reimbursed Mediacom Management approximately $53, $59, and $29 for the years ended 1998 and 1997, and for the period ended December 31, 1996, respectively.

(10) Employee Benefit Plans:

Substantially all employees of the Company are eligible to participate in a deferred arrangement pursuant to IRC Section 401(k) (the "Plan"). Under such arrangement, eligible employees may contribute up to 15% of their current pre-tax compensation to the Plan. The Plan permits, but does not require, matching contributions and non-matching (profit sharing) contributions to be made by the Company up to a maximum dollar amount or maximum percentage of participant contributions, as determined annually by the Company. The Company presently matches 50% on the first 6% of employee contributions. The Company's contributions under the Plan totaled approximately $264, $14, and $10 for the years ended 1998 and 1997, and for the period ended December 31, 1996, respectively.

(11) Commitments and Contingencies:

Under various lease and rental agreements for offices, warehouses and computer terminals, the Company had rental expense of approximately $588, $138, and $22 for the years ended 1998 and 1997, and for the period ended December 31, 1996, respectively. Future minimum annual rental payments are as follows:

1999	$1,815
2000	1,190
2001	768
2002	379
2003	267

In addition, the Company rents utility poles in its operations generally under short-term arrangements, but the Company expects these arrangements to recur. Total rental expense for utility poles was approximately $1,709, $102, and $24 for the years ended 1998 and 1997, and for the period ended December 31, 1996, respectively.

Legal Proceedings

Management is not aware of any legal proceedings currently that will have a material adverse impact on the Company's financial statements.

Regulation in the Cable Television Industry

The cable television industry is subject to extensive regulation by federal, local and, in some instances, state government agencies. The Cable Television Consumer Protection and Competition Act of 1992 and the Cable Communication Policy Act of 1984 (collectively, the "Cable Acts"), both of which amended the Communications Act of 1934 (as amended, the "Communications Act"), established a national policy to guide the development and regulation of cable television systems. The Communications Act was recently amended by the Telecommunications Act of 1996 (the "1996 Telecom Act"). Principal responsibility for implementing the policies of the Cable Acts and the 1996 Telecom Act has been allocated between the FCC and state or local regulatory authorities.

Federal Law and Regulation

The Cable Acts and the FCC's rules implementing such acts generally have increased the administrative and operational expenses of cable television systems and have resulted in additional regulatory oversight by the FCC and local or state franchise authorities. The Cable Acts and the corresponding FCC regulations have established, among other things: (i) rate regulations; (ii) mandatory carriage and retransmission consent requirements that require a cable television system under certain circumstances to carry a local broadcast station or to obtain consent to carry a local or distant broadcast station; (iii) rules for franchise renewals and transfers; and (iv) other requirements covering a variety of operational areas such as equal employment opportunity, technical standards and customer service requirements.

The 1996 Telecom Act deregulates rates for cable programming services tiers ("CPST") on March 31, 1999 and, for certain small cable operators, immediately eliminates rate regulation of CPST, and, in certain limited circumstances, basic services. The FCC is currently developing permanent regulations to implement the rate deregulation provisions of the 1996 Telecom Act. The Company is currently unable to predict the ultimate effect of the Cable Acts or the 1996 Telecom Act on its financial statements.

The FCC and Congress continue to be concerned that rates for regulated programming services are rising at a rate exceeding inflation. It is therefore possible that the FCC will further restrict the ability of cable television operators to implement rate increases and/or Congress will enact legislation which would, for example, delay or suspend the scheduled March 1999 termination of CPST rate regulation.

State and Local Regulation

Cable television systems generally operate pursuant to non-exclusive franchises, permits or licenses granted by a municipality or other state or local governmental entity. The terms and conditions of franchises vary materially from jurisdiction to jurisdiction. A number of states subject cable television systems to the jurisdiction of centralized state government agencies. To date, other than Delaware, no state in which the Company currently operates has enacted state level regulation. The Company cannot predict whether any of the states in which currently operates will engage in such regulation in the future.

(12) Disclosures about Fair Value of Financial Instruments:

Debt

The fair value of the Company's debt is estimated based on the current rates offered to the Company for debt of the same remaining maturities. The fair value of the senior bank debt and the Seller Note approximates the carrying value. The fair value at December 31, 1998 of the 8 1/2% Senior Notes was approximately $204,500.

Interest Rate Exchange Agreements

The fair value of the Swaps is the estimated amount that the Company would receive or pay to terminate the Swaps, taking into account current interest rates and the current creditworthiness of the Swap counterparties. At December 31, 1998, the Company would have paid approximately $1,464 to terminate the Swaps, inclusive of accrued interest.

(13) FASB 131 - Disclosure about Segments of an Enterprise and Related Information:

During the fourth quarter of fiscal year 1998, the Company adopted Statement of Financial Accounting Standards (SFAS) No. 131, "Disclosure about Segments of an Enterprise and Related Information". This statement requires the Company to report segment financial information consistent with the presentations made to the Company's management for decision-making purposes. All revenues of the Company are derived solely from cable television operations and related activities. Decision making of the Company's management is based primarily on consolidated system cash flow, defined as operating income before management fee expense, and depreciation and amortization. For the years ended 1998 and 1997, and for the period ended December 31, 1996, the Company's consolidated system cash flow was approximately $59,850, $9,390, and $2,960, respectively.

(14) Subsequent Events:

On February 26, 1999, Mediacom and Mediacom Capital, a New York corporation wholly-owned by Mediacom, jointly issued $125,000 aggregate principal amount of 7 7/8% Senior Notes due on February 15, 2011. The net proceeds from this offering of approximately $121,900 were used to repay a substantial portion of outstanding indebtedness under the Company's bank credit facilities. Interest on the 7 7/8% Senior Notes will be payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 1999.

The Company is regularly presented with opportunities to acquire cable television systems that are evaluated on the basis of the Company's acquisition strategy. Although the Company presently does not have any definitive agreements to acquire or sell any of its cable television systems, it is negotiating with prospective sellers to acquire additional cable television systems. If definitive agreements for all such potential acquisitions are executed, and if such acquisitions are then consummated, the Company's customer base would approximately double in size. These acquisitions are subject to the negotiation and completion of definitive documentation, which will include customary representations and warranties and will be subject to a number of closing conditions. Financing for these potential transactions has not been determined; however, if such acquisitions are consummated, the Company believes its total indebtedness would substantially increase. No assurance can be given that such definitive documents will be entered into or that, if entered into, the acquisitions will be consummated.

MEDIACOM LLC AND SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS
(All dollar amounts in 000's)

Schedule II

	Balance at beginning of period	Additions charged to costs and expenses	Deductions	Balance at end of period
December 31, 1996				
Allowance for doubtful accounts Current receivables	$ -	$ 91	$ 66	$ 25
Acquisition reserves Accrued expenses	$ -	$ -	$ -	$ -
December 31, 1997				
Allowance for doubtful accounts Current receivables	$ 25	$ 45	$ 14	$ 56
Acquisition reserves Accrued expenses	$ -	$ -	$ -	$ -
December 31, 1998				
Allowance for doubtful accounts Current receivables	$ 56	$ 1,694	$ 1,452	$ 298
Acquisition reserves(1) Accrued expenses	$ -	$ 4,120	$ -	$ 4,120

- ----------
(1) Addition was charged to intangible asset

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Shareholder of Mediacom Capital Corporation:

We have audited the accompanying balance sheet of Mediacom Capital Corporation as of December 31, 1998. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the balance sheet. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statement referred to above present fairly, in all material respects, the consolidated financial position of Mediacom Capital Corporation as of December 31, 1998, in conformity with generally accepted accounting principles.

Arthur Andersen LLP

Stamford, Connecticut
March 5, 1999

MEDIACOM CAPITAL CORPORATION
BALANCE SHEET
December 31, 1998

ASSETS	
Note receivable - from affiliate for issuance of common stock	$ 100
Total assets	$ 100
LIABILITIES AND OWNER'S EQUITY	
Owner's equity	
Common stock, par value $0.10; 200 shares authorized; 100 shares issued and outstanding	$ 10
Additional paid-in capital	90
Total owner's equity	$ 100
Total liabilities and owner's equity	$ 100

The accompanying notes to the balance sheet are an integral part of this statement.

MEDIACOM CAPITAL CORPORATION
NOTES TO THE BALANCE SHEET
(All dollar amounts in 000's)

(1) Organization:

Mediacom Capital Corporation ("Mediacom Capital"), a New York corporation wholly-owned by Mediacom LLC, was organized on March 9, 1998 for the sole purpose of acting as co-issuer with Mediacom LLC of $200,000 aggregate principal amount of the 8 1/2% Senior Notes due April 15, 2008. Mediacom Capital has no operations.

(2) Subsequent Events:

On February 26, 1999, Mediacom LLC and Mediacom Capital jointly issued $125,000 aggregate principal amount of 7 7/8% Senior Notes due on February 15, 2011. The net proceeds from this offering of approximately $121,900 were used to repay a substantial portion of outstanding bank debt under the Company's bank credit facilities. Interest on the 7 7/8% Senior Notes will be payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 1999.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not Applicable.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANTS

The following table sets forth certain information concerning the executive officers of Mediacom (the "Executive Officers"), none of whom are compensated by the Company for their respective services to the Company. The Executive Officers are instead compensated by Mediacom Management which receives management fees pursuant to management agreements with the Company. All such Executive Officers hold the same positions in Mediacom Management and the operating subsidiaries. Mr. Commisso is also the sole manager of Mediacom (the "Manager") pursuant to the operating agreement of Mediacom, and the President and sole Director of Mediacom Management and Mediacom Capital. Mr. Stephan is also the Treasurer and Secretary of Mediacom Capital. Mr. Commisso and Mr. Stephan are members of the executive committee (the "Executive Committee") of Mediacom, for which Mr. Commisso acts as Chairman.

Executive Officers

Name	Age	Position
Rocco B. Commisso	49	Chairman and Chief Executive Officer
Mark E. Stephan	42	Senior Vice President, Chief Financial Officer and Treasurer
Joseph Van Loan	57	Senior Vice President, Technology
Italia Commisso Weinand	45	Senior Vice President, Programming and Human Resources and Secretary
John G. Pascarelli	37	Vice President, Marketing
Brian M. Walsh	33	Vice President and Controller

The following table sets forth information concerning persons who hold key operating management positions with the operating subsidiaries of the Company.

Field Management

Name	Age	Position
James M. Carey	47	Senior Vice President, Operations
Arnold Cool	50	Regional Manager, Central Region
Louis Gentile	39	Regional Manager, Western Region
Richard L. Hale	49	Regional Manager, Southern Region
Donald E. Zagorski	39	Regional Manager, Mid-Atlantic Region

Rocco B. Commisso has over 21 years of experience with the cable television industry and has served as Chairman and Chief Executive Officer since founding Mediacom in July 1995. From August 1986 to March 1995, Mr. Commisso served as Executive Vice President, Chief Financial Officer and Director of Cablevision Industries Corporation ("CVI"). At the time of Mr. Commisso's arrival, CVI was a regional cable company serving less than 300,000 basic subscribers in four states. During his tenure, CVI completed 40 acquisitions of cable television systems with an aggregate value exceeding $1.2 billion. Mr. Commisso was directly responsible for all aspects of CVI's financing activities, including the completion of over 35 separate financing transactions with aggregate capital commitments exceeding $5.0 billion.

Prior to that time, Mr. Commisso served as Senior Vice President of Royal Bank of Canada's affiliate in the United States from 1981 where he founded and directed a specialized lending group to manage the bank's lending activities to media and communications companies. Mr. Commisso began his association with the cable television industry in 1978 at The Chase Manhattan Bank, where he was assigned to manage the bank's lending activities to communications firms including the nascent cable television industry. Mr. Commisso holds a Bachelor of Science in Industrial Engineering and a Masters of Business Administration from Columbia University.

Mark E. Stephan has 12 years of experience with the cable television industry and has served as Senior Vice President, Chief Financial Officer and Treasurer since March 1996. Previously, Mr. Stephan served as Vice President, Finance for CVI from July 1993 to February 1996. From 1987 to June 1993, he served as Manager of the telecommunications and media lending group of Royal Bank of Canada where he engaged in financing activities for the cable television, wireless telecommunications and diversified media industries. Mr. Stephan holds a Bachelor of Science in Economics from Colorado State University.

Joseph Van Loan has 23 years of experience in the cable television industry and has served as Senior Vice President of Technology since November 1996. Previously, Mr. Van Loan served as Senior Vice President of Engineering for CVI from 1990. From 1988 to 1990, he managed a private telecommunications consulting practice specializing in domestic and international cable television and broadcasting. Prior to that time, Mr. Van Loan served as Vice President of Engineering for Viacom Cable from 1976 to 1988. Mr. Van Loan received the 1986 Vanguard Award for Science and Technology from the National Cable Television Association. Mr. Van Loan holds a Bachelor of Science in Electrical Engineering from California State Polytechnic University.

Italia Commisso Weinand has 21 years of experience in the cable television industry and has served as Senior Vice President of Programming and Human Resources and Secretary since February 1998. Ms. Weinand joined the Company in April 1996 as Vice President of Operations. Previously, she served as System Manager and Regional Manager for Comcast Corporation from July 1985 to March 1996. Prior to that time, Ms. Weinand held various management positions in system operations, marketing, customer service, and government relations with Time Warner Inc., Times Mirror Cable, and Tele-Communications, Inc., beginning in 1978. Ms. Weinand holds a Bachelor of Science in Marketing from Fordham University. Ms. Weinand is the sister of Mr. Commisso.

John G. Pascarelli has 19 years of experience in the cable television industry and joined the Company as Vice President of Marketing in March 1998. Previously, Mr. Pascarelli served as Vice President of Marketing for Helicon Corporation from January 1996 to February 1998, and as Corporate and Divisional Director of Marketing for CVI from November 1988 to December 1995. Mr. Pascarelli has worked in the cable television industry since 1980 when he joined Continental Cablevision as a sales manager and thereafter held positions in sales and marketing with Cablevision Systems Corporation ("Cablevision") and Storer Communications, Inc..

Brian M. Walsh has 11 years of experience in the cable television industry and has served as Vice President and Controller since February 1998. Mr. Walsh joined the Company in April 1996 as Director of Accounting. Previously, he served as Divisional Business Manager for CVI from January 1994 to December 1995 and as Regional Business Manager for CVI from January 1992 to December 1993. Mr. Walsh has worked in the cable television industry since 1988 when he joined CVI as a staff accountant. Mr. Walsh holds a Bachelor of Science in Accounting from Siena College.

James M. Carey has 18 years of experience in the cable television industry and has served as Senior Vice President of Operations of the Company since February 1998, and as a consultant to the Company since September 1997. Previously, Mr. Carey was founder and President of Infinet Results, a consulting firm to the telecommunications industry, from December 1996 to August 1997. Prior to that time, Mr. Carey served as Executive Vice President of Operations at MediaOne Group, Inc. ("MediaOne") from August 1995 to November 1996, where he was responsible for MediaOne's Atlanta cluster consisting of 500,000 basic subscribers. From December 1988 to July 1995, he served as Regional Vice President of CVI's Southern Region serving 180,000 basic subscribers. Mr. Carey holds a Bachelor of Business Administration in Management from Georgia College.

Arnold Cool has 21 years of experience in the cable television industry and has served as Regional Manager of the Central Region since September 1998. Previously, Mr. Cool served as Director of Engineering for the Central Region from February 1998 to September 1998. Prior to that time, he served as Chief Engineer from November 1996 to January 1998, and as Technical Supervisor from April 1993 to October 1996, for Cablevision's cable television systems in Kentucky and Missouri. Mr. Cool has held various technical and supervisory responsibilities for Cablevision and for smaller cable television companies since 1978.

Louis Gentile has 10 years of experience in the cable television industry and has served as Regional Manager of the Western Region since February 1999. Previously, Mr. Gentile served as Divisional Financial Director for Mediacom Southeast from February 1998 to January 1999. Prior to that time, he served as Regional Business Manager for Cablevision from March 1995 to January 1998 and as Business Manager for Cablevision's Florida Systems from January 1992 to February 1995. Mr. Gentile began his career in the cable television industry in 1989 when he joined MultiVision Cable Television as an accountant. Mr. Gentile holds a Masters of Business Administration from the

Sacred Heart University Graduate School of Business Administration and a Bachelor of Science in Accounting from Mercy College.

Richard L. Hale has 15 years of experience in the cable television industry and has served as Regional Manager of the Southern Region since September 1998. Previously, Mr. Hale served as Regional Manager for the Central Region from January 1998 to August 1998. Prior to that time, Mr. Hale served as Regional Manager of Cablevision's Kentucky/Missouri Region from February 1996 to December 1997, as General Manager of Cablevision's cable television systems in Arkansas and Missouri from February 1992 to January 1996, and as Regional Sales and Marketing Director of such systems from 1988 to 1991. Mr. Hale began his career in the cable television industry in 1984 as Regional Sales and Marketing Director of Adams-Russell, Inc.

Donald E. Zagorski has 18 years of experience in the cable television industry and has served as Regional Manager of the Mid-Atlantic Region since September 1998. Previously, Mr. Zagorski served as General Manager of Mediacom's Lower Delaware system since June 1997. Prior to that time, he served as System and Regional Manager for Tele-Media Company from March 1990 to May 1997. From 1981 to 1988, Mr. Zagorski held various technical and supervisory positions with Outer Banks Cablevision and Group W Cable. Mr. Zagorski holds a Bachelor of Arts in Business Administration from the State University of New York.

Management and Executive Committee

The operating agreement of Mediacom provides that one Manager shall have overall management and control of the business and affairs of the Company, and that Rocco B. Commisso is to serve as the Manager. Mr. Commisso may designate a corporation or other entity controlled by him to serve as Manager of Mediacom.

The operating agreement provides for the establishment of a five-member Executive Committee to whom Mr. Commisso, as Manager, is required to report with respect to certain matters. Approval of the Executive Committee must be obtained for certain extraordinary actions. Mr. Commisso serves as Chairman of the Executive Committee and is entitled to designate two additional members, one of whom may be an employee of Mediacom Management or an operating subsidiary of Mediacom. The remaining two members of the Executive Committee are designated by the other member or members of Mediacom having the largest equity holdings. The Executive Committee's members are Rocco B. Commisso, Mark E. Stephan, Robert L. Winikoff, William S. Morris III and Craig S. Mitchell. Each member of the Executive Committee shall serve until a successor is duly elected and duly qualified.

ITEM 11. EXECUTIVE COMPENSATION

The Company does not make any payments in respect to compensation to any of its executive officers. Such executive officers receive compensation from Mediacom Management, which is entitled to receive management fees from the Company in exchange for providing management services. See Item 13: Certain Relationships and Related Transactions.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The table below sets forth as of December 31, 1998, certain information regarding each of the beneficial owners of membership interests in Mediacom. Rocco B. Commisso is the only executive officer of the Company owning such interests. Mediacom Capital, a wholly-owned subsidiary of Mediacom, has no assets and does not conduct any operations of its own.

Beneficial Owner	Number of Membership Units	Percentage of Outstanding Membership Interests
Rocco B. Commisso c/o Mediacom LLC 100 Crystal Run Road Middletown, NY 10941	14,474.37	9.65%
Morris Communications Corporation 725 Broad Street Augusta, GA 30901	96,776.25	64.51
CB Capital Investors, L.P.(1) c/o Chase Manhattan Capital Corporation 380 Madison Avenue New York, NY 10017	14,306.01	9.54
U.S. Investor, Inc.(2) 333 West Fort Street Detroit, MI 48226	10,379.76	6.92
Private Market Fund, L.P. c/o Pacific Corporate Group 1200 Prospect Street, Suite 200 La Jolla, CA 92037	7,931.33	5.29
BMO Financial c/o Bank of Montreal 430 Park Avenue New York, NY 10022	5,682.52	3.79
Other Investors	449.76	0.30
	150,000.00	100.00%

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(1) Includes approximately 2.0% in respect of membership interests owned by its affiliate, Chase Manhattan Capital, L.P.

(2) An affiliate of Booth American Company.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Management Agreements

Separate management agreements with each of the Company's operating subsidiaries provide for Mediacom Management, which is wholly-owned by Mr. Commisso, to be paid annual management fees of 5.0% of the first $50.0 million of annual gross operating revenues of the Company, 4.5% of such revenues in excess thereof up to $75.0 million, and 4.0% of such revenues in excess of $75.0 million. In 1998, the aggregate amount of management fees paid to Mediacom Management was approximately $5.8 million.

Transaction Fees and Expense Reimbursement

The operating agreement of Mediacom provides for Mediacom Management to be paid a fee of 1.0% of the purchase price of acquisitions made by the Company until the Company's pro forma consolidated annual revenues equal $75.0 million, and 0.5% of such purchase price thereafter. In 1998, the aggregate amount of acquisition fees paid to Mediacom Management was approximately $3.3 million.

Other Relationships with Members of Mediacom

Chase Manhattan Capital, L.P. and CB Capital Investors, L.P., which collectively hold approximately 9.5% of the membership interests in Mediacom, are affiliates of Chase Securities Inc. and The Chase Manhattan Bank ("Chase"). Chase is the administrative agent and a lender under each of the Company's two bank credit facilities and has received customary fees for acting in such capacities. Mediacom repaid promissory notes in the aggregate principal amount of $20.0 million, which principal amount plus all interest accrued in the amount of approximately $0.3 million was repaid to Chase in April 1998. In 1998, Chase received fees in the amount of approximately $0.2 million for providing a letter of credit. Chase Securities Inc. was the initial purchaser of the 8 1/2% Senior Notes offering and received fees of $5.5 million in 1998 in connection with such offering. Chase Securities Inc. acted as placement agent in connection with the placement of membership interests in Mediacom and as advisory agent in connection with the Company's purchase of the Cablevision Systems. For such placement and advisory services, Chase Securities Inc. received fees totaling approximately $3.5 million in 1998.

Morris Communications Corporation, which holds approximately 64.5% of the membership interests in Mediacom, received fees in 1998 of approximately $2.0 million with respect to its equity contribution to Mediacom.

In connection with the purchase of a cable television system in Kern County, California from Booth American Company ("Booth"), Mediacom California issued to Booth, who holds approximately 6.9% of the membership interests in Mediacom, the Seller Note in the original principal amount of $2.8 million. Interest is deferred throughout the term of the Seller Note and is payable at maturity on June 28, 2006. The annual interest rate was 9.0% in 1998. See Note 8 of the Company's audited consolidated financial statements.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a) Exhibits

The following exhibits, which are numbered in accordance with Item 601 of Regulation S-K, are filed herewith or, as noted, incorporated by reference herein:

Exhibit Number	Exhibit Descriptions
2.1	Asset Purchase and Sale Agreement dated May 23, 1996 between Mediacom California LLC and Booth American Company.(1)
2.2	Asset Purchase Agreement dated August 29, 1996 between Mediacom LLC and Saguaro Cable TV Investors, L.P.(1)
2.3	Asset Purchase Agreement dated August 29, 1996 between Mediacom California LLC and Valley Center Cablesystems, L.P.(1)
2.4	Asset Purchase Agreement dated December 24, 1995 between Mediacom LLC and American Cable TV Investors 5, Ltd.(1)
2.5	Asset Purchase Agreement dated May 22, 1997 between Mediacom California LLC and CoxCom, Inc.(1)
2.6	Asset Purchase Agreement dated September 18, 1997 between Mediacom California LLC and Jones Cable Income Fund 1-B/C Venture.(1)
2.7	Asset Purchase Agreement dated August 29, 1997 among Mediacom LLC, U.S. Cable Television Group, L.P., ECC Holding Corporation, Missouri Cable Partners, L.P. and Cablevision Systems Corporation.(1)
2.8	Asset Purchase Agreement, dated June 24, 1998, among Mediacom Southeast LLC, Mediacom LLC, Bootheel Video, Inc., and CSC Holdings, Inc.
3.1(a)	Articles of Organization of Mediacom LLC filed July 17, 1995.(1)
3.1(b)	Certificate of Amendment of the Articles of Organization of Mediacom LLC filed December 8, 1995.(1)
3.2	Third Amended and Restated Operating Agreement of Mediacom LLC.(1)
3.4	By-laws of Mediacom Capital Corporation.(1)
3.5	Certificate of Formation of Mediacom Arizona LLC filed September 5, 1996.(1)
3.6	Operating Agreement of Mediacom Arizona LLC.(1)
3.7	Certificate of Formation of Mediacom California LLC filed November 22, 1995.(1)
3.8	Operating Agreement of Mediacom California LLC.(1)
3.9	Certificate of Formation of Mediacom Delaware LLC filed December 27, 1996.(1)
3.10	Operating Agreement of Mediacom Delaware LLC.(1)
3.11	Certificate of Formation of Mediacom Southeast LLC filed August 21, 1997.(1)

3.12	Operating Agreement of Mediacom Southeast LLC.(1)
4.1(a)	Indenture dated April 1, 1998 among Mediacom LLC, Mediacom Capital Corporation, and Bank of Montreal Trust Company, as Trustee.(1)
4.1(b)	Exchange and Registration Rights Agreement dated April 1, 1998 among Mediacom LLC, Mediacom Capital Corporation and Chase Securities, Inc.(1)
4.1(c)	Purchase Agreement dated March 27, 1998 among Mediacom LLC, Mediacom Capital Corporation, and Chase Securities, Inc.(1)
4.2(a)	Indenture dated February 26, 1999 among Mediacom LLC, Mediacom Capital Corporation, and Bank of Montreal Trust Company, as Trustee.
4.2(b)	Exchange and Registration Rights Agreement dated February 26, 1999 among Mediacom LLC, Mediacom Capital Corporation and Chase Securities, Inc.
4.2(c)	Purchase Agreement dated February 19, 1999 among Mediacom LLC, Mediacom Capital Corporation, and Chase Securities, Inc.
10.1	Management Agreement dated as of December 27, 1996 between Mediacom Arizona LLC and Mediacom Management Corporation.(1)
10.2	First Amended and Restated Management Agreement dated December 27, 1996 between Mediacom California LLC and Mediacom Management Corporation.(1)
10.3	Management Agreement dated June 24, 1997 between Mediacom Delaware LLC and Mediacom Management Corporation.(1)
10.4	Management Agreement dated as of January 23, 1998 between Mediacom Southeast LLC and Mediacom Management Corporation.(1)
10.5(a)	Second Amended and Restated Credit Agreement dated June 24, 1997 among Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC, The Chase Manhattan Bank and First Union National Bank as lenders and managing agents, and various other lenders .(1)
10.5(b)	Amendment No. 1 dated January 23, 1998 among Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC, The Chase Manhattan Bank and First Union National Bank as lenders and managing agents, and various other lenders.(1)
10.5(c)	Amendment No. 2 dated March 24, 1998 among Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC, The Chase Manhattan Bank and First Union National Bank as lenders and managing agents, and various other lenders.(1)
10.5(d)	Amendment No. 3 dated July 1, 1998 among Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC, The Chase Manhattan Bank and First Union National Bank as lenders and managing agents, and various other lenders.
10.5(e)	Amendment No. 4 dated January 26, 1999 among Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC, The Chase Manhattan Bank and First Union National Bank as lenders and managing agents, and various other lenders.
10.6(a)	Credit Agreement dated January 23, 1998 among Mediacom Southeast LLC, The Chase Manhattan Bank as lender and administrative agent, and various other lenders.(1)
10.6(b)	Amendment No. 1 dated March 24, 1998 among Mediacom Southeast LLC, The Chase Manhattan Bank as lender and administrative agent, and various other lenders.(1)

10.6(c)	Amendment No. 2 dated July 1, 1998 among Mediacom Southeast LLC, The Chase Manhattan Bank as lender and administrative agent, and various other lenders.
10.6(d)	Amendment No. 3 dated January 26, 1999 among Mediacom Southeast LLC, The Chase Manhattan Bank as lender and administrative agent, and various other lenders.
12.1	Schedule of Earnings to Fixed Charges.
21.1	Subsidiaries of Mediacom LLC.(1)
27.1	Financial Data Schedule.

(b) Financial Statement Schedule

None.

(c) Reports on Form 8-K

None.

(1) Such Exhibits were filed with the Company's Registration Statement on Form S-4 (File No. 333-57285) and is incorporated herein by reference

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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 LLC

March 31, 1999 By: /s/ Rocco B. Commisso

Rocco B. Commisso
Manager, Chairman and
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Rocco B. Commisso Rocco B. Commisso	Manager, Chairman and Chief Executive Officer (principal executive officer)	March 31, 1999
/s/ Mark E. Stephan Mark E. Stephan	Senior Vice President, Chief Financial Officer and Treasurer (principal financial officer and principal accounting officer)	March 31, 1999

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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 CAPITAL CORPORATION

March 31, 1999 By: /s/ Rocco B. Commisso

Rocco B. Commisso
President, Chief Executive Officer, and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Rocco B. Commisso Rocco B. Commisso	Chief Executive Officer, President and Director (principal executive officer)	March 31, 1999
/s/ Mark E. Stephan Mark E. Stephan	Treasurer and Secretary (principal financial officer and principal accounting officer)	March 31, 1999

Exhibit 2.8

EXECUTION COPY

ASSET PURCHASE AGREEMENT

AS OF JUNE 24, 1998

BY AND AMONG

BOOTHEEL VIDEO, INC.,

CSC HOLDINGS, INC.,

MEDIACOM SOUTHEAST LLC

AND

MEDIACOM LLC

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of June 24, 1998, by and among Bootheel Video, Inc., a Massachusetts corporation ("Seller"), CSC Holdings, Inc., a Delaware corporation ("Cablevision"), Mediacom Southeast LLC, a Delaware limited liability company ("Buyer") and Mediacom LLC, a New York limited liability company ("Mediacom").

R E C I T A L S

Seller owns and operates cable television systems serving the communities described in Exhibit A.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the CATV Business and the assets used or held for the operation thereof in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows, each intending to be legally bound as and to the extent herein provided.

1. Definitions.

1.01 Certain Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Accounts Receivable: All active subscriber and advertising accounts receivable relating to the CATV Business.

Acquired Assets: All of the properties, assets, privileges, rights, interests, claims and goodwill, real and personal, tangible and intangible, of every type and description, including Seller's leasehold interests or rights to possession, whether owned or leased or otherwise possessed, used or held for use by Seller in connection with the CATV Business, now in existence or hereafter acquired by Seller in compliance with the terms of this Agreement prior to the Closing, including, without limitation, the Accounts Receivable, the CATV Instruments, the Equipment, the Real Property,

the Contracts, the Inventory and the Intangible Property; provided that Acquired Assets shall exclude the Excluded Assets and any assets disposed of prior to the Closing in the usual and ordinary course of business and not in violation of this Agreement.

Agreement: This Agreement and the Schedules and Exhibits attached hereto.

Asserted Claim: As defined in Section 10.04.

Assumed Liabilities: All liabilities, obligations and commitments of
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Seller (a) under the CATV Instruments, the CATV Licenses, the Equipment, the Real Property, the Contracts, the Inventory, the Intangible Property and any other Acquired Assets attributable to periods on and after the Closing Date, (b) arising out of Buyer's ownership of the Acquired Assets attributable to periods on and after the Closing Date and (c) to the extent (and only to the extent) constituting Current Liabilities that are included in the Final Working Capital Statement.

Basic Subscriber: As at any date of determination thereof, the sum of (a)
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the total number of households (exclusive of accounts which are provided free service as a courtesy and "second outlets," as such term is commonly understood in the cable television industry, and exclusive of customers billed on a bulk-billing or commercial-account basis and exclusive of senior citizen subscribers that do not pay the regular monthly rate in respect of the service provided) subscribing on such date to at least the most basic tier of service offered by the CATV System and paying undiscounted regular monthly service fees and charges imposed in respect of such service, and, if also subscribing to the expanded basic tier, also paying undiscounted regular monthly service fees and charges imposed in respect of such service, each of which has paid in full without discount at least one monthly bill generated in the ordinary course of business, none of which is pending disconnection for any reason, none of which is, as of the date of determination, delinquent in payment for services for more than sixty (60) days (measured from the first day of the month in which the service with respect to which an unpaid billing statement relates was provided); and (b) the total number of Equivalent Subscribers on such date; provided, there

shall be excluded from the definition of Basic Subscriber any subscriber who comes within the definition of Basic Subscriber because (i) its account has been compromised or written off within the twelve (12) month period preceding the date of determination, other than in the ordinary course of business consistent with past practices for reasons such as service interruption or waiver of late charges but not for the purpose of making it qualify as a Basic Subscriber or (ii) it was obtained through offers made, promotions conducted or discounts given which were designed to temporarily increase the number of Basic Subscribers.

Basic Subscriber Estimate: As defined in Section 2.03.

Basic Subscriber Statement: As defined in Section 2.04(b).

Benefit Plans: As defined in Section 3.09(a).

Buyer: As defined in the Preamble to this Agreement.

Buyer Required Consents: The Consents designated by Buyer by the letter "B" on Schedules 3.02 and 4.05.

Buyer Indemnified Party: As defined in Section 10.03(a).

Buyer's Basket: As defined in Section 10.02(c).

Buyer's Counsel: Cooperman Levitt Winikoff Lester & Newman, P.C.

Buyer's Working Capital Objection: As defined in Section 2.04(a).

Cablevision: As defined in the Preamble to this Agreement.

CATV: Cable television.

CATV Business: The CATV business to be transferred to Buyer, currently owned and operated by Seller, which consists of the transmission, distribution and local origination of audio and video signals over the CATV System used by the CATV business located in the System Area.

CATV Instruments: All franchises, ordinances or licenses granted to Seller by any Governmental Authority; permits for wire crossings over or under highways, railroads, and other property; construction permits and certificates of occupancy; business radio, Earth Station and other FCC licenses; pole attachment and other Contracts with utilities; federal, state, county and municipal permits, orders, variances, exemptions, approvals, consents, licenses and other authorizations; lease access agreements; and all other approvals, consents and authorizations used or held for use in the CATV Business.

CATV Licenses: The franchises and licenses issued by any Governmental Authority and the licenses issued by the FCC used in the CATV Business as presently conducted by Seller, all of which are listed in Schedule 1.01(a).

CATV System: A complete CATV reception and distribution system consisting of one or more head-ends, one or more microwave receive sites, trunk cable, subscriber drops and associated electronic equipment, which is, or is capable of being, operated as an independent system without inter-connections to other systems.

Closing: A meeting for the purpose of concluding the transactions contemplated by this Agreement held at the place and on the date fixed in accordance with Section 12.01.

Closing Date; Date of Closing: The date fixed for the Closing in accordance with Section 12.01.

Code: The Internal Revenue Code of 1986, as amended.

Communications Act: As defined in Section 3.07(d).

Consents: Any registration or filing with, consent or approval of, notice to, or action by any Person or Governmental Authority required to permit the transfer of the Acquired Assets to Buyer, the assumption by Buyer of the Assumed Liabilities, or the performance by Seller or Buyer of any of their respective other obligations under this Agreement.

Contract: Any contract (other than a programming contract), mortgage, deed of trust, bond, indenture, lease,

license, note, certificate, option, warrant, retransmission agreement, must-carry election and lease access agreement (but only to the extent such agreement or election is assignable in accordance with its terms), right, or other instrument, document or written agreement relating to the CATV Business to which Seller is a party or by which Seller or the assets of Seller included within the CATV Business are bound, excluding any CATV Instrument.

Copyright Act: As defined in Section 3.07(e).

Covenantors: As defined in Section 5.06.

CPA Firm: As defined in Section 2.04(a).

Current Assets: Means one hundred percent (100%) of Accounts Receivable that are sixty (60) days or less past due and zero percent (0%) of Accounts Receivable more than sixty (60) days past due (measured in each case from the first day of the month in which the service with respect to an unpaid billing statement relates was provided), plus all deposits with utilities, under leases or related to guides, billing service (to the extent the contract pursuant to which such service is provided is assigned to Buyer), postage, the pro rata portion of any prepaid taxes in respect of the Acquired Assets, all prepaid expenses, including in respect of pole rental or equipment maintenance agreements that are Acquired Assets, and in respect of rent, postage, promotional expenditures, guides, security service or two-way radio, and other current assets (exclusive of Inventory), in each case relating to the CATV Business and each as determined in accordance with GAAP (unless otherwise specified herein) and consistent with Schedule 1.01(b) hereto but excluding any such assets that are also Excluded Assets, which Schedule sets forth the type and amounts of Current Assets as of March 31, 1998.

Current Liabilities: Means accounts payable and accrued expenses relating to the CATV Business and determined in accordance with GAAP, and consistent with Schedule 1.01(c) hereto, which Schedule sets forth the type and amounts of Current Liabilities as of March 31, 1998; provided, however, that there shall be excluded from Current Liabilities any payable or expense that relates to a contract commitment or

arrangement, or other asset of Seller which is not being transferred to Buyer hereunder.

DOJ: The United States Department of Justice.

Earnest Money Escrow: As defined in Section 2.05.

Earnest Money Escrow Agent: As defined in Section 2.05.

Earnest Money Escrow Agreement: As defined in Section 2.05.

Earth Station: A satellite earth receiving station consisting of one or more "dish" antennas, usually operated in conjunction with a building which houses electronic signal processing and amplification equipment, all of which is also referred to as a "head end".

Employees: Means all employees of Seller employed in the operation of the CATV Business.

Encumbrances: Means any security agreement, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any lien, mortgage, pledge, encumbrance, adverse interest, constructive trust or other trust, attachment, exception to or defect in title or other ownership interest (including, but not limited to, reservations, rights of entry, possibilities of reverter, encroachments, easements, rights-of-way, rights of first refusal, restrictive covenants, leases, and licenses) of any kind that otherwise constitutes an interest in or claim against property, whether arising pursuant to any Law, under any Contract or otherwise.

Environmental Law: Means any Law governing the protection of the environment (including air, water, soil and natural resources) or the use, storage, handling, release or disposal of any hazardous or toxic substance.

Environmental Reports: As defined in Section 10.05.

Equipment: All tangible personalty; electronic devices; towers; trunk and distribution cable; decoders and spare decoders for scrambled satellite signals; amplifiers; power

supplies; conduit; vaults and pedestals; grounding and pole hardware; installed subscriber's devices (including, without limitation, drop lines, converters, encoders, transformers behind television sets, remote controls and fittings); "head-ends" and "Hubs" (origination, transmission and distribution system) hardware; tools; spare parts; maps and engineering data; vehicles; supplies, tests and closed circuit devices; furniture and furnishings; billing equipment, telephonic equipment and other equipment owned by Seller and used primarily in the CATV Business whether or not located at the CATV System; and all other tangible personal property and facilities owned by Seller and used in the CATV Business.

Equivalent Subscriber: At any date of determination thereof, the number of Equivalent Subscribers in the CATV System shall be equal to the quotient of (a) the aggregate billings by the CATV System for basic and expanded basic service provided by the CATV System based on billing reports prepared in the ordinary course of business, during the last full month ending on or prior to such date, to residential multiple dwelling units, commercial accounts, other subscribers that are billed for such service on a bulk basis and single family households (including senior citizen subscribers that do not pay the regular monthly rate in respect of the service provided) which pay less than the CATV System's regular monthly rate for basic and expanded basic service and are not included in clause (a) of the definition of "Basic Subscriber" above, divided by (b) the CATV System's regular monthly subscriber rate for basic and expanded basic service. For purposes of the foregoing, there shall be excluded (A) all billings from premium services, installation or other non-recurring charges, converter rental or from any outlet or connection other than the first or from any pass-through charge for sales taxes, line-itemized franchise fees, fees charged by the FCC and the like, and (B) all billings to a commercial or bulk account or discounted family household (i) which has not paid in full at least one (1) monthly bill generated in the ordinary course of business, (ii) which is delinquent in payment for services for more than sixty (60) days measured from the first day of the month in which the service with respect to which an unpaid billing statement relates was provided (exclusive of account balances of $8.00 or less attributed to late fees) based on billing reports prepared in the ordinary course of business, (iii) which is

pending disconnection for any reason or (iv) which was obtained through offers made, promotions conducted or discounts given which, in each case, were designed to temporarily increase the number of Basic Subscribers.

ERISA: The Employee Retirement Income Security Act of 1974, as the same has been and may be amended from time to time.

ERISA Affiliate: As defined in Section 3.09(c).

Estimated Working Capital Amount: Means (i) if Current Liabilities exceed Current Assets as reflected on the Estimated Working Capital Statement, such excess, expressed as a negative number, or (ii) if Current Assets exceed Current Liabilities as reflected on the Estimated Working Capital Statements, such excess, expressed as a positive number.

Estimated Working Capital Statement: As defined in Section 2.03.

Excluded Assets: Means (i) the corporate and financial books, records and documents of Seller (including tax records), (ii) all cash and cash equivalents, (iii) all current assets (other than Inventory) of Seller (determined in accordance with GAAP) as of the Closing Date that are not included in Current Assets, (iv) all agreements of Seller other than those relating to the CATV Business and including any agreements in respect of borrowings of Seller, (v) all claims (other than such as are included in Current Assets) with respect to tax abatements and refunds relating to periods prior to the Closing Date, (vi) programming agreements (other than assignable retransmission consents, must carry elections and lease access agreements applicable to the CATV Business), (vii) Benefit Plans and interests in multi-employer plans, (viii) insurance policies, (ix) bonds, (x) the name "Cablevision" or "Cablevision Systems" and all logos, trademarks and intellectual property associated with such names and (xi) the assets and properties of Seller listed on Schedule 1.01(d).

Excluded Liabilities: Means all liabilities, obligations and commitments of Seller, other than the Assumed Liabilities, including, but not limited to, all liabilities, obligations

and commitments arising out of or relating to Seller's ownership of the Acquired Assets and operations of the CATV Business attributable to periods prior to the Closing Date, any taxes not in respect of the Acquired Assets, indebtedness for money borrowed, obligations to Seller's officers, directors and advisors, obligations relating to Excluded Assets, and the liabilities, obligations and commitments of Seller identified on Schedule 1.01(e) in each case other than any Current Liabilities taken into account in determining the Final Working Capital Amount.

FCC: The Federal Communications Commission.

Final Basic Subscriber Statement: As defined in Section 2.04(b).

Final Subscriber Adjustment: An amount equal to (i) if the number of actual Basic Subscribers as determined by the Final Basic Subscriber Statement is less than 3,679, then $1,289 times the difference between 3,679 and such number of actual Basic Subscribers, presented as a negative amount or (ii) if the number of actual Basic Subscribers as determined by the Final Basic Subscriber Statement is more than 4,079, then $1,289 times the difference between such number of actual Basic Subscribers (but not exceeding 4,260) and 4,079, presented as a positive amount.

Final Working Capital Amount: Means (i) if Current Liabilities exceed Current Assets as reflected on the Final Working Capital Statement, such excess, expressed as a negative number, or (ii) if Current Assets exceed Current Liabilities as reflected on the Final Working Capital Statements, such excess, expressed as a positive number.

Final Working Capital Statement: As defined in Section 2.04(a).

FTC: The Federal Trade Commission.

GAAP: Means U.S. generally accepted accounting principles consistently applied.

Governmental Authority: Means the Federal Government, any state, county, municipal, local or foreign government and

any governmental agency, bureau, court, tribunal, department, board, commission, authority or body or any arbitrators or panel of arbitrators having jurisdiction with respect to a particular matter.

Hazardous Substance: Means any substance listed, defined, designated or classified as hazardous, toxic or radioactive under any applicable Environmental Law, including petroleum and petroleum related products.

HSR Act and Rules: The Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder, as from time to time in effect prior to the Closing.

HSR Report: The Notification and Report Form for certain mergers and acquisitions mandated by the HSR Act and Rules.

Indemnitee: As defined in Section 10.04.

Indemnitor: As defined in Section 10.04.

Indemnity Escrow: As defined in Section 2.07.

Indemnity Escrow Agent: As defined in Section 2.07.

Intangible Property: The copyrights, patents, trademarks, service marks and trade names used in the CATV Business and all applications for, or licenses, permits or other rights to use any thereof, and the value associated therewith, which are owned, used or held for use by Seller and used in the CATV Business.

Inventory: Means all inventory as defined under GAAP, plus, without limitation, all supplies, all maintenance equipment, all uninstalled converters and other uninstalled subscriber devices, all cables and all amplifiers owned by Seller on the Closing Date as determined by Seller's inventory control systems and used in the CATV Business.

Judgment: Any judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, and any order of or by any Governmental Authority.

Law: The common law and any statute, ordinance, code or other law, rule, regulation, order, technical or other standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any Governmental Authority or court, including, without limitation, Judgments and the CATV Licenses.

LMDS: As defined in Section 5.06(a).

Losses: As defined in Section 10.02(a).

Material Adverse Effect: Means a material adverse effect on the assets, financial condition or results of operations of the CATV System taken as a whole other than any such effect resulting from changes in general economic or political conditions or legal, governmental, regulatory or competitive factors affecting CATV systems operators generally.

Material CATV Instruments: Means all franchises, FCC Licenses and pole attachment agreements that are used in the CATV Business as presently conducted and any other CATV Instruments that are used in the CATV Business as presently conducted, the loss of which would materially and adversely affect or interfere with the operation of the CATV System as presently conducted.

Material Contracts: Means the leases in respect of Real Property on Schedule 3.06(b) (or any replacements thereof) and any other Contracts requiring in any calendar year payments or receipts exceeding $10,000 individually and that cannot be terminated on thirty (30) days' notice without liability.

MMDS: As defined in Section 5.06(a).

Organizational Documents: As defined in Section 3.02(b).

Outside Date: As defined in Section 12.01.

Overdue Receivables: The Accounts Receivable for which Buyer is paying Seller zero percent (0%) of face value under Section 2.02 and the definition of Current Assets.

Permitted Encumbrances: Means those Encumbrances set forth in Schedule 1.01(f) hereto and all other Encumbrances,

if any, which do not materially detract from the value of the tangible property subject thereto and which do not materially interfere with the present and continued use of such property in the operation of the CATV Business.

Person: Any natural person, Governmental Authority, corporation, general or limited partner, partnership, joint venture, trust, association, limited liability company or unincorporated entity of any kind.

Preliminary Working Capital Statement: As defined in 2.04(a).

Purchase Price: As defined in Section 2.02.

Real Property: All realty, fixtures, easements, rights-of-way, leasehold and other interests in real property, buildings and improvements owned, used or held for use in the CATV Business.

Required Consents: The Consents designated as Buyer Required Consents and Seller Required Consents on Schedules 3.02 and 4.05.

Seller: As defined in the Preamble to this Agreement.

Seller Required Consents: The Consents designated by Seller by the letter "S" on Schedules 3.02 and 4.05.

Seller Indemnified Party: As defined in Section 10.02(a).

Seller's Basket: As defined in Section 10.03(c).

Seller's FCC Counsel: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Seller's Massachusetts Counsel: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Seller's Missouri Counsel: Stinson, Mag & Fizzell, P.C.

Side: As defined in Section 9.02(c).

SMATV: As defined in Section 5.06(a).

Subscriber Adjustment: An amount equal to (i) if the number of Basic Subscribers actually delivered on the Closing Date is less than 3,679, then $1,289 times the difference between 3,679 and such number of Basic Subscribers actually delivered, presented as a negative amount or (ii) if the number of Basic Subscribers actually delivered on the Closing Date is more than 4,079, then $1,289 times the difference between such number of Basic Subscribers actually delivered on the Closing Date (but not exceeding 4,260) and 4,079, presented as a positive amount.

System Area: The geographical area covered by the cable television franchises in Schedule 1.01(a).

Tax Returns: As defined in Section 3.05.

Trial Balance: As defined in Section 3.03.

1.02 Other Definitional Provisions. Terms defined in the singular shall have a comparable meaning when used in plural, and vice versa.

2. Purchase and Sale.

2.01 Transfer of Assets. At the Closing, upon the terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, accept and receive, all of Seller's right, title and interest in and to the Acquired Assets, such transaction to be effective as of 12:01 a.m. on the Closing Date.

2.02 Purchase Price. In consideration for the transfer of the Acquired Assets pursuant to Section 2.01 and the other covenants, agreements, representations and warranties con tained herein, Buyer shall at Closing (i) pay to Seller a purchase price of Five Million Dollars ($5,000,000) (A) plus, if a positive number, or minus, if a negative number, the Estimated Working Capital Amount to or from Seller as provided in Section 2.03 and (B) plus, if a positive number or minus, if a negative number, the Subscriber Adjustment, if any, (such price, together with (A) and (B) the "Purchase Price"), by federal funds wire transfer of immediately available funds to

such account at a United States bank as shall be designated by Seller, and (ii) assume and agree to pay, discharge and perform the Assumed Liabilities as and when due in accordance with the Bill of Sale, General Assignment and Instrument of Assumption of Liabilities attached as Exhibit B hereto.

2.03 Estimated Statements. At least fifteen (15) business days prior to the Closing Date, Seller shall deliver to Buyer (i) a working capital statement of Seller's CATV Business as of the Closing Date, which statement shall be prepared in accordance with GAAP, except as otherwise provided in this Agreement, and shall set forth Seller's good faith estimate of the Current Assets and Current Liabilities of Seller's CATV Business as of the Closing Date (the "Estimated Working Capital Statement"), (ii) an estimate of the number of Basic Subscribers to be transferred on the Closing Date (the "Basic Subscriber Estimate") and (iii) an estimate of the Subscriber Adjustment, if any, to be made at Closing. Prior to Closing, Seller shall provide Buyer or Buyer's representatives with copies of all books and records as Buyer may reasonably request for purposes of verifying the Estimated Working Capital Statement and the Basic Subscriber Estimate, and shall meet at Buyer's reasonable request on reasonable notice with Buyer's accountants and other representatives; provided, however, that if Seller determines in good faith that providing copies of any books and records requested by Buyer pursuant to this Section 2.03 would be unduly burdensome to Seller, then Seller shall make available, on reasonable notice, any such books and records that it has not copied for Buyer, at the offices of Seller at One Media Crossways, Woodbury, New York.

2.04 Post Closing Adjustments.

(a)(i) Working Capital Statement. Within ninety (90) days after the Closing Date, Seller shall prepare, or cause to be prepared, and deliver to Buyer a working capital statement of Seller's CATV Business as of the Closing Date, which statement shall be prepared in accordance with GAAP, except as otherwise required by this Agreement, and shall set forth the Current Assets and Current Liabilities of Seller's CATV Business as of the Closing Date (the "Preliminary Working Capital Statement"). Buyer shall cooperate in providing to

Seller access, on reasonable notice, to all relevant books, records and personnel of the CATV Business in order to facilitate the preparation of the Preliminary Working Capital Statement.

(ii) Right to Examine. During the succeeding thirty (30) day period, Buyer shall have the right to examine the Preliminary Working Capital Statement and all records used to prepare the Preliminary Working Capital Statement. Seller shall provide Buyer or Buyer's representatives with copies of all books and records that Buyer may reasonably request for purposes of Buyer's review of the Preliminary Working Capital Statement;

provided, however, that if Seller determines in good faith that providing copies of any books and records requested by Buyer pursuant to this Section 2.04(a) would be unduly burdensome to Seller, then Seller shall make available, on reasonable notice, any such books and records that it has not copied for Buyer, at the offices of Seller at One Media Crossways, Woodbury, New York.

(iii) Buyer Objection. In the event Buyer determines that the Preliminary Working Capital Statement has not been prepared on the basis set forth in Section 2.04(a)(i) hereof, Buyer shall so inform Seller in writing (the "Buyer's Working Capital Objection"), setting forth a reasonably specific description of the basis of the Buyer's Working Capital Objection on or before the last day of the thirty (30) day period referred to in Section 2.04(a)(ii) hereof. If Buyer delivers a Buyer's Working Capital Objection, Buyer and Seller shall attempt to resolve the differences underlying the Buyer's Working Capital Objection within twenty (20) days of Seller's receipt thereof. If Seller and Buyer are unable to resolve all their differences within such twenty (20) day period, they shall refer their remaining differences to Ernst & Young LLP, or such other nationally recognized firm of independent public accountants as to which Buyer and Seller may mutually agree (the "CPA Firm"), who shall, acting as experts and not as arbitrators, determine on the basis of the standard set forth in Section 2.04(a)(i) hereof and only with respect to the remaining differences so submitted, whether and to what extent, if any, the Preliminary

Working Capital Statement requires adjustment. The CPA Firm will base its determination only on evidence brought to it by the parties and shall not conduct an audit. The CPA Firm shall deliver its written determination to Buyer and Seller no later than the twentieth (20th) business day after the remaining differences underlying the Buyer's Working Capital Objection are referred to the CPA Firm. The CPA Firm's determination shall be conclusive and binding upon the parties. The fees and disbursements of the CPA Firm shall be allocated between Buyer and Seller in the same proportion that the aggregate amount of any disputed items submitted to the CPA Firm that are unsuccessfully disputed by each (as finally determined by the CPA Firm) bears to the total amount of any disputed items so submitted. Buyer and Seller shall make readily available to the CPA Firm all relevant books and records and any work papers relating to the Preliminary Working Capital Statement and all other items reasonably requested by the CPA Firm. A "Final Working Capital Statement" shall be (x) the Preliminary Working

Capital Statement in the event that (A) a Buyer's Working Capital Objection is not delivered to Seller in the period set forth in Section 2.04(a)(iii) hereof, or (B) the Seller and Buyer so agree; or (y) the Preliminary Working Capital Statement as adjusted by either (A) the agreement of Seller and Buyer or (B) the CPA Firm.

(iv) Final Working Capital Statement. On the fifth (5th) business day following the determination of Seller's Final Working Capital Statement pursuant to Section 2.04(a)(iii) hereof, (w) if both the Estimated and Final Working Capital Amounts of Seller are positive, then (A) if the Final Working Capital Amount exceeds the Estimated Working Capital Amount, then Buyer shall pay to Seller an amount equal to such excess; and (B) if the Estimated Working Capital Amount exceeds the Final Working Capital Amount, then Seller shall pay to Buyer an amount equal to such excess; (x) if both the Estimated and Final Working Capital Amounts of Seller are negative, then (A) if the absolute value of the Final Working Capital Amount exceeds the absolute value of the Estimated Working Capital Amount, then Seller shall pay to Buyer an amount equal to such excess; and (B) if the absolute value of the Estimated Working Capital Amount

exceeds the absolute value of the Final Working Capital Amount, then Buyer shall pay to Seller an amount equal to such excess; (y) if the Estimated Working Capital Amount is negative and the Final Working Capital Amount is positive, then Buyer shall pay to Seller an amount equal to the sum of the absolute values thereof; and (z) if the Estimated Working Capital Amount is positive and the Final Working Capital Amount is negative, then Seller shall pay to Buyer an amount equal to the sum of the absolute values thereof.

(v) Payment. Any amount payable pursuant to Section 2.04(a)(iv) hereof shall be paid by wire transfer of immediately available funds to a bank account designated by Buyer or Seller, as the case may be.

(b)(i) Basic Subscriber Statement. Within thirty (30) days after the Closing Date, Seller shall prepare, or cause to be prepared, and deliver to Buyer (x) a statement setting forth the number of Basic Subscribers as of the Closing Date, which statement shall be prepared in conformity with the definition of Basic Subscriber contained herein (the "Basic Subscriber Statement")and (y) the amount of the Final Subscriber Adjustment. Buyer shall cooperate in providing Seller access, upon reasonable notice, to all relevant books, records and personnel of the CATV Business in order to facilitate the preparation of the Basic Subscriber Statement.

(ii) Right to Examine. During the succeeding thirty (30) day period, Buyer shall have the right to examine the Basic Subscriber Statement and all records used to prepare the Basic Subscriber Statement. Seller shall provide Buyer or Buyer's representatives with copies of all books and records that Buyer may reasonably request for purposes of Buyer's review of the Basic Subscriber Statement; provided, however, that if Seller determines in good faith that providing copies of any books and records requested by Buyer pursuant to this Section 2.04(b)(ii) would be unduly burdensome to Seller, then Seller shall make available, on reasonable notice, any such books and records that it has not theretofore provided to Buyer, at the offices of Seller at One Media Crossways, Woodbury, New York.

(iii) Objections. In the event Buyer determines that the Basic Subscriber Statement has not been prepared on the basis set forth in Section 2.04(b)(i) hereof, Buyer shall so inform Seller in writing (the "Buyer's Objection"), setting forth a reasonably specific description of the basis of the Buyer's Objection on or before the last day of the thirty (30) day period referred to in Section 2.04(b)(ii) hereof. If Buyer delivers a Buyer's Objection, Buyer and Seller shall attempt to resolve the differences underlying the Buyer's Objection within twenty (20) days of Seller's receipt thereof. If Seller and Buyer are unable to resolve all of their differences within such twenty (20) day period, they shall refer their remaining differences to the CPA Firm, who, acting as arbitrators and not as experts, shall determine on the basis of the standard set forth in Section 2.04(b)(i) hereof and only with respect to the remaining differences so submitted, whether and to what extent, if any, the Basic Subscriber Statement requires adjustment. The CPA Firm will base its determination only on evidence brought to it by the parties and shall not conduct an audit. The CPA Firm shall deliver its written determination to Buyer and Seller no later than the twentieth (20th) business day after the remaining differences underlying the Buyer's Objection are referred to the CPA Firm. The CPA Firm's determination shall be conclusive and binding upon the parties. The fees and disbursements of the CPA Firm shall be allocated between Buyer and Seller in the same proportion that the aggregate amount of any disputed Basic Subscribers submitted to the CPA Firm that are unsuccessfully disputed by each (as finally determined by the CPA Firm) bears to the total amount of any Basic Subscribers so submitted. Buyer and Seller shall make readily available to the CPA Firm all relevant books and records and any work papers relating to the Basic Subscriber Statement and all other items reasonably requested by the CPA Firm. A "Final Basic Subscriber Statement" shall be (x) the Basic Subscriber Statement in the event that a Buyer's Objection is not delivered to the Seller in the period set forth in Section 2.04(b)(ii) hereof, or Seller and Buyer so agree; or (y) the Basic Subscriber Statement, as adjusted by either (A) the agreement of the Seller and Buyer or (B) the CPA Firm.

(iv) Final Basic Subscriber Statement. On the fifth (5th) business day following the determination of the Final Basic Subscriber Statement pursuant to Section 2.04(b)(iii) hereof, if there is no Final Subscriber Adjustment then any party that received a Subscriber Adjustment shall immediately repay that amount to the other party. If the Final Subscriber Adjustment is a positive amount (i.e. the number of actual Basic Subscribers exceeds 4,079), then Buyer shall pay such amount to Seller after deduction of any amount paid by Buyer to Seller in respect of the Subscriber Adjustment or increase for any amount paid by Seller to Buyer in respect of the Subscriber Adjustment. If the Final Subscriber Adjustment is a negative number (i.e. the number of actual Basic Subscribers is below 3,679), then Seller shall pay such amount to Buyer after deduction of any amount paid by Seller to Buyer in respect of the Subscriber Adjustment or increase for any amount paid by Buyer to Seller in respect of the Subscriber Adjustment.

(v) Payment. Any amount payable pursuant to Section 2.04(b)(iv) hereof shall be paid by wire transfer of immediately available funds to a bank account designated by Buyer or Seller, as the case may be.

2.05 Earnest Money Deposit. Concurrently herewith, Buyer has deposited with The Chase Manhattan Bank as escrow agent ("Earnest Money Escrow Agent"), an irrevocable letter of credit in the amount of Five Hundred Thousand Dollars ($500,000), in substantially the form attached hereto as Exhibit H, for the Earnest Money Escrow ("Earnest Money Escrow") to be held pursuant to an escrow agreement (the "Earnest Money Escrow Agreement") substantially in the form of Exhibit C hereto. Such letter of credit shall be held and administered under the Earnest Money Escrow as provided in the Earnest Money Escrow Agreement. The Earnest Money Escrow shall be distributed as provided in the Earnest Money Escrow Agreement and Article 12 hereof.

2.06 Sales and Transfer Taxes. All sales and use taxes and transfer taxes, if any, arising from the transfer of the Acquired Assets shall be shared equally between Buyer and Seller.

2.07 Indemnity Escrow. At the Closing, Seller shall deposit, an irrevocable letter of credit, dated the Closing Date, in substantially the form attached hereto as Exhibit I in an amount equal to Five Hundred Thousand Dollars ($500,000) ("Indemnity Escrow") with The Chase Manhattan Bank, as Escrow Agent (the "Indemnity Escrow Agent"), pursuant to the Indemnity Escrow Agreement in the form annexed hereto as Exhibit F, to secure Buyer's rights with respect to claims to indemnification under Section 10.02. On the 366th day following the Closing Date, or, if such date is not a business day in New York, New York, the following business day, any amounts (including amounts under a letter of credit) then in the custody of the Indemnity Escrow Agent under the Indemnity Escrow Agreement less the amount of any claims made by Buyer prior thereto and not resolved in accordance with the terms thereof, shall be released to Seller pursuant to its written instructions and in conformity with the Indemnity Escrow Agreement.

2.08 Determination and Allocation of Purchase Price. For federal income and other applicable tax purposes, the allocation of the Purchase Price shall be determined within ninety (90) days after Closing Date by an appraisal to be obtained after the Closing Date. The appraiser performing the appraisal shall be expert in the appraisal of cable television systems and shall be mutually selected and engaged by Seller and Buyer. The parties shall cause the appraiser to consult with Buyer and Seller during the preparation of such appraisal, and the appraiser shall deliver drafts and the final appraisal to Buyer and Seller simultaneously. Buyer and Seller agree to be bound by such allocation and to file all returns and reports in respect of the transactions contemplated herein on the basis of such allocation. The cost of the appraisal shall be borne equally by Buyer, on one hand, and Seller, on the other hand. Seller and Buyer agree to prepare and file an IRS Form 8594 in a timely fashion in accordance with the rules under Section 1060 of the Code. To the extent that the Purchase Price is adjusted after the Closing Date, the parties agree to revise and amend IRS Form 8594 in the same manner and according to the same procedure. The determination and allocation of the Purchase Price derived pursuant to this Section shall be binding on Seller and Buyer for all tax reporting purposes.

3. Representations and Warranties of Seller.

To induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

3.01 Organization and Authority of Seller. Seller is a corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and Seller is duly qualified and licensed to do business and is in good standing under the laws of the states in which it does business except where such failures to be so qualified, licensed or in good standing in a jurisdiction, individually or in the aggregate, do not have, has not had and would not reasonably be expected to have, a Material Adverse Effect or do not or would not materially adversely affect Seller's ability to perform its obligations hereunder. Seller has all requisite corporate power and authority to own, lease and use the Acquired Assets as they are currently owned, leased or used and to conduct the CATV Business as it is currently conducted.

3.02 Legal Capacity; Approvals and Consents.

(a) Authority and Binding Effect. Subject to Section 9.02 hereof and the receipt of Consents set forth on Schedule 3.02, Seller has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller and is the valid and binding obligation of Seller enforceable in accordance with its terms, except as such enforceability may be affected by the laws of bankruptcy, insolvency, reorganization and creditors' rights generally and by the availability of equitable remedies.

(b) No Breach or Violation. Subject only to obtaining the Consents set forth on Schedule 3.02, the execution, delivery and performance of this Agreement do not, and will not, contravene the organizational documents of Seller (the "Organizational Documents"), and do not, and will not: (i) conflict with or result in a

breach or violation by Seller of, or (ii) constitute a default (without regard to any requirement of notice, passage of time or elections by any Person) by Seller under, or (iii) permit or result in the termination, suspension, modification or impairment of, or adversely affect Seller's ability to perform its obligations under, any CATV Instrument, Law, Judgment, or Contract to which Seller is a party or by which Seller, the CATV Business or any of the Acquired Assets is subject or bound or may be affected, or (iv) create or impose, or result in the creation or imposition of, any Encumbrance (other than Permitted Encumbrances) upon any of the Acquired Assets, in each case under clause (i) through (iv) above, except such conflicts, breaches, violations, defaults, terminations, suspensions, modifications or impairments which, individually or in the aggregate, has not had, do not have or would not reasonably be expected to have, a Material Adverse Effect or does not or would not materially adversely affect Seller's ability to perform its obligations hereunder.

(c) Required Consents. Except for the parties listed in Schedules 3.02 and 4.05, there are no parties whose Consent, or with whom the filing of any certificate, notice, application, report or other document, is legally or contractually required or otherwise is necessary in connection with the execution, delivery or performance of this Agreement by Seller, except where failure to obtain such Consent or approval or failure to make such filing, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect or does not or would not materially adversely affect Seller's ability to perform its obligations hereunder.

3.03 Financial Statements. Seller has delivered to Buyer true and complete copies of the trial balance of the CATV Business as of December 31, 1997 (the "Trial Balance") and December 31, 1996. The Trial Balance and the trial balance of the CATV Business as of December 31, 1996 were prepared in accordance with GAAP to the extent applicable thereto.

3.04 Changes in Operation. Since the date of the Trial Balance, there has not been any event or circumstance which,

individually or in the aggregate, has had, does have or would reasonably be expected to have, a Material Adverse Effect.

3.05 Tax Returns. Seller has, and will have as of the Closing Date, duly filed all federal, state, local and foreign income, information, franchise, sales, use, property, excise and payroll and other tax returns or reports (herein "Tax Returns") required to be filed by Seller on or prior to the date hereof or which are required to be filed on or prior to the Closing Date, and all such Tax Returns were prepared in good faith and are accurate and complete in all material respects. All taxes, fees and assessments that are shown on such Tax Returns as due or payable by Seller on or before the date hereof or the Closing Date, as the case may be, and that might result in an Encumbrance upon any of the Acquired Assets have been or will be duly paid. Except as set forth in Schedule 3.05, Seller has not received any notice or assessment to the effect that there is any unpaid tax, interest, penalty or addition to tax due or claimed to be due from Seller in respect of such Tax Returns; Seller has not received any notice of the assertion or threatened assertion of any Encumbrances with respect to any Acquired Assets on account of any unpaid taxes; and no audits of such Tax Returns by any Governmental Authority are pending or, so far as Seller knows, threatened. Except as set forth in Schedule 3.05, Seller has no outstanding requests for extension of time within which to pay taxes; there has been no waiver or extension by Seller of any applicable statute of limitations for the collection or assessment of taxes; and Seller has withheld and paid in a timely manner all payments for withholding taxes, unemployment insurance and other amounts required to be withheld and paid.

3.06 Acquired Assets.

(a) Title; Encumbrances. Seller has (i) good title to all of its Equipment, Inventory and other personal property and good and marketable title to all of its Real Property owned in fee, and (ii) the right and authority (subject to the receipt of the Consents specified herein) to transfer to Buyer all of Seller's right, title and interest in and to the other property or rights included in the Acquired Assets, in each instance in (i) and (ii) above free and clear of any Encumbrances except Permitted

Encumbrances, except for any instance in which the failure to have such title, right or authority, individually or in the aggregate with such other instances, has not had, does not have, and would not reasonably be expected to have, a Material Adverse Effect.

(b) Real Property. Schedule 3.06(b) sets forth a list, complete and correct in all material respects, of all Real Property owned, leased, occupied or used by Seller in connection with the operation of the CATV Business as presently conducted. The Real Property comprises all real property interests necessary to conduct the CATV Business as currently conducted. Except for any instances where the failure to be true of the below items (i) through (ix), individually or in the aggregate, has not had, does not have, or would not reasonably be expected to have, a Material Adverse Effect: (i) except for routine repairs, all of the improvements, leasehold improvements and the premises of the Real Property are in good condition and repair and suitable for the purposes used, (ii) each parcel of Real Property (w) has access to and over public streets, or private streets for which Seller has a valid right of ingress and egress, (x) conforms in its current use to all zoning requirements without reliance on a variance or a classification of the parcel in question as a nonconforming use, (y) conforms in its use to all restrictive covenants, if any, or other Encumbrances affecting all or part of such parcel, and (z) has access (directly or by easement, right of way, or similar right included in the Acquired Assets) to all utilities and services to the extent necessary for the operation of the current operations of the CATV System with respect to such parcel, (iii) Seller has all easements, and all leases, fee interests, access agreements, and other rights required by Law for the use of all Real Property used in the CATV Business, including all Real Property over, under, or on which the CATV Business is conducted, (iv) there are not pending or, to the best of Seller's knowledge, threatened, any condemnation actions, increases in tax assessments or adverse zoning changes, with respect to, in each case, such Real Property or any part thereof, (v) Seller has received no written notice

of the desire of any public authority or other entity to take or use any Real Property or any part thereof, (vi) all leases and subleases pursuant to which any of the Real Property is occupied or used are set forth on Schedule 3.06(b) and are valid and binding and in full force and effect, (vii) Seller has not and, to the best of Seller's knowledge after reasonable inquiry, no other party to any Contract, lease or sublease relating to any Real Property has given or received notice of breach or termination except any which may have been waived or withdrawn, (viii) all easements, rights-of-way and other similar rights which are necessary for Seller's current use of any Real Property are valid and in full force and effect, and (ix) Seller has not received any notice with respect to the termination or breach of any such easements, rights-of-way or other similar rights except any which may have been waived or withdrawn or which are no longer relevant.

(c) Acquired Assets. The Acquired Assets include all assets owned, used or held for use by Seller and that are necessary to conduct the CATV Business as it is presently being conducted except where the failure to own, use or hold such assets, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect.

(d) Environmental Matters. Except as disclosed in Schedule 3.06(d): (i) the Acquired Assets and the operation of the CATV Business comply in all material respects with applicable Environmental Laws; (ii) Seller has not received any written notice from any Governmental Authority alleging that, and Seller has no knowledge, after reasonable inquiry, that, the Acquired Assets and the operation of the CATV Business are in violation in any material respect of any applicable Environmental Law; (iii) the Acquired Assets and the operation of the CATV Business are not the subject of any written notice actually received by Seller, or any Judgment arising under any Environmental Law; and (iv) during the period of Seller's ownership and, to Seller's knowledge, prior to the period of Seller's ownership, the Acquired Assets have not been used for the generation, storage, discharge

or disposal of any Hazardous Substances except as permitted by applicable Environmental Laws.

3.07 The CATV Business. With respect to the CATV Business, Seller makes the following warranties and representations:

(a) Since the date of the Trial Balance, (i) the CATV Business has been operated only in the ordinary course; (ii) there has been no sale, assignment or transfer of any assets or properties related to the CATV Business other than on an arms' length basis in the ordinary course of business; (iii) there has been no amendment or termination of any Contract or CATV Instrument; (iv) there has been no waiver or release of any right or claim of Seller against any third party; (v) there has been no agreement by Seller to take any of the actions described in the preceding clauses (i) through (iv), except as contemplated by this Agreement and except for any instances that, individually or in the aggregate, have not had, do not have or would not reasonably be expected to have, a Material Adverse Effect.

(b) As of December 31, 1997, the CATV Business included approximately Three Thousand Eight Hundred Seventy-Nine (3,879) Basic Subscribers.

(c) Except for such instances where the failure to be true of the below items (i) through (iv), individually or in the aggregate, have not had, does not have, or would not reasonably be expected to have, a Material Adverse Effect and except as set forth in Schedule 3.07(c): (i) Seller holds all of the franchises, licenses, permits and other CATV Instruments reasonably necessary to enable it to operate the CATV Business as presently conducted, (ii) Seller is in compliance with the terms and conditions of all such CATV Instruments and Contracts, (iii) Seller has not given or received any notice of any claimed or purported default in, or termination of, any Contracts or CATV Instruments and there are no proceedings pending, or, to the knowledge of Seller, threatened, to cancel, modify or change any such Contracts or CATV Instruments, and (iv) exclusive of any

change in a CATV License subsequent to the date hereof that Buyer has otherwise requested or agreed to, none of the CATV Licenses contain any commitments requiring rebuilds, upgrades, increase in franchise fees payable or local origination commitments.

(d) Except in each case where the failure to be true of any of the below items, individually or in the aggregate, has not had, does not have, or would not reasonably be expected to have, a Material Adverse Effect, the CATV Business is conducted by Seller in compliance with all applicable Laws and CATV Instruments, including without limitation, the Communications Act of 1934, as amended (the "Communications Act"), and the rules and regulations of the FCC, and, without limiting the generality of the foregoing, except as set forth in Schedule 3.07(d) hereto:

(i) Each of the system areas has been registered with the FCC;

(ii) All of the semi-annual performance tests on the CATV System required under the rules and regulations of the FCC have been performed and the results of such tests demonstrate satisfactory compliance with the applicable technical requirements being tested in all material respects;

(ii) The CATV System is being operated in compliance with the provisions of 47 C.F.R. Sections 76.610 through 76.619 (mid-band and super-band signal carriage), including the filing of all required notifications and the receipt of all necessary authorizations and compliance with the cumulative signal leakage index;

(iv) A valid request for renewal has been duly and timely filed under Section 626 of the Communications Act with the proper Governmental Authority with respect to all franchises to operate the CATV System that have expired or will expire within 36 months after the date of this Agreement;

(v) Seller has all of the CATV Licenses necessary to operate the CATV System as the CATV Business is currently conducted, all of which licenses are listed in Schedule 1.01(a), and Seller operates the CATV Business in conformance with the terms and conditions of such licenses;

(vi) Seller has made all annual filings required to be made with the FCC;

(vii) The carriage of all televison station signals is in compliance with the must-carry and retransmission consent provisions of the Communications Act, as applicable;

(viii) The employment units covered by the CATV System and operated by Seller have been certified by the FCC for compliance with equal opportunity requirements in each of calendar years 1993 through 1997; and

(ix) All necessary FAA approvals have been obtained with respect to the height and location of towers used in connection with the operation of the CATV Business, and such towers are being operated in compliance in all material respects with applicable FCC and FAA rules, including antenna structure registrations with the FCC.

(e) Except in each case where the failure to be true of the items (i) through (iv) below, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect: (i) Seller is in compliance with Title 17 of the United States Code, as amended, and the rules and regulations promulgated thereunder (the "Copyright Act") and the rules and regulations of the United States Copyright Office with respect to the operation of the CATV Business, (ii) without limiting the generality of the foregoing, for each relevant semi-annual reporting period, Seller has timely filed with the United States Copyright Office all required statements of account in true and correct form, and has paid when due all required copyright royalty fee payments in correct amount,

relating to the CATV Business's carriage of television broadcast signals, and Seller is otherwise in compliance with all applicable rules and regulations of the Copyright Office, (iii) Seller does not possess any patent, patent right, trademark, or copyright and is not party to any license or royalty agreement with respect to any patent, trademark or copyright, except for licenses respecting program material and obligations under the Copyright Act applicable to cable television systems generally, and (iv) the CATV Business is free of any rightful claim of any third party by way of copyright infringement or the like (except for claims involving music performance rights).

3.08 Labor Contracts and Actions.

(a) Seller is not a party to any Contract with any labor organization, nor has Seller agreed to recognize any union or other collective bargaining unit, nor has any union or other collective bargaining unit been certified as representing any of the employees of Seller with respect to the operation of the CATV Business;

(b) Except for such instances where the failure to be true of items (i) through (iii) below, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect: (i) Seller has complied with all Laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining and the payment of social security and other taxes, (ii) Seller is not subject to any liability for any arrearages of wages or any taxes or penalties for failure to comply with any of the foregoing, and (iii) Seller has delivered to Buyer a list of the names, job title, and present annual rates of compensation, including the date of hire of Employees and whether such Employee is full-time or part-time, of all personnel whose work is performed wholly or substantially for the CATV Business, and any employment agreements, commitments, arrangements or understandings, written or oral, affecting such personnel; and

(c) Seller is not currently experiencing any strikes, work stoppages, significant grievance proceedings or claims of unfair labor practices.

3.09 Employee Benefit Plans.

(a) All "employee benefit plans" within the meaning of Section 3(3) of ERISA covering Employees, other than "multiemployer plans" within the meaning of Section 3(37) of ERISA, and other benefit plans, contracts or arrangements covering Employees (collectively, the "Benefit Plans") are listed on Schedule 3.09. True and complete copies of all Benefit Plans and all amendments thereto have been provided or made available to Buyer. Schedule 3.09 also lists all multiemployer plans covering Employees.

(b) All Benefit Plans, to the extent subject to ERISA, are in compliance with ERISA except where the failure to be in compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or subject Buyer to any liability with respect thereto after Closing. There is no pending or, to the knowledge of Seller, threatened litigation relating to the Benefit Plans. Seller has not engaged in a transaction with respect to any Benefit Plan that, assuming the taxable period of such transaction expired as of the date hereof or as of the Closing Date (as the case may be), would reasonably be expected to subject Seller to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA.

(c) No liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by Seller with respect to any ongoing, frozen or terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by it, or the single-employer plan of any entity which is considered one employer with Seller under Section 4001 of ERISA or Section 414 of the Code (an "ERISA Affiliate"). Seller has not incurred and does not expect to incur any material withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA and in no event shall Buyer have any withdrawal liability

or obligation with respect to any multi-employer plan in which Seller participates. No notice of a "reportable event", within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any Benefit Plan subject to Title IV of ERISA or by any ERISA Affiliate within the 12-month period ending on the date hereof.

(d) Neither any Benefit Plan nor any single-employer plan of an ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver. Seller has not provided, nor is it required to provide, security to any Benefit Plan or to any single-employer plan of an ERISA Affiliate pursuant to Section 401(a)(29) of the Code.

3.10 Contracts and CATV Instruments.

(a) Except for such instances where the failure to be true of items (i) through (v) below, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect: (i) except as set forth in Schedule 3.10(a), there are no defaults by Seller under the Contracts or CATV Instruments (nor has Seller received written notice of a threatened default or notice of default), and to the best of Seller's knowledge, after reasonable inquiry, there is no default by any other party to a Contract or a CATV Instrument, (ii) each Contract and CATV Instrument, including those that are entered into after the date hereof, is or will be in full force and effect, binding and enforceable in accordance with its terms, and is or will be valid under and in compliance in all respects with all applicable Laws, (iii) Seller is the authorized legal holder of the CATV Licences applicable to its CATV Business, (iv) neither Seller nor, to the best of Seller's knowledge after reasonable inquiry, any other party to any Contract or CATV Instrument is in default thereunder or has given or received notice of termination, cancellation, dispute or default or, to the best of Seller's knowledge after reasonable inquiry, has

taken any action inconsistent with the continuance of any Contract or CATV Instrument, and (v) except for the Consents, no approval, application, filing, registration, consent or other action of any Governmental Authority is required to enable Seller to take advantage of the rights and privileges intended to be conferred by any Contract or CATV Instrument.

(b) Schedule 3.10(b) contains a complete list of all Material Contracts and Material CATV Instruments that Buyer is assuming or acquiring, as the case may be. True, correct and complete copies of each Contract and CATV Instrument that Buyer is assuming or acquiring, as the case may be, have been delivered to Buyer and with respect to those executed after the date hereof, copies will be delivered to Buyer promptly following such execution and in any event prior to the Closing Date.

3.11 Legal and Governmental Proceedings and Judgments. Except for such instances where the failure to be true of items (a) and (b) below, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect: (a) except as may affect the cable television industry generally in the United States, or as set forth in Schedule 3.11, there is no legal action or proceeding pending or, to the knowledge of Seller, threatened against Seller, the CATV Business or the Acquired Assets, nor is there any Judgment outstanding against Seller or to or by which Seller, any of the Acquired Assets or the CATV Business is subject or bound, which (i) results or is reasonably likely to result in any modification, termination, suspension, impairment or reformation of any Contract or CATV Instrument or any right or privilege thereunder, or (ii) adversely affects the ability of Seller to consummate any of the transactions contemplated hereby, and (b) Seller is not in default or violation, and no event or condition exists which, with notice or lapse of time or both, could become or result in a default or violation, of any Judgment.

3.12 Finders and Brokers. Seller has employed Daniels & Associates as its broker in the sale provided herein and will pay and discharge the claim thereof for commission or expense reimbursement in connection therewith. Seller has not entered into any other contract, arrangement or understanding

with any Person or firm, nor are they aware of any claim or basis for any claim based upon any act or omission of Seller or any of its affiliates, which may result in the obligation of Buyer to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

3.13 Miscellaneous Assets. Schedule 3.13 contains a list, true and complete in all material respects, of converters owned and motor vehicles owned or leased by Seller. Except as set forth in Schedule 3.13, the Equipment and Inventory are and will be at Closing in good operating condition and repair and fit for the purpose for which they are being used except where the failure to be in good operating condition or repair or fit for such purpose, individually or in the aggregate with such other failures, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect.

3.14 Characteristics of the CATV Systems.

(a) To the best of Seller's knowledge, after reasonable inquiry, Schedule 3.14(a) sets forth accurately and completely in all material respects the following information as of December 31, 1997 (unless otherwise noted in such Schedule):

(i) a listing of each head-end and microwave site and the related channel capacity for the CATV System;

(ii) a listing of the services provided by the CATV System (designating the respective tiers of service) and the rates charged for each level of service offered. Schedule 3.14(a) also lists the stations and signals carried by the CATV System and the channel position of each such signal and station;

(iii) a listing of the retransmission agreements and must-carry requests required and currently used in the operation of the CATV Business; and

(iv) a listing of all Seller's FCC licenses.

(b) Schedule 3.14(b) sets forth accurately and completely in all material respects with respect to the CATV System the following information as of December 31, 1997 (unless otherwise noted in such Schedule):

(i) the approximate number of homes passed; and

(ii) the approximate number of plant miles (aerial and underground).

(c) Schedule 1.01(a) sets forth accurately and completely in all material respects the cable televison franchises of the CATV System and their respective expiration dates and community unit identification numbers.

3.15 Insurance. Schedule 3.15 is a list, accurate and complete in all material respects, of insurance policies and bonds in full force and effect with respect to Seller as of December 31, 1997, and Seller has not received any notice of non-renewal or cancellation of such insurance policies or bonds. Except as Seller may determine, in the exercise of its business judgment, Seller will maintain such insurance policies and bonds in full force and effect up to and including the Closing Date.

3.16 Accounts Receivable. The Accounts Receivable on the Closing Date have not been assigned to or for the benefit of any other Person. The Accounts Receivable (to the extent not collected prior to the Closing), other than the Overdue Receivables, arose and will arise from bona fide transactions in the ordinary course of business.

3.17 Overbuilds. Except as set forth in Schedule 3.17, to the best of Seller's knowledge after reasonable inquiry, no construction programs have been commenced by any municipality or other cable television provider or operator in any area served by the CATV System.

3.18 Intangible Property. Except as set forth on Schedule 3.18 and except for such instances where the failure

to be true of items (a) and (b) below, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect, (a) Seller owns or possesses licenses or other rights to use all Intangible Property reasonably necessary to the operation of the CATV Business as presently conducted without any conflict with, or infringement of, the rights of others, and (b) there is no claim pending or, to the best of Seller's knowledge, threatened with respect to any such Intangible Property.

3.19 Retransmission Agreements. Buyer will not have any obligations under the retransmission agreements applicable to the CATV System to make any payments or carry additional programming.

3.20 Representation of Cablevision. Cablevision represents and warrants that Seller is an indirect wholly-owned subsidiary of Cablevision.

4. Representations and Warranties of Buyer.

To induce Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows:

4.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with all requisite power and authority to conduct its business and operations as presently conducted.

4.02 Legal Capacity; Approvals and Consents.

(a) Authority and Binding Effect. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been duly and validly authorized by all requisite limited liability company action on the part of Buyer. Subject to Section 9.02 hereof and the receipt of Consents set forth on Schedule 4.05, Buyer has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and is the valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be

affected by laws of bankruptcy, insolvency, reorganization and creditors' rights generally and by the availability of equitable remedies.

(b) No Breach or Violation. Subject only to obtaining the Consents set forth in Schedule 4.05, the execution, delivery and performance of this Agreement do not, and will not, contravene the articles of organization or the operating agreement of Buyer, and do not and will not: (i) conflict with or result in a breach or violation by Buyer of, or (ii) constitute a default by Buyer under, any Law, Judgment, contract, arrangement or understanding to which Buyer is a party or by which Buyer is subject or bound or may be affected except for any instances under (i) or (ii) which, individually or in the aggregate, have not, do not and would not reasonably be expected to materially adversely affect Buyer's ability to perform its obligations hereunder.

4.03 Legal and Governmental Proceedings and Judgments. Except as may affect the cable television industry generally, there is no legal action, proceeding or investigation pending or, to the knowledge of Buyer, threatened against Buyer, nor is there any Judgment outstanding against Buyer or to or by which Buyer is subject or bound which materially adversely affects the ability of Buyer to consummate any of the transactions contemplated hereby.

4.04 Finders and Brokers. Buyer has not entered into any contract, arrangement or understanding with any Person, and is not aware of any claim or basis for any claim based upon any act or omission of Buyer or any of its affiliates, which may result in the obligation of Seller to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

4.05 Buyer Consents. Except for the parties listed in Schedules 3.02 and 4.05, there are no parties whose approval or Consent, or with whom the filing of any certificate notice, application, report or other document, is legally or contractually required or otherwise is necessary in connection with the execution, delivery or performance of this Agreement

by Buyer, except where failure to obtain such Consent or approval or failure to make such filing has not had, does not have and would not reasonably be expected to have a Material Adverse Effect on Buyer's ability to perform its obligations hereunder.

4.06 Acquisition of Rights. As of the date hereof, Buyer has no actual knowledge of any reason relating to Buyer that any Governmental Authority or other party whose consent is required or contemplated hereunder, would refuse to consent to the transfer of CATV Instruments or any rights to Buyer hereunder or would condition granting of any such consent on the performance by Seller or Buyer of any material obligation not expressly set forth herein.

4.07 Representation of Mediacom. Mediacom represents and warrants that Buyer is a direct wholly-owned subsidiary of Mediacom.

5. Covenants.

5.01 Business of Seller. From the date hereof to the Closing Date, and except as otherwise consented to or approved by Buyer in writing (which consent shall not be unreasonably withheld), Seller covenants and agrees as follows:

(a) Business in Ordinary Course. Except as otherwise provided herein, Seller shall conduct the CATV Business in the ordinary course, consistent with past practices. Seller shall use reasonable commercial efforts to preserve the CATV Business intact, to retain the services of its Employees (including, in the sole discretion of Seller, the payment of bonuses or other incentives to retain such Employees) and agents, and to preserve its business relationships with, and the goodwill of, its customers, suppliers and others. Seller shall pay before delinquent all taxes and other charges upon or against Seller or any of its properties or income, file when due all tax returns and other reports required by Governmental Authorities and pay when due all liabilities except those which it chooses to contest in good faith and by appropriate proceedings.

(b) Books and Records. Seller shall maintain its books, accounts and records in the usual, regular and ordinary manner.

(c) Litigation During Interim Period. Seller will advise Buyer in writing promptly of the assertion, commencement or threat of any material claim, litigation, labor dispute, proceeding or investigation in which Seller is a party or the Acquired Assets or CATV Business may be affected.

(d) Material Contracts and Material CATV Instruments. Seller shall deliver to Buyer copies of all Material Contracts and Material CATV Instruments that are entered into after the date hereof and prior to the Closing.

(e) Maintenance of Acquired Assets. Seller shall maintain the Acquired Assets, including the plant and Equipment and Inventory related thereto, in good operating condition, except where the failure to so maintain would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Disconnection. Seller shall continue in all material respects its policies for disconnection and discontinuance of service to Basic Subscribers whose accounts are delinquent in accordance with those policies in effect on the date of this Agreement.

(g) Disposal of Acquired Assets. Seller shall not sell, transfer or assign any Acquired Assets other than in the ordinary course of business consistent with past practices.

(h) New Contracts. Seller, without consent of Buyer, shall not enter into any contract or commitment not on an arm's-length basis for the acquisition of goods or services relating to the CATV System or the CATV Business, exclusive of contracts or commitments with respect to capital expenditures, the performance of which will not be completed by the Closing Date and which involve an annual expenditure in excess of $25,000;

provided, however, that if such contract or commitment is being entered into in the ordinary course of the CATV Business, then Buyer shall not unreasonably withhold consent.

(i) Increased Compensation. Subject to Section 5.01(a), Seller shall not increase in any material respect the compensation or benefits available to Employees of Seller who work in the CATV Business except as required pursuant to existing written agreements or except in the ordinary course of business consistent with past practice.

(j) Accounts Receivable Write-Offs. Seller shall report and write off accounts receivable in accordance with past practices.

(k) Amendments. Seller shall not permit the amendment or cancellation of any Contract or CATV Instrument (other than those constituting Excluded Assets) which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Inventories. Seller shall maintain Inventories at normal levels consistent with past practice.

(m) Marketing Programs. Seller agrees not to implement any new marketing program, policy or practice, or implement any rate change, retiering or repackaging (i) outside the ordinary course of business consistent with past practices or (ii) designed to temporarily increase the number of Basic Subscribers.

5.02 Access to Information.

(a) Access by Buyer. Between the date of this Agreement and the Closing, Buyer shall have reasonable access upon reasonable notice during normal business hours to (i) all of the properties, books, reports, records, CATV Instruments and Contracts of Seller, and Seller shall furnish Buyer with all information it may reasonably request, (ii) executive officers of Cablevision in connection with matters relating to or arising out of this Agreement and (iii) the general

manager of the CATV System, provided that reasonable advance notice is given to an executive officer of Cablevision. All information obtained by Buyer pursuant to this Agreement and in connection with the negotiation hereof shall be used by Buyer solely for purposes related to this Agreement and the acquisition of the Acquired Assets and, in the case of non-public information, shall, except as may be required for the performance of this Agreement or by Law, or as may be required to secure any financing needed to consummate the transactions contemplated hereby be kept in strict confidence by Buyer.

(b) Access by Seller. Subsequent to the Closing, Buyer shall preserve and give to Seller reasonable access upon reasonable notice during normal business hours to all of the books, reports, records, CATV Instruments and Contracts from files and records transferred to Buyer at the time of Closing, for the purposes of the preparation of tax returns, the defense of any claims asserted or which may be asserted with respect to which Seller is the Indemnitor as contemplated by this Agreement, or other proper purposes.

5.03 Notification of Certain Matters. Each party will promptly notify the other party of any fact, event, circumstance or action the existence or occurrence of which would cause any of such party's representations or warranties under this Agreement not to be true and correct in any material respect.

5.04 Forms 394. If required, promptly after the date of this Agreement, Seller and Buyer shall, at their own expense, prepare and file properly prepared Applications for Franchise Authority Consent to Assignment or Transfer of Control or Cable Television Franchise FCC 394 with the local Government Authorities that have issued franchises to Seller, and shall file all additional information required by such franchises or applicable local Laws or that the Governmental Authorities deem necessary or appropriate in connection with their consideration of the request of Seller or Buyer that such authority approve of the transfer of the franchises included in the CATV System to Buyer.

5.05 Monthly Financial Statements. Between the date of execution and delivery of this Agreement and the Closing Date, Seller shall deliver to Buyer within thirty-five (35) days after the end of each calendar month, unaudited financial information in the form customarily prepared by Seller with respect to the CATV Business and other reports with respect to the CATV Business (including, without limitation, capital expenditures to the CATV Business, reports setting forth the revenue and cash flow of the CATV Business for each month and year-to-date, subscriber information for basic subscribers and premium service units, disconnect requests, and such other information as Buyer may reasonably request which is in the form customarily prepared by Seller, beginning as soon as practicable after the date of this Agreement). Such financial information and monthly operating statements shall present fairly and accurately in all material respects the financial condition and results of operations of Seller and the CATV Business for the period then ended and as of such dates and be prepared in accordance with GAAP consistently applied through the periods specified subject to normal recurring adjustments.

5.06 Covenant Not to Compete. The term "Covenantors" as used in this Section 5.06 shall be defined to mean Seller and Cablevision.

(a) Each Covenantor covenants and agrees that for a period of three years after Closing (or such period as allowed by law if less than three years), no Covenantor nor any corporation, firm or other entity controlled by such Covenantor (alone or in combination with any other Covenantor) will acquire, manage, operate or control, any cable television system, multichannel multipoint distribution system ("MMDS"), satellite master antenna system ("SMATV") or local multipoint distribution system ("LMDS") within the System Area. Notwithstanding anything contained herein, the ownership of securities of any company which is "publicly held" and which do not constitute more than five percent (5%) of the voting rights or equity interests of such entity shall not constitute a violation of this covenant.

(b) Each Covenantor agrees that in the event that any Covenantor commits a breach or threatens to commit a

breach of any of the provisions of this Section 5.06 as a result of actions by such Covenantor or any corporation, firm or other entity controlled by such Covenantor, Buyer shall have the right and remedy to have the provisions of this Section 5.06 specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any such breach could cause immediate irreparable injury to Buyer and that money damages would not provide an adequate remedy at law for any such breach or threatened breach. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies including damages available to Buyer at law or in equity.

(c) If any of the provisions of, or covenants contained in, this Section 5.06 are hereafter construed to be wholly or to any extent invalid or unenforceable in any jurisdiction, the same shall be deemed automatically modified to the minimum extent necessary to make such provision or covenant enforceable, and the same shall not affect the remainder of the provisions to the extent not invalid or unenforceable in such jurisdiction or the enforceability thereof without limitation in any other jurisdiction.

5.07 No Solicitation. Between the date of this Agreement and the Closing Date, Seller shall not, and shall cause its partners, officers, directors, employees, agents and representatives not to, initiate, solicit or encourage, directly or indirectly, any inquiries or the making of any proposal with respect to the CATV Business, engage in any negotiations concerning, or provide to any other Person any information or data relating to the CATV Business, the CATV System, the Acquired Assets, or Seller for the purposes of, or have any discussions with any Person relating to, or otherwise cooperate in any way with or assist or participate in, facilitate or encourage, any inquiries or the making of any proposal which constitutes, or may reasonably be expected to lead to, any effort or attempt by any other Person to seek or effect a sale of all or substantially all of Seller, the Acquired Assets, the CATV System or the CATV Business.

6. Deliveries at Closing.

6.01 Deliveries by Seller. At the Closing, Seller will deliver or cause to be delivered to Buyer:

(a) Such deeds (consisting of special warranty deeds unless Seller received a lesser deed in connection with its acquisition of such property, then a quitclaim deed or such other form of deed as Seller determine is appropriate based on advice of its counsel), certificates or title policies, bills of sale, endorsements, and other good and sufficient instruments of conveyance, transfer and assignment as are necessary to vest in Buyer the right, title and interest of Seller in accordance herewith in and to the Acquired Assets in a form reasonably satisfactory to Buyer.

(b) A certificate signed by a principal officer of Seller, dated as of the Closing, representing and certifying to Buyer as to the matters set forth in Sections 7.02, 7.03, 7.04 and 7.05.

(c) A Bill of Sale, General Assignment and Instrument of Assumption of Liabilities in substantially the form of Exhibit B hereto.

(d) An opinion of Seller's Massachusetts Counsel, substantially in the form of Exhibit D-1 hereto, an opinion of Seller's Missouri Counsel, substantially in the form of Exhibit D-2 hereto, and an opinion of CSC Holdings, Inc.'s General Counsel in the form of Exhibit D-3 hereto.

(e) An opinion of Seller's FCC Counsel, substantially in the form of Exhibit G hereto.

(f) Evidence that the waiting period under the HSR Act and Rules, if applicable, has expired.

(g) Evidence in a form and substance reasonably satisfactory to Buyer of receipt of the Buyer Required Consents and approvals listed on Schedule 3.02 as required as conditions to the transactions contemplated hereunder have been obtained.

(h) The Indemnity Escrow Agreement, in substantially the form attached hereto as Exhibit F, executed by Seller.

6.02 Deliveries by Buyer. At the Closing, Buyer will deliver or cause to be delivered to Seller:

(a) The Purchase Price as provided in Section 2.02.

(b) A Bill of Sale, General Assignment and Instrument of Assumption of Liabilities in the form of Exhibit B hereto.

(c) A certificate signed by a member or manager of Buyer dated as of the Closing, representing and certifying to Seller as to matters set forth in Sections 8.02, 8.03, 8.04 and 8.05.

(d) An opinion of Buyer's Counsel, substantially in the form of Exhibit E hereto.

(e) Evidence in a form and substance reasonably satisfactory to Seller that the Seller Required Consents listed on Schedule 4.05 have been obtained.

(f) Evidence that the waiting period under the HSR Act and Rules, if applicable, has expired.

(g) The Indemnity Escrow Agreement, in substantially the form attached hereto as Exhibit F, executed by Buyer.

7. Conditions to the Obligations of Buyer.

The obligations of Buyer to complete the transactions provided for herein are subject to the fulfillment, of all of the following conditions any of which may be waived in writing by Buyer:

7.01 Receipt of Consents. The conditions specified in Section 9.02 shall have been satisfied and the Buyer Required Consents described in Schedules 3.02 and 4.05, shall have been obtained and be in full force and effect. In the event that Buyer waives the obtaining of a Buyer Required Consent, Buyer

agrees that the failure to obtain such Buyer Required Consent shall in no event constitute the breach of any representation or warranty of Seller or a default by Seller hereunder.

7.02 Seller's Authority. All actions under the documents governing Seller that are necessary to authorize (i) the execution and delivery of this Agreement by Seller and the performance by Seller of its obligations under this Agreement and (ii) the consummation of the transactions contemplated hereby, shall have been duly and validly taken by Seller and shall be in full force and effect on the Closing Date.

7.03 Performance by Seller. Seller shall have performed all of its agreements and covenants hereunder (including, without limitation, its covenants in Articles 5, 6 and 9) to the extent such are required to be performed at or prior to the Closing except (and other than with respect to covenants and agreements set forth in Section 6.01) where the failure to perform, individually or in the aggregate, has not had, does not have or would not reasonably be expected to have, a Material Adverse Effect or which does not have a material adverse affect on the ability of Seller to consummate the transactions contemplated hereby.

7.04 Absence of Breach of Warranties and Representations. The representations and warranties of Seller contained in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of such date, except (i) to the extent that such representations and warranties describe a condition on a specified time or date or are affected by the conclusion of the transactions permitted or contemplated hereby or the conduct of the CATV Business in accordance with Article 5 hereof between the date hereof and the Closing Date, or (ii) where the failure of such representations and warranties to be true and correct, individually or in the aggregate, does not have, has not had and would not reasonably be expected to have, a Material Adverse Effect.

7.05 Absence of Proceedings. No Judgment shall have been issued enjoining or preventing the consummation of the transactions contemplated hereby.

7.06 Maximum Negative Subscriber Adjustment. The Basic Subscriber Estimate shall not be less than 3,500 Basic Subscribers; provided, however, that if the Basic Subscriber Estimate is less than 3,500 Basic Subscribers, Buyer may in its sole discretion elect to proceed to a Closing in which case (i) the maximum Subscriber Adjustment at Closing will be a negative $230,731, (ii) Buyer and Seller agree that neither of them shall be entitled to a Final Subscriber Adjustment and that after the Closing Date the provisions of Section 2.04(b) shall be of no force and effect (except for purposes of determining the meaning of certain defined terms under this Agreement) and (iii) this condition shall be deemed waived in writing by Buyer.

8. Conditions to the Obligations of Seller.

The obligations of Seller to complete the transactions provided for herein are subject to the fulfillment of all of the following conditions, any of which may be waived in writing by Seller.

8.01 Receipt of Consents. The conditions specified in Section 9.02 shall have been satisfied and the Seller Required Consents described in Schedules 3.02 and 4.05 shall have been obtained and shall be in full force and effect. In the event that Seller waives the obtaining of a Seller Required Consent, Seller agrees that the failure to obtain such Seller Required Consent shall in no event constitute the breach of any representation or warranty of Buyer or a default by Buyer hereunder.

8.02 Buyer's Authority. All member or manager and other actions necessary to authorize (i) the execution, delivery and performance by Buyer of this Agreement, and (ii) the consummation of the transactions contemplated hereby, shall have been duly and validly taken by Buyer and shall be in full force and effect on the Closing Date.

8.03 Performance by Buyer. Buyer shall have performed in all material respects all covenants (including, without limitation, its covenants and agreements set forth in Article 5, 6, or 9) and agreements to be performed by it hereunder to the extent such are required to be performed at or prior to the Closing except (and other than with respect to covenants

and agreements set forth in Section 6.02) where the failure to perform does not have a Material Adverse Effect on the ability of Buyer and Seller to consummate the transactions contemplated hereby.

8.04 Absence of Breach of Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if then made, except to the extent that such representations and warranties describe a condition on a specified time or date or are affected by the conclusion of the transactions permitted or contemplated hereby or the conduct of the CATV Business in accordance with Article 5 hereof between the date hereof and the Closing Date.

8.05 Absence of Proceedings. No Judgment shall have been issued enjoining or preventing the consummation of the transactions contemplated hereby.

8.06 Maximum Negative Subscriber Adjustment. The Basic Subscriber Estimate shall not be less than 3,500 Basic Subscribers; provided, however, that if the Basic Subscriber Estimate is less than 3,500 Basic Subscribers, Buyer may in its sole discretion elect to proceed to a Closing in which case (i) the maximum Subscriber Adjustment at Closing will be a negative $230,731, (ii) Buyer and Seller agree that after the Closing Date neither of them shall be entitled to a Final Subscriber Adjustment and that the provisions of Section 2.04(b) shall be of no force and effect (except for purposes of determining the meaning of certain defined terms under this Agreement) and (iii) this condition shall be deemed waived in writing by Seller.

9. Covenants.

9.01 Compliance with Conditions. Each of the parties hereto covenants and agrees with the other to exercise reasonable commercial efforts to perform, comply with and otherwise satisfy each and every one of the conditions to be satisfied by such party hereunder and each party shall use reasonable commercial efforts to notify promptly the other if it shall learn that any conditions to performance of either party will not be fulfilled.

9.02 Compliance with HSR Act and Rules.

(a) The performance of the obligations of all parties under this Agreement is subject to the condition that, if the HSR Act and Rules are applicable to the transactions contemplated hereby, the waiting period specified therein, as the same may be extended, shall have expired without action taken to prevent the consummation of the transactions contemplated hereby.

(b) Each of the parties hereto will use its reasonable commercial efforts to comply promptly with any applicable requirements under the HSR Act and Rules relating to filing and furnishing of information to the FTC and the Antitrust Division of the DOJ, the parties' actions to include, without limitation, (i) filing or causing to be filed the HSR Report required to be filed by them, or by any other Person that is part of the same "person" (as defined in the HSR Act and Rules) or any of them, and taking all other action required by the HSR Act or Rules; (ii) coordinating the filing of such HSR Reports (and exchanging drafts thereof) so as to present both HSR Reports to the FTC and the DOJ at the time selected by the mutual agreement of Seller and Buyer, and to avoid substantial errors or inconsistencies between the two in the description of the transaction; and (iii) using their reasonable commercial efforts to comply with any additional request for documents or information made by the FTC or the DOJ or by a court and assisting the other parties to so comply.

(c) Notwithstanding anything herein to the contrary, in the event that the consummation of the transactions contemplated hereby is challenged by the FTC or the DOJ or any agency or instrumentality of the Federal Government by an action to stay or enjoin such consummation, then Buyer and Seller (each, a "Side") shall cooperate with each other, as reasonably
requested, but not beyond the Outside Date, to contest such action until such Side does not reasonably believe that there are reasonable grounds to contest such action, at which time such Side shall have the right to terminate this Agreement unless the other of such Sides, at its sole

cost and expense, elects to contest such action, in which case the noncontesting Side shall cooperate with the contesting Side and assist the contesting Side, as reasonably requested, to contest such action until such time as any party terminates this Agreement under this Section or Article 12. In the event that such a stay or injunction is granted (preliminary or otherwise), then either Buyer or Seller may terminate this Agreement by prompt written notice to the other(s). If any other form of equitable relief affecting any party is granted to the FTC, the DOJ or other such agency or instrumentality, then such party may terminate this Agreement by prompt written notice to the other parties. Upon any termination pursuant to this Section 9.02(c) other than as a result of a breach of this Agreement, no party shall have any further obligation or liability to the other parties under this Agreement. To effectuate the intent of the foregoing provisions of this Section 9.02, the parties agree to exchange requested or required information in making the filings and in complying as above provided, and the parties agree to take all necessary steps to preserve the confidentiality of the information set forth in any filings including, without limitation, limiting disclosure of exchanged information to counsel for the nondisclosing party or parties.

9.03 Applications for Consent to Transfer the Acquired Assets.

(a) Subject to Section 5.04 and Section 9.02, in order to secure requisite Consents to the transfer to Buyer of the Acquired Assets, Buyer with respect to the Consents listed on Schedule 4.05 and Seller with respect to the Consents listed in Schedule 3.02 shall proceed as promptly as practicable and in good faith and using reasonable commercial efforts, to prepare, file and prosecute such application or applications as may be necessary to obtain each such consent or approval. Buyer and Seller shall use reasonable commercial efforts to promptly assist each other and shall take such prompt and affirmative actions as may be reasonably necessary in obtaining such Consents required to be obtained hereunder and shall cooperate with each other in the preparation, filing and prosecution of such applications as may be

reasonably necessary, and agree to furnish all information required by the approving entity, and to be represented at such meetings or hearings as may be scheduled to consider such applications. Buyer agrees to negotiate in good faith with any applicable Governmental Authority with respect to any reasonable request made by such Governmental Authority in connection with obtaining any Consents, renewals or extensions. Without limiting in any respect the foregoing, each party agrees to file applications acceptable to all parties with all appropriate Governmental Authorities for all consents or approvals required to consummate the transactions hereunder within forty-five (45) days after the date of this Agreement.

(b) Buyer agrees that, except as provided in the following sentence, it will not, without the prior written consent of Seller, take any action to amend or that would amend or modify any application filed as provided in this Section 9.03 after the date that such application is accepted as complete. Buyer and Seller agree that Buyer may amend or modify one time any such application or applications previously filed without the consent of Seller so long as such amendments or modifications are required by applicable Law; provided, that if, as a result of such amendments or
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modifications, the conditions precedent to Closing cannot be satisfied by the Outside Date, then Buyer and Seller agree that the Outside Date shall automatically be extended to the first date on which the approval period with respect to such amendments or modifications shall have expired, but in no event beyond twelve months from the date of this Agreement. In the event that Buyer breaches the provisions of this Section 9.03(b) and as a direct result thereof the conditions precedent to Closing cannot be satisfied by the Outside Date, as extended, then Seller may (if it so elects) (i) extend the Outside Date in Section 12.01 to a date that will give effect to any resulting delay; or (ii) terminate this Agreement under Section 12.02 hereof.

9.04 Records, Taxes and Related Matters. Seller and Buyer shall each make
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their respective books and records (including work papers in the possession of their respective

accountants) available for inspection by the other party, or by its duly authorized representatives, for reasonable business purposes at all reasonable times during normal business hours, on reasonable notice, for a seven (7) year period after the Closing Date with respect to all transactions of the CATV Business occurring prior to or relating to the Closing, and the historical financial condition, assets, liabilities, results of operation and cash flows of the CATV Business for any period prior to the Closing. In the case of records owned by Seller, such records shall be made available at Seller's executive office, and in the case of records owned by Buyer, such records shall be made available at the office at which such records are maintained. As used in this Section 9.04, the right of inspection includes the right to make copies for reasonable business purposes. In all cases where Buyer, pursuant to the terms hereof, has assumed Seller's liability for the payment of taxes (including, without limitation, deposits), Buyer shall (unless and to the extent otherwise requested by Seller) prepare and file all returns, reports, information statements, forms or other documents required to be filed with respect to such taxes, all in a timely and proper fashion and as may be reasonably necessary or appropriate to assure that Seller shall be in material compliance with law, and Buyer shall pay or cause to be paid all such taxes when due.

9.05 Non-Assignment. Notwithstanding any provision to the contrary
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contained herein (but not in limitation of Seller's obligations under Section 9.03 or the conditions set forth in Section 7.01), Seller shall not be obligated to assign to Buyer any Contract or CATV Instrument which provides that it may not be assigned without the consent of the other party thereto and for which such consent is not obtained, but in any such event, Seller shall, to the extent reasonably necessary, cooperate with Buyer in any commercially reasonable arrangement designed to provide the benefits thereof to Buyer. Without limiting the generality of any provision elsewhere herein contained, the non-assignment of any of the foregoing shall not, to the extent that it is otherwise an Assumed Liability hereunder, alter its status as such or relieve Buyer of its obligations or liabilities with respect thereto so long as and only to the extent Buyer obtains the benefit of the Acquired Asset relating to such Assumed Liability.

9.06 Use of Names and Logos. For a period of one hundred and twenty (120) days after the Closing Date, Buyer shall be entitled to use trademarks, trade names, service marks, service names, logos, and similar proprietary rights of Seller to the extent incorporated in the Acquired Assets transferred to it at Closing; provided that Buyer shall use commercially reasonable efforts to remove all names, marks, logos and other rights of Seller from the Acquired Assets as soon as reasonably practicable after Closing.

10. Survival of Representations, Warranties, Covenants and Other Agreements; Indemnification.

10.01 Survival of Representations, Warranties, Covenants and Other Agreements. All representations, warranties, covenants and other agreements made by the parties to this Agreement (other than representations and warranties set forth in (i) Section 3.06(d) which shall survive the Closing for a period of two (2) years and (ii) Section 3.05, Section 3.06(a) or relating to claims by third parties with respect to Excluded Liabilities which shall each survive the Closing for the period ending 60 days after the expiration of the relevant statute of limitations applicable to such claims) shall survive the Closing for a period of one year, and shall thereafter terminate.

10.02 Indemnification by Seller.

(a) Indemnity. Subject to Section 10.01 and Section 10.05, Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates and its respective shareholders, directors, officers, partners, employees, agents, successors and assigns (a "Seller Indemnified Party"), from and against all losses, damages, liabilities, deficiencies or obligations, including, without limitation, all claims, actions, suits, proceedings, demands, judgments, assessments, fines, interest, penalties, costs and expenses (including, without limitation, settlement costs and reasonable legal fees) (collectively, "Losses") to which they may become subject as a direct result of (x) the Excluded Liabilities, (y) any and all misrepresentations or breaches of a representation herein or warranty (other than that contained in Section 3.06(d), which is provided

for in Section 10.05) or the nonperformance or breach of any covenants or agreements of Seller contained herein and (z) solely in the event that the Basic Subscriber Estimate is less than 3,500 Basic Subscribers and Buyer and Seller waive the conditions set forth in Sections 7.06 and 8.06 hereof, a misrepresentation of the number of Basic Subscribers in the Basic Subscriber Estimate such that the actual number of Basic Subscribers delivered on the Closing Date is less than the number of Basic Subscribers included in the Basic Subscriber Estimate.

(b) Payment. Any obligations of Seller under the provisions of this Article (including, for the avoidance of doubt, Section 10.05) shall be paid promptly to Seller Indemnified Party by Seller and shall represent a retrospective adjustment to Purchase Price. The amount of such payment (and adjustment) shall be equal to the amount of the Loss incurred by the Seller Indemnified Party on account of the matter for which indemnification is required hereunder less any payments made or to be made to the Seller Indemnified Party under any insurance, indemnity or similar policy or arrangement.

(c) Buyer's Basket. Notwithstanding anything contained herein to the contrary, the indemnification provided above shall apply only to the extent that, and not until, the aggregate of all amounts subject to indemnification under this Section 10.02 exceeds Sixty Thousand Dollars ($60,000) (the "Buyer's Basket"). In any event, the maximum amount that Seller will be required to pay under this Section 10.02 and Section 10.05 in respect of all claims by all parties is Five Hundred Thousand Dollars ($500,000); provided, however, that the Buyer's Basket and Five Hundred Thousand ($500,000) maximum shall not apply to claims relating to Excluded Liabilities and as to which Seller has been given a complete opportunity to contest, dispute, defend against and appeal by appropriate proceedings. For avoidance of doubt, amounts paid by Buyer under Section 10.05 shall not apply toward Buyer's Basket.

10.03 Indemnification by Buyer.

(a) Indemnity. Subject to Section 10.01, Buyer agrees to indemnify, defend and hold harmless Seller and its respective shareholders, partners, directors, officers, employees, agents, successors and assigns (a "Buyer Indemnified Party"), from and against all Losses to which they may become subject as a direct result of: (i) any and all misrepresentations or breaches of a representation or warranty or the nonperformance or breach of any covenant or agreement of Buyer contained herein; (ii) the Assumed Liabilities; or (iii) the ownership and operation of the Acquired Assets and the CATV Business after the Closing.

(b) Payments. Any obligations of Buyer under the provisions of this Article shall be paid promptly to the Buyer Indemnified Party by Buyer. The amount of such payment shall be equal to the amount of the Loss incurred by the Buyer Indemnified Party on account of the matter for which indemnification is required hereunder less any payments made or to be made to the Buyer Indemnified Party under any insurance, indemnity or similar policy or arrangement.

(c) Seller's Basket. Notwithstanding anything contained herein to the contrary, the indemnification provided above shall apply only to the extent that, and not until, the aggregate of all amounts subject to indemnification under this Section 10.03 exceeds Sixty Thousand Dollars ($60,000)(the "Seller's Basket"). In any event, the maximum amount that Buyer will be required to pay under this Section 10.03 in respect of all claims by all parties is Five Hundred Thousand Dollars ($500,000);

provided, however, that the Seller's Basket and Five Hundred Thousand ($500,000) maximum shall not apply to claims relating to Assumed Liabilities.

10.04 Third Party Claims. If any claim ("Asserted Claim") covered by the foregoing indemnities is asserted against any indemnified party ("Indemnitee"), it shall be a condition to the obligations under this Article that the Indemnitee shall promptly give the indemnifying party ("Indemnitor") notice thereof in accordance with Section 13.05. The Indemnitee shall give Indemnitor an opportunity to control negotiations toward resolution of such claim without

the necessity of litigation, and, if litigation ensues, to defend the same with counsel reasonably acceptable to Indemnitee, at Indemnitor's expense, and Indemnitee shall extend reasonable cooperation in connection with such defense. If the Indemnitor fails to assume control of the negotiations prior to litigation or to defend such action within a reasonable time, Indemnitee shall be entitled, but not obligated, to assume control of such negotiations or defense of such action, and Indemnitor shall be liable to the Indemnitee for its expenses reasonably incurred in connection therewith which Indemnitor shall promptly pay. Neither Indemnitor nor Indemnitee shall settle, compromise, or make any other disposition of any Asserted Claims, which would or might result in any liability to Indemnitee or Indemnitor, respectively, under this Article 10 without the written consent of Indemnitee or Indemnitor, respectively, which shall not be unreasonably withheld; provided, that the Indemnitor may settle, compromise or make any other disposition of Asserted Claims if the same includes a complete discharge of the Indemnitees.

10.05 Environmental Matters. Buyer may perform, at its option and at its own expense, Phase I environmental site assessments and asbestos studies (the "Environmental Reports") of the Real Property performed by one or more reputable environmental firms designated by Buyer and reasonably acceptable to Seller. Buyer covenants to notify Seller of any adverse environmental conditions affecting the Real Property of which it has knowledge prior to Closing. If environmental conditions are uncovered as a result of obtaining such Environmental Reports or as a result of subsequent investigations conducted by Buyer after Closing pursuant to such Environmental Reports and (i) remediation of such conditions is required by Environmental Law or such conditions, if not remediated, would in their then existing state reasonably be expected to subject Buyer to fines or penalties as a result of such conditions violating Environmental Law or (ii) Seller's representations and warranties in Section 3.06(d) are breached, then (a) Buyer will pay the first Seventeen Thousand Dollars ($17,000) of actual out-of-pocket remediation expense associated with such environmental conditions, (b) Buyer and Seller will share equally the next One Hundred and Ten Thousand Dollars ($110,000) of actual out-of-pocket remediation expense

associated with such environmental conditions, and (c) Seller will pay all of the remainder of such actual out-of-pocket remediation expense associated with the environmental conditions; provided, however, in no event will Seller pay in excess of Five Hundred Thousand Dollars ($500,000) in the aggregate as a result of payments made under this Section 10.05 and Section 10.02 and, provided further, that Buyer shall have no obligation to pay or incur any remediation expense unless and until the Closing shall have occurred. Any environmental conditions uncovered as a result of performing the Environmental Reports will not affect the Closing, unless as a result thereof, a condition precedent to Closing cannot be satisfied. Seller and Buyer agree that Buyer shall not be entitled to make any claims against Seller pursuant to this Section 10.05 subsequent to the date that is two (2) years after the Closing.

10.06 Sole Remedy Upon Closing. Seller and Buyer agree (a) that the indemnification under Sections 10.02 and 10.05 of this Agreement is the sole remedy of Buyer for a breach of this Agreement by Seller in the event the transactions contemplated by this Agreement are consummated and (b) that the indemnification under Section 10.03 of this Agreement is the sole remedy of Seller for a breach of this Agreement by Buyer in the event the transactions contemplated by this Agreement are consummated.

11. Further Assurances.

From time to time after the Closing, each party will execute and deliver such other instruments of conveyance and transfer, fully cooperate with the other parties and take such other actions as the other parties reasonably may request to effect the purposes and intent of this Agreement; provided, however, that nothing in this Agreement shall be deemed to require or permit Seller or Buyer to take any action that would otherwise require approval of any CATV Licenses by any Governmental Authority prior to the time such approval is obtained.

12. Closing.

12.01 Closing. The Closing shall take place at the offices of Buyer's counsel at 10:00 A.M., local time, on the

fifth (5th) business day after all consents required as conditions to the sale as provided in Section 7.01 have been received (the "Closing Date"); and
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provided further that if the Closing shall not have occurred prior to the expiration of nine months from the date of this Agreement or as extended pursuant to Section 9.03 (the "Outside Date"), this Agreement shall terminate
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unless otherwise provided by the mutual written agreement of Buyer and Seller. If, as of the Outside Date, the Closing cannot be effected, all parties hereto shall be released from all obligations hereunder other than obligations arising from a breach or default hereunder, and each party hereto will bear expenses as provided in Section 13.06 hereof. At the Closing, the parties hereto shall execute and deliver all instruments and documents as shall be necessary in the reasonable opinion of counsel for the respective parties to consummate the transactions contemplated herein.

12.02 Termination. In addition to the termination provided for in Section
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12.01, this Agreement may be terminated and the transactions contemplated hereby may be abandoned:

(a) At any time, by the mutual written agreement of Buyer and Seller;

(b) By Buyer, upon and effective as of the date of written notice to Seller, if any of the conditions to the obligations of Buyer set forth in Article 7 shall not have been waived or satisfied at the time of the Closing;

(c) By Buyer, if there has been a breach by Seller of any of their representations, warranties, covenants or agreements contained in this Agreement, and such breach shall not have been cured within a reasonable time after notice thereof to Seller, or cannot reasonably be cured, in either case, such that the provisions of Sections 7.01, 7.02, 7.03 or 7.04 of this Agreement are incapable of being satisfied by the Outside Date;

(d) By Seller, upon and effective as of the date of written notice to Buyer, if any of the conditions to the obligations of Seller set forth in Article 8 shall not have been waived or satisfied at the time of the Closing;

(e) By Seller, if there has been a breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, and such breach shall not have been cured within a reasonable time after notice thereof to Buyer or cannot reasonably be cured, in either case, such that the provisions of Sections 8.01, 8.02, 8.03 or 8.04 of this Agreement are incapable of being satisfied by the Outside Date;

(f) By Seller or Buyer, upon and effective as of the date of written notice to the other parties, pursuant to the termination provisions of Section 9.02(c);

(g) By Seller, upon and effective as of the date of written notice to Buyer, pursuant to the termination provisions of Section 9.03(b);

(h) By Buyer, if Seller refuses to proceed or tender performance at Closing; or

(i) By Seller, if Buyer refuses to proceed or tender performance at Closing.

12.03 Remedies Upon Default.

(a) Buyer's Default. Subject to the last sentence of this Section 12.03(a), if (i) Seller terminates this Agreement pursuant to Section 12.02(d) as a result of any of the conditions set forth in Sections 8.01, 8.02, 8.03 or 8.04 not having been satisfied at the time the Closing should have otherwise occurred and such failure to have any such condition satisfied is due to Buyer's breach of any material term, condition, covenant or agreement of this Agreement, or (ii) this Agreement shall terminate pursuant to Section 12.01 or Section 12.02(g) and such failure of the Closing to occur on or prior to the Outside Date is due to Buyer's breach of any material term, condition, covenant or agreement of this Agreement, or (iii) Seller terminates this Agreement pursuant to Section 12.02(i) because Buyer refuses to proceed or tender performance at the Closing, or (iv) Seller terminates this Agreement pursuant to Section 12.02(e), then, unless, in the case of clause (iii), at the Closing there is a nonfulfillment of any of the conditions

precedent specified in Article 7 hereof (other than as a result of Buyer's breach of its obligations hereunder) or unless in the case of clause (i), (ii), (iii) or (iv) Seller is in material breach under this Agreement, Seller shall be entitled to receive the deposit in the Earnest Money Escrow, pursuant to the Earnest Money Escrow Agreement. The parties agree that such payment to Seller shall constitute liquidated damages and not a penalty and that the amount of such liquidated damages are reasonable in light of the nature of the harm to Seller and the difficulty in assessing actual damages.

(b) Seller's Default. If (i) Buyer terminates this Agreement pursuant to Section 12.02(b) as a result of any of the conditions set forth in Sections 7.01, 7.02, 7.03 or 7.04 not having been satisfied at the time the Closing should have otherwise occurred and such failure to have any such condition satisfied is due to Seller's breach of any material term condition, covenant or agreement of this Agreement, or (ii) this Agreement shall terminate pursuant to Section 12.01 and such failure of the Closing to occur on or prior to the Outside Date is due to Seller's breach of any material term, condition, covenant or agreement of this Agreement, or (iii) Buyer terminates this Agreement pursuant to Section 12.02(h) because Seller refuses to proceed or tender performance at the Closing, or (iv) Buyer terminates this Agreement pursuant to Section 12.02(c) then, unless in the case of clause (iii), at the Closing there is a nonfulfillment of any of the conditions precedent specified in Article 8 hereof (other than as a result of Seller's breach of its obligations hereunder) or unless in the case of clause (i), (ii), (iii) or (iv) Buyer is in material breach under this Agreement, Buyer shall be entitled to recover Damages from Seller suffered by Buyer as a result of such breach but in no event shall Buyer be entitled to recover in excess of $500,000 as a result of damages suffered hereunder. Alternatively, if at any time on or prior to the Closing Date, Seller shall be in material breach or be in material default of its obligations under this Agreement, including if the Closing does not occur due to the refusal by Seller to proceed or tender performance at Closing in violation of their obligations under this Agreement, and, with respect to any such breach or

default by Seller occurring prior to the time the conditions set forth in Section 7 and 8 hereof have been waived or satisfied, provided that Buyer
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is not then in material breach or in material default of its obligations under this Agreement, Buyer shall be entitled to require Seller to specifically perform and consummate the transactions in accordance with this Agreement, if necessary, through injunction, court order or other process, and to recover from Seller any costs and expenses incurred by Buyer in connection therewith. The remedy of specific performance is in addition to, and Buyer shall be entitled to, any and all other rights and remedies at law, including damages, available to Buyer in accordance with the terms of this Agreement, provided that in no event shall Buyer be entitled to recover in excess of $500,000 as a result of damages suffered hereunder, and provided further that the remedy of specific performance is only available if Buyer does not terminate this Agreement and does not proceed at law for damages from Seller.

12.04 Return of Earnest Money Escrow. Subject to Section 12.03(a) of this
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Agreement and the terms of the Earnest Money Escrow Agreement, upon the termination of this Agreement, the Earnest Money Escrow, together with any income thereon, shall be returned, paid or delivered to Buyer, as the case may be.

13. Miscellaneous.

13.01 Amendments; Waivers. This Agreement cannot be changed or terminated
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orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver or consent. No waiver of any term or provision hereof shall be construed as a further or continuing waiver of such term or provision or any other term or provision. Any condition to the performance of any party hereto which may legally be waived at or prior to the Closing may be waived in writing at any time by the party or parties entitled to the benefit thereof.

13.02 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all prior agreements, memoranda, arrangements and understandings relating to the subject matter hereof other than any letter or agreement that specifically refers to this Section 13.02. No representation, warranty, promise, inducement or statement of intention has been made by any party which is not contained in this Agreement, and no party shall be bound by, or be liable for, any alleged representation, promise, inducement or statement of intention not contained herein or therein.

13.03 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the prior written consent of the other parties hereto; provided, however, that Buyer may assign its rights under this Agreement to one or more entities that are subsidiaries of Buyer so long as such entity or entities assume the obligations of Buyer under this Agreement, including the obligation to assume the Assumed Liabilities at Closing.

13.04 Construction; Counterparts. The Article and Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

13.05 Notices. All notices and communications hereunder shall be in writing and shall be deemed to have been duly given to a party when delivered in person or by facsimile, or three business days after such notice is enclosed in a properly sealed envelope, certified or registered, and deposited (postage and certification or registration prepaid) in a post office or collection facility regularly maintained by the United States Postal Service, or one business day after delivery to a nationally recognized overnight courier service, and addressed as follows:

If to Seller: Bootheel Video, Inc.
One Media Crossways

Woodbury, New York 11797
Attention: General Counsel
Telephone: (516) 364-8450
Facsimile: (516) 396-8768

With a copy to:

CSC Holdings, Inc.
One Media Crossways
Woodbury, New York 11797
Attention: General Counsel
Telephone: (516) 364-8450
Facsimile: (516) 396-8768

With a copy to:

Sullivan & Cromwell
125 Broad Street
New York, NY 10004
Attention: John P. Mead
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

If to Buyer: Mediacom Southeast LLC
100 Crystal Run Road
Middletown, New York 10941
Attention: Rocco B. Commisso
Telephone: (914) 695-2600
Facsimile: (914) 695-2699

With a copy to:

Mediacom LLC
100 Crystal Run Road
Middletown, New York 10941
Attention: Rocco B. Commisso
Telephone: (914) 695-2600
Facsimile: (914) 695-2699

With a copy to:

Cooperman Levitt Winikoff Lester & Newman, P.C.
800 Third Avenue
New York, New York 10022

Attention: Robert L. Winikoff, Esq.
Telephone: (212) 688-7000
Facsimile: (212) 755-2839

Any party may change its address for the purpose of notice by giving notice in accordance with the provisions of this Section 13.05.

13.06 Expenses of the Parties. Except as otherwise provided herein, all expenses incurred by or on behalf of the parties hereto in connection with the authorization, preparation and consummation of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants employed by the parties hereto in connection with the authorization, preparation, execution and consummation of this Agreement shall be borne solely by the party who shall have incurred the same.

13.07 Non-Recourse. No partner, officer, director, shareholder or other holder of an ownership interest of or in any party to this Agreement shall have any personal liability in respect of any such party's obligations under this Agreement by reason of his or its status as such partner, officer, director, shareholder or other holder.

13.08 Third Party Beneficiary. This Agreement is entered into only for the benefit of the parties and their respective successors and assigns, and nothing hereunder shall be deemed to constitute any person a third party beneficiary to this Agreement.

13.09 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF NEW YORK.

13.10 Press Releases. No press release or other public information relating to the purchase and sale contemplated in this Agreement shall be made or disclosed by any party hereto without the consent of the other parties; provided however, that any party may disclose such information if reasonably deemed to be required by law by the legal counsel for such party.

13.11 Severability. If any provision of this Agreement is finally determined to be illegal, void or unenforceable, such determination shall not, of itself, nullify this Agreement which shall continue in full force and effect subject to the conditions and provisions hereof.

(SIGNATURE PAGE FOLLOWS)

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

SELLER:

BOOTHEEL VIDEO, INC.

By: _____
Name:
Title:

BUYER: MEDIACOM SOUTHEAST LLC

By: Mediacom LLC, a Member

By: _____
Name: Rocco B. Commisso
Title: Manager

CSC HOLDINGS, INC.

By: _____
Name:
Title:
(only as to Section 3.20 and Section 5.06)

MEDIACOM LLC

By: _____
Name: Rocco B. Commisso
Title: Manager
(only as to Section 4.07)

Exhibit 4.2(a)

EXECUTION COPY

MEDIACOM LLC

and

MEDIACOM CAPITAL CORPORATION

as Issuers

and

BANK OF MONTREAL TRUST COMPANY,

as Trustee

_____

Indenture

_____

Dated as of February 26, 1999

7 7/8% Senior Notes due 2011

Reconciliation and tie between Trust Indenture Act of 1939 and Indenture, dated as of February 26, 1999/1/

Trust Indenture Act Section	Indenture Section
(S) 310(a)(1)	608
(S) 310(a)(2)	608
(S) 310(b)	609
(S) 312(a)	701
(S) 312(c)	702
(S) 313(a)	703
(S) 313(c)	703
(S) 314(a)(4)	1010(a)
(S) 314(c)(1)	102
(S) 314(c)(2)	102
(S) 314(e)	102
(S) 315(a)	601 (a)
(S) 315(b)	602
(S) 315(c)	601 (b)
(S) 315(d)	601 (c), 603
(S) 316(a)(last sentence	101 ("outstanding")
(S) 316(a)(a)(1)(A)	502, 512
(S) 316(a)(a)(1)(B)	513
(S) 316(a)(b)	508
(S) 316(a)(c)	104(d)
(S) 317(a)(1)	503
(S) 317(a)(2)	504
(S) 317(b)	1003
(S) 318(a)	111

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/1/ This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

TABLE OF CONTENTS:

INDENTURE, dated as of February 26, 1999 between MEDIACOM LLC, a New York limited liability company ("Mediacom"), MEDIACOM CAPITAL CORPORATION, a New York corporation ("Mediacom Capital" and together with Mediacom, the "Issuers"), as joint and several obligors, each having its principal office at 100 Crystal Run Road, Middletown, New York 10941, and BANK OF MONTREAL TRUST COMPANY, a New York trust company, as trustee (the "Trustee"), having its principal corporate trust office at 88 Pine Street, New York, NY 10005.

RECITALS OF THE ISSUERS

The Issuers have duly authorized the creation of and issuance of (i) 7 7/8% Senior Notes due 2011 (the "Initial Notes") and (ii) if and when issued in exchange for notes as provided in the Registration Rights Agreement (as defined herein), 7 7/8% Senior Notes due 2011 (the "Exchange Notes") (the Initial Notes, the Exchange Notes, the Private Exchange Notes (as defined herein) and the Additional Notes (as defined herein) are referred to herein collectively as the "Notes"), of substantially the tenor and amount hereinafter set forth, and to provide therefor the Issuers have duly authorized the execution and delivery of this Indenture. "Exchange Notes" and "Private Exchange Notes" shall include notes issued in exchange for Additional Notes having substantially the same tenor and amount as the Additional Notes.

Upon the issuance of the Exchange Notes, if any, or the effectiveness of the Shelf Registration Statement (as defined herein), this Indenture will be subject to, and shall be governed by, the provisions of the Trust Indenture Act of 1939, as amended, that are required or deemed to be part of and to govern indentures qualified thereunder.

All things necessary have been done to make the Notes, when executed and duly issued by the Issuers and authenticated and delivered hereunder by the Trustee or the Authenticating Agent, the valid obligations of the Issuers and to make this Indenture a valid agreement of the Issuers in accordance with their and its terms.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE ONE.

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article, and words in the singular include the plural as well as the singular, and words in the plural include the singular as well as the plural;

(b) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, or defined by SEC rule and not otherwise defined herein have the meanings assigned to them therein;

(c) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP (as defined herein);

(d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(e) the word "or" is not exclusive; and

(f) provisions of this Indenture apply to successive events and transactions.

Certain terms, used principally in Articles Two, Ten and Twelve, are defined in those Articles.

"8 1/2% Notes" means the Issuers' $200,000,000 8 1/2% Senior Notes due 2008.

"Acquired Indebtedness" means Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary or assumed in connection with an Asset Acquisition from such Person and not Incurred in connection with, or in anticipation of, such Person becoming a Restricted Subsidiary or such Asset Acquisition.

"Affiliate" means (i) any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, Mediacom; (ii) any spouse, immediate family member or other relative who has the same principal residence as any Person described in clause (i) above; (iii) any trust in which any such Persons described in clauses (i) and (ii) above has a beneficial interest; and (iv) any corporation or other organization of which any such Persons described above collectively owns 5% or more of the equity of such entity. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with") when used with respect to any specified Person includes the direct or indirect beneficial ownership of more than 5% of the voting securities of such Person or the power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Asset Acquisition" means (i) an Investment by Mediacom or any Restricted Subsidiary in any other Person pursuant to which such Person shall become a Restricted Subsidiary or shall be consolidated or merged with or into Mediacom or any Restricted Subsidiary, or (ii) any acquisition by Mediacom or any Restricted Subsidiary of the assets of any Person which constitute substantially all of an operating unit, a division or a line of business of such Person or which is otherwise outside of the ordinary course of business.

"Asset Sale" means any direct or indirect sale, conveyance, transfer, lease (that has the effect of a disposition) or other disposition (including, without limitation, any merger, consolidation or sale-leaseback transaction) to any Person other than Mediacom or any Wholly Owned Restricted Subsidiary or any Controlled Subsidiary, in one transaction or a series of related transactions, of (i) any Equity Interest of any Restricted Subsidiary, (ii) any material license, franchise or other authorization of Mediacom or any Restricted Subsidiary, (iii) any assets of Mediacom or any Restricted Subsidiary which constitute substantially all of an operating unit, a division or a line of business of Mediacom or any Restricted Subsidiary or (iv) any other property or asset of Mediacom or any Restricted Subsidiary outside of the ordinary course of business. For the purposes of this definition, the term "Asset Sale" shall not include (i) any transaction consummated in compliance with Sections 801 and 1012, and the creation of any Lien not prohibited under Section 1011, (ii) the sale of property or equipment that has become worn out, obsolete or damaged or otherwise unsuitable for use in connection with the business of Mediacom or any Restricted Subsidiary, as the case may be, (iii) any transaction consummated in

compliance with Section 1007, and (iv) Asset Swaps permitted pursuant to clause (d) of Section 1013. In addition, solely for purposes of Section 1013, any sale, conveyance, transfer, lease or other disposition, whether in one transaction or a series of related transactions, involving assets with a fair market value not in excess of $2,000,000 in any fiscal year shall be deemed not to be an Asset Sale.

"Asset Sale Proceeds" means, with respect to any Asset Sale, (i) cash received by Mediacom or any of its Restricted Subsidiaries from such Asset Sale (including cash received as consideration for the assumption of liabilities incurred in connection with or in anticipation of such Asset Sale), after (a) provision for all income or other taxes measured by or resulting from such Asset Sale, (b) payment of all brokerage commissions, underwriting, legal, accounting and other fees and expenses related to such Asset Sale, and any relocation expenses incurred as a result thereof, (c) provision for minority interest holders in any Restricted Subsidiary as a result of such Asset Sale by such Restricted Subsidiary, (d) payment of amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale (including payments made to obtain or avoid the need for the consent of any holder of such Indebtedness), and (e) deduction of appropriate amounts to be provided by Mediacom or such Restricted Subsidiary as a reserve, in accordance with generally accepted accounting principles consistently applied, against any liabilities associated with the assets sold or disposed of in such Asset Sale and retained by Mediacom or such Restricted Subsidiary after such Asset Sale, including, without limitation, pension and other post employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with the assets sold or disposed of in such Asset Sale; and (ii) promissory notes and other non-cash consideration received by Mediacom or any Restricted Subsidiary from such Asset Sale or other disposition upon the liquidation or conversion of such notes or non-cash consideration into cash.

"Asset Swap" means the substantially concurrent purchase and sale, or exchange, of Productive Assets between Mediacom or any of the Restricted Subsidiaries and another Person or group of affiliated Persons (which Person or group of affiliated Persons is not affiliated with Mediacom and the Restricted Subsidiaries) pursuant to an Asset Swap Agreement; it being understood that an Asset Swap may include a cash equalization payment made in connection therewith, provided that such cash payment, if received by Mediacom or any of the Restricted Subsidiaries, shall be deemed to be proceeds received from an Asset Sale and shall be applied in accordance with Section 1013.

"Asset Swap Agreement" means a definitive agreement, subject only to customary closing conditions that Mediacom in good faith believes will be satisfied, providing for an Asset Swap; provided, however, that any amendment to, or waiver of, any closing condition that individually or in the aggregate is material to such Asset Swap shall be deemed to be a new Asset Swap.

"Available Asset Sale Proceeds" means, with respect to any Asset Sale, the aggregate Asset Sale Proceeds from such Asset Sale that have not been applied in accordance with clause (iii)(a) and that have not yet been the basis for application in accordance with clause (iii)(b) of clause (a) of Section 1013.

"Bankruptcy Law" means Title II, U.S. Code or any similar federal or state law for relief of debtors.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banking institutions are authorized or required by law to close in New York City.

"Capitalized Lease Obligations" means Indebtedness represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with generally accepted accounting principles and the amount of such Indebtedness shall be the capitalized amount of

such obligations determined in accordance with generally accepted accounting principles consistently applied.

"Cash Equivalents" means (i) United States dollars; (ii) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of not more than six months from the date of acquisition; (iii) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case with any lender party to any Subsidiary Credit Facility or any Future Subsidiary Credit Facility or with any domestic commercial bank having capital and surplus in excess of $500,000,000; (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (ii) and (iii) above entered into with any financial institution meeting the qualifications specified in clause (iii) above; (v) commercial paper having a rating of at least P-1 from Moody's or a rating of at least A-1 from S&P; and (vi) money market mutual or similar funds having assets in excess of $100,000,000, at least 95% of the assets of which are comprised of assets specified in clauses (i) through (v) above.

"Change of Control" means the occurrence of any of the following events: (i) any Person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act, including any group acting for the purpose of acquiring, holding or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than one or more Permitted Holders, is or becomes the "beneficial owner" (as defined in Rule 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have "beneficial ownership" of all shares that any such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time, upon the happening of an event or otherwise), directly or indirectly, of more than 50% of the total voting power of the then outstanding Voting Equity Interests of Mediacom; (ii) Mediacom consolidates with, or merges with or into, another Person (other than a Wholly Owned Restricted Subsidiary) or Mediacom or any its Subsidiaries sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of the assets of Mediacom and its Subsidiaries (determined on a consolidated basis) to any Person (other than Mediacom or any Wholly Owned Restricted Subsidiary), other than any such transaction where immediately after such transaction the Person or Persons that "beneficially owned" (as defined in Rule 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have "beneficial ownership" of all shares that any such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time, upon the happening of an event or otherwise) immediately prior to such transaction, directly or indirectly, a majority of the total voting power of the then outstanding Voting Equity Interests of Mediacom, "beneficially own" (as so determined), directly or indirectly, more than 50% of the total voting power of the then outstanding Voting Equity Interests of the surviving or transferee Person; (iii) Mediacom is liquidated or dissolved or adopts a plan of liquidation or dissolution (whether or not otherwise in compliance with the provisions of this Indenture); (iv) a majority of the members of the Executive Committee of Mediacom shall consist of Persons who are not Continuing Members; or (v) Mediacom ceases to own 100% of the issued and outstanding Equity Interests of Mediacom Capital, other than by reason of a merger of Mediacom Capital into and with a corporate successor to Mediacom; provided, however, that a Change of Control will be deemed not to have occurred in any of the circumstances described in clauses (i) through (iv) above if after the occurrence of any such circumstance (A) Rocco B. Commisso continues to be the manager of Mediacom pursuant to the Operating Agreement and/or the chief executive officer of Mediacom (or the surviving or transferee Person in the case of clause (ii) above), or (B) Rocco B. Commisso and the other Permitted Holders together with their respective designees constitute the majority of the members of the Executive Committee.

"Change of Control Offer" shall have the meaning ascribed thereto in Section 1012.

"Change of Control Payment" shall have the meaning ascribed thereto in Section1012.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee Resolution" means with respect to Mediacom, a duly adopted resolution of the Executive Committee of Mediacom.

"Comparable Restriction Provisions" shall have the meaning ascribed thereto in Section 1010.

"Consolidated Income Tax Expense" means, with respect to Mediacom for any period, the provision for federal, state, local and foreign income taxes payable by Mediacom and the Restricted Subsidiaries for such period as determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied.

"Consolidated Interest Expense" means, with respect to Mediacom and the Restricted Subsidiaries for any period, without duplication, the sum of (i) the interest expense of Mediacom and the Restricted Subsidiaries for such period as determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied, including, without limitation, amortization of original issue discount on any Indebtedness and the interest portion of any deferred payment obligation and after taking into account the effect of elections made under any Hedging Agreements, however denominated, with respect to such Indebtedness; (ii) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by Mediacom and the Restricted Subsidiaries during such period as determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied; and (iii) dividends and distributions in respect of Disqualified Equity Interests actually paid in cash by Mediacom and the Restricted Subsidiaries during such period as determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied. For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by Mediacom to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with generally accepted accounting principles consistently applied.

"Consolidated Net Income" means, with respect to any period, the net income (loss) of Mediacom and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied, adjusted, to the extent included in calculating such net income (loss), by excluding, without duplication, (i) all extraordinary, unusual or nonrecurring items of income or expense and of gains or losses and all gains and losses from the sale or other disposition of assets out of the ordinary course of business (net of taxes, fees and expenses relating to the transaction giving rise thereto) for such period; (ii) that portion of such net income (loss) derived from or in respect of Investments in Persons other than any Restricted Subsidiary, except to the extent actually received in cash by Mediacom or any Restricted Subsidiary; (iii) the portion of such net income (loss) allocable to minority interests in unconsolidated Persons for such period, except to the extent actually received in cash by Mediacom or any Restricted Subsidiary; (iv) net income (loss) of any other Person combined with Mediacom or any Restricted Subsidiary on a "pooling of interests" basis attributable to any period prior to the date of combination; (v) net income (loss) of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income (loss) is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or the holders of its Equity Interests; (vi) the cumulative effect of a change in accounting principles after the date of this Indenture; (vii) net income

(loss) attributable to discontinued operations; (viii) management fees payable to the "manager" as defined in the Operating Agreement and to Mediacom Management and its Affiliates pursuant to management agreements with Subsidiaries of Mediacom accrued for such period that have not been paid during such period; and (ix) any other item of expense, other than "interest expense," which appears on Mediacom's consolidated statement of income (loss) below the line item "Operating Income," determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied.

"Consolidated Total Indebtedness" means, as at any date of determination, an amount equal to the aggregate amount of all outstanding Indebtedness and the aggregate liquidation preference or redemption payment value of all Disqualified Equity Interests of Mediacom and the Restricted Subsidiaries outstanding as of such date of determination, less the obligations of Mediacom or any Restricted Subsidiary under any Hedging Agreement as of such date of determination that would appear as a liability on the balance sheet of such Person, in each case determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied.

"Continuing Member" means, as of the date of determination, any Person who (i) was a member of the Executive Committee of Mediacom on the date of this Indenture, (ii) was nominated for election or elected to the Executive Committee of Mediacom with the affirmative vote of a majority of the Continuing Members who were members of the Executive Committee at the time of such nomination or election or (iii) is a representative of, or was approved by, a Permitted Holder.

"Controlled Subsidiary" means a Restricted Subsidiary which is engaged in a Related Business (i) 80% or more of the outstanding Equity Interests of which (other than Equity Interests constituting directors' qualifying shares to the extent mandated by applicable law) are owned by Mediacom or by one or more Wholly Owned Restricted Subsidiaries or Controlled Subsidiaries or by Mediacom and one or more Wholly Owned Restricted Subsidiaries or Controlled Subsidiaries, (ii) of which Mediacom possesses, directly or indirectly, the power to direct or cause the direction of the management or policies, whether through the ownership of Voting Equity Interests, by agreement or otherwise, and (iii) all of whose Indebtedness is Non-Recourse Indebtedness.

"Corporate Trust Office" means the office of the Trustee which initially is located at 88 Pine Street, New York, New York.

"Cumulative Credit" means the sum of (i) $10,000,000, plus (ii) the aggregate Net Cash Proceeds received by Mediacom or a Restricted Subsidiary from the issue or sale (other than to a Restricted Subsidiary) of Equity Interests of Mediacom or a Restricted Subsidiary (other than Disqualified Equity Interests) on or after April 1, 1998, plus (iii) the principal amount (or accreted amount (determined in accordance with generally accepted accounting principles), if less) of any Indebtedness, or the liquidation preference or redemption payment value of any Disqualified Equity Interests, of Mediacom or any Restricted Subsidiary which has been converted into or exchanged for Equity Interests of Mediacom or a Restricted Subsidiary (other than Disqualified Equity Interests) on or after April 1, 1998, plus (iv) cumulative Operating Cash Flow on or after April 1, 1998, to the end of the fiscal quarter immediately preceding the date of the proposed Restricted Payment, or, if cumulative Operating Cash Flow for such period is negative, minus the amount by which cumulative Operating Cash Flow is less than zero, plus (v) to the extent not already included in Operating Cash Flow, if any Investment constituting a Restricted Payment that was made after the date of this Indenture is sold or otherwise liquidated or repaid or any Unrestricted Subsidiary which was designated as an Unrestricted Subsidiary after the date of this Indenture is sold or otherwise liquidated, the fair market value of such Restricted Payment (less the cost of disposition, if any) on the date of such sale, liquidation or repayment, as determined in good faith by the Executive Committee, whose determination shall be conclusive and evidenced by a Committee Resolution, plus (vi) if any Unrestricted Subsidiary is redesignated as a

Restricted Subsidiary, the value of the Restricted Payment that would result if such Subsidiary were redesignated as an Unrestricted Subsidiary at such time, determined in accordance with Section 1018.

"Cumulative Interest Expense" means the aggregate amount of Consolidated Interest Expense paid or accrued of the Issuers and the Restricted Subsidiaries on or after April 1, 1998, to the end of the fiscal quarter immediately preceding the proposed Restricted Payment.

"Debt to Operating Cash Flow Ratio" means the ratio of (i) the Consolidated Total Indebtedness as of the date of calculation (the "Determination Date") to (ii) four times the Operating Cash Flow for the latest three months for which financial information is available immediately preceding such Determination Date (the "Measurement Period"). For purposes of calculating Operating Cash Flow for the Measurement Period immediately prior to the relevant Determination Date, (I) any Person that is a Restricted Subsidiary on the Determination Date (or would become a Restricted Subsidiary on such Determination Date in connection with the transaction that requires the determination of such Operating Cash Flow) will be deemed to have been a Restricted Subsidiary at all times during such Measurement Period; (II) any Person that is not a Restricted Subsidiary on such Determination Date (or would cease to be a Restricted Subsidiary on such Determination Date in connection with the transaction that requires the determination of such Operating Cash Flow) will be deemed not have been a Restricted Subsidiary at any time during such Measurement Period; and (III) if Mediacom or any Restricted Subsidiary shall have in any manner (x) acquired (including through an Asset Acquisition or the commencement of activities constituting such operating business) or (y) disposed of (including by way of an Asset Sale or the termination or discontinuance of activities constituting such operating business) any operating business during such Measurement Period or after the end of such period and on or prior to such Determination Date, such calculation will be made on a pro forma basis in accordance with generally accepted accounting principles consistently applied, as if, in the case of an Asset Acquisition or the commencement of activities constituting such operating business, all such transactions had been consummated on the first day of such Measurement Period, and, in the case of an Asset Sale or termination or discontinuance of activities constituting such operating business, all such transactions had been consummated prior to the first day of such Measurement Period.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Depositary" means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depository institution hereinafter appointed by Mediacom.

"Designation" shall have the meaning ascribed thereto in Section 1018.

"Distribution Compliance Period" means the 40-day distribution compliance period as defined in Regulation S under the Securities Act.

"Disqualified Equity Interest" means (i) any Equity Interest issued by Mediacom which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (except, in each such case, upon the occurrence of a Change of Control or a Regulatory Equity Interest Repurchase), in whole or in part, or is exchangeable into Indebtedness, on or prior to the earlier of the maturity date of the Notes or the date on which no Notes remain outstanding; and (ii) any Equity Interest issued by any Restricted Subsidiary which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or

otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or is exchangeable into Indebtedness.

"Equity Interest" in any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) corporate stock or other equity participations, including partnership interests, whether general or limited, and membership interests in such Person, including any Preferred Equity Interests.

"Equity Offering" means a public or private offering by Mediacom or a Restricted Subsidiary for cash of its respective Equity Interests (other than Disqualified Equity Interests) or options, warrants or rights with respect to such Equity Interests.

"Excess Proceeds" means, with respect to any Asset Sale, the then Available Asset Sale Proceeds less any such Available Asset Sale Proceeds that are required to be applied and are applied in accordance with clause (iii)(b)(1) of clause (a) of Section 1013.

"Excess Proceeds Offer" shall have the meaning ascribed thereto in Section 1013.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Offer" means the offer by the Issuers to exchange all of the Initial Notes for a like aggregate principal amount of Exchange Notes, as provided in the Registration Rights Agreement, and the offer by the Issuers to exchange all of the Additional Notes for a like aggregate principal amount of Exchange Notes, in each case as provided in this Indenture.

"Exchange Offer Registration Statement" has the meaning ascribed thereto in the Registration Rights Agreement.

"Executive Committee" means (i) so long as Mediacom is a limited liability company, (x) while the Operating Agreement is in effect, the Executive Committee authorized thereunder, and (y) at any other time, the manager or board of managers of Mediacom, or management committee or similar governing body responsible for the management of the business and affairs of Mediacom; (ii) if Mediacom were to be reorganized as a corporation, the board of directors of Mediacom; and (iii) if Mediacom were to be reorganized as a partnership, the board of directors of the corporate general partner of such partnership (or if such general partner is itself a partnership, the board of directors of such general partner's corporate general partner).

"Future Subsidiary Credit Facilities" means one or more debt facilities (other than the Subsidiary Credit Facilities) entered into from time to time after the date of this Indenture by one or more Restricted Subsidiaries or groups of Restricted Subsidiaries with banks or other institutional lenders, together with all loan documents and instruments thereunder (including, without limitation, any guarantee agreements and security documents), including any amendment (including any amendment and restatement), modification or supplement thereto or any refinancing, refunding, deferral, renewal, extension or replacement thereof (including, in any such case and without limitation, adding or removing Subsidiaries of Mediacom as borrowers or guarantors thereunder), whether by the same or any other lender or group of lenders.

"GAAP" or "generally accepted accounting principles" means generally accepted accounting principles in the United States of America as in effect as of the date of this Indenture, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial

Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. All ratios and computations based on GAAP contained in this Indenture shall be computed in conformity with GAAP.

"Guarantor" means any Subsidiary of Mediacom that guarantees the Issuers' obligations under this Indenture and the Notes issued after the date of this Indenture pursuant to Section 1017.

"Hedging Agreement" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement providing for the transfer or mitigation of interest rate risks either generally or under specific contingencies.

"Holder" or "Noteholder" means the Person in whose name a Note is registered in the Note Register.

"Incur" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (including by conversion, exchange or otherwise), assume, guarantee or otherwise become liable in respect of such Indebtedness or other obligation or the recording, as required pursuant to generally accepted accounting principles or otherwise, of any such Indebtedness or other obligation on the balance sheet of such Person (and "Incurrence", "Incurred" and "Incurring" shall have meanings correlative to the foregoing). Indebtedness of any Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary (or is merged into or consolidates with Mediacom or any Restricted Subsidiary), whether or not such Indebtedness was incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary (or being merged into or consolidated with Mediacom or any Restricted Subsidiary), shall be deemed Incurred at the time any such Person becomes a Restricted Subsidiary or merges into or consolidates with Mediacom or any Restricted Subsidiary.

"Indebtedness" means, with respect to any Person, without duplication, any indebtedness, secured or unsecured, contingent or otherwise, in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof), or evidenced by bonds, notes, debentures or similar instruments or letters of credit or representing the deferred and unpaid balance of the purchase price of property or services (but excluding trade payables incurred in the ordinary course of business and non-interest bearing installment obligations and other accrued liabilities arising in the ordinary course of business) if and to the extent any of the foregoing indebtedness would appear as a liability upon a balance sheet of such Person prepared in accordance with generally accepted accounting principles, and shall also include, to the extent not otherwise included (but without duplication), (i) any Capitalized Lease Obligations, (ii) obligations secured by a lien to which any property or assets owned or held by such Person is subject, whether or not the obligation or obligations secured thereby shall have been assumed, (iii) guarantees of items of other Persons which would be included within this definition for such other Persons (whether or not such items would appear upon the balance sheet of the guarantor), and (iv) obligations of Mediacom or any Restricted Subsidiary under any Hedging Agreement applicable to any of the foregoing (if and only to the extent any amount due in respect of such Hedging Agreement would appear as a liability upon a balance sheet of such Person prepared in accordance with generally accepted accounting principles). Indebtedness (i) shall not include obligations under performance bonds, performance guarantees, surety bonds and appeal bonds, letters of credit or similar obligations, Incurred in the ordinary course of business, including in connection with pole rental or conduit attachments and the like or the requirements of cable television franchising authorities, and otherwise consistent with industry practice; (ii) shall not include obligations of any Person (x) arising from the honoring by a bank or other financial institution of a check, draft or other similar instrument inadvertently drawn against insufficient funds in the ordinary course of business, provided such obligations are extinguished within five business days of their Incurrence, (y) resulting

from the endorsement of negotiable instruments for collection in the ordinary course of business and consistent with past practice and (z) under stand-by letters of credit to the extent collateralized by cash or Cash Equivalents; and (iii) which provides that an amount less than the principal amount thereof shall be due upon any declaration of acceleration thereof shall be deemed to be Incurred or outstanding in an amount equal to the accreted value thereof at the date of determination.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Investment" means, directly or indirectly, any advance, loan or other extension of credit (including by means of a guarantee) or capital contribution to (by means of transfers of property to others, payments for property or services for the account or use of others or otherwise), the acquisition, by purchase or otherwise, of any stock, bonds, notes, debentures, partnership, membership or joint venture interests or other securities or other evidence of beneficial interest of any Person, provided that the term "Investment" shall not include any such advance, loan or extension of credit having a term not exceeding 90 days arising in the ordinary course of business or any pledge of Equity Interests pursuant to the Subsidiary Credit Facilities or any Future Subsidiary Credit Facilities. If Mediacom or any Restricted Subsidiary sells or otherwise disposes of any Voting Equity Interest of any direct or indirect Restricted Subsidiary such that, after giving effect to such sale or disposition, Mediacom no longer owns, directly or indirectly, greater than 50% of the outstanding Voting Equity Interests of such Restricted Subsidiary, Mediacom shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Voting Equity Interests of such former Restricted Subsidiary not sold or disposed of.

"Issue Date" means the date on which the Initial Notes are originally issued.

"Issuers' Request" shall have the meaning ascribed thereto in Section 102.

"Lien" means any mortgage, pledge, lien, charge, security interest, hypothecation, assignment for security or encumbrance of any kind (including any conditional sale or capital lease or other title retention agreement, any lease in the nature thereof or any agreement to give a security interest).

"Liquidated Damages" means the "liquidated damages" specified in Section three of the Registration Rights Agreement or in such other registration rights agreement to be executed in connection with the issuance of Additional Notes.

"Mediacom" means Mediacom LLC, a New York limited liability company.

"Mediacom Arizona" means Mediacom Arizona LLC, a Delaware limited liability company, and a wholly owned Subsidiary of Mediacom.

"Mediacom California" means Mediacom California LLC, a Delaware limited liability company, and a Subsidiary of Mediacom.

"Mediacom Capital" means Mediacom Capital Corporation, a New York corporation, and a wholly owned Subsidiary of Mediacom.

"Mediacom Delaware" means Mediacom Delaware LLC, a Delaware limited liability company, and a wholly owned Subsidiary of Mediacom.

"Mediacom Management" means Mediacom Management Corporation, a Delaware corporation.

"Moody's" means Moody's Investors Service, Inc.

"Net Cash Proceeds" means, with respect to any issuance or sale of Equity Interests, the proceeds in the form of cash or Cash Equivalents received by Mediacom or any Restricted Subsidiary of such issuance or sale net of attorneys' fees, accountants fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Non-Recourse Indebtedness" means Indebtedness of a Person (i) as to which neither of the Issuers nor any of the Restricted Subsidiaries (other than such Person or any Subsidiaries of such Person) (a) provides any guarantee or credit support of any kind (including any undertaking, guarantee, indemnity, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise); and (ii) the incurrence of which will not result in any recourse against any of the assets of either of the Issuers or the Restricted Subsidiaries (other than to such Person or to any Subsidiaries of such Person and other than to the Equity Interests in such Person or in another Restricted Subsidiary or an Unrestricted Subsidiary pledged by Mediacom, a Restricted Subsidiary or an Unrestricted Subsidiary); provided, however, that Mediacom or any Restricted Subsidiary may make a loan to a Controlled Subsidiary or an Unrestricted Subsidiary, or guarantee a loan made to a Controlled Subsidiary or an Unrestricted Subsidiary, if such loan or guarantee is permitted under Section 1007 at the time of the making of such loan or guarantee, and such loan or guarantee shall not constitute Indebtedness which is not Non-Recourse Indebtedness.

"Note Register" shall have the meaning ascribed thereto in Section 305.

"Note Registrar" shall have the meaning ascribed thereto in Section 305.

"Officer" means the Chairman, the Chief Executive Officer, any Senior Vice President, the Treasurer or the Secretary of Mediacom.

"Officers' Certificate" means a certificate signed by two Officers.

"Operating Agreement" means the Third Amended and Restated Operating Agreement of Mediacom dated as of January 20, 1998, as the same may be amended, supplemented or modified from time to time.

"Operating Cash Flow" means, with respect to Mediacom and the Restricted Subsidiaries on a consolidated basis, for any period, an amount equal to Consolidated Net Income for such period increased (without duplication) by the sum of (i) Consolidated Income Tax Expense accrued for such period to the extent deducted in determining Consolidated Net Income for such period; (ii) Consolidated Interest Expense for such period to the extent deducted in determining Consolidated Net Income for such period; and (iii) depreciation, amortization and any other non-cash items for such period to the extent deducted in determining Consolidated Net Income for such period (other than any non-cash item (other than the management fees referred to in clause (viii) of the definition of "Consolidated Net Income") which requires the accrual of, or a reserve for, cash charges for any future period) of Mediacom and the Restricted Subsidiaries, including, without limitation, amortization of capitalized debt issuance costs for such period, all of the foregoing determined on a consolidated basis in accordance with generally accepted accounting principles consistently applied, and decreased by non-cash items to the extent they

increase Consolidated Net Income (including the partial or entire reversal of reserves taken in prior periods) for such period.

"Opinion of Counsel" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to Mediacom or the Trustee.

"Other Pari Passu Debt" means Indebtedness of Mediacom or any Restricted Subsidiary that does not constitute Subordinated Obligations that is not senior in right of payment to the Notes.

"Other Pari Passu Debt Pro Rata Share" means the amount of the applicable Available Asset Sale Proceeds obtained by multiplying the amount of such Available Asset Sale Proceeds by a fraction, (i) the numerator of which is the aggregate principal amount and/or accreted value, as the case may be, of all Other Pari Passu Debt outstanding at the time of the applicable Asset Sale with respect to which Mediacom or any Restricted Subsidiary is required to use Available Asset Sale Proceeds to repay or make an offer to purchase or repay and (ii) the denominator of which is the sum of (a) the aggregate principal amount of all Notes outstanding at the time of the applicable Asset Sale and (b) the aggregate principal amount and/or accreted value, as the case may be, of all Other Pari Passu Debt outstanding at the time of the applicable Asset Sale Offer with respect to which Mediacom or any Restricted Subsidiary is required to use the applicable Available Asset Sale Proceeds to offer to repay or make an offer to purchase or repay.

"Other Permitted Liens" means (i) Liens imposed by law, such as carriers', warehousemen's and mechanics' liens and other similar liens arising in the ordinary course of business which secure payment of obligations that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and for which an appropriate reserve or provision shall have been made in accordance with generally accepted accounting principles consistently applied; (ii) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and for which an appropriate reserve or provision shall have been made in accordance with generally accepted accounting principles consistently applied; (iii) easements, rights of way, and other restrictions on use of property or minor imperfections of title that in the aggregate are not material in amount and do not in any case materially detract from the property subject thereto or interfere with the ordinary conduct of the business of Mediacom or its Subsidiaries; (iv) Liens related to Capitalized Lease Obligations, mortgage financings or purchase money obligations (including refinancings thereof), in each case Incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment used in the business of Mediacom or any Restricted Subsidiary or a Related Business, provided that any such Lien encumbers only the asset or assets so financed, purchased, constructed or improved; (v) Liens resulting from the pledge by Mediacom of Equity Interests in a Restricted Subsidiary in connection with a Subsidiary Credit Facility or a Future Subsidiary Credit Facility or in an Unrestricted Subsidiary in any circumstance, in each such case where recourse to Mediacom is limited to the value of the Equity Interests so pledged; (vi) Liens resulting from the pledge by Mediacom of intercompany indebtedness owed to Mediacom in connection with a Subsidiary Credit Facility or a Future Subsidiary Credit Facility; (vii) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security; (viii) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds, deposits to secure the performance of bids, trade contracts, government contracts, leases or licenses or other obligations of a like nature incurred in the ordinary course of business (including without limitation, landlord Liens on leased properties); (ix) leases or subleases granted to third Persons not interfering with the ordinary course of business of Mediacom; (x) deposits made in the ordinary course of business to secure liability to insurance carriers; (xi) Liens securing reimbursement obligations with respect to letters of credit which encumber documents

and other property relating to such letters of credit and the products and proceeds thereof; (xii) Liens on the assets of Mediacom to secure hedging agreements with respect to Indebtedness permitted by this Indenture to be Incurred; (xiii) attachment or judgment Liens not giving rise to a Default or an Event of Default; (xiv) any interest or title of a lessor under any capital lease or operating lease; and (xv) Liens resulting from the pledge of "Unfunded Capital Commitments" (as defined in the Operating Agreement) securing the repayment of Indebtedness in respect of reimbursement obligations for letters of credit given in connection with or in contemplation of the acquisition of a Related Business.

"Paying Agent" means an office or agency maintained by the Issuers within the City and State of New York where Notes may be presented for payment.

"Permitted Holder" means (i) Rocco B. Commisso or his spouse or siblings, any of their lineal descendants and their spouses, (ii) any controlled Affiliate of any individual described in clause (i) above, (iii) in the event of the death or incompetence of any individual described in clause (i) above, such Person's estate, executor, administrator, committee or other personal representative, in each case who at any particular date will beneficially own or have the right to acquire, directly or indirectly, Equity Interests of Mediacom, (iv) any trust or trusts created for the benefit of each Person described in this definition, including any trust for the benefit of the parents or siblings of any individual described in clause (i) above, (v) any trust for the benefit of any such trust, (vi) any of the holders of Equity Interests in Mediacom on the date of this Indenture, or (vii) any of the Affiliates of any Person described in clause (vi) above.

"Permitted Investments" means (i) Cash Equivalents; (ii) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits; (iii) the extension of credit to vendors, suppliers and customers in the ordinary course of business; (iv) Investments existing as of the date of this Indenture, and any amendment, modification, extension or renewal thereof to the extent such amendment, modification, extension or renewal does not require Mediacom or any Restricted Subsidiary to make any additional cash or non-cash payments or provide additional services in connection therewith; (v) Hedging Agreements; (vi) any Investment for which the sole consideration provided is Equity Interests (other than Disqualified Equity Interests) of Mediacom; (vii) any Investment consisting of a guarantee permitted under clause (e) of the second paragraph of Section 1008; (viii) Investments in Mediacom, in any Wholly Owned Restricted Subsidiary or in any Controlled Subsidiary or any Person that, as a result of or in connection with such Investment, becomes a Wholly Owned Restricted Subsidiary or a Controlled Subsidiary or is merged with or into or consolidated with Mediacom or a Wholly Owned Restricted Subsidiary or a Controlled Subsidiary; (ix) loans and advances to officers, directors and employees of Mediacom and the Restricted Subsidiaries for business-related travel expenses, moving expenses and other similar expenses in each case incurred in the ordinary course of business; (x) any acquisition of assets solely in exchange for the issuance of Equity Interests (other than Disqualified Equity Interests) of Mediacom; (xi) Related Business Investments; and (xii) other Investments made pursuant to this clause (xii) at any time, and from time to time, after the date of this Indenture, in addition to any Permitted Investments described in clauses (i) through (xi) above, in an aggregate amount at any one time outstanding not to exceed $10,000,000.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or agency or political subdivision thereof or any other entity.

"Preferred Equity Interest" means, in any Person, an Equity Interest of any class or classes, however designated, which is preferred as to the payment of dividends or distributions, or as to

the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over Equity Interests of any other class in such Person.

"Private Exchange" means the issuance by the Issuers of a like amount of Private Exchange Notes in exchange for Initial Notes or Additional Notes held by a Holder which holds Initial Notes or Additional Notes acquired by it that have, or that are reasonably likely to have, the status of an unsold allotment in an initial distribution, or which is not entitled to participate in the Exchange Offer, pursuant to the Registration Rights Agreement or similar agreement with respect to the Additional Notes.

"Private Exchange Notes" means the Issuers' 7 7/8% Senior Notes due 2011, if and when issued pursuant to a Private Exchange for Initial Notes or Additional Notes.

"Productive Assets" means assets of a kind used or useable by Mediacom and the Restricted Subsidiaries in any Related Business and specifically includes assets acquired through Asset Acquisitions (it being understood that "assets" may include Equity Interests of a Person that owns such Productive Assets, provided that after giving effect to such transaction, such Person would be a Restricted Subsidiary).

"QIB" shall have the meaning ascribed thereto under Rule 144A of the Securities Act.

"Redemption Date" shall have the meaning ascribed thereto in Section 1103.

"Registration Rights Agreement" means the Exchange and Registration Rights Agreement dated as of February 26, 1999 among Mediacom, Mediacom Capital and Chase Securities Inc.

"Regular Record Date" means, with respect to any Interest Payment Date, the February 1 or August 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

"Regulatory Equity Interest Repurchase" shall have the meaning ascribed thereto in Section 1007.

"Reinvestment Date" shall have the meaning ascribed thereto in Section 1013.

"Related Business" means a cable television, media and communications, telecommunications or data transmission business, and businesses ancillary, complementary or reasonably related thereto, and reasonable extensions thereof.

"Related Business Investment" means (i) any capital expenditure or Investment, in each case related to the business of Mediacom and its Restricted Subsidiaries as conducted on the date of this Indenture and as such business may thereafter evolve in the fields of Related Businesses, (ii) any Investment in any other Person primarily engaged in a Related Business and (iii) any customary deposits or earnest money payments made by Mediacom or any Restricted Subsidiary in connection with or in contemplation of the acquisition of a Related Business.

"Required Filing Dates" shall have the meaning ascribed thereto in Section 1014.

"Restricted Payment" means (i) any dividend (whether made in cash, property or securities) on or with respect to any Equity Interests of Mediacom or of any Restricted Subsidiary (other than with respect to Disqualified Equity Interests and other than any dividend made to Mediacom or another Restricted Subsidiary or any dividend payable in Equity Interests of Mediacom or any Restricted

Subsidiary); or (ii) any distribution (whether made in cash, property or securities) on or with respect to any Equity Interests of Mediacom or of any Restricted Subsidiary (other than with respect to Disqualified Equity Interests and other than any distribution made to Mediacom or another Restricted Subsidiary or any distribution payable in Equity Interests of Mediacom or any Restricted Subsidiary); or (iii) any redemption, repurchase, retirement or other direct or indirect acquisition of any Equity Interests of Mediacom (other than Disqualified Equity Interests), or any warrants, rights or options to purchase or acquire any such Equity Interests or any securities exchangeable for or convertible into any such Equity Interests; or (iv) any redemption, repurchase, retirement or other direct or indirect acquisition for value or other payment of principal, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, of any Subordinated Obligations; or (v) any Investment (other than a Permitted Investment).

"Restricted Subsidiary" means any Subsidiary of Mediacom that has not been designated by the Executive Committee of Mediacom by a Committee Resolution delivered to the Trustee as an Unrestricted Subsidiary pursuant to Section 1018. Any such designation may be revoked by a Committee Resolution delivered to the Trustee, subject to the provisions of such covenant.

"Restricted Subsidiary Guarantee" shall have the meaning ascribed thereto in Section 1017.

"Revocation" shall have the meaning ascribed thereto in Section 1018.

"S&P" means Standard & Poor's Ratings Group.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shelf Registration Statement" has the meaning ascribed thereto in the Registration Rights Agreement.

"Significant Subsidiary" means any Restricted Subsidiary which at the time of determination had (A) total assets which, as of the date of Mediacom's most recent quarterly consolidated balance sheet, constituted at least 10% of Mediacom's total assets on a consolidated basis as of such date, or (B) revenues for the three-month period ending on the date of Mediacom's most recent quarterly consolidated statement of income which constituted at least 10% of Mediacom's total revenues on a consolidated basis for such period, or (C) Subsidiary Operating Cash Flow for the three-month period ending on the date of Mediacom's most recent quarterly consolidated statement of income which constituted at least 10% of Mediacom's total Operating Cash Flow on a consolidated basis for such period.

"Southeast Credit Facility" means the $225,000,000 senior credit facility dated as of January 23, 1998 among Mediacom Southeast, the lenders party thereto and The Chase Manhattan Bank, as administrative agent, as amended and restated through the date of this Indenture.

"Specified Action" shall have the meaning ascribed thereto in Section 1010.

"Specified Affilate Transaction" shall have the meaning ascribed thereto in Section 1009.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision.

"Subordinated Obligations" means, with respect to either of the Issuers, any Indebtedness of either of the Issuers which is expressly subordinated in right of payment to the Notes.

"Subsidiary" means a Person the majority of whose voting stock, membership interests or other Voting Equity Interests is or are owned by Mediacom or a Subsidiary. Voting stock in a corporation is Equity Interests having voting power under ordinary circumstances to elect directors.

"Subsidiary Credit Facilities" means the Southeast Credit Facility and the Western Credit Facility, together with all loan documents and instruments thereunder (including, without limitation, any guarantee agreements and security documents), including any amendment (including any amendment and restatement), modification or supplement thereto or any refinancing, refunding, deferral, renewal, extension or replacement thereof (including, in any such case and without limitation, adding or removing Subsidiaries of Mediacom as borrowers or guarantors thereunder), whether by the same or any other lender or group of lenders, pursuant to which (i) an aggregate amount of Indebtedness up to $325,000,000 may be Incurred pursuant to clause (c)(i) of the second paragraph of Section 1008 and (ii) any additional amount of Indebtedness in excess of $325,000,000 may be Incurred pursuant to the first paragraph or pursuant to clause (c)(ii) or any other applicable clause (other than clause (c)(i)) of the second paragraph of Section 1008.

"Subsidiary Operating Cash Flow" means, with respect to any Subsidiary for any period, the "Operating Cash Flow" of such Subsidiary and its Subsidiaries for such period determined by utilizing all of the elements of the definition of "Operating Cash Flow" in this Indenture, including the defined terms used in such definition, consistently applied only to such Subsidiary and its Subsidiaries on a consolidated basis for such period.

"Successor Company" shall have the meaning ascribed thereto in Section 801.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. (S)(S) 77aaa-77bbbb) as in effect on the date of this Indenture.

"Trust Officer" means an officer of the Trustee assigned by the Trustee to administer its corporate trust matters or to any other officer of the Trustee to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Trustee" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

"Unrestricted Subsidiary" means any Subsidiary of Mediacom designated as such pursuant to the provisions of Section 1018, and any Subsidiary of an Unrestricted Subsidiary. Any such designation may be revoked by a Committee Resolution delivered to the Trustee, subject to the provisions of such covenant.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"Voting Equity Interests" means Equity Interests in any Person with voting power under ordinary circumstances entitling the holders thereof to elect the Executive Committee, the board of managers, board of directors or other governing body of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payment of principal, including payment of final maturity, in respect thereof by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (ii) the then outstanding aggregate principal amount of such Indebtedness.

"Western Credit Facility" means the $100,000,000 senior credit facility dated as of June 24, 1997 among Mediacom California, Mediacom Arizona and Mediacom Delaware, the lenders party thereto, and The Chase Manhattan Bank, as administrative agent, as amended and restated through the date of this Indenture.

"Wholly Owned Restricted Subsidiary" means a Restricted Subsidiary 99% or more of the outstanding Equity Interests of which (other than Equity Interests constituting directors' qualifying shares to the extent mandated by applicable law) are owned by Mediacom or by one or more Wholly Owned Restricted Subsidiaries or by Mediacom and one or more Wholly Owned Restricted Subsidiaries.

SECTION 102. Compliance Certificates and Opinions.

Upon any application or request by the Issuers (an "Issuers' Request") to the Trustee to take any action under any provision of this Indenture, the Issuers and any other obligor on the Notes shall furnish to the Trustee an Officers' Certificate in form and substance reasonably acceptable to the Trustee stating that all conditions precedent, if any, provided for in this Indenture (including any covenant compliance with which constitutes a condition precedent) relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (including certificates provided pursuant to Section 1016(a)) shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual or such firm, he or it has made such examination or investigation as is necessary to enable him or it to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 103. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Issuers or any other obligor on the Notes may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuers or any other obligor on the Notes stating that the information with respect to such factual matters is in the possession of the Issuers or any other obligor on the Notes unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 104. Acts of Holders.

(i) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Issuers. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuers, if made in the manner provided in this Section 104.

(ii) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(iii) The principal amount and serial numbers of Notes held by any Person, and the date of holding the same, shall be proved by the Note Register.

(iv) If the Issuers shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Issuers may, at their option, by or pursuant to a

Committee Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Issuers shall have no obligation to do so. Notwithstanding TIA (S) 316(c), such record date shall be the record date specified in or pursuant to such Committee Resolution, which shall be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the outstanding Notes shall be computed as of such record date; provided that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

(v) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof (including in accordance with Section 310) in respect of anything done, omitted or suffered to be done by the Trustee, any Paying Agent or the Issuers in reliance thereon, whether or not notation of such action is made upon such Note.

SECTION 105. Notices, Etc., to Trustee and the Issuers.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Issuers or any other obligor on the Notes shall be sufficient for every purpose hereunder if made, given, furnished or delivered in writing and mailed, first-class postage prepaid, or delivered by recognized overnight courier, to or with the Trustee and received at its Corporate Trust Office, Attention: Corporate Trust Administration, or

(2) the Issuers by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or delivered, in writing, or mailed, first-class postage prepaid, or delivered by recognized overnight courier, to the Issuers addressed to it and received at the address of its principal office specified in the first paragraph of this Indenture, or at any other address previously furnished in writing to the Trustee by the Issuers.

SECTION 106. Notice to Holders; Waiver.

Where this Indenture provides for notice of any event to Holders by the Issuers or the Trustee, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder, at his address as it appears in the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Any notice mailed to a Holder in the manner herein prescribed shall be conclusively deemed to have been received by such Holder, whether or not such Holder actually receives such notice. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before

or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of or irregularities in regular mail service or by reason of any other cause, it shall be impracticable to mail notice of any event to Holders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice for every purpose hereunder.

If the Issuers mail any notice or communication to any Holder, they shall mail a copy to the Trustee at the same time.

SECTION 107. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 108. Successors and Assigns.

All covenants and agreements in this Indenture by the Issuers shall bind each of their successors and assigns, whether so expressed or not.

SECTION 109. Separability Clause.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 110. Benefits of Indenture.

Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, (other than the parties hereto, any agent and their successors hereunder and each of the Holders) any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 111. Governing Law.

THIS INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK EXCLUDING (TO THE GREATEST EXTENT PERMISSIBLE BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. UPON THE ISSUANCE OF THE EXCHANGE NOTES OR THE EFFECTIVENESS OF THE SHELF REGISTRATION STATEMENT, THIS INDENTURE SHALL BE SUBJECT TO THE PROVISIONS OF THE TRUST INDENTURE ACT THAT ARE REQUIRED TO BE PART OF THIS INDENTURE AND SHALL, TO THE EXTENT APPLICABLE, BE GOVERNED BY SUCH PROVISIONS. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE U.S. FEDERAL COURTS, IN EACH CASE SITTING IN THE BOROUGH OF MANHATTAN, AND WAIVES ANY OBJECTION AS TO VENUE OR FORUM NON CONVENIENS.

SECTION 112. Legal Holidays.

In any case where any interest payment date, any date established for payment of Defaulted Interest pursuant to Section 311 or redemption date or Stated Maturity of any Note shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Notes) payment of principal (or premium, if any) or interest need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the interest payment date or date established for payment of Defaulted Interest pursuant to Section 311, Redemption Date, or at the Stated Maturity or maturity; provided that no interest shall accrue for the period from and after such interest payment date, redemption date or date established for payment of Defaulted Interest pursuant to Section 311, Stated Maturity or maturity, as the case may be, to the next succeeding Business Day.

SECTION 113. No Personal Liability of Directors, Officers, Employees, Stockholders or Incorporators.

No manager, director, officer, employee, member, shareholder, partner or incorporator of either Issuer or any Subsidiary, as such, shall have any liability for any obligations of the Issuers under the Notes, this Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.

SECTION 114. Counterparts.

This Indenture may be signed in any number of counterparts each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Indenture.

SECTION 115. Communications by Holders with Other Holders.

Holders may communicate pursuant to TIA (S) 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuers, the Trustee, the Note Registrar and anyone else shall have the protection of TIA (S) 312(c).

ARTICLE TWO.
NOTE FORMS

SECTION 201. Forms Generally.

The Notes and the Trustee's certificate of authentication shall be in substantially the forms set forth in this Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with applicable laws or the rules of any securities exchange or Depositary or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note. Each Note shall be dated the date of its authentication.

Initial Notes offered and sold to qualified institutional buyers (as defined in Rule 144A under the Securities Act) in the United States of America ("Rule 144A Note") shall be issued on the Issue

Date, and Additional Notes offered and sold to qualified institutional buyers in the United States of America shall be issued, in the form of a permanent global Note, without interest coupons, substantially in the form set forth in Sections 203 and 204 (the "Rule 144A Global Note") deposited with the Trustee, as custodian for the Depositary, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided. The Rule 144A Global Note may be represented by more than one certificate, if so required by the Depositary's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Rule 144A Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

Initial Notes offered and sold in offshore transactions to Non-U.S. Persons ("Regulation S Note") in reliance on Regulation S shall be issued on the Issue Date, and Additional Notes offered and sold in offshore transactions to Non-U.S. Persons in reliance on Regulation S shall be issued, in the form of a global Note, without interest coupons, substantially in the form set forth in Sections 203 and 204 (the "Regulation S Global Note"). The Regulation S Global Note will be deposited with the Trustee, as custodian for the Depositary, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided. The Regulation S Global Note may be represented by more than one certificate, if so required by the Depositary's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Regulation S Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

Initial Notes offered and sold to institutional "accredited investors" (as defined in Rule 501(a)(1), (2), (3) and (7) under the Securities Act) in the United States of America ("Institutional Accredited Investor Note") shall be issued, and Additional Notes offered and sold to institutional accredited investors in the United States of America shall be issued, in the form of a permanent global Note substantially in the form set forth in Sections 203 and 204 (a "Institutional Accredited Investor Global Note") deposited with the Trustee, as custodian for the Depositary, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided. The Institutional Accredited Investor Global Note may be represented by more than one certificate, if so required by the Depositary's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Institutional Accredited Investor Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

The Rule 144A Global Note, the Regulation S Global Note and the Institutional Accredited Investor Global Note are sometimes collectively herein referred to as the "Global Notes."

The definitive Notes shall be printed, lithographed or engraved on steel-engraved borders or may be produced in any other manner, all as determined by the officers of the Issuers executing such Notes, as evidenced by their execution of such Notes.

SECTION 202. Restrictive Legends.

Unless and until (i) an Initial Note or Additional Note is sold under an effective Registration Statement or (ii) an Initial Note or Additional Note is exchanged for an Exchange Note in connection with an effective Registration Statement, in each case pursuant to the Registration Rights Agreement, such Rule 144A Global Note and the Institutional Accredited Investor Global Note shall bear the following legend (the "Private Placement Legend") on the face thereof:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUERS OR ANY AFFILIATE OF THE ISSUERS WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE ISSUERS, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF SECTION 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF $250,000 OF SUCH SECURITIES, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUERS' AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D), (E) OR (F) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN THE CASE OF ANY OF THE FOREGOING CLAUSES (A) THROUGH (F), A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE ISSUERS AND THE TRUSTEE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

The Regulation S Global Note shall bear the following legend on the face thereof:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED

STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION, (2) BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUERS OR ANY AFFILIATE OF THE ISSUERS WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE ISSUERS, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF SECTION 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL "ACCREDITED INVESTOR", IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF $250,000 OF SUCH SECURITIES, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUERS' AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D), (E) OR (F) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN THE CASE ANY OF THE FOREGOING CLAUSES (A) THROUGH (F), A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE ISSUERS AND THE TRUSTEE. THIS LEGEND WILL BE REMOVED AFTER 40 CONSECUTIVE DAYS BEGINNING ON AND INCLUDING THE LATER OF (A) THE DAY ON WHICH THE SECURITIES ARE OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN REGULATION S) AND (B) THE DATE OF THE CLOSING OF THE ORIGINAL OFFERING. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION", "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

The Global Notes, whether or not an Initial Note or Additional Note, shall also bear the following legend on the face thereof:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTIONS 306 AND 307 OF THE INDENTURE.

SECTION 203. Form of Note.

7 7/8% Senior Notes due 2011

No. ___ Principal Amount at Maturity $_____
CUSIP NO._____

Mediacom LLC, a New York limited liability company, and Mediacom Capital Corporation, a New York corporation, as joint and several obligors promise to pay to _____, or registered assigns, the principal sum of _____ Dollars on February 15, 2011.

Interest Payment Dates: February 15 and August 15

Record Dates: February 1 and August 1

This Note shall bear interest from February 26, 1999 through February 15, 2011.

Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS WHEREOF, the Issuers have caused this Note to be signed manually or by facsimile by its authorized Officers.

Dated: _____, ____

MEDIACOM LLC

By:

Name:
Title:

By:

Name:
Title:

MEDIACOM CAPITAL CORPORATION

By:

Name:
Title:

By:

Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture.

BANK OF MONTREAL TRUST COMPANY,
as Trustee

By:

Authorized Signature

[FORM OF REVERSE SIDE OF SENIOR NOTE]

7 7/8% Senior Notes due 2011

1. Interest

Mediacom LLC, a New York limited liability company, and Mediacom Capital Corporation, a New York corporation (such entities, and their successors and assigns under the Indenture hereinafter referred to, being herein called the "Issuers"), jointly and severally promise to pay interest on the principal amount of this Note as described below.

Interest on the Senior Notes due 2011 (the "Notes") will accrue at a rate of 7 7/8% per annum, payable semiannually, to Holders of record on each February 1 or August 1 immediately preceding the interest payment date on February 15 and August 15 of each year, commencing August 15, 1999. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. Method of Payment

By at least 10:00 a.m. (New York City time) on the date on which any principal of or interest on the Notes is due and payable, the Issuers shall irrevocably deposit with the Trustee or the Paying Agent money sufficient to pay such principal, premium, if any, and/or interest. The Issuers will pay interest (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the February 1 or August 1 next preceding the interest payment date even if the Notes are cancelled, repurchased or redeemed after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuers will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Issuers may pay interest by check payable in such money. The Issuers may mail an interest check to a Holder's registered address; provided that all payments with respect to global Notes and certificated Notes the Holders of which have given written wire transfer instructions to the Trustee by no later than five business days prior to the relevant payment date shall be required to be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof.

3. Trustee, Paying Agent and Registrar

Initially, Bank of Montreal Trust Company, a New York trust company ("Trustee"), will act as Trustee, Paying Agent and Note Registrar. The Issuers may appoint and change any Paying Agent, Note Registrar or co-registrar without notice to any Noteholder.

4. Indenture

The Issuers issued the Notes under an Indenture dated as of February 26, 1999 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuers and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. (S)(S) 77aaa-77bbbb) (the "TIA"). Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Noteholders are referred to the Indenture and the TIA for a statement of those terms.

The Notes are unsecured senior obligations of the Issuers limited to $125,000,000 aggregate principal amount at maturity, except for Notes authenticated and delivered upon registration of transfer of,

or in exchange for, or in lieu of, other Notes pursuant to Section 304, 305, 306, 307, 310, 906, 1012, 1013 or 1108 or pursuant to an Exchange Offer or Private Exchange Offer, and, subject to compliance with the covenants contained in this Indenture, including Section 1008 as a new Incurrence of Indebtedness by the Issuers, up to $250,000,000 aggregate principal amount of Additional Notes having substantially identical terms and conditions as the Initial Notes. This Note is one of the [Initial]/1/ Notes referred to in the Indenture. The Notes include the Notes and any Exchange Notes or Private Exchange Notes issued in exchange for the Initial Notes or Additional Notes pursuant to the Indenture. The Initial Notes, the Additional Notes, the Exchange Notes and the Private Exchange Notes are treated as a single class of securities under the Indenture. The Indenture imposes certain limitations on the Incurrence of Indebtedness by the Issuers, and the Issuers' Restricted Subsidiaries, the payment of dividends on, and the purchase or redemption of Equity Interests of Mediacom and its Restricted Subsidiaries, the sale or transfer of assets, investments of Mediacom and its Restricted Subsidiaries and transactions with Affiliates. In addition, the Indenture limits the ability of Mediacom and its Restricted Subsidiaries to restrict distributions and dividends from Restricted Subsidiaries.

5. Optional Redemption

Except as set forth below, the Notes are not redeemable prior to February 15, 2006. Thereafter, the Notes will be redeemable, in whole or in part, from time to time at the option of the Issuers, on not less than 30 and not more than 60 days' notice prior to the redemption date by first class mail to each holder of Notes to be redeemed at such holder's address appearing in the Note Register maintained by the Note Registrar at the following redemption prices (expressed as percentages of principal amount) if redeemed during the twelve-month period beginning with February 15 in the year indicated below, in each case together with accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of redemption:

Period	Redemption Price
2006.....	103.938%
2007.....	101.969%
2008 and thereafter.....	100.000%

In addition, at any time and from time to time, on or prior to February 15, 2002, the Issuers may redeem up to 35% of the original principal amount of Notes (calculated to give effect to any issuance of Additional Notes) with the Net Cash Proceeds of one or more Equity Offerings of Mediacom, at a redemption price in cash equal to 107.875% of the principal to be redeemed plus accrued and unpaid interest and Liquidated Damages, if any, to the date of redemption; provided that at least 65% of the original principal amount of the Notes (as so calculated) remains outstanding after each such redemption. Any such redemption will be required to occur within 90 days following the closing of any such Equity Offering.

6. Selection

If fewer than all the Notes are to be redeemed, the Trustee will select the Notes to be redeemed, if the Notes are listed on a national securities exchange, in accordance with the rules of such exchange or, if the Notes are not so listed, on a pro rata basis or by lot or by such other method that the Trustee deems to be fair and equitable to holders. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed and a new Note

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/1/ Include only for the Initial Notes or Additional Notes.

or Notes in principal amount equal to the unredeemed principal portion thereof will be issued; provided, that no Notes of a principal amount of $1,000 or less shall be redeemed in part. On and after the redemption date, interest will cease to accrue on Notes or portions thereof called for redemption as long as the Issuers have deposited with the Paying Agent for the Notes funds in satisfaction of the applicable redemption price pursuant to the Indenture.

7. Change of Control

Upon the occurrence of a Change Control, each holder of Notes shall have the right to require the Issuers to repurchase all or any part of such Holder's Notes pursuant to a Change of Control Offer at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest and Liquidated Damages, if any, to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

8. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of principal amount of $1,000 and whole multiples of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. The Note Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Note Registrar need not register the transfer of or exchange of (i) any Note selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) for a period beginning 15 days before a selection of Notes to be redeemed and ending on the date of such selection or (ii) any Notes for a period beginning 15 days before an interest payment date and ending on such interest payment date.

9. Persons Deemed Owners

The registered holder of this Note may be treated as the owner of it for all purposes.

10. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Issuers at their request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Issuers and not to the Trustee for payment.

11. Defeasance

Subject to certain conditions set forth in the Indenture, the Issuers at any time may terminate some or all of their obligations under the Notes and the Indenture if the Issuers deposit with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be. The Issuers in their sole discretion can defease the Notes.

12. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture, the Notes or the Restricted Subsidiary Guarantees may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and (ii) any default or noncompliance with any provision may be waived with the consent of the Holders of a majority in principal amount of the outstanding Notes. Without the consent of any Noteholder, the Issuers and the

Trustee may amend the Indenture or the Notes to cure any ambiguity, omission, defect or inconsistency, or to comply with Article 8 of the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes or to add guarantees with respect to the Notes or to secure the Notes, or to add additional covenants or surrender rights and powers conferred on the Issuers, or to comply with any request of the SEC in connection with qualifying the Indenture under the Act, or to make any change that does not adversely affect the rights of any Noteholder.

13. Defaults and Remedies

Under the Indenture, Events of Default include (i) a default in the payment of principal of, or premium, if any, on the Notes when due at their Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise, (ii) a default in any payment of interest or Liquidated Damages, if any, on the Notes when due, continued for 30 days, (iii) the failure by either of the Issuers or the Guarantors to comply for 60 days after written notice by holders of not less than 25% in principal amount of the Notes then outstanding with any other covenant, representation, warranty or other agreement contained in the Indenture or the Notes, (iv) default in the payment at maturity (continued for the longer of any applicable grace period or 30 days) of any Indebtedness aggregating $15,000,000 or more of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom which, if merged into each other, would constitute a Significant Subsidiary, or the acceleration of any such Indebtedness which default shall not be cured or waived, or such acceleration shall not be rescinded or annulled, within 30 days after written notice by the holders of not less than 25% in principal amount of the Notes then outstanding or (v) any final judgment or judgments for the payment of money in excess of $15,000,000 (net of amounts covered by insurance) is rendered against the Issuers or a Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom, which, if merged into each other, would constitute a Significant Subsidiary, and such judgment or judgments remain undischarged for any period of 60 consecutive days, during which a stay of enforcement of such judgment shall not be in effect. Certain events of bankruptcy or insolvency are Events of Default which will result in the Notes being due and payable immediately upon the occurrence of such Events of Default. The failure by any Restricted Subsidiary Guarantee to be in full force and effect (except as contemplated by the terms thereof) or any Guarantor to deny or disaffirm its obligations under the Indenture or any Restricted Subsidiary Guarantee shall also be an Event of Default.

If an Event of Default occurs and is continuing (other than an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization), the Trustee or the Holders of not less than 25% in principal amount of the outstanding Notes may declare the principal of and accrued and unpaid interest, if any, on all the Notes to be due and payable immediately. Upon such a declaration, such principal and accrued and unpaid interest shall be due and payable immediately. Under certain circumstances, the holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences. Notwithstanding the foregoing, in the case of an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization, all outstanding Notes shall be due and payable immediately without further action or notice.

Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Noteholders notice of any continuing Default or Event of Default (except a Default or Event of Default in payment of principal interest) if it determines that withholding notice is in their interest.

14. Trustee Dealings with the Issuers

Subject to certain limitations set forth in the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuers or their affiliates and may otherwise deal with the Issuers or their affiliates with the same rights it would have if it were not Trustee.

15. No Recourse Against Others

A manager, director, officer, employee, member, shareholder, partner or incorporator of either Issuer or any Subsidiary, as such, shall not have any liability for any obligations of the Issuers under the Notes or the Indenture or for any claim based on, in respect of or by reason of, such obligations or their creation. By accepting a Note, each Noteholder waives and releases all such liability.

16. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent acting on its behalf) manually signs the certificate of authentication on the other side of this Note.

[17. Registration Rights

The Holder of this Initial Note is entitled to the benefits of the Exchange and Registration Rights Agreement, dated as of February 26, 1999 (the "Registration Rights Agreement"), among the Issuers and the initial purchaser named therein.]/2/

18. Abbreviations

Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entirety), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (=Uniform Gift to Minors Act).

19. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP numbers to be printed on the Notes and have directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Noteholders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

20. Governing Law

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK EXCLUDING (TO THE GREATEST EXTENT PERMISSIBLE BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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/2/ Include only for the Initial Notes.

21. Restricted Subsidiary Guarantees.

This Note may after the date hereof be entitled to certain Restricted Subsidiary Guarantees made for the benefit of the Holders. Reference is hereby made to the Indenture for the terms of any Restricted Subsidiary Guarantee.

Mediacom will furnish to any Noteholder upon written request and without charge to the Noteholder a copy of the Indenture. Requests may be made to:

Mediacom LLC
100 Crystal Run Road
Middletown, New York 10941
Attention: Rocco B. Commisso

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuers. The agent may substitute another to act for him.

- ---

Date: _____ Your Signature: _____

Signature Guarantee: _____

(Signature must be guaranteed)

- ---

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in the Securities Transfer Agents Medallion Program ("STAMP") or such other signature guarantee medallion program as may be approved by the Note Registrar in addition to or substitution for, STAMP), pursuant to SEC Rule 17Ad-15.

[In connection with any transfer or exchange of any of the Notes evidenced by this certificate occurring prior to the date that is two years after the later of the date of original issuance of such Notes and the last date, if any, on which such Notes were owned by the Issuers or any Affiliate of the Issuers, the undersigned confirms that such Notes are being:

CHECK ONE BOX BELOW:

1[ ] acquired for the undersigned's own account, without transfer; or

2[ ] transferred to the Issuers; or

3[ ] transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or

4[ ] transferred pursuant to an effective registration statement under the Securities Act of 1933; or

5[ ] transferred pursuant to and in compliance with Regulation S under the Securities Act of 1933; or

6[ ] transferred to an institutional "accredited investor" (as defined in Rule 501 (a)(1), (2), (3) or (7) under the Securities Act of 1933), that has furnished to the Trustee a signed letter containing certain representations and agreements (the form of which letter appears as Section 308 of the Indenture); or

7[ ] transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee may refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof; provided, however, that if box (5), (6) or (7) is checked, the Trustee or the Issuers may require, prior to registering any such transfer of the Notes, in their sole discretion, such legal opinions, certifications and other information as the Trustee or the Issuers may reasonably request to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 under such Act.

_____
Signature

Signature Guarantee:

_____

(Signature must be guaranteed)

_____

Signature

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions) with membership in the Securities Transfer Agents Medallion Program ("STAMP") or such other signature guarantee medallion program as may be approved by the Note Registrar in addition to or substitution for STAMP, pursuant to SEC Rule 17Ad-15.]/3/

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/3/ Include only for the Initial Notes, Additional Notes and Private Exchange Notes.

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Notes custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuers pursuant to Section 1012 or 1013 of the Indenture, check the box:

[ ]

If you want to elect to have only part of this Note purchased by the Issuers pursuant to Section 1012 or 1013 of the Indenture, state the amount in principal amount (must be integral multiple of $1,000): $_____.

Date: _____ Your Signature _____
(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions) with membership in the Securities Transfer Agents Medallion Program ("STAMP") or such other signature guarantee medallion program as may be approved by the Note Registrar in addition to or substitution for STAMP, pursuant to SEC Rule 17Ad-15.

SECTION 204. Form of Trustee's Certificate of Authentication.

The Trustee's certificate of authentication shall be in substantially the following form:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION.

This is one of the Notes referred to in the within-mentioned Indenture.

Bank of Montreal Trust Company, as Trustee

By_____
Authorized Signature

ARTICLE THREE.

THE NOTES

SECTION 301. Title and Terms.

The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture is limited to $125,000,000 aggregate principal amount at maturity of Initial Notes, except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 304, 305, 306, 307, 310, 906, 1012, 1013 or 1108, pursuant to an Exchange Offer or pursuant to a Private Exchange Offer, and, subject to compliance with the covenants contained in this Indenture, including Section 1008 as a new Incurrence of Indebtedness by the Issuers, up to $250,000,000 aggregate principal amount of additional Notes (the "Additional Notes") having substantially identical terms and conditions to the Initial Notes. Any Additional Notes shall constitute part of the same issue as the Initial Notes offered on the date of this Indenture.

The Initial Notes and the Additional Notes shall be known and designated as the "7 7/8% Senior Notes due 2011," and the Exchange Notes shall be known and designated as the "7 7/8% Senior Notes due 2011," in each case, of the Issuers. The Notes will initially be issued in an aggregate principal amount of $125,000,000 with a Stated Maturity of February 15, 2011. Interest on the Notes will accrue at a rate per annum of 7 7/8% and will be payable semiannually in cash and in arrears to the Holders of record on each February 1 or August 1 immediately preceding the interest payment date on February 15 and August 15 of each year, commencing August 15, 1999. Interest on the Notes will accrue from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from February 26, 1999. All references to the principal amount of the Notes herein are references to the principal amount at final maturity. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal thereof is paid or duly provided for Interest on any overdue principal, interest (to the extent lawful) or premium, if any, shall be payable on demand.

The principal of (and premium, if any) and interest on the Notes shall be payable at the office or agency of the Issuers maintained for such purpose in the Borough of Manhattan, The City of New York, or at such other office or agency of the Issuers as may be maintained for such purpose; provided, however, that, at the option of the Issuers, interest may be paid by check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Note Register.

Holders shall have the right to require the Issuers to purchase their Notes, in whole or in part, in the event of a Change of Control pursuant to Section 1012.

The Notes shall be subject to repurchase by the Issuers pursuant to an Excess Proceeds Offer as provided in Section 1013.

The Notes shall be redeemable as provided in Article Eleven and in the Notes.

SECTION 302. Denominations.

The Notes shall be issuable only in fully registered form, without coupons, and only in denominations of $1,000 and any integral multiple thereof.

SECTION 303. Execution, Authentication, Delivery and Dating.

The Notes shall be executed by each of the Issuers by two Officers. The signature of any Officer on the Notes may be manual or facsimile signatures of the present or any future such authorized officer and may be imprinted or otherwise reproduced on the Notes.

Notes bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuers shall bind the Issuers, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

At any time and from time to time after the execution and delivery of this Indenture, the Issuers may deliver Initial Notes or Additional Notes executed by the Issuers to the Trustee for authentication, together with an order for the authentication and delivery of such Notes (the "Authentication Order"), and the Trustee in accordance with such Authentication Order shall authenticate and deliver such Initial Notes or Additional Notes directing the Trustee to authenticate the Notes and certifying that all conditions precedent to the issuance of Notes contained herein have been fully complied with, and the Trustee in accordance with such Authentication Order shall authenticate and deliver such Initial Notes or Additional Notes. Upon receipt of the Authentication Order, the Trustee shall authenticate for original issue Exchange Notes and Private Exchange Notes; provided that such Exchange Notes and Private Exchange Notes shall be issuable only upon the valid surrender for cancellation of Initial Notes or Additional Notes of a like aggregate principal amount. The Trustee shall be entitled to receive an Officers' Certificate and an Opinion of Counsel of the Issuers that it may reasonably request in connection with such authentication of Notes. Such order shall specify the amount of Notes to be authenticated and the date on which the original issue of Initial Notes, Additional Notes, Exchange Notes or Private Exchange Notes is to be authenticated.

Each Note shall be dated the date of its authentication.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein duly executed by the Trustee by manual signature of an authorized signatory, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder and is entitled to the benefits of this Indenture.

In case either of the Issuers, pursuant to Article Eight, shall be consolidated or merged with or into any other Person or shall convey, transfer, lease or otherwise dispose of substantially all of its assets to any Person, and the successor Person resulting from such consolidation, or surviving such merger, or into which such Issuer shall have been merged, or the Person which shall have received a conveyance, transfer, lease or other disposition as aforesaid, shall have executed an indenture supplemental hereto with the Trustee pursuant to Article Eight, any of the Notes authenticated or delivered prior to such consolidation, merger, conveyance, transfer, lease or other disposition may, from time to time, at the request of the successor Person, be exchanged for other Notes executed in the name of the successor Person with such changes in phraseology and form as may be appropriate, but otherwise in substance of like tenor as the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon the Issuers' Request of the successor Person, shall authenticate and deliver Notes as specified in such request for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a successor Person pursuant to this Section 303 in exchange or substitution for or upon registration of transfer of any Notes, such successor Person, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time outstanding for Notes authenticated and delivered in such new name.

The Trustee may appoint an authenticating agent acceptable to the Issuers to authenticate Notes on behalf of the Trustee. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Note Registrar or Paying Agent to deal with the Issuers and their Affiliates hereunder.

SECTION 304. Temporary Notes.

Pending the preparation of definitive Notes, the Issuers may execute, and upon Authentication Order the Trustee shall authenticate and deliver, temporary Notes which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination. Temporary Notes shall be substantially of the tenor of the definitive Notes in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Notes may determine, as conclusively evidenced by their execution of such Notes.

If temporary Notes are issued, the Issuers will cause definitive Notes to be prepared without unreasonable delay. After the preparation of definitive Notes, the temporary Notes shall be exchangeable for definitive Notes upon surrender of the temporary Notes at the office or agency of the Issuers designated for such purpose pursuant to Section 1002, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Issuers shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits under this Indenture as definitive Notes.

SECTION 305. Registration, Registration of Transfer and Exchange.

The Issuers shall cause to be kept at the Corporate Trust Office a register (the register maintained in such office and in any other office or agency designated pursuant to Section 1002 being herein sometimes referred to as the "Note Register") in which, subject to such reasonable regulations as it may prescribe, the Issuers shall provide for the registration of Notes and of transfers of Notes. The Note Register shall be in written form or any other form capable of being converted into written form within a reasonable time. At all reasonable times, the Note Register shall be open to inspection by the Trustee. The Trustee is hereby initially appointed as security registrar (the Trustee in such capacity, together with any successor of the Trustee in such capacity, the "Note Registrar") for the purpose of registering Notes and transfers of Notes as herein provided.

Upon surrender for registration of transfer of any Note at the office or agency of the Issuers designated pursuant to Section 1002, the Issuers shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denomination or denominations of a like aggregate principal amount.

Furthermore, any Holder of a Global Note shall, by acceptance of such Global Note, agree that transfers of beneficial interest in such Global Note may be effected only through a book-entry system maintained by the Holder of such Global Note (or its agent), and that ownership of a beneficial interest in the Note shall be required to be reflected in a book entry.

At the option of the Holder, Notes may be exchanged for other Notes of any authorized denomination (not less than $1,000) and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange (including an exchange of Initial Notes or Additional Notes for Exchange Notes or Private Exchange Notes), the Issuers shall execute, and the Trustee shall authenticate and deliver, the Notes which the

Holder making the exchange is entitled to receive; provided that (i) no exchange of Initial Notes for Exchange Notes shall occur until an Exchange Offer Registration Statement shall have been declared effective by the SEC, the Trustee shall have received an Officers' Certificate confirming that the Exchange Offer Registration Statement has been declared effective by the SEC and the Initial Notes to be exchanged for the Exchange Notes shall be cancelled by the Trustee and (ii) no exchange of Additional Notes for Exchange Notes shall occur until a registration statement shall have been declared effective by the SEC, the Trustee shall have received an Officers' Certificate confirming that the registration statement has been declared effective by the SEC and the Additional Notes to be exchanged for the Exchange Notes shall be cancelled by the Trustee.

All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuers, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Issuers or the Note Registrar) be duly endorsed, or be accompanied by a written instrument of transfer, in form satisfactory to the Issuers and the Note Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange or redemption of Notes, but the Issuers may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 304, 906, 1012, or 1108, not involving any transfer.

The Note Register shall be in written form in the English language or in any other form including computerized records, capable of being converted into such form within a reasonable time.

SECTION 306. Book-Entry Provisions for Global Notes.

(a) Each Global Note initially shall (i) be registered in the name of the Depositary for such global Note or the nominee of such Depositary, (ii) be delivered to the Trustee as custodian for such Depositary and (iii) bear legends as set forth in Section 202.

Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depositary, or the Trustee as its custodian, or under the Global Note, and the Depositary may be treated by the Issuers, the Trustee and any agent of the Issuers or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuers, the Trustee or any agent of the Issuers or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or shall impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, but not in part, to the Depositary, its successors or their respective nominees. Interests of beneficial owners in a Global Note may be transferred in accordance with the rules and procedures of the Depositary and the provisions of Section 307. If required to do so pursuant to any applicable law or regulation, beneficial owners may obtain Notes in definitive form ("Certificated Notes") in exchange for their beneficial interests in a Global Note upon written request in accordance with the Depositary's and the Note Registrar's procedures. In addition, Certificated Notes shall be transferred to all beneficial owners in exchange for their beneficial interests in a Global Note if (i) the Depositary notifies the Issuers

that it is unwilling or unable to continue as Depositary for such Global Note or the Depositary ceases to be a clearing agency registered under the Exchange Act, at a time when the Depositary is required to be so registered in order to act as Depositary, and in each case a successor depositary is not appointed by the Issuers within 90 days of such notice or, (ii) the Issuers execute and deliver to the Trustee and Note Registrar an Officers' Certificate stating that such Global Note shall be so exchangeable or (iii) an Event of Default has occurred and is continuing and the Note Registrar has received a request from the Depositary.

(c) In connection with any transfer of a portion of the beneficial interest in a Global Note pursuant to subsection (b) of this Section to beneficial owners who are required to hold Certificated Notes, the Note Registrar shall reflect on its books and records the date and a decrease in the principal amount of such Global Note in an amount equal to the principal amount of the beneficial interest in the Global Note to be transferred, and the Issuers shall execute, and the Trustee shall authenticate and deliver, one or more Certificated Notes of like tenor and amount.

(d) In connection with the transfer of an entire Global Note to beneficial owners pursuant to subsection (b) of this Section, such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuers shall execute, and the Trustee shall authenticate and deliver, to each beneficial owner identified by the Depositary in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Certificated Notes of authorized denominations.

(e) Any Certificated Note delivered in exchange for an interest in a Global Note pursuant to subsection (c) or subsection (d) of this Section shall, except as otherwise provided by paragraph (c) of Section 307, bear the applicable legend regarding transfer restrictions applicable to the Certificated Note set forth in Section 202.

(f) The registered holder of a Global Note may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

SECTION 307. Special Transfer Provisions.

(a) The following provisions shall apply with respect to any proposed transfer of a Rule 144A Note or an Institutional Accredited Investor Note prior to the expiration of the Resale Restriction Termination Date (as defined in Section 202):

(i) a transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to a QIB (as defined herein) shall be made upon the representation of the transferee that it is purchasing the Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuers as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A;

(ii) a transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to an institutional accredited investor shall be made upon receipt by the Trustee or its agent of a certificate substantially in the form set forth in Section 308 from the

proposed transferee and, if requested by the Issuers or the Trustee, the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them; and

(iii) a transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to a Non-U.S. Person shall be made upon receipt by the Trustee or its agent of a certificate substantially in the form set forth in Section 309 from the transferor and, if requested by the Issuers or the Trustee, the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them.

(b) The following provisions shall apply with respect to any proposed transfer of a Regulation S Note prior to the expiration of the Distribution Compliance Period:

(i) a transfer of a Regulation S Note or a beneficial interest therein to a QIB shall be made upon the representation of the transferee that it is purchasing the Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer", within the meaning of Rule 144A under the Securities Act and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuers as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A;

(ii) a transfer of a Regulation S Note or a beneficial interest therein to an institutional accredited investor shall be made upon receipt by the Trustee or its agent of a certificate substantially in the form set forth in Section 308 from the proposed transferee and, if requested by the Issuers or the Trustee, the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them; and

(iii) a transfer of a Regulation S Note or a beneficial interest therein to a Non-U.S. Person shall be made upon receipt by the Trustee or its agent of a certificate substantially in the form set forth in Section 309 from the transferor and, if requested by the Issuers or the Trustee, receipt by the Trustee or its agent of an opinion of counsel, certification and/or other information satisfactory to each of them.

Prior to or on the expiration of the Distribution Compliance Period, beneficial interests in a Regulation S Global Note may only be held through Morgan Guaranty Trust Company of New York, Brussels Office, as operator of the Euroclear System ("Euroclear") or Cedel Bank, societe anonyme ("Cedel") (as indirect participants in DTC) or another agent member of Euroclear and Cedel acting for and on behalf of them, unless exchanged for interests in the Rule 144A Global Note or the Institutional Accredited Investor Global Note in accordance with the certification requirements hereof. During the Distribution Compliance Period, interests in the Regulation S Global Note, if any, may be exchanged for interests in the Rule 144A Global Note, the Institutional Accredited Investor Global Note or for Certificated Notes only in accordance with the requirements described in Section 201.

After the expiration of the Distribution Compliance Period, interests in the Regulation S Note may be transferred without requiring certification set forth in Section 308 or 309 or any additional certification.

(c) Private Placement Legend. Upon the transfer, exchange or replacement of Notes not bearing the Private Placement Legend, the Note Registrar shall deliver Notes that do not bear the Private Placement Legend. Upon the transfer, exchange or replacement of Notes bearing the Private

Placement Legend, the Note Registrar shall deliver only Notes that bear the Private Placement Legend unless there is delivered to the Note Registrar an Opinion of Counsel reasonably satisfactory to the Issuers and the Trustee to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

(d) General. By its acceptance of any Note bearing the Private Placement Legend, each Holder of such a Note acknowledges the restrictions on transfer of such Note set forth in this Indenture and in the Private Placement Legend and agrees that it will transfer such Note only as provided in this Indenture.

(e) The Issuers shall deliver to the Trustee an Officers' Certificate setting forth the dates on which the Distribution Compliance Period terminates.

The Note Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 306 or this Section 307. The Issuers shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Note Registrar.

(f) No Obligation of the Trustee. (i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depository or other Person with respect to any ownership interest in the Notes, with respect to the accuracy of the records of the Depository or its nominee or of any participant or member thereof or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to the registered Holders (which shall be the Depository or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note in global form shall be exercised only through the Depository subject to the applicable rules and procedures of the Depository. The Trustee may rely and shall be fully protected and indemnified pursuant to Section 607 in relying upon information furnished by the Depository with respect to any beneficial owners, its members and participants.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including without limitation any transfers between or among Depository participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation of evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 308. Form of Certificate to Be Delivered in Connection with Transfers to Institutional Accredited Investors.

[date]

MEDIACOM LLC
MEDICACOM CAPITAL CORPORATION
c/o Bank of Montreal Trust Company, as Trustee
88 Pine Street, 19th Floor
New York, New York 10005
Attention: Corporate Trust Administration

Ladies and Gentlemen:

This certificate is delivered to request a transfer of $_____ principal amount of the 7 7/8% Senior Notes due 2011 (the "Notes") of Mediacom LLC and Mediacom Capital Corporation (the "Issuers").

Upon transfer, the Notes would be registered in the name of the new beneficial owner as follows:

Name:
Address:
Taxpayer ID Number:

The undersigned represents and warrants to you that:

(1) We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the "Securities Act")), purchasing for our own account or for the account of an institutional "accredited investor" at least $250,000 principal amount of the Notes, and we are acquiring the Notes not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes and invest in or purchase securities similar to the Notes in the normal course of our business. We and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

(2) We understand that the Notes have not been registered under the Securities Act and, unless so registered, may not be sold except as permitted in the following sentence. We agree on our own behalf and on behalf of any investor account for which we are purchasing Notes to offer, sell or otherwise transfer such Notes prior to the date which is two years after the later of the date of original issue and the last date on which the Issuers or any affiliate of the Issuers was the owner of such Notes (or any predecessor thereto) (the "Resale Restriction Termination Date") only (a) to the Issuers, (b) pursuant to a registration statement that has been declared effective under the Securities Act, (c) in a transaction complying with the requirements of Rule 144A under the Securities Act ("Rule 144A"), to a person we reasonably believe is a qualified institutional buyer under Rule 144A (a "QIB") that purchases for its own account or for the account of a QIB and to whom notice is given that the transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales that occur outside the United States within the meaning of

Regulation S under the Securities Act, (e) to an institutional "accredited investor" within the meaning of Rule 501 (a)(1), (2), (3) or (7) under the Securities Act that is purchasing for its own account or for the account of such an institutional "accredited investor", in each case in a minimum principal amount of Notes of $250,000 or (f) pursuant to any other available exemption from the registration requirements of the Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of our property or the property of such investor account or accounts be at all times within our or their control and in compliance with any applicable state securities laws. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. If any resale or other transfer of the Notes is proposed to be made pursuant to clause (e) above prior to the Resale Restriction Termination Date, the transferor shall deliver a letter from the transferee substantially in the form of this letter to the Issuers and the Trustee, which shall provide, among other things, that the transferee is an institutional "accredited investor" within the meaning of Rule 501 (a)(1), (2), (3) or (7) under the Securities Act and that it is acquiring such Notes for investment purposes and not for distribution in violation of the Securities Act. Each purchaser acknowledges that the Issuers and the Trustee reserve the right prior to any offer, sale or other transfer prior to the Resale Termination Date of the Notes pursuant to clause (d), (e) or (f) above to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to the Issuers and the Trustee.

TRANSFEREE:

BY:

Upon transfer the Notes would be registered in the name of the new beneficial owner as follows:

Name	Address	Taxpayer ID
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		Number:

Very truly yours,

[Name of Transferor]

By:_____ _____
Name: Signature Medallion Guaranteed
Title:

SECTION 309. Form of Certificate to Be Delivered in Connection with Transfers Pursuant to Regulation S.

[date]

Bank of Montreal Trust Company, as Trustee
88 Pine Street, 19th Floor
New York, New York 10005
Attention: Corporate Trust Administration

Re: Mediacom LLC and Mediacom Capital Corporation (the "Issuers" 7 7/8% Senior Notes due 2011 (the "Notes")

Ladies and Gentlemen:

In connection with our proposed sale of $_____ aggregate principal amount of the Notes, we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, we represent that:

(a) the offer of the Notes was not made to a person in the United States;

(b) either (i) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (ii) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(c) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable; and

(d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

In addition, if the sale is made during a distribution compliance period and the provisions of Rule 903(c)(3) or Rule 904(c)(1) of Regulation S are applicable thereto, we confirm that such sale has been made in accordance with the applicable provisions of Rule 903(c)(3) or Rule 904(c)(1), as the case may be.

You and the Issuers are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this certificate have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By:_____ _____
Authorized Signature Signature Medallion Guaranteed

SECTION 310. Mutilated, Destroyed, Lost and Stolen Notes.

If (i) any mutilated Note is surrendered to the Trustee, or (ii) the Issuers and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, and there is delivered to the Issuers and the Trustee such security or indemnity, in each case, as may be required by them to save each of them harmless, then, in the absence of notice to the Issuers or the Trustee that such Note has been acquired by a bona fide purchaser, the Issuers shall execute and upon Authentication Order the Trustee shall authenticate and deliver, in exchange for any such mutilated Note or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuers in their discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note under this Section, the Issuers may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) in connection therewith.

Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuers and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

SECTION 311. Payment of Interest; Interest Rights Preserved.

Interest on any Note which is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the Person in whose name such Note (or one or more predecessor Notes) is registered at the close of business on the Regular Record Date for such interest at the office or agency of the Issuers maintained for such purpose pursuant to Section 1002; provided, however, that each installment of interest may at the Issuers' option be paid by (i) mailing a check for such interest, payable to or upon the written order of the Person entitled thereto pursuant to Section 312, to the address of such Person as it appears in the Note Register or (ii) wire transfer to an account located in the United States maintained by the payee.

Any interest on any Note which is payable, but is not paid when the same becomes due and payable and such nonpayment continues for a period of 30 days shall forthwith cease to be payable to the Holder on the Regular Record Date by virtue of having been such Holder, and such defaulted interest and (to the extent lawful) interest on such defaulted interest at the rate borne by the Notes (such defaulted interest and interest thereon herein collectively called "Defaulted Interest") shall be paid by the Issuers, at their election in each case, as provided in clause (a) or (b) below:

(a) The Issuers may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be

fixed in the following manner. The Issuers shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date (not less than 30 days after such notice) of the proposed payment (the "Special Interest Payment Date"), and at the same time the Issuers shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a record date (the "Special Record Date") for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the Special Interest Payment Date and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuers of such Special Record Date, and in the name and at the expense of the Issuers, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor to be given in the manner provided for in Section 106, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor having been so given, such Defaulted Interest shall be paid on the Special Interest Payment Date to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (b).

(b) The Issuers may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuers to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 312. Persons Deemed Owners.

Prior to the due presentment of a Note for registration of transfer, the Issuers, the Trustee and any agent of the Issuers or the Trustee may treat the Person in whose name such Note is registered as the owner of such Note for the purpose of receiving payment of principal of (and premium, if any) and (subject to Sections 305 and 311) interest on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuers, the Trustee nor any agent of the Issuers or the Trustee shall be affected by notice to the contrary.

SECTION 313. Cancellation.

All Notes surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. If the Issuers shall acquire any of the Notes other than as set forth in the preceding sentence, the acquisition shall not operate as a redemption or satisfaction of the Indebtedness represented by such Notes unless and until the same are surrendered to the Trustee for cancellation pursuant to this Section 313. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Notes held by the Trustee shall be destroyed by the Trustee and the Trustee shall send a certificate of such destruction to the Issuers.

SECTION 314. Computation of Interest.

Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 315. CUSIP Numbers.

The Issuers in issuing Notes may use "CUSIP" numbers (if then generally in use) in addition to serial numbers; if so, the Trustee shall use such "CUSIP" numbers in addition to serial numbers in notices of redemption and repurchase as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such CUSIP numbers, either as printed on the Notes or as contained in any notice of a redemption or repurchase and that reliance may be placed only on the serial or other identification numbers printed on the Notes, and any such redemption or repurchase shall not be affected by any defect in or omission of such CUSIP numbers. The Issuers will promptly notify the Trustee of any change in the CUSIP numbers.

ARTICLE FOUR.
SATISFACTION AND DISCHARGE

SECTION 401. Satisfaction and Discharge of Indenture.

This Indenture shall upon the Issuers' Request cease to be of further effect (except as to surviving rights of registration of transfer or exchange of Notes expressly provided for herein or pursuant hereto) and the Trustee, at the expense of the Issuers, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture when

(i) either

(A) all Notes theretofore authenticated and delivered (other than (1) Notes which have been lost, stolen or destroyed and which have been replaced or paid as provided in Section 310 and (2) Notes for whose payment money has theretofore been deposited in trust with the Trustee or any Paying Agent or segregated and held in trust by the Issuers and thereafter repaid to the Issuers or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or

(B) all Notes not theretofore delivered to the Trustee for cancellation

(1) have become due and payable by reason of the making of a notice of redemption or otherwise; or

(2) will become due and payable at their Stated Maturity within one year; or

(3) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuers,

and the Issuers in the case of (1), (2) or (3) above, have irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for such purpose an amount in cash or U.S. Government Obligations sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Trustee for cancellation, for principal of (and premium, if any) and interest to the date of such deposit (in the case of Notes which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

(ii) no Default or Event of Default with respect to this Indenture or the Notes shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other instrument or agreement to which the Issuers is a party or by which it is bound;

(iii) the Issuers have paid or caused to be paid all sums payable hereunder by the Issuers in connection with all the Notes including all fees and expenses of the Trustee;

(iv) the Issuers have delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of such Notes at maturity or the Redemption Date, as the case may be; and

(v) the Issuers have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture and the termination of the Issuers' obligation hereunder have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Issuers to the Trustee under Section 607 and, if money shall have been deposited with the Trustee pursuant to subclause (B) of clause (i) of this Section, the obligations of the Trustee under Section 402 and the last paragraph of Section 1003 shall survive any such satisfaction and discharge.

SECTION 402. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 1003, all money deposited with the Trustee pursuant to Section 401 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuers acting as their own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 401 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuers' obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 401; provided that if the Issuers have made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuers shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Obligations held by the Trustee or Paying Agent.

ARTICLE FIVE.
REMEDIES

SECTION 501. Events of Default.

"Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) a default in the payment of principal of or premium, if any, on any Note when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise;

(ii) a default in any payment of interest or Liquidated Damages, if any, on any Note when due, continued for 30 days;

(iii) the failure by either of the Issuers or any Guarantor to comply for 60 days after written notice by holders of not less than 25% in principal amount of the Notes then outstanding with any other covenant, representation, warranty or other agreement contained in this Indenture or the Notes;

(iv) default in the payment at maturity (continued for the longer of any applicable grace period or 30 days) of any Indebtedness aggregating $15,000,000 or more of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom which, if merged into each other, would constitute a Significant Subsidiary, or the acceleration of any such Indebtedness which default shall not be cured or waived, or such acceleration shall not be rescinded or annulled, within 30 days after the written notice by the holders of not less than 25% in principal amount of the Notes then outstanding;

(v) any final judgment or judgments for the payment of money in excess of $15,000,000 (net of amounts covered by insurance) is rendered against the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom, which, if merged into each other, would constitute a Significant Subsidiary, and such judgment or judgements remain undischarged for any period of 60 consecutive days, during which a stay of enforcement of such judgment shall not be in effect;

(vi) either of the Issuers or a Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom which, if merged into each other, would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a custodian of it or for all or substantially all of its property;

(D) makes a general assignment for the benefit of its creditors;

or takes any comparable action under any foreign laws relating to insolvency; or

(vii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against either of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom which, if merged into each other, would constitute a Significant Subsidiary, in an involuntary case;

(B) appoints a custodian of either of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom which, if merged into each other, would constitute a Significant Subsidiary, for all or substantially all of its property; or

(C) orders the winding up or liquidation of either of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom which, if merged into each other, would constitute a Significant Subsidiary;

or any similar relief is granted under any foreign laws and the order or decree remains unstayed and in effect for 90 consecutive days; or

(viii) any Restricted Subsidiary Guarantee ceases to be in full force and effect (except as contemplated by the terms of this Indenture) or any Guarantor denies or disaffirms its obligations under this Indenture or any Restricted Subsidiary Guarantee.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The Issuers are required to deliver to the Trustee, within 120 days after the end of each fiscal year of Mediacom, in accordance with Section 1016, an Officers' Certificate stating whether or not the signers know of any Event of Default, a description of the Event of Default and its status and what action the Issuers are taking or propose to take in respect thereof.

If a Default occurs and is continuing and is known to the Trustee, the Trustee must mail to each holder, in accordance with Section 6.02, notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of, premium, if any, or interest on any Note,

the Trustee may withhold notice if and so long as a committee of its Trust Officers in good faith determines that withholding notice is in the interests of the Holders of the Notes.

SECTION 502. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than by reason of an Event of Default specified in clause (vi) or (vii) of the first paragraph of Section 501) occurs and is continuing, the Trustee by notice to the Issuers or the Holders of not less than 25% in principal amount of the Notes then outstanding may declare the principal and accrued and unpaid interest on all the Notes to be due and payable immediately, by a notice in writing to the Issuers (and to the Trustee if given by Holders). Upon the effectiveness of such declaration, such principal will be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default specified in clause (vi) or (vii) of the first paragraph of Section 501 occurs and is continuing, then the principal amount of all the Notes shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

The Holders of a majority in principal amount of the outstanding Notes by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived (except nonpayment of principal, interest and premium, if any, that has become due solely because of acceleration). The Trustee may rely upon such notice of rescission without any independent investigation as to the satisfaction of the conditions in the preceding sentence. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee.
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If an Event of Default specified in clause (i) or (ii) of the first paragraph of Section 501 occurs and is continuing, the Trustee, in its own name as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Issuers or any other obligor upon the Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Issuers or any other obligor upon the Notes, wherever situated.

If an Event of Default occurs and is continuing the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders under this Indenture by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy, subject however to Section 513. No recovery of any such judgment upon any property of the Issuers shall affect or impair any rights, powers or remedies of the Trustee or the Holders.

SECTION 504. Trustee May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuers or any other obligor, upon the Notes or the property of the Issuers or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuers for the payment of overdue principal, premium, if any, or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(i) to file and prove a claim for the whole amount of principal (and premium, if any), interest and Liquidated Damages, if any, owing and unpaid in respect of the Notes, to take such other actions (including participating as a member, voting or otherwise, of any official committee of creditors appointed in such matter) and to file such other papers or documents and take such other actions as the Trustee (including, participation as a member of any creditors committee) may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding, and

(ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 607.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding; provided, however, that the Trustee may, on behalf of such Holders, vote for the election of a trustee in bankruptcy or other similar official.

SECTION 505. Trustee May Enforce Claims Without Possession of Notes.

All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Notes in respect of which such judgment has been recovered.

SECTION 506. Application of Money Collected.

Any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 607;

SECOND: To the payment of the amounts then due and unpaid for principal of (and premium and Liquidated Damages, if any) and interest on the Notes in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal (and premium and Liquidated Damages, if any), and interest, respectively; and

THIRD: The balance, if any, to the Person or Persons entitled thereto, including the Issuers or any other obligor on the Notes, as their interests may appear or as a court of competent

jurisdiction may direct, provided that all sums due and owing to the Holders and the Trustee have been paid in full as required by this Indenture.

SECTION 507. Limitation on Suits.

Except to enforce the right to receive payment of principal, premium, if any, or interest when due, no holder may pursue any remedy with respect to this Indenture or the Notes unless:

(i) such holder has previously given the Trustee notice that an Event of Default is continuing;

(ii) holders of at least 25% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy;

(iii) such holders have offered the Trustee reasonable security or indemnity against any loss, liability or expense;

(iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

(v) the holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

it being understood and intended that no one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture or any Note to affect, disturb or prejudice the rights of any other Holders, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture or any Note, except in the manner herein provided and for the equal and ratable benefit of all the Holders.

SECTION 508. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment, as provided herein (including, if applicable, Article Eleven) and in such Note of the principal of (and premium, if any) and (subject to Section 311) interest and Liquidated Damages, if any, on such Note on the respective Stated Maturities expressed in such Note (or, in the case of redemption or repurchase, on the Redemption Date or repurchase) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 509. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Issuers, any other obligor on the Notes, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 510. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in the last paragraph of Section 310, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 511. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 512. Control by Holders.

Subject to certain restrictions, the holders of a majority in principal amount of the outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee, provided that

(i) such direction shall not be in conflict with any rule of law or this Indenture;

(ii) the Trustee need not take any action which might be unduly prejudicial to the rights of any other Holder or would involve the Trustee in personal liability; and

(iii) subject to the provisions of Section 315 of the Trust Indenture Act, the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Prior to taking any action under this Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

SECTION 513. Waiver of Past Defaults.

Subject to Sections 508 and 902, the Holders of a majority in aggregate principal amount of the outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for the Notes) may on behalf of the Holders of all the Notes, by written notice to the Trustee, waive any existing Default or Event of Default and its consequences under this Indenture except a continuing Default or Event of Default in the payment of interest or Liquidated Damages, if any, on or the principal of, any such Note held by a non-consenting Holder, or in respect of a covenant or a provision which cannot be amended or modified without the consent of the Holders of each outstanding Note affected thereby.

In the event that any Event of Default specified in clause (iv) of the first paragraph of Section 501 shall have occurred and be continuing, such Event of Default and all consequences thereof (including without limitation any acceleration or resulting payment default) shall be annulled, waived and

rescinded, automatically and without any action by the Trustee or the Holders of the Notes, if within 30 days after such Event of Default arose (i) the Indebtedness that is the basis for such Event of Default has been discharged, or (ii) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default, or (iii) if the Default that is the basis for such Event of Default has been cured.

Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

SECTION 514. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Note by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders, holding in the aggregate more than 10% in principal amount of the outstanding Notes, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or interest or Liquidated Damages, if any, on any Note on or after the respective Stated Maturities expressed in such Note (or, in the case of redemption, on or after the Redemption Date).

ARTICLE SIX.
THE TRUSTEE

SECTION 601. Certain Duties and Responsibilities.

(a) Except during the continuance of a Default or an Event of Default,

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and the Trustee should not be liable except for the performance of such duties as specifically set forth in this Indenture and no others; and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture, but not to verify the contents thereof.

(b) In case a Default or an Event of Default has occurred and is continuing of which a Trust Officer of the Trustee has actual knowledge or of which written notice of such Default or Event of Default shall have been given to the Trustee of the Issuers, any other obligor of the Notes or by any Holder, the Trustee shall exercise such of the rights and powers vested in it

by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) this paragraph (c) shall not be construed to limit the effect of paragraph (a) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in aggregate principal amount of the outstanding Notes relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture, and

(iv) the Trustee shall not be required to examine any of the reports, information or documents filed with it pursuant to Section 1014 to determine whether there has been any breach of the covenants of the Issuers set forth in Sections 1004 through 1013.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and to the TIA.

SECTION 602. Notice of Defaults.

Within 90 days after the occurrence of any Default hereunder, the Trustee shall transmit in the manner and to the extent provided in TIA (S) 313(c), notice of such Default hereunder actually known to a Trust Officer of the Trustee, unless such Default shall have been cured or waived; provided, however, that, except in the case of a Default in the payment of the principal of (or premium, if any) or interest on any Note, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Trust Officers of the Trustee in good faith determine that the withholding of such notice is in the interest of the Holders. Notwithstanding anything to the contrary expressed in this Indenture, the Trustee shall not be deemed to have knowledge of any Default or Event of Default hereunder unless and until the Trustee shall have received written notice thereof from the Issuers at its principal Corporate Trust Office as specified in Section 105, except in the case of an Event of Default under clause (i) or (ii) of the first paragraph of Section 501 (provided that the Trustee is the Paying Agent).

SECTION 603. Certain Rights of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) Subject to the provisions of TIA (S)(S) 315(a) through 315(d):

(i) the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon (whether in its original or facsimile form) any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties and the Trustee need not investigate any fact or matter stated in the documents;

(ii) any request or direction of the Issuers mentioned herein shall be sufficiently evidenced by a Issuers' Request or Authentication Order and any resolution of the Executive Committee may be sufficiently evidenced by a Committee Resolution;

(iii) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith or willful misconduct on its part, request and rely upon an Officers' Certificate or an Opinion of Counsel and shall not liable for any action it takes or omits to take in good faith reliance on such Officers' Certificate or Opinion of Counsel;

(iv) the Trustee may consult with counsel of its selection and any advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(v) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the costs, expenses, losses and liabilities which might be incurred by it in compliance with such request or direction;

(vi) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuers, personally or by agent or attorney;

(vii) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder; and

(viii) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture; provided, however, that the Trustee's conduct does not constitute willful misconduct or negligence.

(c) The Trustee shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of

its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 604. Trustee Not Responsible for Recitals or Issuance of Notes.

The recitals contained herein and in the Notes, except for the Trustee's certificates of authentication, shall be taken as the statements of the Issuers, and the Trustee assumes no responsibility for their correctness and it shall not be responsible for the Mediacom's use of the proceeds from the Notes. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes, except that the Trustee represents that it is duly authorized to execute and deliver this Indenture, authenticate the Notes and perform its obligations hereunder and that the statements made by it in a Statement of Eligibility on Form T-1 supplied to the Issuers are true and accurate, subject to the qualifications set forth therein. The Trustee shall not be accountable for the use or application by the Issuers of the proceeds of the Notes.

SECTION 605. May Hold Notes.

The Trustee, any Paying Agent, any Note Registrar, any Authenticating Agent or any other agent of the Issuers or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to TIA (S)(S) 310(b) and 311, may otherwise deal with the Issuers with the same rights it would have if it were not Trustee, Paying Agent, Note Registrar, Authenticating Agent or such other agent.

SECTION 606. Money Held in Trust.

All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust hereunder for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Issuers.

SECTION 607. Compensation and Reimbursement.

The Issuers agree:

(i) to pay to the Trustee from time to time such compensation as shall be agreed to in writing between the Issuers and the Trustee for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(ii) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, consultants and counsel and costs and expenses of collection), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(iii) to indemnify each of the Trustee or any predecessor Trustee (and their respective directors, officers, stockholders, employees and agents) for, and to hold them harmless against, any and all loss, damage, claim, liability or expense, including taxes (other than taxes based on the income of the Trustee) incurred without negligence, willful misconduct or bad faith on their part, arising out of or in connection with the acceptance or administration of this trust, including

the costs and expenses of defending themselves against any claim or liability in connection with the exercise or performance of any of the Trustee's powers or duties hereunder.

The obligations of the Issuers under this Section to compensate the Trustee, to pay or reimburse the Trustee for expenses, disbursements and advances and to indemnify and hold harmless the Trustee shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of this Indenture. As security for the performance of such obligations of the Issuers, the Trustee shall have a lien prior to the Holders of the Notes upon all property and funds held or collected by the Trustee as such, except funds held in trust for the payment of principal of (and premium, if any) or interest on particular Notes.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in clause (vi) or (vii) of Section 501, the expenses (including the reasonable charges and expenses of its counsel) of and the compensation for such services are intended to constitute expenses of administration under any applicable federal or state bankruptcy, insolvency or other similar law.

The provisions of this Section shall survive the termination of this Indenture.

SECTION 608. Corporate Trustee Required; Eligibility.

There shall be at all times a Trustee hereunder which shall be eligible to act as Trustee under TIA (S) 310(a)(1), and which may have an office in The City of New York and shall have individually, or on a consolidated basis with a bank holding company of which it is a direct or indirect wholly owned subsidiary, a combined capital and surplus of at least $50,000,000. If the Trustee does not have an office in The City of New York, the Trustee may appoint an agent in The City of New York reasonably acceptable to the Issuers to conduct any activities which the Trustee may be required under this Indenture to conduct in The City of New York. If such corporation or its parent holding company publishes reports of condition at least annually, pursuant to law or to the requirements of federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section 608, the combined capital and surplus of such corporation or its parent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 608, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 609. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section.

(b) The Trustee may resign at any time by giving written notice thereof to the Issuers. Upon receiving such notice of resignation, the Issuers shall promptly appoint a successor trustee by written instrument executed by authority of the Executive Committee, a copy of which shall be delivered to the resigning Trustee and a copy to the successor trustee. If an instrument of acceptance required by this Section shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition, at the expense of the Issuers, any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by Act of the Holders of not less than a majority in principal amount of the outstanding Notes, delivered to the Trustee and to the Issuers. The

Trustee so removed may, at the expense of the Issuers, petition any court of competent jurisdiction for the appointment of a successor Trustee if no successor Trustee is appointed within 30 days of such removal.

(d) If at any time:

(i) the Trustee shall fail to comply with the provisions of TIA (S) 310(b) after written request therefor by the Issuers or by any Holder who has been a bona fide Holder of a Note for at least six months, or

(ii) the Trustee shall cease to be eligible under Section 608 and shall fail to resign after written request therefor by the Issuers or by any Holder who has been a bona fide Holder of a Note for at least six months, or

(iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a custodian of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (A) the Issuers, by a Committee Resolution, may remove the Trustee, or (B) subject to TIA (S) 315(e), any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuers, by a Committee Resolution, shall promptly appoint a successor Trustee. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by Act of the Holders of a majority in principal amount of the outstanding Notes delivered to the Issuers and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Issuers. If no successor Trustee shall have been so appointed by the Issuers or the Holders and accepted appointment in the manner hereinafter provided, any Holder who has been a bona fide Holder of a Note for at least six months may, at the expense of the Issuers on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Issuers shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee to the Holders of Notes in the manner provided for in Section 106. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office.

SECTION 610. Acceptance of Appointment by Successor.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuers and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the Issuers or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Notwithstanding the replacement of the Trustee pursuant to this Section 610, the Issuers' obligations under Section 607 shall

continue for the benefit of the retiring Trustee with regard to expenses and liabilities incurred by it and compensation earned by it prior to such replacement or otherwise under this Indenture. Upon request of any such successor Trustee, the Issuers shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 611. Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes. In case at that time any of the Notes shall not have been authenticated, any successor Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor Trustee. In all such cases such certificates shall have the full force and effect which this Indenture provides for the certificate of authentication of the Trustee shall have; provided, however, that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Notes in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

SECTION 612. Trustee's Application for Instructions from the Issuers.

Any application by the Trustee for written instructions from the Issuers may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. Subject to Section 610, the Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three Business Days after the date any officer of the Issuers actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE SEVEN.
HOLDERS LISTS AND REPORTS BY TRUSTEE AND THE ISSUERS

SECTION 701. The Issuers to Furnish Trustee Names and Addresses.

The Issuers will furnish or cause to be furnished to the Trustee

(a) semiannually, not more than 10 days after each Regular Record Date, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders as of such Regular Record Date; and

(b) at such other times as the Trustee may reasonably request in writing, within 30 days after receipt by the Issuers of any such request, a list of similar form and content to that in Subsection (a) hereof as of a date not more than 15 days prior to the time such list is furnished;

provided, however, that if and so long as the Trustee shall be the Note Registrar, no such list need be furnished.

SECTION 702. Disclosure of Names and Addresses of Holders.

Every Holder of Notes, by receiving and holding the same, agrees with the Issuers and the Trustee that none of the Issuers or the Trustee or any agent of either of them shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with TIA (S) 312, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under TIA (S) 312(b).

SECTION 703. Reports by Trustee.

Within 60 days after August 15 of each year commencing with the first August after the first issuance of Notes, the Trustee shall transmit to the Holders, in the manner and to the extent provided in TIA (S) 313(c), a brief report dated as of such August 15 if required by TIA (S) 313(a). Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuers' compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely exclusively on Officers' Certificates).

The Trustee also shall comply with TIA (S) 313(b). A copy of each report at the time of its mailing to Holders shall be filed by the Trustee with the SEC and each stock exchange (if any) on which the Notes are listed. The Issuers agrees to notify promptly the Trustee whenever the Notes become listed on any stock exchange and of any delisting thereof.

ARTICLE EIGHT.
MERGER, CONSOLIDATION, OR SALE OF ASSETS

SECTION 801. The Issuers and Guarantors May Consolidate Etc. Only on Certain Terms.

Neither of the Issuers shall in a single transaction or series of related transactions consolidate with or merge with or into, or convey all or substantially all its assets to, another Person, unless:

(i) either (A) such Issuer shall be the continuing Person, or (B) the Person formed by or surviving any such consolidation or merger (if other than such Issuer), or to which any such transfer shall have been made (the "Successor Company"), shall be a corporation, limited liability company or limited partnership organized and existing under the laws of the United States, any State thereof or the District of Columbia;

(ii) the Successor Company shall expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of such Issuer under the Notes and this Indenture;

(iii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(iv) immediately after giving effect to such transaction, the surviving Person would be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio contained in the first paragraph of Section 1008; and

(v) Mediacom shall have delivered to the Trustee prior to the proposed transaction an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture comply with this Indenture, both in the form required by this Indenture; provided that in giving such opinion such counsel may rely on such Officers' Certificate as to any matters of fact (including without limitation as to compliance with the foregoing clauses (iii) and (iv)).

No Guarantor will in a single transaction or series of related consolidate or merge with or into, or transfer all or substantially all of its assets to, another Person unless:

(i) either (A) such Guarantor shall be the continuing Person, or (B) the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which any such transfer shall have been made (a "Successor Guarantor"), is a corporation, limited liability company or limited partnership organized and existing under the laws of the United States, any State thereof or the District of Columbia;

(ii) the Successor Guarantor shall expressly assume by supplemental indenture executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of such Guarantor under its guarantee of the Notes and this Indenture;

(iii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(iv) Mediacom shall have delivered to the Trustee prior to the proposed transaction an Officers' Certificate, and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture comply with this Indenture, both in the form required by this Indenture; provided that in giving such opinion such counsel may rely on such Officers' Certificate as to any matters of fact (including without limitation as to compliance with the foregoing clauses (iii) and (iv)).

SECTION 802. Successor Substituted.

Upon any consolidation of the Issuers or the Guarantors with or merger of the Issuers or the Guarantors with or into any other corporation or any conveyance, transfer or other disposition of all or substantially all of the assets of the Issuers or the Guarantors to any Person in accordance with Section 801, the Successor Company or Successor Guarantor will succeed to, and be substituted for, and may exercise every right and power of, the Issuers or the Guarantors hereunder and thereafter the predecessor shall be released from all obligations and covenants hereunder, or under the guarantee of the Notes, as applicable, but, in the case of conveyance or transfer of all or substantially all its assets, the predecessor, as applicable, will not be released from the obligation to pay the principal of and interest on the Notes.

ARTICLE NINE.
SUPPLEMENTS, AMENDMENTS AND MODIFICATIONS TO INDENTURE

SECTION 901. Supplemental Indentures Without Consent of Holders.

Without the consent of any Holders, the Issuers, the Guarantors and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(i) to cure any ambiguity, omission, defect or inconsistency; or

(ii) to provide for uncertificated Notes in addition to or in place of certificated Notes (provided that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code); or

(iii) to add Restricted Subsidiary Guarantees with respect to the Notes; or

(iv) to release Guarantors pursuant to Section 1017; or

(v) to provide for the assumption by a successor corporation, limited liability company or limited partnership of the obligations of the Issuers or any Guarantor hereunder; or

(vi) to secure the Notes; or

(vii) to add to the covenants of the Issuers for the benefit of the Holders or to surrender any right or power conferred upon the Issuers; or

(viii) to make any other change that does not adversely affect the rights of any Holder; or

(ix) to comply with any requirement of the SEC in connection with the qualification of this Indenture under the Trust Indenture Act.

SECTION 902. Supplemental Indentures with Consent of Holders.

With the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for the Notes), the Issuers, the Guarantors and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each outstanding Note affected thereby (with respect to any Notes held by a nonconsenting Holder of the Notes):

(i) change or extend the fixed maturity of any Notes, reduce the rate or extend the time of payment of interest or Liquidated Damages thereon, reduce the principal amount thereof or premium, if any, thereon or change the currency in which the Notes are payable; or

(ii) reduce the premium payable upon any redemption of Notes in accordance with the optional redemption provisions of the Notes and Section 1101 or change the time before which the Notes may be redeemed; or

(iii) waive a default in the payment of principal or interest or Liquidated Damages on the Notes (except that holders of a majority in aggregate principal amount of the Notes at the time outstanding may (a) rescind an acceleration of the Notes that resulted from a non-payment default and (b) waive the payment default that resulted from such acceleration) or alter the rights of Noteholders to waive defaults; or

(iv) reduce the aforesaid percentage of Notes, the consent of the holders of which is required for any such modification; or

(v) modify the Restricted Subsidiary Guarantees or Article Thirteen (except as contemplated by the terms of this Indenture) in any manner adverse to the Holders.

Any existing Event of Default, other than a default in the payment of principal or interest or Liquidated Damages on the Notes, or compliance with any provision of the Notes or this Indenture, other than any provision related to the payment of principal or interest or Liquidated Damages on the Notes, may be waived with the consent of holders of at least a majority in aggregate principal amount of the Notes at the time outstanding. The consent of the Holders is not necessary under this Indenture to approve the particular form of any proposed amendment or supplemental indenture. It is sufficient if such consent approves the substance of the proposed amendment or supplemental indenture.

SECTION 903. Execution of Supplemental Indentures.

The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities, as determined by the Trustee in its sole discretion under this Indenture or otherwise. In signing or refusing to sign any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture.

SECTION 904. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby (except as provided in Section 902).

SECTION 905. Conformity with Trust Indenture Act.

Every supplemental indenture executed pursuant to the Article shall conform to the requirements of the Trust Indenture Act as then in effect.

SECTION 906. Reference in Notes to Supplemental Indentures.

Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Issuers or the Trustee shall so determine, new Notes so modified as to conform to any such supplemental indenture may be prepared and executed by the Issuers, and the Issuers shall issue and the Trustee shall authenticate a new Note that reflects the changed terms, the cost and expense of which will be borne by the Issuers in exchange for outstanding Notes.

SECTION 907. Notice of Supplemental Indentures.

Promptly after the execution by the Issuers and the Trustee of any supplemental indenture pursuant to the provisions of Section 902, the Issuers shall give notice thereof to the Holders of each outstanding Note affected, in the manner provided for in Section 106, setting forth in general terms the substance of such supplemental indenture. The failure to give such notice to all the Holders, or any defect therein, will not impair or affect the validity of the supplemental indenture.

ARTICLE TEN.
COVENANTS

SECTION 1001. Payment of Principal, Premium, if any, and Interest.

The Issuers, as joint and several obligors, covenant and agree for the benefit of the Holders that they will duly and punctually pay the principal of (and premium, if any) and interest and Liquidated Damages, if any, on the Notes in accordance with the terms of the Notes and this Indenture.

SECTION 1002. Maintenance of Office or Agency.

The Issuers will maintain in the Borough of Manhattan, The City of New York, an office or agency where the Notes may be presented or surrendered for payment, where, if applicable, the Notes may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Issuers in respect of the Notes and this Indenture may be served. The corporate trust office of the Trustee at 88 Pine Street, New York, New York 10005 shall be such office or agency of the Issuers, unless the Issuers shall designate and maintain some other office or agency for one or more of such purposes. The Issuers will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuers shall fail to maintain any such required office or agency or shall fail to

furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuers hereby appoint the Trustee as their agent to receive all such presentations, surrenders, notices and demands.

The Issuers may also from time to time designate one or more other offices or agencies (in or outside of The City of New York) where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind any such designation; provided, however, that no such designation or rescission shall in any manner relieve the Issuers of its obligation to maintain an office or agency in The City of New York for such purposes. The Issuers will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such other office or agency.

SECTION 1003. Money for Note Payments to Be Held in Trust.

If the Issuers shall at any time act as their own Paying Agent, they will, on or before each due date of the principal of (or premium, if any) or interest on any of the Notes, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal of (or premium, if any) or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure to so act.

Whenever the Issuers shall have one or more Paying Agents for the Notes, they will, on or before each due date of the principal of (or premium, if any) or interest on any Notes, deposit with a Paying Agent a sum in same day funds (or New York Clearing House funds if such deposit is made prior to the date on which such deposit is required to be made) that shall be available to the Trustee by 10:00 a.m. Eastern Standard Time on such due date sufficient to pay the principal (and premium and Liquidated Damages, if any) or interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium or interest, and (unless such Paying Agent is the Trustee) the Issuers will promptly notify the Trustee of such action or any failure to so act.

The Issuers will cause each Paying Agent (other than the Trustee) to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(i) hold all sums held by it for the payment of the principal of (and premium or Liquidated Damages, if any) or interest on Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(ii) give the Trustee notice of any default by the Issuers (or any other obligor upon the Notes) in the making of any payment of principal (and premium or Liquidated Damages, if any) or interest; and

(iii) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Issuers may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Authentication Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuers or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Issuers or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuers, in trust for the payment of the principal of (or premium or Liquidated Damages, if any) or interest on any Note and remaining unclaimed for two years after such principal, premium, Liquidated Damages or interest has become due and payable shall be paid to the Issuers on the Issuers' Request, or (if then held by the Issuers) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Issuers for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuers as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment to the Issuers, may at the expense of the Issuers cause to be published once, in a leading daily newspaper (if practicable, The Wall Street Journal (Eastern Edition)) printed in the English language and of general circulation in New York City, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Issuers.

SECTION 1004. Corporate Existence.

Subject to Article Eight, the Issuers will do or cause to be done all things necessary to preserve and keep in full force and effect the corporate existence and that of each Restricted Subsidiary and the corporate rights (charter and statutory) licenses and franchises of the Issuers and each Restricted Subsidiary; provided, however, that the Issuers shall not be required to preserve any such existence (except the Issuers) right, license or franchise if the Executive Committee of Mediacom shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Issuers and each of Mediacom's Restricted Subsidiaries, taken as a whole, and that the loss thereof is not, and will not be, disadvantageous in any material respect to the Holders.

SECTION 1005. Payment of Taxes and Other Claims.

The Issuers will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (i) all material taxes, assessments and governmental charges levied or imposed upon the Issuers or any Subsidiary or upon the income, profits or property of the Issuers or any Subsidiary and (ii) all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a material liability or lien upon the property of the Issuers or any Restricted Subsidiary; provided, however, that the Issuers shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings and for which appropriate reserves, if necessary (in the good faith judgment of management of the Issuers) are being maintained in accordance with GAAP.

SECTION 1006. Compliance with Laws.

The Issuers shall comply, and shall cause each of its Restricted Subsidiaries to comply, with all applicable statutes, rules, regulations, orders and restrictions of the United States of America, all states and municipalities thereof, and of any governmental regulatory authority, in respect of the conduct of their respective businesses and the ownership of their respective properties, except for such noncompliances as would not in the aggregate have a material adverse effect on the financial condition or results of operations of the Issuers and its Restricted Subsidiaries, taken as a whole.

SECTION 1007. Limitation on Restricted Payments.

(a) So long as any of the Notes remain outstanding, Mediacom shall not, and shall not permit any Restricted Subsidiary to, make any Restricted Payment if (i) at the time of such proposed Restricted Payment, a Default or Event of Default shall have occurred and be continuing or shall occur as a consequence of such Restricted Payment; (ii) immediately after giving effect to such proposed Restricted Payment, Mediacom would not be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio of the first paragraph of Section 1008, or (iii) immediately after giving effect to any such Restricted Payment, the aggregate of all Restricted Payments which shall have been made on or after the date hereof (the amount of any Restricted Payment, if other than cash, to be based upon the fair market value thereof on the date of such Restricted Payment (without giving effect to subsequent changes in value) as determined in good faith by the Executive Committee, whose determination shall be conclusive and evidenced by a Committee Resolution) would exceed an amount equal to the difference between (a) the Cumulative Credit and (b) 1.4 times Cumulative Interest Expense.

(b) The provisions of paragraph (a) of this Section 1007 shall not prevent (i) the retirement of any of Mediacom's Equity Interests in exchange for, or out of the proceeds of, the substantially concurrent sale (other than to a Subsidiary of Mediacom or an employee stock ownership plan or to a trust established by Mediacom or any Subsidiary of Mediacom for the benefit of its employees) of Equity Interests of Mediacom; (ii) the payment of any dividend or distribution on, or redemption of Equity Interests within 60 days after the date of declaration of such dividend or distribution or the giving of formal notice of such redemption, if at the date of such declaration or giving of such formal notice such payment or redemption would comply with the provisions of this Indenture; (iii) Investments constituting Restricted Payments made as a result of the receipt of non-cash consideration from any Asset Sale made pursuant to and in compliance with the provisions described under Section 1013; (iv) payments of compensation to officers, directors and employees of Mediacom or any Restricted Subsidiary so long as the Executive Committee or the manager of Mediacom in good faith shall have approved the terms thereof; (v) the payment of dividends on any Equity Interests of any Restricted Subsidiary following the issuance thereof in an amount per annum of up to 6% of the net proceeds received by Mediacom or such Restricted Subsidiary from an Equity Offering of such Equity Interests; (vi) the payment of management, consulting and advisory fees, and any related reimbursement of expenses or indemnity, to Mediacom Management or any Affiliate thereof and other amounts payable pursuant to the Operating Agreement, other than any dividend or distribution (whether made in cash, property or securities) on or with respect to any Equity Interests of Mediacom or any redemption, repurchase, retirement or other direct or indirect acquisition of any Equity Interests of Mediacom, or any warrants, rights or options to purchase or acquire any such Equity Interests or any securities exchangeable for or convertible into any such Equity Interests; (vii) the payment of amounts in connection with any merger, consolidation, or sale of assets effected in accordance with Article Eight, provided that no such payment may be made pursuant to this clause (vii) unless, after giving effect to such transaction (and the Incurrence of any Indebtedness in connection therewith and the use of the proceeds thereof), Mediacom would be able to Incur $1.00 of additional Indebtedness in compliance with the first paragraph of Section 1008 such that after incurring that $1.00 of additional Indebtedness, the Debt to Operating Cash Flow Ratio would be less than or equal to 6.0 to 1.0; (viii) the retirement, redemption or repurchase (a "Regulatory Equity Interest Repurchase") of any of Mediacom's Equity Interests pursuant to Article 11 of the Operating Agreement as a result of the occurrence of a Triggering Event (as defined in the Operating Agreement and which relates to certain small business investment company, Federal Communications Commission and other regulatory violations described therein); (ix) the redemption, repurchase, retirement, defeasance or other acquisition of any Subordinated Obligations in exchange for, or out of net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of Mediacom or an employee stock ownership plan or to a trust established by Mediacom or any Subsidiary of Mediacom (for the benefit of its employees) of Equity Interests of Mediacom or Subordinated Obligations of

Mediacom; (x) the payment of any dividend or distribution on or with respect to any Equity Interests of any Restricted Subsidiary to the holders of its Equity Interests on a pro rata basis; (xi) the making and consummation of (A) an Excess Proceeds Offer in accordance with the provisions of this Indenture with any Excess Proceeds or (B) a Change of Control Offer with respect to the Notes in accordance with the provisions of this Indenture or (C) any offer similar to the offer described in clause (A) or (B) set forth in any other indenture governing debt securities; (xii) during the period Mediacom is treated as a partnership for U.S. federal income tax purposes and after such period to the extent relating to the liability for such period, the payment of distributions in respect of members' or partners' income tax liability with respect to Mediacom in an amount not to exceed the aggregate amount of tax distributions, if any, permitted to be made by Mediacom to its members under the Operating Agreement (such amount not to include amounts in respect of taxes resulting from Mediacom's reorganization as or change in the status to a corporation); (xiii) the payment by any Restricted Subsidiary to Mediacom or another Restricted Subsidiary of principal and interest due in respect of intercompany Indebtedness and dividends and other distributions in respect of Preferred Equity Interests in such Restricted Subsidiary; (xiv) the payment by Mediacom California of all amounts due in respect of the promissory note in the original principal amount of $2,800,000 issued to Booth American Company; and (xv) the distribution of any Investment originally made by Mediacom or any Restricted Subsidiary pursuant to the first paragraph of this covenant to holders of Equity Interests of Mediacom or such Restricted Subsidiary, as the case may be; provided, however, that in the case of clauses (ii), (v), (vii), (x), (xi) and (xv) of this paragraph, no Default or Event of Default shall have occurred and be continuing at the time of such Restricted Payment or as a result thereof. In determining the aggregate amount of Restricted Payments made on or after the date of this Indenture, Restricted Payments made pursuant to clauses (ii) and (v) and any Restricted Payment deemed to have been made pursuant to Section 1009 shall be included in such calculation.

(c) Not later than the date of making any Restricted Payment, Mediacom shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this Section 1007 were computed, which calculations may be based upon Mediacom's latest available financial statements. The Trustee shall have no duty to recompute or recalculate or verify the accuracy of the information set forth in such Officers' Certificate.

SECTION 1008. Limitation on Indebtedness.

Mediacom shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) or issue any Disqualified Equity Interests except for Permitted Indebtedness; provided, however, that Mediacom or any Restricted Subsidiary may Incur Indebtedness or issue Disqualified Equity Interests if, at the time of and immediately after giving pro forma effect to such Incurrence of Indebtedness or issuance of Disqualified Equity Interests and the application of the proceeds therefrom, the Debt to Operating Cash Flow Ratio would be less than or equal to 7.0 to 1.0.

The limitations contained in the foregoing paragraph shall not apply to the Incurrence of any of the following (collectively, "Permitted Indebtedness"), each of which shall be given independent effect:

(a) Indebtedness under the Initial Notes issued on the date of this Indenture, the Exchange Notes issued in exchange for the Initial Notes, the Private Exchange Notes issued in exchange for the Initial Notes and this Indenture;

(b) Indebtedness and Disqualified Equity Interests of Mediacom and the Restricted Subsidiaries outstanding on the Issue Date other than Indebtedness described in clause (a), (c), (d) or (f) of this paragraph;

(c) (i) Indebtedness of the Restricted Subsidiaries under the Subsidiary Credit Facilities (including any refinancing thereof), and (ii) Indebtedness of the Restricted Subsidiaries (including any refinancing thereof) if, at the time of and immediately after giving pro forma effect to the Incurrence of such Indebtedness and the application of the proceeds therefrom, the Debt to Operating Cash Flow Ratio would be less than or equal to 6.0 to 1.0; provided, however, that for purposes of the calculation of such Ratio, the term "Consolidated Total Indebtedness" shall refer only to the Consolidated Total Indebtedness of the Restricted Subsidiaries (including Indebtedness Incurred under the Subsidiary Credit Facilities and the Future Subsidiary Credit Facilities) outstanding as of the Determination Date (as defined hereafter in the term "Debt to Operating Cash Flow Ratio") and the term "Operating Cash Flow" shall refer only to the Subsidiary Operating Cash Flow of the Restricted Subsidiaries for the related Measurement Period (as defined in the term "Debt to Operating Cash Flow Ratio");

(d) Indebtedness and Disqualified Equity Interests of (x) any Restricted Subsidiary owed to or issued to and held by Mediacom or any Restricted Subsidiary and (y) Mediacom owed to and held by any Restricted Subsidiary which is unsecured and subordinated in right of payment to the payment and performance of the Issuers' obligations under this Indenture and the Notes; provided, however, that an Incurrence of Indebtedness and Disqualified Equity Interests that is not permitted by this clause (d) shall be deemed to have occurred upon (i) any sale or other disposition of any Indebtedness or Disqualified Equity Interests of Mediacom or a Restricted Subsidiary referred to in this clause (d) to any Person (other than Mediacom or a Restricted Subsidiary), (ii) any sale or other disposition of Equity Interests of a Restricted Subsidiary which holds Indebtedness or Disqualified Equity Interests of Mediacom or another Restricted Subsidiary such that such Restricted Subsidiary ceases to be a Restricted Subsidiary or (iii) any designation of a Restricted Subsidiary which holds Indebtedness or Disqualified Equity Interests of Mediacom as an Unrestricted Subsidiary;

(e) guarantees by any Restricted Subsidiary of Indebtedness of Mediacom or any other Restricted Subsidiary Incurred in accordance with the provisions of this Indenture;

(f) Hedging Agreements of Mediacom or any Restricted Subsidiary relating to any Indebtedness of Mediacom or such Restricted Subsidiary, as the case may be, Incurred in accordance with the provisions of this Indenture; provided that such Hedging Agreements have been entered into for bona fide business purposes and not for speculation;

(g) Indebtedness or Disqualified Equity Interests of Mediacom or any Restricted Subsidiary to the extent representing a replacement, renewal, refinancing or extension (collectively, a "refinancing") of outstanding Indebtedness or Disqualified Equity Interests of Mediacom or any Restricted Subsidiary, as the case may be, Incurred in compliance with the Debt to Operating Cash Flow Ratio of the first paragraph of this covenant or clause (a) or (b) of this paragraph of this covenant; provided, however, that (i) Indebtedness or Disqualified Equity Interests of Mediacom may not be refinanced under this clause (g) with Indebtedness or Disqualified Equity Interests of any Restricted Subsidiary, (ii) any such refinancing shall not exceed the sum of the principal amount or liquidation preference or redemption payment value (or, if such Indebtedness or Disqualified Equity Interests provides for a lesser amount to be due and payable upon a declaration of acceleration thereof at the time of such refinancing, an amount no greater than such lesser amount) of the Indebtedness or Disqualified Equity Interests being

refinanced plus the amount of accrued interest or dividends thereon and the amount of any reasonably determined prepayment premium necessary to accomplish such refinancing and such reasonable fees and expenses incurred in connection therewith, (iii) Indebtedness representing a refinancing of Indebtedness of Mediacom shall have a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being refinanced, (iv) Subordinated Obligations of Mediacom or Disqualified Equity Interests of Mediacom may only be refinanced with Subordinated Obligations of Mediacom or Disqualified Equity Interests of Mediacom, and (v) Other Pari Passu Debt which is unsecured may only be refinanced with unsecured Indebtedness, which is either Other Pari Passu Debt or Subordinated Obligations, or with Disqualified Equity Interests;

(h) Indebtedness of Mediacom or a Restricted Subsidiary Incurred as a result of the pledge by Mediacom or such Restricted Subsidiary of intercompany indebtedness or Equity Interests in another Restricted Subsidiary or Equity Interests in an Unrestricted Subsidiary in the circumstance where recourse to Mediacom or such Restricted Subsidiary is limited to the value of the intercompany Indebtedness or the Equity Interests so pledged;

(i) Indebtedness of Mediacom or a Restricted Subsidiary represented by Capitalized Lease Obligations, mortgage financings, purchase money obligations or letters of credit, in each case Incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment used in the business of Mediacom or such Restricted Subsidiary or a Related Business in an aggregate principal amount not to exceed $15,000,000 at any time outstanding;

(j) Indebtedness of Mediacom Incurred to finance (including any refinancing thereof) one or more Regulatory Equity Interest Repurchases occurring in accordance with and pursuant to the Operating Agreement; and

(k) Indebtedness of Mediacom or a Restricted Subsidiary in an aggregate amount not to exceed two times the sum of (i) the aggregate Net Cash Proceeds to Mediacom from (x) the issuance (other than to a Subsidiary of Mediacom or an employee stock ownership plan or a trust established by Mediacom or any Subsidiary of Mediacom (for the benefit of its employees)) of any class of Equity Interests of Mediacom (other than Disqualified Equity Interests) on or after the date of this Indenture or (y) contributions to the equity capital of Mediacom on or after the date of this Indenture which do not themselves constitute Disqualified Equity Interests and (ii) the fair market value, as determined by an independent nationally recognized accounting, appraisal or investment banking firm experienced in similar types of transactions, of any assets (other than cash or Cash Equivalents) that are used or useful in a Related Business or Equity Interests of a Person engaged in a Related Business that is or becomes a Restricted Subsidiary of Mediacom, in each case received by Mediacom after the date of this Indenture in exchange for the issuance (other than to a Subsidiary of Mediacom) of its Equity Interests (other than Disqualified Equity Interests); provided, that (A) the amount of such Net Cash Proceeds with respect to which Indebtedness is incurred pursuant to this clause (k) shall not be deemed Net Cash Proceeds from the issue or sale of Equity Interests for purposes of clause (ii) of the definition of "Cumulative Credit" and (B) the issuance of Equity Interests with respect to which Indebtedness is incurred pursuant to this clause (k) shall not also be used to effect a Restricted Payment pursuant to clauses (i) or (ix) of Section 1007(b); and

(l) In addition to any Indebtedness described in clauses (a) through (k) above, Indebtedness of Mediacom or any of the Restricted Subsidiaries so long as the aggregate principal

amount of all such Indebtedness incurred pursuant to this clause (l) does not exceed $10,000,000 at any one time outstanding.

For purposes of determining compliance with this Section 1008, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (a) through (l) above or is entitled to be incurred pursuant to the first paragraph of this Section 1008, Mediacom shall, in its sole discretion, classify such item of Indebtedness in any manner that complies with this Section 1008 and such item of Indebtedness shall be treated as having been incurred pursuant to only one of such clauses or pursuant to the first paragraph hereof.

SECTION 1009. Limitation on Affiliate Transactions.

Mediacom shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, engage in any transaction (or series of related transactions) involving in the aggregate $5,000,000 or more with any Affiliate unless such transaction (or series of related transactions) shall have been approved pursuant to a Committee Resolution rendered in good faith by the Executive Committee or, if applicable, a committee comprising the independent members of the Executive Committee, which approval in each case shall be conclusive, to the effect that such transaction (or series of related transactions) is (a) in the best interest of Mediacom or such Restricted Subsidiary and (b) upon terms which would be obtainable by Mediacom or a Restricted Subsidiary in a comparable arm's-length transaction with a Person which is not an Affiliate, except that the foregoing shall not apply in the case of any of the following transactions (the "Specified Affiliate Transactions"): (i) the making of any Restricted Payment (including the making of any Permitted Investment that is permitted pursuant to Section 1007); (ii) any transaction or series of transactions between Mediacom and one or more Restricted Subsidiaries or between two or more Restricted Subsidiaries; (iii) the payment of compensation (including, without limitation, amounts paid pursuant to employee benefit plans) for the personal services of, and indemnity provided on behalf of, officers, members, directors and employees of Mediacom or any Restricted Subsidiary, and management, consulting or advisory fees and reimbursements of expenses and indemnity in each case so long as the Executive Committee in good faith shall have approved the terms thereof and deemed the services theretofore or thereafter to be performed for such compensation or fees to be fair consideration therefor; (iv) any payments for goods or services purchased in the ordinary course of business, upon terms which would be obtainable by Mediacom or a Restricted Subsidiary in a comparable arm's-length transaction with a Person which is not an Affiliate; and (v) any transaction pursuant to any agreement with any Affiliate in effect on the date of this Indenture (including, but not limited to, the Operating Agreement and other agreements relating to the payment of management fees, acquisition fees and expense reimbursements), including any amendments thereto entered into after the date of this Indenture, provided, that the terms of any such amendment are not less favorable to Mediacom than the terms of the relevant agreement in effect prior to any such amendment, as determined in good faith by the Executive Committee. Except in the case of a Specified Affiliate Transaction, Mediacom shall not, and shall not permit any Restricted Subsidiary, directly or indirectly, to engage in any transaction (or series of related transactions) involving in the aggregate $25,000,000 or more with any Affiliate unless (i) such transaction (or series of related transactions) shall have been approved pursuant to a Committee Resolution rendered in good faith by the Executive Committee or, if applicable, a committee comprising the independent members of the Executive Committee to the effect set forth in clauses (a) and (b) above; and (ii) Mediacom shall have received an opinion from an independent nationally recognized accounting, appraisal or investment banking firm experienced in the review of similar types of transactions stating that the terms of such transaction (or series of related transactions) are fair to Mediacom or such Restricted Subsidiary, as the case may be, from a financial point of view. Notwithstanding the foregoing, any transaction (or series of related transactions) entered into by Mediacom or any Restricted Subsidiary with any Affiliate without complying with the foregoing provisions of this Section 1009 shall not constitute a violation of the provisions of this Section 1009 if Mediacom or such Restricted Subsidiary

would be permitted to make a Restricted Payment pursuant to paragraph (a) of Section 1007 at the time of the completion of such transaction (or series of related transactions) in an amount equal to the fair market value of such transaction (or series of related transactions), as determined in good faith by the Executive Committee, whose determination shall be conclusive and evidenced by a Committee Resolution. In such a case, Mediacom or such Restricted Subsidiary, as the case may be, shall be deemed to have made a Restricted Payment for purposes of the calculation of Restricted Payments pursuant to clause (iii) of paragraph (a) of Section 1007.

SECTION 1010. Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries.

Mediacom shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to (a) pay dividends or make any other distributions to Mediacom or any Restricted Subsidiary on its Equity Interests; (b) pay any Indebtedness owed to Mediacom or any Restricted Subsidiary; (c) make loans or advances, or guarantee any such loans or advances, to Mediacom or any Restricted Subsidiary; (d) transfer any of its properties or assets to Mediacom or any Restricted Subsidiary; (e) grant Liens on the assets of Mediacom or any Restricted Subsidiary in favor of the holders of the Notes; or (f) guarantee the Notes or any renewals or refinancings thereof (any of the actions described in clauses (a) through (f) above is referred to herein as a "Specified Action"), except for (i) such encumbrances or restrictions arising by reason of Acquired Indebtedness of any Restricted Subsidiary existing at the time such Person became a Restricted Subsidiary, provided that such encumbrances or restrictions were not created in anticipation of such Person becoming a Restricted Subsidiary and are not applicable to Mediacom or any other Restricted Subsidiary, (ii) such encumbrances or restrictions arising under refinancing Indebtedness permitted by clause (g) of the second paragraph under Section 1008; provided that the terms and conditions of any such restrictions are no less favorable to the holders of Notes than those under the Indebtedness being refinanced, (iii) customary provisions restricting the assignment of any contract or interest of Mediacom or any Restricted Subsidiary, (iv) restrictions contained in this Indenture or any other indenture governing debt securities that are no more restrictive than those contained in this Indenture, and (v) restrictions under the Subsidiary Credit Facilities and under the Future Subsidiary Credit Facilities, provided that, in the case of any Future Subsidiary Credit Facility Mediacom shall have used commercially reasonable efforts to include in the agreements relating to such Future Subsidiary Credit Facility provisions concerning the encumbrance or restriction on the ability of any Restricted Subsidiary to take any Specified Action that are no more restrictive than those in effect in the Subsidiary Credit Facilities on the date of the creation of the applicable restriction in such Future Subsidiary Credit Facility ("Comparable Restriction Provisions"), and provided further that if Mediacom shall conclude in its sole discretion based on then prevailing market conditions that it is not in the best interest of Mediacom and the Restricted Subsidiaries to comply with the foregoing proviso, the failure to include Comparable Restriction Provisions in the agreements relating to such Future Subsidiary Credit Facility shall not constitute a violation of the provisions of this Section 1010.

SECTION 1011. Limitation on Liens.

Mediacom shall not Incur any Indebtedness secured by a Lien against or on any of its property or assets now owned or hereafter acquired by Mediacom unless contemporaneously therewith effective provision is made to secure the Notes equally and ratably with such secured Indebtedness. This restriction does not, however, apply to Indebtedness secured by (i) Liens, if any, in effect on the date of this Indenture; (ii) Liens in favor of governmental bodies to secure progress or advance payments; (iii) Liens on Equity Interests or Indebtedness existing at the time of the acquisition thereof (including acquisition through merger or consolidation), provided that such Liens were not Incurred in anticipation

of such acquisition; (iv) Liens securing industrial revenue or pollution control bonds; (v) Liens securing the Notes; (vi) Liens securing Indebtedness of Mediacom in an amount not to exceed $10,000,000 at any time outstanding; (vii) Other Permitted Liens; and (viii) any extension, renewal or replacement of any Lien referred to in the foregoing clauses (i) through (vii), inclusive.

SECTION 1012. Change of Control.

(a) Upon the occurrence of a Change of Control, each holder of Notes shall have the right to require the Issuers to repurchase all or any part of such holder's Notes pursuant to an offer described in this Section 1012 (the "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus any accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of repurchase (the "Change of Control Payment").

(b) Within 30 days of the occurrence of a Change of Control, the Issuers shall send by first-class mail, postage prepaid, to the Trustee and to each holder of the Notes, at the address appearing in the Note Register, a notice stating: (1) that the Change of Control Offer is being made pursuant to this Section 1012 and that all Notes tendered will be accepted for payment; (2) the purchase price and the purchase date, which shall be a business day no earlier than 30 days nor later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"); (3) that any Note not tendered will continue to accrue interest; (4) that, unless the Issuers default in the payment of the Change of Control Payment, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date; (5) that holders accepting the offer to have their Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes to the Paying Agent at the address specified in the notice prior to the close of business on the business day preceding the Change of Control Payment Date; (6) that holders will be entitled to withdraw their acceptance if the Paying Agent receives, not later than the close of business on the third Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the holder, the principal amount of the Notes delivered for purchase, and a statement that such holder is withdrawing its election to have such Notes purchased; (7) that holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, provided that each Note purchased and each such new Note issued shall be in an original principal amount in denominations of $1,000 and integral multiples thereof; (8) any other procedures that a holder must follow to accept a Change of Control Offer or effect withdrawal of such acceptance; and (9) the name and address of the Paying Agent.

(c) On the Change of Control Payment Date, the Issuers shall, to the extent lawful (i) accept for payment Notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent money sufficient to pay the purchase price of all Notes or portions thereof so tendered and (iii) deliver or cause to be delivered to the Trustee Notes so accepted together with an Officers' Certificate stating the Notes or portions thereof tendered to the Issuers. The Paying Agent shall promptly mail to each holder of Notes so accepted payment in an amount equal to the purchase price for such Notes, and the Issuers shall execute and issue, and the Trustee shall promptly authenticate and mail to such holder, a new Note equal in principal amount to any unpurchased portion of the Notes surrendered; provided that each such new Note shall be issued in an original principal amount in denominations of $1,000 and integral multiples thereof. The Issuers shall send to the Trustee and the holders of Notes on or as soon as practicable after the Change of Control Payment Date a notice setting forth the results of the Change of Control Offer.

(d) The Issuers shall not be required to make a Change of Control Offer if a third party makes the Change of Control Offer in the manner, at the time and otherwise in compliance with the

requirements set forth herein applicable to a Change of Control Offer made by the Issuers and purchases all Notes or portions thereof validly tendered and not withdrawn under such Change of Control Offer.

(e) The Issuers shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant.

SECTION 1013. Limitation on Sales of Assets.

(a) Mediacom shall not, and shall not permit any Restricted Subsidiary to, consummate an Asset Sale unless (i) Mediacom or such Restricted Subsidiary, as the case may be, receives consideration at the time of such sale or other disposition at least equal to the fair market value thereof (as determined in good faith by the Executive Committee, whose determination shall be conclusive and evidenced by a Committee Resolution); (ii) not less than 75% of the consideration received by Mediacom or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and (iii) the Asset Sale Proceeds received by Mediacom or such Restricted Subsidiary are applied (a) first, to the extent Mediacom elects, or is required, to prepay, repay or purchase debt under any then existing Indebtedness of Mediacom or any Restricted Subsidiary within 360 days following the receipt of the Asset Sale Proceeds from any Asset Sale or, to the extent Mediacom elects, to make an investment in assets (including Equity Interests or other securities purchased in connection with the acquisition of Equity Interests or property of another Person) used or useful in a Related Business, provided that such investment occurs and such Asset Sale Proceeds are so applied within 360 days following the receipt of such Asset Sale Proceeds (the "Reinvestment Date"), and (b) second, on a pro rata basis (1) to the repayment of an amount of Other Pari Passu Debt not exceeding the Other Pari Passu Debt Pro Rata Share (provided that any such repayment shall result in a permanent reduction of any commitment in respect thereof in an amount equal to the principal amount so repaid) and (2) if on the Reinvestment Date with respect to any Asset Sale the Excess Proceeds exceed $10,000,000, the Issuers shall apply an amount equal to such Excess Proceeds to an offer to repurchase the Notes, at a purchase price in cash equal to 100% of the principal amount thereof plus accrued and unpaid interest and Liquidated Damages, if any, to the date of repurchase (an "Excess Proceeds Offer"); provided, that so long as any of the 8 1/2% Notes are outstanding, the Issuers shall make such an Excess Proceeds Offer, together with a similar pro rata offer to the holders of the 8 1/2% Notes, and purchase any Notes and 8 1/2% Notes tendered in such offers within 359 days following the receipt of the Asset Sales Proceeds. If an Excess Proceeds Offer is not fully subscribed, the Issuers may retain the portion of the Excess Proceeds not required to repurchase Notes. For purposes of determining in clause (ii) above the percentage of cash consideration received by Mediacom or any Restricted Subsidiary, the amount of any (x) liabilities (as shown on Mediacom's or such Restricted Subsidiary's most recent balance sheet) of Mediacom or any Restricted Subsidiary that are actually assumed by the transferee in such Asset Sale and from which Mediacom and the Restricted Subsidiaries are fully released shall be deemed to be cash, and (y) securities, notes or other similar obligations received by Mediacom or such Restricted Subsidiary from such transferee that are immediately converted (or are converted within 30 days of the related Asset Sale) by Mediacom or such Restricted Subsidiary into cash shall be deemed to be cash in an amount equal to the net cash proceeds realized upon such conversion.

(b) If the Issuers are required to make an Excess Proceeds Offer, the Issuers shall mail, within 30 days following the Reinvestment Date, a notice to the holders of Notes stating, among other things: (1) that such holders have the right to require the Issuers to apply the Excess Proceeds to repurchase such Notes at a purchase price in cash equal to 100% of the principal amount thereof plus accrued and unpaid interest and Liquidated Damages, if any, to the date of purchase; (2) the purchase date, which shall be no earlier than 30 days and not later than 60 days from the date such notice is mailed; (3) the instructions, determined by the Issuers, that each holder must follow in order to have such Notes

repurchased; and (4) the calculations used in determining the amount of Excess Proceeds to be applied to the repurchase of such Notes. If the aggregate principal amount of Notes surrendered by holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased on a pro rata basis or by lot or by such other method that the Trustee deems to be fair and equitable to holders. Upon completion of the Excess Proceeds Offer, the amount of Excess Proceeds shall be reset to zero.

(c) The Issuers shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant.

(d) Notwithstanding the foregoing, Mediacom or any Restricted Subsidiary shall be permitted to consummate an Asset Swap if (i) at the time of entering into the related Asset Swap Agreement or immediately after giving effect to such Asset Swap no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and (ii) such Asset Swap shall have been approved in good faith by the Executive Committee, whose approval shall be conclusive and evidenced by a Committee Resolution, which states that such Asset Swap is fair to Mediacom or such Restricted Subsidiary, as the case may be, from a financial point of view.

SECTION 1014. Reports.

Whether or not the Issuers are subject to Section 13(a) or 15(d) of the Exchange Act or any successor provision thereto, the Issuers shall file with the SEC (if permitted by SEC practice and applicable law and regulations) so long as the Notes are outstanding the annual reports, quarterly reports and other periodic reports which the Issuers would have been required to file with the SEC pursuant to Section 13(a) or 15(d) or any successor provision thereto if the Issuers were so subject on or prior to the respective dates (the "Required Filing Dates") by which the Issuers would have been required to file such documents if the Issuers were so subject. The Issuers shall also in any event (a) within 15 days of each Required Filing Date (whether or not permitted or required to be filed with the SEC) (i) transmit or cause to be transmitted by mail to all holders of Notes, at such holder's address appearing in the register maintained by the Note Registrar, without cost to such holders, and (ii) file with the Trustee, copies of the annual reports, quarterly reports and other documents which the Issuers are required to file with the SEC pursuant to the preceding sentence, or if such filing is not so permitted, information and data of a similar nature, and (b) if, notwithstanding the preceding sentence, filing such documents by the Issuers with the SEC is not permitted by SEC practice or applicable law or regulations, promptly upon written request supply copies of such documents to any holder of Notes. In addition, for so long as any Notes remain outstanding and prior to the later of the consummation of the Exchange Offer and the effectiveness of the Shelf Registration Statement, if required, the Issuers shall furnish to holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

SECTION 1015. Limitation on Business Activities of Mediacom Capital.

Mediacom Capital shall not hold any material assets, become liable for any material obligations, engage in any trade or business, or conduct any business activity, other than the issuance of Equity Interests to Mediacom or any Wholly Owned Restricted Subsidiary, the Incurrence of Indebtedness as a co-obligor or guarantor of Indebtedness Incurred by Mediacom, including the Notes, that is permitted to be Incurred by Mediacom under Section 1008 (provided that the net proceeds of such Indebtedness are retained by Mediacom or loaned to or contributed as capital to one or more of the Restricted Subsidiaries other than Mediacom Capital), and activities incidental thereto. Neither Mediacom nor any Restricted Subsidiary shall engage in any transactions with Mediacom Capital in violation of the immediately preceding sentence.

SECTION 1016. Statement by Officers as to Default.

(a) The Issuers will deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate meeting the requirements of Section 103 stating that a review of the activities of the Issuers and its Restricted Subsidiaries during the preceding fiscal year has been made under the supervision of the signing officers with a view to determining whether it has kept, observed, performed and fulfilled, and has caused each of its Restricted Subsidiaries to keep, observe, perform and fulfill its obligations under this Indenture and further stating, as to each such officer signing such certificate, that, to the best of his or her knowledge, the Issuers during such preceding fiscal year has kept, observed, performed and fulfilled, and has caused each of its Restricted Subsidiaries to keep, observe, perform and fulfill each and every such covenant contained in this Indenture and no Event of Default occurred during such year and at the date of such certificate there is no Event of Default which has occurred and is continuing or, if such signers do know of such Event of Default, the certificate shall describe its status with particularity and shall state what action the Issuers are taking or propose to take in respect thereof and that, to the best of his or her knowledge, no event has occurred and remains by reason of which payments on the account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action each is taking or proposes to take with respect thereto. The Officers' Certificate shall also notify the Trustee should the Issuers elect to change the manner in which it fixes it fiscal year end. For purposes of this Section 1016(a), such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

(b) When any Default has occurred and is continuing under this Indenture, or if the trustee for or the holder of any other evidence of Indebtedness of the Issuers or any Significant Subsidiary gives any notice or takes any other action with respect to a claimed Default (other than with respect to Indebtedness in the principal amount of less than $15,000,000), the Issuers shall deliver to the Trustee by registered or certified mail or facsimile transmission an Officers' Certificate specifying such event, notice or other action within five Business Days of its occurrence.

SECTION 1017. Limitation on Guarantees of Certain Indebtedness.

(a) Mediacom shall not (i) permit any Restricted Subsidiary to guarantee any Indebtedness of either Issuer other than the Notes (the "Other Indebtedness"), or (ii) pledge any intercompany Indebtedness representing obligations of any of its Restricted Subsidiaries to secure the payment of Other Indebtedness, in each case unless such Restricted Subsidiary, the Issuers and the Trustee execute and deliver a supplemental indenture pursuant to Section 901 causing such Restricted Subsidiary to guarantee (the "Restricted Subsidiary Guarantee") the Issuers' obligations under this Indenture and the Notes to the same extent that such Restricted Subsidiary guaranteed the Issuers' obligations under the Other Indebtedness (including waiver of subrogation, if any). Thereafter, such Restricted Subsidiary shall be a Guarantor for all purposes of this Indenture.

(b) The guarantee of a Restricted Subsidiary shall be released upon (i) the sale of all of the Equity Interests, or all or substantially all of the assets, of the applicable Guarantor (in each case other than to Mediacom or a Subsidiary), (ii) the designation by Mediacom of the applicable Guarantor as an Unrestricted Subsidiary pursuant to Section 1018, or (iii) the release of the guarantee of such Guarantor with respect to the obligations which caused such Guarantor to deliver the Restricted Subsidiary Guarantee in accordance with the preceding paragraph, in each case in compliance with this Indenture (including, in the event of a sale of Equity Interests or assets described in clause (i) above, that the net cash proceeds are applied in accordance with the requirements of Section 1013).

(c) The Trustee shall, at the sole cost and expense of the Issuers, upon receipt of a request by the Issuers accompanied by an Officers' Certificate certifying as to the compliance with

paragraph (b) of this Section and, with respect to clause (i) or (ii) of paragraph (b) of this Section, upon receipt at the reasonable request of the Trustee of an Opinion of Counsel that the provisions of this Section have been complied with, deliver an appropriate instrument evidencing such release. Any Guarantor not so released remains liable for the full amount of principal of and interest on the Notes and the other obligations of the Issuers provided herein.

SECTION 1018. Designation of Unrestricted Subsidiaries.

(a) Mediacom may designate any Subsidiary (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) as an "Unrestricted Subsidiary" under this Indenture (a "Designation") only if (a) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Designation; (b) at the time of and after giving effect to such Designation, Mediacom would be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio under the first paragraph of Section 1008; and (c) Mediacom would be permitted to make a Restricted Payment at the time of Designation (assuming the effectiveness of such Designation) pursuant to paragraph (a) of Section 1007 in an amount (the "Designation Amount") equal to Mediacom's proportionate interest in the fair market value of such Subsidiary on such date (as determined in good faith by the Executive Committee, whose determination shall be conclusive and evidenced by a Committee Resolution). Notwithstanding the foregoing, neither Mediacom Capital nor any of its Subsidiaries may be designated as Unrestricted Subsidiaries.

(b) At the time of Designation all of the Indebtedness of such Unrestricted Subsidiary shall consist of, and shall at all times thereafter consist of, Non-Recourse Indebtedness, and neither Mediacom nor any Restricted Subsidiary shall at any time have any direct or indirect obligation to (x) make additional Investments (other than Permitted Investments) in any Unrestricted Subsidiary or (y) maintain or preserve the financial condition of any Unrestricted Subsidiary or cause any Unrestricted Subsidiary to achieve any specified levels of operating results or (z) be party to any agreement, contract, arrangement or understanding with any Unrestricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to Mediacom or such Restricted Subsidiary than those that might be obtained, in light of all the circumstances, at the time from Persons who are not Affiliates of Mediacom. If, at any time, any Unrestricted Subsidiary would violate the foregoing requirements, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary shall be deemed to be Incurred as of such date.

(c) Mediacom may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a "Revocation") if (a) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Revocation; (b) at the time of and after giving effect to such Revocation, Mediacom would be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio of the first paragraph of Section 1008; and (c) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if Incurred at such time, have been permitted to be Incurred for all purposes of this Indenture.

(d) All Designations and Revocations must be evidenced by Committee Resolutions delivered to the Trustee certifying compliance with the foregoing provisions.

ARTICLE ELEVEN.
REDEMPTION OF NOTES

SECTION 1101. Optional Redemption.

The Notes may or shall, as the case may be, be redeemed, as a whole or from time to time in part, subject to the conditions and at the redemption prices specified in the Form of Note (Section 203), together with accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of redemption.

SECTION 1102. Applicability of Article.

Redemption of Notes at the election of the Issuers or otherwise, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article.

SECTION 1103. Election to Redeem; Notice to Trustee.

The election of the Issuers to redeem any Notes pursuant to Section 1101 shall be evidenced by a Committee Resolution. In case of any redemption at the election of the Issuers, the Issuers shall, at least 90 days prior to the date of redemption (the "Redemption Date") fixed by the Issuers (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Notes to be redeemed and shall deliver to the Trustee such documentation and records as shall enable the Trustee to select the Notes to be redeemed pursuant to Section 1104.

SECTION 1104. Selection by Trustee of Notes to Be Redeemed.

If fewer than all the Notes are to be redeemed, the Trustee will select the Notes to be redeemed, if the Notes are listed on a national securities exchange, in accordance with the rules of such exchange or, if the Notes are not so listed, on a pro rata basis or by lot or by such other method that the Trustee deems to be fair and equitable to holders. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed and a new Note or Notes in principal amount equal to the unredeemed principal portion thereof will be issued; provided, that no Notes of a principal amount of $1,000 or less shall be redeemed in part. On and after the Redemption Date, interest will cease to accrue on Notes or portions thereof called for redemption as long as the Issuers have deposited with the Paying Agent for the Notes funds in satisfaction of the applicable redemption price pursuant to this Indenture.

The Trustee shall promptly notify the Issuers in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Notes shall relate, in the case of any Note redeemed or to be redeemed only in part, to the portion of the principal amount of such Note which has been or is to be redeemed.

SECTION 1105. Notice of Redemption.

Notice of redemption shall be given in the manner provided for in Section 106 not less than 30 nor more than 60 days' prior to the Redemption Date by first class mail to each Holder of Notes to be redeemed at such Holder's address appearing in the Note Register. The Trustee shall give notice of redemption in the Issuers' name and at the Issuers' expense; provided, however, that the Issuers shall

deliver to the Trustee, at least 45 days prior to the Redemption Date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the following items.

All notices of redemption shall state:

(i) the Redemption Date,

(ii) the Redemption Price and the amount of accrued interest to the Redemption Date payable as provided in Section 1107, if any,

(iii) if less than all outstanding Notes are to be redeemed, the identification of the particular Notes (or portion thereof) to be redeemed, as well as the aggregate principal amount of Notes to be redeemed and the aggregate principal amount of Notes to be outstanding after such partial redemption,

(iv) in case any Note is to be redeemed in part only, the notice which relates to such Note shall state that on and after the Redemption Date, upon surrender of such Note, the holder will receive, without charge, a new Note or Notes of authorized denominations for the principal amount thereof remaining unredeemed,

(v) that on the Redemption Date the Redemption Price (and accrued interest, if any, to the Redemption Date payable as provided in Section 1107) will become due and payable upon each such Note, or the portion thereof, to be redeemed, and, unless the Issuers defaults in making the redemption payment, that interest on Notes called for redemption (or the portion thereof) will cease to accrue on and after said date,

(vi) the place or places where such Notes are to be surrendered for payment of the Redemption Price and accrued interest, if any,

(vii) the name and address of the Paying Agent,

(viii) that Notes called for redemption must be surrendered to the Paying Agent to collect the Redemption Price,

(ix) the CUSIP number, and that no representation is made as to the accuracy or correctness of the CUSIP number, if any, listed in such notice or printed on the Notes, and

(x) the paragraph of the Notes or Section of this Indenture pursuant to which the Notes are to be redeemed.

SECTION 1106. Deposit of Redemption Price.

Prior to any Redemption Date, the Issuers shall deposit with the Trustee or with a Paying Agent (or, if the Issuers are acting as their own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the Redemption Price of, and accrued interest on, all the Notes which are to be redeemed on that date.

SECTION 1107. Notes Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Notes so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified (together with accrued interest, if any, to the Redemption Date), and from and after such date (unless the Issuers shall default in the payment of the Redemption Price and accrued interest) such Notes shall cease to bear interest. Upon surrender of any such Note for redemption in accordance with said notice, such Note shall be paid by the Issuers at the Redemption Price, together with accrued interest, if any, to the Redemption Date; provided, however, that installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Notes, or one or more predecessor Notes, registered as such at the close of business on the relevant Regular Record Date or Special Record Date, as the case may be, according to their terms and the provisions of Section 311.

If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate borne by the Notes.

SECTION 1108. Notes Redeemed in Part.

Any Note which is to be redeemed only in part (pursuant to the provisions of this Article) shall be surrendered at the office or agency of the Issuers maintained for such purpose pursuant to Section 1002 (with, if the Issuers or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuers and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Issuers shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note at the expense of the Issuers, a new Note or Notes, of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered, provided, that each such new Note will be in a principal amount of $1,000 or integral multiple thereof.

ARTICLE TWELVE.
DEFEASANCE AND COVENANT DEFEASANCE

SECTION 1201. The Issuers' Option to Effect Defeasance or Covenant Defeasance.

The Issuers may, at their option, at any time, with respect to the Notes, elect to have either Section 1202 or Section 1203 be applied to all outstanding Notes upon compliance with the conditions set forth in this Article Twelve. The Issuers in their sole discretion can defease the Notes.

SECTION 1202. Defeasance and Discharge.

Upon the Issuers' exercise under Section 1201 of the option applicable to this Section 1202, the Issuers shall be deemed to have been discharged from any and all obligations with respect to all outstanding Notes on the date the conditions set forth in Section 1204 are satisfied (hereinafter, "Defeasance"). For this purpose, such Defeasance means that the Issuers shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 1205 and the other Sections of this Indenture referred to in (i) and (ii) below, and to have satisfied all its other obligations under such Notes and this Indenture insofar as such Notes are concerned (and the Trustee, at the expense of the Issuers, shall execute proper instruments acknowledging the same), except for the following which shall survive until

otherwise terminated or discharged hereunder: (i) the rights of Holders of outstanding Notes to receive, solely from the trust fund described in Section 1204 and as more fully set forth in such Section, payments in respect of the principal of (and premium, if any, on) and interest on such Notes when such payments are due, (ii) the Issuers' obligations with respect to such Notes under Sections 304, 305, 310, 1002 and 1003, (iii) the rights, powers, trusts, duties and immunities of the Trustee hereunder, and the Issuers' obligations in connection therewith and (iv) this Article Twelve.

If the Issuers exercise their Defeasance option, payment of the Notes may not be accelerated because of an Event of Default.

Subject to compliance with this Article Twelve, the Issuers may exercise their option under this Section 1202 notwithstanding the prior exercise of their option under Section 1203 with respect to the Notes.

SECTION 1203. Covenant Defeasance.

Upon the Issuers' exercise under Section 1201 of the option applicable to this Section 1203, the Issuers may terminate (i) its obligations under any covenant contained in Sections 1007 through 1015 and Section 1017, (ii) the operation of Section 501(iv), Section 501(v), Section 501(vi) (with respect only to Significant Subsidiaries), Section 501(vii) (with respect only to Significant Subsidiaries) and Section 501(iii) and (iii) the limitations contained in Sections 801(iii) and 801(iv) (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not to be "outstanding" for the purposes of any direction, waiver, consent or declaration or Act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes will not be outstanding for accounting purposes). If the Issuers exercise their covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified under Section 501(iv), (v), (vi) (with respect only to Significant Subsidiaries), (vii) (with respect only to Significant Subsidiaries) and Section 501(viii) or because of the failure of the Issuers to comply with Section 801(iii) and 801(iv). For this purpose, such Covenant Defeasance means that, with respect to the outstanding Notes, the Issuers may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 501(iii), but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby.

SECTION 1204. Conditions to Defeasance or Covenant Defeasance.

The following shall be the conditions to application of either Section 1202 or Section 1203 to the outstanding Notes:

(i) the Issuers shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee satisfying the requirements of this Indenture who shall agree to comply with the provisions of this Article Twelve applicable to it) as trust funds in trust money or U.S. Government Obligations, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants selected by the Issuers, to pay the principal of, premium, if any, and Liquidated Damages, if any, and interest due on the outstanding Notes on the Stated Maturity or on the applicable Redemption Date as the case may be, of such principal, premium, if any, or interest on the outstanding Notes;

(ii) in the case of Defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee (which opinion may be subject to customary assumptions and exclusions) confirming that (A) the Issuers have received from, or there has been published by, the United States Internal Revenue Service a ruling or (B) since the Issue Date, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel in the United States (which opinion may be subject to customary assumptions and exclusions) shall confirm that the Holders of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Defeasance had not occurred;

(iii) Mediacom shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the Holders of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Defeasance or Covenant Defeasance and will be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such Defeasance or Covenant Defeasance had not occurred;

(iv) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(v) such Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture) to which the Issuers is a party or by which the Issuers is bound;

(vi) Mediacom shall have delivered to the Trustee an Opinion of Counsel to the effect that, (A) as of the date of such opinion and subject to customary assumptions and exclusions following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally under any applicable U.S. federal or state law, and that the Trustee has a perfected security interest in such trust funds for the ratable benefit of the Holders and (B) such Defeasance or Covenant Defeasance, as the case may be, will not require registration of the Issuers, the Trustee or the trust fund under the Investment Company Act of 1940, as amended or the Investment Advisors Act of 1940, as amended;

(vii) The Issuers shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuers with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuers or others;

(viii) The Issuers shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel in the United States (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Defeasance or the Covenant Defeasance, as the case may be, have been complied with; and

(ix) The Issuers shall have delivered to the Trustee the opinion of a nationally recognized firm of independent public accountants stating the matters set forth in paragraph (i) above.

SECTION 1205. Deposited Money and U.S. Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

Subject to the provisions of the last paragraph of Section 1003, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 1205, the "Trustee") pursuant to Section 1204 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuers acting as their own Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal (and premium, if any) and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuers shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to Section 1204 or the principal and interest received in respect thereof.

Anything in this Article Twelve to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuers from time to time upon the Issuers' Request any money or U.S. Government Obligations held by it as provided in Section 1204 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect an equivalent defeasance or covenant defeasance, as applicable, in accordance with this Article.

SECTION 1206. Reinstatement.

If the Trustee or any Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 1205 by reason of any legal proceeding or by any reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuers' obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 1202 or 1203, as the case may be, until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 1205; provided, however, that if the Issuers makes any payment of principal of (or premium, if any) or interest on any Note following the reinstatement of its obligations, the Issuers shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money and U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE THIRTEEN.
RESTRICTED SUBSIDIARY GUARANTEE

SECTION 1301. Unconditional Guarantee.

Each Guarantor hereby unconditionally, jointly and severally, guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns that: the principal of and interest and Liquidated Damages, if any, on the Notes shall be promptly paid in full when due, subject to any applicable grace period, whether at maturity, by acceleration or otherwise, and interest and Liquidated Damages, if any, on the overdue principal and interest on any overdue interest on the Notes and all other obligations of the Issuers to the Holders or the Trustee hereunder or under the Notes shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; subject, however, to the limitations set forth in Section 1303. Each Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of the any action to enforce the same, any waiver or consent by

any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuers, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuers, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever and covenants that the Restricted Subsidiary Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, this Indenture, and this Restricted Subsidiary Guarantee. If any Holder or the Trustee is required by any court or otherwise to return to the Issuers, any Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Issuers or any Guarantor, any amount paid by the Issuers to any Guarantor to the Trustee or such Holder, this Restricted Subsidiary Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Each Guarantor further agrees that, as between each Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Five for the purpose of this Restricted Subsidiary Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration in respect of such obligations as provided in Article Five, such obligations (whether or not due and payable) shall forthwith become due and payable by each Guarantor for the purpose of this Restricted Subsidiary Guarantee.

SECTION 1302. Severability.

In case any provision of this Restricted Subsidiary Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1303. Limitation of Guarantor's Liability.

Each Guarantor, and by its acceptance hereof each Holder and the Trustee, hereby confirms that it is the intention of all such parties that the guarantee by such Guarantor pursuant to its Restricted Subsidiary Guarantee not constitute a fraudulent transfer or conveyance for purposes of title 11 of the United States Code, as amended, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar U.S. Federal or state or other applicable law or that the obligations of such Guarantor under Section 1301 would otherwise be held or determined to be void, invalid or unenforceable on account of the amount of its liability under said Section 1301. To effectuate the foregoing intention, the Holders and such Guarantor hereby irrevocably agree that the obligations of such Guarantor under the Restricted Subsidiary Guarantee shall be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Restricted Subsidiary Guarantee or pursuant to Section 1304, result in the obligations of such Guarantor under the Restricted Subsidiary Guarantee not constituting such fraudulent transfer or conveyance and not being held or determined to be void, invalid or unenforceable.

SECTION 1304. Contribution.

In order to provide for just and equitable contribution among the Guarantors, the Guarantors agree, inter se, that in the event any payment or distribution is made by any Guarantor (a "Funding Guarantor") under the Restricted Subsidiary Guarantee, such Funding Guarantor shall be entitled to a contribution from all other Guarantors in a pro rata amount, based on the net assets of each Guarantor (including the Funding Guarantor), determined in accordance with GAAP, subject to Section 1303, for all payments, damages and expenses incurred by that Funding Guarantor in discharging the

Issuers' obligations with respect to the Notes or any other Guarantor's obligations with respect to the Restricted Subsidiary Guarantee.

SECTION 1305. Additional Guarantors.

Any Restricted Subsidiary which is required pursuant to Section 1017 to become a Guarantor shall (a) execute and deliver to the Trustee a supplemental indenture in form and substance reasonably satisfactory to the Trustee which subjects such Restricted Subsidiary to the provisions of this Indenture as a Guarantor and pursuant to which such Restricted Subsidiary agrees to guarantee to each Holder of a Note the payment of allowances due in respect of the Notes in accordance with the provisions of this Indenture, and (b) cause to be delivered to the Trustee an Opinion of Counsel to the effect that such supplemental indenture has been duly authorized and executed by such Restricted Subsidiary and constitutes the legal, valid, binding and enforceable obligation of such Restricted Subsidiary (subject to such customary exceptions concerning fraudulent conveyance laws, creditors' rights and equitable principles).

SECTION 1306. Subordination of Subrogation and Other Rights.

Each Guarantor hereby agrees that any claim against the Issuers that arises from the payment, performance or enforcement of such Guarantor's obligations under its Restricted Subsidiary Guarantee or this Indenture, including, without limitation, any right of subrogation, shall be subject and subordinate to, and no payment with respect to any such claim of such Guarantor shall be made before, the payment in full in cash of all outstanding Notes in accordance with the provisions provided therefor in this Indenture.

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

MEDIACOM LLC

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

MEDIACOM CAPITAL CORPORATION

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

BANK OF MONTREAL TRUST COMPANY

By /s/ PETER MORSE

Name: Peter Morse
Title: Vice President

Exhibit 4.2(b)

EXECUTION COPY

MEDIACOM LLC
MEDIACOM CAPITAL CORPORATION

$125,000,000

7 7/8% Senior Notes due 2011

EXCHANGE AND REGISTRATION RIGHTS AGREEMENT

February 26, 1999

CHASE SECURITIES INC.
c/o Chase Securities Inc.
270 Park Avenue, 4th floor
New York, New York 10017

Ladies and Gentlemen:

Mediacom LLC, a New York limited liability company ("Mediacom" and, together with its direct and indirect Subsidiaries (as defined herein) and Mediacom Capital (as defined herein), the "Company"), and Mediacom Capital Corporation, a New York corporation and a wholly-owned subsidiary of Mediacom ("Mediacom Capital" and, together with Mediacom, the "Issuers"), propose to issue and sell to Chase Securities Inc. (the "Initial Purchaser"), upon the terms and subject to the conditions set forth in a purchase agreement dated February 19, 1999 (the "Purchase Agreement"), $125,000,000 aggregate principal amount of their 7 7/8% Senior Notes due 2011 (the "Notes"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

As an inducement to the Initial Purchaser to enter into the Purchase Agreement and in satisfaction of a condition to the obligations of the Initial Purchaser thereunder, the Issuers agree with the Initial Purchaser, for the benefit of the holders (including the Initial Purchaser) of the Notes, the Exchange Notes (as defined herein) and the Private Exchange Notes (as defined herein) (collectively, the "Holders"), as follows:

1. Registered Exchange Offer. The Issuers shall (i) prepare and, not later than 180 days following the date of original issuance of the Notes (the "Issue Date"), file with the Commission a registration statement on Form S-1 or Form S-4, if the use of such form is then available (the "Exchange Offer Registration Statement"), with respect to a proposed offer to the Holders of the Notes (the "Registered Exchange Offer") to issue and deliver to such Holders, in exchange for the Notes, a like aggregate principal amount of debt securities of the Issuers (the "Exchange Notes") that are identical in all material respects to the Notes, except for the transfer restrictions relating to the Notes, (ii) use their reasonable best efforts to cause the Exchange Offer Registration Statement to become effective under the Securities Act no later than 300 days after the Issue Date and the Registered Exchange Offer to be consummated no later than 360 days after the Issue Date and (iii) keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date on which notice of the Registered Exchange Offer is mailed to the Holders (such period being called the "Exchange Offer Registration Period"). The Exchange Notes will be issued under the Indenture or an indenture (the "Exchange Notes Indenture") between the Issuers and the Trustee or such other bank or trust company that is reasonably satisfactory to the

Initial Purchaser, as trustee (the "Exchange Notes Trustee"), such indenture
to be identical in all material respects to the Indenture, except for the transfer restrictions relating to the Notes (as described above).

Upon the effectiveness of the Exchange Offer Registration Statement, the Issuers shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder electing to exchange Notes for Exchange Notes or Private Exchange Notes (assuming that such Holder (a) is not an affiliate of the Issuers or an Exchanging Dealer (as defined herein) not complying with the requirements of the next sentence, (b) is not an Initial Purchaser holding Notes that have, or that are reasonably likely to have, the status of an unsold allotment in an initial distribution, (c) acquires the Exchange Notes in the ordinary course of such Holder's business and (d) has no arrangements or understandings with any person to participate in the distribution of the Exchange Notes) and to trade such Exchange Notes from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of the several states of the United States. The Issuers, the Initial Purchaser and each Exchanging Dealer acknowledge that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, each Holder that is a broker-dealer electing to exchange Notes, acquired for its own account as a result of market-making activities or other trading activities, for Exchange Notes (an "Exchanging Dealer"), is required to deliver a prospectus containing
substantially the information set forth in Exhibit A hereto on the cover, in Exhibit B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Exhibit C hereto in the "Plan of Distribution" section of such prospectus in connection with a sale of any such Exchange Notes received by such Exchanging Dealer pursuant to the Registered Exchange Offer.

If, prior to the consummation of the Registered Exchange Offer, any Holder holds any Notes acquired by it that have, or that are reasonably likely to be determined to have, the status of an unsold allotment in an initial distribution, or any Holder is not entitled to participate in the Registered Exchange Offer, the Issuers shall, upon the request of any such Holder, simultaneously with the delivery of the Exchange Notes in the Registered Exchange Offer, issue and deliver to any such Holder, in exchange for the Notes held by such Holder (the "Private Exchange"), a like aggregate principal amount
of debt securities of the Issuers (the "Private Exchange Notes") that are
identical in all material respects to the Exchange Notes, except for the transfer restrictions relating to such Private Exchange Notes. The Private Exchange Notes will be issued under the same indenture as the Exchange Notes, and the Issuers shall use their reasonable best efforts to cause the Private Exchange Notes to bear the same CUSIP number as the Exchange Notes.

In connection with the Registered Exchange Offer, the Issuers shall:

(a) mail to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date on which notice of the Registered Exchange Offer is mailed to the Holders;

(c) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York;

(d) permit Holders to withdraw tendered Notes at any time prior to the close of business, New York City time, on the last business day on which the Registered Exchange Offer shall remain open; and

(e) otherwise comply in all respects with all laws that are applicable to the Registered Exchange Offer.

As soon as practicable after the close of the Registered Exchange Offer and any Private Exchange, as the case may be, the Issuers shall:

(a) accept for exchange all Notes tendered and not validly withdrawn pursuant to the Registered Exchange Offer and the Private Exchange;

(b) deliver to the Trustee for cancellation all Notes so accepted for exchange; and

(c) cause the Trustee or the Exchange Notes Trustee, as the case may be, promptly to authenticate and deliver to each Holder, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange.

The Issuers shall use their reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein in order to permit such prospectus to be used by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Notes; provided that (i) in the case where such
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prospectus and any amendment or supplement thereto must be delivered by an Exchanging Dealer, such period shall be the lesser of 180 days and the date on which all Exchanging Dealers have sold all Exchange Notes held by them and (ii) the Issuers shall make such prospectus and any amendment or supplement thereto available to any broker-dealer for use in connection with any resale of any Exchange Notes for a period of not less than 90 days after the consummation of the Registered Exchange Offer.

The Indenture or the Exchange Notes Indenture, as the case may be, shall provide that the Notes, the Exchange Notes and the Private Exchange Notes shall vote and consent together on all matters as one class and that none of the Notes, the Exchange Notes or the Private Exchange Notes will have the right to vote or consent as a separate class on any matter.

Interest on each Exchange Note and Private Exchange Note issued pursuant to the Registered Exchange Offer and in the Private Exchange will accrue from the last interest payment date on which interest was paid on the Notes surrendered in exchange therefor or, if no interest has been paid on the Notes, from the Issue Date.

Each Holder participating in the Registered Exchange Offer shall be required to represent to the Issuers that at the time of the consummation of the Registered Exchange Offer, (i) any Exchange Notes received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the distribution of the Notes or the Exchange Notes within the meaning of the Securities Act, and (iii) such Holder is not an affiliate of the Issuers or, if it is such an affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

Notwithstanding any other provisions hereof, the Issuers will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations of the Commission thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not, as of the consummation of the Registered Exchange Offer, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. Shelf Registration. If (i) because of any change in law or applicable interpretations thereof by the Commission's staff the Issuers are not permitted to effect the Registered Exchange Offer as contemplated by Section 1 hereof, or (ii) any Notes validly tendered pursuant to the Registered Exchange Offer are not exchanged for Exchange Notes within 360 days after the Issue Date, or (iii) the Initial Purchaser so requests with respect to Notes or Private Exchange Notes not eligible to be exchanged for Exchange Notes in the Registered Exchange Offer and held by it following the consummation of the Registered Exchange Offer, or (iv) any applicable law or interpretations do not permit any Holder to participate in the Registered Exchange Offer, or (v) any Holder that participates in the Registered Exchange Offer does not receive freely transferable Exchange Notes in exchange for tendered Notes, or (vi) the Issuers so elect, then the following provisions shall apply:

(a) The Issuers shall use their reasonable best efforts to file as promptly as practicable (but in no event more than 60 days after so required or requested pursuant to this Section 2) with the Commission, and thereafter shall use its reasonable best efforts to cause to be declared effective, a shelf registration statement on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities (as defined below) by the Holders thereof from time to time in accordance with the methods of distribution set forth in such registration statement (hereafter, a "Shelf Registration Statement" and, together with any Exchange Offer Registration Statement, a "Registration Statement").

(b) The Issuers shall use their reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus forming part thereof to be used by Holders of Transfer Restricted Securities for a period ending on the earlier of (i) two years from the Issue Date or such shorter period that will terminate when all the Transfer Restricted Securities covered by the Shelf Registration Statement have been sold pursuant thereto and (ii) the date on which the Notes become eligible for resale without volume restrictions pursuant to Rule 144 under the Securities Act (in any such case, such period being called the "Shelf Registration Period"). The Issuers shall be deemed not to have used their reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if they voluntarily take any action that would result in Holders of Transfer Restricted Securities covered thereby not being able to offer and sell such Transfer Restricted Securities during that period, unless such action is required by applicable law.

(c) Notwithstanding any other provisions hereof, the Issuers will ensure that (i) any Shelf Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations of the Commission thereunder, (ii) any Shelf Registration Statement and any amendment thereto (in either case, other than with respect to information included therein in reliance upon or in conformity with written information furnished to the Issuers by or on behalf of any Holder specifically for use therein (the "Holders' Information")) does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Shelf Registration Statement, and any supplement to such prospectus (in either case, other than with respect to Holders' Information), does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3. Liquidated Damages. (a) The parties hereto agree that the Holders of Transfer Restricted Securities will suffer damages if the Issuers fail to fulfill their obligations under Section 1 or Section 2, as applicable, and that it would not be feasible to ascertain the extent of such damages. Accordingly, if (i) the applicable Registration Statement is not filed with the Commission on or prior to 180 days after the Issue Date, (ii) the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, is not declared effective within 300 days after the Issue Date (or in the case of a Shelf Registration Statement required to be filed in response to a change in law or the applicable interpretations of Commission's staff, if later, within 90 days after publication of the change in law or

interpretation), (iii) the Registered Exchange Offer is not consummated on or prior to 360 days after the Issue Date, or (iv) the Shelf Registration Statement is filed and declared effective within 300 days after the Issue Date (or in the case of a Shelf Registration Statement required to be filed in response to a change in law or the applicable interpretations of Commission's staff, if later, within 90 days after publication of the change in law or interpretation) but shall thereafter cease to be effective (at any time that the Issuers are obligated to maintain the effectiveness thereof) without being succeeded within 120 days by an additional Registration Statement filed and declared effective (each such event referred to in clauses (i) through (iv), a "Registration Default"), the Issuers will be obligated to pay liquidated damages to each Holder of Transfer Restricted Securities, during the period of one or more such Registration Defaults, in an amount equal to $0.192 per week per $1,000 principal amount of Transfer Restricted Securities held by such Holder until (i) the applicable Registration Statement is filed, (ii) the Exchange Offer Registration Statement is declared effective and the Registered Exchange Offer is consummated, (iii) the Shelf Registration Statement is declared effective or (iv) the Shelf Registration Statement again becomes effective, as the case may be. Following the cure of all Registration Defaults, the accrual of liquidated damages will cease. As used herein, the term "Transfer Restricted Securities" means (i) each Note until the date on which such Note has been exchanged for a freely transferable Exchange Note in the Registered Exchange Offer, (ii) each Note or Private Exchange Note until the date on which it has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement or (iii) each Note or Private Exchange Note until the date on which it is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act. Notwithstanding anything to the contrary in this Section 3(a), the Issuers shall not be required to pay liquidated damages to a Holder of Transfer Restricted Securities if such Holder failed to comply with its obligations to make the representations set forth in the second to last paragraph of Section 1 or failed to provide the information required to be provided by it, if any, pursuant to Section 4(n).

(b) The Issuers shall notify the Trustee and the Paying Agent under the Indenture immediately upon the happening of each and every Registration Default. The Issuers shall pay the liquidated damages due on the Transfer Restricted Securities by depositing with the Paying Agent (which may not be the Issuers for these purposes), in trust, for the benefit of the Holders thereof, prior to 10:00 a.m., New York City time, on the next interest payment date specified by the Indenture and the Notes, sums sufficient to pay the liquidated damages then due. The liquidated damages due shall be payable on each interest payment date specified by the Indenture and the Notes to the record holder entitled to receive the interest payment to be made on such date. Each obligation to pay liquidated damages shall be deemed to accrue from and including the date of the applicable Registration Default .

(c) The parties hereto agree that the liquidated damages provided for in this Section 3 constitute a reasonable estimate of and are intended to constitute the sole damages that will be suffered by Holders of Transfer Restricted Securities by reason of the failure of (i) the Shelf Registration Statement or the Exchange Offer Registration Statement to be filed, (ii) the Shelf Registration Statement to remain effective or (iii) the Exchange Offer Registration Statement to be declared effective and the Registered Exchange Offer to be consummated, in each case to the extent required by this Agreement.

4. Registration Procedures. In connection with any Registration Statement, the following provisions shall apply:

(a) The Issuers shall (i) furnish to the Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and shall use its reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as the Initial Purchaser may reasonably propose; (ii) include the information set forth in Exhibit A hereto on the cover, in Exhibit B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Exhibit C hereto in the "Plan of Distribution" section of the prospectus forming a part of the Exchange Offer

Registration Statement, and include the information set forth in Exhibit D hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; and (iii) if requested by the Initial Purchaser, include the information required by Items 507 or 508 of Regulation S-K, as applicable, in the prospectus forming a part of the Exchange Offer Registration Statement.

(b) The Issuers shall advise the Initial Purchaser, each Exchanging Dealer and the Holders (if applicable) and, if requested by any such person, confirm such advice in writing (which advice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when any Registration Statement and any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Issuers of any notification with respect to the suspension of the qualification of the Notes, the Exchange Notes or the Private Exchange Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the making of any changes in any Registration Statement or the prospectus included therein in order that the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) The Issuers will make every reasonable effort to obtain the withdrawal at the earliest possible time of any order suspending the effectiveness of any Registration Statement.

(d) The Issuers will furnish to each Holder of Transfer Restricted Notes included within the coverage of any Shelf Registration Statement, without charge, at least one conformed copy of such Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules and, if any such Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(e) The Issuers will, during the Shelf Registration Period, promptly deliver to each Holder of Transfer Restricted Securities included within the coverage of any Shelf Registration Statement, without charge, as many copies of the prospectus (including each preliminary prospectus) included in such Shelf Registration Statement and any amendment or supplement thereto as such Holder may reasonably request; and the Issuers consent to the use of such prospectus or any amendment or supplement thereto by each of the selling Holders of Transfer Restricted Securities in connection with the offer and sale of the Transfer Restricted Securities covered by such prospectus or any amendment or supplement thereto.

(f) The Issuers will furnish to the Initial Purchaser and each Exchanging Dealer, and to any other Holder who so requests, without charge, at least one conformed copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules and, if the Initial Purchaser or Exchanging Dealer or any such Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(g) The Issuers will, during the Exchange Offer Registration Period or the Shelf Registration Period, as applicable, promptly deliver to the Initial Purchaser, each Exchanging Dealer and such other persons that are required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement or the Shelf Registration Statement and any amendment or supplement thereto as the Initial Purchaser, Exchanging Dealer or other persons may reasonably request; and the Issuers consent to the use of such prospectus or any amendment or supplement thereto by the Initial Purchaser, Exchanging Dealer or other persons, as applicable, as aforesaid.

(h) Prior to the effective date of any Registration Statement, the Issuers will use their reasonable best efforts to register or qualify, or cooperate with the Holders of Notes, Exchange Notes or Private Exchange Notes included therein and their respective counsel in connection with the registration or qualification of, such Notes, Exchange Notes or Private Exchange Notes for offer and sale under the securities or Blue Sky laws of such jurisdictions as any such Holder reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Notes, Exchange Notes or Private Exchange Notes covered by such Registration Statement; provided that the Issuers will not be required to qualify generally to do business in any jurisdiction where they are not then so qualified or to take any action which would subject them to general service of process or to taxation in any such jurisdiction where they are not then so subject.

(i) The Issuers will cooperate with the Holders of Notes, Exchange Notes or Private Exchange Notes to facilitate the timely preparation and delivery of certificates representing Notes, Exchange Notes or Private Exchange Notes to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders thereof may request in writing prior to sales of Notes, Exchange Notes or Private Exchange Notes pursuant to such Registration Statement.

(j) If any event contemplated by Section 4(b)(ii) through (v) occurs during the period for which the Issuers are required to maintain an effective Registration Statement, the Issuers will promptly prepare and file with the Commission a post-effective amendment to the Registration Statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to purchasers of the Notes, Exchange Notes or Private Exchange Notes from a Holder, the prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Not later than the effective date of the applicable Registration Statement, the Issuers will provide a CUSIP number for the Notes, the Exchange Notes and the Private Exchange Notes, as the case may be, and provide the applicable trustee with printed certificates for the Notes, the Exchange Notes or the Private Exchange Notes, as the case may be, in a form eligible for deposit with The Depository Trust Company.

(l) The Issuers will comply with all applicable rules and regulations of the Commission and will make generally available to their security holders as soon as practicable after the effective date of the applicable Registration Statement an earning statement satisfying the provisions of Section 11(a) of the Securities Act; provided that in no event shall such
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earning statement be delivered later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Issuers' first fiscal quarter commencing after the effective date of the applicable Registration Statement, which statement shall cover such 12-month period.

(m) The Issuers will cause the Indenture or the Exchange Notes Indenture, as the case may be, to be qualified under the Trust Indenture Act as required by applicable law in a timely manner.

(n) The Issuers may require each Holder of Transfer Restricted Securities to be registered pursuant to any Shelf Registration Statement to furnish to the Issuers such information concerning the Holder and the distribution of such Transfer Restricted Notes as the Issuers may from time to time reasonably require for inclusion in such Shelf Registration Statement, and the Issuers may exclude from such registration the Transfer Restricted Securities of any Holder that fails to furnish such information within a reasonable time after receiving such request.

(o) In the case of a Shelf Registration Statement, each Holder of Transfer Restricted Securities to be registered pursuant thereto agrees by acquisition of such Transfer Restricted Securities that, upon receipt of any notice from the Issuers pursuant to Section 4(b)(ii) through (v), such Holder will discontinue disposition of such Transfer Restricted Securities until such Holder's receipt of copies of the supplemental or amended prospectus contemplated by Section 4(j) or until advised in writing (the "Advice") by the Issuers that the use of the applicable prospectus may be resumed. If the Issuers shall give any notice under Section 4(b)(ii) through (v) during the period that the Issuers are required to maintain an effective Registration Statement (the "Effectiveness Period"), such
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Effectiveness Period shall be extended by the number of days during such period from and including the date of the giving of such notice to and including the date when each seller of Transfer Restricted Securities covered by such Registration Statement shall have received (x) the copies of the supplemental or amended prospectus contemplated by Section 4(j) (if an amended or supplemental prospectus is required) or (y) the Advice (if no amended or supplemental prospectus is required).

(p) In the case of a Shelf Registration Statement, the Issuers shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other action, if any, as Holders of a majority in aggregate principal amount of the Notes, Exchange Notes and Private Exchange Notes being sold or the managing underwriters (if any) shall reasonably request in order to facilitate any disposition of Notes, Exchange Notes or Private Exchange Notes pursuant to such Shelf Registration Statement.

(q) In the case of a Shelf Registration Statement, the Issuers shall (i) make reasonably available for inspection by a representative of, and Special Counsel (as defined below) acting for, Holders of a majority in aggregate principal amount of the Notes, Exchange Notes and Private Exchange Notes being sold and any underwriter participating in any disposition of Notes, Exchange Notes or Private Exchange Notes pursuant to such Shelf Registration Statement, all relevant financial and other records, pertinent corporate documents and properties of the Issuers and the Subsidiaries and (ii) use their reasonable best efforts to have its officers, directors, employees, accountants and counsel supply all relevant information reasonably requested by such representative, Special Counsel or any such underwriter (an "Inspector") in connection with such Shelf
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Registration Statement.

(r) In the case of a Shelf Registration Statement, the Issuers shall, if requested by Holders of a majority in aggregate principal amount of the Notes, Exchange Notes and Private Exchange Notes being sold, their Special Counsel or the managing underwriters (if any) in connection with such Shelf Registration Statement, use their reasonable best efforts to cause (i) their counsel to deliver an opinion relating to the Shelf Registration Statement and the Notes, Exchange Notes or Private Exchange Notes, as applicable, in customary form, (ii) their officers to execute and deliver all customary documents and certificates requested by Holders of a majority in aggregate principal amount of the Notes, Exchange Notes and Private Exchange Notes being sold, their Special Counsel or the managing underwriters (if any) and (iii) their independent public accountants to provide a comfort letter or letters in customary form, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

5. Registration Expenses. The Issuers will bear all expenses incurred in connection with the performance of their obligations under Sections 1, 2, 3 and 4 and the Issuers will reimburse the Initial Purchaser and the Holders for the reasonable fees and disbursements of one firm of attorneys (in addition to any local counsel) chosen by the Holders of a majority in aggregate principal amount of the Notes, the Exchange Notes and the Private Exchange Notes to be sold pursuant to each Registration Statement (the "Special Counsel") acting for the Initial Purchaser or Holders in connection therewith (other than reimbursement in connection with the Registered Exchange Offer).

6. Indemnification. (a) In the event of a Shelf Registration Statement or in connection with any prospectus delivery pursuant to an Exchange Offer Registration Statement by the Initial Purchaser or Exchanging Dealer, as applicable, the Issuers shall indemnify and hold harmless each Holder (including, without limitation, the Initial Purchaser or Exchanging Dealer), its affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls such Holder within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 6 and Section 7 as a Holder) from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, without limitation, any loss, claim, damage, liability or action relating to purchases and sales of Notes, Exchange Notes or Private Exchange Notes), to which that Holder may become subject, whether commenced or threatened, under the Securities Act, the Exchange Act, any other federal or state statutory law or regulation, at common law or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any such Registration Statement or any prospectus forming part thereof or in any amendment or supplement thereto or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and shall reimburse each Holder promptly upon demand for any legal or other expenses reasonably incurred by that Holder in connection with investigating or defending or preparing to defend against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Issuers shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with any Holders' Information; and provided, further, that with respect to any such untrue statement in or omission from any related preliminary prospectus, the indemnity agreement contained in this Section 6(a) shall not inure to the benefit of any Holder from whom the person asserting any such loss, claim, damage, liability or action received Notes, Exchange Notes or Private Exchange Notes to the extent that such loss, claim, damage, liability or action of or with respect to such Holder results from the fact that both (A) a copy of the final prospectus was not sent or given to such person at or prior to the written confirmation of the sale of such Notes, Exchange Notes or Private Exchange Notes to such person and (B) the untrue statement in or omission from the related preliminary prospectus was corrected in the final prospectus unless, in either case, such failure to deliver the final prospectus was a result of non-compliance by the Issuers with Section 4(d), 4(e), 4(f) or 4(g).

(b) In the event of a Shelf Registration Statement, each Holder shall indemnify and hold harmless the Issuers, their affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls the Issuers within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 6(b) and Section 7 as the Issuers), from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Issuers may become subject, whether commenced or threatened, under the Securities Act, the Exchange Act, any other federal or state statutory law or regulation, at common law or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any such Registration Statement or any prospectus forming part thereof or in any amendment or supplement thereto or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of

the circumstances under which they were made, not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with any Holders' Information furnished to the Issuers by such Holder, and shall reimburse the Issuers for any legal or other expenses reasonably incurred by the Issuers in connection with investigating or defending or preparing to defend against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that no such
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Holder shall be liable for any indemnity claims hereunder in excess of the amount of net proceeds received by such Holder from the sale of Notes, Exchange Notes or Private Exchange Notes pursuant to such Shelf Registration Statement.

(c) Promptly after receipt by an indemnified party under this Section 6 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party pursuant to Section 6(a) or 6(b), notify the indemnifying party in writing of the claim or the commencement of that action; provided, however, that the failure to notify the indemnifying
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party shall not relieve it from any liability which it may have under this Section 6 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 6. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 6 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than the reasonable costs of investigation; provided, however, that an indemnified party shall have the
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right to employ its own counsel in any such action, but the fees, expenses and other charges of such counsel for the indemnified party will be at the expense of such indemnified party unless (1) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (2) the indemnified party has reasonably concluded (based upon advice of counsel to the indemnified party) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (3) a conflict or potential conflict exists (based upon advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party) or (4) the indemnifying party has not in fact employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, in each of which cases the reasonable fees, disbursements and other charges of counsel will be at the expense of the indemnifying party or parties. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements and other charges of more than one separate firm of attorneys (in addition to any local counsel) at any one time for all such indemnified party or parties. Each indemnified party, as a condition of the indemnity agreements contained in Sections 6(a) and 6(b), shall use all reasonable efforts to cooperate with the indemnifying party in the defense of any such action or claim. No indemnifying party shall be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with its written consent or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

7. Contribution. If the indemnification provided for in Section 6 is unavailable or insufficient to hold harmless an indemnified party under Section 6(a) or 6(b), then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Issuers from the offering and sale of the Notes, on the one hand, and a Holder with respect to the sale by such Holder of Notes, Exchange Notes or Private Exchange Notes, on the other, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuers on the one hand and such Holder on the other with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Issuers on the one hand and a Holder on the other with respect to such offering and such sale shall be deemed to be in the same proportion as the total net proceeds from the offering of the Notes (before deducting expenses) received by or on behalf of the Issuers as set forth in the table on the cover of the Offering Memorandum, on the one hand, bear to the total proceeds received by such Holder with respect to its sale of Notes, Exchange Notes or Private Exchange Notes, on the other. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to the Issuers or information supplied by the Issuers on the one hand or to any Holders' Information supplied by such Holder on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 7 were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 7 shall be deemed to include, for purposes of this Section 7, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending or preparing to defend any such action or claim. Notwithstanding the provisions of this Section 7, an indemnifying party that is a Holder of Notes, Exchange Notes or Private Exchange Notes shall not be required to contribute any amount in excess of the amount by which the total price at which the Notes, Exchange Notes or Private Exchange Notes sold by such indemnifying party to any purchaser exceeds the amount of any damages which such indemnifying party has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

8. Rules 144 and 144A. The Issuers shall use their reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Issuers are not required to file such reports, it will, upon the written request of any Holder of Transfer Restricted Securities, make publicly available other information so long as necessary to permit sales of such Holder's securities pursuant to Rules 144 and 144A. The Issuers covenant that they will take such further action as any Holder of Transfer Restricted Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Transfer Restricted Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including, without limitation, the requirements of Rule 144A(d)(4)). Upon the written request of any Holder of Transfer Restricted Securities, the Issuers shall deliver to such Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 8 shall be deemed to require the Issuers to register any of their securities pursuant to the Exchange Act.

9. Underwritten Registrations. If any of the Transfer Restricted Securities covered by any Shelf Registration Statement are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the Holders of a

majority in aggregate principal amount of such Transfer Restricted Securities included in such offering, subject to the consent of the Issuers (which shall not be unreasonably withheld or delayed), and such Holders shall be responsible for all underwriting commissions and discounts in connection therewith.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

10. Miscellaneous. (a) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the Issuers have obtained the written consent of Holders of a majority in aggregate principal amount of the Notes, the Exchange Notes and the Private Exchange Notes, taken as a single class. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose Notes, Exchange Notes or Private Exchange Notes are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by Holders of a majority in aggregate principal amount of the Notes, the Exchange Notes and the Private Exchange Notes being sold by such Holders pursuant to such Registration Statement.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, telecopier or air courier guaranteeing next-day delivery:

(1) if to a Holder, at the most current address given by such Holder to the Issuers in accordance with the provisions of this Section 10(b), which address initially is, with respect to each Holder, the address of such Holder maintained by the Registrar under the Indenture, with a copy in like manner to Chase Securities Inc.;

(2) if to the Initial Purchaser, initially at its address set forth in the Purchase Agreement; and

(3) if to the Issuers, initially at the address of the Issuers set forth in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; one business day after being delivered to a next-day air courier; five business days after being deposited in the mail; and when receipt is acknowledged by the recipient's telecopier machine, if sent by telecopier.

(c) Successors And Assigns. This Agreement shall be binding upon the Issuers and their successors and assigns.

(d) Counterparts. This Agreement may be executed in any number of counterparts (which may be delivered in original form or by telecopier) and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) Definition of Terms. For purposes of this Agreement, (a) the term "business day" means any day on which the New York Stock Exchange, Inc. is open for trading, (b) the term "subsidiary"

has the meaning set forth in Rule 405 under the Securities Act and (c) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(h) Remedies. In the event of a breach by the Issuers or by any Holder of any of their obligations under this Agreement, each Holder or the Issuers, as the case may be, in addition to being entitled to exercise all rights granted by law, including recovery of damages (other than the recovery of damages for a breach by the Issuers of their obligations under Sections 1 or 2 hereof for which liquidated damages have been paid pursuant to Section 3 hereof), will be entitled to specific performance of its rights under this Agreement. The Issuers and each Holder agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by them of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, they shall waive the defense that a remedy at law would be adequate.

(i) No Inconsistent Agreements. The Issuers represent, warrant and agree that (i) they have not entered into, shall not, on or after the date of this Agreement, enter into any agreement that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof, (ii) they have not previously entered into any agreement which remains in effect granting any registration rights with respect to any of their debt securities to any person and (iii) without limiting the generality of the foregoing, without the written consent of the Holders of a majority in aggregate principal amount of the then outstanding Transfer Restricted Notes, they shall not grant to any person the right to request the Issuers to register any debt securities of the Issuers under the Securities Act unless the rights so granted are not in conflict or inconsistent with the provisions of this Agreement.

(j) No Piggyback on Registrations. Neither the Issuers nor any of their security holders (other than the Holders of Transfer Restricted Securities in such capacity) shall have the right to include any securities of the Issuers in any Shelf Registration or Registered Exchange Offer other than Transfer Restricted Notes.

(k) Severability. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Please confirm that the foregoing correctly sets forth the agreement among the Issuers and the Initial Purchaser.

Very truly yours,

MEDIACOM LLC

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

MEDIACOM CAPITAL CORPORATION

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

Accepted:

CHASE SECURITIES INC.

By /s/ JAMES P. CASEY

Authorized Signatory

EXHIBIT A

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Notes where such Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Issuers have agreed that, for a period of 180 days after the Expiration Date (as defined herein), they will make this Prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Each broker-dealer that receives Exchange Notes for its own account in exchange for Notes, where such Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. See "Plan of Distribution."

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Notes where such Notes were acquired as a result of market-making activities or other trading activities. The Issuers have agreed that, for a period of 180 days after the Expiration Date, they will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until _____, 199_, all dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

The Issuers will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the Registered Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the Registered Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date the Issuers will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Issuers have agreed to pay all expenses incident to the Registered Exchange Offer (including the expenses of one counsel for the Holders of the Notes) other than commissions or concessions of any broker-dealers and will indemnify the Holders of the Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

[_] CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:
Address:

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Exhibit 4.2(c)

EXECUTION COPY

MEDIACOM LLC
MEDIACOM CAPITAL CORPORATION

$125,000,000

7 7/8% Senior Notes due 2011

PURCHASE AGREEMENT

February 19, 1999

CHASE SECURITIES INC.
270 Park Avenue, 4th floor
New York, New York 10017

Ladies and Gentlemen:

Mediacom LLC, a New York limited liability company ("Mediacom" and, together with its direct and indirect Subsidiaries (as defined herein), and Mediacom Capital (as defined herein), the "Company"), and Mediacom Capital Corporation, a New York corporation and a wholly-owned subsidiary of Mediacom ("Mediacom Capital" and, together with Mediacom, the "Issuers"), propose to issue and sell $125,000,000 aggregate principal amount of their 7 7/8% Senior Notes due 2011 (the "Notes"). The Notes will be issued pursuant to an Indenture to be dated as of February 26, 1999 (the "Indenture") between the Issuers and Bank of Montreal Trust Company, as trustee (the "Trustee"). The Issuers hereby confirm their agreement with Chase Securities Inc. (the "Initial Purchaser") concerning the purchase of the Notes from the Issuers by the Initial Purchaser.

The Notes will be offered and sold to the Initial Purchaser without being registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon an exemption therefrom. The Issuers will prepare an offering memorandum dated the date hereof (including the annexes thereto, the "Offering Memorandum") setting forth information concerning the Issuers and the Notes. Copies of the Offering Memorandum will be delivered by the Issuers to the Initial Purchaser pursuant to the terms of this Agreement. Any references herein to the Offering Memorandum shall be deemed to include all amendments and supplements thereto, unless otherwise noted. The Issuers hereby confirm that they have authorized the use of the Offering Memorandum in connection with the offering and resale of the Notes by the Initial Purchaser in accordance with Section 2.

Holders of the Notes (including the Initial Purchaser and its direct and indirect transferees) will be entitled to the benefits of an Exchange and Registration Rights Agreement, substantially in the form attached hereto as Annex A (the "Registration Rights Agreement"), pursuant to which the Issuers will agree to file with the Securities and Exchange Commission (the "Commission") (i) a registration statement under the Securities Act (the "Exchange Offer Registration Statement") registering an issue of senior notes of the Issuers (the "Exchange Notes") which are identical in all material respects to the Notes (except that the Exchange Notes will not

contain terms with respect to transfer restrictions) and (ii) under certain circumstances, a shelf registration statement pursuant to Rule 415 under the Securities Act (the "Shelf Registration Statement").

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Offering Memorandum.

1. Representations, Warranties and Agreements of the Issuers. The Issuers represent and warrant to, and agree with, the Initial Purchaser on and as of the date hereof and the Closing Date (as defined in Section 3) that:

(a) The Offering Memorandum, as of its date, did not, and on the Closing Date the Offering Memorandum will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Issuers make no representation or warranty as to information contained in or omitted from the Offering Memorandum in reliance upon and in conformity with written information relating to the Initial Purchaser furnished to the Issuers by or on behalf of the Initial Purchaser specifically for use therein (the "Initial Purchaser's Information").

(b) The Offering Memorandum, as of its date, contains all of the information that, if requested by a prospective purchaser of the Notes, would be required to be provided to such prospective purchaser pursuant to Rule 144A(d)(4) under the Securities Act.

(c) Assuming the accuracy of the representations and warranties of the Initial Purchaser contained in Section 2 and its compliance with the agreements set forth therein, it is not necessary, in connection with the issuance and sale of the Notes to the Initial Purchaser and the offer, resale and delivery of the Notes by the Initial Purchaser in the manner contemplated by this Agreement and the Offering Memorandum, to register the Notes under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(d) Each of Mediacom, Mediacom California LLC ("Mediacom California"), Mediacom Arizona LLC ("Mediacom Arizona"), Mediacom Delaware LLC ("Mediacom Delaware") and Mediacom Southeast LLC ("Mediacom Southeast" and together with Mediacom California, Mediacom Delaware and Mediacom Arizona, the "Subsidiaries"), has been duly formed and is validly existing as a limited liability company in good standing under the laws of its respective jurisdiction of formation, is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction in which its respective ownership or lease of property or the conduct of its businesses requires such qualification, and has all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a material adverse effect on the condition (financial or otherwise), or in the results of operations, business affairs, management or business prospects of the Issuers and the Subsidiaries taken as a whole, whether or not arising in the ordinary course of business (a "Material Adverse Effect"). Mediacom's only subsidiaries are Mediacom Capital and the Subsidiaries.

(e) Mediacom Capital has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of New York, is duly qualified to do

business and is in good standing as a foreign corporation in each jurisdicti on in which its ownership or lease of property or the conduct of its businesses requires such qualification, and has all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect. Mediacom Capital has no subsidiaries.

(f) The Issuers and the Subsidiaries have an authorized capitalization as set forth in the Offering Memorandum under the heading "Capitalization;" all of the limited liability membership interests in Mediacom have been duly and validly authorized and issued and are fully paid and non-assessable and were not issued in violation of any preemptive or similar rights; the limited liability membership interests in Mediacom conform in all material respects to the description thereof contained in the Offering Memorandum. Except as described in the Offering Memorandum, all of the limited liability membership interests in Mediacom California, Mediacom Southeast, Mediacom Arizona and Mediacom Delaware have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly by Mediacom, free and clear of any lien, charge, encumbrance, security interest, restriction upon voting or transfer or any other claim of any third party. All of the outstanding shares of capital stock of Mediacom Capital have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly by Mediacom, free and clear of any lien, charge, encumbrance, security interest, restriction upon voting or transfer or any other claim of any third party.

(g) The Issuers have full right, power and authority to execute and deliver this Agreement, the Indenture, the Registration Rights Agreement, the Notes and the Exchange Notes (collectively, the "Transaction Documents") and to perform their obligations hereunder and thereunder; and all corporate action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby have been duly and validly taken.

(h) This Agreement has been duly authorized, executed and delivered by the Issuers.

(i) The Registration Rights Agreement has been duly authorized by the Issuers and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Issuers enforceable against the Issuers in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law); provided that no representation or warranty is made with respect to any provision of such agreement purporting to require indemnification of, or contribution to, the liability, losses, damages or claims of any person to the extent that such provision may be limited by applicable law.

(j) The Indenture has been duly authorized by the Issuers and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Issuers enforceable against the Issuers in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law). On the Closing Date, the Indenture will conform in all material respects to the

requirements of the Trust Indenture Act and the rules and regulations of the Commission applicable to an indenture which is qualified thereunder.

(k) The Notes, the Private Exchange Notes (as defined in the Registration Rights Agreement) and the Exchange Notes have been duly authorized by the Issuers and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Issuers entitled to the benefits of the Indenture and enforceable against the Issuers in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(l) Each Transaction Document, the Operating Agreement, the Management Agreements (as defined below), the agreements comprising the Subsidiary Credit Facilities and the Seller Note conform in all material respects to the descriptions thereof contained in the Offering Memorandum.

(m) The execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes, the Private Exchange Notes and the Exchange Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Issuers or the Subsidiaries pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Issuers or the Subsidiaries is a party or by which the Issuers or the Subsidiaries is bound or to which any of the property or assets of the Issuers or the Subsidiaries is subject, nor will such actions result in any violation of the provisions of the charter, memorandum of association, by-laws, operating agreement, certificate of formation, articles of organization or limited liability company agreement, as applicable, of the Issuers or the Subsidiaries or any statute or any judgment, order, decree, rule or regulation of any court or arbitrator or governmental agency or body having jurisdiction over the Issuers or the Subsidiaries or any of their properties or assets including, without limitation, any law, statute, rule or regulation or any judgement, decree or order applicable to the cable television industry in general; and no consent, approval, authorization or order of, or filing or registration with, any such court or arbitrator or governmental agency or body under any such statute, judgment, order, decree, rule or regulation, including, without limitation, under the Communications Act of 1934, as amended (the "Communications Act"), the Cable Communications Policy Act of 1984 (the "1984 Cable Act"), the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), the Telecommunications Act of 1996 (the "1996 Telecom Act" and, together with the Communications Act, the 1984 Cable Act and the 1992 Cable Act, the "Cable Acts") or any order, rule or regulation of the Federal Communications Commission ("FCC") is required for the execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes, the Private Exchange Notes and the Exchange Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for such consents, approvals, authorizations, orders, licenses, filings, registrations or qualifications (i) as have been obtained and are in full force and effect under the Cable Acts or any order, rule or regulation of the FCC and such as may be required under state securities or Blue Sky laws in connection with the purchase and resale of the Notes by the Initial

Purchaser and (ii) as may be required to be obtained or made under the Securities Act and applicable state securities laws as provided in the Registration Rights Agreement. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by any of the Issuers or the Subsidiaries.

(n) Arthur Andersen LLP are independent certified public accountants with respect to the Issuers and the Subsidiaries within the meaning of the Securities Act and Rule 101 of the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA") and its interpretations and rulings thereunder. The historical financial statements (including the related notes) of the Issuers and the Subsidiaries contained in the prospectus dated September 1, 1998 which is part of the Offering Memorandum (the "Prospectus") comply in all material respects with the requirements applicable to a registration statement on Form S-1 under the Securities Act (except that certain supporting schedules are omitted) and the historical financial statements (including the related notes) of the Issuers and the Subsidiaries contained in the Form 10-Q for the quarter ended September 30, 1998 which is part of the Offering Memorandum (the "Form 10-Q") comply in all material respects with the requirements applicable to Form 10-Q under the Exchange Act; such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered thereby and fairly present the financial position of the entities purported to be covered thereby at the respective dates indicated and the results of their operations and their cash flows for the respective periods indicated; and the financial information contained in the Prospectus under the headings "Summary--Summary Historical and Pro Forma Financial and Operating Data," "Capitalization," "Selected Historical and Pro Forma Consolidated Financial and Operating Data," "Unaudited Pro Forma Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Management--Executive Compensation" and in the Form 10-Q under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" are derived from the accounting records of the Company and the Cablevision Systems and fairly present the information purported to be shown thereby. The pro forma financial information contained in the Offering Memorandum has been prepared on a basis consistent with the historical financial statements contained in the Offering Memorandum (except for the pro forma adjustments specified therein), includes all material adjustments to the historical financial information required by Rule 11-02 of Regulation S-X under the Securities Act and the Exchange Act to reflect the transactions described in the Offering Memorandum, gives effect to assumptions made on a reasonable basis and fairly presents the historical and proposed transactions contemplated by the Offering Memorandum and the Transaction Documents. The other historical financial and statistical information and data included in the Offering Memorandum are, in all material respects, fairly presented.

(o) There are no legal or governmental proceedings pending to which the Issuers or the Subsidiaries is a party or of which any property or assets of the Issuers or the Subsidiaries is the subject which, singularly or in the aggregate, if determined adversely to the Issuers or the Subsidiaries, could reasonably be expected to have a Material Adverse Effect; and to the best knowledge of the Issuers, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(p) No action has been taken and no statute, rule, regulation or order has been enacted, adopted or issued by any governmental agency or body which prevents the issuance of the Notes, the Private Exchange Notes or the Exchange Notes or suspends the sale of the Notes, the

Private Exchange Notes or the Exchange Notes in any jurisdiction; no injunction, restraining order or order of any nature by any federal or state court of competent jurisdiction has been issued with respect to the Issuers or the Subsidiaries which would prevent or suspend the issuance or sale of the Notes, the Private Exchange Notes or the Exchange Notes or the use of the Offering Memorandum in any jurisdiction; no action, suit or proceeding is pending against or, to the best knowledge of the Issuers, threatened against or affecting the Issuers or the Subsidiaries before any court or arbitrator or any governmental agency, body or official, domestic or foreign, which could reasonably be expected to interfere with or adversely affect the issuance of the Notes, the Private Exchange Notes or the Exchange Notes or in any manner draw into question the validity or enforceability of any of the Transaction Documents or any action taken or to be taken pursuant thereto; and the Issuers have complied with any and all requests by any securities authority in any jurisdiction for additional information to be included in the Offering Memorandum.

(q) None of the Issuers or the Subsidiaries is (i) in violation of its charter, by-laws, memorandum of association, certificate of formation, articles of organization, operating agreement or limited liability company agreement, as applicable, (ii) in default in any material respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets is subject or (iii) in violation in any material respect of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject, except in the case of clauses (ii) and (iii) above, such default or violation which would not, individually or in the aggregate, have a Material Adverse Effect.

(r) The Issuers and each of the Subsidiaries possess all material franchises, licenses, certificates, authorizations and permits issued by, and have made all declarations and filings with, the appropriate federal, state or local regulatory agencies, authorities or bodies, including the FCC, which are necessary or desirable for the ownership of their respective properties or the conduct of their respective businesses as described in the Offering Memorandum, except where the failure to possess or make the same would not, singularly or in the aggregate, have a Material Adverse Effect, and, except as described in the Offering Memorandum, none of the Issuers or the Subsidiaries has received notification of any revocation or modification of any such franchise, license, certificate, authorization or permit or has any reason to believe that any such franchise, license, certificate, authorization or permit will not be renewed in the ordinary course.

(s) The Issuers and each of the Subsidiaries have filed all federal, state and local income and franchise tax returns required to be filed through the date hereof and have paid all taxes due thereon, and no tax deficiency has been determined adversely to the Issuers or the Subsidiaries which has had (nor do the Issuers or the Subsidiaries have any knowledge of any tax deficiency which, if determined adversely to the Issuers or the Subsidiaries, could reasonably be expected to have) a Material Adverse Effect.

(t) None of the Issuers or the Subsidiaries is (i) an "investment company" or a company "controlled by" an investment company within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the rules and regulations of the Commission thereunder or (ii) a "holding company" or a "subsidiary company" of a holding company or an "affiliate" thereof within the meaning of the Public Utility Holding Company Act of 1935, as amended.

(u) The Issuers and each of the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(v) The Issuers and each of the Subsidiaries have insurance covering their respective properties, operations, personnel and businesses, which insurance is in amounts and insures against such losses and risks as are commercially reasonable in light of their respective business and properties. None of the Issuers or the Subsidiaries has received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance.

(w) The Issuers and each of the Subsidiaries own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses, except where such ownership or possession would not have a Material Adverse Effect; and the conduct of their respective businesses will not conflict in any material respect with, and the Issuers and the Subsidiaries have not received any notice of any claim of conflict with, any such rights of others which would have a Material Adverse Effect.

(x) The Issuers and the Subsidiaries have good and sufficient and legal title in fee simple to, or have valid rights to lease or otherwise use, all items of real and personal property which are material to the business of the Issuers and the Subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except as described in the Offering Memorandum and except such as (i) do not materially interfere with the use made and proposed to be made of such property by the Issuers and the Subsidiaries or (ii) could not reasonably be expected to have a Material Adverse Effect; and all of the easements, rights-of-way, leases and subleases material to the business of the Issuers and the Subsidiaries, and under which the Issuers and the Subsidiaries hold properties described in the Offering Memorandum, are in full force and effect, and none of the Issuers or the Subsidiaries has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Issuers or the Subsidiaries under any of the easements, rights-of-way, leases or subleases mentioned above, or affecting or questioning the rights of the Issuers or the Subsidiaries to the continued possession of the leased or subleased premises under any such lease or sublease, or to the continued use of the property under any such easement or right-of-way except such as could not reasonably be expected to have a Material Adverse Effect.

(y) No labor disturbance by or dispute with the employees of the Issuers or the Subsidiaries or, to the best knowledge of the Issuers is contemplated or threatened.

(z) No "prohibited transaction" (as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("ERISA"), or Section 4975
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of the Internal Revenue Code of 1986, as

amended from time to time (the "Code")) or "accumulated funding deficiency" (as defined in Section 302 of ERISA) or any of the events set forth in Section 4043(b) of ERISA (other than events with respect to which the 30-day notice requirement under Section 4043 of ERISA has been waived) has occurred with respect to any employee benefit plan of the Issuers or the Subsidiaries which could reasonably be expected to have a Material Adverse Effect; each such employee benefit plan is in compliance in all material respects with a pplicable law, including ERISA and the Code; the Issuers and the Subsidiaries have not incurred and do not expect to incur liability under Title IV of ERISA with respect to the termination of, or withdrawal from, any pension plan for which the Issuers or the Subsidiaries would have any liability; and each such pension plan that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which could reasonably be expected to cause the loss of such qualification.

(aa) There has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission or other release of any kind of toxic or other wastes or other hazardous substances by, due to or caused by the Issuers or the Subsidiaries (or, to the best knowledge of the Issuers, any other entity (including any predecessor) for whose acts or omissions the Issuers or the Subsidiaries is or could reasonably be expected to be liable) upon any of the property now or previously owned or leased by the Issuers or the Subsidiaries, or upon any other property, in violation of any statute or any ordinance, rule, regulation, order, judgment, decree or permit or which would, under any statute or any ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability, except for any violation or liability could not reasonably be expected to have, singularly or in the aggregate with all such violations and liabilities, a Material Adverse Effect; and there has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Issuers have knowledge, except for any such disposal, discharge, emission or other release of any kind which could not reasonably be expected to have, singularly or in the aggregate with all such discharges and other releases, a Material Adverse Effect.

(bb) None of the Issuers or, to the best knowledge of the Issuers, any director, officer, agent, employee or other person associated with or acting on behalf of the Issuers has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(cc) On and immediately after the Closing Date, the Company (after giving effect to the issuance of the Notes, the Private Exchange Notes and the Exchange Notes and to the other transactions related thereto as described in the Offering Memorandum) will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of the Company is not less than the total amount required to pay the probable liabilities of the Company on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (ii) the Company is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (iii) assuming the sale of the Notes, the Private Exchange Notes and the Exchange Notes as contemplated by this Agreement and the Offering Memorandum, the Company is not incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature and (iv) the

Company is not engaged in any business or transaction, and is not about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Company is engaged. In computing the amount of such contingent liabilities at any time, it is intended that such liabilities will be computed at the amount t hat, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(dd) Except as disclosed in the Offering Memorandum and except as would not reasonably be expected to have a Material Adverse Effect, to the best of the Issuers' knowledge, none of Mediacom, Mediacom Capital, Mediacom Management or any of the Subsidiaries party (a "Principal Agreement Party") to (i) the separate management agreements between Mediacom Management and each of the Subsidiaries (the "Management Agreements"), (ii) the Operating Agreement, (iii) the agreements comprising the Western Credit Facility and (iv) the agreements comprising the Southeast Credit Facility (collectively, the foregoing are herein called the "Principal Agreements"), is in breach of, or in default in any material respect in the performance or observance of, any material obligation, term, covenant or condition contained therein. Each of the Principal Agreements that Mediacom has previously delivered to the Initial Purchaser is a true and correct copy, and there have been no additional amendments, alterations, modifications or waivers thereto or in the exhibits or schedules thereto. Each Principal Agreement Party has duly and validly authorized, executed and delivered each of the Principal Agreements to which it is a party and, assuming due and valid authorization, execution and delivery by the other parties thereto, each of the Principal Agreements is a valid and legally binding agreement of such Principal Agreement Party.

(ee) Except as described in the Offering Memorandum, there are no outstanding subscriptions, rights, warrants, calls or options to acquire, or instruments convertible into or exchangeable for, or agreements or understandings with respect to the sale or issuance of, any membership interests or shares of capital stock of or other equity or other ownership interest in the Issuers or the Subsidiaries.

(ff) None of the Issuers or the Subsidiaries owns any "margin securities" as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), and none of the proceeds of the sale of the Notes will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the Notes to be considered a "purpose credit" within the meanings of Regulations T, U or X of the Federal Reserve Board.

(gg) None of the Issuers or the Subsidiaries is a party to any contract, agreement or understanding with any person that would give rise to a valid claim against the Issuers or the Initial Purchaser for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Notes, the Private Exchange Notes or the Exchange Notes.

(hh) The Notes satisfy the eligibility requirements of Rule 144A(d)(3) under the Securities Act.

(ii) None of the Issuers, any of their affiliates or any person acting on their behalf has engaged or will engage in any directed selling efforts (as such term is defined in Regulation S under the Securities Act ("Regulation S")) with respect to the Notes, the Private Exchange Notes or

the Exchange Notes, and all such persons have complied and will comply with the offering restrictions requirement of Regulation S to the extent applicable. No representation is herein made with respect to the Initial Purchaser, any affiliate thereof or any person acting on its behalf, or with respect to any obligation thereof.

(jj) None of the Issuers or any of their affiliates has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as such term is defined in the Securities Act), which is or will be integrated with the sale of the Notes, the Private Exchange Notes or the Exchange Notes in a manner that would require registration of the Notes under the Securities Act.

(kk) None of the Issuers or any of their affiliates or any other person acting on their behalf has engaged, in connection with the offering of the Notes, the Private Exchange Notes or the Exchange Notes, in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act.

(ll) Other than the $200,000,000 8 1/2% Senior Notes due 2008 of the Issuers, there are no securities of the Issuers registered under the Exchange Act, or listed on a national securities exchange or quoted in a U.S. automated inter-dealer quotation system.

(mm) The Issuers have not taken and will not take, directly or indirectly, any action prohibited by Regulation M under the Exchange Act in connection with the offering of the Notes, the Private Exchange Notes or the Exchange Notes.

(nn) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Offering Memorandum has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(oo) None of the Issuers or the Subsidiaries does business with the government of Cuba or with any person or affiliate located in Cuba within the meaning of Florida Statutes Section 517.075.

(pp) Since the date as of which information is given in the Offering Memorandum, except as otherwise stated therein, (i) there has been no material adverse change or any development involving a prospective material adverse change in the condition (financial or otherwise) or in the results of operations, business affairs, management or business prospects of the Issuers and the Subsidiaries taken as a whole, whether or not arising in the ordinary course of business, (ii) none of the Issuers and the Subsidiaries has incurred any material liability or obligation, direct or contingent, other than in the ordinary course of business, which would have a Material Adverse Effect, (iii) none of the Issuers and the Subsidiaries has entered into any material transaction other than in the ordinary course of business, which would have a Material Adverse Effect and (iv) there has not been any change in the capital stock, membership interests or long-term debt of the Issuers or any of the Subsidiaries, or any dividend or distribution of any kind declared, paid or made by the Issuers or the Subsidiaries on any class of its capital stock or membership interests.

2. Purchase and Resale of the Notes.

(a) On the basis of the representations, warranties and agreements contained herein, and subject to the terms and conditions set forth herein, the Issuers agree to issue and sell to the

Initial Purchaser, and the Initial Purchaser, agrees to purchase from the Issuers, the principal amount of $125,000,000 of Notes at a purchase price equal to 97.5% of the principal amount thereof. The Issuers shall not be obligated to deliver any of the Notes except upon payment for all of the Notes to be purchased as provided herein.

(b) The Initial Purchaser has advised the Issuers that it proposes to offer the Notes for resale upon the terms and subject to the conditions set forth herein and in the Offering Memorandum. The Initial Purchaser represents, warrants and agrees that (i) it is purchasing the Notes pursuant to a private sale exempt from registration under the Securities Act, (ii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Notes by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the Securities Act ("Regulation D") or in any manner involving a public offering
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within the meaning of Section 4(2) of the Securities Act and it has not engaged, and will not engage, in any directed selling efforts within the meaning of Rule 902 under the Securities Act in connection with any of the Notes, and it will comply with the offering restrictions and requirements of Regulation S, (iii) it has solicited and will solicit offers for the Notes only from, and has offered or sold and will offer, sell or deliver the Notes, as part of its initial offering, only (A) within the United States to persons whom it reasonably believes to be qualified institutional buyers ("Qualified Institutional Buyers")
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as defined in Rule 144A under the Securities Act ("Rule 144A"), or if any such
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person is buying for one or more institutional accounts for which such person is acting as fiduciary or agent, only when such person has represented to it that each such account is a Qualified Institutional Buyer to whom notice has been given that such sale or delivery is being made in reliance on Rule 144A and in each case, in transactions in accordance with Rule 144A and (B) outside the United States to persons other than U.S. persons (as defined in Rule 902 under the Securities Act) and to whom the Initial Purchaser reasonably believes offers and sales of the Notes may be made in reliance on Rule 903 under the Securities Act in transactions meeting the requirements of Regulation S, and (iv) it is a Qualified Institutional Buyer. The Initial Purchaser agrees that prior to or simultaneously with the confirmation of sale by it to any purchaser of any of the Notes purchased by the Initial Purchaser pursuant hereto, it shall furnish to that purchaser a copy of the Offering Memorandum (and any amendment or supplement thereto that the Issuers shall have furnished to it prior to the date of such confirmation of sale). In addition to the foregoing, the Initial Purchaser acknowledges and agrees that the Issuers and, for the purposes of the opinions to be delivered to the Initial Purchaser pursuant to Sections 5(d), (e), (f) and (g), counsel for the Issuers and for the Initial Purchaser, respectively, may rely upon the accuracy of the representations and warranties of the Initial Purchaser and its compliance with the agreements contained in this Section 2, and the Initial Purchaser hereby consents to such reliance. The Initial Purchaser will advise the Issuers of the completion of the distribution of Notes pursuant to Regulation S. The Initial Purchaser agrees that, at or prior to confirmation of sale of Notes (other than a sale pursuant to Rule 144A), it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the restricted period a confirmation of notice to substantially the following effect:

> "The Notes covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering of the Notes and the date of original issuance of the Notes, except in accordance with Regulation S or Rule 144A or any other available exemption from registration under

the Securities Act. Terms used above have the meanings given to them by Regulation S."

The Initial Purchaser represents that it has not entered into and agrees that it will not enter into any contractual arrangement with respect to the distribution or delivery of the Notes, except with the prior written consent of the Issuers.

(c) The Initial Purchaser represents, warrants and agrees that (i) it has not offered or sold and will not offer or sell, in the United Kingdom by means of any document, any Notes offered hereby, other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (the "Regulations"), (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 and the Regulations with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom, and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of the Notes to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 or is a person to whom such document may otherwise lawfully be issued or passed on.

(d) The Issuers acknowledge and agree that the Initial Purchaser may sell Notes to any affiliate of the Initial Purchaser and that any such affiliate may sell Notes purchased by it to the Initial Purchaser.

3. Delivery of and Payment for the Notes.

(a) Delivery of and payment for the Notes shall be made at the offices of Milbank, Tweed, Hadley & McCloy LLP, New York, New York, or at such other place as shall be agreed upon by the Initial Purchaser and the Issuers, at 10:00 A.M., New York City time, on February 26, 1999, or at such other time or date, not later than seven full business days thereafter, as shall be agreed upon by the Initial Purchaser and the Issuers (such date and time of payment and delivery being referred to herein as the "Closing Date").

(b) On the Closing Date, payment of the purchase price for the Notes shall be made to Mediacom by wire or book-entry transfer of same-day funds to such account or accounts as Mediacom shall specify prior to the Closing Date or by such other means as the parties hereto shall agree prior to the Closing Date against delivery to the Initial Purchaser of the certificates evidencing the Notes. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligations of the Initial Purchaser hereunder. Upon delivery, the Notes shall be in global form, registered in such names and in such denominations as the Initial Purchaser shall have requested in writing not less than two full business days prior to the Closing Date. The Issuers agree to make one or more global certificates evidencing the Notes available for inspection by the Initial Purchaser in New York, New York at least 24 hours prior to the Closing Date.

4. Further Agreements of the Issuers. The Issuers agree with the Initial Purchaser:

(a) To advise the Initial Purchaser promptly and, if requested, confirm such advice in writing, of the happening of any event which makes any statement of a material fact made in the

Offering Memorandum untrue or which requires the making of any additions to or changes in the Offering Memorandum (as amended or supplemented from time to time) in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; to advise the Initial Purchaser promptly of any order preventing or suspending the use of the Offering Memorandum, of any suspension of the qualification of the Notes for offering or sale in any jurisdiction and of the initiation or threatening of any proceeding for any such purpose; and to use its best efforts to prevent the issuance of any such order preventing or suspending the use of the Offering Memorandum or suspending any such qualification and, if any such suspension is issued, to obtain the lifting thereof at the earliest possible time.

(b) To furnish promptly to the Initial Purchaser and counsel for the Initial Purchaser, without charge, as many copies of the Offering Memorandum (and any amendments or supplements thereto) as may be reasonably requested.

(c) Prior to making any amendment or supplement to the Offering Memorandum, to furnish a copy thereof to the Initial Purchaser and counsel for the Initial Purchaser and not to effect any such amendment or supplement to which the Initial Purchaser shall reasonably object by notice to the Issuers after a reasonable period to review.

(d) If, at any time prior to completion of the resale of the Notes by the Initial Purchaser, any event shall occur or condition exist as a result of which it is necessary, in the opinion of counsel for the Initial Purchaser or counsel for the Issuers, to amend or supplement the Offering Memorandum in order that the Offering Memorandum will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time it is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Offering Memorandum to comply with applicable law, to promptly prepare such amendment or supplement as may be necessary to correct such untrue statement or omission or so that the Offering Memorandum, as so amended or supplemented, will comply with applicable law.

(e) For so long as the Notes are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, to furnish to holders of the Notes and prospective purchasers of the Notes designated by such holders, upon request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act, unless the Issuers are then subject to and in compliance with Section 13 or 15(d) of the Exchange Act (the foregoing agreement being for the benefit of the holders from time to time of the Notes and prospective purchasers of the Notes designated by such holders).

(f) To promptly take from time to time such actions as the Initial Purchaser may reasonably request to qualify the Notes for offering and sale under the securities or Blue Sky laws of such jurisdictions as the Initial Purchaser may designate and to continue such qualifications in effect for so long as required for the resale of the Notes, and to arrange for the determination of the eligibility for investment of the Notes under the laws of such jurisdictions as the Initial Purchaser may reasonably request; provided
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that the Issuers and the Subsidiaries shall not be obligated to qualify as foreign corporations in any jurisdiction in which they are not so qualified or to file a general consent to service of process in any jurisdiction.

(g) To assist the Initial Purchaser in arranging for the Notes to be designated Private Offerings, Resales and Trading through Automated Linkages

("PORTAL") Market securities in accordance with the rules and regulations
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adopted by the National Association of

Securities Dealers, Inc. ("NASD") relating to trading in the PORTAL Market and for the Notes to be eligible for clearance and settlement through The Depository Trust Company ("DTC"), the Euroclear System and Cedel Bank, societe anonyme.

(h) Not to, and to cause their affiliates not to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as such term is defined in the Securities Act) which could be integrated with the sale of the Notes in a manner which would require registration of the Notes under the Securities Act.

(i) Except following the effectiveness of the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, not to, and to cause their affiliates not to, authorize or knowingly permit any person acting on their behalf to, solicit any offer to buy or offer to sell the Notes, the Private Exchange Notes or the Exchange Notes by means of any form of general solicitation or general advertising within the meaning of Regulation D, by means of any directed selling efforts (as defined in Regulation S under the Securities Act) in connection with the Notes or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and not to offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any securities under circumstances where such offer, sale, contract or disposition would cause the exemption afforded by Section 4(2) of the Securities Act to cease to be applicable to the offering and sale of the Notes to the Initial Purchaser as contemplated by this Agreement and the Offering Memorandum.

(j) During the period from the Closing Date until two years after the Closing Date or the effectiveness of the Exchange Offer Registration Statement or Shelf Registration Statement, without the prior written consent of the Initial Purchaser, not to, and not permit any of their affiliates (as defined in Rule 144 under the Securities Act) which they control to, resell any of the Notes, the Private Exchange Notes or Exchange Notes that have been reacquired by them, except for Notes, the Private Exchange Notes or Exchange Notes purchased by the Issuers or any of their affiliates and resold in a transaction registered under the Securities Act.

(k) Not to, for so long as the Notes are outstanding, be or become, or be or become owned by, an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act, and to not be or become, or be or become owned by, a closed-end investment company required to be registered, but not registered thereunder.

(l) In connection with the offering of the Notes, until the Initial Purchaser shall have notified the Issuers of the completion of the resale of the Notes, not to, and to cause their affiliated purchasers (as defined in Regulation M under the Exchange Act) not to, either alone or with one or more other persons, bid for or purchase, for any account in which they or any of their affiliated purchasers has a beneficial interest, any Notes, or attempt to induce any person to purchase any Notes; and not to, and to cause their affiliated purchasers not to, make bids or purchase for the purpose of creating actual, or apparent, active trading in or of raising the price of the Notes.

(m) In connection with the offering of the Notes, to make their officers, employees, independent accountants and legal counsel reasonably available upon request by the Initial Purchaser.

(n) To furnish to the Initial Purchaser on the date hereof a copy of the independent accountants' report included in the Offering Memorandum signed by the accountants rendering such report.

(o) To do and perform all things required to be done and performed by them under this Agreement that are within their control prior to or after the Closing Date, and to use their best efforts to satisfy all conditions precedent on their part to the delivery of the Notes.

(p) To not take any action prior to the execution and delivery of the Indenture that, if taken after such execution and delivery, would have violated any of the covenants contained in the Indenture.

(q) Prior to the Closing Date, not to issue any press release or other communication directly or indirectly or hold any press conference with respect to the Issuers, their condition (financial or otherwise) or results of operations, business affairs, management or business prospects (except for routine oral marketing communications in the ordinary course of business and consistent with the past practices of the Issuers and of which the Initial Purchaser is notified), without the prior written consent of the Initial Purchaser, unless in the judgment of the Issuers and their counsel, and after notification to the Initial Purchaser, such press release or communication is required by law.

(r) To apply the net proceeds from the sale of the Notes as set forth in the Offering Memorandum under the heading "Use of Proceeds."

5. Conditions of Initial Purchaser's Obligations. The obligations of the Initial Purchaser hereunder are subject to the accuracy, on and as of the date hereof and the Closing Date, of the representations and warranties of the Issuers contained herein, to the accuracy of the statements of the Issuers and their officers made in any certificates delivered pursuant hereto, to the performance by the Issuers of their obligations hereunder, and to each of the following additional terms and conditions:

(a) The Offering Memorandum (and any amendments or supplements thereto) shall have been printed and copies distributed to the Initial Purchaser as promptly as practicable on or following the date of this Agreement or at such other date and time as to which the Initial Purchaser may agree; and no stop order suspending the sale of the Notes in any jurisdiction shall have been issued and no proceeding for that purpose shall have been commenced or shall be pending or threatened.

(b) The Initial Purchaser shall not have discovered and disclosed to the Issuers on or prior to the Closing Date that the Offering Memorandum or any amendment or supplement thereto contains an untrue statement of a fact which, in the opinion of counsel for the Initial Purchaser, is material or omits to state any fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of each of the Transaction Documents and the Offering Memorandum, and all other legal matters relating to the Transaction Documents and the transactions contemplated thereby, shall be satisfactory in all material respects to the Initial Purchaser, and the Issuers shall have furnished to the Initial Purchaser all documents and information that it or its counsel may reasonably request to enable them to pass upon such matters.

(d) Cooperman Levitt Winikoff Lester & Newman, P.C. shall have furnished to the Initial Purchaser their written opinion, as counsel to the Issuers, addressed to the Initial Purchaser and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchaser, substantially to the effect set forth in Annex B hereto.

(e) Fleischman & Walsh L.L.P. shall have furnished to the Initial Purchaser their written opinion, as special regulatory counsel for the Issuers, addressed to the Initial Purchaser and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchaser, substantially to the effect set forth in Annex C hereto.

(f) Dow, Lohnes & Albertson, PLLC shall have furnished to the Initial Purchaser their written opinion, as special regulatory counsel for the Initial Purchaser, addressed to the Initial Purchaser and dated the Closing Date, in form and substance satisfactory to the Initial Purchaser, substantially to the effect set forth in Annex D hereto.

(g) The Initial Purchaser shall have received from Milbank, Tweed, Hadley & McCloy LLP, counsel for the Initial Purchaser, such opinion or opinions, dated the Closing Date, with respect to such matters as the Initial Purchaser may reasonably require, and the Issuers shall have furnished to such counsel such documents and information as they request for the purpose of enabling them to pass upon such matters.

(h) The Issuers shall have furnished to the Initial Purchaser (i) a letter (the "AA Initial Letter") of Arthur Andersen LLP, addressed to the
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Initial Purchaser and dated the date hereof, in form and substance satisfactory to the Initial Purchaser, (ii) a letter (the "KPMG Initial Letter") of KPMG Peat
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Marwick LLP, addressed to the Initial Purchaser and dated the date hereof, in form and substance satisfactory to the Initial Purchaser and (iii) a letter (the "Keller Bruner Initial Letter") of Keller Bruner & Company, L.L.C., addressed to
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the Initial Purchaser and dated the date hereof, in form and substance satisfactory to the Initial Purchaser.

(i) The Issuers shall have furnished to the Initial Purchaser a letter (the "AA Bring-Down Letter") of Arthur Andersen LLP, addressed to the
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Initial Purchaser and dated the Closing Date (i) confirming that they are independent public accountants with respect to the Issuers and the Subsidiaries within the meaning of Rule 101 of the Code of Professional Conduct of the AICPA and its interpretations and rulings thereunder, (ii) stating, as of the date of the AA Bring-Down Letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Offering Memorandum, as of a date not more than three business days prior to the date of the AA Bring-Down Letter), that the conclusions and findings of such accountants with respect to the financial information and other matters covered by the AA Initial Letter are accurate and (iii) confirming in all material respects the conclusions and findings set forth in the AA Initial Letter. The Issuers shall have furnished to the Initial Purchaser a letter (the "KPMG Bring-Down Letter") of KPMG Peat Marwick LLP,
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addressed to the Initial Purchaser and dated the Closing Date (i) confirming that they are independent public accountants with respect to the Cablevision Systems within the meaning of Rule 101 of the Code of Professional Conduct of the AICPA and its interpretations and rulings thereunder, (ii) stating, as of the date of the KPMG Bring-Down Letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Offering Memorandum, as of a date not more than three business days prior to the date of the KPMG Bring-Down Letter), that the conclusions and findings of such accountants with respect to the financial information and other matters covered by the KPMG

Initial Letter are accurate and (iii) confirming in all material respects the conclusions and findings set forth in the KPMG Initial Letter. The Issuers shall have furnished to the Initial Purchaser a letter (the "Keller Bruner Bring-Down Letter") of Keller Bruner & Company, L.L.C., addressed to the Initial Purchaser and dated the Closing Date (i) confirming that they are independent public accountants with respect to Benchmark Acquisition Fund II Limited Partnership (the "Predecessor Company") within the meaning of Rule 101 of the Code of Professional Conduct of the AICPA and its interpretations and rulings thereunder, (ii) stating, as of the date of the Keller Bruner Bring-Down Letter, that the conclusions and findings of such accountants with respect to the financial information and other matters covered by the Keller Bruner Initial Letter are accurate and (iii) confirming in all material respects the conclusions and findings set forth in the Keller Bruner Initial Letter.

(j) The Issuers shall have furnished to the Initial Purchaser a certificate, dated the Closing Date, of their respective chief executive officers and chief financial officers stating that (A) such officers have carefully examined the Offering Memorandum, (B) in their opinion, the Offering Memorandum, as of its date, did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and since the date of the Offering Memorandum, no event has occurred which should have been set forth in a supplement or amendment to the Offering Memorandum so that the Offering Memorandum (as so amended or supplemented) would not include any untrue statement of a material fact and would not omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (C) as of the Closing Date, the representations and warranties of the Issuers in this Agreement are true and correct in all material respects, the Issuers have complied with all agreements, in all material respects, and satisfied all conditions on their part to be performed or satisfied hereunder on or prior to the Closing Date, and subsequent to the date of the most recent financial statements contained in the Offering Memorandum, there has been no material adverse change or any development involving a prospective material adverse change in the condition (financial or otherwise), or in the results of operations, business affairs, management or business prospects of the Issuers and the Subsidiaries taken as a whole, except as set forth in the Offering Memorandum.

(k) The Initial Purchaser shall have received a counterpart of the Registration Rights Agreement which shall have been executed and delivered by a duly authorized officer of each of the Issuers.

(l) The Indenture shall have been duly executed and delivered by the Issuers and the Trustee, and the Notes shall have been duly executed and delivered by the Issuers and duly authenticated by the Trustee.

(m) The Notes shall have been approved by the NASD for trading in the PORTAL Market.

(n) If any event shall have occurred that requires the Issuers under Section 4(d) to prepare an amendment or supplement to the Offering Memorandum, such amendment or supplement shall have been prepared, the Initial Purchaser shall have been given a reasonable opportunity to comment thereon, and copies thereof shall have been delivered to the Initial Purchaser reasonably in advance of the Closing Date.

(o) There shall not have occurred any invalidation of Rule 144A or Regulation S under the Securities Act by any court or any withdrawal or proposed withdrawal of any rule or regulation under the Securities Act or the Exchange Act by the Commission or any amendment or proposed amendment thereof by the Commission which in the judgment of the Initial Purchaser would materially impair the ability of the Initial Purchaser to purchase, hold or effect resales of the Notes as contemplated hereby.

(p) Subsequent to the execution and delivery of this Agreement or, if earlier, the dates as of which information is given in the Offering Memorandum (exclusive of any amendment or supplement thereto), there shall not have been any change in the capital stock or membership interests, as applicable, or long-term debt or any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), results of operations, business affairs, management, or business prospects of the Issuers and the Subsidiaries taken as a whole, whether or not arising in the ordinary course of business, the effect of which, in any such case described above, is, in the judgment of the Initial Purchaser, so material and adverse as to make it impracticable or inadvisable to proceed with the sale or delivery of the Notes on the terms and in the manner contemplated by this Agreement and the Offering Memorandum (exclusive of any amendment or supplement thereto).

(q) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would, as of the Closing Date, prevent the issuance or sale of the Notes, the Private Exchange Notes or Exchange Notes; and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Notes, the Private Exchange Notes or Exchange Notes.

(r) Subsequent to the execution and delivery of this Agreement (i) no downgrading shall have occurred in the rating accorded the Notes by any "nationally recognized statistical rating organization," as such term is defined by the Commission for purposes of Rule 436(g)(2) of the rules and regulations of the Commission under the Securities Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review (other than an announcement with positive implications of a possible upgrading), its rating of the Notes.

(s) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) trading in securities generally on the New York Stock Exchange, the American Stock Exchange or the over-the-counter market shall have been suspended or limited, or minimum prices shall have been established on any such exchange or market by the Commission, by any such exchange or by any other regulatory body or governmental authority having jurisdiction, or trading in any securities of the Issuers on any exchange or in the over-the-counter market shall have been suspended or (ii) any moratorium on commercial banking activities shall have been declared by federal or New York state authorities or (iii) an outbreak or escalation of hostilities or a declaration by the United States of a national emergency or war or (iv) a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) the effect of which, in the case of this clause (iv), is, in the judgment of the Initial Purchaser, so material and adverse as to make it impracticable or inadvisable to proceed with the sale or the delivery of the Notes on the terms and in the manner contemplated by this Agreement and in the Offering Memorandum (exclusive of any amendment or supplement thereto).

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Initial Purchaser.

6. Termination. The obligations of the Initial Purchaser hereunder may be terminated by the Initial Purchaser, in its absolute discretion, by notice given to and received by the Issuers prior to delivery of and payment for the Notes if, prior to that time, any of the events described in Section 5(o), (p), (q), (r) or (s) shall have occurred and be continuing.

7. Reimbursement of Initial Purchaser's Expenses. If (a) this Agreement shall have been terminated pursuant to Section 6, (b) the Issuers shall fail to tender the Notes for delivery to the Initial Purchaser for any reason permitted under this Agreement or shall fail to fulfill a condition stated in Section 5, or (c) the Initial Purchaser shall decline to purchase the Notes for any reason permitted under this Agreement, the Issuers shall reimburse the Initial Purchaser for such out-of-pocket expenses (including reasonable fees and disbursements of counsel) as shall have been reasonably incurred by the Initial Purchaser in connection with this Agreement and the proposed purchase and resale of the Notes.

8. Indemnification.

(a) The Issuers shall indemnify and hold harmless the Initial Purchaser, its affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls the Initial Purchaser within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 8(a) and Section 9 as an Initial Purchaser), from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, without limitation, any loss, claim, damage, liability or action relating to purchases and sales of the Notes), to which the Initial Purchaser may become subject, whether commenced or threatened, under the Securities Act, the Exchange Act, any other federal or state statutory law or regulation, at common law or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Offering Memorandum or in any amendment or supplement thereto or any information provided by the Issuers to the holders of the Notes pursuant to Section 4(e) in connection with the initial distribution of the Notes or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and shall reimburse the Initial Purchaser promptly upon demand for any legal or other expenses reasonably incurred by the Initial Purchaser in connection with investigating or defending or preparing to defend against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Issuers shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with the Initial Purchaser's Information.

(b) The Initial Purchaser shall indemnify and hold harmless the Issuers, their affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls the Issuers within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 8(b) and Section 9 as the Issuers), from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Issuers may become subject, whether commenced or threatened, under the Securities

Act, the Exchange Act, any other federal or state statutory law or regulation, at common law or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Offering Memorandum or in any amendment or supplement thereto or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with the Initial Purchaser's Information, and shall reimburse the Issuers promptly upon demand for any legal or other expenses reasonably incurred by the Issuers in connection with investigating or defending or preparing to defend against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party pursuant to Section 8(a) or 8(b), notify the indemnifying party in writing of the claim or the commencement of that action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and, provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that an indemnified party shall have the right to employ its own counsel in any such action, but the fees, expenses and other charges of such counsel for the indemnified party will be at the expense of such indemnified party unless (1) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (2) the indemnified party has reasonably concluded (based upon advice of counsel to the indemnified party) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (3) a conflict or potential conflict exists (based upon advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party) or (4) the indemnifying party has not in fact employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, in each of which cases the reasonable fees, disbursements and other charges of counsel will be at the expense of the indemnifying party or parties. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements and other charges of more than one separate firm of attorneys (in addition to any local counsel) at any one time for all such indemnified party or parties. Each indemnified party, as a condition of the indemnity agreements contained in Sections 8(a) and 8(b), shall use all reasonable efforts to cooperate with the indemnifying party in the defense of any such action or claim. No indemnifying party shall be liable for any settlement of any such action effected without

its written consent (which consent shall not be unreasonably withheld), but if settled with its written consent or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

The obligations of the Issuers and the Initial Purchaser in this Section 8 and in Section 9 are in addition to any other liability that the Issuers or the Initial Purchaser, as the case may be, may otherwise have, including in respect of any breaches of representations, warranties and agreements made herein by any such party.

9. Contribution. If the indemnification provided for in Section 8 is unavailable or insufficient to hold harmless an indemnified party under Section 8(a) or 8(b), then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Issuers on the one hand and the Initial Purchaser on the other from the offering of the Notes or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuers on the one hand and the Initial Purchaser on the other with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Issuers on the one hand and the Initial Purchaser on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Notes purchased under this Agreement (before deducting expenses) received by or on behalf of the Issuers, on the one hand, and the total discounts and commissions received by the Initial Purchaser with respect to the Notes purchased under this Agreement, on the other, bear to the total gross proceeds from the sale of the Notes under this Agreement, in each case as set forth in the table on the cover page of the Offering Memorandum. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to the Issuers or information supplied by the Issuers on the one hand or to the Initial Purchaser's Information on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuers and the Initial Purchaser agree that it would not be just and equitable if contributions pursuant to this Section 9 were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 9 shall be deemed to include, for purposes of this Section 9, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending or preparing to defend any such action or claim. Notwithstanding the provisions of this Section 9, the Initial Purchaser shall not be required to contribute any amount in excess of the amount by which the total discounts and commissions received by the Initial Purchaser with respect to the Notes purchased by it under this Agreement exceeds the amount of any damages which the Initial Purchaser has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation

(within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

10. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the Initial Purchaser, the Issuers and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except as provided in Sections 8 and 9 with respect to affiliates, officers, directors, employees, representatives, agents and controlling persons of the Issuers and the Initial Purchaser and in Section 4(e) with respect to holders and prospective purchasers of the Notes during and at the end of the initial distribution of the Notes. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 10, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

11. Expenses. The Issuers agree with the Initial Purchaser to pay (a) the costs incident to the authorization, issuance, sale, preparation and delivery of the Notes and any taxes payable in that connection; (b) the costs incident to the preparation, printing and distribution of the Offering Memorandum and any amendments or supplements thereto; (c) the costs of reproducing and distributing each of the Transaction Documents; (d) the costs incident to the preparation, printing and delivery of the certificates evidencing the Notes, including stamp duties and transfer taxes, if any, payable upon issuance of the Notes; (e) the fees and expenses of the Issuers' counsel and independent accountants; (f) the fees and expenses of qualifying the Notes under the securities laws of the several jurisdictions as provided in Section 4(f) and of preparing, printing and distributing Blue Sky Memoranda (including related fees and expenses of counsel for the Initial Purchaser); (g) any fees charged by rating agencies for rating the Notes; (h) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (i) all expenses and application fees incurred in connection with the application for the inclusion of the Notes on the PORTAL Market and the approval of the Notes for book-entry transfer by DTC; and (j) all other costs and expenses incident to the performance of the obligations of the Issuers under this Agreement which are not otherwise specifically provided for in this Section 11; provided, however, that except as provided in this Section 11 and Section 7, the Initial Purchaser shall pay its own costs and expenses.

12. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Issuers and the Initial Purchaser contained in this Agreement or made by or on behalf of the Issuers or the Initial Purchaser pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Notes and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any of them or any of their respective affiliates, officers, directors, employees, representatives, agents or controlling persons.

13. Notices, etc. All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Initial Purchaser, shall be delivered or sent by mail or telecopy transmission to Chase Securities Inc., 270 Park Avenue, New York, New York 10017, Attention: James P. Casey (telecopier no.: (212) 270-0994); or

(b) if to the Issuers, shall be delivered or sent by mail or telecopy transmission to the address of Mediacom set forth in the Offering Memorandum, Attention: Rocco B. Commisso (telecopier no.: (914) 695-2699);

provided that any notice to the Initial Purchaser pursuant to Section 8(c) shall also be delivered or sent by mail to the Initial Purchaser at its address set forth on the signature page hereof. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Issuers shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Initial Purchaser.

14. Definition of Terms. For purposes of this Agreement, (a) the term "business day" means any day on which the New York Stock Exchange, Inc. is open for trading, (b) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act and (c) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act.

15. Initial Purchaser's Information. The parties hereto acknowledge and agree that, for all purposes of this Agreement, the Initial Purchaser's Information consists solely of the following information in the Offering Memorandum: (i) the last paragraph on the front cover page concerning the terms of the offering by the Initial Purchaser; (ii) the first paragraph on page (i) of the Offering Memorandum concerning over-allotment and trading activities by the Initial Purchaser; and (iii) the statements concerning the Initial Purchaser contained in the third, fourth, fifth, sixth, seventh, ninth, eleventh and twelfth paragraphs under the heading "Plan of Distribution."

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

17. Counterparts. This Agreement may be executed in one or more counterparts (which may include counterparts delivered by telecopier) and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

18. Amendments. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

19. Headings. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us a counterpart hereof, whereupon this instrument will become a binding agreement between the Issuers and the Initial Purchaser in accordance with its terms.

Very truly yours,

MEDIACOM LLC

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

MEDIACOM CAPITAL CORPORATION

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

Accepted:

CHASE SECURITIES INC.

By /s/ JAMES P. CASEY

Authorized Signatory

Address for notices pursuant to Section 8(c):
1 Chase Plaza, 25th floor
New York, New York 10081
Attention: Legal Department

ANNEX A

MEDIACOM LLC
MEDIACOM CAPITAL CORPORATION

$125,000,000

7 7/8% Senior Notes due 2011

EXCHANGE AND REGISTRATION RIGHTS AGREEMENT

February 26, 1999

CHASE SECURITIES INC.
c/o Chase Securities Inc.
270 Park Avenue, 4th floor
New York, New York 10017

Ladies and Gentlemen:

Mediacom LLC, a New York limited liability company ("Mediacom" and, together with its direct and indirect Subsidiaries (as defined herein) and Mediacom Capital (as defined herein), the "Company"), and Mediacom Capital Corporation, a New York corporation and a wholly-owned subsidiary of Mediacom ("Mediacom Capital" and, together with Mediacom, the "Issuers"), propose to issue and sell to Chase Securities Inc. (the "Initial Purchaser"), upon the terms and subject to the conditions set forth in a purchase agreement dated February 19, 1999 (the "Purchase Agreement"), $125,000,000 aggregate principal amount of their 7 7/8% Senior Notes due 2011 (the "Notes"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

As an inducement to the Initial Purchaser to enter into the Purchase Agreement and in satisfaction of a condition to the obligations of the Initial Purchaser thereunder, the Issuers agree with the Initial Purchaser, for the benefit of the holders (including the Initial Purchaser) of the Notes, the Exchange Notes (as defined herein) and the Private Exchange Notes (as defined herein) (collectively, the "Holders"), as follows:

1. Registered Exchange Offer. The Issuers shall (i) prepare and, not later than 180 days following the date of original issuance of the Notes (the "Issue Date"), file with the Commission a registration statement on Form S-1 or Form S-4, if the use of such form is then available (the "Exchange Offer Registration Statement"), with respect to a proposed offer to the Holders of the Notes (the "Registered Exchange Offer") to issue and deliver to such Holders, in exchange for the Notes, a like aggregate principal amount of debt securities of the Issuers (the "Exchange Notes") that are identical in all material respects to the Notes, except for the transfer restrictions relating to the Notes, (ii) use their reasonable best efforts to cause the Exchange Offer Registration Statement to become effective under the Securities Act no later than 300 days after the Issue Date and the Registered Exchange Offer to be consummated no later than 360 days after the Issue Date and (iii) keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date on which notice of the Registered Exchange Offer is mailed to the Holders (such period being called the "Exchange Offer").

Registration Period"). The Exchange Notes will be issued under the Indenture or an indenture (the "Exchange Notes Indenture") between the Issuers and the Trustee or such other bank or trust company that is reasonably satisfactory to the Initial Purchaser, as trustee (the "Exchange Notes Trustee"), such indenture to be identical in all material respects to the Indenture, except for the transfer restrictions relating to the Notes (as described above).

Upon the effectiveness of the Exchange Offer Registration Statement, the Issuers shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder electing to exchange Notes for Exchange Notes or Private Exchange Notes (assuming that such Holder (a) is not an affiliate of the Issuers or an Exchanging Dealer (as defined herein) not complying with the requirements of the next sentence, (b) is not an Initial Purchaser holding Notes that have, or that are reasonably likely to have, the status of an unsold allotment in an initial distribution, (c) acquires the Exchange Notes in the ordinary course of such Holder's business and (d) has no arrangements or understandings with any person to participate in the distribution of the Exchange Notes) and to trade such Exchange Notes from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of the several states of the United States. The Issuers, the Initial Purchaser and each Exchanging Dealer acknowledge that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, each Holder that is a broker-dealer electing to exchange Notes, acquired for its own account as a result of market-making activities or other trading activities, for Exchange Notes (an "Exchanging Dealer"), is required to deliver a prospectus containing substantially the information set forth in Exhibit A hereto on the cover, in Exhibit B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Exhibit C hereto in the "Plan of Distribution" section of such prospectus in connection with a sale of any such Exchange Notes received by such Exchanging Dealer pursuant to the Registered Exchange Offer.

If, prior to the consummation of the Registered Exchange Offer, any Holder holds any Notes acquired by it that have, or that are reasonably likely to be determined to have, the status of an unsold allotment in an initial distribution, or any Holder is not entitled to participate in the Registered Exchange Offer, the Issuers shall, upon the request of any such Holder, simultaneously with the delivery of the Exchange Notes in the Registered Exchange Offer, issue and deliver to any such Holder, in exchange for the Notes held by such Holder (the "Private Exchange"), a like aggregate principal amount of debt securities of the Issuers (the "Private Exchange Notes") that are identical in all material respects to the Exchange Notes, except for the transfer restrictions relating to such Private Exchange Notes. The Private Exchange Notes will be issued under the same indenture as the Exchange Notes, and the Issuers shall use their reasonable best efforts to cause the Private Exchange Notes to bear the same CUSIP number as the Exchange Notes.

In connection with the Registered Exchange Offer, the Issuers shall:

(a) mail to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date on which notice of the Registered Exchange Offer is mailed to the Holders;

(c) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York;

(d) permit Holders to withdraw tendered Notes at any time prior to the close of business, New York City time, on the last business day on which the Registered Exchange Offer shall remain open; and

(e) otherwise comply in all respects with all laws that are applicable to the Registered Exchange Offer.

As soon as practicable after the close of the Registered Exchange Offer and any Private Exchange, as the case may be, the Issuers shall:

(a) accept for exchange all Notes tendered and not validly withdrawn pursuant to the Registered Exchange Offer and the Private Exchange;

(b) deliver to the Trustee for cancellation all Notes so accepted for exchange; and

(c) cause the Trustee or the Exchange Notes Trustee, as the case may be, promptly to authenticate and deliver to each Holder, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange.

The Issuers shall use their reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein in order to permit such prospectus to be used by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Notes; provided that (i) in the case where such prospectus and any amendment or supplement thereto must be delivered by an Exchanging Dealer, such period shall be the lesser of 180 days and the date on which all Exchanging Dealers have sold all Exchange Notes held by them and (ii) the Issuers shall make such prospectus and any amendment or supplement thereto available to any broker-dealer for use in connection with any resale of any Exchange Notes for a period of not less than 90 days after the consummation of the Registered Exchange Offer.

The Indenture or the Exchange Notes Indenture, as the case may be, shall provide that the Notes, the Exchange Notes and the Private Exchange Notes shall vote and consent together on all matters as one class and that none of the Notes, the Exchange Notes or the Private Exchange Notes will have the right to vote or consent as a separate class on any matter.

Interest on each Exchange Note and Private Exchange Note issued pursuant to the Registered Exchange Offer and in the Private Exchange will accrue from the last interest payment date on which interest was paid on the Notes surrendered in exchange therefor or, if no interest has been paid on the Notes, from the Issue Date.

Each Holder participating in the Registered Exchange Offer shall be required to represent to the Issuers that at the time of the consummation of the Registered Exchange Offer, (i) any Exchange Notes received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the

distribution of the Notes or the Exchange Notes within the meaning of the Securities Act, and (iii) such Holder is not an affiliate of the Issuers or, if it is such an affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

Notwithstanding any other provisions hereof, the Issuers will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations of the Commission thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not, as of the consummation of the Registered Exchange Offer, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. Shelf Registration. If (i) because of any change in law or applicable interpretations thereof by the Commission's staff the Issuers are not permitted to effect the Registered Exchange Offer as contemplated by Section 1 hereof, or (ii) any Notes validly tendered pursuant to the Registered Exchange Offer are not exchanged for Exchange Notes within 360 days after the Issue Date, or (iii) the Initial Purchaser so requests with respect to Notes or Private Exchange Notes not eligible to be exchanged for Exchange Notes in the Registered Exchange Offer and held by it following the consummation of the Registered Exchange Offer, or (iv) any applicable law or interpretations do not permit any Holder to participate in the Registered Exchange Offer, or (v) any Holder that participates in the Registered Exchange Offer does not receive freely transferable Exchange Notes in exchange for tendered Notes, or (vi) the Issuers so elect, then the following provisions shall apply:

(a) The Issuers shall use their reasonable best efforts to file as promptly as practicable (but in no event more than 60 days after so required or requested pursuant to this Section 2) with the Commission, and thereafter shall use its reasonable best efforts to cause to be declared effective, a shelf registration statement on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities (as defined below) by the Holders thereof from time to time in accordance with the methods of distribution set forth in such registration statement (hereafter, a "Shelf Registration Statement" and, together with any Exchange Offer Registration Statement, a "Registration Statement").

(b) The Issuers shall use their reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus forming part thereof to be used by Holders of Transfer Restricted Securities for a period ending on the earlier of (i) two years from the Issue Date or such shorter period that will terminate when all the Transfer Restricted Securities covered by the Shelf Registration Statement have been sold pursuant thereto and (ii) the date on which the Notes become eligible for resale without volume restrictions pursuant to Rule 144 under the Securities Act (in any such case, such period being called the "Shelf Registration Period"). The Issuers shall be deemed not to have used their reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if they voluntarily take any action that would result in Holders of Transfer Restricted Securities covered thereby not being able to offer and sell such Transfer Restricted Securities during that period, unless such action is required by applicable law.

(c) Notwithstanding any other provisions hereof, the Issuers will ensure that (i) any Shelf Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations of the Commission thereunder, (ii) any Shelf Registration Statement and any amendment thereto (in either case, other than with respect to information included therein in reliance upon or in conformity with written information furnished to the Issuers by or on behalf of any Holder specifically for use therein (the "Holders' Information")) does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Shelf Registration Statement, and any supplement to such prospectus (in either case, other than with respect to Holders' Information), does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3. Liquidated Damages. (a) The parties hereto agree that the Holders of Transfer Restricted Securities will suffer damages if the Issuers fail to fulfill their obligations under Section 1 or Section 2, as applicable, and that it would not be feasible to ascertain the extent of such damages. Accordingly, if (i) the applicable Registration Statement is not filed with the Commission on or prior to 180 days after the Issue Date, (ii) the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, is not declared effective within 300 days after the Issue Date (or in the case of a Shelf Registration Statement required to be filed in response to a change in law or the applicable interpretations of Commission's staff, if later, within 90 days after publication of the change in law or interpretation), (iii) the Registered Exchange Offer is not consummated on or prior to 360 days after the Issue Date, or (iv) the Shelf Registration Statement is filed and declared effective within 300 days after the Issue Date (or in the case of a Shelf Registration Statement required to be filed in response to a change in law or the applicable interpretations of Commission's staff, if later, within 90 days after publication of the change in law or interpretation) but shall thereafter cease to be effective (at any time that the Issuers are obligated to maintain the effectiveness thereof) without being succeeded within 120 days by an additional Registration Statement filed and declared effective (each such event referred to in clauses (i) through (iv), a "Registration Default"), the Issuers will be obligated to pay liquidated damages to each Holder of Transfer Restricted Securities, during the period of one or more such Registration Defaults, in an amount equal to $0.192 per week per $1,000 principal amount of Transfer Restricted Securities held by such Holder until (i) the applicable Registration Statement is filed, (ii) the Exchange Offer Registration Statement is declared effective and the Registered Exchange Offer is consummated, (iii) the Shelf Registration Statement is declared effective or (iv) the Shelf Registration Statement again becomes effective, as the case may be. Following the cure of all Registration Defaults, the accrual of liquidated damages will cease. As used herein, the term "Transfer Restricted Securities" means (i) each Note until the date on which such Note has been exchanged for a freely transferable Exchange Note in the Registered Exchange Offer, (ii) each Note or Private Exchange Note until the date on which it has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement or (iii) each Note or Private Exchange Note until the date on which it is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act. Notwithstanding anything to the contrary in this Section 3(a), the Issuers shall not be required to pay liquidated damages to a Holder of Transfer Restricted Securities if such Holder failed to comply with its obligations to make the representations set forth in the second to last paragraph of Section 1 or failed to provide the information required to be provided by it, if any, pursuant to Section 4(n).

(b) The Issuers shall notify the Trustee and the Paying Agent under the Indenture immediately upon the happening of each and every Registration Default. The Issuers shall pay the liquidated damages due on the Transfer Restricted Securities by depositing with the Paying Agent (which may not be the Issuers for these purposes), in trust, for the benefit of the Holders thereof, prior to 10:00 a.m., New York City time, on the next interest payment date specified by the Indenture and the Notes, sums sufficient to pay the liquidated damages then due. The liquidated damages due shall be payable on each interest payment date specified by the Indenture and the Notes to the record holder entitled to receive the interest payment to be made on such date. Each obligation to pay liquidated damages shall be deemed to accrue from and including the date of the applicable Registration Default.

(c) The parties hereto agree that the liquidated damages provided for in this Section 3 constitute a reasonable estimate of and are intended to constitute the sole damages that will be suffered by Holders of Transfer Restricted Securities by reason of the failure of (i) the Shelf Registration Statement or the Exchange Offer Registration Statement to be filed, (ii) the Shelf Registration Statement to remain effective or (iii) the Exchange Offer Registration Statement to be declared effective and the Registered Exchange Offer to be consummated, in each case to the extent required by this Agreement.

4. Registration Procedures. In connection with any Registration Statement, the following provisions shall apply:

(a) The Issuers shall (i) furnish to the Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and shall use its reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as the Initial Purchaser may reasonably propose; (ii) include the information set forth in Exhibit A hereto on the cover, in Exhibit B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Exhibit C hereto in the "Plan of Distribution" section of the prospectus forming a part of the Exchange Offer Registration Statement, and include the information set forth in Exhibit D hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; and (iii) if requested by the Initial Purchaser, include the information required by Items 507 or 508 of Regulation S-K, as applicable, in the prospectus forming a part of the Exchange Offer Registration Statement.

(b) The Issuers shall advise the Initial Purchaser, each Exchanging Dealer and the Holders (if applicable) and, if requested by any such person, confirm such advice in writing (which advice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when any Registration Statement and any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Issuers of any notification with respect to the suspension of the qualification of the Notes, the Exchange Notes or the Private Exchange Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the making of any changes in any Registration Statement or the prospectus included therein in order that the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) The Issuers will make every reasonable effort to obtain the withdrawal at the earliest possible time of any order suspending the effectiveness of any Registration Statement.

(d) The Issuers will furnish to each Holder of Transfer Restricted Notes included within the coverage of any Shelf Registration Statement, without charge, at least one conformed copy of such Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules and, if any such Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(e) The Issuers will, during the Shelf Registration Period, promptly deliver to each Holder of Transfer Restricted Securities included within the coverage of any Shelf Registration Statement, without charge, as many copies of the prospectus (including each preliminary prospectus) included in such Shelf Registration Statement and any amendment or supplement thereto as such Holder may reasonably request; and the Issuers consent to the use of such prospectus or any amendment or supplement thereto by each of the selling Holders of Transfer Restricted Securities in connection with the offer and sale of the Transfer Restricted Securities covered by such prospectus or any amendment or supplement thereto.

(f) The Issuers will furnish to the Initial Purchaser and each Exchanging Dealer, and to any other Holder who so requests, without charge, at least one conformed copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules and, if the Initial Purchaser or Exchanging Dealer or any such Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(g) The Issuers will, during the Exchange Offer Registration Period or the Shelf Registration Period, as applicable, promptly deliver to the Initial Purchaser, each Exchanging Dealer and such other persons that are required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement or the Shelf Registration Statement and any amendment or supplement thereto as the Initial Purchaser, Exchanging Dealer or other persons may reasonably request; and the Issuers consent to the use of such prospectus or any amendment or supplement thereto by the Initial Purchaser, Exchanging Dealer or other persons, as applicable, as aforesaid.

(h) Prior to the effective date of any Registration Statement, the Issuers will use their reasonable best efforts to register or qualify, or cooperate with the Holders of Notes, Exchange Notes or Private Exchange Notes included therein and their respective counsel in connection with the registration or qualification of, such Notes, Exchange Notes or Private Exchange Notes for offer and sale under the securities or Blue Sky laws of such jurisdictions as any such Holder reasonably requests in writing and do any and all other acts or things necessary or

advisable to enable the offer and sale in such jurisdictions of the Notes, Exchange Notes or Private Exchange Notes covered by such Registration Statement; provided that the Issuers will not be required to qualify generally to do
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business in any jurisdiction where they are not then so qualified or to take any action which would subject them to general service of process or to taxation in any such jurisdiction where they are not then so subject.

(i) The Issuers will cooperate with the Holders of Notes, Exchange Notes or Private Exchange Notes to facilitate the timely preparation and delivery of certificates representing Notes, Exchange Notes or Private Exchange Notes to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders thereof may request in writing prior to sales of Notes, Exchange Notes or Private Exchange Notes pursuant to such Registration Statement.

(j) If any event contemplated by Section 4(b)(ii) through (v) occurs during the period for which the Issuers are required to maintain an effective Registration Statement, the Issuers will promptly prepare and file with the Commission a post-effective amendment to the Registration Statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to purchasers of the Notes, Exchange Notes or Private Exchange Notes from a Holder, the prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Not later than the effective date of the applicable Registration Statement, the Issuers will provide a CUSIP number for the Notes, the Exchange Notes and the Private Exchange Notes, as the case may be, and provide the applicable trustee with printed certificates for the Notes, the Exchange Notes or the Private Exchange Notes, as the case may be, in a form eligible for deposit with The Depository Trust Company.

(l) The Issuers will comply with all applicable rules and regulations of the Commission and will make generally available to their security holders as soon as practicable after the effective date of the applicable Registration Statement an earning statement satisfying the provisions of Section 11(a) of the Securities Act; provided that in no event shall such
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earning statement be delivered later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Issuers' first fiscal quarter commencing after the effective date of the applicable Registration Statement, which statement shall cover such 12-month period.

(m) The Issuers will cause the Indenture or the Exchange Notes Indenture, as the case may be, to be qualified under the Trust Indenture Act as required by applicable law in a timely manner.

(n) The Issuers may require each Holder of Transfer Restricted Securities to be registered pursuant to any Shelf Registration Statement to furnish to the Issuers such information concerning the Holder and the distribution of such Transfer Restricted Notes as the Issuers may from time to time reasonably require for inclusion in such Shelf Registration Statement, and the Issuers may exclude from such registration the Transfer Restricted Securities of any Holder that fails to furnish such information within a reasonable time after receiving such request.

(o) In the case of a Shelf Registration Statement, each Holder of Transfer Restricted Securities to be registered pursuant thereto agrees by acquisition of such Transfer

Restricted Securities that, upon receipt of any notice from the Issuers pursuant to Section 4(b)(ii) through (v), such Holder will discontinue disposition of such Transfer Restricted Securities until such Holder's receipt of copies of the supplemental or amended prospectus contemplated by Section 4(j) or until advised in writing (the "Advice") by the Issuers that the use of the applicable
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prospectus may be resumed. If the Issuers shall give any notice under Section 4(b)(ii) through (v) during the period that the Issuers are required to maintain an effective Registration Statement (the "Effectiveness Period"), such
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Effectiveness Period shall be extended by the number of days during such period from and including the date of the giving of such notice to and including the date when each seller of Transfer Restricted Securities covered by such Registration Statement shall have received (x) the copies of the supplemental or amended prospectus contemplated by Section 4(j) (if an amended or supplemental prospectus is required) or (y) the Advice (if no amended or supplemental prospectus is required).

(p) In the case of a Shelf Registration Statement, the Issuers shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other action, if any, as Holders of a majority in aggregate principal amount of the Notes, Exchange Notes and Private Exchange Notes being sold or the managing underwriters (if any) shall reasonably request in order to facilitate any disposition of Notes, Exchange Notes or Private Exchange Notes pursuant to such Shelf Registration Statement.

(q) In the case of a Shelf Registration Statement, the Issuers shall (i) make reasonably available for inspection by a representative of, and Special Counsel (as defined below) acting for, Holders of a majority in aggregate principal amount of the Notes, Exchange Notes and Private Exchange Notes being sold and any underwriter participating in any disposition of Notes, Exchange Notes or Private Exchange Notes pursuant to such Shelf Registration Statement, all relevant financial and other records, pertinent corporate documents and properties of the Issuers and the Subsidiaries and (ii) use their reasonable best efforts to have its officers, directors, employees, accountants and counsel supply all relevant information reasonably requested by such representative, Special Counsel or any such underwriter (an "Inspector") in connection with such
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Shelf Registration Statement.

(r) In the case of a Shelf Registration Statement, the Issuers shall, if Notes, Exchange Notes and Private Exchange Notes being sold, their Special Counsel or the managing underwriters (if any) in connection with such Shelf Registration Statement, use their reasonable best efforts to cause (i) their counsel to deliver an opinion relating to the Shelf Registration Statement and the Notes, Exchange Notes or Private Exchange Notes, as applicable, in customary form, (ii) their officers to execute and deliver all customary documents and certificates requested by Holders of a majority in aggregate principal amount of the Notes, Exchange Notes and Private Exchange Notes being sold, their Special Counsel or the managing underwriters (if any) and (iii) their independent public accountants to provide a comfort letter or letters in customary form, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

5. Registration Expenses. The Issuers will bear all expenses
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incurred in connection with the performance of their obligations under Sections 1, 2, 3 and 4 and the Issuers will reimburse the Initial Purchaser and the Holders for the reasonable fees and disbursements of one firm of attorneys (in addition to any local counsel) chosen by the Holders of a majority in aggregate principal amount of the Notes, the Exchange Notes and the Private Exchange Notes to be sold pursuant to each Registration Statement (the "Special Counsel")
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acting for the Initial

Purchaser or Holders in connection therewith (other than reimbursement in connection with the Registered Exchange Offer).

6. Indemnification. (a) In the event of a Shelf Registration Statement or in connection with any prospectus delivery pursuant to an Exchange Offer Registration Statement by the Initial Purchaser or Exchanging Dealer, as applicable, the Issuers shall indemnify and hold harmless each Holder (including, without limitation, the Initial Purchaser or Exchanging Dealer), its affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls such Holder within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 6 and Section 7 as a Holder) from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, without limitation, any loss, claim, damage, liability or action relating to purchases and sales of Notes, Exchange Notes or Private Exchange Notes), to which that Holder may become subject, whether commenced or threatened, under the Securities Act, the Exchange Act, any other federal or state statutory law or regulation, at common law or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any such Registration Statement or any prospectus forming part thereof or in any amendment or supplement thereto or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and shall reimburse each Holder promptly upon demand for any legal or other expenses reasonably incurred by that Holder in connection with investigating or defending or preparing to defend against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Issuers shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with any Holders' Information; and provided, further, that with respect to any such untrue statement in or omission from any related preliminary prospectus, the indemnity agreement contained in this Section 6(a) shall not inure to the benefit of any Holder from whom the person asserting any such loss, claim, damage, liability or action received Notes, Exchange Notes or Private Exchange Notes to the extent that such loss, claim, damage, liability or action of or with respect to such Holder results from the fact that both (A) a copy of the final prospectus was not sent or given to such person at or prior to the written confirmation of the sale of such Notes, Exchange Notes or Private Exchange Notes to such person and (B) the untrue statement in or omission from the related preliminary prospectus was corrected in the final prospectus unless, in either case, such failure to deliver the final prospectus was a result of non-compliance by the Issuers with Section 4(d), 4(e), 4(f) or 4(g).

(b) In the event of a Shelf Registration Statement, each Holder shall indemnify and hold harmless the Issuers, their affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls the Issuers within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 6(b) and Section 7 as the Issuers), from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Issuers may become subject, whether commenced or threatened, under the Securities Act, the Exchange Act, any other federal or state statutory law or regulation, at common law or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any such Registration Statement or any prospectus forming part thereof or in any amendment or supplement thereto or (ii) the omission or alleged omission to state therein

a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with any Holders' Information furnished to the Issuers by such Holder, and shall reimburse the Issuers for any legal or other expenses reasonably incurred by the Issuers in connection with investigating or defending or preparing to defend against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that no such Holder
shall be liable for any indemnity claims hereunder in excess of the amount of net proceeds received by such Holder from the sale of Notes, Exchange Notes or Private Exchange Notes pursuant to such Shelf Registration Statement.

(c) Promptly after receipt by an indemnified party under this Section 6 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party pursuant to Section 6(a) or 6(b), notify the indemnifying party in writing of the claim or the commencement of that action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 6 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 6. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 6 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than the reasonable costs of investigation; provided, however, that an indemnified party shall have the right to employ its own counsel in any such action, but the fees, expenses and other charges of such counsel for the indemnified party will be at the expense of such indemnified party unless (1) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (2) the indemnified party has reasonably concluded (based upon advice of counsel to the indemnified party) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (3) a conflict or potential conflict exists (based upon advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party) or (4) the indemnifying party has not in fact employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, in each of which cases the reasonable fees, disbursements and other charges of counsel will be at the expense of the indemnifying party or parties. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements and other charges of more than one separate firm of attorneys (in addition to any local counsel) at any one time for all such indemnified party or parties. Each indemnified party, as a condition of the indemnity agreements contained in Sections 6(a) and 6(b), shall use all reasonable efforts to cooperate with the indemnifying party in the defense of any such action or claim. No indemnifying party shall be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with its

written consent or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

7. Contribution. If the indemnification provided for in Section 6 is unavailable or insufficient to hold harmless an indemnified party under Section 6(a) or 6(b), then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Issuers from the offering and sale of the Notes, on the one hand, and a Holder with respect to the sale by such Holder of Notes, Exchange Notes or Private Exchange Notes, on the other, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuers on the one hand and such Holder on the other with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Issuers on the one hand and a Holder on the other with respect to such offering and such sale shall be deemed to be in the same proportion as the total net proceeds from the offering of the Notes (before deducting expenses) received by or on behalf of the Issuers as set forth in the table on the cover of the Offering Memorandum, on the one hand, bear to the total proceeds received by such Holder with respect to its sale of Notes, Exchange Notes or Private Exchange Notes, on the other. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to the Issuers or information supplied by the Issuers on the one hand or to any Holders' Information supplied by such Holder on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 7 were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 7 shall be deemed to include, for purposes of this Section 7, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending or preparing to defend any such action or claim. Notwithstanding the provisions of this Section 7, an indemnifying party that is a Holder of Notes, Exchange Notes or Private Exchange Notes shall not be required to contribute any amount in excess of the amount by which the total price at which the Notes, Exchange Notes or Private Exchange Notes sold by such indemnifying party to any purchaser exceeds the amount of any damages which such indemnifying party has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

8. Rules 144 and 144A. The Issuers shall use their reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Issuers are not required to file such reports, it will, upon the written

request of any Holder of Transfer Restricted Securities, make publicly available other information so long as necessary to permit sales of such Holder's securities pursuant to Rules 144 and 144A. The Issuers covenant that they will take such further action as any Holder of Transfer Restricted Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Transfer Restricted Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including, without limitation, the requirements of Rule 144A(d)(4)). Upon the written request of any Holder of Transfer Restricted Securities, the Issuers shall deliver to such Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 8 shall be deemed to require the Issuers to register any of their securities pursuant to the Exchange Act.

9. Underwritten Registrations. If any of the Transfer Restricted Securities covered by any Shelf Registration Statement are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the Holders of a majority in aggregate principal amount of such Transfer Restricted Securities included in such offering, subject to the consent of the Issuers (which shall not be unreasonably withheld or delayed), and such Holders shall be responsible for all underwriting commissions and discounts in connection therewith.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

10. Miscellaneous. (a) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the Issuers have obtained the written consent of Holders of a majority in aggregate principal amount of the Notes, the Exchange Notes and the Private Exchange Notes, taken as a single class. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose Notes, Exchange Notes or Private Exchange Notes are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by Holders of a majority in aggregate principal amount of the Notes, the Exchange Notes and the Private Exchange Notes being sold by such Holders pursuant to such Registration Statement.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, telecopier or air courier guaranteeing next-day delivery:

(1) if to a Holder, at the most current address given by such Holder to the Issue in accordance with the provisions of this Section 10(b), which address initially is, with respect to each Holder, the address of such Holder maintained by the Registrar under the Indenture, with a copy in like manner to Chase Securities Inc.;

(2) if to the Initial Purchaser, initially at its address set forth in the Purchase Agreement; and

(3) if to the Issuers, initially at the address of the Issuers set forth in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; one business day after being delivered to a next-day air courier; five business days after being deposited in the mail; and when receipt is acknowledged by the recipient's telecopier machine, if sent by telecopier.

(c) Successors And Assigns. This Agreement shall be binding upon the Issuers and their successors and assigns.

(d) Counterparts. This Agreement may be executed in any number of counterparts (which may be delivered in original form or by telecopier) and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) Definition of Terms. For purposes of this Agreement, (a) the term "business day" means any day on which the New York Stock Exchange, Inc. is open for trading, (b) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act and (c) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(h) Remedies. In the event of a breach by the Issuers or by any Holder of any of their obligations under this Agreement, each Holder or the Issuers, as the case may be, in addition to being entitled to exercise all rights granted by law, including recovery of damages (other than the recovery of damages for a breach by the Issuers of their obligations under Sections 1 or 2 hereof for which liquidated damages have been paid pursuant to Section 3 hereof), will be entitled to specific performance of its rights under this Agreement. The Issuers and each Holder agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by them of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, they shall waive the defense that a remedy at law would be adequate.

(i) No Inconsistent Agreements. The Issuers represent, warrant and agree that (i) they have not entered into, shall not, on or after the date of this Agreement, enter into any agreement that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof, (ii) they have not previously entered into any agreement which remains in effect granting any registration rights with respect to any of their debt securities to any person and (iii) without limiting the generality of the foregoing, without the written consent of the Holders of a majority in aggregate principal amount of the then outstanding Transfer Restricted Notes, they shall not grant to any person the right to request the Issuers to register any debt securities of the Issuers under the Securities Act unless the rights so granted are not in conflict or inconsistent with the provisions of this Agreement.

(j) No Piggyback on Registrations. Neither the Issuers nor any of their security holders (other than the Holders of Transfer Restricted Securities in such capacity) shall have the right to include any securities of the Issuers in any Shelf Registration or Registered Exchange Offer other than Transfer Restricted Notes.

(k) Severability. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us a counterpart hereof, whereupon this instrument will become a binding agreement between the Issuers and the Initial Purchaser in accordance with its terms.

Very truly yours,

MEDIACOM LLC

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

MEDIACOM CAPITAL CORPORATION

By /s/ MARK E. STEPHAN

Name: Mark E. Stephan
Title: Chief Financial Officer

Accepted:

CHASE SECURITIES INC.

By /s/ JAMES P. CASEY

Authorized Signatory

Addresses for notices pursuant to Section 8(c):
1 Chase Plaza, 25th floor
New York, New York 10081
Attention: Legal Department

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Notes where such Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Issuers have agreed that, for a period of 180 days after the Expiration Date (as defined herein), they will make this Prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Each broker-dealer that receives Exchange Notes for its own account in exchange for Notes, where such Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. See "Plan of Distribution."

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Notes where such Notes were acquired as a result of market-making activities or other trading activities. The Issuers have agreed that, for a period of 180 days after the Expiration Date, they will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until _____, 199_, all dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

The Issuers will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the Registered Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the Registered Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date the Issuers will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Issuers have agreed to pay all expenses incident to the Registered Exchange Offer (including the expenses of one counsel for the Holders of the Notes) other than commissions or concessions of any broker-dealers and will indemnify the Holders of the Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

[_] CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:
Address:

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

[Form of Opinion of Cooperman Levitt Winikoff Lester & Newman, P.C.]

Cooperman Levitt Winikoff Lester & Newman, P.C. shall have furnished to the Initial Purchaser their written opinion, as counsel to the Issuers, addressed to the Initial Purchaser and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchaser, substantially to the effect set forth below:

(i) each of Mediacom and the Subsidiaries has been duly formed and is validly existing as a limited liability company in good standing under the laws of its respective jurisdiction of formation, has all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged (except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect) and perform its obligations under the Purchase Agreement, and is duly qualified to do business and is in good standing as a foreign limited liability company in the respective jurisdictions indicated on Exhibit A hereto. Based solely upon a certificate of an officer of Mediacom as to where each of Mediacom and the Subsidiaries presently owns or leases property or conducts business, we know of no other jurisdiction where the failure to be so qualified or be in good standing would, individually or in the aggregate, have a Material Adverse Effect; and Mediacom's only subsidiaries are Mediacom Capital and the Subsidiaries;

(ii) Mediacom Capital has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of New York, has the power and authority necessary to own or hold its properties and to conduct the business in which it is engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect, and perform its obligations under the Purchase Agreement, and is duly qualified to do business and is in good standing as a foreign corporation in the respective jurisdictions indicated on Exhibit B hereto. Based solely upon a certificate of an officer of Mediacom Capital as to where Mediacom Capital presently owns or leases property or conducts business, we know of no other jurisdiction where the failure to be so qualified or be in good standing would, individually or in the aggregate, have a Material Adverse Effect; and Mediacom Capital has no subsidiaries;

(iii) the Issuers and the Subsidiaries have an authorized capitalization as set forth in the Offering Memorandum under the "Pro Forma" column below the caption "Capitalization," and all of the limited liability membership interests of Mediacom have been duly and validly authorized and issued and are fully paid and non-assessable and, to such counsel's knowledge, were not issued in violation of any preemptive or similar rights; the limited liability membership interests of Mediacom conform in all material respects to the description thereof contained in the Offering Memorandum; except as described in the Offering Memorandum, all of the limited liability membership interests in Mediacom California, Mediacom Southeast, Mediacom Arizona and Mediacom Delaware have been duly and validly authorized and issued, are fully paid and non-assessable and, to such counsel's knowledge, are owned directly or indirectly by Mediacom, free and clear of any

lien, charge, encumbrance, security interest, restriction upon voting or transfer or any other claim of any third party; and all of the outstanding shares of capital stock of Mediacom Capital have been duly and validly authorized and issued, are fully paid and non-assessable and, to such counsel's knowledge, are owned directly or indirectly by Mediacom, free and clear of any lien, charge, encumbrance, security interest, restriction upon voting or transfer or any other claim of any third party;

(iv) the statements in the Prospectus under the heading "Tax Considerations," to the extent that they constitute summaries of matters of law or regulation or legal conclusions, have been reviewed by such counsel and fairly present the matters described therein in all material respects;

(v) the Indenture conforms in all material respects with the requirements of the Trust Indenture Act and the rules and regulations of the Commission applicable to an indenture which is qualified thereunder;

(vi) each of the Issuers has all requisite limited liability company or corporate, as the case may be, power and authority to execute and deliver each of the Transaction Documents and to perform its obligations thereunder; and all requisite limited liability company or corporate, as the case may be, action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby have been duly and validly taken;

(vii) each of the Purchase Agreement and the Registration Rights Agreement has been duly authorized, executed and delivered by the Issuers; and the Registration Rights Agreement, assuming due authorization, execution and delivery by the Initial Purchaser, constitutes a valid and legally binding agreement of the Issuers enforceable against the Issuers in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law) and except to the extent that the indemnification and contribution provisions thereof may be limited by applicable law and public policy considerations;

(viii) the Indenture has been duly authorized, executed and delivered by the Issuers and, assuming due authorization, execution and delivery thereof by the Trustee, constitutes a valid and legally binding agreement of the Issuers enforceable against the Issuers in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law), and such counsel expresses no opinion as to the enforceability of the waiver as to usury, extension or stay laws;

(ix) the Notes have been duly authorized and issued by the Issuers and, assuming due authentication thereof by the Trustee and upon payment and delivery in accordance with the Purchase Agreement and the Indenture, will constitute valid and legally binding

obligations of the Issuers entitled to the benefits of the Indenture and enforceable against the Issuers in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law), and such counsel expresses no opinion as to the enforceability of the waiver as to usury, extension or stay laws;

(x) each Transaction Document, the Operating Agreement, the Management Agreements, the agreements comprising the Subsidiary Credit Facilities and the Seller Note conform in all material respects to the descriptions thereof contained in the Offering Memorandum;

(xi) the execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default or Repayment Event under, or result in the creation or imposition of any lien, charge or other encumbrance upon any property or assets of the Issuers or the Subsidiaries pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument known to such counsel to which the Issuers or the Subsidiaries is a party or by which the Issuers or the Subsidiaries is bound or to which any of the property or assets of the Issuers or the Subsidiaries is subject, nor will such actions result in any violation of the provisions of the charter, memorandum of association, by-laws, operating agreement, certificate of formation, articles of organization or limited liability company agreement, as applicable, of the Issuers or the Subsidiaries or (assuming compliance with all applicable state securities or Blue Sky laws and assuming the accuracy of the representations and warranties of the Initial Purchaser in Section 2 of the Purchase Agreement) any statute or any judgment, order, decree, rule or regulation known to such counsel of any court or arbitrator or governmental agency or body having jurisdiction over the Issuers or the Subsidiaries or any of their properties or assets except for any such conflict, default, encumbrance or violation which would not, individually or in the aggregate, have a Material Adverse Effect; and, to such counsel's knowledge, no consent, approval, authorization or order of any such court or arbitrator or governmental agency or body under any such statute, judgment, order, decree, rule or regulation is required for the execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes, the Private Exchange Notes and the Exchange Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for such consents, approvals or authorizations (i) which have been obtained or made prior to the Closing Date, (ii) as may be required under state securities laws in connection with the purchase and resale of the Notes by the Initial Purchaser, and (iii) as may be required to be obtained or made under the Securities Act and applicable state securities laws as provided in the Registration Rights Agreement;

(xii) to the best knowledge of such counsel, there are no pending actions or suits or judicial, arbitral, rule-making, administrative or other proceedings to which the Issuers or the Subsidiaries is a party or of which any property or assets of the Issuers or the Subsidiaries is the subject which (A) singularly or in the aggregate, if determined adversely to the Issuers or the Subsidiaries, could reasonably be expected to have a Material Adverse Effect or (B) could reasonably be expected to interfere with or adversely affect the issuance of the Notes, the Private Exchange Notes or the Exchange Notes or in any manner questions the validity or enforceability of any of the Transaction Documents or any action taken or to be taken pursuant thereto; and to the best knowledge of such counsel, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(xiii) to the best knowledge of such counsel, none of the Issuers or the Subsidiaries is (A) in violation of its charter, by-laws, memorandum of association, certificate of formation, articles of organization, operating agreement or limited liability company agreement, as applicable, (B) in default, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which it is a party or by which it is bound or to which any of its property or assets is subject, except for any such default or event which would not, individually or in the aggregate, have a Material Adverse Effect or (C) in violation in any material respect of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject, except for any such violation which would not, individually or in the aggregate, have a Material Adverse Effect;

(xiv) none of the Issuers or the Subsidiaries is (A) an "investment company" or a company "controlled by" an investment company within the meaning of the Investment Company Act and the rules and regulations of the Commission thereunder, without taking account of any exemption under the Investment Company Act arising out of the number of holders of the Company's securities or (B) a "holding company" or a "subsidiary company" of a holding company or an "affiliate" thereof within the meaning of the Public Utility Holding Company Act of 1935, as amended;

(xv) neither the consummation of the transactions contemplated by this Agreement nor the sale, issuance, execution or delivery of the Notes will violate Regulations T, U or X of the Federal Reserve Board; and

(xvi) assuming the accuracy of the representations, warranties and agreements of the Issuers and of the Initial Purchaser contained in the Purchase Agreement and their compliance with the agreements set forth therein, no registration of the Notes under the Securities Act or (prior to the commencement of the Registered Exchange Offer or the effectiveness of a Shelf Registration Statement) qualification of the Indenture under the Trust Indenture Act is required in connection with the issuance and sale of the Notes by the Issuers and the initial offer, resale and delivery of the Notes by the Initial Purchaser in the manner contemplated by the Purchase Agreement and the Offering Memorandum.

Such counsel shall also state that they have participated in conferences with representatives of the Issuers, representatives of its independent accountants and counsel and representatives of the Initial Purchaser at which conferences the contents of the Offering Memorandum and related matters were discussed and, although such counsel has not independently checked or verified and are not passing upon or assuming responsibility for the accuracy, completeness or fairness of the statements contained in the Offering Memorandum (except as expressly provided in paragraphs (iv) and (x) above), on the basis of the foregoing, nothing has come to the attention of such counsel to cause such counsel to believe that the Offering Memorandum (other than the financial statements and related notes thereto and other financial information contained therein, as to which such counsel need express no belief), as of the date thereof and as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may rely as to matters of fact, to the extent such counsel deems proper, on certificates of responsible officers of the Issuers and public officials which are furnished to the Initial Purchaser. Such counsel may also state that in rendering such opinion, such counsel expresses no opinion as to the Cable Acts, Section 111 of the Copyright of 1976, as amended, or the published orders, rules and regulations of the FCC or the U.S. Copyright Office.

[Form of Opinion of Fleischman & Walsh L.L.P.]

Fleischman & Walsh L.L.P. shall have furnished to the Initial Purchaser their written opinion, as special regulatory counsel to the Issuers, addressed to the Initial Purchaser and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchaser, substantially to the effect set forth below.

(i) The communities listed in Attachment 1 to such counsel's opinion have been registered with the FCC in connection with the operation of the Systems. The filing of a registration statement constitutes initial FCC authorization for the commencement of cable television operations in the community registered.

(ii) The Subsidiaries hold certain FCC licenses, as that term is defined below ("FCC Licenses"). All FCC Licenses and receive-only earth station registrations held by the Subsidiaries in connection with the operation of the Systems are listed on such Attachment 1. To the best of such counsel's knowledge, all such FCC Licenses have been validly issued or assigned to the present licensee and are currently in full force and effect. Such counsel has no knowledge of any event which would allow, or after notice or lapse of time which would allow, revocation or termination of any FCC License held by the Subsidiaries or would result in any other material impairment of the rights of the holder of such license. To the best of such counsel's knowledge, no other FCC Licenses are required in connection with the operation of the Systems by the Subsidiaries in the manner such counsel has been advised they are presently being operated. For the purposes of such counsel's opinion, an "FCC License" is defined as an authorization, or renewal thereof, issued by the FCC authorizing the transmission of radio energy through the airwaves.

(iii) Other than proceedings affecting the cable television industry generally, there is no action, suit or proceeding pending before or, to the best of such counsel's knowledge, threatened by the FCC which is reasonably likely to have a Material Adverse Effect.

(iv) The Subsidiaries hold all authorizations and/or have filed all notifications required by the FCC in connection with their operation on all frequencies in the 108-137 MHz and 225-550 MHz bands which such counsel has been advised are currently being utilized on the Systems. The geographic and technical parameters with respect to the authorized use of these frequencies are listed on such Attachment 1.

(v) The execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not conflict with or result in a breach or violation of any of the terms or provisions of any of the Cable Acts or Section 111 of the Copyright Act of 1976, as amended (the "Copyright Act") or any judgment, order, decree,

rule or regulation of the FCC or the U.S. Copyright Office, except for conflicts, breaches and violations which individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

(vi) No consent, approval, authorization or order of, or filing or registration with the FCC or the U.S. Copyright Office under any of the Cable Acts or Section 111 of the Copyright Act, or the published orders, rules and regulations of the FCC or the U.S. Copyright Office is required for the execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents.

(vii) The statements in the Prospectus under the captions "Risk Factors--Non-Exclusive Franchises; Non-Renewal or Termination of Franchises," "Risk Factors--Regulation in the Cable Television Industry," "Business--Competition" and "Legislation and Regulation," and in the Offering Memorandum under the caption "Risk Factors--Recent Developments Relating to Competition in the Cable Television Industry," insofar as such statements summarize applicable provisions of the Cable Acts and the published orders, rules and regulations of the FCC, are accurate summaries in all material respects of the provisions purported to be summarized under such captions in the Prospectus; and the FCC statutes and regulations summarized under such captions are the FCC statutes and regulations that are material to the business of the Issuers and the Subsidiaries as described in the Offering Memorandum.

(viii) In the course of such counsel's representation of the Issuers and the Subsidiaries, no matters have come to such counsel's attention, other than matters affecting the cable television industry generally, which would reasonably be expected to have a Material Adverse Effect.

In rendering such opinion, such counsel may state that such opinion is limited to such counsel's review of the Cable Acts, Section 111 of the Copyright Act and the published orders, rules and regulations of the FCC and the U.S. Copyright Office.

[Form of Opinion of Dow, Lohnes & Albertson, PLLC]

Dow, Lohnes & Albertson, PLLC shall have furnished to the Initial Purchaser their written opinion, as special regulatory counsel to the Initial Purchaser, addressed to the Initial Purchaser and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchaser, substantially to the effect set forth below.

(i) The execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not conflict with or result in a breach or violation of any of the terms or provisions of any of the Cable Acts, or any judgment, order, decree, rule or regulation of the FCC, except for conflicts, breaches and violations which individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

(ii) No consent, approval, authorization, order, license, registration or qualification of or with the FCC is required under the Cable Acts or the published orders, rules and regulations of the FCC is required for the execution, delivery and performance by the Issuers of each of the Transaction Documents, the issuance, authentication, sale and delivery of the Notes and compliance by the Issuers with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents except such consents, approvals, authorizations, orders, licenses, registrations or qualifications (i) as have been obtained and are in full force and effect under the Communications Act, the Cable Acts or any order, rule or regulation of the FCC or (ii) that may be required in the future due to the operations or actions of the Company, the Company's cable television systems or affiliated parties.

(iii) The statements in the Prospectus under the captions "Risk Factors--Non-Exclusive Franchises; Non-Renewal or Termination of Franchises," "Risk Factors--Regulation in the Cable Television Industry," "Business--Competition" and "Legislation and Regulation," and in the Offering Memorandum under the caption "Risk Factors--Recent Developments Relating to Competition in the Cable Television Industry," insofar as such statements summarize applicable provisions of the Cable Acts and the published orders, rules and regulations of the FCC, are accurate summaries in all material respects of the provisions purported to be summarized under such captions in the Prospectus and the Offering Memorandum; and the FCC statutes and regulations summarized under such captions are the FCC statutes and regulations that are material to the business of the Issuers and the Subsidiaries as described in the Offering Memorandum.

In rendering such opinion, such counsel may state that such opinion is limited to such counsel's review of the Cable Acts and the published orders, rules and regulations of the FCC.

Exhibit 10.5(d)

[EXECUTION COUNTERPART]

AMENDMENT NO. 3 TO
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

AMENDMENT NO. 3 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of July 1, 1998, between MEDIACOM CALIFORNIA LLC, a Delaware limited liability company ("Mediacom California"); MEDIACOM DELAWARE LLC, a Delaware limited liability company ("Mediacom Delaware"); MEDIACOM ARIZONA LLC, a Delaware limited liability company ("Mediacom Arizona" and, together with Mediacom California and Mediacom Delaware, the "Borrowers"); each of the lenders that is a signatory hereto identified under the caption "LENDERS" on the signature pages hereto (each, individually, a "Lender" and, collectively, the "Lenders"); THE CHASE MANHATTAN BANK, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"); and FIRST UNION NATIONAL BANK, as documentation agent (in such capacity, the "Documentation Agent").

The Borrowers, the Lenders, the Administrative Agent and the Documentation Agent are party to a Second Amended and Restated Credit Agreement dated as of June 24, 1997 (as heretofore modified and supplemented and in effect on the date hereof, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for loans in an aggregate principal amount up to but not exceeding $100,000,000. The Borrowers, the Lenders, the Administrative Agent and the Documentation Agent wish to amend the Credit Agreement in certain respects, and accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment No. 3, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Upon execution and delivery of this Amendment No. 3 by the Borrowers and Majority Lenders, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. 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. Section 1.01 of the Credit Agreement shall be amended by adding the following new definition and inserting the same in the appropriate alphabetical location:

"Clearlake Acquisition" shall mean the acquisition by Mediacom California of substantially all of the assets of the cable television systems of Jones Cable Fund 1 - B\C

Joint Venture located in Lake County, California pursuant to an Asset Purchase Agreement dated as of September 17, 1997 between Jones Cable Fund 1 - B\C Joint Venture and Mediacom California.

2.03. Section 8.09(d) of the Credit Agreement is hereby amended deleting clause (iii) thereof, inserting the word "and" at the end of clause (i) thereof and replacing "; and" at the end of clause (ii) thereof with a period.

2.04. Section 8.12 of the Credit Agreement is hereby amended to read in its entirety as follows:

"8.12 Capital Expenditures. The Borrowers will not permit the aggregate amount of Capital Expenditures to exceed (i) $19,500,000 for the period from and including the Effective Date through December 31, 1998, (ii) $6,000,000 for the fiscal year ending on December 31, 1999 and (iii) $4,500,000 for each fiscal year commencing after December 31, 1999. If the aggregate amount of Capital Expenditures shall be less than $19,500,000 for the period from and including the Effective Date through December 31, 1998, then the shortfall shall be added to the amount of Capital Expenditures permitted for the fiscal year ending on December 31, 1999 so long as the upgrades and rebuilds with respect to the Spring 1997 Acquisitions and the Clearlake Acquisition have not yet been completed."

Section 3. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 3 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. 3 by signing any such counterpart. This Amendment No. 3 shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed and delivered as of the day and year first above written.

MEDIACOM CALIFORNIA LLC

By

Title:

MEDIACOM DELAWARE LLC

By

Title:

MEDIACOM ARIZONA LLC

By

Title:

LENDERS

THE CHASE MANHATTAN BANK

By

Title:

FIRST UNION NATIONAL BANK

By

Title:

BANK OF MONTREAL

By

Title:

CIBC INC.

By

Title:

THE FIRST NATIONAL BANK OF CHICAGO

By

Title:

MELLON BANK, N.A.

By

Title:

ADMINISTRATIVE AGENT

THE CHASE MANHATTAN BANK, as
Administrative Agent

By

Title:

DOCUMENTATION AGENT

FIRST UNION NATIONAL BANK, as
Documentation Agent

By

Title:

Exhibit 10.5(e)

[Execution Copy]

AMENDMENT NO. 4 TO
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

AMENDMENT NO. 4 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of January 26, 1999, between MEDIACOM CALIFORNIA LLC, a Delaware limited liability company ("Mediacom California"); MEDIACOM DELAWARE LLC, a Delaware limited liability company ("Mediacom Delaware"); MEDIACOM ARIZONA LLC, a Delaware limited liability company ("Mediacom Arizona" and, together with Mediacom California and Mediacom Delaware, the "Borrowers"); each of the lenders that is a signatory hereto identified under the caption "LENDERS" on the signature pages hereto (each, individually, a "Lender" and, collectively, the "Lenders") and The Chase Manhattan Bank, as Administrative Agent (the "Administrative Agent").

The Borrowers, the Lenders, the Administrative Agent and First Union National Bank, as Documentation Agent, are party to a Second Amended and Restated Credit Agreement dated as of June 24, 1997 (as heretofore modified and supplemented and in effect on the date hereof, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for loans in an aggregate principal amount up to but not exceeding $100,000,000. The Borrowers wish to increase the Revolving Credit Commitments under the Credit Agreement from $69,700,000 to $99,400,000 concurrently with a prepayment of the Term A Loans in an amount equal to such increase and to amend the Credit Agreement in certain other respects. The Lenders and the Administrative Agent are willing to so agree and, accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment No. 4, 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 5 below, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. 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. Section 1.01 of the Credit Agreement shall be amended by adding the following new definitions (to the extent not already included in said Section 1.01) and inserting

the same in the appropriate alphabetical locations and amending in their entirety the following definitions (to the extent already included in said Section 1.01), as follows:

"Amendment No. 4" shall mean Amendment No. 4 hereto dated as of January 26, 1999 between the Borrowers, the Lenders, the Administrative Agent and the Documentation Agent.

"Amendment No. 4 Effective Date" shall mean the date upon which the amendments provided for in Section 2 of Amendment No. 4 hereto shall become effective.

"Revolving Credit Commitment" shall mean, as to each Revolving Credit Lender, the obligation of such Lender to make Revolving Credit Loans in an aggregate principal amount at any one time outstanding up to but not exceeding the amount set forth opposite the name of such Lender on Schedule 1 to Amendment No. 4 or, in the case of a Person that becomes a Revolving Credit Lender pursuant to an assignment permitted under Section 11.06(b) hereof, as specified in the respective instrument of assignment pursuant to which such assignment is effected (as the same may be reduced from time to time pursuant to Section 2.03 or 2.09 hereof, or increased or reduced in connection with any assignment pursuant to Section 11.06(b) hereof). The original aggregate principal amount of the Revolving Credit Commitments (after giving effect to Amendment No. 4) is $99,400,000.

2.03. Section 2.01 of the Credit Agreement is hereby amended by inserting a new paragraph (f) at the end thereof to read as follows:

"(f) Amendment No. 4 Effective Date. On the Amendment No. 4 Effective Date, all of the outstanding Term A Loans shall be prepaid be in full by the Borrowers as provided in Section 5(ii) of Amendment No. 4 hereto. Following such prepayment, all references in this Agreement to "Term A Loans", "Term A Lenders" and the like shall be deemed to be inoperative."

2.04. The schedule set forth in Section 2.03(a) of the Credit Agreement is hereby amended in its entirety to read as follows:

(A) Revolving Credit Commitment Reduction Date Falling on or Nearest to:	(B) Revolving Credit Commitments Reduced by the Following Amounts:	(C) Revolving Credit Commitment Reduced to the Following Amounts:
March 31, 1999	$1,600,000	$97,800,000

June 30, 1999	$1,600,000	$96,000,000
September 30, 1999	$1,600,000	$94,600,000
December 31, 1999	$1,600,000	$93,000,000
March 31, 2000	$2,275,000	$90,725,000
June 30, 2000	$2,275,000	$88,450,000
September 30, 2000	$2,275,000	$86,175,000
December 31, 2000	$2,275,000	$83,900,000
March 31, 2001	$2,950,000	$80,950,000
June 30, 2001	$2,950,000	$78,000,000
September 30, 2001	$2,950,000	$75,050,000
December 31, 2001	$2,950,000	$72,100,000
March 31, 2002	$3,400,000	$68,700,000
June 30, 2002	$3,400,000	$65,300,000
September 30, 2002	$3,400,000	$61,900,000
December 31, 2002	$3,400,000	$58,500,000
March 31, 2003	$3,850,000	$54,650,000
June 30, 2003	$3,850,000	$50,800,000
September 30, 2003	$3,850,000	$46,950,000
December 31, 2003	$3,850,000	$43,100,000
March 31, 2004	$4,525,000	$38,575,000
June 30, 2004	$4,525,000	$34,050,000
September 30, 2004	$4,525,000	$29,525,000
December 31, 2004	$4,525,000	$25,000,000
March 31, 2005	$7,850,000	$17,150,000
June 30, 2005	$7,850,000	$ 9,300,000
September 30, 2005	$9,300,000	$ 0

2.05. Section 8.09(d)(ii) of the Credit Agreement shall be amended in its entirety to read as follows:

"(ii) after giving effect to such payment during any fiscal quarter (the "current fiscal quarter"), and to the making of any Capital Expenditures pursuant to the last paragraph of Section 8.12 hereof during the current fiscal quarter, the Borrowers would (as at the last day of the most recent fiscal quarter immediately prior to the current fiscal quarter) have been in compliance on a pro forma basis with Section 8.10 hereof and the Senior Leverage Ratio calculated on a pro forma basis is at the time less than 5.50 to 1

(or, if lower, the applicable requirement at the time under Section 8.10(a) hereof), the determination of such compliance and such Senior Leverage Ratio to be determined as if (x) for purposes of calculating the Senior Leverage Ratio and the Total Leverage Ratio, the amount of such payment, together with the amount of any such Capital Expenditures, were added to Indebtedness, and (y) for purposes of calculating the Interest Coverage Ratio and Fixed Charge Coverage Ratio, the amount of such payment (and any Cure Monies received during the period for which the Interest Coverage Ratio or Fixed Charge Coverage Ratio is calculated), together with the amount of any such Capital Expenditures, represented additional principal of the Loans outstanding hereunder at all times during the respective fiscal quarter for which such Ratios are calculated and the amount of interest that would have been payable hereunder during such fiscal quarter were recalculated to take into account such additional principal; and"

2.06. Section 8.12 of the Credit Agreement shall be amended by adding a new paragraph at the end thereof to read as follows:

"In addition to the Capital Expenditures permitted under the preceding paragraph, the Borrowers and their Subsidiaries may make additional Capital Expenditures during any fiscal quarter in such amounts as would be permitted under Section 8.09(d)(ii) (in the case of a payment of principal of Affiliate Subordinated Indebtedness, as if such Capital Expenditure constituted a payment in respect of Supplemental Capital thereunder)."

2.07. Section 8.13 of the Credit Agreement shall be amended in its entirety to read as follows:

"8.13 Interest Rate Protection Agreements. The Borrowers will within 90 days of the Effective Date, enter into, and thereafter maintain in full force and effect, one or more Interest Rate Protection Agreements with one or more of the Lenders or their affiliates (and/or with a bank or other financial institution having capital, surplus and undivided profits of at least $500,000,000), that effectively enables the Borrowers (in a manner satisfactory to the Majority Lenders) to protect themselves, in a manner and on terms reasonably satisfactory to the Majority Lenders, against adverse fluctuations in the three-month London interbank offered rates as to a notional principal amount which, together with that portion of the aggregate outstanding principal amount of Indebtedness of the Borrowers bearing a fixed rate of interest, shall in the aggregate be at least equal to 50% of the aggregate outstanding principal amount of the Indebtedness (including Affiliate Subordinated Indebtedness) of the Borrowers."

Section 3. Consent. Subject to the satisfaction of the conditions precedent specified in Section 5 below, but effective as of the date hereof, the Lenders hereby consent to the amendment of the instruments and other documents evidencing or relating to Affiliate

Subordinated Indebtedness to permit the rate of interest payable in respect thereof to be equal to a rate of interest payable by Mediacom on its 8-1/2% Senior Notes due 2008.

Section 4. Representations and Warranties. Each Borrower represents and warrants to the Lenders that the representations and warranties set forth in Section 7 of the Credit Agreement are true and complete on the date hereof as if made on and as of the date hereof and as if each reference in said Section 7 to "this Agreement" and "the Notes" included reference to this Amendment No. 4 and to the New Notes (as defined herein below).

Section 5. Conditions Precedent. The effectiveness of the amendments set forth in Section 2 above, and the consent set forth in Section 3 above, is subject to: (i) the condition that this Amendment No. 4 shall have been executed and delivered by each Borrower, each Lender and the Administrative Agent (and that the Parent Guarantors shall have executed and delivered their confirmation and consent provided for on the signature pages hereto), in each case on or before February 15, 1999, (ii) the prepayment, in accordance with the provisions of Section 2.08 of the Credit Agreement, of Term A Loans in an aggregate amount of $29,700,000 (which amount is the aggregate principal amount of Term A Loans outstanding on the date hereof) together with the payment of all interest accrued thereon in accordance with the provisions of Section 3.02 of the Credit Agreement (and any amounts that may be payable under Section 5.05 of the Credit Agreement in connection therewith), which prepayment may be made from any source, including from the increase in Revolving Credit Commitments contemplated hereby, and (iii) the receipt by the Administrative Agent of the following documents, each of which shall be satisfactory to the Administrative Agent (and to the extent specified below, to each Lender) in form and substance:

(a) New Notes. A new promissory note for each Revolving Credit Lender, delivered by the Borrowers in exchange for the Revolving Credit Note heretofore delivered to such Revolving Credit Lender, in substantially the form of Exhibit A-1 to the Credit Agreement, dated the date of the Revolving Credit Note being exchanged, payable to such Revolving Credit Lender in a principal amount equal to its Revolving Credit Commitment (as increased hereby) and otherwise duly completed. Each such promissory note (a "New Note") shall constitute a "Revolving Credit Note" under the Credit Agreement as amended hereby.

(b) Organizational Matters. The Administrative Agent shall have received such documents and certificates as the Administrative Agent or as Milbank, Tweed, Hadley & McCloy, special New York counsel to Chase, may reasonably request relating to the organization, existence and good standing of each Credit Party and the authorization of this Amendment No. 4, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(c) Opinion of Counsel to the Obligors. The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Amendment No. 4 Effective Date) of Cooperman, Levitt, Winnikoff, Lester & Newman, P.C., counsel to the Obligors, substantially in the form of Exhibit A, and covering such other matters relating to the Obligors, this Agreement or the other Loan Documents as the Administrative Agent or any Lender shall reasonably request (and each Obligor hereby requests such counsel to deliver such opinion).

(d) Opinion of Special Counsel. The Administrative Agent shall have received a favorable written legal opinion (addressed to the Administrative Agent and the Lenders and dated the Amendment No. 4 Effective Date) of Milbank, Tweed, Hadley & McCloy, special New York counsel to Chase, substantially in the form of Exhibit B (and the Administrative Agent hereby requests Special Counsel to deliver such opinion).

(e) Other Documents. Such other documents as either the Administrative Agent or any Lender or Special Counsel may reasonably request.

Section 6. Confirmation of Security. Each Borrower hereby confirms that the obligations of such Borrower under the Credit Agreement as amended by this Amendment No. 4 shall be entitled to the benefits of the collateral security provided for pursuant to the Security Agreement.

Section 7. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 4 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. 4 by signing any such counterpart. This Amendment No. 4 shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly executed and delivered as of the day and year first above written.

MEDIACOM CALIFORNIA LLC

By
Title:

MEDIACOM DELAWARE LLC

By
Title:

MEDIACOM ARIZONA LLC

By
Title:

LENDERS

THE CHASE MANHATTAN BANK,
individually and as Administrative Agent

By
Title:

FIRST UNION NATIONAL BANK

By
Title:

BANK OF MONTREAL

By
Title:

CIBC INC.

By
Title:

THE FIRST NATIONAL BANK
OF CHICAGO

By
Title:

MELLON BANK, N.A.

By
Title:

By their signatures below, each of the undersigned Parent Guarantors under the above-referenced Credit Agreement hereby consents to the foregoing Amendment No. 4 and confirms that the obligations of the Borrowers under said Credit Agreement as amended by said Amendment No. 4 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.

MEDIACOM LLC

By_____
Rocco B. Commisso, as
Manager

MEDIACOM MANAGEMENT CORPORATION

By_____
Title:

SCHEDULE 1
to Amendment No. 4

Revolving Credit Commitments

Lender	Revolving Credit Commitment
The Chase Manhattan Bank	$19,880,000.00
First Union National Bank	$19,880,000.00
Bank of Montreal	$14,910,000.00
CIBC Inc.	$14,910,000.00
The First National Bank of Chicago	$14,910,000.00
Mellon Bank, N.A.	$14,910,000.00
TOTAL	$99,400,000.00

Amendment No. 4 to Credit Agreement

EXHIBIT A

[Form of Opinion of Counsel to the Obligors]

_____, 1999

To the Lenders party to Amendment
No. 4 to the Credit Agreement referred to
below and The Chase Manhattan
Bank, as Administrative Agent

Ladies and Gentlemen:

We have acted as counsel to Mediacom California LLC ("Mediacom California"), Mediacom Delaware LLC ("Mediacom Delaware"), Mediacom Arizona LLC ("Mediacom Arizona" and, together with Mediacom California and Mediacom Delaware, the "Borrowers") Mediacom LLC ("Mediacom") and Mediacom Management Corporation (the "Manager", and collectively, together with Mediacom, the "Parent Guarantors") in connection with (i) the Second Amended and Restated Credit Agreement (the "Credit Agreement") dated as of June 24, 1997, between the Borrowers, the lenders party thereto, The Chase Manhattan Bank, as Administrative Agent, and First Union National Bank, as Documentation Agent, providing for loans to be made by said lenders to the Borrowers in an aggregate principal amount not exceeding $100,000,000, (ii) Amendment No. 4 thereto dated as of January 26, 1999 ("Amendment No. 4") and (iii) the various other agreements, instruments and other documents referred to in the next following paragraph. Terms defined in Amendment No. 4 (including terms incorporated by reference into Amendment No. 4) are used herein as defined therein; in addition, the Credit Agreement as amended by Amendment No. 4 is referred to herein as the "Amended Credit Agreement". This opinion letter is being delivered pursuant to Section 5(iii)(c) of Amendment No. 4.

In rendering the opinions expressed below, we have examined the following agreements, instruments and other documents:

(a) the Credit Agreement;

(b) Amendment No. 4;

(c) the New Notes being executed and delivered to the Lenders on the date hereof (collectively, the "New Notes");

(d) the Confirmation and Consent of the Parent Guarantors appended to Amendment No. 4 (the "Confirmation and Consent"); and

(e) such records of the Borrowers and such other documents as we have deemed necessary as a basis for the opinions expressed below.

Amendment No. 4, the Amended Credit Agreement, the New Notes and the Confirmation and Consent are collectively referred to as the "Credit Documents"; the Borrowers, Mediacom and the Manager are herein collectively referred to as the "Relevant Parties".

We have also examined originals, or copies certified to our satisfaction, of such corporate records, certificates of public officials of pertinent states, certificates of corporate officers of the Relevant Parties and such other instruments or documents as we have deemed necessary as a basis for the opinions hereinafter set forth. As to questions of fact, we have, to the extent that such facts were not independently established by us, relied upon such certificates and we have assumed that any such certificates or other evidence which was given or dated earlier than the date of this letter has remained accurate, as far as relevant to the opinions contained herein, from such earlier date through and including the date of this letter. In rendering the opinions hereinafter set forth as to factual matters, we have also relied upon, and assumed the accuracy of, the representations and warranties made in the Credit Documents by the Relevant Parties. Whenever any statement herein is qualified by our knowledge, it is intended to indicate that, during the course of our representation of the Relevant Parties no information that would give us actual knowledge of the inaccuracy of such statement has come to the attention of the attorneys presently in this firm and who are actively engaged in the representation of the Relevant Parties.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies.

In rendering the opinions expressed below, we have assumed, with respect to all of the documents referred to in this opinion letter, that (except, to the extent set forth in the opinions expressed below, as to the Relevant Parties):

(i) such documents have been duly authorized by, have been duly executed and delivered by, and constitute legal, valid, binding and enforceable obligations of, all of the parties to such documents;

(ii) all signatories to such documents have been duly authorized; and

(iii) all of the parties to such documents are duly organized and validly existing and have the power and authority (corporate, limited liability company, partnership or other) to execute, deliver and perform such documents.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that:

1. Each Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Mediacom is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York. The Manager is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware.

2. Each Relevant Party has all requisite power to execute and deliver Amendment No. 4 and the New Notes, and to perform its obligations under, the Credit Documents to which it is a party. Each Borrower has all requisite power to borrow under the Amended Credit Agreement.

3. The execution, delivery and performance by each Relevant Party of each Credit Document to which it is a party, and the borrowings by each Borrower under the Amended Credit Agreement, have been duly authorized by all necessary corporate or other action (as the case may be) on the part of such Relevant Party.

4. Amendment No. 4, the New Notes and the Confirmation and Consent have each been duly executed and delivered by each Relevant Party party thereto.

5. Each of the Credit Documents constitutes the legal, valid and binding obligation of each Relevant Party party thereto, enforceable against such Relevant Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of the Credit Documents is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of materiality, reasonableness, good faith and fair dealing.

6. No authorization, approval or consent of, and no filing or registration with, any governmental or regulatory authority or agency of the United States of America or the State of New York is required on the part of any Relevant Party for the execution and

delivery of Amendment No. 4 or performance by any Relevant Party of the Amended Credit Agreement or for the borrowings by each of the Borrowers under the Amended Credit Agreement.

7. The execution and delivery by each Relevant Party of Amendment No. 4, and the consummation by each Relevant Party of the transactions contemplated by the Amended Credit Agreement do not and will not (a) violate any provision of the limited liability company agreement, articles of organization, certificate of formation or the charter or by-laws or other organizational instrument of any Relevant Party, (b) violate any applicable law, rule or regulation, (c) violate any order, writ, injunction or decree of any court or governmental authority or agency or any arbitral award applicable to the Relevant Parties of which we have knowledge (after due inquiry) or (d) result in a breach of, constitute a default under, require any consent under, or result in the acceleration or required prepayment of any indebtedness pursuant to the terms of, any agreement or instrument of which we have knowledge to which any Relevant Party is a party or by which any of them is bound or to which any of them is subject, or (except for the Liens created pursuant to the Security Documents) result in the creation or imposition of any Lien upon any Property of any Relevant Party pursuant to, the terms of any such agreement or instrument.

The foregoing opinions are subject to the following comments and qualifications:

(A) The enforceability of Section 11.03 of the Amended Credit Agreement may be limited by (i) laws rendering unenforceable indemnification contrary to Federal or state securities laws and the public policy underlying such laws and (ii) laws limiting the enforceability of provisions exculpating or exempting a party, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct.

(B) The enforceability of provisions in the Credit Documents to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

(C) We express no opinion as to (i) the effect of the laws of any jurisdiction in which any Lender is located (other than the State of New York) that limit the interest, fees or other charges such Lender may impose, (ii) Section 4.07(c) of the Credit Agreement, (iii) the second sentence of Section 11.10 of the Credit Agreement (and any similar provisions in any of the other Credit Documents), insofar as such sentence relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to any of the Credit Documents and (iv) the applicability to the obligations of the Subsidiary Guarantors (or

the enforceability of such obligations) of Section 548 of the Bankruptcy Code, Article 10 of the New York Debtor Creditor Law, or any provision of law relating to fraudulent conveyances, transfers or obligations.

We express no opinion (a) as to the, and the effect of, compliance or non-compliance by the Lenders or the Administrative Agent with any law, rule or regulation applicable because of the legal or regulatory status or the specific nature of the business of such Lender or Administrative Agent and (b) regarding any law, rule or regulation to which any of the Relevant Parties may be subject, or any approval which any of the Relevant Parties may be required to obtain, because of the legal or regulatory status of the Lenders or the Administrative Agent or because of any facts specifically pertaining to the Lenders or the Administrative Agent.

Our opinions are limited to the specific issues addressed and are limited in all respects to laws and facts existing on the date hereof. By rendering our opinions, we do not undertake to advise you of any changes in such laws or facts which may occur after the date hereof.

The foregoing opinions are limited to matters involving the Federal laws of the United States, the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the law of the State of New York, and we do not express any opinion as to the laws of any other jurisdiction (nor do we express any opinion as to the applicability to, or the effect upon, the transactions contemplated by the Credit Documents of the Federal Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder or the policies of the FCC).

Opinion of Counsel to the Obligors

At the request of our clients, this opinion letter is, pursuant to Section 5(iii)(c) of Amendment No. 4, provided to you by us in our capacity as counsel to the Relevant Parties and may not be relied upon by any Person for any purpose other than in connection with the transactions contemplated by the Amended Credit Agreement without, in each instance, our prior written consent.

Very truly yours,

[COOPERMAN LEVITT WINIKOFF
LESTER & NEWMAN, P.C.]

By:_____

EXHIBIT B

[Form of Opinion of Special New York Counsel to Chase]

_____, 1999

To the Lenders party to Amendment
No. 4 to the Credit Agreement referred to
below and The Chase Manhattan
Bank, as Administrative Agent

Ladies and Gentlemen:

We have acted as special New York counsel to The Chase Manhattan Bank ("Chase") in connection with (i) the Second Amended and Restated Credit Agreement dated as of June 24, 1997 (the "Credit Agreement") between Mediacom California LLC ("Mediacom California"), Mediacom Delaware LLC ("Mediacom Delaware"), Mediacom Arizona LLC ("Mediacom Arizona" and, together with Mediacom California and Mediacom Delaware, the "Borrowers"), the lenders party thereto, Chase, as Administrative Agent, and First Union National Bank, as Documentation Agent, providing for loans to be made by said lenders to the Borrowers in an aggregate principal amount not exceeding $100,000,000, (ii) Amendment No. 4 thereto dated as of January 26, 1999 and (ii) the various other agreements, instruments and other documents referred to in the next following paragraph. Terms defined in Amendment No. 4 (including terms incorporated by reference into Amendment No. 4) are used herein as defined therein; in addition, the Credit Agreement as amended by Amendment No. 4 is referred to herein as the "Amended Credit Agreement". This opinion letter is being delivered pursuant to Section 5(iii)(d) of Amendment No. 4.

In rendering the opinions expressed below, we have examined the following agreements, instruments and other documents:

(a) the Credit Agreement;

(b) Amendment No. 4; and

(c) the New Notes being executed and delivered to the Lenders on the date hereof (collectively, the "New Notes").

Amendment No. 4, the Amended Credit Agreement, the New Notes and the Confirmation and Consent are collectively referred to as the "Credit Documents"; the Borrowers, Mediacom and the Manager are herein collectively referred to as the "Relevant Parties".

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied upon representations made in or pursuant to Amendment No. 4 and the Amended Credit Agreement.

In rendering the opinions expressed below, we have assumed, with respect to all of the documents referred to in this opinion letter, that:

(i) such documents have been duly authorized by, have been duly executed and delivered by, and (except to the extent set forth in the opinions below as to the Borrowers) constitute legal, valid, binding and enforceable obligations of, all of the parties to such documents;

(ii) all signatories to such documents have been duly authorized; and

(iii) all of the parties to such documents are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that each of Amendment No. 4 and the Amended Credit Agreement constitutes the legal, valid and binding obligation of each Relevant Party party thereto, enforceable against such Relevant Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of Amendment No. 4 or the Amended Credit Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of materiality, reasonableness, good faith and fair dealing.

The foregoing opinions are subject to the following comments and qualifications:

(A) The enforceability of Section 11.03 of the Amended Credit Agreement may be limited by (i) laws rendering unenforceable indemnification contrary to Federal or state securities laws and the public policy underlying such laws and (ii) laws limiting the

enforceability of provisions exculpating or exempting a party, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct.

(B) The enforceability of provisions in the Credit Documents to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

(C) We express no opinion as to (i) the effect of the laws of any jurisdiction in which any Lender is located (other than the State of New York) that limit the interest, fees or other charges such Lender may impose, (ii) Section 4.07(c) of the Amended Credit Agreement, and (iii) the second sentence of Section 11.10 of the Amended Credit Agreement, insofar as such sentence relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to the Credit Documents and (iv) the applicability to the obligations of the Subsidiary Guarantors (or the enforceability of such obligations) of Section 548 of the Bankruptcy Code, Article 10 of the New York Debtor Creditor Law, or any provision of law relating to fraudulent conveyances, transfers or obligations.

The foregoing opinions are limited to matters involving the Federal laws of the United States and the law of the State of New York, and we do not express any opinion as to the laws of any other jurisdiction (nor do we express any opinion as to the applicability to, or the effect upon, the transactions contemplated by the Credit Documents of the Federal Communications Act of 1934, as amended, the rules and regulations promulgated thereunder or the policies of the FCC).

At the request of our client, this opinion letter is, pursuant to Section 5(iii)(d) of Amendment No. 4, provided to you by us in our capacity as special New York counsel to Chase and may not be relied upon by any Person for any purpose other than in connection with the transactions contemplated by the Amended Credit Agreement without, in each instance, our prior written consent.

Very truly yours,

RJW/___

Opinion of Counsel to Chase

Exhibit 10.6(c)

[EXECUTION COUNTERPART]

AMENDMENT NO. 2 TO CREDIT AGREEMENT

AMENDMENT NO. 2 TO CREDIT AGREEMENT dated as of July 1, 1998, between MEDIACOM SOUTHEAST LLC, a Delaware limited liability company (the "Borrower"); each of the lenders that is a signatory hereto identified under the caption "LENDERS" on the signature pages hereto (each, individually, a "Lender" and, collectively, the "Lenders"); and THE CHASE MANHATTAN BANK, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

The Borrower, the Lenders and the Administrative Agent are party to a Credit Agreement dated as of January 23, 1998 (as heretofore modified and supplemented and in effect on the date hereof, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit in an aggregate principal amount up to but not exceeding $225,000,000 (which may, in certain circumstances, be increased to $275,000,000). The Borrower, the Lenders and the Administrative wish to amend the Credit Agreement 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 Credit Agreement are used herein as defined therein.

Section 2. Amendments. Upon execution and delivery of this Amendment No. 2 by the Borrower and Majority Lenders, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. 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. Section 8.09(e) of the Credit Agreement is hereby amended by deleting clause (iii) thereof, inserting the word "and" at the end of clause (i) thereof and replacing "; and" at the end of clause (ii) thereof with a period.

Section 3. Miscellaneous. Except as herein provided, the Credit Agreement 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.

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

MEDIACOM SOUTHEAST LLC

By /s/ MARK E. STEPHAN

Title: CHIEF FINANCIAL OFFICER

LENDERS

THE CHASE MANHATTAN BANK

By /s/ [SIGNATURE ILLEGIBLE]

Title: VICE PRESIDENT

BANK OF MONTREAL

By /s/ ALLEGRA GRIFFITHS

Title: DIRECTOR

CREDIT SUISSE FIRST BOSTON

By /s/ CHRIS T HORGAN

Title: VICE PRESIDENT

By /s/ THOMAS G MUOIO

Title: VICE PRESIDENT

CIBC INC.

By /s/ TEFTA GHILAGA

Title: EXECUTIVE DIRECTOR
CIBC Oppenheimer Corp., AS AGENT

FIRST UNION NATIONAL BANK

By /s/ [SIGNATURE ILLEGIBLE]

Title: VICE PRESIDENT

THE FIRST NATIONAL BANK OF CHICAGO

By /s/ [SIGNATURE ILLEGIBLE]

Title: CORPORATE BANKING OFFICER

MELLON BANK, N.A.

By /s/ [SIGNATURE ILLEGIBLE]

Title: VICE PRESIDENT

ABN AMRO BANK N.V.

By /s/ LARRY KELLEY

Title: GROUP VICE PRESIDENT

By ROBERT BUDNEK

Title: ASSISTANT VICE PRESIDENT

FLEET NATIONAL BANK

By /s/ ERIC S MEYER

Title: VICE PRESIDENT

DRESDNER BANK AG, NEW YORK AND
GRAND CAYMAN BRANCHES

By /s/ WILLIAM E. LAMBERT

Title: ASSISTANT VICE PRESIDENT

By /s/ ROBERT GRELLA

Title: VICE PRESIDENT

PNC BANK, NATIONAL ASSOCIATION

By /s/ JOHN T. WILDEN

Title: VICE PRESIDENT

SUNTRUST BANK, CENTRAL FLORIDA,
N.A.

By /s/ JANET P. SAMMONS

Title: VICE PRESIDENT

ADMINISTRATIVE AGENT

THE CHASE MANHATTAN BANK, as
Administrative Agent

By /s/ [SIGNATURE ILLEGIBLE]

Title: VICE PRESIDENT

Exhibit 10.6(d)

[Execution Copy]

AMENDMENT NO. 3 TO CREDIT AGREEMENT

AMENDMENT NO. 3 TO CREDIT AGREEMENT dated as of January 26, 1999, between MEDIACOM SOUTHEAST LLC, a Delaware limited liability company (the "Borrower"); each of the lenders that is a signatory hereto identified under the caption "LENDERS" on the signature pages hereto (each, individually, a "Lender" and, collectively, the "Lenders") and The Chase Manhattan Bank, as Administrative Agent (the "Administrative Agent").

The Borrower, the Lenders and the Administrative Agent, are party to a Credit Agreement dated as of January 23, 1998 (as heretofore modified and supplemented and in effect on the date hereof, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit in an aggregate principal amount up to but not exceeding $225,000,000 (which may, in certain circumstances, be increased to $275,000,000). The Borrower wishes to increase the Revolving Credit Commitments under the Credit Agreement from $165,000,000 to $225,000,000 concurrently with a prepayment of the Term Loans in an amount equal to such increase and to amend the Credit Agreement in certain other respects. The Lenders and the Administrative Agent are willing to so agree, and accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment No. 3, 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 5 below, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. 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. Section 1.01 of the Credit Agreement shall be amended by adding the following new definitions (to the extent not already included in said Section 1.01) and inserting the same in the appropriate alphabetical locations and amending in their entirety the following definitions (to the extent already included in said Section 1.01), as follows:

"Amendment No. 3" shall mean Amendment No. 3 hereto dated as of January 26, 1999 between the Borrower, the Lenders and the Administrative Agent.

"Amendment No. 3 Effective Date" shall mean the date upon which the amendments provided for in Section 2 of Amendment No. 3 hereto shall become effective.

"Revolving Credit Commitment" shall mean, as to each Revolving Credit Lender, the obligation of such Lender to make Revolving Credit Loans, and to issue or participate in Letters of Credit pursuant to Section 2.03 hereof, in an aggregate principal amount at any one time outstanding up to but not exceeding the amount set forth opposite the name of such Lender on Schedule 1 to Amendment No. 3 or, in the case of a Person that becomes a Revolving Credit Lender pursuant to an assignment permitted under Section 11.06(b) hereof, as specified in the respective instrument of assignment pursuant to which such assignment is effected (as the same may be reduced from time to time pursuant to Section 2.04 or 2.10 hereof, or increased or reduced in connection with any assignment pursuant to Section 11.06(b) hereof). The original aggregate principal amount of the Revolving Credit Commitments (after giving effect to Amendment No. 3) is $225,000,000.

2.03. Section 2.01 of the Credit Agreement is hereby amended by inserting a new paragraph (f) at the end thereof to read as follows:

"(f) Amendment No. 3 Effective Date. On the Amendment No. 3 Effective Date, all of the outstanding Term Loans shall be prepaid be in full by the Borrower as provided in Section 5(ii) of Amendment No. 3 hereto. Following such prepayment, all references in this Agreement to "Term Loans", "Term Loan Lenders" and the like shall be deemed to be inoperative."

2.04. The schedule set forth in Section 2.04(a) of the Credit Agreement is hereby amended in its entirety to read as follows:

(A) Revolving Credit Commitment Reduction Date Falling on or Nearest to:	(B) Revolving Credit Commitments Reduced by the Following Amounts:	(C) Revolving Credit Commitments Reduced to the Following Amounts:
March 31, 2001	$ 2,750,000	$222,250,000
June 30, 2001	$ 2,750,000	$219,500,000
September 30, 2001	$ 2,750,000	$216,750,000
December 31, 2001	$ 2,750,000	$214,000,000

March 31, 2002	$ 5,375,000	$208,625,000
June 30, 2002	$ 5,375,000	$203,250,000
September 30, 2002	$ 5,375,000	$197,875,000
December 31, 2002	$ 5,375,000	$192,500,000
March 31, 2003	$ 8,750,000	$183,750,000
June 30, 2003	$ 8,750,000	$175,000,000
September 30, 2003	$ 8,750,000	$166,250,000
December 31, 2003	$ 8,750,000	$157,500,000
March 31, 2004	$11,500,000	$146,000,000
June 30, 2004	$11,500,000	$134,500,000
September 30, 2004	$11,500,000	$123,000,000
December 31, 2004	$11,500,000	$111,500,000
March 31, 2005	$13,750,000	$ 97,750,000
June 30, 2005	$13,750,000	$ 84,000,000
September 30, 2005	$13,750,000	$ 70,250,000
December 31, 2005	$13,750,000	$ 56,500,000
March 31, 2006	$28,250,000	$ 28,250,000
June 30, 2006	$28,250,000	$ 0

2.05. Section 8.13 of the Credit Agreement shall be amended in its entirety to read as follows:

"8.13 Interest Rate Protection Agreements. The Borrower will within 90 days of the Closing Date, enter into, and thereafter maintain in full force and effect, one or more Interest Rate Protection Agreements with one or more of the Lenders or their affiliates (and/or with a bank or other financial institution having capital, surplus and undivided profits of at least $500,000,000), that effectively enables the Borrower (in a manner satisfactory to the Majority Lenders) to protect itself, in a manner and on terms reasonably satisfactory to the Majority Lenders, against adverse fluctuations in the three-month London interbank offered rates as to a notional principal amount which, together with that portion of the aggregate outstanding principal amount of Indebtedness of the Borrower bearing a fixed rate of interest and the aggregate amount of the Preferred Membership Interests, shall in the aggregate be at least equal to 40% of the sum of (x) the aggregate outstanding principal amount of the Indebtedness (including Affiliate Subordinated Indebtedness) of the Borrower and (y) the aggregate amount of the Preferred Membership Interests."

Section 3. Consent. Subject to the satisfaction of the conditions precedent specified in Section 5 below, but effective as of the date hereof, the Lenders hereby consent to the amendment of the instruments and other documents evidencing or relating to Affiliate

Subordinated Indebtedness to permit the rate of interest payable in respect thereof to be equal to a rate of interest payable by Mediacom on its 8-1/2% Senior Notes due 2008.

Section 4. Representations and Warranties. The Borrower represents and warrants to the Lenders that the representations and warranties set forth in Section 7 of the Credit Agreement are true and complete on the date hereof as if made on and as of the date hereof and as if each reference in said Section 7 to "this Agreement" and "the Notes" included reference to this Amendment No. 3 and to the New Notes (as defined herein below).

Section 5. Conditions Precedent. The effectiveness of the amendments set forth in Section 2 above, and the consent set forth in Section 3 above, is subject to: (i) the condition that this Amendment No. 3 shall have been executed and delivered by the Borrower, each Lender and the Administrative Agent (and that Mediacom shall have executed and delivered its confirmation and consent provided for on the signature pages hereto), in each case on or before February 15, 1999, (ii) the prepayment, in accordance with the provisions of Section 2.09 of the Credit Agreement, of Term Loans in an aggregate amount of $60,000,000 (which amount is the aggregate principal amount of Term Loans outstanding on the date hereof) together with the payment of all interest accrued thereon in accordance with the provisions of Section 3.02 of the Credit Agreement (and any amounts that may be payable under Section 5.05 of the Credit Agreement in connection therewith), which prepayment may be made from any source, including from the increase in Revolving Credit Commitments contemplated hereby, and (iii) the receipt by the Administrative Agent of the following documents, each of which shall be satisfactory to the Administrative Agent (and to the extent specified below, to each Lender or the Majority Lenders) in form and substance:

(a) New Notes. A new promissory note for each Revolving Credit Lender, delivered by the Borrower in exchange for the Revolving Credit Note heretofore delivered to such Revolving Credit Lender, in substantially the form of Exhibit A-1 to the Credit Agreement, dated the date of the Revolving Credit Note being exchanged, payable to such Revolving Credit Lender in a principal amount equal to its Revolving Credit Commitment (as increased hereby) and otherwise duly completed. Each such promissory note (a "New Note") shall constitute a "Revolving Credit Note" under the Credit Agreement as amended hereby.

(b) Organizational Matters. The Administrative Agent shall have received such documents and certificates as the Administrative Agent or as Milbank, Tweed, Hadley & McCloy, special New York counsel to Chase, may reasonably request relating to the organization, existence and good standing of each Credit Party and the authorization of this Amendment No. 3, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(c) Opinion of Counsel to the Obligors. The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Amendment No. 3 Effective Date) of Cooperman, Levitt,

Winnikoff, Lester & Newman, P.C., counsel to the Obligors, substantially in the form of Exhibit A, and covering such other matters relating to the Obligors, this Agreement or the other Loan Documents as the Administrative Agent or any Lender shall reasonably request (and each Obligor hereby requests such counsel to deliver such opinion).

(d) Opinion of Special Counsel. The Administrative Agent shall have received a favorable written legal opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Milbank, Tweed, Hadley & McCloy, special New York counsel to Chase, substantially in the form of Exhibit B (and the Administrative Agent hereby requests Special Counsel to deliver such opinion).

(e) Other Documents. Such other documents as either the Administrative Agent or any Lender or Special Counsel may reasonably request.

Section 6. Confirmation of Security. The Borrower hereby confirms that the obligations of the Borrower under the Credit Agreement, as amended by this Amendment No. 3, shall be entitled to the benefits of the collateral security provided for pursuant to the Security Agreement.

Section 7. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 3 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. 3 by signing any such counterpart. This Amendment No. 3 shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed and delivered as of the day and year first above written.

MEDIACOM SOUTHEAST LLC

By /s/ MARK E. STEPHAN
Title: Chief Financial Officer

LENDERS

THE CHASE MANHATTAN BANK,
individually and as Administrative Agent

By /s/ CONSTANCE M. COHEN
Title: Vice President

BANK OF MONTREAL

By /s/ ALLEGRA GRIFFITHS
Title: Director

CREDIT SUISSE FIRST BOSTON

By /s/ JUDITH E. SMITH
Title: Director

By /s/ TODD C. MORGAN
Title: Director

CIBC INC.

By /s/ TEFTA GHILAGA
Title: Executive Director
CIBC Oppenheimer Corp.,
AS AGENT

FIRST UNION NATIONAL BANK

By /s/ [SIGNATURE ILLEGIBLE]
Title:

BANK ONE (formerly, First National Bank of Chicago)

By /s/ SIGNATURE ILLEGIBLE]
Title: Corporate Banking Officer

MELLON BANK, N.A.

By /s/ [SIGNATURE ILLEGIBLE]
Title: First Vice President

ABN AMRO BANK N.V.

By /s/ [SIGNATURE ILLEGIBLE]
Title: Senior Vice President

By /s/ WILLIAM S. BENNETT
Title: Vice President

FLEET NATIONAL BANK

By /s/ ADAM BESTER
Title: Senior Vice President

DRESDNER BANK AG, NEW YORK AND GRAND CAYMAN BRANCHES

By /s/ CONSTANCE LOOSEMORE
Title: Senior Vice President

By /s/ [SIGNATURE ILLEGIBLE]
Title: Assistant Vice President

PNC BANK, NATIONAL ASSOCIATION

By /s/ JOHN T. WILDEN
Title: Vice President

SUNTRUST BANK, CENTRAL FLORIDA, N.A.

By /s/ DAVID D. MILLER
Title: Vice President

By its signature below, the undersigned hereby consents to the foregoing Amendment No. 3 and confirms that the obligations of the Borrower under said Credit Agreement as amended by said Amendment No. 3 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.

MEDIACOM LLC

By: /s/ ROCCO B. COMMISSO

Rocco B. Commisso, as Manager

SCHEDULE 1
to Amendment No. 3

Revolving Credit Commitments

Lender	Revolving Credit Commitment
The Chase Manhattan Bank	$ 27,000,000.00
Bank of Montreal	$ 24,000,000.00
Credit Suisse First Boston	$ 14,000,000.00
CIBC, Inc.	$ 22,000,000.00
First Union National Bank	$ 20,222,222.22
The First National Bank of Chicago	$ 20,000,000.00
Mellon Bank, N.A.	$ 20,000,000.00
ABN AMRO Bank N.V.	$ 19,777,777.78
Fleet National Bank	$ 18,000,000.00
Dresdner Bank AG, New York and Grand Cayman Branches	$ 15,000,000.00
PNC Bank, National Association	$ 15,000,000.00
SunTrust Bank, Central Florida	$ 10,000,000.00
TOTAL	$225,000,000.00

Amendment No. 3 to Credit Agreement

EXHIBIT A

[Form of Opinion of Counsel to the Obligors]

_____, 1999

To the Lenders party to Amendment
No. 3 to the Credit Agreement referred to
below and The Chase Manhattan
Bank, as Administrative Agent

Ladies and Gentlemen:

We have acted as counsel to Mediacom Southeast LLC (the "Borrower"), and Mediacom LLC ("Mediacom") in connection with (i) the Credit Agreement (the "Credit Agreement") dated as of January 23, 1998, between the Borrower, the lenders party thereto and The Chase Manhattan Bank, as Administrative Agent, providing for loans to be made by said lenders to the Borrower in an aggregate principal amount not exceeding $225,000,000, (ii) Amendment No. 3 thereto dated as of January 26, 1999 ("Amendment No. 3") and (iii) the various other agreements, instruments and other documents referred to in the next following paragraph. Terms defined in Amendment No. 3 (including terms incorporated by reference into Amendment No. 3) are used herein as defined therein; in addition, the Credit Agreement as amended by Amendment No. 3 is referred to herein as the "Amended Credit Agreement". This opinion letter is being delivered pursuant to Section 5(iii)(c) of Amendment No. 3.

In rendering the opinions expressed below, we have examined the following agreements, instruments and other documents:

(a) the Credit Agreement;

(b) Amendment No. 3;

(c) the New Notes being executed and delivered to the Lenders on the date hereof (collectively, the "New Notes");

(d) the Confirmation and Consent of Mediacom appended to Amendment No. 3 (the "Confirmation and Consent"); and

(e) such records of the Borrower and such other documents as we have deemed necessary as a basis for the opinions expressed below.

Amendment No. 3, the Amended Credit Agreement, the New Notes and the Confirmation and Consent are collectively referred to as the "Credit Documents"; the Borrower and Mediacom are herein collectively referred to as the "Relevant Parties".

We have also examined originals, or copies certified to our satisfaction, of such corporate records, certificates of public officials of pertinent states, certificates of corporate officers of the Relevant Parties and such other instruments or documents as we have deemed necessary as a basis for the opinions hereinafter set forth. As to questions of fact, we have, to the extent that such facts were not independently established by us, relied upon such certificates and we have assumed that any such certificates or other evidence which was given or dated earlier than the date of this letter has remained accurate, as far as relevant to the opinions contained herein, from such earlier date through and including the date of this letter. In rendering the opinions hereinafter set forth as to factual matters, we have also relied upon, and assumed the accuracy of, the representations and warranties made in the Credit Documents by the Relevant Parties. Whenever any statement herein is qualified by our knowledge, it is intended to indicate that, during the course of our representation of the Relevant Parties no information that would give us actual knowledge of the inaccuracy of such statement has come to the attention of the attorneys presently in this firm and who are actively engaged in the representation of the Relevant Parties.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies.

In rendering the opinions expressed below, we have assumed, with respect to all of the documents referred to in this opinion letter, that (except, to the extent set forth in the opinions expressed below, as to the Relevant Parties):

(i) such documents have been duly authorized by, have been duly executed and delivered by, and constitute legal, valid, binding and enforceable obligations of, all of the parties to such documents;

(ii) all signatories to such documents have been duly authorized; and

(iii) all of the parties to such documents are duly organized and validly existing and have the power and authority (corporate, limited liability company, partnership or other) to execute, deliver and perform such documents.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that:

1. The Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Mediacom is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York.

2. Each Relevant Party has all requisite power to execute and deliver Amendment No. 3 and the New Notes, and to perform its obligations under, the Credit Documents to which it is a party. The Borrower has all requisite power to borrow under the Amended Credit Agreement.

3. The execution, delivery and performance by each Relevant Party of each Credit Document to which it is a party, and the borrowings by the Borrower under the Amended Credit Agreement, have been duly authorized by all necessary corporate or other action (as the case may be) on the part of such Relevant Party.

4. Amendment No. 3, the New Notes and the Confirmation and Consent have each been duly executed and delivered by each Relevant Party party thereto.

5. Each of the Credit Documents constitutes the legal, valid and binding obligation of each Relevant Party party thereto, enforceable against such Relevant Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of the Credit Documents is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of materiality, reasonableness, good faith and fair dealing.

6. No authorization, approval or consent of, and no filing or registration with, any governmental or regulatory authority or agency of the United States of America or the State of New York is required on the part of any Relevant Party for the execution and

delivery of Amendment No. 3 or performance by any Relevant Party of the Amended Credit Agreement or for the borrowings by the Borrower under the Amended Credit Agreement.

7. The execution and delivery by each Relevant Party of Amendment No. 3, and the consummation by each Relevant Party of the transactions contemplated by the Amended Credit Agreement do not and will not (a) violate any provision of the limited liability company agreement, articles of organization, certificate of formation or the charter or by-laws or other organizational instrument of any Relevant Party, (b) violate any applicable law, rule or regulation, (c) violate any order, writ, injunction or decree of any court or governmental authority or agency or any arbitral award applicable to the Relevant Parties of which we have knowledge (after due inquiry) or (d) result in a breach of, constitute a default under, require any consent under, or result in the acceleration or required prepayment of any indebtedness pursuant to the terms of, any agreement or instrument of which we have knowledge to which any Relevant Party is a party or by which any of them is bound or to which any of them is subject, or (except for the Liens created pursuant to the Security Documents) result in the creation or imposition of any Lien upon any Property of any Relevant Party pursuant to, the terms of any such agreement or instrument.

The foregoing opinions are subject to the following comments and qualifications:

(A) The enforceability of Section 11.03 of the Amended Credit Agreement may be limited by (i) laws rendering unenforceable indemnification contrary to Federal or state securities laws and the public policy underlying such laws and (ii) laws limiting the enforceability of provisions exculpating or exempting a party, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct.

(B) The enforceability of provisions in the Credit Documents to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

(C) We express no opinion as to (i) the effect of the laws of any jurisdiction in which any Lender is located (other than the State of New York) that limit the interest, fees or other charges such Lender may impose, (ii) Section 4.07(c) of the Credit Agreement, (iii) the second sentence of Section 11.10 of the Credit Agreement (and any similar provisions in any of the other Credit Documents), insofar as such sentence relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to any of the Credit Documents and (iv) the applicability to the obligations of the Subsidiary Guarantors (or

the enforceability of such obligations) of Section 548 of the Bankruptcy Code, Article 10 of the New York Debtor Creditor Law, or any provision of law relating to fraudulent conveyances, transfers or obligations.

We express no opinion (a) as to the, and the effect of, compliance or non-compliance by the Lenders or the Administrative Agent with any law, rule or regulation applicable because of the legal or regulatory status or the specific nature of the business of such Lender or Administrative Agent and (b) regarding any law, rule or regulation to which any of the Relevant Parties may be subject, or any approval which any of the Relevant Parties may be required to obtain, because of the legal or regulatory status of the Lenders or the Administrative Agent or because of any facts specifically pertaining to the Lenders or the Administrative Agent.

Our opinions are limited to the specific issues addressed and are limited in all respects to laws and facts existing on the date hereof. By rendering our opinions, we do not undertake to advise you of any changes in such laws or facts which may occur after the date hereof.

The foregoing opinions are limited to matters involving the Federal laws of the United States, the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the law of the State of New York, and we do not express any opinion as to the laws of any other jurisdiction (nor do we express any opinion as to the applicability to, or the effect upon, the transactions contemplated by the Credit Documents of the Federal Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder or the policies of the FCC).

Opinion of Counsel to the Obligors

At the request of our clients, this opinion letter is, pursuant to Section 5(iii)(c) of Amendment No. 3, provided to you by us in our capacity as counsel to the Relevant Parties and may not be relied upon by any Person for any purpose other than in connection with the transactions contemplated by the Amended Credit Agreement without, in each instance, our prior written consent.

Very truly yours,

[COOPERMAN LEVITT WINIKOFF
LESTER & NEWMAN, P.C.]

By: _____

EXHIBIT B

[Form of Opinion of Special New York Counsel to Chase]

_____, 1999

To the Lenders party to Amendment
No. 3 to the Credit Agreement referred to
below and The Chase Manhattan
Bank, as Administrative Agent

Ladies and Gentlemen:

We have acted as special New York counsel to The Chase Manhattan Bank ("Chase") in connection with (i) the Credit Agreement dated as of January 23, 1998 (the "Credit Agreement") between Mediacom Southeast LLC (the "Borrower"), the lenders party thereto, Chase, as Administrative Agent, and First Union National Bank, as Documentation Agent, providing for loans to be made by said lenders to the Borrower in an aggregate principal amount not exceeding $225,000,000, (ii) Amendment No. 3 thereto dated as of January 26, 1999 and (ii) the various other agreements, instruments and other documents referred to in the next following paragraph. Terms defined in Amendment No. 3 (including terms incorporated by reference into Amendment No. 3) are used herein as defined therein; in addition, the Credit Agreement as amended by Amendment No. 3 is referred to herein as the "Amended Credit Agreement". This opinion letter is being delivered pursuant to Section 5(iii)(d) of Amendment No. 3.

In rendering the opinions expressed below, we have examined the following agreements, instruments and other documents:

(a) the Credit Agreement;

(b) Amendment No. 3; and

(c) the New Notes being executed and delivered to the Lenders on the date hereof (collectively, the "New Notes").

Opinion of Counsel to Chase

Amendment No. 3, the Amended Credit Agreement, the New Notes and the Confirmation and Consent are collectively referred to as the "Credit Documents"; the Borrower and Mediacom are herein collectively referred to as the "Relevant Parties".

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied upon representations made in or pursuant to Amendment No. 3 and the Amended Credit Agreement.

In rendering the opinions expressed below, we have assumed, with respect to all of the documents referred to in this opinion letter, that:

(i) such documents have been duly authorized by, have been duly executed and delivered by, and (except to the extent set forth in the opinions below as to the Borrower) constitute legal, valid, binding and enforceable obligations of, all of the parties to such documents;

(ii) all signatories to such documents have been duly authorized; and

(iii) all of the parties to such documents are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that each of Amendment No. 3 and the Amended Credit Agreement constitutes the legal, valid and binding obligation of each Relevant Party party thereto, enforceable against such Relevant Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of Amendment No. 3 or the Amended Credit Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of materiality, reasonableness, good faith and fair dealing.

The foregoing opinions are subject to the following comments and qualifications:

(A) The enforceability of Section 11.03 of the Amended Credit Agreement may be limited by (i) laws rendering unenforceable indemnification contrary to Federal or state securities laws and the public policy underlying such laws and (ii) laws limiting the

enforceability of provisions exculpating or exempting a party, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct.

(B) The enforceability of provisions in the Credit Documents to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

(C) We express no opinion as to (i) the effect of the laws of any jurisdiction in which any Lender is located (other than the State of New York) that limit the interest, fees or other charges such Lender may impose, (ii) Section 4.07(c) of the Amended Credit Agreement, and (iii) the second sentence of Section 11.10 of the Amended Credit Agreement, insofar as such sentence relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to the Credit Documents and (iv) the applicability to the obligations of the Subsidiary Guarantors (or the enforceability of such obligations) of Section 548 of the Bankruptcy Code, Article 10 of the New York Debtor Creditor Law, or any provision of law relating to fraudulent conveyances, transfers or obligations.

The foregoing opinions are limited to matters involving the Federal laws of the United States and the law of the State of New York, and we do not express any opinion as to the laws of any other jurisdiction (nor do we express any opinion as to the applicability to, or the effect upon, the transactions contemplated by the Credit Documents of the Federal Communications Act of 1934, as amended, the rules and regulations promulgated thereunder or the policies of the FCC).

At the request of our client, this opinion letter is, pursuant to Section 5(iii)(d) of Amendment No. 3, provided to you by us in our capacity as special New York counsel to Chase and may not be relied upon by any Person for any purpose other than in connection with the transactions contemplated by the Amended Credit Agreement without, in each instance, our prior written consent.

Very truly yours,

RJW/___

Exhibit 12.1

MEDIACOM LLC AND SUBSIDIARIES
Calculation of the Deficiency of Earnings to Fixed Charges
(All dollar amounts in 000's)

	Years Ended December 31, 1994	1995	For the period January 1, 1996 to March 11, 1996	For the period March 12, 1996 to December 31, 1996	Years Ended December 31, 1997	1998
Earnings:						
Loss from operations	$ 2,485	$ 2,565	$ 261	$ 1,953	$ 4,596	$ 39,790
Add :						
Fixed charges	(878)	(935)	(201)	(1,528)	(4,829)	(24,460)
Earnings, as adjusted	$ 1,607	$ 1,630	$ 60	$ 425	$ (233)	$ 15,330
Fixed Charges:						
Interest on debt	$ 878	$ 935	$ 201	$ 1,528	$ 4,829	$ 23,994
Amortization of deferred financing costs	--	--	--	--	--	466
Total fixed charges	$ 878	$ 935	$ 201	$ 1,528	$ 4,829	$ 24,460
Deficiency of earnings to fixed charges	$ 2,485	$ 2,565	$ 261	$ 1,953	$ 4,596	$ 39,790

This schedule contains summary information extracted from the consolidated statements of operations and consolidated balance sheets of Mediacom LLC and it subsidiaries and is qualified in its entirety by reference to such financial statements.

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12-MOS
DEC-31-1998
JAN-01-1998
DEC-31-1998
2,212
0
2,810
298
8,240
0
314,627
(45,423)
451,152
0
0
0
0
0
78,651
451,152
129,297
129,297
43,849
141,035
4,058
0
23,994
(39,790)
0
(39,790)
0
0
0
(39,790)
0
0