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, 2000

Commission File Number: 0-29227

Mediacom Communications Corporation
(Exact name of Registrant as specified in its charter)

Delaware	06-1566067
(State of incorporation)	(I.R.S. Employer Identification Number)

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

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

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

Securities registered pursuant to Section 12(g) of the Exchange Act:
Class A Common Stock, $0.01 par value per share

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

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: [X]

As of March 22, 2001, the aggregate market value of the Class A common stock of the Registrant held by non-affiliates of the Registrant was approximately $617.9 million.

As of March 22, 2001, there were outstanding 60,601,001 shares of Class A common stock and 29,342,990 shares of Class B common stock.

DOCUMENTS INCORPORATED BY REFERENCE

Part III - Registrant's Proxy Statement for the 2001 Annual Meeting of Stockholders.

MEDIACOM COMMUNICATIONS CORPORATION
2000 FORM 10-K ANNUAL REPORT

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References in this Annual Report to "we," "us," or "our" are to Mediacom Communications Corporation and its direct and indirect subsidiaries since its initial public offering and to Mediacom LLC and its direct and indirect subsidiaries prior to the initial public offering, unless the context specifies or requires otherwise.

Cautionary Statement Regarding Forward-Looking Statements

You should carefully review the information contained in this Annual Report and in other reports or documents that we file from time to time with the Securities and Exchange Commission (the "SEC"). In this Annual Report, we state our beliefs of future events and of our future financial performance. In some cases, you can identify those so-called "forward-looking statements" by words such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of those words and other comparable words. You should be aware that those statements are only our predictions. Actual events or results may differ materially. In evaluating those statements, you should specifically consider various factors, including the risks discussed in this Annual Report for the year ended December 31, 2000 and other reports or documents that we file from time to time with the SEC. Those factors may cause our actual results to differ materially from any of our forward-looking statements. All forward-looking statements attributable to us or a person acting on our behalf are expressly qualified in their entirety by this cautionary statement.

PART I

ITEM 1. BUSINESS

Introduction

We are currently the ninth largest cable television company in the United States. We provide our customers with a wide array of broadband services, including traditional video services, digital television and high-speed Internet access. As of December 31, 2000, our cable systems passed approximately 1.2 million homes and served approximately 779,000 basic subscribers in 22 states. We were founded in July 1995 by Rocco B. Commisso, our Chairman and Chief Executive Officer, to acquire and operate cable television systems serving principally non-metropolitan markets of the United States.

In February 2001, we entered into agreements to acquire approximately 840,000 basic subscribers from AT&T Broadband, LLC for an aggregate purchase price of $2.215 billion in cash, subject to closing adjustments. Upon completion of these pending transactions, we will become the eighth largest cable television company in the United States, with cable systems passing approximately 2.6 million homes and serving approximately 1.6 million basic subscribers in 23 states. These pending acquisitions are expected to close in the second or third quarter of 2001, subject to customary closing conditions and the receipt of regulatory and other approvals.

Since commencement of our operations in March 1996, we have experienced significant growth by deploying a disciplined strategy of acquiring underperforming cable systems primarily in markets with favorable demographic profiles. Through December 1998, we completed nine acquisitions of cable systems that served approximately 362,200 basic subscribers as of December 31, 2000, for an aggregate purchase price of $432.4 million. In 1999, we completed two acquisitions of cable systems that served approximately 363,800 basic subscribers as of December 31, 2000, for an aggregate purchase price of $759.6 million. In 2000, we completed nine acquisitions of cable systems that served approximately 53,000 basic subscribers as of December 31, 2000, for an aggregate purchase price of $109.2 million.

We also have generated strong internal growth and improved the operating and financial performance of our cable systems. These results have been achieved primarily through the introduction of an expanded array of core cable television products and services made possible by the rapid upgrade of our cable network. Assuming all our cable systems were purchased on January 1, 1999, revenues increased by 9.5%, EBITDA increased by 14.8% and the EBITDA margin improved from 44.7% to 46.9% for the year ended December 31, 2000 as compared to the year ended December 31, 1999. Applying the same assumptions, our internal subscriber growth was 1.1% for the 12 month period ended December 31, 2000. During these periods, we also experienced significant increases in operating losses and net losses. For purposes of this Annual Report, EBITDA is operating income (loss) before depreciation and amortization and non-cash stock charges.

We believe that advancements in digital technologies, together with the explosive growth of the Internet, have positioned the cable television industry's high-speed, interactive broadband network as the primary platform for the delivery of video, voice and data services to homes and businesses. To capitalize on these opportunities, we are rapidly upgrading our cable network to allow for the widespread launch of advanced broadband products and services to our customers. Including the cable systems we acquired in 2000, approximately 74% of our cable network was upgraded with 550MHz to 750MHz bandwidth capacity and 47% of our homes passed were activated with two-way communications capability as of December 31, 2000. Our upgrade program already has enabled us to offer these advanced broadband products and services to a significant number of our customers. As of December 31, 2000, our digital cable service was available to 400,000 basic subscribers, and our high-speed Internet access, or cable modem service, was launched in cable systems with 486,000 homes passed.

Our principal executive offices are located at 100 Crystal Run Road, Middletown, New York 10941 and our telephone number at that address is (845) 695-2600. Our website is located at www.mediacomcc.com. The information on our website is not part of this Annual Report.

General Business Developments

2000 Events

In February 2000, we completed an initial public offering of our Class A common stock for total net proceeds of approximately $354.1 million. Immediately prior to the completion of our initial public offering, we issued shares of our Class A and Class B common stock in exchange for all of the outstanding membership interests in Mediacom LLC, a New York limited liability company. Mediacom LLC commenced operations in 1996 and serves as the holding company for our operating subsidiaries.

In 2000, we completed nine acquisitions of cable systems that served approximately 53,000 basic subscribers as of December 31, 2000, for an aggregate purchase price of $109.2 million. These cable systems serve communities in Alabama, Illinois, Iowa, Kentucky, Minnesota and South Dakota, which are located within our regional operating clusters.

In December 2000, we signed a binding commitment letter with At Home Network Solutions, Inc., a partially-owned subsidiary of At Home Corporation, for a new cable affiliate relationship. This new affiliation enables us to offer the Excite@Home high-speed broadband Internet service to our customers and replaces our previous third-party provider, ISP Channel, Inc., a wholly-owned subsidiary of SoftNet Systems, Inc. We are currently transitioning our customers to the Excite@Home service and completing the documentation of our definitive agreement with At Home Solutions.

2001 Events

On January 24, 2001, our wholly-owned subsidiaries, Mediacom LLC and Mediacom Capital Corporation, completed an offering of $500.0 million of 9 1/2% senior notes due January 2013. Approximately $467.5 million of the net proceeds were used to repay a substantial portion of the indebtedness outstanding under our subsidiary credit facilities and related accrued interest. The balance of the net proceeds is being used for general corporate purposes.

On February 7, 2001, we filed a registration statement with the SEC under which we may sell any combination of common and preferred stock, debt securities, warrants and subscription rights for a maximum aggregate amount of $1.0 billion. The SEC declared this registration statement effective on February 13, 2001.

On February 26, 2001, we entered into agreements with AT&T Broadband, LLC to acquire cable systems serving approximately 840,000 basic subscribers in Georgia, Illinois, Iowa, and Missouri, for an aggregate purchase price of $2.215 billion in cash, subject to closing adjustments. Among the AT&T systems' largest clusters are communities such as: Albany, Columbus, Tifton and Valdosta, Georgia; Charleston, Carbondale, Effingham, Marion, Moline and Rock Island, Illinois; Ames, Cedar Rapids, Clinton, Davenport, Des Moines, Dubuque, Fort Dodge, Iowa City, Mason City and Waterloo, Iowa; and Columbia, Jefferson City and Springfield, Missouri. We expect to fund these acquisitions through a combination of new debt and equity financings and borrowings under our existing subsidiary credit facilities. These pending transactions are expected to close in the second or third quarter of 2001, subject to customary closing conditions and the receipt of regulatory and other approvals.

Unless otherwise stated in this Annual Report, the operating and financial data contained herein do not include the effect of the pending AT&T transactions.

Business Strategy

Our objective is to become the leading cable operator focused on providing entertainment, information and telecommunications services in non-metropolitan markets of the United States. The key elements of our strategy are to:

Improve the Operating and Financial Performance of Our Acquired Cable Systems

We seek to rapidly integrate our acquired cable systems and improve their operating and financial performance. Prior to completion of an acquisition, we formulate plans for customer care and billing improvements, network upgrades, headend consolidation, new product and service launches, competitive positioning and human resource requirements. After completing an acquisition, we implement managerial, operating, purchasing, personnel and engineering changes designed to effect these plans.

Develop Efficient Operating Clusters

Our systems currently are managed through six regional operating clusters by local management teams that oversee system activities and operate autonomously within financial and operating guidelines established by our corporate office. To enhance these clusters, our acquisition strategy focuses, in part, on acquiring or trading for systems in close proximity to our own systems. By further concentrating the geographic clustering of our cable systems, we expect additional operating efficiencies through the consolidation of many managerial, customer service, marketing, administrative and technical functions.

The clustering of systems also enables us to consolidate headend facilities, resulting in lower fixed capital costs on a per home basis as we introduce new and enhanced products and services because of the larger number of customers served by a single headend facility. This headend consolidation also improves our ability to sell advertising on our cable systems. As a result of our clustering and upgrade program, by December 2002 we plan to eliminate 309 headend facilities so that all of our customers will be served by 100 headend facilities and 92% of our customers will be served by 40 headend facilities.

Rapidly Upgrade Our Cable Network

We are rapidly upgrading our cable network to provide new broadband products and services, improve our competitive position and increase overall customer satisfaction. By December 2002, we anticipate that 95% of our basic subscribers will be served by cable systems with 550MHz to 870MHz bandwidth capacity and two-way communications capability. As part of our upgrade program, we plan to deploy over 10,000 route miles of fiber optic cable to create large regional fiber optic networks with the potential to provide advanced telecommunications services. Our upgrade plans will allow us to:

- offer digital cable television, high-speed Internet access and interactive video services;
- increase channel capacity to a minimum of 82 channels, and significantly more with digital video technology;
- activate the two-way communications capability of our systems, which will give our customers the ability to send and receive signals over our cable network;
- eliminate 309 headend facilities, lowering our fixed capital costs on a per home basis as we introduce new products and services; and
- utilize our regional fiber optic networks to offer advanced telecommunications services.

Introduce New and Enhanced Products and Services

We have acquired cable systems that we believe generally underserved their customers prior to our ownership. We believe that significant opportunities exist to increase our revenues by expanding the array of products and services we offer. We have used and will continue to use the expanded channel capacity of our upgraded systems to introduce several new basic programming services, additional premium services and numerous pay-per-view channels.

Utilizing digital video technology, we are offering multiple packages of premium services, several pay-per-view channels on a near video-on-demand basis, digital music services and interactive program guides. As of December 31, 2000, our digital cable service was available to 400,000 basic subscribers. We also offer high-speed Internet access at speeds up to 100 times faster than a conventional telephone modem. As of December 31, 2000, we launched cable modem service in cable systems with 486,000 homes passed. In addition, we are currently exploring opportunities in interactive video and telecommunications services.

Maximize Customer Satisfaction to Build Customer Loyalty

As a result of our strong regional and local management presence, we are responsive to customer needs and preferences and better positioned to strengthen relations with the local government authorities and the communities we serve. We seek a high level of customer satisfaction by providing superior customer service and attractively priced product and service offerings. We believe our investments in the cable network are increasing customer satisfaction as a result of a wide array of new product and service introductions, greater technical reliability and improved quality of service. We have implemented stringent internal customer service standards, which we believe meet or exceed those established by the National Cable Television Association. We have regional calling centers servicing 84% of our customers that are staffed with dedicated personnel who provide service 24 hours a day, seven days a week. We believe that our focus on customer service has enhanced our reputation in the communities we serve, which has increased customer loyalty and the potential demand for our new and enhanced products and services.

Acquire Underperforming Cable Systems Principally in Non-Metropolitan Markets

Our disciplined acquisition strategy targets underperforming cable systems serving primarily non-metropolitan markets. These systems are typically within the top 50 to 100 television markets and small and medium-sized communities where customers generally require cable to clearly receive a full complement of off-air television signals. We believe that there are advantages in acquiring and operating cable systems in non-metropolitan markets, including:

- less direct competition given the lower housing densities and the resulting higher costs per customer of constructing a cable network;
- higher penetration levels of our services and lower customer turnover as a result of fewer competing entertainment alternatives; and
- generally lower overhead and operating costs than those incurred by cable operators serving larger markets.

In addition, we seek to acquire or trade for cable systems in close proximity to our existing operations because it is more cost effective to provide cable television and advanced telecommunications services over an expanded subscriber base within a concentrated geographic area. We have been able to purchase fill-in acquisitions at favorable prices in geographic regions where we are the dominant provider of cable television services. In 2000, we completed nine acquisitions of cable systems serving approximately 53,000 basic subscribers as of December 31, 2000 for an aggregate purchase price of $109.2 million. These cable systems serve communities in Alabama, Illinois, Iowa, Kentucky, Minnesota and South Dakota, which are located within our regional operating clusters.

Implement a Flexible Financing Structure

To support our business strategy and enhance our financial flexibility, we have developed a financing strategy utilizing a blend of equity and debt capital to complement our acquisition and operating activities. We have diversified our sources of debt capital by raising long-term debt at Mediacom LLC while utilizing our operating subsidiaries to access debt, principally in the commercial bank market, through separate borrowing groups.

We believe our financing strategy is beneficial because it broadens our access to various equity and debt markets, enhances our flexibility in managing our capital structure, reduces the overall cost of debt capital and permits us to maintain a substantial liquidity position in the form of unused and available subsidiary credit facilities. As of December 31, 2000, the unused credit commitments under our subsidiary credit facilities were approximately $436.6 million and our overall cost of debt capital was 8.2%.

Products and Services

We provide our customers with the ability to tailor their product selection from a full array of core cable television services. In addition, we offer our customers advanced broadband products and services such as digital cable television and high-speed Internet access. These products and services have been introduced to a significant portion of our customer base. In 2001, we plan to further introduce digital cable and high-speed Internet access across our cable systems and to aggressively market these services to our customer base. We also are exploring opportunities in interactive programming and telecommunications services.

Core Cable Television Services

We design both our basic channel line-up and our additional channel offerings for each system according to demographics, programming preferences, channel capacity, competition, price sensitivity and local regulation. Our core cable television service offerings include the following in most of our cable systems:

Limited Basic Service. Our limited basic service includes, for a monthly fee, local broadcast channels, network and independent stations, limited satellite-delivered programming, and local public, government, home-shopping and leased access channels.

Expanded Basic Service. Our expanded basic service includes, for an additional monthly fee, various satellite-delivered channels such as CNN, MTV, USA Network, ESPN, Lifetime, Nickelodeon and TNT.

Premium Service. Our premium 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. HBO, Cinemax, Showtime, The Movie Channel and Starz are typical examples. 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 us to take advantage of programming agreements offering cost incentives based on premium service unit growth.

The significant expansion of bandwidth capacity resulting from our capital improvement program will allow us to expand the use of tiered and multichannel packaging strategies for marketing and promoting premium and niche programming services. We believe that these packaging strategies will increase basic and premium penetration as well as revenue per basic subscriber.

Pay-Per-View Service. Our pay-per-view services allow customers to pay to view a single showing of a feature film, live sporting event, concert and other special event, on an unedited, commercial-free basis. Such pay-per-view services are offered by us on a per-viewing basis, with subscribers only paying for programs which they select for viewing.

Digital Cable Services

Digital video technology offers significant advantages. Most importantly, this technology allows us to greatly increase our channel offerings through the use of compression, which converts one analog channel into eight to 12 digital channels. The implementation of digital technology has significantly enhanced and expanded the video and other service offerings we provide to our customers.

We currently offer our customers several digital cable programming packages that include:

- up to 42 multichannel premium services;
- up to 34 pay-per-view movie and sports channels;
- up to 45 channels of digital music; and
- an interactive on-screen program guide to help them navigate the new digital choices.

We first introduced digital cable services in our cable systems in June 1999. As of December 31, 2000, our digital service was available to 400,000 basic subscribers and we served 40,000 digital customers. By year-end 2001, we expect our digital cable service to be available to 550,000 basic subscribers and to serve between 90,000 and 100,000 digital customers.

High-Speed Internet Access

Our broadband cable network enables data to be transmitted up to 100 times faster than traditional telephone modem technologies. This high-speed capability allows our cable modem customer to receive and transmit large files from the Internet in a fraction of the time required when using the traditional telephone modem. It also allows much quicker response times when surfing the Internet, providing a richer experience for the customer. In addition, the cable modem service eliminates the need for a telephone line, is always activated and does not require the customer to dial into the Internet service provider and await authorization.

We first introduced two-way, high-speed Internet access service in our cable systems in November 1999. As of December 31, 2000, we launched cable modem service in cable systems with 486,000 homes passed and we served 12,000 cable modem customers. We also provided dial-up telephone Internet access to 3,600 customers. By year-end 2001, we expect to launch cable modem service in cable systems with 800,000 homes passed and to serve between 45,000 and 50,000 data customers.

In December 2000, we signed a binding commitment letter with At Home Network Solutions, Inc., a partially-owned subsidiary of At Home Corporation, for a new cable affiliate relationship. This new affiliation enables us to offer the Excite@Home high-speed broadband Internet service to our customers under the name Mediacom@Home. Through January 2001, ISP Channel was the third party provider of Internet access to our cable modem customers. As of January 31, 2001, our relationship with ISP Channel was terminated. We are currently transitioning our customers to the Excite@Home service and completing the documentation of our definitive agreement with At Home Solutions.

Future Services

Interactive Services. Our upgraded cable network will have the capacity to deliver various interactive television services. Interactive television can be divided among three general service categories: enhanced television; Internet access over the television; and video-on-demand. These new services enable the customer to interact over the television set, generally by using a conventional remote television control or a computer keyboard, to either buy a product or service or request information on a product or service.

Enhanced television includes such services as ancillary programming information, interactive advertising and impulse sales and purchases. Companies delivering enhanced television services include TV Guide Interactive, Wink Communications, Liberate Technologies and OpenTV. Internet access and e-mail over the television are delivered using a set-top box with the customer using a wireless keyboard. Companies providing Internet access over the television include WebTV and WorldGate Communications. The provision of video-on-demand services requires the use of servers at the headend facility of a cable system to provide hundreds of movies or special events on demand with video cassette recorder functionality, or the ability to fast forward, pause and rewind a program at will. Companies providing video-on-demand services include Concurrent Computer Corporation, DIVA Systems Corporation, Intertainer Inc., N-Cube, Sea Change International and others. We are in discussions with several interactive service providers and expect to initiate trial launches of interactive services in the second half of 2001.

Telecommunications Services. We are exploring technologies using Internet protocol telephony as well as traditional switching technologies that are currently available to transmit telephony signals over our cable network. Our upgrade plans include the installation of over 10,000 route miles of fiber optic cable resulting in the creation of large, high-capacity regional networks. We are constructing our networks with excess fiber optic capacity, thereby affording us the flexibility to pursue new data and telecommunications opportunities. We are in discussions with several telecommunications service providers and are developing plans for trial launches of such services.

Description of Our Cable Systems

Overview

The table below provides an overview of selected operating and technical statistics for our cable systems for the years ended:

	1996	1997	1998	1999	2000
Operating Data:					
Homes passed(1)	38,749	87,750	520,000	1,071,500	1,173,000
Basic subscribers(2)	27,153	64,350	354,000	719,000	779,000
Basic penetration(3)	70.1%	73.3%	68.1%	67.1%	66.4%
Premium service units(4)	11,691	39,288	407,100	587,000	597,000
Premium penetration(5)	43.1%	61.1%	115.0%	81.6%	76.6%
Average monthly revenues per basic subscriber(6)	$34.09	$32.11	$32.88	$35.52	$38.45
Digital Cable:					
Digital-ready basic subscribers(7)	--	--	--	168,000	400,000
Digital customers	--	--	--	5,300	40,000
Digital penetration(8)	--	--	--	3.2%	10.0%
Data:					
Data-ready homes passed(9)	--	--	--	120,000	550,000
Data-ready homes marketed(10)	--	--	--	105,500	486,000
Dial-up customers(11)	2,225	2,518	4,729	4,600	3,600
Cable modem customers	--	--	--	500	12,000
Total data customers	2,225	2,518	4,729	5,100	15,600
Data penetration(12)	--	--	--	4.8%	3.2%
Cable Network Data:					
Miles of plant	736	1,697	11,950	22,444	24,500
Density(13)	53	52	44	48	48
Percentage of basic subscribers at 550MHz to 750MHz	0%	25%	45%	57%	74%

(1) Represents the number of single residence homes, apartments and condominium units passed by the cable distribution network in a cable system's service area.
(2) Represents subscribers of a cable television system who receive a package of over-the-air broadcast stations, local access channels or certain satellite-delivered cable television services and who are usually charged a flat monthly rate for a number of channels.
(3) Represents basic subscribers as a percentage of total number of homes passed.
(4) Represents the number of subscriptions to premium services. A subscriber may purchase more than one premium service, each of which is counted as a separate premium service unit.
(5) Represents premium service units as a percentage of the total number of basic subscribers. This ratio may be greater than 100% if the average basic subscriber subscribes to more than one premium service unit.
(6) Represents average monthly revenues for the last three months of the period divided by average basic subscribers for such period. Includes the revenues from cable systems acquired during the last three months of the period as if such acquisitions were completed at the beginning of the three month period.
(7) A subscriber is digital-ready if the subscriber is in a system where digital cable services have been launched.
(8) Represents digital customers as a percentage of digital-ready basic subscribers.
(9) A home passed is data-ready if it is in a system with two-way communications capability.
(10) Data-ready homes marketed represents data-ready homes passed where cable modem service has been launched.
(11) A customer that accesses the Internet through a conventional modem and telephone line connection.
(12) Represents the number of total data customers as a percentage of total data-ready homes marketed.
(13) Represents homes passed divided by miles of plant.

Selected Operating Region Data

Our systems currently are managed through six operating regions by local management teams that oversee system activities and operate autonomously within financial and operating guidelines established by our corporate office. The following table sets forth the six operating regions, the principal states served by such regions, and their respective homes passed, basic subscribers and basic penetration as of December 31, 2000:

Region	States	Homes Passed	Basic Subscribers	Basic Penetration
Midwest.................	Illinois, Indiana, Michigan, Ohio	302,500	194,150	64.2%
North Central...........	Iowa, Minnesota, South Dakota, Wisconsin	283,000	193,400	68.3%
Southern................	Alabama, Florida, Mississippi, Tennessee	214,300	153,200	71.5%
Mid-Atlantic............	Delaware, Maryland, North Carolina, Virginia	129,000	89,000	69.0%
Central..................	Kansas, Kentucky, Missouri, Oklahoma	139,600	87,650	62.8%
Western.................	Arizona, California	104,600	61,600	58.9%
	Total	1,173,000	779,000	66.4%

Technology Overview

As part of our commitment to maximize customer satisfaction, to improve our competitive position and to introduce new and enhanced products and services to our customers, we continue to make significant investments to upgrade our cable network. The current objectives of our upgrade program are to:

- increase the bandwidth capacity to 870MHz;
- activate two-way communications capability;
- consolidate our headend facilities, through the extensive deployment of fiber optic networks; and
- allow us to provide digital cable television, high-speed Internet access, interactive video and other telecommunications services.

The following table describes the technological state of our cable network as of December 31, 2000 and through December 31, 2002, based on our current upgrade plans:

	Percentage of Basic Subscribers		
	Less than 550MHz	550MHz-870MHz	Two-Way Capable
December 31, 2000.............	26%	74%	47%
December 31, 2001.............	10%	90%	80%
December 31, 2002.............	5%	95%	95%

By December 2002, we expect that 95% of our basic subscribers will be served by cable systems that have been upgraded with 550MHz to 870MHz bandwidth capacity and two-way communications capability. A central feature of our upgrade program is the deployment of high capacity, hybrid fiber-optic coaxial architecture. The hybrid fiber-optic coaxial architecture combines the use of fiber optic cable, which can carry hundreds of video, data and voice channels over extended distances, with coaxial cable, which requires a more extensive signal amplification in order to

obtain the desired levels for delivering channels. In most of our cable systems, we connect fiber optic cable to individual nodes serving an average of 350 homes or commercial buildings. A node is a single connection to a cable system's main, high-capacity fiber optic cable that is shared by a number of customers. Coaxial cable is then connected from each node to the individual homes or buildings. Our network design generally provides for six strands of fiber to each node, with two strands active and four strands reserved for future services. We believe hybrid fiber-optic coaxial architecture provides higher capacity, superior signal quality, greater network reliability, reduced operating costs and more reserve capacity for the addition of future services than traditional coaxial network design.

Two-way communications capability will permit our customers to send and receive signals over the cable network so that interactive services, such as video-on-demand, will be accessible and high-speed Internet access will not require a separate telephone line. This capability will also position us to offer cable telephony, using either Internet protocol telephony as it becomes commercially feasible, or the traditional switching technologies that are currently available. We believe our plans for two-way communications capability, together with hybrid fiber-optic coaxial architecture, will enhance our cable network's ability to provide advanced telecommunications services.

As of December 31, 2000, our cable systems were operated from 409 headend facilities. We believe that fiber optics and advanced transmission technologies make it cost effective to consolidate our headend facilities, allowing us to realize operating efficiencies and resulting in lower fixed capital costs on a per home basis as we introduce new products and services. By December 2002, we plan to eliminate 309 headend facilities so that all of our customers will be served by 100 headend facilities and 92% of our customers will be served by 40 headend facilities.

As part of this headend consolidation program, we plan to deploy over 10,000 route miles of fiber optic cable to create large regional fiber optic networks with the potential to provide advanced telecommunications services. We are constructing our regional networks with excess fiber optic capacity to accommodate new and expanded products and services in the future.

Sales and Marketing

We seek to be the premier provider of entertainment, information and telecommunications services in the markets we serve. Our marketing programs and campaigns offer a variety of cable services creatively packaged and tailored to appeal to each of our local markets and to segments within each market. We routinely survey our customers to ensure that we are meeting their demands and our customer surveys keep us abreast of our competition so that we can effectively counter competitors' service offerings and promotional campaigns. With our strong local presence, we interact with our customers on a more individualized basis allowing us to better service our customers and enhance customer loyalty and trust.

We use 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.

We build awareness of our brand through a variety of promotional campaigns, particularly in our newly acquired systems. As a result of our branding efforts, our emphasis on customer service and our investments in the cable network, we believe we have developed a reputation for quality, reliability and timely introduction of new products and services.

We invest a significant amount of time, effort and financial resources in the training and evaluation of our marketing professionals and customer sales representatives. Our customer sales representatives customize their sales presentation to fit each of our customers' specific needs by conducting focused consumer research and are given the incentive to use their frequent contact with our customers as opportunities to sell our new products and services. As a result, we believe we can accelerate the introduction of new products and services to our customers and achieve high success rates in attracting and retaining customers.

Programming Supply

We have 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. Our 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 us. Our successful marketing of multiple premium service packages emphasizing customer value enables us to take advantage of such cost incentives. In addition, we are a member of the National Cable Television Cooperative, Inc., a programming consortium consisting of small to medium-sized multiple system operators 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 securing more favorable programming rates and contract terms for small to medium-sized cable operators. We negotiate programming contract renewals both directly and through the consortium to obtain the best available contract terms.

Our programming costs are expected to increase in the future due to additional programming being provided to our customers, increased costs to purchase programming, inflationary increases and other factors affecting the cable television industry. Although we will legally be able to pass through expected increases in our programming costs to customers, there can be no assurance that the marketplace will allow us to do so. We also have various retransmission consent arrangements with commercial broadcast stations, which generally expire in December 2002. None of these consents require payment of fees for carriage. However, we have entered into agreements with certain stations to carry satellite-delivered cable programming, which is affiliated with the network carried by such stations.

Currently, there are over 200 cable programming networks carried or seeking to be carried on our cable systems. We use the analog and digital channel capacity resulting from our capital improvement program to negotiate more favorable long-term contracts with our programming suppliers and utilize other financial arrangements to offset programming cost increases.

Customer Rates

Monthly customer rates for services vary from market to market, primarily according to the amount of programming provided. As of December 31, 2000, our monthly basic service rates for residential customers ranged from $5.18 to $36.55; the combined monthly basic and expanded basic service rates for residential customers ranged from $19.95 to $38.95; and per-channel premium service rates, not including special promotions, ranged from $0.30 to $13.00 per service for our cable systems.

A one-time installation fee, which we may wholly or partially waive during a promotional period, is usually charged to new customers. We charge monthly fees for converters and remote control tuning devices and also charge 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 units, which include commercial customers as well as condominiums and apartment complexes, may be offered a bulk rate in exchange for single-point billing and basic service to all units.

In addition to customer fees, we derive 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. Our headend consolidation program will increase the concentration of customers served by our headend facilities. We believe the greater concentration of customers served by our remaining headend facilities will enable us to increase our advertising revenues.

Customer Service and Community Relations

We are dedicated to providing superior customer service. Our emphasis on system reliability and customer satisfaction is a cornerstone of our business strategy. We expect that on going investments in our cable network will significantly strengthen customer service, enhancing the reliability of our cable network and allowing us to introduce new products and services to our customers. We have implemented stringent internal customer service standards, which we believe meet or exceed those established by the National Cable Television Association. We maintain five regional calling centers, which service 84% of our cable systems' customers. They are staffed with dedicated personnel who provide service to our customers 24 hours a day, seven days a week, on a toll-free basis. We believe our regional calling centers allow us to coordinate more effectively installation appointments and reduce response time to customer inquiries. We continue to invest in both personnel and equipment of our regional calling centers to ensure that these operating units are professionally managed and employ state-of-the-art technology.

In addition, we are dedicated to fostering strong community relations in the communities served by our cable systems. We support local charities and community causes in various ways, including staged events and promotional campaigns to raise funds and supplies for persons in need and in-kind donations that include production services and free airtime on cable networks. We participate in the "Cable in the Classroom" program, which is a national effort by cable companies to provide schools with free cable television service and, where available, Internet access. We also install and provide free cable television service to government buildings and not-for-profit hospitals in our franchise areas. We believe that our relations with the communities in which our cable systems operate are good.

Franchises

Cable 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 other public institutions; and the granting of insurance and indemnity bonds by the cable operator. Many of the provisions of local franchises are subject to federal regulation under the Communications Act of 1934, as amended.

As of December 31, 2000, our cable systems were subject to 1,018 franchises. These franchises, which are non-exclusive, provide for the payment of fees to the issuing authority. In most of the cable systems, such franchise fees are passed through directly to the customers. The Cable Communications Policy Act of 1984 prohibits franchising authorities from imposing franchise fees in excess of 5% of gross revenues and also permits the cable operator to seek renegotiation and modification of franchise requirements if warranted by changed circumstances .

Substantially all of our cable systems' basic subscribers are in service areas that require a franchise. The table below groups the franchises of our cable systems by date of expiration and presents the approximate number and percentage of basic subscribers for each group as of December 31, 2000.

Year of Franchise Expiration	Number of Franchises	Percentage of Total Franchises	Number of Basic Subscribers	Percentage of Total Basic Subscribers
2001 through 2004	309	30.4%	264,439	33.9%
2005 and thereafter	709	69.6%	514,561	66.1%
Total	1,018	100.0%	779,000	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 cable system or effects a transfer of the cable system to another person, the operator generally is entitled to the fair market value for the cable 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.

We believe that we generally have good relationships with our franchising communities. We have never had a franchise revoked or failed to have a franchise renewed. In addition, substantially all of our franchises 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 us.

Competition

We, like most cable systems, compete on the basis of several factors, including price and the quality and variety of services offered. We face competition from various communications and entertainment providers, the number and type of which we expect to increase as we expand the products and services offered over our broadband network. We believe our ability to package multiple services, such as digital television and high-speed Internet access, is an advantage in our competitive business environment.

Providers of Broadcast Television and Other Entertainment

The extent to which a cable system competes with over-the-air broadcasting, which provides signals that a viewer is able to receive directly, depends upon the quality and quantity of the broadcast signals available by direct antenna reception compared to the quality and quantity of such signals and alternative services offered by a cable system. Cable systems also face competition from alternative methods of distributing and receiving television signals and from other sources of entertainment such as live sporting events, movie theaters and home video products, including videotape recorders and videodisc players. In recent years, the FCC has adopted policies authorizing new technologies and a more favorable operating environment for certain existing technologies that provide, or may provide, substantial additional competition for cable systems. The extent to which a cable television service is competitive depends in significant part upon the cable system's ability to provide a greater variety of programming, superior technical performance and superior customer service than are available over the air or through competitive alternative delivery sources.

Direct Broadcast Satellite Providers

Individuals can purchase home satellite dishes, which allow them to receive satellite-delivered broadcast and non-broadcast program services, commonly known as DBS, that formerly were available only to cable television subscribers. According to recent government and industry reports, conventional, medium and high-power satellites currently provide video programming services to approximately 15.0 million individual households, condominiums, apartments and office complexes in the United States.

DBS service can be received virtually anywhere in the continental United States through the installation of a small roof top or side-mounted antenna, and it is accessible in areas where a cable plant has not been constructed or where it is not cost effective to construct cable television facilities. DBS systems use video compression technology to increase channel capacity and digital technology to improve the quality of the signals transmitted to their customers. DBS service is being heavily marketed on a nationwide basis by several service operators. We believe our digital cable service is competitive with the programming, channel capacity and the digital quality of signals delivered to customers by DBS systems.

Two major companies, DirecTV and Echostar, are currently providing nationwide high-power DBS services, which typically offer to their customers more than 300 channels of programming, including programming similar to that provided by cable systems. Pursuant to legislation enacted in November 1999, DBS operators have begun to deliver local broadcast signals. This change in law eliminated a significant competitive advantage which cable system operators had over DBS operators, as previously DBS operators were not permitted to retransmit local broadcast signals. DirecTV and Echostar now deliver local broadcast signals in a number of the largest markets and they plan to expand such carriage to many more markets. The FCC has adopted rules effective January 2002 which place a must-carry requirement on DBS operators in any market where they retransmit one or more local signal. The current capacity limitations of satellite technology may limit the DBS operators' ability to comply with these must-carry requirements. The DBS industry recently initiated a judicial challenge to the January 2002 requirement on the grounds that it is unconstitutional. These companies and others are also developing ways to bring advanced communications services to their customers. They are currently offering satellite-delivered high-speed Internet access services with a

telephone return path and are beginning to provide true two-way interactivity. We are unable to predict the effects these competitive developments might have on our business and operations.

Multichannel Multipoint Distribution Systems

Multichannel multipoint distribution systems deliver programming services over microwave channels licensed by the FCC and received by subscribers with special antennas. These wireless cable systems are less capital intensive and subject to fewer regulatory requirements than cable television systems, and are not required to obtain local franchises or pay franchise fees. To date, the ability of wireless cable services to compete with cable systems has been limited by a channel capacity of up to 35 channels and the need for unobstructed line-of-sight over-the-air transmission. Although relatively few wireless cable systems in the United States are currently in operation or under construction, virtually all markets have been licensed or tentatively licensed. The use of digital compression technology, and the FCC's recent amendment to its rules to permit reverse path or two-way transmission over wireless facilities, may enable multichannel multipoint distribution systems to deliver more channels and additional services, including Internet related services. Digital compression technology refers to the conversion of the standard video signal into a digital signal and the compression of that signal to facilitate multiple channel transmissions through a single channel's signal.

Private Cable Television Systems

Private cable television systems compete with conventional cable television systems for the right to service condominiums, apartment complexes and other multiple unit residential developments. The operators of these private systems, known as satellite master antenna television (SMATV) systems, provide improved reception of local television stations and several of the same satellite-delivered programming services offered by franchised cable systems. SMATV system operators often enter into exclusive agreements with apartment building owners or homeowners' associations that preclude franchised cable television operators from serving residents of such private complexes and typically are not subject to regulation like local franchised cable operators. However, the 1984 Cable Act gives franchised cable operators the right to use existing compatible easements within their franchise areas on nondiscriminatory terms and conditions. Accordingly, where there are preexisting compatible easements, cable operators may not be unfairly denied access or discriminated against with respect to access to the premises served by those easements. Conflicting judicial decisions have been issued interpreting the scope of the access right granted by the 1984 Cable Act, particularly with respect to easements located entirely on private property. Under the 1996 Telecom Act, satellite master antenna television systems can interconnect non-commonly owned buildings without having to comply with local, state and federal regulatory requirements that are imposed upon cable systems providing similar services, as long as they do not use public rights of way. The FCC has held that the latter provision is not violated so long as interconnection across public rights of way is provided by a third party.

Traditional Overbuilds

Cable television systems are operated under non-exclusive franchises granted by local authorities. More than one cable system may legally be built in the same area. Franchising authorities have from time to time granted additional franchises to other companies, including other cable operators or telephone companies, and these additional franchises might contain terms and conditions more favorable than those afforded to the incumbent cable operator. In addition, entities willing to establish an open video system, under which they offer unaffiliated programmers non-discriminatory access to a portion of the system's cable system, may be able to avoid significant local franchising requirements. Well financed businesses from outside the cable industry, such as public utilities which already possess or are developing fiber optic and other transmission facilities in the areas they serve, may over time become competitors. We believe that various entities are currently offering cable service to an estimated 55,000 homes passed in the service areas of our franchises.

Internet Access

We offer high-speed Internet access in many of our cable systems. These cable systems will compete with a number of other companies, many of which have substantial resources, such as existing Internet service providers, commonly known as ISP's, and local and long distance telephone companies.

Recently, a number of ISP's have asked local authorities and the FCC to give them rights of access to cable systems' broadband infrastructure so that they can deliver their services directly to cable systems' customers. Many local franchising authorities have been examining the issue and a few have required cable operators to provide such access. Several Federal courts have ruled that localities are not authorized to require such access. The FCC initiated an inquiry into the appropriate regulatory treatment of Internet offered on cable systems.

The deployment of digital subscriber line technology, known as DSL, allows Internet access to subscribers at data transmission speeds equal to or greater than that of modems over conventional telephone lines, putting it in direct competition with cable modem service. Numerous companies, including telephone companies, have introduced DSL service and certain telephone companies are seeking to provide high-speed broadband services, including interactive online services, without regard to present service boundaries and other regulatory restrictions. We are unable to predict the likelihood of success of competing online services or what impact these competitive ventures may have on our business operations.

Other Competition

The FCC has authorized a new interactive television service which permits non-video transmission of information between an individual's home and entertainment and information service providers. This service, which can be used by direct broadcast satellite systems, television stations and other video programming distributors, including cable television systems, is an alternative technology for the delivery of interactive video services. It does not appear at the present time that this service will have a material impact on the operations of cable television systems.

The FCC has allocated spectrum in the 28GHz range for a new multichannel wireless service that can be used to provide video and telecommunications services. The FCC completed the process of awarding licenses to use this spectrum via a market-by-market auction. We do not know whether such a service would have a material impact on the operations of cable television systems.

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 to incumbent television broadcast licensees. Digital television can deliver high definition television pictures and 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 that may be useful to both consumers and businesses. The FCC also permits commercial and noncommercial FM stations to use their subcarrier frequencies to provide non-broadcast services, including data transmission.

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

Employees

As of December 31, 2000, we employed 1,480 full-time employees and 169 part-time employees. None of our employees are represented by a labor union. We consider our relations with our employees to be good.

Legislation and Regulation

A federal law known as the Communications Act of 1934 (the "Communications Act"), as amended, establishes a national policy to guide the regulation, development and operation of cable communications systems. In 1996, a comprehensive amendment to the Communications Act became effective and is expected to promote competition and decrease governmental regulation of various communications industries, including the cable television industry. However, until the desired competition develops, various federal, state and local governmental units will have broad regulatory authority and responsibilities over telecommunications and cable television matters. The courts, especially the federal courts, will continue to play an important oversight role as the statutory and regulatory provisions are interpreted and enforced by the various federal, state and local governmental units.

The Communications Act allocates principal responsibility for enforcing the federal policies between the FCC, state and local governmental authorities. The FCC and state regulatory agencies regularly conduct administrative proceedings to adopt or amend regulations implementing the statutory mandate of the Communications Act. At various times, interested parties to these administrative proceedings challenge the new or amended regulations and policies in the courts with varying levels of success. We expect that further court actions and regulatory proceedings will occur and will refine the rights and obligations of various parties, including the government, under the Communications Act. The results of these judicial and administrative proceedings may materially affect the cable industry and our business and operations. In the following paragraphs, we summarize the federal laws and regulations materially affecting the growth and operation of the cable industry. We also provide a brief description of certain state and local laws.

Federal Regulation

The Communications Act and the regulations and policies of the FCC affect significant aspects of our cable system operations, including:

- subscriber rates;
- the content of the programming we offer to subscribers, as well as the way we sell our program packages to subscribers;
- the use of our cable systems by the local franchising authorities, the public and other unrelated companies;
- our franchise agreements with local governmental authorities;
- cable system ownership limitations and prohibitions; and
- our use of utility poles and conduit.

Subscriber Rates

The Communications Act and the FCC's regulations and policies limit the ability of cable systems to raise rates for basic services and equipment. No other rates can be regulated. Federal law exempts cable systems from rate regulation of cable services and customer equipment only in communities that are subject to effective competition, as defined by federal law. Federal law also prohibits the regulation of cable operators' rates where comparable video programming services, other than direct broadcast satellites, are offered by local telephone companies, or their related parties, or by third parties using the local telephone company's facilities.

Where there is no effective competition to the cable operator's services, federal law gives local franchising authorities the responsibility to regulate the rates charged by the operator for:

- the lowest level of programming service offered by cable operator, typically called basic service, which includes the local broadcast channels and any public access or governmental channels that are required by the operator's franchise; and
- the installation, sale and lease of equipment used by subscribers to receive basic service, such as converter boxes and remote control units.

Local franchising authorities who wish to regulate basic service rates and related equipment rates must first obtain FCC certification to regulate by following a simplified FCC certification process and agreeing to follow established FCC rules and policies when regulating the operator's rates.

Several years ago, the FCC adopted detailed rate regulations, guidelines and rate forms that a cable system operator and the local franchising authority must use in connection with the regulation of basic service and equipment rates. The FCC adopted a benchmark methodology as the principal method of regulating rates. However, if this methodology produces unacceptable rates, the operator may also justify rates using a detailed cost-of-service methodology. The FCC's rules also require franchising authorities to regulate equipment rates on the basis of actual cost plus a reasonable profit, as defined by the FCC.

If the local franchising authority concludes that an operator's rates are too high under the FCC's rate rules, the local franchising authority may require the operator to reduce rates and to refund overcharges to subscribers, with interest. The operator may appeal adverse local rate decisions to the FCC.

The FCC's regulations allow an operator to modify regulated rates on a quarterly or annual basis to account for changes in:

- the number of regulated channels;
- inflation; and
- certain external costs, such as franchise and other governmental fees, copyright and retransmission consent fees, taxes, programming fees and franchise-related obligations.

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. A small cable system is defined as a cable television system which serves 15,000 or fewer basic customers. A small cable company is defined as an entity serving a total of 400,000 or fewer basic customers 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 legal control. This small system rate-setting methodology almost always results in rates which exceed those produced by the benchmark and cost-of-service rules applicable to larger cable television operators. 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 customers, 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 systems that have more than 15,000 customers. When a small cable company grows larger than 400,000 basic customers, 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. We were a small cable company, but with the completion of our acquisitions in 1999, we no longer enjoy this status. However, as noted above, the systems with less than 15,000 customers owned by us prior to the completion of our acquisitions in 1999 remain eligible for small cable system rate regulation.

The Communications Act and the FCC's regulations also:

- require operators to charge uniform rates throughout each franchise area that is not subject to effective competition;
- prohibit regulation of non-predatory bulk discount rates offered by operators to subscribers in commercial and residential developments; and
- permit regulated equipment rates to be computed by aggregating costs of broad categories of equipment at the franchise, system, regional or company level.

Content Requirements

The Communications Act and the FCC's regulations contain broadcast signal carriage requirements that allow local commercial television broadcast stations:

- to elect once every three years to require a cable system to carry the station, subject to certain exceptions; or

- to negotiate with us on the terms by which we carry the station on our cable system, commonly called retransmission consent.

The Communications Act requires a cable operator to devote up to one-third of its activated channel capacity for the mandatory carriage of local commercial television stations. The Communications Act also gives local non-commercial television stations mandatory carriage rights; however, such stations are not given the option to negotiate retransmission consent for the carriage of their signals by cable systems. Additionally, cable systems must obtain retransmission consent for:

- all distant commercial television stations, except for commercial satellite-delivered independent superstations such as WGN;

- commercial radio stations; and

- certain low-power television stations.

The FCC has recently completed an administrative proceeding to consider the requirements, for mandatory carriage of digital television signals offered by local television broadcasters. Under the new regulations, local television broadcast stations transmitting solely in a digital format are entitled to request carriage in their choice of digital or converted analog format. Stations transmitting in both digital and analog formats, which is permitted during the current several-year transition period, have no carriage rights for the digital format during the transition unless and until they turn in their analog channel. We are unable to predict the impact of these new carriage requirements on the operations of our cable systems.

The Communications Act requires our cable systems to permit subscribers to purchase video programming we offer on a per channel or a per program basis without the necessity of subscribing to any tier of service, other than the basic cable service tier. However, we are not required to comply with this requirement until December 2002 for any of our cable systems that do not have addressable converter boxes or that have other substantial technological limitations. Many of our cable systems do not have the technological capability to offer programming in the manner required by the statute and thus currently are exempt from complying with the requirement. We anticipate having significant capital expenditures over the next two to three years in order for us to meet this requirement. We are unable to predict whether the full implementation of this statutory provision in December 2002 will have a material impact on the operation of our cable systems.

To increase competition between cable operators and other video program distributors, the Communications Act and the FCC's regulations:

- preclude any satellite video programmer affiliated with a cable company, or with a common carrier providing video programming directly to its subscribers, from favoring an affiliated company over competitors;

- require such programmers to sell their programming to other unaffiliated video program distributors; and

- limit the ability of such programmers to offer exclusive programming arrangements to their related parties.

The Communications Act and the FCC's regulations contain restrictions on the transmission by cable operators of obscene or indecent programming. It requires cable operators to fully block both the video and audio portion of sexually explicit or indecent programming on channels that are primarily dedicated to sexually oriented programming or alternatively to carry such programming only at safe harbor time periods, which are currently defined by the FCC as the hours between 10 p.m. to 6 a.m.

A three-judge federal district court recently determined that this provision was unconstitutional. The federal government appealed the lower court's decision to the United States Supreme Court which recently agreed to review this case.

The FCC actively regulates other aspects of our programming, involving such areas as:

- our use of syndicated and network programs and local sports broadcast programming;
- advertising in children's programming;
- political advertising;
- origination cablecasting;
- sponsorship identification; and
- closed captioning of video programming.

Use of Our Cable Systems by the Government and Unrelated Third Parties

The Communications Act allows local franchising authorities and unrelated third parties to have access to our cable systems' channel capacity for their own use. For example, it:

- permits franchising authorities to require cable operators to set aside channels for public, educational and governmental access programming; and
- requires a cable system with 36 or more activated channels to designate a significant portion of its channel capacity for commercial leased access by third parties to provide programming that may compete with services offered by the cable operator.

The FCC regulates various aspects of third party commercial use of channel capacity on our cable systems, including:

- the maximum reasonable rate a cable operator may charge for third party commercial use of the designated channel capacity;
- the terms and conditions for commercial use of such channels; and
- the procedures for the expedited resolution of disputes concerning rates or commercial use of the designated channel capacity.

The FCC has from time to time received petitions from Internet service providers to require access to our cable systems. We cannot predict if these or other similar proposals will be adopted, or, if adopted, whether they will have an adverse impact on our business and operations.

Franchise Matters

We have non-exclusive franchises in virtually every community in which we operate that authorize us to construct, operate and maintain our cable systems. Although franchising matters are normally regulated at the local level through a franchise agreement or a local ordinance, the Communications Act provides oversight and guidelines to govern our relationship with local franchising authorities.

For example, the Communications Act:

- affirms the right of franchising authorities, which may be state or local, depending on the practice in individual states, to award one or more franchises within their jurisdictions;

- generally prohibits us from operating in communities without a franchise;

- encourages competition with existing cable systems by:

  - allowing municipalities to operate their own cable systems without franchises, and

  - preventing franchising authorities from granting exclusive franchises or from unreasonably refusing to award additional franchises covering an existing cable system's service area;

- permits local authorities, when granting or renewing our franchises, to establish requirements for cable-related facilities and equipment, but prohibits franchising authorities from establishing requirements for specific video programming or information services other than in broad categories;

- permits us to obtain modification of our franchise requirements from the franchise authority or by judicial action if warranted by commercial impracticability; and

- generally prohibits franchising authorities from:

  - imposing requirements during the initial cable franchising process or during franchise renewal that require, prohibit or restrict us from providing telecommunications services,

  - imposing franchise fees on revenues we derived from providing telecommunications services over our cable systems,

  - restricting our use of any type of subscriber equipment or transmission technology, and

  - limits our payment of franchise fees to the local franchising authority to 5.0% of our gross revenues derived from providing cable services over our cable system.

The Communications Act contains renewal procedures designed to protect us against arbitrary denials of renewal of our franchises although, under certain circumstances, the franchising authority could deny us a franchise renewal. Moreover, even if our franchise is renewed, the franchising authority may seek to impose upon us new and more onerous requirements, such as significant upgrades in facilities and services or increased franchise fees as a condition of renewal. Similarly, if a franchising authority's consent is required for the purchase or sale of our cable system or franchise, the franchising authority may attempt to impose more burdensome or onerous franchise requirements on us in connection with a request for such consent. Historically, cable operators providing satisfactory services to their subscribers and complying with the terms of their franchises have almost always obtained franchise renewals. We believe that we have generally met the terms of our franchises and have provided quality levels of service. We anticipate that our future franchise renewal prospects generally will be favorable.

Various courts have considered whether franchising authorities have the legal right to limit the number of franchises awarded within a community and to impose substantive franchise requirements. These decisions have been inconsistent and, until the U.S. Supreme Court rules definitively on the scope of cable operators' First Amendment protections, the legality of the franchising process generally and of various specific franchise requirements is likely to be in a state of flux.

Ownership Limitations

The Communications Act generally prohibits us from owning or operating a satellite master antenna television system or multichannel multipoint distribution system in any area where we provide franchised cable service and do not have effective competition, as defined by federal law.

We may, however, acquire and operate a satellite master antenna television system in our existing franchise service areas if the programming and other services provided to the satellite master antenna television system subscribers are offered according to the terms and conditions of our local franchise agreement.

The Communications Act also authorizes the FCC to adopt nationwide limits on the number of subscribers under the control of a cable operator. The FCC recently reconsidered its cable ownership regulations and:

- changed its subscriber ownership limit to 30% of subscribers to multi-channel video programming distributors nationwide, but maintained its voluntary stay on enforcement of that limitation pending further action;

- reaffirmed its subscriber ownership information reporting rules that require any person holding an attributable interest, as defined by FCC rules, in cable systems reaching 20% or more of homes passed by cable plant nationwide to notify the FCC of any incremental change in that person's cable ownership interests;

- retained its 5% voting stock attribution benchmark;

- raised the passive investor voting stock benchmark from 10% to 20%; and

- adopted a new equity/debt rule that will attribute any interest of over 33% of the total assets, i.e., debt plus equity, voting or nonvoting, of an entity.

The Communications Act and FCC regulations also impose limits on the number of channels that can be occupied on a cable system by a video programmer in which a cable operator has an interest. A federal district court declared this provision unconstitutional. An appeal of the district court's decision was consolidated with an appeal challenging the FCC's subscriber ownership limitation regulations. The appellate court just recently overturned the FCC's revised 30% subscriber ownership limitation and the rule regarding the number of channels on a cable system which can be occupied by programming affiliated with the cable operator on the basis that they do not pass constitutional muster. These matters have been sent back to the FCC for further proceedings.

The 1996 amendments to the Communications Act eliminated the statutory prohibition on the common ownership, operation or control of a cable system and a television broadcast station in the same service area. The identical FCC regulation remains in place pending re-examination, although the FCC has eliminated its regulatory restriction on cross-ownership of cable systems and national broadcasting networks.

The 1996 amendments to the Communications Act also made far-reaching changes in the relationship between local telephone companies and cable service providers. These amendments:

- eliminated federal legal barriers to competition in the local telephone and cable communications businesses, including allowing local telephone companies to offer video services in their local telephone service areas;

- preempted legal barriers to telecommunications competition that previously existed in state and local laws and regulations;

- set basic standards for relationships between telecommunications providers; and

- generally limited acquisitions and prohibited joint ventures between local telephone companies and cable operators in the same market.

Local telephone companies may provide service as traditional cable operators with local franchises or they may opt to provide their programming over open video systems, subject to certain conditions, including, but not limited to, setting aside a portion of their channel capacity for use by unaffiliated program distributors on a non-discriminatory basis. The decision as whether an operator of an open video system must obtain a local franchise is left to each community.

Pole Attachment Regulation

The Communications Act requires the FCC to regulate the rates, terms and conditions imposed by public utilities for cable systems' use of utility pole and conduit space unless state authorities have demonstrated to the FCC that they adequately regulate pole attachment rates, as is the case in certain states in which we operate. In the absence of state regulation, the FCC administers pole attachment rates on a formula basis. The FCC's current rate formula, which is being reevaluated by the FCC, governs the maximum rate certain utilities may charge for attachments to their poles and conduit by cable operators providing only cable services and until 2001, by certain companies providing telecommunications services. The FCC also adopted a new rate formula that will be effective in 2001 and will govern the maximum rate certain utilities may charge for attachments to their poles and conduit by companies providing telecommunications services, including cable operators.

Any resulting increase in attachment rates due to the FCC's new rate formula will be phased in over a five-year period in equal annual increments, beginning in February 2001. A federal appellate court generally rejected challenges to these new rules. However, there was one significant exception, i.e., the court found that the provision of Internet access by a cable system was neither a cable service or a telecommunications service, thus the FCC lacked authority to regulate pole attachment rates for cable systems which offer Internet access. The Supreme Court has agreed to hear an appeal from this decision. We are unable to predict the ultimate impact of any revised FCC rate formula or of any new pole attachment rate regulations on our business and operations.

Other Regulatory Requirements of the Communications Act and the FCC

The FCC has adopted cable inside wiring rules to provide a more specific procedure for the disposition of residential home wiring and internal building wiring that belongs to an incumbent cable operator that is forced by the building owner to terminate its cable services in a building with multiple dwelling units. The FCC is also considering additional rules relating to inside wiring that, if adopted, may disadvantage incumbent cable operators.

The Communications Act includes provisions, among others, regulating and the FCC actively regulates other parts of our cable operations, involving such areas as:

- equal employment opportunity;
- consumer protection and customer service;
- technical standards and testing of cable facilities;
- consumer electronics equipment compatibility;
- registration of cable systems;
- maintenance of various records and public inspection files;
- microwave frequency usage; and
- antenna structure notification, marking and lighting.

The FCC may enforce its regulations through the imposition of fines, the issuance of cease and desist orders or the imposition of other administrative sanctions, such as the revocation of FCC licenses needed to operate transmission facilities often used in connection with cable operations. The FCC has ongoing rulemaking proceedings that may change its existing rules or lead to new regulations. We are unable to predict the impact that any further FCC rule changes may have on our business and operations.

Other bills and administrative proposals pertaining to cable communications have previously been introduced in Congress or considered by other governmental bodies over the past several years. It is probable that Congress and other governmental bodies will make further attempts relating to the regulation of cable communications services.

Copyright

Our cable systems typically include in their channel line-ups local and distant television and radio broadcast signals, which are protected by the copyright laws. We generally do not obtain a license to use this programming directly from the owners of the programming, but instead comply with an alternative federal compulsory copyright licensing process. In exchange for filing certain reports and contributing a percentage of our revenues to a federal copyright royalty pool, we obtain blanket permission to retransmit the copyrighted material carried on these broadcast signals. The nature and amount of future copyright payments for broadcast signal carriage cannot be predicted at this time.

In a report to Congress, the U.S. Copyright Office recommended that Congress make major revisions to both the cable television and satellite compulsory licenses. Congress recently modified the satellite compulsory license in a manner that permits DBS providers to become more competitive with cable operators like us. The possible simplification, modification or elimination of the cable communications compulsory copyright license is the subject of continuing legislative review. The elimination or substantial modification of the cable compulsory license could adversely affect our ability to obtain suitable programming and could substantially increase the cost of programming that remains available for distribution to our subscribers. We are unable to predict the outcome of this legislative activity.

Copyrighted music performed in programming supplied to cable television systems by pay cable networks and basic cable networks is licensed by the networks through private agreements with the American Society of Composers and Publishers, commonly referred to as ASCAP, and BMI, Inc., the two major performing rights organizations in the United States. Both the American Society of Composers and Publishers and BMI 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.

Our cable systems also utilize music in other programming and advertising that we provide to subscribers. The rights to use this music are controlled by various music performing rights organizations from which performance licenses must be obtained. Although we cannot predict the amount of any license fees we may be required to pay for future use of music, we do not believe such license fees will be significant to our financial position, results of operations or liquidity.

State and Local Regulation

Our cable systems use local streets and rights-of-way. Consequently, we must comply with state and local regulation, which is typically imposed through the franchising process. Our cable systems generally are operated in accordance with non-exclusive franchises, permits or licenses granted by a municipality or other state or local government entity. Our franchises generally are granted for fixed terms and in many cases are terminable if we fail to comply with material provisions. The terms and conditions of our franchises vary materially from jurisdiction to jurisdiction. Each franchise generally contains provisions governing:

- franchise fees;
- franchise term;
- system construction and maintenance obligations;
- system channel capacity;
- design and technical performance;
- customer service standards;
- sale or transfer of the franchise;
- territory of the franchise;
- indemnification of the franchising authority;
- use and occupancy of public streets; and
- types of cable services provided.

A number of states subject cable systems to the jurisdiction of centralized state governmental agencies, some of which impose regulation of a character similar to that of a public utility. Attempts in other states to regulate cable systems are continuing and can be expected to increase. To date, other than Delaware, no state in which we operate has enacted such state-level regulation. State and local franchising jurisdiction is not unlimited; however, it must be exercised consistently with federal law. The Communications Act immunizes franchising authorities from monetary damage awards arising from regulation of cable systems or decisions made on franchise grants, renewals, transfers and amendments.

The foregoing describes all material present and proposed federal, state and local regulations and legislation affecting the cable industry. Other existing federal regulations, copyright licensing, and, in many jurisdictions, state and local franchise requirements, are currently the subject of judicial proceedings, legislative hearings and administrative proposals which could change, in varying degrees, the manner in which cable systems operate. Neither the outcome of these proceedings nor their impact upon the cable industry or our cable operations can be predicted at this time.

ITEM 2. PROPERTIES

Our principal physical assets consist of cable television operating plant and equipment, including signal receiving, encoding and decoding devices, headend facilities and distribution systems and equipment at or near customers' homes 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 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. Our distribution system consists primarily of coaxial and fiber optic cables and related electronic equipment.

We own the real property housing our regional call centers in Gulf Breeze, Florida; Chillicothe, Illinois; and Waseca, Minnesota as well as numerous locations for business offices and warehouses throughout our operating regions. We lease space for our other regional call centers in Benton, Kentucky; and Hendersonville, North Carolina. We also lease additional locations for business offices and warehouses throughout our operating regions. Our headend facilities, signal reception sites and microwave facilities are located on owned and leased parcels of land, and we generally own the towers on which certain of our equipment is located. We own most of our service vehicles. We believe that our properties, both owned and leased, are in good condition and are suitable and adequate for our operations.

Our cable television plant and related equipment 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 maintenance and periodic upgrading to improve system performance and capacity.

ITEM 3. LEGAL PROCEEDINGS

On November 3, 2000, we resolved litigation brought against us by Grey Advertising, Inc. in January 2000. We and Grey entered into a final settlement agreement that involves no monetary payments by either party and that permits us and our subsidiaries to continue to use the name "Mediacom" in accordance with the terms of our confidential agreement.

There are no other material pending legal proceedings to which we are a party or to which any of our 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 fourth quarter of the fiscal year ended December 31, 2000.

ITEM 4A. EXECUTIVE OFFICERS OF THE REGISTRANT

Name	Age	Position
Rocco B. Commisso.........	51	Chairman and Chief Executive Officer
Mark E. Stephan...........	44	Senior Vice President, Chief Financial Officer, Treasurer and Director
James M. Carey............	49	Senior Vice President, Operations
Charles J. Bartolotta.....	46	Senior Vice President, Field Operations
John G. Pascarelli........	39	Senior Vice President, Marketing and Consumer Services
Joseph Van Loan...........	59	Senior Vice President, Technology
Italia Commisso Weinand...	47	Senior Vice President, Programming and Human Resources and Secretary

Rocco B. Commisso has 23 years of experience with the cable television industry and has served as our Chairman and Chief Executive Officer since founding our predecessor company in July 1995. From 1986 to 1995, he served as Executive Vice President, Chief Financial Officer and a director of Cablevision Industries Corporation. 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 media and communications companies. Mr. Commisso began his association with the cable industry in 1978 at The Chase Manhattan Bank, where he was assigned to manage the bank's lending activities to communications firms including the cable industry. He serves on the board of directors of the National Cable Television Association and Cable Television Laboratories, Inc. Mr. Commisso holds a Bachelor of Science in Industrial Engineering and a Master of Business Administration from Columbia University.

Mark E. Stephan has 14 years of experience with the cable television industry and has served as our Senior Vice President, Chief Financial Officer and Treasurer since the commencement of our operations in March 1996. Before joining us, Mr. Stephan served as Vice President, Finance for Cablevision Industries from July 1993. Prior to that time, Mr. Stephan served as Manager of the telecommunications and media lending group of Royal Bank of Canada.

James M. Carey has 19 years of experience in the cable television industry. Before joining us in September 1997, Mr. Carey was founder and President of Infinet Results, a telecommunications consulting firm, from December 1996. Mr. Carey served as Executive Vice President, Operations at MediaOne Group from August 1995 to November 1996, where he was responsible for MediaOne's Atlanta cable operations. Prior to that time, he served as Regional Vice President of Cablevision Industries' Southern region. Mr. Carey is a member of the board of directors of the American Cable Association.

Charles J. Bartolotta has 18 years of experience in the cable television industry. Before joining us in October 2000, Mr. Bartolotta served as Division President for AT&T Broadband, LLC from July 1998, where he was responsible for managing an operating division serving nearly three million customers. He served as Regional Vice President of Telecommunications, Inc. from January 1997 and as Vice President and General Manager for TKR Cable Company from 1989. Prior to that time, Mr. Bartolotta held various management positions with Cablevision Systems Corporation.

John G. Pascarelli has 20 years of experience in the cable television industry. Before joining us in March 1998, Mr. Pascarelli served as Vice President, Marketing for Helicon Communications Corporation from January 1996 to February 1998 and as Corporate Director of Marketing for Cablevision Industries from 1988 to 1995. Prior to that time, Mr. Pascarelli served in various marketing and system management capacities for Continental Cablevision, Inc., Cablevision Systems and Storer Communications. Mr. Pascarelli is a member of the board of directors of the Cable Television Administration and Marketing Association.

Joseph Van Loan has 28 years of experience in the cable television industry. Before joining us in November 1996, Mr. Van Loan served as Senior Vice President, Engineering for Cablevision Industries from 1990. Prior to that time, he managed a private telecommunications consulting practice specializing in domestic and international cable television and broadcasting and served as Vice President, Engineering for Viacom Cable. Mr. Van Loan received the 1986 Vanguard Award for Science and Technology from the National Cable Television Association.

Italia Commisso Weinand has 24 years of experience in the cable television industry. Before joining us in April 1996, Ms. Weinand served as Regional Manager for Comcast Corporation from July 1985. Prior to that time, Ms. Weinand held various management positions with Tele-Communications, Times Mirror Cable and Time Warner. She serves on the board of directors of the National Cable Television Cooperative, Inc., a programming consortium consisting of small to medium-sized multiple system operators. Ms. Weinand is the sister of Mr. Commisso.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our Class A common stock has been traded on the Nasdaq National Market under the symbol "MCCC" since February 4, 2000, the date of our initial public offering. Prior to that time, there was no public market for our common stock. The following table sets forth, for the period indicated, the high and low closing sales prices for our Class A common stock as reported by the Nasdaq National Market:

	High	Low
First Quarter (from February 4, 2000 through March 31, 2000)	$19 3/4	$13 13/16
Second Quarter	$15 3/8	$ 7 3/8
Third Quarter	$17 3/4	$12 1/8
Fourth Quarter	$18	$12 1/4

As of March 22, 2001, there were approximately 220 holders of record of our Class A common stock (representing an aggregate of approximately 19,900 beneficial holders) and 12 holders of record of our Class B common stock.

We have never declared or paid any dividends on our common stock. We currently anticipate that we will retain all of our future earnings for use in the expansion and operation of our business. Thus, we do not anticipate paying any cash dividends on our common stock in the foreseeable future. Our future dividend policy will be determined by our board of directors and will depend on various factors, including our results of operations, financial condition, capital requirements and investment opportunities. In addition, the indentures relating to our outstanding indebtedness restrict our payment of dividends.

During the three months ended December 31, 2000, we granted stock options to certain of our employees to purchase an aggregate of 85,000 shares of Class A common stock at an exercise price ranging from $8.00 to $17.00 per share.

The grant of stock options to the employees and non-employee directors of MCC was not registered under the Securities Act of 1933 because the stock options either did not involve an offer or sale for purposes of Section 2(a)(3) of the Securities Act of 1933, in reliance on the fact that the stock options were granted for no consideration, or were offered and sold in transactions not involving a public offering, exempt from registration under the Securities Act of 1933 pursuant to Section 4(2) and in compliance with Rule 506 thereunder.

ITEM 6. SELECTED FINANCIAL DATA

In the table below, we provide you with:

- selected historical financial data for the period from January 1, 1996 through March 11, 1996, which are derived from the audited financial statements of Benchmark Acquisition Fund II Limited Partnership, which is our predecessor company; and

- selected historical consolidated financial and operating data for the period from the commencement of our operations on March 12, 1996 through December 31, 1996 and for the years ended December 31, 1997, 1998, 1999 and 2000 and balance sheet data as of December 31, 1996, 1997, 1998, 1999 and 2000 which are derived from our audited consolidated financial statements.

We commenced operations on March 12, 1996 with the acquisition of a cable system from Benchmark Acquisition Fund II Limited Partnership and have since completed 19 additional acquisitions as of December 31, 2000. The historical results of operations of the cable systems acquired have been included from their respective dates of acquisition to the end of the period presented.

Mediacom Communications Corporation was organized as a Delaware corporation in November 1999, and completed an initial public offering in February 2000. Mediacom LLC was formed as a New York limited liability company in July 1995 and since that time its taxable income or loss has been included in the federal and certain state income tax returns of its members. Upon completion of our initial public offering, we became subject to the provisions of Subchapter C of the Internal Revenue Code. As a C corporation, we are fully subject to federal, state and local income taxes.

See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

SELECTED FINANCIAL DATA

	Predecessor	Mediacom Communications Corporation				
	January 1 Through March 11, 1996	March 12 Through December 31, 1996	Year Ended December 31, 1997	Year Ended December 31, 1998	Year Ended December 31, 1999	Year Ended December 31, 2000
	(dollars in thousands, except per share and per subscriber amount)					
Statement of Operations Data:						
Revenues	$ 1,038	$ 5,411	$ 17,634	$ 129,297	$ 176,052	$ 332,050
Costs and expenses:						
Service costs	297	1,511	5,547	43,849	58,058	114,234
Selling, general and administrative expenses	222	931	2,696	25,596	32,949	55,820
Corporate expenses(1)	52	270	882	5,797	6,951	6,029
Depreciation and amortization	527	2,157	7,636	65,793	101,065	178,331
Non-cash stock charges(2)	--	--	--	--	15,445	28,254
Operating income (loss)	(60)	542	873	(11,738)	(38,416)	(50,618)
Interest expense, net(3)	201	1,528	4,829	23,994	37,817	68,955
Other expenses(4)	--	967	640	4,058	5,087	30,024
Net loss before income taxes	$ (261)	$ (1,953)	$ (4,596)	$ (39,790)	$ (81,320)	$ (149,597)
Provision for income taxes						250
Net loss	$ (261)	$ (1,953)	$ (4,596)	$ (39,790)	$ (81,320)	$ (149,847)
Basic and diluted net loss per share(5)		$ (4.45)	$ (3.66)	$ (5.28)	$ (7.82)	$ (1.79)
Weighted average common shares outstanding(5)		438,551	1,255,501	7,537,912	10,403,749	83,803,032
Balance Sheet Data (end of period):						
Total assets		$ 46,560	$ 102,791	$ 451,152	$ 1,272,881	$ 1,379,972
Total debt		40,529	72,768	337,905	1,139,000	987,000
Total stockholders' equity		4,537	24,441	78,651	54,615	261,621
Supplementary Data:						
System cash flow(6)	$ 519	$ 2,969	$ 9,391	$ 59,852	$ 85,045	$ 161,996
System cash flow margin(7)	50.0%	54.9%	53.3%	46.3%	48.3%	48.8%
EBITDA(8)	$ 467	$ 2,699	$ 8,509	$ 54,055	$ 78,094	$ 155,967
EBITDA margin(9)	45.0%	49.9%	48.3%	41.8%	44.4%	47.0%
Net cash flows provided by operating activities	$ 226	$ 237	$ 7,007	$ 53,556	$ 54,216	$ 95,527
Net cash flows used in investing activities	(86)	(45,257)	(60,008)	(397,085)	(851,548)	(297,110)
Net cash flows provided by financing activities	--	45,416	53,632	344,714	799,593	201,262
Operating Data (end of period, except average):						
Homes passed(10)		38,749	87,750	520,000	1,071,500	1,173,000
Basic subscribers(11)		27,153	64,350	354,000	719,000	779,000
Basic penetration(12)		70.1%	73.3%	68.1%	67.1%	66.4%
Premium service units(13)		11,691	39,288	407,100	587,000	597,000
Premium penetration(14)		43.1%	61.1%	115.0%	81.6%	76.6%
Average monthly revenues per basic subscriber(15)			$ 32.11	$ 32.88	$ 35.52	$ 38.45

(notes on following page)

Notes to Selected Financial Data

(1) Represents fees paid to Mediacom Management Corporation, a Delaware corporation, for management services rendered to our operating subsidiaries prior to our initial public offering and our actual corporate expenses subsequent to our initial public offering in February 2000. Mediacom Management utilized these fees to compensate its employees as well as to fund its corporate overhead. The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement. The amended agreements provided for management fees equal to 2% of annual gross revenues. The management agreements were terminated upon the completion of our initial public offering in February 2000. At that time, Mediacom Management's employees became our employees and its corporate overhead became our corporate overhead. These expenses are reflected as our corporate expenses. See Notes 10 and 15 of our consolidated financial statements.

(2) The non-cash stock charges for the year ended December 31, 2000 consist of a one-time $24.5 million charge resulting from the termination of the management agreements with Mediacom Management upon completion of our initial public offering in February 2000 and a $3.8 million charge related to the vesting of equity grants made during 1999 to certain members of our management team. Non-cash stock charges for the year ended December 31, 1999 consist of a $628,000 charge resulting from amendments to our management agreements with Mediacom Management and a $14.8 million charge related to the vesting of equity grants to certain members of our management team. See Notes 10 and 14 of our consolidated financial statements.

(3) Net of interest income. Interest income for the periods presented was not material.

(4) Includes a $28.5 million non-cash charge recorded during the year ended December 31, 2000, relating to the decline in value of our investment in shares of SoftNet Systems, Inc. common stock that was deemed other than temporary. See Note 13 of our consolidated financial statements.

(5) Basic and diluted loss per share is calculated based on the weighted average shares outstanding. The weighted average shares outstanding is computed based on the conversion ratio used to exchange the Mediacom LLC's membership units for shares of Mediacom Communications Corporation Class A and Class B common stock immediately prior to Mediacom Communications Corporation's initial public offering. Upon completion of the initial public offering, the weighted average shares are based on the actual number of shares outstanding. See Note 3 of our consolidated financial statements.

(6) Represents EBITDA, as defined in note 8 below, before corporate expenses. System cash flow:

- 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 to the statement of cash flows as a measure of liquidity;
- 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.

System cash flow is included in this report because our management believes that system cash flow is a meaningful measure of performance commonly used in the cable television industry and by the investment community to analyze and compare cable television companies. Our definition of system cash flow may not be identical to similarly titled measures reported by other companies.

(7) Represents system cash flow as a percentage of revenues. This measurement is used by us, and is commonly used in the cable television industry, to analyze and compare cable television companies on the basis of operating performance, for the reasons discussed in note 6 above.

(8) Represents operating income (loss) before depreciation and amortization and non-cash stock charges. 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 to the statement of cash flows as a measure of liquidity;
- 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 in this report because our management believes that EBITDA is a meaningful measure of performance commonly used in the cable television industry and by the investment community to analyze and compare cable television companies. Our definition of EBITDA may not be identical to similarly titled measures reported by other companies.

(9) Represents EBITDA as a percentage of revenues. This measurement is used by us, and is commonly used in the cable television industry, to analyze and compare cable television companies on the basis of operating performance, for the reasons discussed in note 8 above.

(10) Represents the number of single residence homes, apartments and condominium units passed by the cable distribution network in a cable system's service area.

(11) Represents subscribers of a cable television system who receive a package of over-the-air broadcast stations, local access channels or certain satellite-delivered cable television services and who are usually charged a flat monthly rate for a number of channels.

(12) Represents basic subscribers as a percentage of total number of homes passed.

(13) Represents the number of subscriptions to premium services. A subscriber may purchase more than one premium service, each of which is counted as a separate premium service unit.

(14) Represents premium service units as a percentage of total number of basic subscribers. This ratio may be greater than 100% if the average basic subscriber subscribes to more than one premium service unit.

(15) Represents average monthly revenues for the last three months of the period divided by average basic subscribers for such period. Average monthly revenues per basic subscriber includes the revenues of acquisitions of cable systems made during the last three months of the period as if such acquisitions were completed at the beginning of the three month period. This measurement is commonly used in the cable television industry to analyze and compare cable television companies on the basis of operating performance.

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

Reference is made to the "Risk Factors" below for a discussion of important factors that could cause actual results to differ from expectations and any of our forward-looking statements contained herein. In some cases, you can identify those so-called "forward-looking statements" by words such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of those words and other comparable words. In addition, the following discussion should be read in conjunction with our audited consolidated financial statements as of and for the years ended December 31, 2000, 1999 and 1998.

Introduction

We do not believe the discussion and analysis of our historical financial condition and results of operations set forth below are indicative nor should they be relied upon as an indicator of our future performance because of certain significant past events. Those events include numerous acquisitions and several financing transactions, including our initial public offering in February 2000.

Organization

We were organized as a Delaware corporation in November 1999 and completed an initial public offering in February 2000. Immediately prior to the completion of our initial public offering, we issued shares of common stock in exchange for all of the outstanding membership interests in Mediacom LLC, a New York limited liability company. Mediacom LLC commenced operations in March 1996 and serves as the holding company for our operating subsidiaries.

Until our initial public offering in February 2000, Mediacom Management Corporation, a Delaware corporation, provided management services to the operating subsidiaries of Mediacom LLC and received annual management fees. Mediacom Management utilized these fees to compensate its employees as well as to fund its corporate overhead. Such management fees ranged from 4.0% to 5.0% of our annual gross revenues until November 19, 1999. On such date, the management agreements with Mediacom Management were amended in connection with an amendment to Mediacom LLC's operating agreement to provide for annual management fees equal to 2.0% of annual gross revenues. As part of this amendment, Mediacom Management waived all management fees incurred from July 1, 1999 through November 19, 1999 by Mediacom LLC's operating subsidiaries. Each of the management agreements was terminated upon the date of our initial public offering. At that time, Mediacom Management's employees became our employees and its corporate overhead became our corporate overhead. These expenses are reflected as our corporate expenses.

Acquisitions

We significantly expanded our business in the last three years through acquisitions. All acquisitions have been accounted for under the purchase method of accounting and, therefore, our historical results of operations include the results of operations for each acquired system subsequent to its respective acquisition date. In 1998, we completed three acquisitions of cable systems serving a total of 295,700 basic subscribers as of December 31, 2000 (the "1998 Acquisitions"). In 1999, we completed two acquisitions of cable systems serving a total of 363,800 basic subscribers as of December 31, 2000 (the "1999 Acquisitions"). In 2000, we completed nine acquisitions of cable systems serving a total of 53,000 basic subscribers as of December 31, 2000 (the "2000 Acquisitions").

The following table sets forth information on the acquisitions we completed in 1998, 1999 and 2000.

Predecessor Owner	Acquisition Date	Purchase Price (in millions)	Basic Subscribers as of December 31, 2000
Jones Intercable, Inc.	January 1998	$ 21.4	18,500
Cablevision Systems Corporation	January 1998	308.2	273,200
Cablevision Systems Corporation (Caruthersville)	October 1998	5.0	4,000
Zylstra Communications Corporation	October 1999	19.5	14,000
Triax Midwest Associates, L.P.	November 1999	740.1	349,800
Rapid Communications Partners, L.P.	April 2000	8.0	6,000
MidAmerican Cable Systems, L.P.	April 2000	8.0	5,000
TriCable, Inc	May 2000	1.8	1,000
Spirit Lake Cable TV, Inc.	June 2000	10.8	5,000
South Kentucky Services Corporation	July 2000	2.1	1,000
Dowden Midwest Cable Partners, L.P.	August 2000	1.2	1,000
Illinet Communications of Central Illinois, LLC	October 2000	15.8	8,000
Satellite Cable Services, Inc.	October 2000	27.5	12,000
AT&T Broadband, LLC	December 2000	34.0	14,000
		$ 1,203.4	712,500

Pending AT&T Acquisitions

On February 26, 2001, we entered into agreements with AT&T Broadband, LLC to acquire cable systems serving approximately 840,000 basic subscribers in Georgia, Illinois, Iowa and Missouri, for an aggregate purchase price of $2.215 billion in cash, subject to closing adjustments. Among the AT&T systems' largest clusters are communities such as: Albany, Columbus, Tifton and Valdosta, Georgia; Charleston, Carbondale, Effingham, Marion, Moline and Rock Island, Illinois; Ames, Cedar Rapids, Clinton, Davenport, Des Moines, Dubuque, Fort Dodge, Iowa City, Mason City and Waterloo, Iowa; and Columbia, Jefferson City and Springfield, Missouri. We expect to fund these acquisitions through a combination of new debt and equity financings and borrowings under our exisitng subsidiary credit facilities. These pending transactions are expected to close in the second or third quarter of 2001, subject to customary closing conditions and the receipt of regulatory and other approvals.

Unless otherwise stated in this Annual Report, the operating and financial data contained herein do not include the effect of the pending AT&T transactions.

General

For each of the past three years, we have generated significant increases in revenues principally as a result of our acquisition activities and increases in monthly revenues per basic subscriber. Approximately 92.3% of our revenues for the year ended December 31, 2000 are attributable to monthly subscription fees charged to customers for our core cable television services, including basic, expanded basic and premium programming, digital cable television programming services, cable modem service, wire maintenance, equipment rental and services to commercial establishments provided by our cable systems. The remaining 7.7% of revenue represents pay-per-view charges, installation and reconnection fees, late payment fees, advertising revenues and other ancillary revenues. Franchise fees charged to customers are also included in their corresponding revenue category.

Our operating expenses consist of service costs and selling, general and administrative expenses directly attributable to our cable 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 costs have historically increased at rates in excess of inflation due to increases in the number of programming services we have offered and improvements in the quality of programming. We believe that under the Federal Communication Commission's existing cable rate regulations, we will be able to

increase our rates for cable television services to more than cover any increases in the programming costs. However, competitive factors may limit our ability to increase our rates. We benefit from our membership in a cooperative of cable television companies which serves over twelve million basic subscribers and which provides its members with volume discounts from programming suppliers and cable equipment vendors. Selling, general and administrative expenses directly attributable to our cable television 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. Corporate expenses reflect compensation of corporate employees and other corporate overhead.

The high level of depreciation and amortization associated with our acquisition activities and capital investment program, as well as the interest expense related to our financing activities, have caused us to report net losses in our limited operating history. We believe that such net losses are common for cable television companies and anticipate that we will continue to incur net losses for the foreseeable future.

EBITDA represents operating loss before depreciation and amortization and non-cash stock charges. 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 to the statement of cash flows as a measure of liquidity;
- 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 our management 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. Our definition of EBITDA may not be identical to similarly titled measures reported by other companies.

Actual Results of Operations

Year Ended December 31, 2000 Compared to Year Ended December 31, 1999

The following historical information includes the results of operations of the 1999 Acquisitions and the 2000 Acquisitions (together, the "1999-2000 Acquisitions"), only for that portion of the respective period that such cable systems were owned by us.

Revenues. Revenues increased 88.6% to $332.1 million for the year ended December 31, 2000 as compared to $176.1 million for the prior year. Of the revenue increase of $156.0 million, $137.8 was attributable to the 1999-2000 Acquisitions. Excluding the 1999-2000 Acquisitions, revenues increased 11.9% primarily due to basic rate increases associated with new programming introductions in our core cable television services and to customer growth in our recently launched digital cable and high-speed Internet access services.

Service costs. Service costs increased 96.8% to $114.2 million for the year ended December 31, 2000 as compared to $58.1 million for the prior year. The 1999-2000 Acquisitions accounted for $48.2 million of the total increase. Excluding the 1999-2000 Acquisitions, these costs increased 16.1% primarily as a result of higher programming expenses, including the cost of additional channel offerings to our basic subscribers. As a percentage of revenues, service costs were 34.4% for the year ended December 31, 2000, as compared with 33.0% for the prior year.

Selling, general and administrative expenses. Selling, general and administrative expenses increased 69.4% to $55.8 million for the year ended December 31, 2000 as compared to $32.9 million for the prior year. The 1999-2000 Acquisitions accounted for $21.5 million of the total increase. Excluding the 1999-2000 Acquisitions, these costs increased 4.6%. As a percentage of revenues, selling, general and administrative expenses were 16.8% for the year ended December 31, 2000, as compared with 18.7% for the prior year.

Corporate expenses. Corporate expenses decreased 13.3% to $6.0 million for the year ended December 31, 2000 as compared to $7.0 million for the prior year. As a percentage of revenues, corporate expenses were 1.8% for the year ended December 31, 2000 as compared with 3.9% for the prior year. The decrease in corporate expenses was primarily due to higher amounts charged by Mediacom Management during the year ended December 31, 1999 under management agreements between Mediacom Management and our operating subsidiaries. Such management agreements were terminated on the date of our initial public offering in February 2000. At that time, Mediacom Management's employees became our employees and its corporate overhead became our corporate expenses. We reported corporate expenses as management fees incurred before our initial public offering and as actual amounts incurred from the date of our initial public offering.

Depreciation and amortization. Depreciation and amortization increased 76.5% to $178.3 million for the year ended December 31, 2000 as compared to $101.1 million in the prior year. This increase was due to our purchase of the 1999-2000 Acquisitions and additional capital expenditures associated with the upgrade of our cable systems.

Non-cash stock charges. Non-cash stock charges increased 82.9% to $28.3 million for the year ended December 31, 2000 as compared to $15.4 million in the prior year. The non-cash charges in 2000 consist of a one-time $24.5 million charge resulting from the termination of the management agreements with Mediacom Management on the date of our initial public offering and a $3.8 million charge related to the vesting of equity grants made to certain members of our management team during 1999. Non-cash stock charges for the year ended December 31, 1999 consist of a $628,000 charge resulting from amendments to our management agreements with Mediacom Management and a $14.8 million charge related to the vesting of equity grants to certain members of our management team. See Notes 10 and 14 of our consolidated financial statements.

Operating loss. Due to the factors described above, we generated an operating loss of $50.6 million for the year ended December 31, 2000, as compared to an operating loss of $38.4 million for the year ended December 31, 1999.

Interest expense, net. Interest expense, net, increased 82.3% to $69.0 million for the year ended December 31, 2000 as compared to $37.8 million for the prior year. This increase was substantially due to higher average debt outstanding during the year ended December 31, 2000 as a result of the indebtedness incurred in connection with the purchase of the 1999-2000 Acquisitions and to fund capital expenditures.

Other expenses. Other expenses increased 490.2% to $30.0 million for the year ended December 31, 2000 as compared to $5.1 million for the prior year. This change was principally due to a non-cash loss of $28.5 million resulting from the decline in value of our investment in shares of SoftNet Systems, Inc. common stock that was deemed other than temporary. See Note 13 of our consolidated financial statements.

Provision for income taxes. Provision for income taxes was $250,000 for the year ended December 31, 2000. This provision primarily relates to minimum state and local taxes and capital taxes.

Net loss. Due to the factors described above, we generated a net loss of $149.8 million for the year ended December 31, 2000 as compared to a net loss of $81.3 million for the prior year.

EBITDA. EBITDA increased 99.7% to $156.0 million for the year ended December 31, 2000 as compared to $78.1 million for the prior year. This increase was substantially due to the reasons noted above. As a percentage of revenues, EBITDA increased to 47.0% for the year ended December 31, 2000, compared to 44.4% for the prior year.

Year Ended December 31, 1999 Compared to Year Ended December 31, 1998

The following historical information includes the results of operations of the 1998 Acquisitions and the 1999 Acquisitions (together, the "1998-1999 Acquisitions"), only for that portion of the respective period that such cable systems were owned by us.

Revenues. Revenues increased 36.2% to $176.1 million for the year ended December 31, 1999, as compared to $129.3 million for the prior year. The 1998-1999 Acquisitions accounted for $43.0 million of the total increase. Excluding the 1998-1999 Acquisitions, revenues increased 13.9% primarily due to basic rate increases associated with new programming introductions in our core cable television services and to internal basic subscriber growth of 1.9%.

Service costs. Service costs increased 32.4% to $58.1 million for the year ended December 31, 1999, as compared to $43.8 million for the prior year. The 1998-1999 Acquisitions accounted for $12.8 million of the total increase. Excluding the 1998-1999 Acquisitions, these costs increased 18.8% primarily as a result of higher programming costs. As a percentage of revenues, service costs were 33.0% for the year ended December 31, 1999, as compared to 33.9% for the prior year.

Selling, general and administrative expenses. Selling, general and administrative expenses increased 28.7% to $32.9 million for the year ended December 31, 1999, as compared to $25.6 million for the prior year. The 1998-1999 Acquisitions accounted for $7.1 million of the total increase. Excluding the 1998-1999 Acquisitions, these costs increased 5.5% primarily due to increased marketing costs associated with the promotion of new programming services and increased personnel expenses. As a percentage of revenues, selling, general and administrative expenses were 18.7% for the year ended December 31, 1999, as compared to 19.8% for the prior year.

Corporate expenses. Corporate expenses increased 19.9% to $7.0 million for the year ended December 31, 1999, as compared to $5.8 million for the prior year, due to the higher revenues generated in the 1999 period. The management agreements were amended on November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement to provide annual management fees equal to 2.0% of annual gross revenues. See Note 10 of our consolidated financial statements.

Depreciation and amortization. Depreciation and amortization increased 53.6% to $101.1 million for the year ended December 31, 1999, as compared to $65.8 million for the prior year. This increase was substantially due to our purchase of the 1999 Acquisitions and additional capital expenditures associated with the upgrade of our cable systems.

Non-cash stock charges. Non-cash stock charges were $15.4 million for the year ended December 31, 1999. These non-cash charges resulted from amendments to our management agreements with Mediacom Management and a grant of equity interests to certain members of our management team. See Notes 10 and 14 of our consolidated financial statements.

Operating loss. Due to the factors described above, we generated an operating loss of $38.4 million for the year ended December 31, 1999, as compared to an operating loss of $11.7 million for the prior year.

Interest expense, net. Interest expense, net, increased 57.6% to $37.8 million for the year ended December 31, 1999, as compared to $24.0 million for the prior year. This increase was substantially due to higher average debt outstanding during the 1999 period as a result of the indebtedness incurred in connection with the purchase of the 1999 Acquisitions and to fund capital expenditures.

Other expenses. Other expenses increased 25.4% to $5.1 million for the year ended December 31, 1999, as compared to $4.1 million for the prior year. This increase was principally due to acquisition fees payable to Mediacom Management in 1999 relating to the 1999 Acquisitions.

Net loss. Due to the factors described above, we generated a net loss of $81.3 million for the year ended December 31, 1999, as compared to a net loss of $39.8 million for the prior year.

EBITDA. EBITDA increased 44.5% to $78.1 million for the year ended December 31, 1999, as compared to $54.1 million for the prior year. This increase was substantially due to the reasons noted above. As a percentage of revenues, EBITDA increased to 44.4% for the year ended December 31, 1999, as compared to 41.8% for the prior year.

Selected Pro Forma Results

We report the results of operations of the 1999-2000 Acquisitions from the date of their respective acquisition. The financial information below for the years ended December 31, 2000 and 1999 presents selected unaudited pro forma operating results assuming the purchase of the 1999-2000 Acquisitions had been consummated on January 1, 1999. This financial information is not necessarily indicative of what results would have been had we operated these cable systems since the beginning of 1999.

	Years Ended December 31,	
	2000	1999
	(in thousands, except per subscriber data)	
Revenues	$ 348,391	$ 318,086
Cost and expenses:		
Service costs	120,578	108,049
SG&A expenses	58,552	56,718
Corporate expenses	6,029	11,175
Depreciation and amortization	185,901	165,712
Non-cash stock charges	28,254	15,445
Operating loss	$ (50,923)	$ (39,013)
Other Data:		
EBITDA	163,232	142,144
EBITDA margin(1)	46.9%	44.7%
Basic subscribers(2)	779,000	770,600
Average monthly revenue per basic subscriber(3)	$ 38.45	$ 35.39

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(1) Represents EBITDA as a percentage of revenues.
(2) At end of the period.
(3) Represents average monthly revenues for the last three months of the period divided by average basic subscribers for the period.

Selected Pro Forma Results for Year Ended December 31, 2000 Compared to Selected Pro Forma Results for Year Ended December 31, 1999

Revenues increased 9.5% to $348.4 million for the year ended December 31, 2000, as compared to $318.1 million for the prior year. This increase was attributable principally to internal subscriber growth of 1.1%, basic rate increases associated with new programming introductions in our core cable television services and to customer growth in our recently launched digital cable and high-speed Internet access services.

Service costs and selling, general and administrative expenses in the aggregate increased 8.7% to $179.1 million for the year ended December 31, 2000 from $164.8 million for the prior year, principally due to higher programming costs.

Corporate expenses decreased 46.0% to $6.0 million for the year ended December 31, 2000 from $11.2 million for the prior year. This decrease was primarily attributable to the reduction of the 1999 Acquisitions' corporate expense subsequent to their acquisition and the termination of management agreements between Mediacom Management and our operating subsidiaries. Such management agreements were terminated on the date of our initial public offering in February 2000. We reported our corporate expenses as management fees incurred before our initial public offering and as actual amounts incurred from the date of our initial public offering. As a percentage of revenues, corporate expenses were 1.7% for the year ended December 31, 2000 as compared with 3.5% for the prior year.

Depreciation and amortization increased 12.2% to $185.9 million for the year ended December 31, 2000 from $165.7 million for the prior year. This increase was principally due to capital expenditures associated with the upgrade of our cable systems. Non-cash stock charges were as reported above.

As a result of the above factors, we generated an operating loss of $50.9 million for the year ended December 31, 2000, compared to $39.0 million for the prior year.

EBITDA increased by 14.8% to $163.2 million for the year ended December 31, 2000 from $142.1 million for the prior year. The EBITDA margin improved to 46.9% for the year ended December 31, 2000 from 44.7% for the year ended December 31, 1999.

Liquidity and Capital Resources

Our business requires substantial capital for the upgrade, expansion and maintenance of our cable network. In addition, we have pursued, and will continue to pursue, a business strategy that includes selective acquisitions. We have funded and will continue to fund our working capital requirements, capital expenditures and acquisitions through a combination of internally generated funds, long-term borrowings and equity financings.

Investing Activities

Our capital expenditures were $183.5 million, $86.7 million and $53.7 million for the years ended December 31, 2000, 1999 and 1998, respectively. The higher capital expenditures in 2000 reflect the significant investments we are making in the 1999-2000 Acquisitions and our accelerated network upgrade program. As of December 31, 2000, as a result of our cumulative capital investment in the network upgrade program, including the 2000 Acquisitions, approximately 74% of our cable network was upgraded with 550MHz to 750MHz bandwidth capacity and approximately 47% of our homes passed were activated with two-way communications capability. At year-end 2000, our digital cable service was available to approximately 400,000 basic subscribers, and our cable modem service was launched in cable systems with 486,000 homes passed.

We plan to continue our aggressive cable network upgrade program and expect that 90% of our cable network will be upgraded with 550MHz to 870MHz bandwidth capacity and 80% of our homes passed will have two-way communications capability by year-end 2001. At the same period end, we expect to offer digital cable service to 550,000 basic subscribers and to launch cable modem service in cable systems with 800,000 homes passed. By year-end 2001, we expect to serve between 90,000 and 100,000 digital cable customers and between 45,000 and 50,000 data customers. To achieve these targets and to fund other requirements, including new plant construction, headend eliminations, regional fiber interconnections and network maintenance, we expect to invest between $180.0 million and $200.0 million in capital expenditures in 2001.

In 1998, we completed three acquisitions of cable systems that served approximately 295,700 basic subscribers as of December 31, 2000, for an aggregate purchase price of $334.6 million. In 1999, we completed two acquisitions of cable systems that served approximately 363,800 basic subscribers as of December 31, 2000, for an aggregate purchase price of $759.6 million. In 2000, we completed nine acquisitions of cable systems that served approximately 53,000 basic subscribers as of December 31, 2000, for an aggregate purchase price of $109.2 million.

On February 26, 2001, we entered into agreements with AT&T Broadband, LLC to acquire cable systems serving approximately 840,000 basic subscribers in Georgia, Illinois, Iowa, and Missouri, for an aggregate purchase price of $2.215 billion in cash, subject to closing adjustments. We expect to fund these acquisitions through a combination of new debt and equity financings and borrowings under our existing subsidiary credit facilities. These transactions are expected to close in the second or third quarter of 2001, subject to customary closing conditions and the receipt of regulatory and other approvals.

Financing Activities

To finance our prior acquisitions and our network upgrade program and to provide liquidity for future capital needs, during the past three years we completed the following financing arrangements:

- $200.0 million offering of our 8 1/2% senior notes due April 2008;
- $125.0 million offering of our 7 7/8% senior notes due February 2011;
- $550.0 million subsidiary credit facilities expiring in September 2008;
- $550.0 million subsidiary credit facilities expiring in December 2008;
- $104.5 million of equity capital contributed by the members of Mediacom LLC; and
- $354.1 million of net proceeds from our initial public offering in February 2000.

The final maturities of our subsidiary credit facilities are subject to earlier repayment on dates ranging from June 2007 to December 2007 if we do not refinance our 8 1/2% senior notes prior to March 31, 2007. As of December 31, 2000, we were in compliance with all of the financial and other covenants in our subsidiary credit facilities and our public debt indentures. As of December 31, 2000, we had approximately $436.6 million of unused credit commitments under our subsidiary credit facilities.

As of December 31, 2000, we entered into interest rate swap agreements, which expire from 2002 through 2004, to hedge $170.0 million of floating rate debt under our subsidiary credit facilities. As a result of these interest rate swap agreements, 50% of our outstanding indebtedness was at fixed interest rates or subject to interest rate protection on such date. After giving effect to these interest rate swap agreements, as of December 31, 2000, our weighted average cost of indebtedness was approximately 8.2%.

Debt leverage and interest coverage ratios are commonly used in the cable television industry to measure liquidity and financial condition. For the three month period ended December 31, 2000, our debt leverage ratio (defined as total debt at the end of the period, divided by pro forma annualized EBITDA for the period) was 5.9x and our interest coverage ratio (defined as EBITDA divided by interest expense, net for the period) was 2.3x.

In May 2000, we announced that our Board of Directors had authorized a repurchase program pursuant to which we may purchase up to $50.0 million of our Class A common stock in the open market or through privately negotiated transactions, subject to certain restrictions and market conditions. During the second quarter of 2000, we repurchased 80,000 shares of our Class A common stock for an aggregate cost of $658,000 at share prices ranging from $8.00 to $10.75 per share.

On January 24, 2001, our wholly-owned subsidiaries, Mediacom LLC and Mediacom Capital, completed an offering of $500.0 million of 9 1/2% senior notes due January 2013. Interest on the 9 1/2% senior notes will be payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 2001. Approximately $467.5 million of the net proceeds were used to repay a substantial portion of the indebtedness outstanding under our subsidiary credit facilities and related accrued interest. The balance of the net proceeds is being used for general corporate purposes. After giving effect to this senior note offering and the use of proceeds therefrom, as of March 22, 2001, our unused credit commitments under our subsidiary credit facilities were approximately $900.0 million.

On February 7, 2001, we filed a registration statement with the SEC under which we may sell any combination of common and preferred stock, debt securities, warrants and subscription rights, for a maximum aggregate amount of $1.0 billion. The SEC declared this registration statement effective on February 13, 2001.

Although we have not generated earnings sufficient to cover fixed charges, we have generated cash and obtained financing sufficient to meet our debt service, working capital, capital expenditure and acquisition requirements. We expect that we will continue to be able to generate funds and obtain financing sufficient to service our obligations and complete our pending and future acquisitions. There can be no assurance that we will be able to obtain sufficient financing, or, if we were able to do so, that the terms would be favorable to us.

Recent Accounting Pronouncements

In June 1998, Statement of Financial Accounting Standards No. 133 ("SFAS 133"), "Accounting for Derivative Instruments and Hedging Activities," was issued effective January 1, 2001. This statement establishes the accounting and reporting standards for derivatives and hedging activity. Upon adoption of SFAS 133, all derivatives are required to be recognized in the statement of financial position as either assets or liabilities and measured at fair value. We estimate the impact of the adoption of SFAS 133, as amended, will result in an after tax charge of approximately $1.6 million which will be reflected as a change in accounting principle in 2001.

In March 1999, the SEC issued Staff Accounting Bulletin No. 101 ("SAB 101"). SAB 101 summarizes certain areas of the SEC's views in applying generally accepted accounting principles to revenue recognition in financial statements. SAB 101 does not apply to our basic cable television business. We will continue to account for revenues based upon Statement of Financial Accounting Standards No. 51, "Financial Reporting by Cable Television Companies." SAB 101 will not have a material impact on our results of operations and consolidated financial statements.

In March 2000, the Financial Accounting Standards Board issued FASB Interpretation No. 44, "Accounting for Certain Transactions Involving Stock Compensation, an interpretation of APB Opinion No. 25" ("FIN 44"). FIN 44 clarifies the application of APB Opinion No. 25 and is effective July 1, 2000, but certain conclusions in FIN 44 cover specific events as if they had occurred after either December 15, 1998 or January 12, 2000. The application of FIN 44 does not have a material impact on our results of operations and consolidated financial statements.

Inflation and Changing Prices

Our systems' costs and expenses are subject to inflation and price fluctuations. Since changes in costs can be passed through to subscribers, such changes are not expected to have a material effect on our results of operations.

Risk Factors

We have a history of net losses and may not be profitable in the future

We have had a history of net losses and expect to continue to report net losses for the foreseeable future, which could cause our stock price to decline and adversely affect our ability to finance our business in the future. We reported net losses of $39.8 million, $81.3 million and $149.8 million for the years ended December 31, 1998, 1999 and 2000, respectively. The principal reasons for our prior and anticipated net losses include the depreciation and amortization expenses associated with our acquisitions, the capital expenditures related to expanding and upgrading our cable systems and interest costs on borrowed money. We expect that we will continue to incur these expenses at increased levels as a result of our recent and pending acquisitions and our network upgrade program, which expenses will result in continued net losses.

Consummation of the AT&T transactions will significantly increase our operations and the risks detailed herein will intensify

We and AT&T Broadband have entered into agreements under which various affiliates of AT&T Broadband, LLC will sell to us (subject to certain conditions) cable systems serving approximately 840,000 basic subscribers in Georgia, Illinois, Iowa and Missouri. The aggregate purchase price payable by us for these systems is $2.215 billion in cash, subject to closing adjustments. We expect to fund these acquisitions through a combination of new debt and equity financings and borrowings under our existing subsidiary credit facilities.

In the event that these transactions are consummated, the number of subscribers served by us will more than double and our indebtedness will increase substantially. In such case, each of the risks set forth in this Annual Report, and particularly the risks detailed below under "We have grown rapidly and have a limited history of operating our current cable systems, which may make it difficult for you to evaluate our performance," "If we are unable to successfully integrate our newly acquired cable systems, our growth and profitability could be adversely affected," and "We have substantial existing debt and may incur substantial additional debt, which could adversely affect our ability

to obtain financing in the future and require our operating subsidiaries to apply a substantial portion of their cash flow to debt service," will intensify.

We have grown rapidly and have a limited history of operating our current cable systems, which may make it difficult for you to evaluate our performance

We commenced operations in 1996 and have grown rapidly since then, principally through acquisitions. We acquired a substantial portion of our operations in early 1998. In addition, our acquisitions in late 1999 doubled the number of subscribers served by our cable systems. As a result, you have limited information upon which to evaluate our performance in managing our current cable systems, and our historical financial information may not be indicative of the future results we can achieve with our cable systems.

If we are unable to successfully integrate our newly acquired cable systems, our growth and profitability could be adversely affected

Since January 1, 1998, we have completed 14 acquisitions that comprise approximately 91% of our current basic subscribers. In addition, we expect to continue to acquire cable systems as an element of our business strategy. The successful integration and management of acquired cable systems involve the following principal risks that could adversely affect our growth and profitability:

- our acquired cable systems may result in unexpected operating difficulties, liabilities or contingencies, which could be significant;

- the integration of acquired cable systems may place significant demands on our management, diverting their attention from, and making it more difficult for them to manage, our other cable systems;

- the integration of acquired cable systems may require significant financial resources that could otherwise be used for the ongoing development of our other cable systems, including our network upgrade program;

- we may be unable to recruit additional qualified personnel which may be required to integrate and manage acquired cable systems; and

- our existing operational, financial and management systems may be incompatible with or inadequate to effectively integrate and manage acquired cable systems and any steps taken to implement changes in our cable systems may not be sufficient.

The loss of key personnel could have a material adverse effect on our business

Our success is substantially dependent upon the retention and continued performance of our key personnel, including Rocco B. Commisso, our Chairman and Chief Executive Officer. We have not entered into an employment agreement with Mr. Commisso. If Mr. Commisso or any of our other key personnel cease to be employed by us for any reason, our business could be materially adversely affected. In addition, our subsidiary credit facilities provide that a default will result if Mr. Commisso ceases to be our Chairman and Chief Executive Officer. We do not currently maintain key man life insurance on Mr. Commisso.

We have substantial existing debt and may incur substantial additional debt, which could adversely affect our ability to obtain financing in the future and require our operating subsidiaries to apply a substantial portion of their cash flow to debt service

Our total debt as of December 31, 2000 was approximately $987.0 million on a historical basis and $1,025.0 million on a pro forma basis after giving effect to our January 2001 offer and sale of $500.0 million of senior notes and the application of the proceeds therefrom. Our interest expense for the year ended December 31, 2000 was $69.0 million on a historical basis and $92.2 million on a pro forma basis after giving effect to our January 2001 offer and sale of $500.0 million of senior notes and the application of the proceeds therefrom.

This high level of debt and our debt service obligations could have material consequences, including:

- we may have difficulty borrowing money for working capital, capital expenditures, acquisitions or other purposes;

- we may need to use a large portion of our revenues to pay interest on borrowings under our subsidiary credit facilities and our senior notes, which will reduce the amount of money available to finance our operations, capital expenditures and other activities;

- some of our debt has a variable rate of interest, which may expose us to the risk of increased interest rates;

- we may be more vulnerable to economic downturns and adverse developments in our business;

- we may be less flexible in responding to changing business and economic conditions, including increased competition and demand for new products and services;

- we may be at a disadvantage when compared to those of our competitors that have less debt; and

- we may not be able to implement our strategy.

We anticipate incurring additional debt to finance our acquisition of the AT&T Broadband systems and to fund the expansion, maintenance and upgrade of our cable systems. If new debt is added to our current debt levels, the related risks that we now face could intensify.

A default under our indentures or our subsidiary credit facilities could result in an acceleration of our indebtedness or a foreclosure on the membership interests of our operating subsidiaries

The indentures governing our senior notes and the agreements governing our subsidiary credit facilities contain numerous financial and operating covenants. The breach of any of these covenants will result in a default under the applicable indenture or agreement which could result in the indebtedness under our indentures or agreements becoming immediately due and payable. In addition, a default under our indentures or our subsidiary credit facilities could result in a default or acceleration of our other indebtedness with cross-default provisions and could result in a foreclosure by the lenders under our subsidiary credit facilities on the membership interests of our operating subsidiaries that we pledged to secure these facilities.

The terms of our indebtedness could materially limit our financial and operating flexibility

Several of the covenants contained in our indentures and our subsidiary credit facilities could materially limit our financial and operating flexibility by restricting, among other things, our ability and the ability of our operating subsidiaries to:

- incur additional indebtedness;

- create liens and other encumbrances;

- pay dividends and make other payments, investments, loans and guarantees;

- enter into transactions with related parties;

- sell or otherwise dispose of assets and merge or consolidate with another entity;

- repurchase or redeem capital stock or debt;

- pledge assets; and

- issue capital stock.

We may not be able to obtain additional capital to continue the development of our business

Our business requires substantial capital for the upgrade, expansion and maintenance of our cable systems. We may not be able to obtain the funds necessary to finance our capital improvement program through internally generated funds, additional borrowings or other sources. If we are unable to obtain these funds, our growth could be adversely affected.

If we are unsuccessful in implementing our growth strategy, our profitability could be adversely affected

We expect that a substantial portion of our future growth will be achieved through revenues from new products and services and the acquisition of additional cable systems. We may not be able to offer these new products and services successfully to our customers and these new products and services may not generate adequate revenues. The amount of our capital expenditures and related roll-out of advanced services may be limited by the availability of certain equipment (in particular, digital set-top terminals and cable modems) due to production capacity constraints of certain vendors or materials shortages. In addition, our acquisition strategy may not be successful. In recent years, the cable television industry has undergone dramatic consolidation, which has reduced the number of future acquisition prospects. This consolidation may increase the purchase price of future acquisitions, and we may not be successful in identifying attractive acquisition targets or obtaining the financing necessary to complete acquisitions in the future.

Our costs may increase significantly, which could adversely affect our growth and profitability

The expansion and upgrade of our cable systems require us to hire and enter into construction agreements with contractors. The growth and consolidation of the cable television industry has created an increasing demand for cable construction services, which has increased the costs of these services. Our construction costs may increase significantly over the next few years as existing agreements expire and we negotiate new agreements. In addition, we may not be able to construct new cable systems or expand or upgrade existing or acquired systems in a timely manner or at a reasonable cost, which may adversely affect our growth and profitability. Our programming costs are substantial and may increase, which could result in a decrease in profitability if we are unable to pass increases on to our customers. In recent years, the cable television industry has experienced a rapid escalation in the cost of programming, particularly sports programming. The escalation in programming costs may continue, and we may not be able to pass programming cost increases on to our customers. In addition, as we upgrade the number of channels that we provide to our customers and add programming to our basic and expanded basic programming tiers, we may face additional market constraints on our ability to pass programming costs on to our customers. Other costs in operating our cable systems may also increase significantly. The inability to pass these cost increases on to our customers could adversely affect our profitability.

Our Chairman and Chief Executive Officer has the ability to control all major corporate decisions, which could inhibit or prevent a change of control or change in management

Rocco B. Commisso, our Chairman and Chief Executive Officer, beneficially owns our common stock representing approximately 86% of the combined voting power. As a result, Mr. Commisso will generally have the ability to control the outcome of all matters requiring stockholder approval, including the election of our entire board of directors, the approval of any merger or consolidation and the sale of all or substantially all of our assets. The covenants contained in our subsidiary credit facilities provide that a default will result if Mr. Commisso, together with one or more of our employees, ceases to own at least 50.1% of the combined voting power of our common stock.

We may not be able to compete effectively in the highly competitive cable industry

Our industry is highly competitive. The nature and level of the competition we face affects, among other things, how much we must spend to upgrade our cable systems, how much we must spend on marketing and promotions and the prices we can charge our customers. We may not have the resources necessary to compete effectively. Many of our present and potential competitors may have fewer regulatory burdens, substantially greater resources, greater brand name recognition and long-standing relationships with regulatory authorities. We expect advancements in communications technology, as well as changes in the marketplace, to occur in the future which may compete with services that our cable systems offer. The success of these ongoing and future developments could have an adverse impact on our business and operations.

Continued growth of direct broadcast satellite operators could adversely affect our growth and profitability

Direct broadcast satellite operators have grown at a rate far exceeding the cable television industry growth rate and have emerged as a significant competitor to cable operators. Direct broadcast satellite service consists of television programming transmitted via high-powered satellites to individual homes, each served by a small satellite dish. The continued growth of direct broadcast satellite operators may adversely affect our growth and profitability. Legislation permitting direct broadcast satellite operators to transmit local broadcast signals was enacted on November 29, 1999. This eliminated a significant competitive advantage which cable system operators have had over direct broadcast satellite operators. Direct broadcast satellite operators deliver local broadcast signals in many markets which we serve. These companies and others are also developing ways to bring advanced communications services to their customers. They are currently offering satellite-delivered high-speed Internet access services with a telephone return path and are beginning to provide true two-way interactivity. We are unable to predict the effects these competitive developments might have on our business and operations.

Recent changes in the regulatory environment may introduce additional competitors in our markets

Recent changes in federal law and recent administrative and judicial decisions have removed restrictions that have limited entry into the cable television industry by potential competitors such as telephone companies and registered utility holding companies. As a result, competition may materialize in our franchise areas from other cable television operators, other video programming distribution systems and other broadband telecommunications services to the home. For example, these developments will enable local telephone and utility companies to provide a wide variety of video services in their service areas which will be directly competitive with the services provided by cable systems in the same area.

Our franchises are non-exclusive and local franchising authorities may grant competing franchises in our markets

Our cable systems are operated under non-exclusive franchises granted by local franchising authorities. As a result, competing operators of cable systems and other potential competitors, such as municipal utility providers, may be granted franchises and may build cable systems in markets where we hold franchises. Any such competition could adversely affect our business. The existence of multiple cable systems in the same geographic area is generally referred to as an overbuild. While we currently face overbuilds in a limited number of our markets, we are unable to predict whether competitors will develop in other franchise areas that we serve. Moreover, we are unable to predict the impact these competitive ventures might have on our business and operations.

We may be required to provide access to our networks to other Internet service providers, which could significantly increase our competition and adversely affect our ability to provide new products and services

The U.S. Congress and the Federal Communications Commission have been asked to require cable operators to provide access over their cable systems to other Internet service providers. If we are required to provide open access, it could prohibit us from entering into or limit our existing agreements with Internet service providers, adversely impact our anticipated revenues from high-speed Internet access services and complicate marketing and technical issues associated with the introduction of these services. To date, the U.S. Congress and the Federal Communications Commission have declined to impose these requirements. This same open access issue is also being considered by some local franchising authorities and several courts. Franchise renewals and transfers could become more difficult depending upon the outcome of this issue.

Our franchises are subject to non-renewal or termination by local authorities, which could cause us to lose our right to operate some of our systems

Cable television companies operate under non-exclusive franchises granted by local authorities that are subject to renewal, renegotiation and termination from time to time. Our cable systems are dependent upon the retention and renewal of their respective local franchises. We may not be able to retain or renew our franchises and any renewals may not be on terms favorable to us. The non-renewal or termination of franchises with respect to a significant portion of any of our cable systems would have a material adverse effect on our business.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business, we use interest rate swap agreements in order to fix interest rates under debt contracts for the duration of the contract as a hedge against interest rate volatility. As of December 31, 2000, we had interest rate exchange agreements with various banks pursuant to which the interest rate on $170.0 million is fixed at a weighted average swap rate of approximately 6.7%, plus the average applicable margin over the Eurodollar Rate option under our bank credit agreement. Under the terms of the interest rate exchange agreements, which expire from 2002 through 2004, we are exposed to credit loss in the event of nonperformance by the other parties to the interest rate exchange agreements. However, we do not anticipate nonperformance by the counterparties. We would have paid approximately $1.6 million at December 31, 2000 if the interest rate exchange agreements were terminated, inclusive of accrued interest. The table below provides information on our long-term debt. See Note 7 to our consolidated financial statements.

	Expected Maturity (All dollar amounts in thousands)							
	2001	2002	2003	2004	2005	Thereafter	Total	Fair Value
Fixed rate	$ --	$ --	$ --	$ --	$ --	$ 200,000	$ 200,000	$187,000
Weighted average interest rate	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	
Fixed rate	$ --	$ --	$ --	$ --	$ --	$ 125,000	$ 125,000	$107,000
Weighted average interest rate	7.9%	7.9%	7.9%	7.9%	7.9%	7.9%	7.9%	
Variable rate	$ --	$ 750	$ 2,000	$ 2,000	$ 2,000	$ 655,250	$ 662,000	$662,000
Weighted average interest rate	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Mediacom Communications Corporation:

We have audited the accompanying consolidated balance sheets of Mediacom Communications Corporation (a Delaware corporation) and subsidiaries as of December 31, 2000 and 1999, and the related consolidated statements of operations, changes in stockholders' equity and cash flows for each of the three years in the period then ended December 31, 2000. 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 auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit 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 financial position of Mediacom Communications Corporation and its subsidiaries as of December 31, 2000 and 1999, and the results of their operations and their cash flows for each of the three years in the period then ended December 31, 2000 in conformity with accounting principles generally accepted in the United States.

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
February 16, 2001

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(All dollar amounts in 000's)

	December 31, 2000	December 31, 1999
ASSETS		
Cash and cash equivalents	$ 4,152	$ 4,473
Subscriber accounts receivable, net of allowance for doubtful accounts of $932 and $772, respectively	13,500	12,149
Prepaid expenses and other assets	4,255	4,376
Investments	3,985	8,794
Investment in cable television systems:		
Inventory	14,131	12,384
Property, plant and equipment, at cost	841,549	700,696
Less: accumulated depreciation	(204,617)	(101,693)
Property, plant and equipment, net	636,932	599,003
Intangible assets, net of accumulated amortization of $125,181 and $56,171, respectively	686,009	588,103
Total investment in cable television systems	1,337,072	1,199,490
Other assets, net of accumulated amortization of $5,749 and $6,343, respectively	17,008	43,599
Total assets	$ 1,379,972	$ 1,272,881
LIABILITIES AND STOCKHOLDERS' EQUITY		
LIABILITIES		
Debt	$ 987,000	$ 1,139,000
Accounts payable and accrued expenses	81,140	57,183
Subscriber advances	3,886	3,188
Deferred revenue	40,510	18,895
Deferred tax liability	5,815	--
Total liabilities	$ 1,118,351	$ 1,218,266
STOCKHOLDERS' EQUITY		
Class A common stock, $.01 par value; 300,000,000 shares authorized; 60,601,001 shares issued and outstanding as of December 31, 2000	606	--
Class B common stock, $.01 par value; 100,000,000 shares authorized; 29,342,990 shares issued and outstanding as of December 31, 2000	293	--
Additional paid-in capital	538,642	--
Capital contributions	--	182,013
Accumulated comprehensive (loss) income	(414)	261
Accumulated deficit	(277,506)	(127,659)
Total stockholders' equity	261,621	54,615
Total liabilities and stockholders' equity	$ 1,379,972	$ 1,272,881

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

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(All amounts in 000's, except per share amounts)

	Years Ended December 31,		
	2000	1999	1998
Revenues	$ 332,050	$ 176,052	$ 129,297
Costs and expenses:			
Service costs	114,234	58,058	43,849
Selling, general and administrative expenses	55,820	32,949	25,596
Corporate expenses	6,029	6,951	5,797
Depreciation and amortization	178,331	101,065	65,793
Non-cash stock charges	28,254	15,445	--
Operating loss	(50,618)	(38,416)	(11,738)
Interest expense, net	68,955	37,817	23,994
Other expenses	30,024	5,087	4,058
Net loss before income taxes	$(149,597)	$ (81,320)	$ (39,790)
Provision for income taxes	250	--	--
Net loss	$(149,847)	$ (81,320)	$ (39,790)
Basic and diluted loss per share	$ (1.79)	$ (7.82)	$ (5.28)
Weighted average common shares outstanding	83,803	10,404	7,538

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

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(All dollar amounts in 000's)

	Class A Common Stock	Class B Common Stock	Additional Paid-In Capital	Capital Contributions	Accumulated Comprehensive (Loss) Income	Accumulated Deficit	Total
Balance, December 31, 1997	$ --	$ --	$ --	$ 30,990	$ --	$ (6,549)	$ 24,441
Comprehensive loss:							
Net loss	--	--	--	--	--	(39,790)	
Comprehensive loss							$ (39,790)
Members' contributions	--	--	--	94,000	--	--	94,000
Balance, December 31, 1998	--	--	--	$ 124,990	--	$ (46,339)	$ 78,651
Comprehensive loss:							
Net loss	--	--	--	--	--	(81,320)	
Unrealized gain on investments	--	--	--	--	261	--	
Comprehensive loss							$ (81,059)
Members' contributions	--	--	--	10,500	--	--	10,500
Non-cash contributions	--	--	--	6,606	--	--	6,606
Non-cash contribution for the reduction of management fees	--	--	--	25,100	--	--	25,100
Equity issued to management	--	--	--	27,016	--	--	27,016
Non-vested portion of equity granted to management	--	--	--	(12,199)	--	--	(12,199)
Balance, December 31, 1999	$ --	$ --	$ --	$ 182,013	$ 261	$(127,659)	$ 54,615
Comprehensive loss:							
Net loss	--	--	--	--	--	(149,847)	
Unrealized loss on investments, net of deferred taxes	--	--	--	--	(675)	--	
Comprehensive loss							$(150,522)
Issuance of common stock in exchange for membership interests	407	293	181,313	(182,013)	--	--	--
Issuance of common stock in initial public offering, net of issuance costs	200	--	353,895	--	--	--	354,095
Issuance of common stock in employee stock purchase plan	--	--	310	--	--	--	310
Repurchase of Class A common stock	(1)	--	(657)	--	--	--	(658)
Vesting of equity granted to management, net of forfeiture	--	--	3,781	--	--	--	3,781
Balance, December 31, 2000	$ 606	$ 293	$ 538,642	$ --	$ (414)	$(277,506)	$ 261,621

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

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(All dollar amounts in 000's)

	Years Ended December 31,		
	2000	1999	1998
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:			
Net loss	$(149,847)	$ (81,320)	$ (39,790)
Adjustments to reconcile net loss to net cash flows from operating activities:			
Accretion of interest on seller note	--	225	287
Depreciation and amortization	178,331	101,065	65,793
Impairment of available-for-sale securities	28,488	--	--
Vesting of management stock	3,781	14,817	
Other non-cash charges	24,473	7,234	--
Amortization of SoftNet revenue	(2,502)	(142)	--
Changes in assets and liabilities, net of effects from acquisitions:			
Subscriber accounts receivable	(980)	429	(1,437)
Prepaid expenses and other assets	491	(2,211)	329
Accounts payable and accrued expenses	13,296	13,031	27,522
Subscriber advances	320	480	852
Deferred revenue	(324)	608	--
Net cash flows provided by operating activities	95,527	54,216	53,556
CASH FLOWS USED IN INVESTING ACTIVITIES:			
Capital expenditures	(183,518)	(86,669)	(53,721)
Acquisitions of cable television systems	(112,142)	(764,253)	(343,330)
Other, net	(1,450)	(626)	(34)
Net cash flows used in investing activities	(297,110)	(851,548)	(397,085)
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES:			
New borrowings	318,000	995,700	488,200
Repayment of debt	(470,000)	(194,830)	(223,350)
Net proceeds from sale of Class A common stock	354,095	--	--
Issuance of common stock in employee stock purchase plan	310	--	--
Repurchase of Class A common stock	(658)	--	--
Capital contributions	--	10,500	94,000
Financing costs	(485)	(11,777)	(14,136)
Net cash flows provided by financing activities	201,262	799,593	344,714
Net (decrease) increase in cash and cash equivalents	(321)	2,261	1,185
CASH AND CASH EQUIVALENTS, beginning of year	4,473	2,212	1,027
CASH AND CASH EQUIVALENTS, end of year	$ 4,152	$ 4,473	$ 2,212
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid during the year for interest	$ 74,811	$ 28,639	$ 21,127
Cash paid during the year for taxes	$ 50	$ --	$ --

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) Organization

Mediacom Communications Corporation ("MCC," and collectively with its direct and indirect subsidiaries, the "Company") is involved in the acquisition and development of cable television systems serving principally non-metropolitan markets. Through these cable systems, the Company provides entertainment, information and telecommunications services to its subscribers. As of December 31, 2000, the Company had acquired and was operating cable systems in 22 states, principally Alabama, California, Florida, Illinois, Indiana, Iowa, Kentucky, Minnesota, Missouri and North Carolina.

MCC was organized in November 1999 as a Delaware corporation and completed an initial public offering on February 9, 2000. Prior to the initial public offering, MCC had no assets, liabilities, contingent liabilities or operations. Immediately prior to the completion of its initial public offering, MCC issued shares of its Class A and Class B common stock in exchange for all of the outstanding membership interests in Mediacom LLC, a New York limited liability company organized in July 1995. Mediacom LLC commenced operations in March 1996 and serves as a holding company for the Company's operating subsidiaries. Each operating subsidiary is wholly-owned by Mediacom LLC, except for a 1.0% ownership interest in a subsidiary, Mediacom California LLC, that is held by Mediacom Management Corporation ("Mediacom Management").

Prior to February 9, 2000, Mediacom LLC conducted its affairs pursuant to an amended and restated operating agreement among its members. Pursuant to this amended and restated operating agreement, net losses were generally allocated first to the Commisso Members (the "Primary Members"), as defined therein, including the Chairman and Chief Executive Officer of MCC (the "Manager"), and the balance of the net losses to the other members ratably in accordance with their respective membership units. On February 9, 2000, the amended and restated operating agreement was further amended to reflect MCC as the sole member and manager of Mediacom LLC.

(2) Summary of Significant Accounting Policies

Basis of Preparation of Consolidated Financial Statements

The consolidated financial statements include the accounts of MCC and its subsidiaries. All significant intercompany transactions and balances have been eliminated. The preparation of the consolidated 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.

Revenue Recognition

Revenues include amounts billed to customers for services provided, installations, advertising and others. Revenues from basic, premium, pay-per-view and data services are recognized when the services are provided to the customers. Installation revenues are recognized to the extent of direct selling costs incurred. Additional installation revenues collected, if any, are deferred and amortized to income over the estimated average life of a subscriber. Advertising sales are recognized in the period that the advertisements are exhibited. Franchise fees are collected on a monthly basis and are periodically remitted to local franchise authorities. Franchise fees collected and paid are reported as revenues and expenses.

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.

Investments

Investments consist of equity securities. Management classifies these securities as available-for-sale securities under the provisions defined in the Statement of Financial Accounting Standards No. 115, "Accounting for Certain Investments in Debt and Equity Securities." Available-for-sale securities are carried at market value, with unrealized gains and losses reported as a component of accumulated comprehensive income. If a decline in the fair value of the security is judged to be other than temporary, a realized loss will be recorded.

Inventory

Inventory consists primarily of fiber-optic cable, coaxial cable, electronics, hardware and miscellaneous tools and are stated at the lower of cost or market. Cost is determined using the average cost method.

Property, Plant and Equipment

Property, plant and equipment is recorded at purchased and capitalized cost. The Company capitalizes a portion of direct and indirect costs related to the construction, replacement and installation of property, plant and equipment. The Company capitalized interest of approximately $5.3 million and $1.8 million for the years ended December 31, 2000 and 1999, respectively. Capitalized costs are charged to property, plant and equipment and depreciated over the life of the related assets.

Amounts incurred for repairs and maintenance are charged to operations in the period incurred.

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 ("SFAS 121"), "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of." 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 financing costs of approximately $17.0 million and $19.1 million and a deferred stock expense of approximately $0 and $24.5 million as of December 31, 2000 and 1999, respectively. Financing costs incurred to raise debt are deferred and amortized over the expected term of such financings. The deferred stock expense was recognized during 2000 as a non-cash stock charge in the consolidated statements of operations. (See Note 10).

Comprehensive Loss

During 1999, the Company adopted Statement of Financial Accounting Standards No. 130,"Reporting Comprehensive Income," which establishes standards for reporting and displaying comprehensive income and its components in the consolidated financial statements. In accordance with SFAS 130, the Company records temporary unrealized gains and losses on investments as a component of accumulated comprehensive income.

Income Taxes

Prior to MCC's initial public offering, Mediacom LLC, the predecessor company to MCC, was a New York limited liability company and was not required to account for income taxes. Currently, the Company recognizes deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. (See Note 9).

Stock Options

The Company accounts for its stock option plans under Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees"("APB 25"). See Note 16 for pro forma information relating to treatment of the Company's stock option plans under Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123").

Segment Reporting

In accordance with SFAS No. 131, "Disclosure about Segments of an Enterprise and Related Information," segments have been identified based upon management responsibility. Management has identified one reportable segment, cable services.

Reclassifications

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

Recent Accounting Pronouncements

In June 1998, Statement of Financial Accounting Standards No. 133 ("SFAS 133"), "Accounting for Derivative Instruments and Hedging Activities," was issued effective January 1, 2001. This statement establishes the accounting and reporting standards for derivatives and hedging activity. Upon adoption of SFAS 133, all derivatives are required to be recognized in the statement of financial position as either assets or liabilities and measured at fair value. The Company estimates the impact of the adoption of SFAS 133, as amended, will result in an after tax charge of approximately $1.6 million which will be reflected as a change in accounting principle in 2001.

In March 1999, the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin No. 101 ("SAB 101"). SAB 101 summarizes certain areas of the SEC's views in applying generally accepted accounting principles to revenue recognition in financial statements. SAB 101 does not apply to the Company's basic cable television business. The Company will continue to account for revenues based upon Statement of Financial Accounting Standards No. 51, "Financial Reporting by Cable Television Companies." SAB 101 will not have a material impact on the Company's results of operations and consolidated financial statements.

In March 2000, the Financial Accounting Standards Board issued FASB Interpretation No. 44, "Accounting for Certain Transactions Involving Stock Compensation, an interpretation of APB Opinion No. 25" ("FIN 44"). FIN 44 clarifies the application of APB Opinion No. 25 and is effective July 1, 2000, but certain conclusions in FIN 44 cover specific events as if they had occurred after either December 15, 1998 or January 12, 2000. The application of FIN 44 does not have a material impact on the Company's results of operations and consolidated financial statements.

(3) Loss per Share

The Company calculates loss per share in accordance with Statement Financial of Accounting Standards No. 128 ("SFAS 128"), "Earnings per Share." SFAS 128 computes basic loss per share by dividing the net loss by the weighted average number of shares of common stock outstanding during the period. Diluted loss per share is computed by dividing the net loss by the weighted average number of shares of common stock outstanding during the period plus the effects of any potentially dilutive securities. The Company does not have any additional securities outstanding that would have a dilutive effect on the weighted average common shares outstanding. The effect of stock options was anti-dilutive because the Company generated net losses for the periods presented. Accordingly, diluted loss per share equaled basic loss per share.

The following table summarizes the Company's calculation of basic and diluted loss per share for the years ended December 31, 2000, 1999 and 1998:

	2000	1999	1998
	(in thousands, except per share amounts)		
Net loss	$(149,847)	$(81,320)	$(39,790)
Basic and diluted loss per share	$ (1.79)	$ (7.82)	$ (5.28)
Weighted average common shares outstanding	83,803	10,404	7,538

The weighted average shares outstanding for the years ended December 31, 1999 and 1998 is computed based on the conversion ratio used to exchange Mediacom LLC's membership units for shares of MCC's common stock upon MCC's initial public offering. (See Note 15).

(4) Acquisitions

The Company has completed the undernoted acquisitions (the "Acquired Systems") in 2000 and 1999. These acquisitions were accounted for using the purchase method of accounting, and accordingly, the purchase price of these Acquired Systems has 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.

2000

During 2000, the Company completed nine acquisitions of cable systems serving 53,000 basic subscribers for an aggregate purchase price of $109.2 million, including a $2.5 million deferred conditional payment to a seller. The cable systems serve communities in Alabama, Illinois, Iowa, Kentucky, Minnesota and South Dakota. The aggregate purchase price has been allocated as follows: approximately $48.2 million to property, plant and equipment, and approximately $58.5 million to intangible assets. Additionally, approximately $2.7 million of direct acquisition costs have been allocated to property, plant and equipment and intangible assets. These acquisitions were financed with borrowings under the Company's credit facilities. (See Note 7).

1999

On October 15, 1999, the Company acquired the stock of Zylstra Communications Corporation (the "Zylstra Systems"), for a purchase price of approximately $19.5 million. Zylstra owned and operated cable systems serving approximately 14,000 subscribers in Iowa, Minnesota and South Dakota. The purchase price has been allocated as follows: $7.8 million to property, plant and equipment, and $11.7 million to intangible assets. Additionally, approximately $400,000 of direct acquisition costs has been allocated to property, plant and equipment and intangible assets. The Zylstra acquisition was financed with borrowings under the Company's credit facilities. (See Note 7).

On November 5, 1999, the Company acquired the assets of cable systems owned by Triax Midwest Associates, L.P. (the "Triax Systems"), for a purchase price of approximately $740.1 million. The Triax Systems served approximately 344,000 subscribers primarily in Illinois, Indiana, and Minnesota. The purchase price has been allocated based on an independent appraisal as follows: $198.3 million to property, plant and equipment, and $541.8 million to intangible assets. Additionally, approximately $13.5 million of direct acquisition costs has been allocated to property, plant and equipment, intangible assets and other assets. The Triax acquisition was financed with $10.5 million of additional equity contributions from Mediacom LLC's members and borrowings under the Company's credit facilities. (See Notes 7 and 8).

Summarized below are the pro forma unaudited results of operations for the years ended December 31, 2000 and 1999, assuming the purchase of the Acquired Systems had been consummated as of January 1, 1999. Adjustments have been made to: (i) depreciation and amortization reflecting the fair value of the assets acquired; and (ii) interest expense reflecting the debt incurred to finance the acquisitions. The pro forma results may not be indicative of the results that would have occurred if the acquisitions had been completed on the date indicated or which may be obtained in the future.

	2000	1999
	(in thousands, except per share amounts) (unaudited)	
Revenues	$ 348,391	$ 318,086
Operating loss	(50,923)	(39,013)
Net loss	(151,106)	(139,005)
Basic and diluted loss per share	$ (1.80)	$ (13.36)
Weighted average common shares outstanding	83,803	10,404

(5) Property, Plant and Equipment

As of December 31, 2000 and 1999, property, plant and equipment consisted of:

	2000	1999
	(dollars in thousands)	
Land and land improvements	$ 578	$ 414
Buildings and leasehold improvements	12,024	6,171
Cable systems, equipment and subscriber devices	802,450	682,305
Vehicles	17,898	7,211
Furniture, fixtures and office equipment	8,599	4,595
	$ 841,549	$ 700,696
Accumulated depreciation	(204,617)	(101,693)
	$ 636,932	$ 599,003

Depreciation expense for the years ended December 31, 2000, 1999 and 1998 was approximately $107.0 million, $59.2 million and $39.7 million, respectively.

(6) Intangible Assets

The following table summarizes the net asset value for each intangible asset category as of December 31, 2000 and 1999 (dollars in thousands):

2000	Gross Asset Value	Accumulated Amortization	Net Asset Value
Franchising costs	$651,952	$ 59,151	$592,801
Goodwill	19,514	1,990	17,524
Subscriber lists	134,024	60,668	73,356
Covenants not to compete	5,700	3,372	2,328
	$811,190	$125,181	$686,009

1999	Gross Asset Value	Accumulated Amortization	Net Asset Value
Franchising costs	$539,221	$ 18,174	$521,047
Goodwill	8,447	1,163	7,284
Subscriber list	91,746	34,552	57,194
Covenants not to compete	4,860	2,282	2,578
	$644,274	$ 56,171	$588,103

Amortization expense for the years ended December 31, 2000, 1999 and 1998 was approximately $71.3 million, $41.9 million and $26.1 million, respectively.

(7) Debt

As of December 31, 2000 and 1999, debt consisted of:

	2000	1999
	(dollars in thousands)	
8 1/2% Senior Notes(a)	$200,000	$ 200,000
7 7/8% Senior Notes(b)	125,000	125,000
Bank Credit Agreements(c)	662,000	814,000
	$987,000	$1,139,000

(a) On April 1, 1998, Mediacom LLC and its wholly-owned subsidiary, Mediacom Capital Corporation, a Delaware corporation, jointly issued $200.0 million aggregate principal amount of 8 1/2% senior notes due on April 15, 2008 (the "8 1/2% Senior Notes"). 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. The Company was in compliance with the indenture governing the 8 1/2% Senior Notes as of December 31, 2000.

(b) On February 26, 1999, Mediacom LLC and Mediacom Capital jointly issued $125.0 million aggregate principal amount of 7 7/8% senior notes due on February 15, 2011 (the "7 7/8% Senior Notes"). The 7 7/8% Senior Notes are unsecured obligations of the Company, and the indenture for the 7 7/8% 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. The Company was in compliance with the indenture governing the 7 7/8% Senior Notes as of December 31, 2000.

(c) On September 30, 1999, the Company entered into credit facilities in the aggregate amount of $550.0 million, consisting of a $450.0 million reducing revolving credit facility and a $100.0 million term loan (the "Mediacom USA Credit Agreement"). The revolving credit facility expires on March 31, 2008, subject to earlier expiration on June 30, 2007 if Mediacom LLC does not refinance the 8 1/2% Senior Notes by March 31, 2007. The term loan is due and payable on September 30, 2008, and is subject to repayment on September 30, 2007 if Mediacom LLC does not refinance the 8 1/2% Senior Notes by March 31, 2007. The reducing revolving credit facility makes 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, 2002, ranging from 1.25% to 17.50% of the original commitment amount of the reducing revolver. The Mediacom USA Credit Agreement requires mandatory reductions of the reducing revolver facility from excess cash flow, as defined therein, beginning December 31, 2002. The Mediacom USA Credit Agreement provides for interest at varying rates based upon various borrowing options and the attainment of certain financial ratios, and for commitment fees of 1/4% to 3/8% per annum on the unused portion of available credit under the reducing revolver credit facility.

On November 5, 1999, the Company entered into other credit facilities in the aggregate amount of $550.0 million, consisting of a $450.0 million reducing revolving credit facility and a $100.0 million term loan (the "Mediacom Midwest Credit Agreement", and together with the Mediacom USA Credit Agreement, the "Bank Credit Agreements"). The revolving credit facility expires on June 30, 2008, subject to earlier expiration on September 30, 2007 if Mediacom LLC does not refinance the 8 1/2% Senior Notes by March 31, 2007. The term loan is due and payable on December 31, 2008, and is subject to repayment on December 31, 2007 if Mediacom LLC does not refinance the 8 1/2% Senior Notes by March 31, 2007. The reducing revolving credit facility makes 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, 2002, ranging from 1.25% to 8.75% of the original commitment amount of the reducing revolver. The Mediacom Midwest Credit Agreement requires mandatory reductions of the reducing revolver facility from excess cash flow, as defined therein, beginning December 31, 2002. The Midwest Credit Agreement provides for interest at varying rates

based upon various borrowing options and the attainment of certain financial ratios, and for commitment fees of 1/4% to 3/8% per annum on the unused portion of available credit under the reducing revolver credit facility.

The Bank Credit Agreements require the Company to maintain compliance with certain financial covenants including, but not limited to, leverage, interest coverage and pro forma debt service coverage ratios, as defined therein. The Bank Credit Agreements also require the Company 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 of the Bank Credit Agreements as of December 31, 2000.

The Bank Credit Agreements are secured by Mediacom LLC's pledge of all its ownership interests in its operating subsidiaries and is guaranteed by Mediacom LLC on a limited recourse basis to the extent of such ownership interests. At December 31, 2000, the Company had $436.6 million of unused bank commitments under the Bank Credit Agreements.

The average interest rate on debt outstanding under the Bank Credit Agreements was 8.3% and 8.0% for the three months ended December 31, 2000 and December 31, 1999, respectively, before giving effect to the interest rate swap agreements discussed below.

The Company uses interest rate swap agreements in order to fix the interest rate for the duration of the contract to hedge against interest rate volatility. As of December 31, 2000, the Company had interest rate exchange agreements with various banks pursuant to which the interest rate on $170.0 million is fixed at a weighted average swap rate of approximately 6.7%, plus the average applicable margin over the Eurodollar Rate option under our bank credit agreement. Under the terms of the interest rate exchange agreements, which expire from 2002 through 2004, the Company is exposed to credit loss in the event of nonperformance by the other parties to the interest rate exchange agreements. However, the Company does not anticipate nonperformance by the counterparties

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, 2000, the Company would have paid approximately $1.6 million if the swaps were terminated, inclusive of accrued interest.

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 approximates the carrying value. The fair value at December 31, 2000 of the 8 1/2% Senior Notes and the 7 7/8% Senior Notes was approximately $187.0 million and $107.0 million, respectively.

The stated maturities of all debt outstanding as of December 31, 2000 are as follows (dollars in thousands):

2001	$ --
2002	750
2003	2,000
2004	2,000
2005	2,000
Thereafter	980,250
	$987,000

(8) Stockholders' Equity

On February 9, 2000, MCC completed an initial public offering of 20,000,000 shares of Class A common stock at $19.00 per share. The net proceeds, after underwriting discounts and other expenses of approximately $25.9 million, were $354.1 million. Immediately prior to the completion of the initial public offering, MCC issued 40,657,010 shares of Class A common stock and 29,342,990 shares of Class B common stock in exchange for all the outstanding membership interests in Mediacom LLC. For the years ended December 31, 1999 and 1998, Mediacom LLC received equity contributions from its members of $10.5 million and $94.0 million, respectively.

In May 2000, the Company announced that its Board of Directors had authorized a repurchase program pursuant to which MCC may purchase up to $50.0 million of its Class A common stock, in the open market or through privately negotiated transactions, subject to certain restrictions and market conditions. During 2000, MCC repurchased 80,000 shares of its Class A common stock for an aggregate cost of $658,000 at share prices ranging from $8.00 to $10.75 per share.

As of December 20, 1999, the Board of Directors of the Company adopted the 1999 Employee Stock Purchase Plan ("ESPP"). Under this plan, all employees were allowed to participate in the purchase of MCC's Class A Common Stock at a 15% discount on the date of the allocation. On July 31, 2000, approximately 24,000 shares were purchased by the participants of the ESPP with net proceeds to the Company of approximately $310,000. Compensation was not recorded on the distribution of these shares in accordance with Accounting Principles Board No. 25, "Accounting for Stock Issued to Employees" ("APB 25").

(9) Income Tax

The accompanying consolidated statements of operations for the year ended December 31, 2000 include a provision for income taxes of approximately $250,000. This provision relates to minimum state and local taxes and capital taxes that the Company is required to pay in certain jurisdictions. Since Mediacom LLC, the predecessor company to MCC, was a New York limited liability company and not subject to federal or state income taxes, no provision for income taxes was recorded for the year ended December 31, 1999 and 1998. At December 31, 2000, the Company had net operating loss carry-forwards of approximately $101.2 million which will expire in 2020. The tax benefit of such operating loss carry-forwards will be credited to income when realization is considered more likely than not.

A reconciliation of the income tax provision at the United States federal statutory rate to the actual income tax expense for the year ended December 31, 2000 is as follows (dollars in thousands):

Tax benefit at the United States statutory rate	$(52,359)
Compensation due to issuance of stock	11,423
State taxes, net of federal tax benefit	250
Other	5
Losses not benefited	40,931
Total income tax provision	$ 250

The Company's net deferred tax liability consisted of the following amounts of deferred tax assets and liabilities as of December 31, 2000 (dollars in thousands):

Deferred tax asset:	
Deferred revenue	$ 13,949
Tax over book basis of intangible assets	16,832
Realized loss on marketable securities	11,518
Unrealized loss on marketable securities	180
Reserves and other	2,306
Net operating loss carryforwards	40,931
Gross tax assets	85,716
Less: Valuation allowance	(29,011)
Deferred tax assets	$ 56,705
Deferred tax liabilities:	
Book over tax basis of depreciable assets	$ 50,890
Deferred tax liability	$ 50,890
Net deferred tax liability	$ 5,815

(10) Related Party Transactions

Prior to MCC's initial public offering in February 2000, separate management agreements with each of Mediacom LLC's operating subsidiaries provided for Mediacom Management to be paid compensation for management services performed for the Company. Until November 19, 1999, under such agreements, Mediacom Management was entitled to receive annual management fees calculated as follows: (i) 5.0% of the first $50.0 million of annual gross operating revenues of the Company; (ii) 4.5% of such revenues in excess thereof up to $75.0 million; and (iii) 4.0% of such revenues in excess of $75.0 million. Effective November 19, 1999, the management agreements with Mediacom Management were amended in connection with an amendment to Mediacom LLC's operating agreement to provide annual management fees equal to 2.0% of annual gross revenues. In connection with this amendment to Mediacom LLC's operating agreement, Mediacom Management also agreed to waive all management fees incurred from July 1, 1999 through November 19, 1999 by Mediacom LLC's operating subsidiaries in the amount of approximately $2.8 million. The amount waived is included in capital contributions in the consolidated balance sheets. Upon MCC's initial public offering in February 2000, all management agreements with Mediacom Management were terminated. The Company incurred management fees under the agreements with Mediacom Management of approximately $559,000, $7.0 million (including the $2.8 million waived) and $5.8 million for the years ended December 31, 2000, 1999 and 1998, respectively.

Also in connection with this amendment to the operating agreement, the Company recorded a deferred stock expense in 1999 of approximately $25.1 million for which additional membership units of Mediacom LLC were issued to the Manager. This deferred expense represented the future benefit of reduced management fees. During 1999, the Company recorded a non-cash stock charge of approximately $628,000 in its consolidated statements of operations for the amortization of the future benefit. The remaining balance of approximately $24.5 million was recognized as a non-cash expense during the year ended December 31, 2000 as a result of MCC's initial public offering and the termination of all management agreements with Mediacom Management. (See Note 15).

Mediacom Management also agreed to waive its right to all future acquisition fees, including the $3.8 million fee related to the acquisitions of the Triax and Zylstra systems during 1999, as part of this amendment to the operating agreement described above. For the years ended December 31, 1999 and 1998, the Company incurred acquisition fees of approximately $3.8 million and $3.3 million, respectively. Acquisition fees are included in other expenses in the consolidated statements of operations. Mediacom Management is wholly-owned by the Chairman and Chief Executive Officer of MCC.

Certain of the Company's shareholders are financial institutions who perform various investment banking and commercial banking services. For the years ended December 31, 2000, 1999 and 1998, the Company paid approximately $450,000, $8.9 million and $10.2 million for services performed, respectively.

(11) Employee Benefit Plans

Substantially all employees of the Company are eligible to participate in a deferred arrangement pursuant to the Internal Revenue Code 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 $627,000, $302,000 and $264,000 for the years ended December 31, 2000, 1999 and 1998, respectively.

(12) Commitments and Contingencies

Under various lease and rental agreements for offices, warehouses and computer terminals, the Company had rental expense of approximately $2.5 million, $1.3 million and $588,000 for the years ended December 31, 2000, 1999 and 1998, respectively. Future minimum annual rental payments are as follows (dollars in thousands):

2001	$2,146
2002	1,717
2003	1,120
2004	902
2005	752

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 $3.0 million, $1.8 million and $1.7 million for the years ended December 31, 2000, 1999 and 1998, respectively.

As of December 31, 2000, approximately $1.4 million of letters of credit were issued in favor of various parties to secure the Company's performance relating to insurance and franchise requirements and pole rentals.

Legal Proceedings

On November 3, 2000, the Company resolved litigation brought against it by Grey Advertising, Inc. ("Grey") in January 2000. MCC and Grey entered into a final settlement agreement that involves no monetary payments by either party and that permits MCC and its subsidiaries to continue to use the name "Mediacom" in accordance with the terms of their confidential agreement.

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

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 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 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 or Congress will enact legislation to effect the same outcome.

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.

(13) SoftNet

In November 1999, the Company completed an agreement with SoftNet Systems, Inc. ("SoftNet") to deploy SoftNet's high-speed Internet access services throughout the Company's cable television systems. In addition to a revenue sharing arrangement with SoftNet, the Company received 3.5 million shares of SoftNet's common stock of which approximately 2.2 million shares were vested and non-forfeitable as of December 31, 2000. Upon vesting into shares of SoftNet common stock pursuant to the SoftNet agreement, the Company recorded deferred revenue. As of December 31, 2000 and 1999, this deferred revenue amounted to approximately $30.2 million and $8.4 million, respectively, net of amortization recorded. The Company is recognizing this deferred revenue over the life of the SoftNet agreement. For the years ended December 31, 2000 and 1999, the Company recognized such revenue of approximately $2.5 million and $142,000, respectively.

For the year ended December 31, 2000, relating to the decline in value of the Company's investment in SoftNet common stock that was deemed other than temporary, the Company recorded a non-cash charge of approximately $28.5 million as a realized loss in other expenses in its consolidated statements of operations.

(14) Employment Arrangements

During 1999, the Company recorded a deferred non-cash stock expense of approximately $27.0 million relating to the grant of membership units of Mediacom LLC to certain members of management for past and future services. These units will vest over five years and are subject to forfeiture penalties during the three year period between the date the membership units become vested and the date the employee leaves the Company. Forfeited units will revert to the Manager. At MCC's initial public offering, all outstanding membership units were redeemed and converted to common shares of MCC. Future vesting under these employment arrangements will be in common shares of MCC (See Note 15). For the years ended December 31, 2000 and 1999, Mediacom LLC recorded a non-cash stock charge of approximately $3.8 million and $14.8 million, respectively, in its consolidated statements of operations, relating to the vested and non-forfeitable membership units. As of December 31, 2000 and 1999, the balance of approximately $8.4 and $12.2 million, respectively, relating to the non-vested and forfeitable membership units, was recorded as additional paid in capital in the consolidated balance sheets and is being amortized as a non-cash stock expense over a period of five to eight years.

(15) Events Relating to Initial Public Offering

Prior to MCC's initial public offering on February 9, 2000, additional membership interests were issued to all members of Mediacom LLC in accordance with a formula set forth in the amended and restated operating agreement, which was based upon a valuation of Mediacom LLC established at the time of the initial public offering. A provision in the operating agreement eliminated a certain portion of the special allocation of membership interests awarded to Primary Members based upon a valuation of Mediacom LLC. In connection with the removal of these specified special allocation provisions and the amendments to Mediacom LLC's management agreements with Mediacom Management effective November 19, 1999 (See Note 10), the Primary Members were issued new membership interests in Mediacom LLC immediately prior to the initial public offering representing 16.5% of the aggregate equity value of Mediacom LLC. These newly issued membership interests were exchanged for shares of MCC Class B common stock immediately prior to the completion of the initial public offering.

The management agreements between Mediacom Management and each of MCC's operating subsidiaries were terminated at the time of the initial public offering and Mediacom Management's employees became MCC's employees and its corporate expense became MCC's corporate expense. The management fee expenses recorded prior to the initial public offering are reflected as corporate expenses in the consolidated statements of operations.

As a result of the initial public offering and the termination of the management agreements with Mediacom Management, a deferred non-cash stock expense of $24.5 million was recorded, relating to future benefits associated with the continuation of such management agreements. This charge was recorded for the year ended December 31, 2000 as a non-cash stock charge in the consolidated statements of operations. Mediacom Management is wholly-owned by the Chairman and Chief Executive Officer of MCC.

(16) Stock Options

As of December 20, 1999, the Board of Directors of the Company adopted the 1999 Stock Option Plan for officers, directors and employees. Options granted under this plan have a ten-year life and vest at various times over a five-year period. Our Board of Directors authorized 9,000,000 shares of common stock to be granted as options under this plan. A maximum of 7,000,000 of these shares of common stock may be granted as incentive stock options. As of December 31, 2000, options for 3,011,000 shares (the "Employee Options") had been granted under the 1999 Stock Option Plan, consisting of 2,062,108 shares of Class A common stock and 948,892 shares of Class B common stock.

In addition to the above stock option grants, immediately prior to the completion of the initial public offering, the Primary Members received options to purchase 7,200,000 shares of Class B common stock in exchange for the elimination of the balance of the provision providing for a special allocation of membership interests in Mediacom LLC. With the exception of such options held by the Manager to purchase approximately 6,900,000 shares of common stock, such options: (i) vest over five years which vesting period is deemed to have commenced for these Primary Members on various dates prior to the initial public offering; and (ii) are subject to forfeiture penalties to the Manager during the three year period between the date the options become vested and the date the Primary Member terminates employment with the Company. The options to purchase 6,900,000 shares of common stock held by the Manager were fully vested upon completion of the initial public offering.

The following table summarizes information concerning stock option activity as of December 31, 2000:

	Shares	Average Price
Outstanding at January 1, 2000	--	--
Granted	10,211,000	$ 18.93
Exercised	--	--
Forfeited	(303,990)	$ 19.00
Outstanding at end of period	9,907,010	$ 18.93
Options exercisable at end of period	8,187,041	$ 19.00
Weighted average fair value of options granted during period		$ 10.13

MCC applied APB 25 in accounting for stock options granted to employees and directors. Accordingly, no compensation cost has been recognized for any option grants in the accompanying statements of operations since the price of the options was at their fair market value at the date of grant. FASB Statement No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"), requires that information be determined as if the Company had accounted for employee stock options under the fair value method of this statement, including disclosing pro forma information regarding net loss and loss per share. The weighted average fair value of all of the Employee Options was estimated on the date of grant using the Black-Scholes model with the following weighted average assumptions: (i) risk free average interest rate of 6.2%; (ii) expected dividend yields of 0%; (iii) expected lives of 6 years; and (iv) expected volatility of 45%. Had compensation costs been recorded for the Employee Options under SFAS 123, MCC's net loss and basic and diluted loss per share would have been increased from the "as reported" amounts to the "pro forma" amounts as follows:

	Years Ended December 31, 2000	Years Ended December 31, 1999
	(in thousands, except per share amounts)	
Net loss:		
As reported	$ (149,847)	$ (81,320)
Pro forma	$ (159,499)	$ (81,320)
Basic and diluted loss per share:		
As reported	$ (1.79)	$ (7.82)
Pro forma	$ (1.90)	$ (7.82)

Excluded from the above pro forma calculation are the 7,200,000 additional stock options issued to the Primary Members discussed above since these options were issued in exchange for consideration representing their fair value.

The following table summarizes information concerning stock options outstanding as of December 31, 2000:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number Outstanding at December 31, 2000	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Number Exercisable at December 31, 2000	Weighted-Average Exercise Price
$8.00 to $12.00	56,000	9.3 years	$ 8.43	--	--
$12.00 to $18.00	35,000	9.9 years	16.18	--	--
$19.00	9,816,010	5.4 years	19.00	8,187,041	$ 19.00
	9,907,010	5.5 years		8,187,041	

(17) Selected Quarterly Financial Data (Unaudited)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in thousands, except per share amounts)			
2000				
Revenues	$ 77,440	$ 82,595	$ 84,478	$ 87,537
Operating loss	(30,757)	(5,425)	(5,665)	(8,771)
Net loss	(54,226)	(18,708)	(22,965)	(53,948)
Basic and diluted loss per share	(0.83)	(0.21)	(.26)	(.60)
Weighted average common shares outstanding	65,223	89,974	89,936	89,944
1999				
Revenues	$ 36,000	$ 38,178	$ 39,052	$ 62,822
Operating loss	(5,093)	(4,425)	(6,943)	(21,955)
Net loss	(12,466)	(11,178)	(14,373)	(43,303)
Basic and diluted loss per share	(1.58)	(1.42)	(1.82)	(2.43)
Weighted average common shares outstanding	7,895	7,895	7,895	17,849

(18) Subsequent Events

As of January 31, 2001, the Company and SoftNet mutually agreed to terminate their affiliate relationship. The Company is in the process of transitioning its cable modem customers to the Excite@Home service. In the first quarter of 2001, the Company will recognize the deferred revenue that resulted from the Company's receipt of SoftNet shares in 1999 and the subsequent vesting thereof. Such deferred revenue will be recorded as other income in the Company's consolidated statements of operations.

On January 24, 2001, Mediacom LLC and Mediacom Capital completed an offering of $500.0 million of 9 1/2% senior notes due January 2013. Interest on the 9 1/2% senior notes will be payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 2001. Approximately $467.5 million of the net proceeds were used to repay a substantial portion of outstanding indebtedness under the Company's subsidiary credit facilities and related accrued interest. The balance of the net proceeds is being used for general corporate purposes.

On February 7, 2001, the Company filed a registration statement with the Securities and Exchange Commission under which it may sell any combination of common and preferred stock, debt securities, warrants and subscription rights, for a maximum aggregate amount of $1.0 billion. The Securities and Exchange Commission declared this registration statement effective on February 13, 2001.

On February 26, 2001, the Company entered into agreements with AT&T Broadband, LLC to acquire cable systems serving approximately 840,000 basic subscribers in Georgia, Illinois, Iowa, and Missouri, for an aggregate purchase price of $2.215 billion in cash, subject to closing adjustments. The Company expects to fund these acquisitions through a combination of new debt and equity financings and borrowings under the Company's subsidiary existing credit facilities. These pending transactions are expected to close in the second or third quarter of 2001, subject to customary closing conditions and the receipt of regulatory and other approvals.

Schedule II

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

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

	Balance at beginning of period	Additions charged to costs and expenses	Deductions	Balance at end of period
December 31, 1998				
Allowance for doubtful accounts				
Current receivables	$ 56	$1,694	$1,452	$ 298
Acquisition reserves(1)				
Accrued expenses	$ --	$4,120	$ --	$4,120
December 31, 1999				
Allowance for doubtful accounts				
Current receivables	$ 298	$ 975	$ 501	$ 772
Acquisition reserves(1)				
Accrued expenses	$4,120	$1,530	$ --	$5,650
December 31, 2000				
Allowance for doubtful accounts				
Current receivables	$ 772	$2,533	$2,373	$ 932
Acquisition reserves(1)				
Accrued expenses	$5,650	$2,134	$2,402	$5,382

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(1) Additions were recorded in connection with purchase accounting.

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

None

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information required by this Item is incorporated by reference to our Proxy Statement for the 2001 Annual Meeting of Stockholders.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is incorporated by reference to our Proxy Statement for the 2001 Annual Meeting of Stockholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this Item is incorporated by reference to our Proxy Statement for the 2001 Annual Meeting of Stockholders.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this Item is incorporated by reference to our Proxy Statement for the 2001 Annual Meeting of Stockholders.

PART IV

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

(a) Financial Statements

Our financial statements as set forth in the Index to Consolidated Financial Statements under Part II, Item 8 of this Form 10-K are hereby incorporated by reference.

(b) 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 Description
2.1	Asset Purchase Agreement, dated April 29, 1999 between Mediacom LLC and Triax Midwest Associates, L.P.(1)
2.2	Stock Purchase Agreement, dated May 25, 1999 among Mediacom LLC, Charles D. Zylstra, Kara M. Zylstra and Trusts created under the Will dated June 3, 1982 of Roger E. Zylstra, deceased, for the benefit of Charles D. Zylstra and Kara M. Zylstra (2)
2.3	Asset Purchase Agreement, dated February 26, 2001 among Mediacom Communications Corporation and the AT&T Broadband Parties (Central Missouri)
2.4	Asset Purchase Agreement, dated February 26, 2001 among Mediacom Communications Corporation and the AT&T Broadband Parties (Georgia)
2.5	Asset Purchase Agreement, dated February 26, 2001 among Mediacom Communications Corporation and the AT&T Broadband Parties (Iowa/Illinois)
2.6	Asset Purchase Agreement, dated February 26, 2001 among Mediacom Communications Corporation and the AT&T Broadband Parties (Southern Illinois)
3.1	Restated Certificate of Incorporation of Mediacom Communications Corporation (3)
3.2	By-laws of Mediacom Communications Corporation (3)
4.1	Form of certificate evidencing share of Class A common stock(3)
4.2	Indenture relating to 8 1/2% senior notes due 2008 of Mediacom LLC and Mediacom Capital Corporation (4)
4.3	Indenture relating to 7 7/8% senior notes due 2011 of Mediacom LLC and Mediacom Capital Corporation (5)
4.4	Indenture relating to 9 1/2% senior notes due 2013 of Mediacom LLC and Mediacom Capital Corporation
10.1(a)	Credit Agreement dated as of September 30, 1999 for the Mediacom USA Credit Facility (3)
10.1(b)	Amendment No. 1 dated December 17, 1999 between Mediacom Southeast LLC, Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC and The Chase Manhattan Bank, as administrative agent for the lenders.

10.1(c)	Amendment No. 2 dated February 4, 2000 between Mediacom Southeast LLC, Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC and The Chase Manhattan Bank, as administrative agent for the lenders.
10.2(a)	Credit Agreement dated as of November 5, 1999 for the Mediacom Midwest Credit Facility (3)
10.2(b)	Amendment No. 1 dated December 17, 1999 between Mediacom Illinois LLC, Mediacom Indiana LLC, Mediacom Iowa LLC, Mediacom Minnesota LLC, Mediacom Wisconsin LLC, Zylstra Communications Corporation and The Chase Manhattan Bank, as administrative agent for the lenders.
10.2(c)	Amendment No. 2 dated February 4, 2000 between Mediacom Illinois LLC, Mediacom Indiana LLC, Mediacom Iowa LLC, Mediacom Minnesota LLC, Mediacom Wisconsin LLC, Zylstra Communications Corporation and The Chase Manhattan Bank, as administrative agent for the lenders.
10.3*	1999 Stock Option Plan (3)
10.4	Form of Amended and Restated Registration Rights Agreement by and among Mediacom Communications Corporation, Rocco B. Commisso, BMO Financial, Inc., CB Capital Investors, L.P., Chase Manhattan Capital, L.P., Morris Communications Corporation, Private Market Fund, L.P. and U.S. Investor, Inc. (3)
10.5*	1999 Employee Stock Purchase Plan (3)
10.6	Fifth Amended and Restated Operating Agreement of Mediacom LLC (6)
21.1	Subsidiaries of Mediacom Communications Corporation
23.1	Consent of Arthur Andersen LLP

(c) Financial Statement Schedule

None.

(d) Reports on Form 8-K

None.

- ----------

* Compensatory plan

(1) Filed as an exhibit to the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 1999 of Mediacom LLC and Mediacom Capital Corporation and incorporated herein by reference.

(2) Filed as an exhibit to the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1999 of Mediacom LLC and Mediacom Capital Corporation and incorporated herein by reference.

(3) Filed as an exhibit to the Registration Statement on Form S-1 (File No. 333-90879) of Mediacom Communications Corporation and incorporated herein by reference.

(4) Filed as an exhibit to the Registration Statement on Form S-4 (File No. 333-57285) of Mediacom LLC and Mediacom Capital Corporation and incorporated herein by reference.

(5) Filed as an exhibit to the Registration Statement on Form S-4 (File No. 333-85893) of Mediacom LLC and Mediacom Capital Corporation and incorporated herein by reference.

(6) Filed as an exhibit to the Annual Report on Form 10-K for the fiscal year ended December 31, 1999 of Mediacom Communications Corporation and incorporated herein by reference.

SIGNATURES

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

MEDIACOM COMMUNICATIONS CORPORATION

March 27, 2001

BY: /S/ ROCCO B. COMMISSO

Rocco B. Commisso
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	Chairman and Chief Executive Officer (principal executive officer)	March 27, 2001
/S/ MARK E. STEPHAN Mark E. Stephan	Senior Vice President, Chief Financial Officer, Treasurer and Director (principal financial officer and principal accounting officer)	March 27, 2001
/S/ WILLIAM S. MORRIS III William S. Morris III	Director	March 27, 2001
/S/ CRAIG S. MITCHELL Craig S. Mitchell	Director	March 27, 2001
/S/ THOMAS V. REIFENHEISER Thomas V. Reifenheiser	Director	March 27, 2001
/S/ NATALE S. RICCIARDI Natale S. Ricciardi	Director	March 27, 2001
/S/ ROBERT L. WINIKOFF Robert L. Winikoff	Director	March 27, 2001

EXHIBIT 2.3

ASSET PURCHASE AGREEMENT

AMONG

MEDIACOM COMMUNICATIONS CORPORATION
on the one hand

AND

THE AT&T BROADBAND PARTIES
on the other hand

DATED AS OF

FEBRUARY 26, 2001

(Central Missouri)

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of the 26th day of February, 2001, by and among the Affiliates of AT&T whose names appear on the signature page of this Agreement (collectively, and jointly and severally, "Seller"), and Mediacom Communications Corporation, a Delaware corporation ("Buyer").

Recitals

A. The parties desire to effect the transfer of substantially all of the assets of the Business (as defined below) owned by Seller to Buyer for cash.

B. The purpose of this Agreement is to set forth the definitive terms upon which such transfer will take place.

Agreements

In consideration of the above recitals and the mutual agreements stated in this Agreement, the parties agree as follows:

1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following capitalized terms, when used in this Agreement, will have the meanings set forth below:

1.1. Affiliate. With respect to any Person, any other Person controlling, controlled by or under common control with such Person, with "control" for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise. For purposes of this Agreement, At Home Corporation and its subsidiaries and Liberty Media Corporation and its subsidiaries will not be treated as Affiliates of Seller.

1.2. Assets. All properties, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description that are owned, leased or otherwise held by Seller, or are hereafter acquired by Seller prior to the Closing Time, and used in the Business, including Franchises, Licenses, Intangibles, Contracts, Books and Records, Equipment, Real Property and deposits relating to the Business that are held by Third Parties for the account of Seller or for security for Seller's performance of its obligations, but excluding any Excluded Assets and any assets disposed of prior to the Closing Date in the ordinary course of business and not in violation of this Agreement.

1.3. AT&T. AT&T Broadband, LLC, a Delaware limited liability company.

1.4. AT&T Late Fee Settlement. The Settlement Agreement and Release that relates to the Systems with respect to the late fees charged, a copy of which, in the form submitted to the courts, has been provided to Buyer by Seller.

1.5. Basic Service. The lowest tier of service offered to subscribers of a System.

1.6. Books and Records. All engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and processes and all other files of correspondence, lists, records and reports to the extent concerning the Business, including subscribers and prospective subscribers of the Systems, signal and program carriage and dealings with Governmental Authorities with respect to the Systems, including all reports filed with respect to the Systems by or on behalf of Seller or its Affiliates with the FCC and statements of account filed with respect to the Systems by or on behalf of Seller or its Affiliates with the U.S. Copyright Office, but excluding all corporate, financial and tax records and all documents, reports and records relating to System Employees.

1.7. Business. The cable television business and other income-generating businesses relating to the Systems (including the high speed data, internet access and advertising sales business) that are conducted by Seller through the Systems.

1.8. Business Day. Any day other than Saturday, Sunday or a day on which banking institutions in Denver, Colorado or New York, New York are required or authorized to be closed.

1.9. Closing. The consummation of the transactions contemplated by this Agreement, as described in Section 8.

1.10. Closing Date. The date on which the Closing occurs.

1.11. Closing Time. 12:01 a.m., local time at the location of the Assets, as applicable, on the Closing Date.

1.12. Communications Act. The Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated thereunder and currently in effect.

1.13. Contracts. All contracts and agreements (other than Franchises, Licenses and those relating to Real Property) to which Seller is a party and which relate to the operation of the Business.

1.14. Encumbrance. Any mortgage, lien, security interest, security agreement, conditional sale or other title retention agreement, pledge, option, charge, encumbrance, adverse interest, assessment, restriction on transfer or any exception to or defect in title or other ownership interest (including reservations, rights of way, possibilities of reverter, encroachments, easements, rights of entry, restrictive covenants, leases and licenses).

1.15. Environmental Law. Any applicable Legal Requirement governing the protection of the environment, including those relating to the use, storage, disposal, release or handling of Hazardous Substances.

1.16. Equipment. All electronic devices, trunk and distribution coaxial and optical fiber cable, amplifiers, drops, power supplies, conduit, vaults and pedestals, grounding and pole hardware, subscriber's devices (including converters, encoders, cable modems, transformers behind television sets and fittings), headend hardware (including origination, earth stations, transmission and distribution system, advertising insertion equipment, cable modem termination system and IP routers), test equipment, vehicles and other tangible personal property owned or leased by Seller and primarily used in the Business.

1.17. Equivalent Basic Subscribers (or EBS). As of any date of determination and for each Service Area served by a System, the sum of (a) the total number of private residential customer accounts that are billed by individual unit for at least Basic Service (regardless of whether such accounts are in single-family homes or in individually billed units in apartment buildings or other multi-unit buildings), but exclusive of (i) "second connects" and "additional outlets" as such terms are commonly understood in the cable television industry, and (ii) accounts that are not charged or are charged less than the standard monthly service fees and charges then in effect for such System for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount); and (b) the quotient of (i) the total monthly billings for sales of Basic Service and Expanded Basic Service by such System for such Service Area during the most recent billing period ended prior to the date of calculation to commercial, bulk-billed and other accounts not billed by individual unit (whether on a discounted or non-discounted basis) and to private residential customer accounts that are billed by individual unit but pay less than the standard monthly service fees charged for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount), but excluding billings in excess of a single month's charges for any account, divided by (ii) the standard monthly combined rate (without discount of any kind) charged by such System for such Service Area to individually billed subscribers for Basic Service and Expanded Basic Service offered by such System in effect during such billing period. For purposes of calculating the EBS number, there will be excluded: (A) all accounts billed by individual unit that are, and all billings to any commercial, bulk-billed and other accounts not billed by individual unit that are, more than 60 days past due in the payment of any amount in excess of the lesser of $10.00 or the standard rate charged for Basic Service at the time of determination; (B) any accounts billed by individual unit and all commercial, bulk-billed and other accounts not billed by individual unit that, as of the date of calculation, have not paid in full the charges for at least one full month of the subscribed service; (C) that portion of the billings to all accounts billed by individual unit included in clause (b) above and any commercial bulk-billed and other accounts not billed by individual unit representing an installation or other non-recurring charge, a charge for equipment or for any outlet or connection other than the first outlet or first connection in any individually billed unit or, with respect to a bulk account, in any residential unit (e.g., an individual apartment or rental unit), a charge for any tiered service other than

Expanded Basic Service (whether or not included within Pay TV), any charge for Pay TV or a pass-through charge for sales Taxes, line-itemized franchise fees, @Home service fees, fees charged by the FCC and the like; (D) any individually billed unit and all billings to any commercial, bulk-billed and other accounts not billed by individual unit whose service is pending disconnection for any reason; and (E) any individually billed unit that was solicited between November 1, 2000 and the Closing Date to purchase such services by promotions or offers of discounts other than of the type disclosed on Schedule 4.16 or as permitted under this Agreement.

1.18. Excluded Assets. All:

1.18.1. Programming Contracts (including music programming Contracts), cable guide Contracts, and Contracts to which other cable systems of Seller or its Affiliates are subject (including the Memorandum of Understanding Regarding Neutrality and Consent Election by and among CWA, IBEW and certain business operating units and divisions of AT&T Corp.; retransmission consent Contracts applicable to one or more headends not included in the Systems; master billing Contracts and master multiple dwelling unit Contracts), other than any such Contracts (or interests therein) disclosed or described on Schedule 4.6;

1.18.2. Seller Plans (as defined in Section 4.15.2) and any cash, reserve, trust or funding arrangement held or set aside for the payment of benefits under such Seller Plans;

1.18.3. Insurance policies and rights and claims under insurance policies (except as otherwise provided in Section 6.9);

1.18.4. Bonds, letters of credit, surety instruments and other similar items;

1.18.5. Except for petty cash to the extent transferred to Buyer, cash and cash equivalents, including cash relating to subscriber prepayments and deposits, and notes receivable;

1.18.6. Except as specifically described on Schedule 4.10, the Intellectual Property held by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.12);

1.18.7. Subscriber billing Contracts and related equipment if not owned by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.13);

1.18.8. Assets, rights and properties of Seller or its Affiliates used or held for use other than primarily in connection with the Systems;

1.18.9. Except (a) accounts receivable and (b) any other claim, right or interest to the extent reflected in the adjustment to the Purchase Price determined pursuant to Section 3.2, all claims, rights and interests in and to any refunds of, or amounts credited against, Taxes or fees of any nature, including franchise and copyright

fees, or any other claims against Third Parties, relating to the operation of the Systems prior to the Closing Time;

1.18.10. Except as set forth on Schedule 4.6, any employment, compensation, bonus, deferred compensation, consulting, agency or management Contracts;

1.18.11. All Business documents and records not included in the Books and Records (provided that copies of personnel files will be made available to Buyer for a period of three years after the Closing Date upon reasonable request by Buyer accompanied by a waiver and release from the employee whose records are sought in form and substance reasonably satisfactory to Seller);

1.18.12. Capital and vehicle leases;

1.18.13. Advertising sales agency or representation Contracts providing any Third Party or Affiliate of Seller the right to sell available advertising time for a System (including any Contract with National Cable Communications or Cable Networks, Inc.), other than any such Contract disclosed on Schedule 4.6;

1.18.14. Proprietary software of Seller or its Affiliates and licenses relating to Third Party software and maintenance agreements with respect thereto, other than transferable licenses relating to Third Party software installed on personal computers included in the Assets;

1.18.15. Contracts for Internet access or on-line service arrangements that provide to any Third Party or Affiliate of Seller the right to use the transmission capacity of a System to provide Internet access or other on-line services over such System, other than those disclosed on Schedule 4.6;

1.18.16. Contracts and related accounts receivable for providing DMX service to commercial accounts via direct broadcast satellite; and

1.18.17. The assets specifically disclosed on Schedule 1.18.

1.19. Expanded Basic Service. Any video programming provided over a System, regardless of service tier, other than Basic Service, any new product tier, digital services and Pay TV.

1.20. FCC. The Federal Communications Commission and any successor Governmental Authority.

1.21. Financial MAC. A material adverse deterioration in the public or private equity and debt securities markets, or in the debt securities market for the syndication of bank loans to corporate borrowers, as a result of which the sources of Buyer's equity or debt financing have declined to issue or have exercised their rights to withdraw their commitments with respect to the transactions contemplated hereby.

1.22. Franchises. The initial authorizations, or renewals thereof, issued by a local Governmental Authority, and ratified by the electorate where required, that are described on Schedule 4.5, which authorize the construction or operation of the Systems, and all rights and benefits of Seller pertaining thereto.

1.23. GAAP. Generally accepted accounting principles as in effect from time to time in the United States of America.

1.24. Governmental Authority. (a) The United States of America; (b) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities and the like); or (c) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or any instrumentality of any of the foregoing.

1.25. Governmental Permits. All Franchises, Licenses and all other material approvals, authorizations, permits, licenses, easements, registrations, qualifications, leases, variances and similar rights obtained with respect to the Business or Assets from any Governmental Authority.

1.26. Hazardous Substances. (a) Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. ss.ss. 6901 et seq.), as amended, and the rules and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. ss.ss. 9601 et seq.) (CERCLA), as amended, and the rules and regulations promulgated thereunder; (c) any substance regulated by the Toxic Substances Control Act (TSCA) (42 U.S.C. ss.ss.2601 et seq.), or the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 U.S.C. ss.ss.136 et seq.), each as amended, and the rules and regulations promulgated thereunder; (d) asbestos or asbestos-containing material of any kind or character; (e) polychlorinated biphenyls; (f) any substances regulated under the provisions of Subtitle I of RCRA relating to underground storage tanks; and (g) any other substance which by any Environmental Law requires special handling, reporting or notification of any Governmental Authority in its collection, storage, use, treatment or disposal.

1.27. Intangibles. Subscriber lists, accounts receivable, claims (excluding any claims relating to Excluded Assets), goodwill, if any, and any other intangible asset owned or held by Seller and used in the Business.

1.28. Intellectual Property. All (a) trademarks, trade dress, trade names, service marks, logos and other similar proprietary rights, (b) domain names, (c) copyrights, and (d) patents and patentable know-how, inventions and processes, in each case used in connection with the Business.

1.29. Knowledge. The actual knowledge of a particular matter of (a) one or more of the principal corporate personnel of Seller, AT&T or any direct or indirect subsidiary of AT&T involved in the transactions contemplated by this Agreement, or

(b) after reasonable inquiry, any of the general managers (or holders of positions of equivalent responsibility) of the Systems, including those individuals listed on Schedule 1.29.

1.30. Legal Requirement. Applicable common law and any judicial decisions, statute, ordinance, code, or other law, rule, regulation, order or other technical or written requirement, standard or procedure enacted, adopted or applied by any Governmental Authority or private arbitration tribunal.

1.31. Licenses. The cable television relay service, business radio and other licenses, authorizations or permits issued by the FCC or any other Governmental Authority that are described on Schedule 4.5 (other than the Franchises).

1.32. Losses. Any claims, losses, liabilities, damages, penalties, costs and expenses, including interest that may be imposed in connection therewith, expenses of investigation, reasonable fees and disbursements of counsel and other experts, and settlement costs.

1.33. Material Adverse Effect. A material adverse effect on the operations, assets, or financial condition of the Business, taken as a whole, but without taking into account any effect resulting from changes in conditions (including economic conditions, changes in FCC regulations, or federal or state governmental actions, legislation or regulations) that are applicable to the economy or the cable television industry on a national, regional or state basis (other than such changes as would prohibit the transactions contemplated hereby, subject Buyer to damages or require Buyer to divest itself of other assets or interests) or any changes in technology affecting the Business.

1.34. Pay TV. Premium programming services selected by and sold to subscribers of the Systems on an a la carte basis for fees in addition to the fee for Basic Service or Expanded Basic Service.

1.35. Permitted Encumbrances. The following Encumbrances: (a) liens for Taxes, assessments and governmental charges not yet due and payable; (b) zoning laws and ordinances and similar Legal Requirements which are not violated by any existing improvement or which do not prohibit the use of the Real Property as currently used in the operation of the Business; (c) any right reserved to any Governmental Authority to regulate the affected property (including restrictions stated in the Franchises and Licenses); (d) in the case of any leased Asset, (i) the rights of any lessor and (ii) any Encumbrance granted by any lessor of such leased Asset; (e) inchoate materialmens', mechanics', workmen's, repairmen's or other like Encumbrances arising in the ordinary course of business; (f) in the case of owned Real Property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title which do not individually or in the aggregate materially interfere with the right or ability to use or operate the Real Property as currently being used, and which do not materially impair the value of the Real Property; (g) any other Encumbrance (other than an Encumbrance securing a monetary obligation) that does not individually or in the aggregate interfere with the continued use of the Assets subject thereto in the operation

of the Business as currently being used; and (h) those Encumbrances disclosed on Schedule 1.35.

1.36. Person. Any natural person, corporation, partnership, trust, unincorporated organization, association, limited liability company, Governmental Authority or other entity.

1.37. Real Property. The Assets owned or leased by Seller and used in the Business consisting of realty, including appurtenances, improvements and fixtures located on such realty, and any other interests in real property, including fee interests, leasehold interests and easements, wire crossing permits, and rights of entry (but not including interests in real property granted in Contracts in connection with services provided by Seller to the residents or occupants of such real property, including access and service Contracts with the owners of multiple dwelling unit complexes).

1.38. Required Consents. All authorizations, approvals and consents required under any Legal Requirement or under any Franchises, Licenses, Real Property, Contracts disclosed on Schedule 4.6 or Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, for (a) Seller to transfer the Assets and the Business to Buyer, and (b) Buyer to conduct the Business and to own, lease, use and operate the Assets at the places and in the manner in which the Business is conducted as of the date of this Agreement and on the Closing Date.

1.39. Service Area. The municipalities and counties in and around which Seller operates or is authorized to operate the Systems and the Business, which are disclosed on Schedule 1.39.

1.40. Subscriber Adjustment Amount. $3,299.

1.41. Subscriber Threshold. 97,000 Equivalent Basic Subscribers.

1.42. System Employees. All employees of Seller or of any Affiliate of Seller who are primarily engaged in the operation of the Business.

1.43. Systems. The complete cable television reception and distribution systems operated in the conduct of the Business, each consisting of one or more headends, subscriber drops and associated electronic and other equipment, as listed on Schedule 1.39 and further designated and described on Schedule 4.16.

1.44. Target Closing Date. June 29, 2001.

1.45. Taxes. All levies and assessments of any kind or nature imposed by any Governmental Authority, including all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property Taxes and levies, together with any interest thereon and any penalties, additions to Tax or additional amounts applicable thereto.

1.46. Third Party. Any Person other than Seller or Buyer and their respective Affiliates.

1.47. Other Definitions. The following terms are defined in the Sections indicated:

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Survival Period	10.1
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Threshold Amount	10.5
Transaction Documents	4.2
Transitional Billing Services	6.13

2. PURCHASE AND SALE OF ASSETS; ASSUMED OBLIGATIONS AND LIABILITIES.

2.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing Time, Seller will sell to Buyer, and Buyer will purchase from Seller, free and clear of all Encumbrances (except Permitted Encumbrances), the Assets.

2.2. Assumed Obligations and Liabilities. At the Closing Time, Buyer will assume, and after the Closing Time, Buyer will pay, discharge and perform, the following (the "Assumed Obligations and Liabilities"): (a) those obligations and liabilities accruing and relating to periods after the Closing Time under or with respect to the Assets assigned and transferred to Buyer at the Closing; (b) those obligations and liabilities of Seller to subscribers and customers of Seller's Business for (i) subscriber deposits held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2 and (ii) customer, advertising and other advance payments held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2; (c) all obligations and liabilities accruing and relating to the Business prior to the Closing Time in respect of which Buyer received a credit pursuant to Section 3.2; and (d) all other obligations and liabilities accruing and relating to periods after the Closing Time and arising out of Buyer's ownership of the Assets or operation of the Systems after the Closing Time, except to the extent that such obligations or liabilities relate to any Excluded Asset. All obligations and liabilities, contingent, fixed or otherwise, arising out of or relating to the Assets or the Systems other than the Assumed Obligations and Liabilities will remain and be the obligations and liabilities of Seller (collectively, the "Excluded Liabilities").

3. CONSIDERATION.

3.1. Purchase Price. Buyer will pay to Seller for the Assets total cash consideration of $320,000,000, subject to adjustment as provided in Section 3.2 (the "Estimated Purchase Price").

3.1.1. At the Closing, Buyer will pay to Seller, by wire transfer of immediately available funds pursuant to wire instructions delivered by Seller to Buyer no later than two Business Days prior to the Closing Date, cash in an aggregate amount equal to the excess of (a) the Estimated Purchase Price over (b) the sum of all Retained Franchise Amounts (such excess, the "Purchase Price"). For purposes of this Agreement, the "Retained Franchise Amount" for a Retained Franchise shall be equal to the number of Equivalent Basic Subscribers served by Seller pursuant to such Retained Franchise multiplied by the Subscriber Adjustment Amount.

3.1.2. Upon any transfer of a Retained Franchise to Buyer after the Closing, Buyer will pay to Seller the Retained Franchise Amount with respect to such Retained Franchise by wire transfer of immediately available funds.

3.2. Adjustments to Purchase Price. The Purchase Price will be adjusted as follows:

3.2.1. Adjustments on a pro rata basis as of the Closing Time will be made for all prepaid expenses (other than inventory), accrued expenses (including real and personal property Taxes), copyright fees and franchise or license fees or charges, prepaid income, subscriber prepayments and accounts receivable related to the Business, all as determined in accordance with GAAP consistently applied, and to reflect the principle that all expenses and income attributable to the Business for the period through and including the Closing Time are for the account of Seller, and all expenses and income attributable to the Business for the period after the Closing Time are for the account of Buyer. Notwithstanding the foregoing, with respect to accounts receivable resulting from cable television services or Internet access or high speed data services, the Purchase Price will be increased by (a) 100% of the face amount of such accounts receivable that are 30 days or less past due as of the Closing and (b) 95% of the face amount of such accounts receivable that are 31 to 60 days past due as of the Closing; provided, however, that Seller will receive no credit for any accounts receivable resulting from cable television services or Internet access or high speed data services of which more than the lesser of (A) $10.00 or (B) the standard rate for Basic Service is more than 60 days past due as of the Closing Date. With respect to accounts receivable resulting from advertising sales, the Purchase Price will be increased by 100% of the face amount of such accounts receivable that are less than 120 days past due as of the Closing, and Seller will receive no credit for any accounts receivable resulting from advertising sales of which any portion is 120 days or more past due as of the Closing Date. For purposes of making "past due" calculations for cable television services or Internet access or high speed data services, the billing statements of a System will be deemed to be due and payable on the first day of the period during which the service to which such billing statements relate is provided.

3.2.2. All advance payments to, or funds of Third Parties on deposit with, Seller as of the Closing Time and relating to the Business, including advance payments and deposits by subscribers served by the Business for converters, encoders, decoders, cable modems, cable television services and related sales, will be assumed by and credited to the account of Buyer.

3.2.3. There will be credited to Buyer the economic value of all accrued vacation time that Buyer credits after the Closing Time to Hired Employees pursuant to Section 6.3, where economic value is the amount equal to the cash compensation that would be payable to each such Hired Employee at his or her level of compensation on the Closing Date for a period equal to such credited accrued vacation.

3.2.4. All deposits relating to the Business and the operation of the Systems that are held by Third Parties as of the Closing Time for the account of Seller which relate to the Systems or are held as security for Seller's performance of Assumed Obligations and Liabilities, including deposits on leases and deposits for utilities, will be credited to the account of Seller in their full amounts and will become the property of Buyer. All other deposits will remain the property of Seller.

3.2.5. The Purchase Price will be increased by an amount equal to the capital expenditures made by Seller or Affiliates of Seller between the date of this Agreement and the Closing Date at the specific written request of Buyer, and which Seller is not otherwise required to make pursuant to the terms of this Agreement, as contemplated by Section 6.2.2. The Purchase Price will be decreased by the amount, if any, by which Seller fails to make any capital expenditures that Seller is required to make pursuant to Section 6.2.2 of this Agreement.

3.2.6. The Purchase Price will be decreased by the dollar amount equal to the product of (a) the Subscriber Shortfall multiplied by (b) the Subscriber Adjustment Amount. For purposes of this Agreement, the "Subscriber Shortfall" equals the number, if any, by which the Equivalent Basic Subscribers of the Systems at the Closing is less than the Subscriber Threshold.

3.2.7. The Purchase Price shall be increased or decreased as otherwise provided herein or as agreed to by the parties in accordance with the provisions of this Agreement.

3.2.8. The adjustments provided for in this Section 3.2 will be made without duplication. In addition, none of the adjustments provided for in this Section 3.2 will be made with respect to any Excluded Asset or Excluded Liability or with respect to any item of income or expense related to an Excluded Asset or Excluded Liability.

3.2.9. The net amount of the adjustments calculated under this Section 3.2, as preliminarily determined pursuant to Section 3.3.1, will be added or subtracted, as applicable, to the Purchase Price at the Closing.

3.3. Determination of Adjustments. Preliminary and final adjustments to the Purchase Price will be determined as follows:

3.3.1. Not later than a date Seller reasonably believes is at least 15 Business Days prior to the Closing, Seller will deliver to Buyer a report (the "Preliminary Adjustments Report"), certified by Seller, showing in detail the preliminary determination of the adjustments referred to in Section 3.2, which have been calculated as of the Closing Time (or as of any other date and time agreed by the parties) and any documents substantiating the adjustments proposed in the Preliminary Adjustments Report. Buyer will have 10 Business Days following receipt of the Preliminary Adjustments Report to review such Report and supporting information and to notify Seller of any disagreements of Buyer with Seller's estimates. If Buyer provides a notice of disagreement with Seller's estimates of the adjustments referred to in Section 3.2 within such 10 Business Day period, Buyer and Seller will negotiate in good faith to resolve any such dispute and to reach an agreement prior to the Closing Date on such estimated adjustments as of the Closing Time. The basis for determining the Purchase Price to be paid at the Closing will be (a) the estimate so agreed upon by Buyer and Seller or (b) if the parties do not reach such an agreement on the estimated amount of the adjustments set forth in the Preliminary Adjustments Report prior to the

Closing Date or if Buyer fails to provide a notice of disagreement with Seller's estimates of such adjustments within the requisite time provided, the estimates of such adjustments set forth in the Preliminary Adjustments Report.

3.3.2. Within 90 days after the Closing Date, Seller will deliver to Buyer a report (the "Final Adjustments Report") certified by Seller showing in detail the final determination of all adjustments which were not calculated as of the Closing Time and containing any corrections to the Preliminary Adjustments Report, together with any documents substantiating the adjustments proposed in the Final Adjustments Report. Buyer will provide Seller with reasonable access to all records that Buyer has in its possession and which are necessary for Seller to prepare the Final Adjustments Report.

3.3.3. Within 30 days after receipt of the Final Adjustments Report, Buyer will give Seller written notice of Buyer's objections, if any, to the Final Adjustments Report. If Buyer timely makes any such objection, the parties will agree on the amount, if any, which is not in dispute within 30 days after Seller's receipt of Buyer's notice of objections to the Final Adjustments Report, and payment of the amount not in dispute will be made by the responsible party by wire transfer of immediately available funds within three Business Days after such agreement. Any disputed amounts will be determined by a national accounting firm agreed to by Buyer and Seller which has not provided services to Buyer, Seller or their respective Affiliates in the prior 12 months, which firm will be obligated to determine such amounts within 90 days after the dispute is submitted to it, and the determination of which will be conclusive. Seller and Buyer will bear equally the fees and expenses payable to such firm in connection with such determination. The responsible party will make the payment required after determination of all disputed amounts by wire transfer of immediately available funds to the other party within three Business Days after the final determination of all disputed items.

3.4. Allocation of Purchase Price. The consideration payable by Buyer under this Agreement will be allocated among the Assets as set forth in a schedule prepared by an independent appraiser with significant experience in the cable television industry. Such appraiser will be selected by Buyer and will be instructed to complete such schedule not later than 45 days after the Closing Date. The fees of such appraiser will be the responsibility solely of Buyer. Buyer and Seller agree to be bound by the allocation and will not take any position inconsistent with such allocation and will file all returns and reports with respect to the transactions contemplated by this Agreement, including all federal, state and local Tax returns, on the basis of such allocation.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing, as follows:

4.1. Organization and Qualification. Each entity comprising Seller is duly organized, validly existing and in good standing under the laws of the state of its

organization and has all requisite power and authority to own, lease and use the Assets as they are currently owned, leased and used and to conduct the Business as it is currently conducted. Each entity comprising Seller is duly qualified to do business and is in good standing under the laws of each jurisdiction where it operates the Business.

4.2. Authority and Validity. Seller has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and all other documents and instruments to be executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents") to which Seller is a party. The execution and delivery by Seller of, the performance by Seller of its obligations under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party have been, or will by the Closing Date be, duly authorized by all requisite entity action. This Agreement is, and when executed and delivered by Seller the Transaction Documents will be, duly and validly executed and delivered by Seller and the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except insofar as enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

4.3. No Conflict; Required Consents. Subject to obtaining the Required Consents, all of which are disclosed on Schedule 4.3, and the receipt of any consent required or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Seller, the performance of Seller under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party do not and will not: (a) violate any provision of the organizational documents of Seller; (b) violate any Legal Requirement in any material respect; (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person; or (d) (i) violate, conflict with or constitute a breach of or default under (without regard to requirements of notice, lapse of time, or elections of any Person, or combination thereof), (ii) permit or result in the termination, suspension or modification of, (iii) result in the acceleration of (or give any Person the right to accelerate) the performance of Seller under, or (iv) result in the creation or imposition of any Encumbrance under, any Contract disclosed on Schedule 4.6 or any other instrument evidencing any of the Assets (other than Contracts), or any instrument or other agreement(other than Contracts) by which Seller or any of the Assets (other than Contracts) is bound or affected.

4.4. Assets. Seller has good title to (or, in the case of Assets that are leased, valid leasehold interests in) the Assets (other than Real Property, as to which the representations and warranties in Section 4.7 apply). The Assets are free and clear of all Encumbrances, except (a) Permitted Encumbrances and (b) Encumbrances disclosed on Schedule 4.4, all of which will be terminated, released or waived, as appropriate, at or prior to the Closing. Except for the Excluded Assets, the Assets are all the assets necessary to permit Buyer to conduct the Business and to operate the Systems substantially as the Business is being conducted and the Systems are being operated on

the date of this Agreement and in compliance in all material respects with all Legal Requirements, Franchises, Licenses and Contracts. Except as disclosed on Schedule 4.4, all of the Equipment is in good operating condition and repair, ordinary wear and tear excepted.

4.5. Franchises and Licenses. Except as disclosed on Schedule 4.5, Seller is not bound or affected by any (a) Franchise in connection with the operation of the Business or (b) license, authorization or permit issued by the FCC or other Governmental Permit that, in each case, relates to the Systems or the operation of the Business. Except as disclosed on Schedule 4.5, the Franchises, Licenses and other Governmental Permits are currently in full force and effect and Seller is not and, to Seller's Knowledge, no other party thereto is, in material breach or default of any terms or conditions thereunder. Seller has delivered to Buyer true and complete copies of the Franchises. Except as disclosed on Schedule 4.5, there is no legal action, governmental proceeding or investigation, pending or, to Seller's Knowledge, threatened, to terminate, suspend or modify any Franchise, License or other Governmental Permit. As of the date of this Agreement, except as disclosed on Schedule 4.5, to Seller's Knowledge, (i) no construction programs have been undertaken or are proposed to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any Service Area; (ii) no cable television franchise has been issued to any Person other than Seller in any Service Area; and (iii) no cable television franchise or other application or request of any Person for a cable television franchise is pending or proposed which relates to any Service Area.

4.6. Contracts. All Contracts are disclosed on Schedule 4.6, except for: (a) subscription agreements with individual residential subscribers or commercial establishments for the cable services provided by the Systems in the ordinary course of business; (b) miscellaneous service Contracts terminable at will or upon notice of 90 days or less without penalty; (c) Contracts not involving any material monetary or non-monetary obligation; (d) bank financing documents; (e) Contracts constituting Excluded Assets; and (f) Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes or to commercial accounts. Seller has delivered to Buyer true and complete copies of each of the written Contracts disclosed on Schedule 4.6. As soon as reasonably practicable, but in no event more than 60 days after the date of this Agreement, Seller will provide to Buyer a complete list of all multiple dwelling unit complexes served by the Systems as of the date specified in such list, including with respect to each such complex, to the extent readily available in the Books and Records of Seller, the number of units served, the rate charged (if bulk billed) and the expiration date of the agreement. Except as set forth in Schedule 4.6, (i) each Contract listed on Schedule 4.6, and each Contract relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, is in full force and effect and constitutes the valid, legal, binding and enforceable obligation of Seller, and (ii) Seller is not, and to Seller's Knowledge no other party thereto is, in breach or default of any material terms or conditions thereunder.

4.7. Real Property.

4.7.1. All of the Assets consisting of Real Property interests are disclosed and described on Schedule 4.7. Except as otherwise disclosed on Schedule 4.7, Seller holds, or at the time of the Closing will hold, fee simple title to the Real Property disclosed as being owned by Seller on Schedule 4.7 and the valid and enforceable right to use and possess such Real Property, subject only to the Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. All improvements on Real Property that is owned by Seller are in good repair and suitable for the purposes for which they are currently used, ordinary wear and tear excepted. Except as otherwise disclosed on Schedule 4.7, Seller has valid and enforceable leasehold interests in Real Property disclosed as being leased by Seller on Schedule 4.7 and, with respect to other material Real Property not owned or leased by Seller, Seller has the valid and enforceable right to use all such other Real Property pursuant to the easements, licenses, rights-of-way or other rights disclosed on Schedule 4.7, in each case as currently being used by Seller in the operation of the Business, subject only to Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. Except as otherwise disclosed on Schedule 4.7, with respect to leasehold interests in Real Property, each lease is in full force and effect and Seller is not, and to Seller's Knowledge no other party thereto is, in material breach or default of any terms or conditions of any written instrument or other written agreement relating thereto.

4.7.2. There are no material leases or other agreements, oral or written, granting to any Person other than Seller the right to occupy or use any Real Property, except as disclosed on Schedule 4.7. Each parcel of Real Property, any improvements constructed on any owned or leased Real Property and their current use, conforms in all material respects to (a) all applicable Legal Requirements, and (b) all restrictive covenants, if any, or other Encumbrances affecting all or part of such Real Property.

4.7.3. Except as disclosed on Schedule 4.7, each parcel of owned Real Property and each parcel of leased Real Property (a) has access to and over public streets or private streets for which Seller has a valid right of ingress and egress, (b) conforms in its current use and occupancy in all material respects to all zoning requirements and (c) conforms in its current use in all material respects to all restrictive covenants, if any, or other Encumbrances affecting all or part of such parcel. There are no pending or, to Seller's Knowledge, threatened condemnation actions or special assessments or proceedings for changes in the zoning with respect to such Real Property or any part thereof and Seller has not received any notice of the desire of any Governmental Authority or other entity to take or use any Real Property or any part thereof. Seller has complied in all material respects with all notices or orders to correct violations of Legal Requirements issued by any Governmental Authority having jurisdiction against or affecting any of the Real Property.

4.8. Environmental Matters.

4.8.1. Except as disclosed on Schedule 4.8: (a) to the Knowledge of Seller, the Real Property currently complies in all material respects with applicable Environmental Laws; (b) neither the Real Property owned by Seller nor, to the Knowledge of Seller, the Real Property leased by Seller is the subject of any court order, administrative order, agreement or decree arising under any Environmental Law; and (c) the Real Property has not been used by Seller for the generation, storage, discharge or disposal of any Hazardous Substances except as permitted under applicable Environmental Laws. Except as disclosed on Schedule 4.8, Seller has not received any written notice from any Governmental Authority alleging that any parcel of the Real Property is in violation of any Environmental Law or has been placed on the National Priorities List, and no claim based on any applicable Environmental Law has been asserted to Seller in writing in the past or is currently pending or, to the Knowledge of Seller, threatened, with respect to any Real Property.

4.8.2. Seller has provided Buyer with complete and correct copies of (a) all studies, reports, surveys or other materials in Seller's possession relating to the presence or alleged presence of Hazardous Substances at, on or affecting the Real Property, (b) all notices or other materials in Seller's possession that were received from any Governmental Authority administering or enforcing any Environmental Laws relating to Seller's ownership, use or operation of the Real Property or activities at the Real Property and (c) all materials in Seller's possession relating to any litigation or claim by any Person concerning any Environmental Law.

4.9. Compliance with Legal Requirements. Except as disclosed on Schedule 4.9:

4.9.1. The ownership, leasing and use of the Assets as they are currently owned, leased and used, and the conduct of the Business as it is currently conducted, do not violate or infringe in any material respect any applicable Legal Requirements (other than Legal Requirements with respect to the regulation of rates charged to subscribers of the Systems, as to which the representations and warranties set forth in subsection 4.9.10 will exclusively apply).

4.9.2. A valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has been duly and timely filed with the proper Governmental Authority with respect to all Franchises that have expired prior to, or will expire within 30 months after, the date of this Agreement.

4.9.3. Seller has complied in all material respects, and the Business is in compliance in all material respects, with the specifications set forth in Part 76, Subpart K of the rules and regulations of the FCC.

4.9.4. Seller has made timely filings and has paid the proper copyright fees with respect to the Business under Section 111 of the Copyright Act of 1976, and the Systems qualifies for the compulsory license under such Section 111.

4.9.5. The carriage of all television station signals (other than satellite superstations) by the Systems are permitted by valid retransmission consent agreements or by must-carry elections by broadcasters.

4.9.6. The Systems and the Business are in compliance with the Subscriber Privacy Act set forth at Section 631 of the Communications Act (47 U.S.C. Section 551, et seq.).

4.9.7. The Systems are not subject to effective competition under the Communications Act.

4.9.8. No Governmental Authority has notified Seller of its application to be certified to regulate rates with respect to the Systems as provided in 47 C.F.R. Section 76.910.

4.9.9. No Governmental Authority has notified Seller that it has been certified and has adopted regulations required to commence regulation with respect to any System as provided in 47 C.F.R. Section 76.910(c)(2).

4.9.10. The Systems are in compliance in all material respects with the FCC rules currently in effect implementing the cable television rate regulation provisions of the Communications Act.

4.9.11. To Seller's Knowledge, and except as set forth in the AT&T Late Fee Settlement, no reduction of rates or refunds to subscribers is required as of the date hereof.

4.9.12. Seller is in compliance in all material respects with its obligations under 47 C.F.R. Part 17 concerning the construction, marking and lighting of antenna structures used by Seller in connection with the operation of the Systems.

4.9.13. Seller has made timely filings required under applicable Legal Requirements to be made in connection with the Governmental Permits, including FCC Forms 320, 159 and 395, if applicable.

4.9.14. Where required, appropriate authorizations from the FCC have been obtained for the use of all aeronautical frequencies in use in the Systems (and Seller will provide to Buyer a schedule of such aeronautical frequencies in use in the Systems prior to the Closing), and the Systems are presently being operated in compliance with such authorizations, and all required certificates, permits and clearances, including from the FAA, with respect to towers, earth stations, business radio and frequencies utilized and carried by the Systems have been obtained.

4.10. Intellectual Property. Except for Excluded Assets and except as described on Schedule 4.10, Seller does not possess any Intellectual Property material to the operation of the Business, and Seller is not a party to any material license or royalty agreement with respect to any patent, trademark or copyright except for licenses respecting program material and obligations under the Copyright Act of 1976 applicable

to cable television systems generally and commercially available software. The Business and the Systems have been operated in such a manner so as not to violate or infringe in any material respect upon the rights of, or give rise to any rightful claim of any Person for copyright, trademark, service mark, patent, license, trade secret infringement or the like. Seller owns or possesses licenses or other rights to use all Intellectual Property necessary to the operation of the Business as presently conducted without any conflict with, or infringement of, the rights of others. Except as disclosed on Schedule 4.10, there is no claim pending or, to Seller's Knowledge, threatened with respect to any Intellectual Property.

4.11. Financial Statements. Seller has delivered to Buyer correct and complete copies of the unaudited balance sheets and unaudited statements of operations for the Systems and the Business as of and for the 12-month periods ended December 31, 1999 and December 31, 2000 (the "Financial Statements"). Seller has also delivered to Buyer correct and complete copies of capital expenditures summaries for the Systems and the Business for the 12-month periods ended December 31, 1999 and December 31, 2000. The Financial Statements fairly present, in all material respects, Seller's financial position and results of operations as of the dates and for the periods indicated, subject to normal year-end adjustments, allocations and accruals (none of which are deemed to be material to the operating cash flow of Seller as reflected in its statements of operations). The Financial Statements have been prepared in accordance with GAAP, except that they do not (a) reflect income taxes, (b) contain a statement of cash flows, (c) contain footnotes, or (d) fully reflect the allocation of AT&T Corp.'s purchase price to acquire Tele-Communications, Inc. for the 1999 period. Such purchase price allocations would primarily affect franchise costs, property and equipment, depreciation and amortization.

4.12. Absence of Certain Changes. Except as disclosed on Schedule 4.12, or as disclosed by or reserved against in the most recent balance sheet included in the Financial Statements, since December 31, 2000: (a) no event or circumstance has occurred which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or materially adversely affect any of the Systems; (b) Seller has operated the Business only in the ordinary course; and (c) there has been no sale, assignment or transfer of any material Assets, or any theft, damage, removal of property, destruction or casualty loss which might be expected to materially adversely affect the Business or the Systems, (d) there has been no waiver or release of any material right or claim of Seller against any third party, (e) there has been no amendment or termination of any Governmental Permit, and (f) there has been no agreement by Seller to take any of the actions described in the preceding clauses (a) through (e), except as contemplated by this Agreement.

4.13. Legal Proceedings. Except as disclosed on Schedule 4.13: (a) there is no claim, investigation or litigation pending or, to Seller's Knowledge, threatened, by or before any Governmental Authority or arbitration tribunal against Seller which, if adversely determined, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement; and (b) there is not in existence

any judgment or order requiring the Seller to take or to refrain from taking any action of any kind with respect to or otherwise affecting the Assets or the operation of the Business, or to which Seller, the Business, the System or the Assets are subject or by which they are bound or affected that, in either case, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement or the Transaction Documents. Seller is not in default or violation of, and no event or condition exists which, with notice or lapse of time or both, could become or result in a default under or a violation of, any judgment, award or order of any Governmental Authority or arbitration tribunal binding upon Seller.

4.14. Tax Returns; Other Reports. Seller has duly and timely filed all federal, state, local and foreign Tax returns and other Tax reports required to be filed by Seller, and has timely paid all Taxes which have become due and payable, whether or not so shown on any such return or report, the failure of which to be filed or paid could adversely affect or result in the imposition of an Encumbrance upon the Assets, except such amounts as are (a) being contested diligently and in good faith and for which an adequate reserve has been established, or (b) are not in the aggregate material. Seller has received no notice of, nor does Seller have any Knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing Governmental Authority which could affect or result in the imposition of an Encumbrance upon the Assets.

4.15. Employment Matters.

4.15.1. Seller has complied in all material respects with all applicable Legal Requirements relating to the employment of labor, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), continuation coverage requirements with respect to group health plans, and those relating to wages, hours, collective bargaining, unemployment insurance, worker's compensation, equal employment opportunity, age, sex, race and disability discrimination, immigration control and the payment and withholding of Taxes, and Seller is not liable for any arrearages of wages or any Taxes or any penalties for failure to comply with any of the foregoing for which Buyer will have any liability after the Closing.

4.15.2. For purposes of this Agreement, "Seller Plans" means each employee benefit plan (as defined in Section 3(3) of ERISA) or any multiemployer plan (as defined in Section 3(37) of ERISA) which is sponsored or maintained by Seller or its Affiliates or to which Seller contributes, and which benefits System Employees. The Seller Plans in which any System Employee participates are disclosed on Schedule 4.15. None of Seller, any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA), is in violation of any provision of ERISA or the Code for which Buyer will have any liability after the Closing Date. No material (i) "reportable event" described in Sections 4043(c)(1), (2), (3), (5), (6), (7), (10) and (13) of ERISA, (ii) non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code), (iii) "accumulated

funding deficiency" (as defined in Section 302 of ERISA) or (iv) "withdrawal liability" (as determined under Section 4201 et seq. of ERISA) has occurred or exists and is continuing with respect to any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller or any of its ERISA Affiliates, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA). After the Closing, none of Buyer and any of Buyer's ERISA Affiliates will be required, under ERISA, the Code, any collective bargaining agreement or this Agreement, to establish, maintain or continue any Seller Plan currently maintained by Seller or any of its ERISA Affiliates. "ERISA Affiliate" means, as to any Person, any trade or business, whether or not incorporated, which together with such Person would be deemed a single employer as determined under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended.

4.15.3. Except as disclosed on Schedule 4.15, as of the date of this Agreement, no collective bargaining agreements are applicable to any System Employee and Seller has no duty to bargain with any labor organization with respect to any System Employees. Except as disclosed on Schedule 4.15, as of the date of this Agreement, there are not pending, or to Seller's Knowledge, threatened, any labor disputes, unfair labor practice charges against Seller, any demand for recognition or any other request or demand from a labor organization for representative status with respect to any System Employee. Except as disclosed on Schedule 4.15, Seller has no employment agreements, either written or oral, with any System Employee.

4.16. System Information. With respect to each of the Systems, disclosed on Schedule 4.16 are (a) the approximate number of plant and fiber miles (aerial and underground) for the System, (b) the minimum bandwidth capability of the System, (c) the stations and signals carried by the System, (d) the channel position of each such signal and station (including a designation of which broadcast stations are distributed pursuant to a retransmission consent and which are distributed pursuant to a must-carry election), and (e) the approximate number of digital and @Home subscribers, analog Pay TV subscribers and Pay TV units, which information is true and correct in all material respects, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Also disclosed on Schedule 4.16 are the approximate number of homes passed by the System, and the approximate number of Equivalent Basic Subscribers of the System as of the applicable dates specified therein. Seller has delivered to Buyer information on the channel lineups and the monthly rates charged for each class of service for the Systems (including installation charges), which information is true, complete and correct, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Seller has implemented, or will implement in accordance with its operating budget and the schedule of rate increases provided to Buyer, any rate increases for calendar year 2001 set forth in its operating budget or such schedule. Disclosed on Schedule 4.16 is a list of all promotions and offers of discounts made by Seller in the 12 months prior to the date of this Agreement with respect to the Systems, which list is true, complete and correct in all material respects as of the date of this Agreement.

4.17. Finders and Brokers. Other than Daniels & Associates (whose fees will be paid by Seller), Seller has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Buyer could be liable.

4.18. Disclosure. Any item required to be disclosed on more than one Schedule to this Agreement will be deemed properly disclosed on all such Schedules if it is disclosed on any Schedule to this Agreement.

4.19. Accounts Receivable. The accounts receivable included in the Assets have not been assigned to or for the benefit of any other Person. Such accounts receivable arose and will arise from bona fide transactions in the ordinary course of business.

4.20. Inventory. Seller has, and at the Closing will have, and there will be maintained by the Systems and the Assets will include at Closing, an inventory of spare parts and other materials (including analog and digital converters and DOCSIS compliant cable modems) relating to the Systems of the type and nature and maintained at a level consistent with past practices in the ordinary course of business and otherwise in accordance with AT&T practices (which level will include any inventory maintained for the Systems, consistent with past practices, in regional warehouses or distribution centers located outside of the Service Area).

4.21. Books and Records. All Books and Records of Seller required to be maintained by applicable Legal Requirement are complete in all material respects.

5. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants to Seller, as of the date of this Agreement and as of the Closing, as follows:

5.1. Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite power and authority to carry on its business as currently conducted and to own, lease, use and operate its assets. Buyer is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the character of the properties owned, leased or operated by it or the nature of the activities conducted by it makes such qualification necessary, except any such jurisdiction where the failure to be so qualified and in good standing would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement.

5.2. Authority and Validity. Buyer has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and the Transaction Documents. The execution and delivery by Buyer of, the performance by Buyer of its obligations under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party have been duly authorized by

all requisite entity action. This Agreement is, and when executed and delivered by Buyer, the Transaction Documents will be, the valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except insofar as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

5.3. No Conflicts; Required Consents. Subject to the receipt of any consent or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Buyer, the performance of Buyer under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party do not and will not: (a) violate any provision of the organizational documents of Buyer; (b) violate any material Legal Requirement; or (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person.

5.4. Acknowledgment by Buyer. Buyer understands that the representations and warranties of the Seller contained in this Agreement will only survive the Closing as set forth in Section 10.1 and constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with the transaction contemplated hereby. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS OR LIABILITIES OF THE BUSINESS ARE SPECIFICALLY DISCLAIMED BY SELLER.

5.5. Finders and Brokers. Buyer has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Seller could be liable.

5.6. Legal Proceedings. There are no claims, actions, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened, by or before any Governmental Authority, or any arbitrator, by, against, affecting or relating to Buyer which, if adversely determined, would restrain or enjoin the consummation of the transactions contemplated by this Agreement or declare unlawful the transactions or events contemplated by this Agreement or cause any of such transactions to be rescinded.

6. ADDITIONAL COVENANTS.

6.1. Access to Premises and Records. Between the date of this Agreement and the Closing Date, upon reasonable advance notice from Buyer to Seller, Seller will give Buyer and its representatives reasonable access during normal business hours to all the premises and the Books and Records of the Business, to all the Assets, to the general managers of the Systems, and to other AT&T corporate personnel to the extent

reasonably necessary to effect a transition of the operations of the Systems to Buyer following the Closing, and will furnish to Buyer and its representatives all information regarding the Business, the Assets and, to the extent reasonably necessary to effect any transition with respect to any Excluded Assets, the Excluded Assets, as Buyer may from time to time reasonably request. All requests for access to AT&T corporate personnel will be made to Ms. Patty Conroy, at 303-858-3609.

6.2. Continuity and Maintenance of Operations; Financial Statements. Except as Buyer may otherwise consent in writing (which consent will not be withheld unreasonably), until the Closing:

6.2.1. Seller will conduct the Business and operate the Systems only in the ordinary course consistent in all material respects with past practices, and will use commercially reasonable efforts, to (a) preserve the Business intact, including preserving existing relationships with franchising authorities, suppliers, customers and others having business dealings with Seller relating to the Business and (b) keep available the services of the System Employees (but will be under no obligation to incur any costs in addition to what Seller is currently incurring to do so).

6.2.2. Without limiting the generality of the foregoing, Seller will (a) make capital expenditures in the ordinary course of business consistent with its 2001 capital budget (a complete and correct copy of which Seller has provided to Buyer) , as modified as described on Schedule 6.2.2; (b) make the capital expenditures required with respect to the specific capital projects disclosed on Schedule 6.2.2; (c) make any capital expenditures required to comply with the commitments, if any, in the Franchise and Contracts; and (d) make other capital expenditures to the extent reasonably requested by Buyer, up to an aggregate of $5,000,000 and subject to reimbursement by Buyer pursuant to Section 3.2.5. In addition, Seller will deploy digital converter boxes and cable modems in a manner consistent with its past practices and with the practices generally applicable to cable systems owned and operated by AT&T, including with respect to the make and model of such converter boxes and modems.

6.2.3. Seller will maintain the Assets in good repair, order and condition (ordinary wear and tear excepted), will maintain in full force and effect, policies of insurance with respect to the Business in such amounts and covering such risks as customarily maintained by operators of cable television systems of similar size and geographic location as the Systems, and will maintain its books, records and accounts in the ordinary manner on a basis consistent with past practices. Seller will (a) only report and write off accounts receivable in accordance with past practice, (b) withhold and pay when due all Taxes relating to System Employees, the Assets or the System, (c) maintain service quality of the Systems at a level at least consistent with past practices, (d) file with the FCC all reports required to be filed under applicable FCC rules and regulations, and (e) comply in all material respects with all Legal Requirements with respect to the System.

6.2.4. Seller will not, except as disclosed on Schedule 6.2: (a) sell, transfer or assign any material portion of the Assets other than sales in the ordinary

course of business; (b) modify, renew, terminate, suspend or abrogate any Franchises, Licenses or material Contracts (other than those constituting Excluded Assets); (c) enter into any non-ordinary course Contract or commitment involving an expenditure in excess of $75,000, other than Contracts or commitments which are cancellable on 60 days' notice or less without penalty and other than as contemplated by this Agreement; (d) modify its procedures for disconnection and discontinuation of service to subscribers whose accounts are delinquent; (e) increase the compensation or change any benefits available to System Employees, except as required pursuant to existing written agreements or except in the ordinary course of business consistent with past practice or in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer); (f) create, assume or permit to exist any Encumbrance (other than Permitted Encumbrances) on any of the Assets, other than those Encumbrances existing on the date hereof or any Encumbrance which will be released at or prior to the Closing; (g) enter into any collective bargaining agreement covering the System Employees who are not now covered by a collective bargaining agreement (h) enter into any new bonus, stock option, profit sharing, compensation, pension, welfare, retirement, employment or similar agreement, except in the ordinary course of business consistent with past practices, in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer) or where required by any Legal Requirement; (i) decrease the rate charged for any level of Basic Service, Expanded Basic Service or any Pay TV, except to the extent required by any Legal Requirement; and (j) solicit any Person to subscribe to any services of the Business other than in the ordinary course of business and consistent with past practices, which shall include promotions or offers of discount of the type disclosed on Schedule 4.16; provided, however, that notwithstanding the foregoing, from and after the date of this Agreement, Seller shall not solicit any Person to subscribe to (or offer to any Person to retain such Person as a subscriber to) any services of the Business in any manner which, directly or indirectly, involves the compromise, write-off or release of any amount due for services previously rendered to such Person by Seller.

6.2.5. Seller will deliver to Buyer, within 20 days following the end of each month prior to the Closing Date, the following unaudited financial reports (by GL number) for the prior month: "New System P&L (expanded)" report, "Field P&L" report, a capital expenditure summary, and a summary installation and disconnect activity report to include Equivalent Basic Subscribers (calculated in a manner consistent with Schedule 4.16) digital subscribers and @Home subscribers, and such other financial reports that Seller regularly prepares in the ordinary course of business as Buyer may reasonably request. All financial reports so delivered will present fairly and accurately, in all material respects, the financial condition and results of operations of the Business for the period of such report and will be prepared in accordance with GAAP on a basis consistent with the Financial Statements except as otherwise noted therein. Further, Seller will deliver to Buyer CSG reports CPRM-006 and CPSM-318 with respect to the Systems for January and March 2001 within 30 days following the end of each such month, and for May 2001, as soon as available, but in no event less than 15 days prior to the anticipated Closing Date.

6.3. Employee Matters. Buyer may, but shall have no obligation to, employ or offer employment to any of the System Employees. All employment-related matters relating to System Employees arising from and after the date of this Agreement will be handled in such manner as Buyer and Seller agree.

6.4. Leased Vehicles and Other Capital Leases. Seller will pay the remaining balances on any leases for vehicles or capital leases included in the Equipment and will deliver title to such vehicles and other Equipment free and clear of all Encumbrances (other than Permitted Encumbrances) to Buyer at the Closing.

6.5. Consents.

6.5.1. Prior to the Closing, Seller will use commercially reasonable efforts to obtain in writing, as promptly as possible and at its expense, all the Required Consents, in form and substance reasonably satisfactory to Buyer and will deliver to Buyer copies of such Required Consents promptly after they are obtained by Seller. Buyer will cooperate with Seller to obtain all Required Consents, but Buyer will not be required to accept or agree or accede to any modifications or amendments to, or changes in, or the imposition of any condition to the transfer to Buyer of any Contract, Franchise, License or other Governmental Permit that are not reasonably acceptable to Buyer. Notwithstanding the foregoing, Buyer will comply with the reasonable requests of Seller and, to the extent required, negotiate in good faith with any Third Party, as necessary for Seller to assign to Buyer in part the rights and obligations under any master Contract disclosed on Schedule 4.6.

6.5.2. Notwithstanding the provisions of Section 6.5.1, Seller will not have any further obligation to obtain Required Consents: (a) with respect to Contracts relating to pole attachments where the licensing party will not, after Seller's exercise of commercially reasonable efforts, consent to an assignment of such Contract but requires that Buyer enter into a new agreement with such licensing authority, in which case Buyer will use its commercially reasonable efforts to enter into such agreement prior to the Closing or as soon as practicable thereafter and Seller will cooperate with and assist Buyer in obtaining such agreements; (b) for any business radio license which Seller reasonably expects can be obtained within 120 days after the Closing and so long as a temporary authorization is available to Buyer under FCC rules with respect thereto and Seller has reasonably cooperated in the filing of assignment applications prior to the Closing; and (c) with respect to leased Real Property, if Seller obtains and makes operational prior to the Closing substitute leased Real Property that is reasonably satisfactory to Buyer.

6.5.3. Buyer and Seller will mutually agree upon their respective obligations with respect to, and ultimate disposition of, any Retained Franchise.

6.5.4. Subject to receiving information necessary from Buyer, Seller will execute and use commercially reasonable efforts to deliver all required FCC Forms 394 to the appropriate Governmental Authorities on or before February 28, 2001.

6.6. Title Commitments and Surveys. After the execution of this Agreement, Buyer may obtain, at its sole expense, (a) commitments for owner's title insurance policies (and if Buyer decides to do so, title insurance) on some or all Real Property owned by Seller and on easements which provide access to each such parcel of Real Property, and (b) an ALTA survey on each parcel of Real Property for which a commitment for a title insurance policy is to be obtained. Seller will provide reasonable assistance in connection with Buyer obtaining such commitments (and title insurance) and surveys, as Buyer may request from time to time (including delivering such affidavits and other documents that the title company or Buyer may reasonable request in order to cause the title company to issue title insurance in favor of Buyer). Without limiting the foregoing, Seller will as soon as practicable after the execution of this Agreement deliver to Buyer such information as shall be reasonably necessary to permit Buyer to order commitments for title insurance on Real Property owned by Seller and Buyer will promptly after receipt of such information order such commitments. If Buyer notifies Seller in writing that the commitment or survey discloses a defect in title that constitutes a breach, or any facts which could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.7, then Seller will promptly commence further investigation and use commercially reasonable efforts to, at its expense, cure the defect prior to the Closing. If Seller, having used such commercially reasonable efforts, is unable to cure the defect prior to the Closing and the Closing occurs, then (i) Buyer and Seller may enter into a written agreement at the Closing mutually acceptable to both parties with respect to Seller's obligation to cure such defect after the Closing, and (ii) any claim for indemnification that Buyer may have with respect to the defect may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.7. HSR Notification. As soon as practicable after the execution of this Agreement, but in any event no later than 30 days after such execution, Seller and Buyer will each complete and file, or cause to be completed and filed, any notification and report required to be filed under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); and each such filing will request early termination of the waiting period imposed by the HSR Act. Each party will bear its own costs incurred with respect to such filings. The parties will use their commercially reasonable efforts to respond as promptly as reasonably practicable to any inquiries received from the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice (the "Antitrust Division") for additional information or documentation and to respond as promptly as reasonably practicable to all inquiries and requests received from any other Governmental Authority in connection with antitrust matters. The parties will use their respective commercially reasonable efforts to overcome any objections which may be raised by the FTC, the Antitrust Division or any other Governmental Authority having jurisdiction over antitrust matters. Notwithstanding the foregoing, neither Buyer nor Seller will be required to make any significant change in the operations or activities of their respective business (or any material assets employed therein) or that of any of their respective Affiliates, if such party determines in good faith that such change would be materially adverse to the operations or activities of such business (or any material assets employed therein), provided such business has significant assets, net worth, or revenue. Each of Buyer and

Seller will coordinate with the other with respect to its filings and will cooperate to prevent inconsistencies between their respective filings and will furnish to each other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions under the HSR Act.

6.8. Notification of Certain Matters. Seller will promptly notify Buyer of any fact, circumstance, event or action by it or otherwise (a) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement or (b) the existence, occurrence or taking of which would result in any of Seller's representations and warranties in this Agreement or any Transaction Document not being true, complete and correct in all material respects when made or at the Closing. Seller will further notify Buyer of (i) any construction programs that Seller becomes aware are undertaken, or proposed or threatened to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any franchise area served by the System and (ii) any cable television franchise or other application or request of any Person for a cable television franchise that Seller becomes aware has been submitted or threatened or proposed which relates to any Service Area.

6.9. Risk of Loss; Condemnation.

6.9.1. Seller will bear the risk of any loss or damage to the Assets resulting from fire, theft or other casualty (except reasonable wear and tear) at all times prior to the Closing. If any such loss or damage is so substantial as to prevent normal operation of any material portion of the Systems or the replacement or restoration of the lost or damaged property within 45 days after the occurrence of the event resulting in such loss or damage, Seller will immediately notify Buyer of that fact and Buyer, at any time within 10 days after receipt of such notice, may elect by written notice to Seller either (a) to waive such defect and proceed toward consummation of the transactions contemplated by this Agreement in accordance with terms of this Agreement or (b) terminate this Agreement. If Buyer elects so to terminate this Agreement, Buyer and Seller will be discharged of any and all obligations hereunder. If Buyer elects to consummate the transactions contemplated by this Agreement notwithstanding such loss or damage and does so, there will be no adjustment in the consideration payable to Seller on account of such loss or damage (other than the amount of any insurance deductible), but all insurance proceeds payable as a result of the occurrence of the event resulting in such loss or damage will be delivered by Seller to Buyer, or the rights to such proceeds will be assigned by Seller to Buyer if not yet paid over to Seller.

6.9.2. If, prior to the Closing, all or any portion of the Assets are taken or condemned as a result of the exercise of the power of eminent domain (which shall not be deemed to include the exercise of any right of first refusal in any Franchise), or if a Governmental Authority having such power seeks to condemn a portion of the Assets by proper statutory process (such event being called, a "Taking"), then Seller will promptly so notify Buyer and Buyer may, by giving notice to Seller within 10 days of receiving notice of the Taking, elect, in the name of Seller, to

negotiate for, claim, contest and receive all damages with respect to the Taking. If Buyer so elects, (a) Seller will be relieved of its obligation to convey to Buyer the Assets or interests that are the subject of the Taking, (b) at the Closing, Seller will assign to Buyer all of the Seller's rights (including the right to receive payment of damages) with respect to the Taking and will pay to Buyer all damages previously received by Seller with respect to the Taking, and (c) following the Closing, Seller will give the Buyer such further assurances of such rights and assignment with respect to the Taking as may from time to time reasonably request. If the portion of the Assets subject to such Taking is material to the operation of the Business or the Systems, taken as a whole, Buyer may elect to terminate this Agreement with no liability to Seller.

6.10. Transfer Taxes. Any state or local sales, use, transfer, or documentary transfer Taxes or fees or any other charge imposed by any Governmental Authority (other than any of Seller's income, franchise, gross receipts, corporation, excess profits, rental, devolution, or payroll tax by whatsoever authority imposed or howsoever designated) arising from or payable by reason of the transfer of the Assets contemplated by this Agreement will be shared equally by Buyer and Seller.

6.11. Updated Schedules. Not less than 10 Business Days prior to the projected Closing Date, Seller will deliver to Buyer revised copies of each of the Schedules, except for Schedules 4.15 and 4.16, in each case updated and marked to show any changes occurring between the date of this Agreement and the date of delivery; provided, however, that for purposes of Seller's representations and warranties and covenants in this Agreement, all references to the Schedules will mean the version of the Schedules attached to this Agreement on the date of signing, and provided, further, that if the effect of any such updates to Schedules is to disclose any one or more additional properties, privileges, rights, interests or claims not included on the Schedules as of the date of this Agreement, Buyer will have the right (to be exercised by written notice to Seller at or before the Closing) to cause any one or more of such items to be designated as and deemed to constitute Excluded Assets for all purposes under this Agreement unless such items are Contracts that were not required to be scheduled or that were entered into after the date of this Agreement in accordance with the terms of this Agreement.

6.12. Use of Seller's Name. Seller and its Affiliates will retain all rights with respect to the names "AT&T," "Tele-Communications, Inc." and "TCI" or any and all derivations thereof after the Closing. Buyer will remove or delete such names or any and all derivations thereof from the Business and Assets as soon as reasonably practicable, but in any event by the 120th day following the Closing. Notwithstanding the foregoing, nothing in this Section 6.12 will require Buyer to remove or discontinue using any such name or mark that is affixed to converters or other items in consumer homes or properties on the Closing Date, or as are used in a similar fashion which makes such removal or discontinuation impracticable, provided that Buyer makes a reasonable effort to request and provides necessary materials to enable subscribers to cover or remove names and marks affixed to such converters and other items.

6.13. Transitional Billing Services. Seller will provide to Buyer, upon request, access to and the right to use its billing system computers, software and related fixed assets ("Transitional Billing Services") in connection with the System for a period of up to 180 days following the Closing to allow for conversion of existing billing arrangements. Buyer will notify Seller at least 30 days prior to the Closing as to whether it desires Transitional Billing Services from Seller. Buyer will reimburse Seller for all direct expenses incurred by Seller in providing the Transitional Billing Services.

6.14. Transition of High Speed Data Services; Other Transitional Matters. Seller and Buyer will cooperate in good faith to establish a mutually agreeable plan to allow for the conversion of high speed data customers from Seller to Buyer. Seller will take such action as Buyer reasonably requests with respect to such conversion, and Buyer will reimburse Seller for all direct expenses incurred by Seller in complying with such requests. Between the date of this Agreement and the Closing, Seller and Buyer will further cooperate in good faith with respect to such other matters as necessary to provide for the orderly transition of the Business from Seller to Buyer at the Closing.

6.15. Certain Notices. Seller will duly and timely file a valid request to invoke the formal renewal provisions of Section 626(a) of the Communications Act with the appropriate Governmental Authority with respect to all Franchises of the Business that will expire within 35 months after any date between the date of this Agreement and the Closing Date.

6.16. Satisfaction of Conditions. Each party will use commercially reasonable efforts to satisfy, or to cause to be satisfied, the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement, as set forth in Section 7, as soon as practicable and in order to permit the Closing to occur on or prior to the Target Closing Date.

6.17. Bulk Transfers. Buyer and Seller each waive compliance by the other with Legal Requirements relating to bulk transfers that may be applicable to the transactions contemplated hereby.

6.18. Programming Matters.

6.18.1. Buyer will execute and deliver to Seller such documents as may be reasonably requested by Seller to comply with the requirements of its programming Contracts and channel line-up requirements with respect to divestitures of cable television systems (other than agreements to assume such programming Contracts or make any payments or commitments or assume any obligations thereunder). Seller will execute and deliver such documents as may be reasonably requested by Buyer to comply with the requirements of its programming Contracts and channel line-up requirements with respect to acquisitions of cable television systems. Neither party will be required to make any payments to the other's programmers in the fulfillment of its obligations under this Section 6.18.

6.18.2. Seller will reasonably cooperate with Buyer, at Buyer's request, in connection with Buyer's efforts to (a) negotiate with programming providers with respect to on-going support provided by such programmers for programming services carried by the Systems, and (b) obtain carriage agreements with respect to digital programming services provided by the Systems that Buyer intends to continue to offer after the Closing.

6.19. Cooperation as to Rates and Fees.

6.19.1. After the Closing, notwithstanding the terms of Section 10.4, Buyer will have the right at its own expense to assume control of the defense of any rate proceeding with respect to the Systems that remains pending as of the Closing or that arises after the Closing but relates to the pre-Closing operation of the Systems; provided that Seller may complete the pending AT&T Late Fee Settlement and the defense of such litigation as it relates to the Systems will not be turned over to Buyer. Buyer will promptly notify Seller regarding the commencement of any such rate proceeding relating to the pre-Closing operation of the Systems. In any such rate proceeding involving the Systems, Seller will cooperate in such proceeding and promptly deliver to Buyer all information reasonably requested by Buyer as necessary or helpful in such proceeding.

(a) If Buyer elects to assume control of the defense of any such rate proceeding, then (i) Seller will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) Buyer will have the right to settle any rate proceeding relating to the pre-Closing operation of the Systems unless under such settlement Seller would be required to bear liability with respect to the pre-Closing time period, in which event such settlement will require Seller's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

(b) If Buyer does not elect to assume control of the defense of any such rate proceeding, then (i) Buyer will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) without the prior consent of Buyer (which will not be unreasonably withheld, conditioned or delayed), Seller will not settle such rate proceeding if such settlement would require Buyer to bear any liability or would adversely affect the rates to be charged by Buyer. In any such rate proceeding involving the Systems, Buyer will cooperate in such proceeding and promptly deliver to Seller all information in its possession that is reasonably requested by Seller as necessary or helpful in such proceeding.

6.19.2. If Seller is required, following the Closing, pursuant to any Legal Requirement, settlement or otherwise, including the AT&T Late Fee Settlement, to reimburse or provide in-kind or another form of consideration to any subscribers of the Systems in respect of any subscriber payments previously made by them, including fees for cable television service, late fees and similar payments, Buyer agrees that it will make such reimbursement or provide such in-kind or other form of consideration

through Buyer's billing system on terms specified by Seller, and Seller will reimburse Buyer for all such payments and other consideration made by Buyer following the Closing and for Buyer's reasonable out-of-pocket expenses incurred in connection therewith. Such reimbursement will be reflected in the Final Adjustments Report, to the extent then known. For expenses incurred after completion of the Final Adjustments Report, Seller will reimburse Buyer within 60 days after receipt of a statement therefor. Buyer will provide Seller with all information in Buyer's possession that is reasonably required by Seller in connection with such reimbursement.

6.20. Cooperation on Pending Litigation. With respect to any defense or prosecution of any litigation or legal proceeding with respect to the Systems that relates to the period prior to the Closing Time and for which Seller and its Affiliates are responsible pursuant to this Agreement, Buyer will cooperate with and assist Seller and its Affiliates, upon reasonable request, by making witnesses available and providing all information in its possession (including, upon reasonable advance notice, access to employees with information regarding such proceedings and access to books and records that may relate to the proceedings, in each case without interfering in any material respect with the conduct of Buyer's business) that Seller and its Affiliates may reasonably require in connection with such litigation or legal proceedings or in response to any complaint, claim, inquiry, order or requirements of any Governmental Authority or other Third Party.

6.21. Confidentiality.

6.21.1. Neither Buyer nor Seller will, nor will it permit any of its Affiliates to, issue any press release or make any other public announcement or any oral or written statements to Seller's employees concerning this Agreement or the transactions contemplated hereby except as required by applicable Legal Requirements, without the prior written consent of the other party. Each party will hold, and will cause its employees, consultants, advisors and agents to hold, the terms of this Agreement in confidence; provided that (a) such party may use and disclose such information once it has become publicly disclosed (other than by such party in breach of its obligations under this Section) or which rightfully has come into the possession of such party (other than from the other party) and (b) to the extent that such party may be compelled by Legal Requirements to disclose any of such information, but the party proposing to disclose such information will first notify and consult with the other party concerning the proposed disclosure, to the extent reasonably feasible. Each party also may disclose such information to employees, consultants, advisors, agents and actual or potential lenders or investors whose knowledge is necessary to facilitate the consummation of the transactions contemplated by this Agreement. The obligation by either party to hold information in confidence pursuant to this Section will be satisfied if such party exercises the same care with respect to such information as it would exercise to preserve the confidentiality of its own similar information.

6.21.2. All information concerning the Business or Assets obtained by Buyer or its Affiliates pursuant to or in connection with negotiation of this Agreement will be used by Buyer and its Affiliates solely for purposes related to this Agreement

and, in the case of nonpublic information, will, except as may be required for the performance of this Agreement or by Legal Requirement, be kept in strict confidence by Buyer and its Affiliates in accordance with the terms of the letter agreement dated October 24, 2000, which letter agreement is hereby incorporated in this Agreement by reference. Any breach of such letter agreement will be deemed a material breach of this Agreement.

6.22. Lien Searches. Promptly after the Effective Date, Seller will provide to Buyer copies of Requests for Information or Copies (Form UCC-11) (or a similar search report acceptable to Buyer) (each, a "Lien Search") listing all judgments and tax liens, and all effective financing statements with respect to any of the Assets, which name as debtor either Seller, any of its Affiliates which operate cable television businesses in each Service Area for which the respective Lien Search is made, AT&T Broadband, LLC, or Tele-Communications, Inc.. Seller will exercise commercially reasonable efforts to remove Encumbrances (other than a Permitted Encumbrance or an Encumbrance which will be terminated or released at or prior to the Closing) prior to the Closing. If such Encumbrance cannot be removed prior to the Closing and if Buyer elects to waive such Encumbrance and proceed towards consummation of the transaction in accordance with this Agreement (such election to proceed to be exercised by Buyer in its reasonable discretion), Buyer and Seller will enter into a written agreement at the Closing containing the commitment of Seller to use commercially reasonable efforts to remove the Encumbrance following the Closing on terms satisfactory to Buyer in its reasonable discretion or such other agreement mutually acceptable to the parties.

6.23. No Solicitation. Between the date of this Agreement and the Closing Date, Seller will not, and will cause its respective shareholders, 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 Systems or the Business, engage in any negotiations concerning, or provide to any other Person any information or data relating to the Systems, the 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 directly or indirectly of all or substantially all of the Assets, the Systems or the Business.

6.24. Systems' Financial Statements. Seller will use commercially reasonable efforts to deliver to Buyer (a) audited consolidated financial statements for the Business for the years ended December 31, 1998, 1999 and 2000, not later than April 17, 2001, and (b) unaudited consolidated financial statements for the three months ended March 31, 2001, not later than May 1, 2001, all in a form conforming to SEC rules. All accounting costs and fees incurred by reason of the preparation of such financial statements will be borne by Buyer. Seller hereby consents to (i) the inclusion by Buyer of the Systems' financial statements, if required to be so included by Buyer, in any report required to be filed by Buyer with the Securities and Exchange Commission ("SEC"), National Association of Securities Dealers' Automated Quotations

("NASDAQ") System or any stock exchange pursuant to applicable law, rule or regulation, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and (ii) the disclosure by Buyer of the Systems' financial statements to Buyer's public and private debt and equity financing sources. Seller will request, and use commercially reasonable efforts at no out-of-pocket cost to Seller to obtain, the consent of the independent public accountants of Seller to the inclusion of the Systems' financial statements in any report required to be filed by Buyer with the SEC, NASDAQ System or stock exchange.

6.25. Environmental Assessments.

6.25.1. Buyer may, at its sole expense, commission a qualified engineering firm to conduct an assessment in accordance with ASTM Standard E1527-00, and including an evaluation for asbestos and asbestos containing materials, with respect to any or all owned parcels of Real Property. If Buyer notifies Seller in writing as soon as is reasonably practicable after the date Buyer receives the assessment with respect to a parcel of owned Real Property that the assessment discloses an environmental condition that (a) constitutes a breach, or could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.8 or (b) could reasonably be expected to impair the use or value of such Real Property for the continued operations of the Business or subject Buyer to any Losses if Buyer consummates this Agreement, then Seller shall promptly commence further investigation and use commercially reasonable efforts at its expense to cure the condition prior to the Closing, provided that Seller shall have no obligation to spend more than $25,000,000 (the "Maximum Remediation Amount") in the aggregate in its attempt to cure all such conditions. If Seller exercises its right not to cure such conditions because the aggregate cost would exceed the Maximum Remediation Amount, Buyer may (a) terminate this Agreement with no cost or obligation on the part of Buyer, or (b) waive the obligation to cure, in which event Buyer will receive a credit at the Closing in the amount, if any, by which the Maximum Remediation Amount exceeds the aggregate amount paid by Seller to third parties in connection with curing such conditions, and Buyer will assume all liabilities and obligations in connection with such conditions. If the foregoing is inapplicable because (i) the aggregate amount to cure all conditions does not exceed the Maximum Remediation Amount or (ii) Seller does not exercise its right not to cure conditions that exceed the Maximum Remediation Amount, and Seller having used commercially reasonable efforts is unable to cure all conditions prior to the Closing, then (A) Seller shall remain obligated to cure as promptly as reasonably practicable after the Closing all such remaining conditions, and (B) Buyer may seek indemnification with respect to any breach of this post-Closing obligation and such claim for indemnification may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.25.2. In the event this Agreement is terminated or fails to close in accordance with its terms, Buyer agrees to repair any damage or disturbance it causes to the Real Property in the course of such investigative activities by returning such Real Property to approximately the same condition as existed prior to such investigative activities. Buyer will indemnify, defend and hold Seller free and harmless from and

against any and all Losses of any type arising directly out of any act or omission of Buyer or any of Buyer's representatives on or about the Real Property in the course of such investigative activities.

6.25.3. All information collected and generated as a result of the environmental due diligence authorized by Section 6.25.1 will be subject to the terms and conditions of Section 6.21 of this Agreement. Buyer will provide to Seller copies of all reports, assessments and other information composed or compiled by Buyer's environmental consultants within five Business Days after Buyer's receipt of copies thereof.

6.26. Marketing Efforts. Seller will continue to market digital video services and the cable modem services provided through @Home in the ordinary course of business consistent with past practices.

6.27. Expired Leases. Seller will exercise commercially reasonable efforts prior to the Closing to obtain written renewals or extensions for at least one year following the Closing of all leases of Real Property that will have expired prior to the Closing.

6.28. System Telephone Services. Prior to the Closing, Buyer will select a vendor for the provision, and arrange for the transition, of all telephony services (e.g., long distance, data circuits, and 800 number) used in connection with the operation of the Systems. If Buyer fails to effect the transition of telephony services to its selected vendor as of the Closing Date, then Buyer will reimburse Seller for all direct charges incurred by Seller after the Closing with respect to telephony services used in connection with the operation of the Systems or in the conduct of the Business.

7. CONDITIONS TO CLOSING.

7.1. Conditions to the Obligations of Buyer and Seller. The obligations of each party to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following, which may be waived by the parties to the extent not prohibited by applicable Legal Requirements:

7.1.1. HSR Act Filings. All filings required under the HSR Act have been made and the applicable waiting period has expired or been earlier terminated without the receipt of a formal complaint or objection by the Antitrust Division or the FTC.

7.1.2. Absence of Legal Proceedings. No suit, action or proceeding is pending or threatened by any Person, no judgment has been entered and not vacated by any Governmental Authority and no Legal Requirement has been enacted, promulgated or issued or become or deemed applicable to any of the transactions contemplated by this Agreement by any Governmental Authority, which prevents or makes illegal, or is reasonably likely to prevent or make illegal, the purchase and sale of the Assets contemplated by this Agreement. No party will assert that this condition has not been satisfied by reason of any suit, action or proceeding pending or threatened

against Seller by any Governmental Authority with respect to a Franchise or the proposed assignment thereof, provided that the conditions set forth in Section 7.2.4 and 7.3.4 have been satisfied or waived.

7.2. Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions, which may be waived by Buyer to the extent not prohibited by applicable Legal Requirements:

7.2.1. Accuracy of Representations and Warranties. The representations and warranties of Seller in this Agreement, are true in all respects without giving effect to any qualifications related to materiality or Knowledge, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except for any representation or warranty which is made as of a specified date, which representation or warranty will be so true and correct as of such specified date; provided, this condition will be deemed satisfied if all such untrue or incorrect representations and warranties in the aggregate, do not have a Material Adverse Effect.

7.2.2. Performance of Agreements. Seller in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Seller at or prior to the Closing.

7.2.3. Deliveries. Seller shall have delivered the items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.2.

7.2.4. Required Consents.

(a) As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises (as defined in Schedule 7.2.4) shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

(b) Except as otherwise provided in Section 6.5.2, Buyer shall have received all of the Required Consents marked with an asterisk on Schedule 4.3 (other than Required Consents with respect to Franchises, as to which subsection (a) above shall apply).

7.2.5. Subscribers. The number of Equivalent Basic Subscribers served by the Systems (including those served under Retained Franchises) is not less than 85% of the Subscriber Threshold.

7.2.6. Material Adverse Effect. During the period from the date of this Agreement through and including the Closing Date, there shall not have occurred

and be continuing any event or events having, individually or in the aggregate, a Material Adverse Effect.

7.2.7. Franchise Extensions. Seller shall have obtained for each Franchise for which a valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has not been timely filed with the appropriate Governmental Authority either (a) a renewal or extension of such Franchise for a period expiring no earlier than three years after the Closing Date, or (b) a written confirmation from the appropriate Governmental Authority that the procedure established by Section 626(a) of the Communications Act nonetheless will apply to the renewal of such Franchise.

7.2.8. Lease Extensions. Seller shall have obtained extensions of at least one year with respect to the expired Real Property leases designated with an asterisk on Schedule 4.7.

7.2.9. Other. Such other conditions as Buyer and Seller may agree.

7.3. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or before the Closing, of the following, which may be waived by Seller, to the extent not prohibited by applicable Legal Requirements:

7.3.1. Accuracy of Representations and Warranties. The representations and warranties of Buyer in this Agreement and in any Transaction Document, if specifically qualified by materiality, are true in all respects and, if not so qualified, are true in all material respects, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except where the failure to be so true would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to perform its obligations hereunder.

7.3.2. Performance of Agreements. Buyer in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Buyer at or prior to the Closing.

7.3.3. Deliveries. Buyer shall have delivered the payment, items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.3.

7.3.4. Required Consents. As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

7.3.5. Contemporaneous or Prior Closings. If the closing of the transactions contemplated by the Asset Purchase Agreement, of even date herewith, among certain Affiliates of AT&T and Buyer and relating to certain cable television systems operating in Iowa and western Illinois shall have been consummated prior to the Closing, then the closing of the transactions contemplated by the Asset Purchase Agreements, of even date herewith, among certain Affiliates of AT&T and Buyer and relating to certain cable television systems operating in (a) southern Illinois, on the one hand, and (b) central Georgia, on the other hand, shall have been consummated prior to or contemporaneously with the Closing.

8. CLOSING.

8.1. Date, Time and Place of the Closing.

8.1.1. The Closing will be held on a date mutually selected by Buyer and Seller which is no less than five nor more than 10 Business Days following the date all conditions to the Closing contained in this Agreement (other than those based on acts to be performed at the Closing) have been satisfied or waived; provided, however, that (a) either party may postpone the Closing Date until the last day of the month in which all such conditions are satisfied or waived; (b) if all such conditions are satisfied or waived such that the Closing could occur prior to the Target Closing Date, either party may postpone the Closing Date to a date not later than the Target Closing Date; (c) Buyer may (i) postpone the Closing through the later of (A) August 31, 2001 and (B) the date which is 60 days after all conditions to the Closing contained in this Agreement have been satisfied or waived, if there shall have occurred a Financial MAC, (ii) postpone the Closing to a date not later than 75 days after receipt of the audited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before April 17, 2001, and (iii) postpone the Closing to a date not later than 60 days after receipt of the unaudited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before May 1, 2001.

8.1.2. The Closing will be held at 9:00 a.m., local time, at Buyer's counsel's office located at 1221 Avenue of the Americas, New York, New York 10020, or at such other place and time as Buyer and Seller may agree.

8.2. Seller's Delivery Obligations . At the Closing, Seller will deliver (or cause to be delivered) to Buyer the following:

(a) Bill of Sale and Assignment and Assumption Agreements in substantially the form of Exhibit A to this Agreement (the "Bills of Sale");

(b) A special or limited warranty (or local equivalent) deed in a form reasonably acceptable to Buyer (and complying with applicable state laws) with respect to each parcel of Real Property which is owned by Seller, duly executed and acknowledged and in recordable form, warranting only to defend

title to such owned Real Property in the peaceable possession of Buyer against all persons claiming by, through or under Seller, subject, however, to any Permitted Encumbrances, and in form sufficient to permit the applicable title company to issue the title policies requested by Buyer, together with any title affidavit reasonably required by the title insurer that does not expand the aforesaid limited or special warranty of Seller;

(c) Title certificates to all vehicles included among the Assets, endorsed for transfer of valid and good title to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), and separate bills of sale or other transfer documentation for such vehicles, if required by the laws of the states in which such vehicles are titled;

(d) A certificate, dated the Closing Date, signed by an authorized Person on behalf of Seller, stating that, to Seller's Knowledge, the conditions set forth in Sections 7.2.1 and 7.2.2 are satisfied;

(e) Certified resolutions of the Board of Directors or other evidence reasonably satisfactory to Buyer that Seller has taken all corporate action necessary to authorize this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby;

(f) A FIRPTA Non-Foreign Seller Certificate from Seller certifying that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 reasonably satisfactory in form and substance to Buyer;

(g) Evidence reasonably satisfactory to Buyer that all Encumbrances (other than Permitted Encumbrances) affecting or encumbering the Assets have been terminated, released or waived, as appropriate, or original, executed instruments in form reasonably satisfactory to Buyer effecting such terminations, releases or waivers;

(h) All Books and Records, delivery of which will be deemed made to the extent such Books and Records are then located at any of the offices of the Systems included in the Real Property;

(i) A certificate executed by the secretary or assistant secretary of Seller authenticating Seller's organizational documents, certifying as to the incumbency, and authenticating the signatures, of those persons executing this Agreement and certificates or other documents delivered hereunder on behalf of Seller;

(j) A certificate as of a recent date from the appropriate office of the state of organization of each Seller and the state in which the Business is operated as to the good standing of such Seller;

(k) An opinion of in-house counsel for Seller, in a form reasonably acceptable to Buyer;

(l) An opinion of Cole Raywid & Braverman, FCC counsel to Seller, in a form reasonably acceptable to Buyer;

(m) A noncompetition agreement in the form of Exhibit B to this Agreement; and

(n) Such other documents as Buyer may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement.

8.3. Buyer's Delivery Obligations . At the Closing, Buyer will deliver (or cause to be delivered) to Seller the following:

(a) the Purchase Price required to be paid at the Closing, as adjusted in accordance with this Agreement;

(b) the Bills of Sale executed by Buyer;

(c) a certificate, dated the Closing Date, signed by an authorized Person of Buyer, stating that, to Buyer's knowledge, the conditions set forth in Sections 7.3.1 and 7.3.2 are satisfied;

(d) An opinion of Sonnenschein, Nath and Rosenthal, counsel for Buyer, in a form reasonably acceptable to Seller;

(e) such other documents as Seller may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement and the Escrow Agreement, if required under this Agreement.

9. TERMINATION.

9.1. Events of Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

9.1.1. by the mutual written consent of Buyer and Seller;

9.1.2. by either party, upon written notice to the other party, if the transactions contemplated by this Agreement to take place at the Closing have not been consummated by the date which is 12 months after the date of this Agreement, for any reason other than (a) a breach or default by such party in the performance of any of its obligations under this Agreement, or (b) the failure of any representation or warranty of such party to be accurate;

9.1.3. by either party at any time upon written notice to the other, if the other is in material breach or default of any of its covenants, agreements or other obligations in this Agreement or in any Transaction Document and fails to cure such breach or default (a) within the 30-day period following such written notice or, (b) if such breach or default is incapable of being cured within such 30-day period and the defaulting party does not promptly initiate and diligently pursue such cure to completion upon receipt of such notice, within a reasonable period of time; or

9.1.4. by either party, immediately upon written notice to the other, if all of the conditions to the Closing have been satisfied or waived and the other party refuses or is unable to consummate the transactions contemplated by this Agreement for any reason within the time period determined pursuant to Section 8.1.1.

9.1.5. by either party as otherwise provided in this Agreement.

9.2. Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate except for the obligations set forth in this Section and in Sections 6.21 and 11.16. Notwithstanding a party's right to pursue remedies for breach of contract upon termination of this Agreement in accordance with Section 9.1, no remedies for breaches of representations and warranties will be available if this Agreement is terminated pursuant to Section 9.1, and no party will be liable for any incidental, consequential, exemplary, special, or punitive damages in connection with any claim for breach of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated by Seller pursuant to Sections 9.1.3 or 9.1.4, then Seller will be entitled to receive, as liquidated damages and in lieu of any other damages for breach of contract, the amount of $20,000,000. The parties acknowledge that it is impractical and would be extremely difficult to determine the actual damages that may proximately result from Buyer's failure to perform its obligations under this Agreement. Accordingly, the liquidated damages provided in this Section 9.2 are (a) not a penalty, and (b) reasonable and not disproportionate to the presumed damages to Seller from a failure by Buyer to comply with its obligations under this Agreement.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

10.1. Survival of Representations and Warranties. The representations, warranties, covenants and agreements of Seller in this Agreement and the Transaction Documents (other than covenants and agreements which by their terms are to be performed after the Closing Date) will survive until 12 months after the Closing Date, except that the representations, warranties and covenants with respect to Taxes, title and environmental matters, and third party claims relating to Excluded Assets or Excluded Liabilities, will survive until 30 days after the expiration of the relevant statute of limitations. The representations, warranties, covenants and agreements (other than the covenants and agreements which by their terms are to be performed after the Closing Date) of Buyer in this Agreement and the Transaction Documents will survive until 12 months after the Closing Date. The covenants and agreements of the parties in this Agreement and in the Transaction Documents to be delivered by Seller or Buyer

pursuant to this Agreement, that are by their terms intended to be performed after the Closing will survive the Closing and will continue in full force and effect in accordance with their terms. The applicable periods of survival of the representations, warranties, covenants and agreements prescribed by this Section 10.1 are referred to as the "Survival Period." The liabilities of the parties under their respective representations, warranties, covenants and agreements will expire as of the expiration of the applicable Survival Period; provided, however, that such expiration will not include, extend or apply to any breach of which has been asserted by a party in a written notice to the breaching party before such expiration or about which the breaching party has given the other party written notice before such expiration indicating that facts or conditions exist that, with the passage of time or otherwise, can reasonably be expected to result in a breach (and describing such potential breach in reasonable detail).

10.2. Indemnification by Seller. Following the Closing, Seller will indemnify, defend and hold harmless Buyer and its shareholders and its and their respective Affiliates, and the shareholders, directors, officers, employees, agents, successors and assigns of any of such Persons, from and against all Losses of or to Buyer or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Seller in this Agreement, (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement, (c) any liability or obligation of Seller or relating to the Business not included in the Assumed Obligations and Liabilities, and (d) any labor or employment matter relating to the System Employees that is attributable to any act or omission of Seller occurring prior to the Closing.

10.3. Indemnification by Buyer. Following the Closing, Buyer will indemnify, defend and hold harmless Seller and Seller's shareholders, directors, officers, employees, agents, successors and assigns, from and against all Losses of or to Seller or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Buyer in this Agreement, (b) any breach of any covenant, agreement or obligation of Buyer contained in this Agreement, (c) the failure by Buyer to perform the Assumed Obligations and Liabilities, (d) any claim made by a System Employee relating to Buyer's use of such Employee's personnel files obtained from Seller at the request of Buyer, and (e) Buyer's waiver of its condition to Closing set forth in Section 7.2.4 and the resulting transfer of the Assets without having obtained the necessary Required Consents.

10.4. Third Party Claims. Promptly after the receipt by any party of notice of any claim, action, suit or proceeding by any Person who is not a party to this Agreement (collectively, an "Action"), which Action is subject to indemnification under this Agreement, such party (the "Indemnified Party") will give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party"). The Indemnified Party will be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any such Action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, (a) admits in writing to the Indemnified Party the Indemnifying Party's liability to the Indemnified Party for such Action under the terms

of this Section 10, (b) notifies the Indemnified Party in writing of the Indemnifying Party's intention to assume such defense, (c) provides evidence reasonably satisfactory to the Indemnified Party of the Indemnifying Party's ability to pay the amount, if any, for which the Indemnified Party may be liable as a result of such Action and (d) retains legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action. The other party will cooperate with the party assuming the defense, compromise or settlement of any such Action in accordance with this Agreement in any manner that such party reasonably may request. If the Indemnifying Party so assumes the defense of any such Action, the Indemnified Party will have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement of the Action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) any relief other than the payment of money damages is sought against the Indemnified Party or (iii) the Indemnified Party will have been advised by its counsel that there may be one or more defenses available to it which are different from or additional to those available to the Indemnifying Party, and in any such case that portion of the fees and expenses of such separate counsel that are reasonably related to matters covered by the indemnity provided in this Section 10 will be paid by the Indemnifying Party. No Indemnified Party will settle or compromise any such Action for which it is entitled to indemnification under this Agreement without the prior written consent of the Indemnifying Party, unless the Indemnifying Party has failed, after reasonable notice, to undertake control of such Action in the manner provided in this Section 10.4. No Indemnifying Party will settle or compromise any such Action (i) in which any relief other than the payment of money damages is sought against any Indemnified Party or (ii) in the case of any Action relating to the Indemnified Party's liability for any Tax, if the effect of such settlement would be an increase in the liability of the Indemnified Party for the payment of any Tax for any period beginning after the Closing Date, unless the Indemnified Party consents in writing to such compromise or settlement.

10.5. Limitations on Indemnification - Seller. Seller will not be liable for indemnification arising under Section 10.2 (except for indemnification claims made pursuant to subsection (d) of Section 10.2) for any Losses of or to Buyer or any other person entitled to indemnification from Seller unless the amount of such Losses for which Seller would, but for the provisions of this Section 10.5, be liable exceeds, on an aggregate basis, $2,000,000 (the "Threshold Amount"), provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Seller receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with Section 10.4. Seller will not be liable for Buyer's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Seller will be required to pay for indemnification arising under Section 10.2 in respect of all claims by all indemnified parties is $30,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this

Section 10.5 will apply to the obligation to pay post-Closing adjustments pursuant to Section 3.3, Seller's obligation to discharge the Excluded Liabilities, or to Seller's breach of its representations and warranties that it has title to the Assets (including Real Property), and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.6. Limitations on Indemnification - Buyer. Buyer will not be liable for indemnification arising under Section 10.3 for any Losses of or to Seller or any other person entitled to indemnification from Buyer unless the amount of such Losses for which Buyer would, but for the provisions of this Section 10.6, be liable exceeds, on an aggregate basis, the Threshold Amount, provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Buyer receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with section 10.4. Buyer will not be liable for Seller's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Buyer will be required to pay for indemnification arising under Section 10.3 in respect of all claims by all indemnified parties is $30,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this Section 10.6 will apply to the obligation to pay the Purchase Price, as adjusted, and post-Closing adjustments pursuant to Section 3.3, or to Buyer's obligation to assume and perform the Assumed Obligations and Liabilities, and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.7. Sole Remedy. Each party acknowledges and agrees that, should the Closing occur, its sole and exclusive remedy against the other with respect to any breach of representation, warranty, covenant, agreement or obligation will be pursuant to the indemnification provisions set forth in this Section 10.

11. MISCELLANEOUS.

11.1. Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon the parties and their respective permitted assigns and successors in interest and will inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement. Without the prior written consent of the other party, no party will assign any of its rights under this Agreement or delegate any of its duties under this Agreement; provided, however, that (i) Seller may assign its rights under this Agreement (but not obligations) to a qualified intermediary within the meaning of Code Section 1.1031(k)-1(g)(4)(iii) ("Qualified Intermediary") and (ii) either party may assign its rights to an Affiliate so long as the assigning party continues to be bound by the terms of this Agreement. If Seller elects to assign its rights under this Agreement to a Qualified Intermediary, Buyer will cooperate with Seller as may be reasonably necessary in connection with such assignment and the

deferred tax-free exchange to be accomplished in connection therewith, including acknowledging the execution of a written agreement between Seller and the Qualified Intermediary.

11.2. Notices. Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, certified mail, or sent by courier or, if receipt is confirmed, by telecopier:

To Buyer at:

Mediacom Communications Corporation
100 Crystal Run Road
Middletown, New York 10941
Attention: Mr. Rocco B. Commisso
Fax: (845) 695-2639

With a copy to:

Robert L. Winikoff, Esq
Sonnenschein Nath & Rosenthal
24th Floor
1221 Avenue of the Americas
New York, NY 10020
Fax: (212) 768-6800

To Seller at:

c/o AT&T Broadband, LLC
188 Inverness Drive West
Englewood, Colorado 80112
Attention: Alfredo Di Blasio
Fax: (303) 858-3456

With a copy similarly addressed to the attention of Karla Tartz, Esq., Fax: (303) 858-3487.

With a copy (which will not constitute notice) to:

Holland & Hart LLP
555 Seventeenth Street
Suite 3200
Denver, Colorado 80202
Attention: Stephen P. Villano, Esq.
Fax: (303) 295-8261

Any party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 11.2. All notices will be deemed to have been received on the date of actual receipt.

11.3. Attorneys' Fees. In the event of any action or suit based upon or arising out of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs of such action or suit from the other party.

11.4. Right to Specific Performance. Each party acknowledges that the unique nature of the transactions contemplated by this Agreement and the circumstances under which this Agreement has been entered into renders money damages for a breach of the parties' respective obligations to consummate the transactions contemplated by this Agreement an inadequate remedy, and the parties agree that either party will be entitled to pursue specific performance as a remedy for such breach without the requirement of posting a bond or other security therefor; provided, however, that Seller will have such right to specific performance only in connection with a breach of Buyer's confidentiality obligations under Section 6.21 hereof.

11.5. Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

11.6. Captions. The captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

11.7. Choice of Law. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES UNDER IT WILL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES OF DELAWARE.

11.8. Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. The word "include" and derivatives of that word are used in this Agreement in an illustrative sense rather than limiting sense.

11.9. Further Actions. Seller and Buyer will execute and deliver to the other, from time to time at or after the Closing, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

11.10. Time. Time is of the essence under this Agreement. If the last day permitted for giving of any notice or the performance of any act required or permitted under this Agreement falls on a day which is not a Business Day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding Business Day.

11.11. Late Payments. If either party fails to pay the other any amounts when due under this Agreement, the amounts due will bear interest from the due date to the date of payment at the annual rate publicly announced from time to time by The Bank

of New York as its prime rate (the "Prime Rate") plus 3%, adjusted as and when changes in the Prime Rate are made.

11.12. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement will become binding when one or more counterparts, individually or taken together, bear the signatures of all parties to this Agreement. Delivery of an executed signature page of this Agreement by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

11.13. Entire Agreement. This Agreement (including the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) and the Transaction Documents contain the entire agreement of the parties and supersede all prior oral or written agreements and understandings with respect to the subject matter hereof other than any letter or agreement between the Buyer and Seller that specifically refers to this Section 11.13. This Agreement may not be amended or modified except by a writing signed by the parties.

11.14. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

11.15. Construction. This Agreement has been negotiated by Buyer and Seller and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement.

11.16. Expenses. Except as otherwise expressly provided in this Agreement, each party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

11.17. Commercially Reasonable Efforts. For purposes of this Agreement, unless a different standard is expressly provided with respect to any particular matter, any requirement herein that a party use "commercially reasonable efforts" will not be deemed to require that party to undertake extraordinary measures, including the initiation or prosecution of legal proceedings or the payment of amounts in excess of normal and usual filing fees and processing fees, if any.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the day and year first above written.

MEDIACOM COMMUNICATIONS CORPORATION, a Delaware corporation

By: ____________________________
Rocco B. Commisso
Chairman and CEO

TCI OF SPRINGFIELD, INC., a Missouri corporation

By: ____________________________
Alfredo Di Blasio
Vice President

TCI CABLEVISION OF MISSOURI, INC., a Missouri corporation

By: ____________________________
Alfredo Di Blasio
Vice President

List of Exhibits and Schedules

Exhibit A	Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Noncompetition Agreement
Schedule 1.18*	Excluded Assets
Schedule 1.29*	System Managers
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Schedule 4.16*	System Information
Schedule 6.2*	Permitted Activities
Schedule 6.2.2*	Capital Expenditures
Schedule 7.2.4	Retained Franchises

- ----------

* Pursuant to Item 601(b)(2) of Regulation S-K, such schedule is omitted from this exhibit. Registrant agrees to furnish the Securities and Exchange Commission a copy of such schedule upon request.

EXHIBIT A
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, the undersigned Affiliate of AT&T Broadband, LLC ("Seller") and Mediacom Communications Corporation are parties to an Asset Purchase and Sale Agreement (the "Agreement"), dated February 26, 2001, pursuant to which Seller has agreed, inter alia, to sell, transfer, convey, assign, and deliver to Buyer all of Seller's right, title and interest in and to all the Assets, that are owned, leased, used or held for use by Seller in connection with, or necessary to, the operation of the Systems, in exchange for the Purchase Price, as adjusted, and on the terms and conditions set forth in the Agreement; and

WHEREAS, in partial consideration therefore, the Agreement requires Buyer to assume certain of the obligations of Seller with respect to the System.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereunder, the parties hereto hereby agree as follows:

1. Seller has bargained and sold, and by these presents does sell, transfer, convey, assign, and deliver to Buyer, its successors and assigns, all of Seller's right title and interest, free and clear of Encumbrances (other than Permitted Encumbrances), in and to the Assets with such representations, warranties and covenants as are set forth in the Agreement and the Exhibits and Schedules thereto.

TO HAVE AND TO HOLD said property and assets unto Buyer, its successors and assigns, to and for its and their own proper use and benefit forever.

2. Upon the terms and subject to the conditions of the Agreement, as of the date hereof, Buyer shall assume, pay, perform, and discharge the Assumed Obligations and Liabilities.

3. This instrument is executed and delivered pursuant to the Agreement, subject to the provisions thereof. Nothing contained herein shall be deemed to enlarge,

alter, or amend the provisions of the Agreement. If any provision set forth in this instrument conflicts with any provision set forth in the Agreement, the provision of the Agreement shall control.

4. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Delaware. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event that any of the provisions contained herein or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby, unless any manifest injustice or inequity would result from the applicability and enforceability of such remaining provisions. This instrument may be executed in two or more counterparts, all of which taken together, shall be deemed one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized officers as of the day and year first above written.

[SIGNATURE BLOCKS]

EXHIBIT B
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF NONCOMPETITION AGREEMENT

___________, 2001

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

Gentlemen:

Reference is made to that certain Asset Purchase Agreement dated as of February 26, 2001 (the "Agreement"), among the undersigned Affiliates ("Seller") of AT&T Broadband, LLC ("AT&T Broadband") and Mediacom Communications Corporation ("Buyer"). This letter is being delivered to you pursuant to Section 8.2(m) of the Agreement. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In order to effectuate the purposes and intent of the Agreement, each Seller and AT&T Broadband hereby covenants and agrees that for a period commencing on the date hereof and expiring on the third anniversary from the date hereof, that it shall not be involved, directly or indirectly, either personally, or as an owner, employee, partner, associate, officer, manager, agent, advisor, consultant or otherwise, with any business which is competitive with the business of Buyer within the Service Area. A business shall be deemed competitive with the business of Buyer if it involves the development, construction, sale, lease, rental or operation of any cable television system, satellite master antenna television system, multi-point distribution system or "open video" system, as such terms are generally defined and used in the communications industry, and provides video, telephony or data services over such system; provided, however, that nothing herein shall restrict Seller or AT&T Broadband from being a passive investor or shareholder holding less than five percent of the outstanding voting stock or equity interest in any such competitive business, and provided, further, that nothing

herein shall restrict [Excite@Home] from being involved or engaging in any business within the Service Area.

If the terms or provisions of this Noncompetition Agreement are breached or threatened to be breached, each of Seller and AT&T Broadband expressly consents that, in addition to any other remedy Buyer may have, Buyer may apply to any court of competent jurisdiction for injunctive relief in order to prevent the continuation of any existing breach or the occurrence of any threatened breach.

If any provision of this Noncompetition Agreement is determined to be unreasonable or unenforceable, such provision and the remainder of this Noncompetition Agreement shall not be declared invalid, but rather shall be modified and enforced to the maximum extent permitted by law.

This letter is intended to form a part of the Agreement and, accordingly, reference is hereby made to Section 11.13 of the Agreement.

Sincerely,

[SIGNATURE BLOCKS]

Schedule 7.2.4
to the
Asset Purchase Agreement
among
MEDIACOM COMMUNICATIONS CORPORATION
and
THE AT&T BROADBAND PARTIES

RETAINED FRANCHISES

For purposes of this Agreement, a "Retained Franchise" means any Franchise for which by the Closing Date: (a) the Required Consent to transfer such Franchise to Buyer either was not obtained, has not been granted by operation of law, or the applicable Governmental Authority or its designee has taken public action to the effect, or has given written notice to Buyer or Seller of its, or its designee's assertion, that the Required Consent has not been granted by operation of law, or (b) a Governmental Authority has the right directly or indirectly to acquire all or any portion of a System, which right has not expired by its terms or expressly been waived or abandoned. The Retained Franchise includes not only the applicable Franchise, but also all of the Assets that are: (i) located in the Service Area of the Retained Franchise; and (ii) used solely for the operation of the portion of the System in the portion of the Service Area of the Retained Franchise.

EXHIBIT 2.4

ASSET PURCHASE AGREEMENT

AMONG

MEDIACOM COMMUNICATIONS CORPORATION
on the one hand

AND

THE AT&T BROADBAND PARTIES
on the other hand

DATED AS OF

FEBRUARY 26, 2001

(Georgia)

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of the 26th day of February, 2001, by and among the Affiliates of AT&T whose names appear on the signature page of this Agreement (collectively, and jointly and severally, "Seller"), and Mediacom Communications Corporation, a Delaware corporation ("Buyer").

Recitals

A. The parties desire to effect the transfer of substantially all of the assets of the Business (as defined below) owned by Seller to Buyer for cash.

B. The purpose of this Agreement is to set forth the definitive terms upon which such transfer will take place.

Agreements

In consideration of the above recitals and the mutual agreements stated in this Agreement, the parties agree as follows:

1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following capitalized terms, when used in this Agreement, will have the meanings set forth below:

1.1. Affiliate. With respect to any Person, any other Person controlling, controlled by or under common control with such Person, with "control" for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise. For purposes of this Agreement, At Home Corporation and its subsidiaries and Liberty Media Corporation and its subsidiaries will not be treated as Affiliates of Seller.

1.2. Assets. All properties, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description that are owned, leased or otherwise held by Seller, or are hereafter acquired by Seller prior to the Closing Time, and used in the Business, including Franchises, Licenses, Intangibles, Contracts, Books and Records, Equipment, Real Property and deposits relating to the Business that are held by Third Parties for the account of Seller or for security for Seller's performance of its obligations, but excluding any Excluded Assets and any assets disposed of prior to the Closing Date in the ordinary course of business and not in violation of this Agreement.

1.3. AT&T. AT&T Broadband, LLC, a Delaware limited liability company.

1.4. AT&T Late Fee Settlement. The Settlement Agreement and Release that relates to the Systems with respect to the late fees charged, a copy of which, in the form submitted to the courts, has been provided to Buyer by Seller.

1.5. Basic Service. The lowest tier of service offered to subscribers of a System.

1.6. Books and Records. All engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and processes and all other files of correspondence, lists, records and reports to the extent concerning the Business, including subscribers and prospective subscribers of the Systems, signal and program carriage and dealings with Governmental Authorities with respect to the Systems, including all reports filed with respect to the Systems by or on behalf of Seller or its Affiliates with the FCC and statements of account filed with respect to the Systems by or on behalf of Seller or its Affiliates with the U.S. Copyright Office, but excluding all corporate, financial and tax records and all documents, reports and records relating to System Employees.

1.7. Business. The cable television business and other income-generating businesses relating to the Systems (including the high speed data, internet access and advertising sales business) that are conducted by Seller through the Systems.

1.8. Business Day. Any day other than Saturday, Sunday or a day on which banking institutions in Denver, Colorado or New York, New York are required or authorized to be closed.

1.9. Closing. The consummation of the transactions contemplated by this Agreement, as described in Section 8.

1.10. Closing Date. The date on which the Closing occurs.

1.11. Closing Time. 12:01 a.m., local time at the location of the Assets, as applicable, on the Closing Date.

1.12. Communications Act. The Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated thereunder and currently in effect.

1.13. Contracts. All contracts and agreements (other than Franchises, Licenses and those relating to Real Property) to which Seller is a party and which relate to the operation of the Business.

1.14. Encumbrance. Any mortgage, lien, security interest, security agreement, conditional sale or other title retention agreement, pledge, option, charge, encumbrance, adverse interest, assessment, restriction on transfer or any exception to or defect in title or other ownership interest (including reservations, rights of way, possibilities of reverter, encroachments, easements, rights of entry, restrictive covenants, leases and licenses).

1.15. Environmental Law. Any applicable Legal Requirement governing the protection of the environment, including those relating to the use, storage, disposal, release or handling of Hazardous Substances.

1.16. Equipment. All electronic devices, trunk and distribution coaxial and optical fiber cable, amplifiers, drops, power supplies, conduit, vaults and pedestals, grounding and pole hardware, subscriber's devices (including converters, encoders, cable modems, transformers behind television sets and fittings), headend hardware (including origination, earth stations, transmission and distribution system, advertising insertion equipment, cable modem termination system and IP routers), test equipment, vehicles and other tangible personal property owned or leased by Seller and primarily used in the Business.

1.17. Equivalent Basic Subscribers (or EBS). As of any date of determination and for each Service Area served by a System, the sum of (a) the total number of private residential customer accounts that are billed by individual unit for at least Basic Service (regardless of whether such accounts are in single-family homes or in individually billed units in apartment buildings or other multi-unit buildings), but exclusive of (i) "second connects" and "additional outlets" as such terms are commonly understood in the cable television industry, and (ii) accounts that are not charged or are charged less than the standard monthly service fees and charges then in effect for such System for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount); and (b) the quotient of (i) the total monthly billings for sales of Basic Service and Expanded Basic Service by such System for such Service Area during the most recent billing period ended prior to the date of calculation to commercial, bulk-billed and other accounts not billed by individual unit (whether on a discounted or non-discounted basis) and to private residential customer accounts that are billed by individual unit but pay less than the standard monthly service fees charged for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount), but excluding billings in excess of a single month's charges for any account, divided by (ii) the standard monthly combined rate (without discount of any kind) charged by such System for such Service Area to individually billed subscribers for Basic Service and Expanded Basic Service offered by such System in effect during such billing period. For purposes of calculating the EBS number, there will be excluded: (A) all accounts billed by individual unit that are, and all billings to any commercial, bulk-billed and other accounts not billed by individual unit that are, more than 60 days past due in the payment of any amount in excess of the lesser of $10.00 or the standard rate charged for Basic Service at the time of determination; (B) any accounts billed by individual unit and all commercial, bulk-billed and other accounts not billed by individual unit that, as of the date of calculation, have not paid in full the charges for at least one full month of the subscribed service; (C) that portion of the billings to all accounts billed by individual unit included in clause (b) above and any commercial bulk-billed and other accounts not billed by individual unit representing an installation or other non-recurring charge, a charge for equipment or for any outlet or connection other than the first outlet or first connection in any individually billed unit or, with respect to a bulk account, in any residential unit (e.g., an individual apartment or rental unit), a charge for any tiered service other than

Expanded Basic Service (whether or not included within Pay TV), any charge for Pay TV or a pass-through charge for sales Taxes, line-itemized franchise fees, @Home service fees, fees charged by the FCC and the like; (D) any individually billed unit and all billings to any commercial, bulk-billed and other accounts not billed by individual unit whose service is pending disconnection for any reason; and (E) any individually billed unit that was solicited between November 1, 2000 and the Closing Date to purchase such services by promotions or offers of discounts other than of the type disclosed on Schedule 4.16 or as permitted under this Agreement.

1.18. Excluded Assets. All:

1.18.1. Programming Contracts (including music programming Contracts), cable guide Contracts, and Contracts to which other cable systems of Seller or its Affiliates are subject (including the Memorandum of Understanding Regarding Neutrality and Consent Election by and among CWA, IBEW and certain business operating units and divisions of AT&T Corp.; retransmission consent Contracts applicable to one or more headends not included in the Systems; master billing Contracts and master multiple dwelling unit Contracts), other than any such Contracts (or interests therein) disclosed or described on Schedule 4.6;

1.18.2. Seller Plans (as defined in Section 4.15.2) and any cash, reserve, trust or funding arrangement held or set aside for the payment of benefits under such Seller Plans;

1.18.3. Insurance policies and rights and claims under insurance policies (except as otherwise provided in Section 6.9);

1.18.4. Bonds, letters of credit, surety instruments and other similar items;

1.18.5. Except for petty cash to the extent transferred to Buyer, cash and cash equivalents, including cash relating to subscriber prepayments and deposits, and notes receivable;

1.18.6. Except as specifically described on Schedule 4.10, the Intellectual Property held by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.12);

1.18.7. Subscriber billing Contracts and related equipment if not owned by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.13);

1.18.8. Assets, rights and properties of Seller or its Affiliates used or held for use other than primarily in connection with the Systems;

1.18.9. Except (a) accounts receivable and (b) any other claim, right or interest to the extent reflected in the adjustment to the Purchase Price determined pursuant to Section 3.2, all claims, rights and interests in and to any refunds of, or amounts credited against, Taxes or fees of any nature, including franchise and copyright

fees, or any other claims against Third Parties, relating to the operation of the Systems prior to the Closing Time;

1.18.10. Except as set forth on Schedule 4.6, any employment, compensation, bonus, deferred compensation, consulting, agency or management Contracts;

1.18.11. All Business documents and records not included in the Books and Records (provided that copies of personnel files will be made available to Buyer for a period of three years after the Closing Date upon reasonable request by Buyer accompanied by a waiver and release from the employee whose records are sought in form and substance reasonably satisfactory to Seller);

1.18.12. Capital and vehicle leases;

1.18.13. Advertising sales agency or representation Contracts providing any Third Party or Affiliate of Seller the right to sell available advertising time for a System (including any Contract with National Cable Communications or Cable Networks, Inc.), other than any such Contract disclosed on Schedule 4.6;

1.18.14. Proprietary software of Seller or its Affiliates and licenses relating to Third Party software and maintenance agreements with respect thereto, other than transferable licenses relating to Third Party software installed on personal computers included in the Assets;

1.18.15. Contracts for Internet access or on-line service arrangements that provide to any Third Party or Affiliate of Seller the right to use the transmission capacity of a System to provide Internet access or other on-line services over such System, other than those disclosed on Schedule 4.6;

1.18.16. Contracts and related accounts receivable for providing DMX service to commercial accounts via direct broadcast satellite; and

1.18.17. The assets specifically disclosed on Schedule 1.18.

1.19. Expanded Basic Service. Any video programming provided over a System, regardless of service tier, other than Basic Service, any new product tier, digital services and Pay TV.

1.20. FCC. The Federal Communications Commission and any successor Governmental Authority.

1.21. Financial MAC. A material adverse deterioration in the public or private equity and debt securities markets, or in the debt securities market for the syndication of bank loans to corporate borrowers, as a result of which the sources of Buyer's equity or debt financing have declined to issue or have exercised their rights to withdraw their commitments with respect to the transactions contemplated hereby.

1.22. Franchises. The initial authorizations, or renewals thereof, issued by a local Governmental Authority, and ratified by the electorate where required, that are described on Schedule 4.5, which authorize the construction or operation of the Systems, and all rights and benefits of Seller pertaining thereto.

1.23. GAAP. Generally accepted accounting principles as in effect from time to time in the United States of America.

1.24. Governmental Authority. (a) The United States of America; (b) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities and the like); or (c) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or any instrumentality of any of the foregoing.

1.25. Governmental Permits. All Franchises, Licenses and all other material approvals, authorizations, permits, licenses, easements, registrations, qualifications, leases, variances and similar rights obtained with respect to the Business or Assets from any Governmental Authority.

1.26. Hazardous Substances. (a) Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. ss.ss. 6901 et seq.), as amended, and the rules and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. ss.ss. 9601 et seq.) (CERCLA), as amended, and the rules and regulations promulgated thereunder; (c) any substance regulated by the Toxic Substances Control Act (TSCA) (42 U.S.C. ss.ss.2601 et seq.), or the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 U.S.C. ss.ss.136 et seq.), each as amended, and the rules and regulations promulgated thereunder; (d) asbestos or asbestos-containing material of any kind or character; (e) polychlorinated biphenyls; (f) any substances regulated under the provisions of Subtitle I of RCRA relating to underground storage tanks; and (g) any other substance which by any Environmental Law requires special handling, reporting or notification of any Governmental Authority in its collection, storage, use, treatment or disposal.

1.27. Intangibles. Subscriber lists, accounts receivable, claims (excluding any claims relating to Excluded Assets), goodwill, if any, and any other intangible asset owned or held by Seller and used in the Business.

1.28. Intellectual Property. All (a) trademarks, trade dress, trade names, service marks, logos and other similar proprietary rights, (b) domain names, (c) copyrights, and (d) patents and patentable know-how, inventions and processes, in each case used in connection with the Business.

1.29. Knowledge. The actual knowledge of a particular matter of (a) one or more of the principal corporate personnel of Seller, AT&T or any direct or indirect subsidiary of AT&T involved in the transactions contemplated by this Agreement, or

(b) after reasonable inquiry, any of the general managers (or holders of positions of equivalent responsibility) of the Systems, including those individuals listed on Schedule 1.29.

1.30. Legal Requirement. Applicable common law and any judicial decisions, statute, ordinance, code, or other law, rule, regulation, order or other technical or written requirement, standard or procedure enacted, adopted or applied by any Governmental Authority or private arbitration tribunal.

1.31. Licenses. The cable television relay service, business radio and other licenses, authorizations or permits issued by the FCC or any other Governmental Authority that are described on Schedule 4.5 (other than the Franchises).

1.32. Losses. Any claims, losses, liabilities, damages, penalties, costs and expenses, including interest that may be imposed in connection therewith, expenses of investigation, reasonable fees and disbursements of counsel and other experts, and settlement costs.

1.33. Material Adverse Effect. A material adverse effect on the operations, assets, or financial condition of the Business, taken as a whole, but without taking into account any effect resulting from changes in conditions (including economic conditions, changes in FCC regulations, or federal or state governmental actions, legislation or regulations) that are applicable to the economy or the cable television industry on a national, regional or state basis (other than such changes as would prohibit the transactions contemplated hereby, subject Buyer to damages or require Buyer to divest itself of other assets or interests) or any changes in technology affecting the Business.

1.34. Pay TV. Premium programming services selected by and sold to subscribers of the Systems on an a la carte basis for fees in addition to the fee for Basic Service or Expanded Basic Service.

1.35. Permitted Encumbrances. The following Encumbrances: (a) liens for Taxes, assessments and governmental charges not yet due and payable; (b) zoning laws and ordinances and similar Legal Requirements which are not violated by any existing improvement or which do not prohibit the use of the Real Property as currently used in the operation of the Business; (c) any right reserved to any Governmental Authority to regulate the affected property (including restrictions stated in the Franchises and Licenses); (d) in the case of any leased Asset, (i) the rights of any lessor and (ii) any Encumbrance granted by any lessor of such leased Asset; (e) inchoate materialmens', mechanics', workmen's, repairmen's or other like Encumbrances arising in the ordinary course of business; (f) in the case of owned Real Property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title which do not individually or in the aggregate materially interfere with the right or ability to use or operate the Real Property as currently being used, and which do not materially impair the value of the Real Property; (g) any other Encumbrance (other than an Encumbrance securing a monetary obligation) that does not individually or in the aggregate interfere with the continued use of the Assets subject thereto in the operation

of the Business as currently being used; and (h) those Encumbrances disclosed on Schedule 1.35.

1.36. Person. Any natural person, corporation, partnership, trust, unincorporated organization, association, limited liability company, Governmental Authority or other entity.

1.37. Real Property. The Assets owned or leased by Seller and used in the Business consisting of realty, including appurtenances, improvements and fixtures located on such realty, and any other interests in real property, including fee interests, leasehold interests and easements, wire crossing permits, and rights of entry (but not including interests in real property granted in Contracts in connection with services provided by Seller to the residents or occupants of such real property, including access and service Contracts with the owners of multiple dwelling unit complexes).

1.38. Required Consents. All authorizations, approvals and consents required under any Legal Requirement or under any Franchises, Licenses, Real Property, Contracts disclosed on Schedule 4.6 or Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, for (a) Seller to transfer the Assets and the Business to Buyer, and (b) Buyer to conduct the Business and to own, lease, use and operate the Assets at the places and in the manner in which the Business is conducted as of the date of this Agreement and on the Closing Date.

1.39. Service Area. The municipalities and counties in and around which Seller operates or is authorized to operate the Systems and the Business, which are disclosed on Schedule 1.39.

1.40. Subscriber Adjustment Amount. $2,138.

1.41. Subscriber Threshold. 145,000 Equivalent Basic Subscribers.

1.42. System Employees. All employees of Seller or of any Affiliate of Seller who are primarily engaged in the operation of the Business.

1.43. Systems. The complete cable television reception and distribution systems operated in the conduct of the Business, each consisting of one or more headends, subscriber drops and associated electronic and other equipment, as listed on Schedule 1.39 and further designated and described on Schedule 4.16.

1.44. Target Closing Date. June 29, 2001.

1.45. Taxes. All levies and assessments of any kind or nature imposed by any Governmental Authority, including all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property Taxes and levies, together with any interest thereon and any penalties, additions to Tax or additional amounts applicable thereto.

1.46. Third Party. Any Person other than Seller or Buyer and their respective Affiliates.

1.47. Other Definitions. The following terms are defined in the Sections indicated:

Term	Section
Action	10.4
Agreement	Preamble
Allocation Date	3.4
Antitrust Division	6.7
Assumed Obligations and Liabilities	2.2
Bills of Sale	8.2(a)
Buyer	Preamble
ERISA	4.15.1
ERISA Affiliate	4.15.2
Escrow Agent	3.3.1
Estimated Purchase Price	3.1
Excluded Liabilities	2.2
Final Adjustments Report	3.3.2
Financial Statements	4.11
FTC	6.7
HSR Act	6.7
Indemnified Party	10.4
Indemnifying Party	10.4
Lien Search	6.22
Maximum Remediation Amount	6.26.1
NASDAQ	6.24
Preliminary Adjustments Report	3.3.1
Prime Rate	11.11
Purchase Price	3.1.1
Qualified Intermediary	11.1
Retained Franchise	7.2.4
Retained Franchise Amount	3.1.1
SEC	6.24
Seller	Preamble
Seller Plans	4.15.2
Subscriber Shortfall	3.2.6
Survival Period	10.1
Taking	6.9.2
Threshold Amount	10.5
Transaction Documents	4.2
Transitional Billing Services	6.13

2. PURCHASE AND SALE OF ASSETS; ASSUMED OBLIGATIONS AND LIABILITIES.

2.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing Time, Seller will sell to Buyer, and Buyer will purchase from Seller, free and clear of all Encumbrances (except Permitted Encumbrances), the Assets.

2.2. Assumed Obligations and Liabilities. At the Closing Time, Buyer will assume, and after the Closing Time, Buyer will pay, discharge and perform, the following (the "Assumed Obligations and Liabilities"): (a) those obligations and liabilities accruing and relating to periods after the Closing Time under or with respect to the Assets assigned and transferred to Buyer at the Closing; (b) those obligations and liabilities of Seller to subscribers and customers of Seller's Business for (i) subscriber deposits held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2 and (ii) customer, advertising and other advance payments held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2; (c) all obligations and liabilities accruing and relating to the Business prior to the Closing Time in respect of which Buyer received a credit pursuant to Section 3.2; and (d) all other obligations and liabilities accruing and relating to periods after the Closing Time and arising out of Buyer's ownership of the Assets or operation of the Systems after the Closing Time, except to the extent that such obligations or liabilities relate to any Excluded Asset. All obligations and liabilities, contingent, fixed or otherwise, arising out of or relating to the Assets or the Systems other than the Assumed Obligations and Liabilities will remain and be the obligations and liabilities of Seller (collectively, the "Excluded Liabilities").

3. CONSIDERATION.

3.1. Purchase Price. Buyer will pay to Seller for the Assets total cash consideration of $310,000,000, subject to adjustment as provided in Section 3.2 (the "Estimated Purchase Price").

3.1.1. At the Closing, Buyer will pay to Seller, by wire transfer of immediately available funds pursuant to wire instructions delivered by Seller to Buyer no later than two Business Days prior to the Closing Date, cash in an aggregate amount equal to the excess of (a) the Estimated Purchase Price over (b) the sum of all Retained Franchise Amounts (such excess, the "Purchase Price"). For purposes of this Agreement, the "Retained Franchise Amount" for a Retained Franchise shall be equal to the number of Equivalent Basic Subscribers served by Seller pursuant to such Retained Franchise multiplied by the Subscriber Adjustment Amount.

3.1.2. Upon any transfer of a Retained Franchise to Buyer after the Closing, Buyer will pay to Seller the Retained Franchise Amount with respect to such Retained Franchise by wire transfer of immediately available funds.

3.2. Adjustments to Purchase Price. The Purchase Price will be adjusted as follows:

3.2.1. Adjustments on a pro rata basis as of the Closing Time will be made for all prepaid expenses (other than inventory), accrued expenses (including real and personal property Taxes), copyright fees and franchise or license fees or charges, prepaid income, subscriber prepayments and accounts receivable related to the Business, all as determined in accordance with GAAP consistently applied, and to reflect the principle that all expenses and income attributable to the Business for the period through and including the Closing Time are for the account of Seller, and all expenses and income attributable to the Business for the period after the Closing Time are for the account of Buyer. Notwithstanding the foregoing, with respect to accounts receivable resulting from cable television services or Internet access or high speed data services, the Purchase Price will be increased by (a) 100% of the face amount of such accounts receivable that are 30 days or less past due as of the Closing and (b) 95% of the face amount of such accounts receivable that are 31 to 60 days past due as of the Closing; provided, however, that Seller will receive no credit for any accounts receivable resulting from cable television services or Internet access or high speed data services of which more than the lesser of (A) $10.00 or (B) the standard rate for Basic Service is more than 60 days past due as of the Closing Date. With respect to accounts receivable resulting from advertising sales, the Purchase Price will be increased by 100% of the face amount of such accounts receivable that are less than 120 days past due as of the Closing, and Seller will receive no credit for any accounts receivable resulting from advertising sales of which any portion is 120 days or more past due as of the Closing Date. For purposes of making "past due" calculations for cable television services or Internet access or high speed data services, the billing statements of a System will be deemed to be due and payable on the first day of the period during which the service to which such billing statements relate is provided.

3.2.2. All advance payments to, or funds of Third Parties on deposit with, Seller as of the Closing Time and relating to the Business, including advance payments and deposits by subscribers served by the Business for converters, encoders, decoders, cable modems, cable television services and related sales, will be assumed by and credited to the account of Buyer.

3.2.3. There will be credited to Buyer the economic value of all accrued vacation time that Buyer credits after the Closing Time to Hired Employees pursuant to Section 6.3, where economic value is the amount equal to the cash compensation that would be payable to each such Hired Employee at his or her level of compensation on the Closing Date for a period equal to such credited accrued vacation.

3.2.4. All deposits relating to the Business and the operation of the Systems that are held by Third Parties as of the Closing Time for the account of Seller which relate to the Systems or are held as security for Seller's performance of Assumed Obligations and Liabilities, including deposits on leases and deposits for utilities, will be credited to the account of Seller in their full amounts and will become the property of Buyer. All other deposits will remain the property of Seller.

3.2.5. The Purchase Price will be increased by an amount equal to the capital expenditures made by Seller or Affiliates of Seller between the date of this Agreement and the Closing Date at the specific written request of Buyer, and which Seller is not otherwise required to make pursuant to the terms of this Agreement, as contemplated by Section 6.2.2. The Purchase Price will be decreased by the amount, if any, by which Seller fails to make any capital expenditures that Seller is required to make pursuant to Section 6.2.2 of this Agreement.

3.2.6. The Purchase Price will be decreased by the dollar amount equal to the product of (a) the Subscriber Shortfall multiplied by (b) the Subscriber Adjustment Amount. For purposes of this Agreement, the "Subscriber Shortfall" equals the number, if any, by which the Equivalent Basic Subscribers of the Systems at the Closing is less than the Subscriber Threshold.

3.2.7. The Purchase Price shall be increased or decreased as otherwise provided herein or as agreed to by the parties in accordance with the provisions of this Agreement.

3.2.8. The adjustments provided for in this Section 3.2 will be made without duplication. In addition, none of the adjustments provided for in this Section 3.2 will be made with respect to any Excluded Asset or Excluded Liability or with respect to any item of income or expense related to an Excluded Asset or Excluded Liability.

3.2.9. The net amount of the adjustments calculated under this Section 3.2, as preliminarily determined pursuant to Section 3.3.1, will be added or subtracted, as applicable, to the Purchase Price at the Closing.

3.3. Determination of Adjustments. Preliminary and final adjustments to the Purchase Price will be determined as follows:

3.3.1. Not later than a date Seller reasonably believes is at least 15 Business Days prior to the Closing, Seller will deliver to Buyer a report (the "Preliminary Adjustments Report"), certified by Seller, showing in detail the preliminary determination of the adjustments referred to in Section 3.2, which have been calculated as of the Closing Time (or as of any other date and time agreed by the parties) and any documents substantiating the adjustments proposed in the Preliminary Adjustments Report. Buyer will have 10 Business Days following receipt of the Preliminary Adjustments Report to review such Report and supporting information and to notify Seller of any disagreements of Buyer with Seller's estimates. If Buyer provides a notice of disagreement with Seller's estimates of the adjustments referred to in Section 3.2 within such 10 Business Day period, Buyer and Seller will negotiate in good faith to resolve any such dispute and to reach an agreement prior to the Closing Date on such estimated adjustments as of the Closing Time. The basis for determining the Purchase Price to be paid at the Closing will be (a) the estimate so agreed upon by Buyer and Seller or (b) if the parties do not reach such an agreement on the estimated amount of the adjustments set forth in the Preliminary Adjustments Report prior to the

Closing Date or if Buyer fails to provide a notice of disagreement with Seller's estimates of such adjustments within the requisite time provided, the estimates of such adjustments set forth in the Preliminary Adjustments Report.

3.3.2. Within 90 days after the Closing Date, Seller will deliver to Buyer a report (the "Final Adjustments Report") certified by Seller showing in detail the final determination of all adjustments which were not calculated as of the Closing Time and containing any corrections to the Preliminary Adjustments Report, together with any documents substantiating the adjustments proposed in the Final Adjustments Report. Buyer will provide Seller with reasonable access to all records that Buyer has in its possession and which are necessary for Seller to prepare the Final Adjustments Report.

3.3.3. Within 30 days after receipt of the Final Adjustments Report, Buyer will give Seller written notice of Buyer's objections, if any, to the Final Adjustments Report. If Buyer timely makes any such objection, the parties will agree on the amount, if any, which is not in dispute within 30 days after Seller's receipt of Buyer's notice of objections to the Final Adjustments Report, and payment of the amount not in dispute will be made by the responsible party by wire transfer of immediately available funds within three Business Days after such agreement. Any disputed amounts will be determined by a national accounting firm agreed to by Buyer and Seller which has not provided services to Buyer, Seller or their respective Affiliates in the prior 12 months, which firm will be obligated to determine such amounts within 90 days after the dispute is submitted to it, and the determination of which will be conclusive. Seller and Buyer will bear equally the fees and expenses payable to such firm in connection with such determination. The responsible party will make the payment required after determination of all disputed amounts by wire transfer of immediately available funds to the other party within three Business Days after the final determination of all disputed items.

3.4. Allocation of Purchase Price. The consideration payable by Buyer under this Agreement will be allocated among the Assets as set forth in a schedule prepared by an independent appraiser with significant experience in the cable television industry. Such appraiser will be selected by Buyer and will be instructed to complete such schedule not later than 45 days after the Closing Date. The fees of such appraiser will be the responsibility solely of Buyer. Buyer and Seller agree to be bound by the allocation and will not take any position inconsistent with such allocation and will file all returns and reports with respect to the transactions contemplated by this Agreement, including all federal, state and local Tax returns, on the basis of such allocation.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing, as follows:

4.1. Organization and Qualification. Each entity comprising Seller is duly organized, validly existing and in good standing under the laws of the state of its

organization and has all requisite power and authority to own, lease and use the Assets as they are currently owned, leased and used and to conduct the Business as it is currently conducted. Each entity comprising Seller is duly qualified to do business and is in good standing under the laws of each jurisdiction where it operates the Business.

4.2. Authority and Validity. Seller has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and all other documents and instruments to be executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents") to which Seller is a party. The execution and delivery by Seller of, the performance by Seller of its obligations under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party have been, or will by the Closing Date be, duly authorized by all requisite entity action. This Agreement is, and when executed and delivered by Seller the Transaction Documents will be, duly and validly executed and delivered by Seller and the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except insofar as enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

4.3. No Conflict; Required Consents. Subject to obtaining the Required Consents, all of which are disclosed on Schedule 4.3, and the receipt of any consent required or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Seller, the performance of Seller under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party do not and will not: (a) violate any provision of the organizational documents of Seller; (b) violate any Legal Requirement in any material respect; (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person; or (d) (i) violate, conflict with or constitute a breach of or default under (without regard to requirements of notice, lapse of time, or elections of any Person, or combination thereof), (ii) permit or result in the termination, suspension or modification of, (iii) result in the acceleration of (or give any Person the right to accelerate) the performance of Seller under, or (iv) result in the creation or imposition of any Encumbrance under, any Contract disclosed on Schedule 4.6 or any other instrument evidencing any of the Assets (other than Contracts), or any instrument or other agreement(other than Contracts) by which Seller or any of the Assets (other than Contracts) is bound or affected.

4.4. Assets. Seller has good title to (or, in the case of Assets that are leased, valid leasehold interests in) the Assets (other than Real Property, as to which the representations and warranties in Section 4.7 apply). The Assets are free and clear of all Encumbrances, except (a) Permitted Encumbrances and (b) Encumbrances disclosed on Schedule 4.4, all of which will be terminated, released or waived, as appropriate, at or prior to the Closing. Except for the Excluded Assets, the Assets are all the assets necessary to permit Buyer to conduct the Business and to operate the Systems substantially as the Business is being conducted and the Systems are being operated on

the date of this Agreement and in compliance in all material respects with all Legal Requirements, Franchises, Licenses and Contracts. Except as disclosed on Schedule 4.4, all of the Equipment is in good operating condition and repair, ordinary wear and tear excepted.

4.5. Franchises and Licenses. Except as disclosed on Schedule 4.5, Seller is not bound or affected by any (a) Franchise in connection with the operation of the Business or (b) license, authorization or permit issued by the FCC or other Governmental Permit that, in each case, relates to the Systems or the operation of the Business. Except as disclosed on Schedule 4.5, the Franchises, Licenses and other Governmental Permits are currently in full force and effect and Seller is not and, to Seller's Knowledge, no other party thereto is, in material breach or default of any terms or conditions thereunder. Seller has delivered to Buyer true and complete copies of the Franchises. Except as disclosed on Schedule 4.5, there is no legal action, governmental proceeding or investigation, pending or, to Seller's Knowledge, threatened, to terminate, suspend or modify any Franchise, License or other Governmental Permit. As of the date of this Agreement, except as disclosed on Schedule 4.5, to Seller's Knowledge, (i) no construction programs have been undertaken or are proposed to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any Service Area; (ii) no cable television franchise has been issued to any Person other than Seller in any Service Area; and (iii) no cable television franchise or other application or request of any Person for a cable television franchise is pending or proposed which relates to any Service Area.

4.6. Contracts. All Contracts are disclosed on Schedule 4.6, except for: (a) subscription agreements with individual residential subscribers or commercial establishments for the cable services provided by the Systems in the ordinary course of business; (b) miscellaneous service Contracts terminable at will or upon notice of 90 days or less without penalty; (c) Contracts not involving any material monetary or non-monetary obligation; (d) bank financing documents; (e) Contracts constituting Excluded Assets; and (f) Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes or to commercial accounts. Seller has delivered to Buyer true and complete copies of each of the written Contracts disclosed on Schedule 4.6. As soon as reasonably practicable, but in no event more than 60 days after the date of this Agreement, Seller will provide to Buyer a complete list of all multiple dwelling unit complexes served by the Systems as of the date specified in such list, including with respect to each such complex, to the extent readily available in the Books and Records of Seller, the number of units served, the rate charged (if bulk billed) and the expiration date of the agreement. Except as set forth in Schedule 4.6, (i) each Contract listed on Schedule 4.6, and each Contract relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, is in full force and effect and constitutes the valid, legal, binding and enforceable obligation of Seller, and (ii) Seller is not, and to Seller's Knowledge no other party thereto is, in breach or default of any material terms or conditions thereunder.

4.7. Real Property.

4.7.1. All of the Assets consisting of Real Property interests are disclosed and described on Schedule 4.7. Except as otherwise disclosed on Schedule 4.7, Seller holds, or at the time of the Closing will hold, fee simple title to the Real Property disclosed as being owned by Seller on Schedule 4.7 and the valid and enforceable right to use and possess such Real Property, subject only to the Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. All improvements on Real Property that is owned by Seller are in good repair and suitable for the purposes for which they are currently used, ordinary wear and tear excepted. Except as otherwise disclosed on Schedule 4.7, Seller has valid and enforceable leasehold interests in Real Property disclosed as being leased by Seller on Schedule 4.7 and, with respect to other material Real Property not owned or leased by Seller, Seller has the valid and enforceable right to use all such other Real Property pursuant to the easements, licenses, rights-of-way or other rights disclosed on Schedule 4.7, in each case as currently being used by Seller in the operation of the Business, subject only to Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. Except as otherwise disclosed on Schedule 4.7, with respect to leasehold interests in Real Property, each lease is in full force and effect and Seller is not, and to Seller's Knowledge no other party thereto is, in material breach or default of any terms or conditions of any written instrument or other written agreement relating thereto.

4.7.2. There are no material leases or other agreements, oral or written, granting to any Person other than Seller the right to occupy or use any Real Property, except as disclosed on Schedule 4.7. Each parcel of Real Property, any improvements constructed on any owned or leased Real Property and their current use, conforms in all material respects to (a) all applicable Legal Requirements, and (b) all restrictive covenants, if any, or other Encumbrances affecting all or part of such Real Property.

4.7.3. Except as disclosed on Schedule 4.7, each parcel of owned Real Property and each parcel of leased Real Property (a) has access to and over public streets or private streets for which Seller has a valid right of ingress and egress, (b) conforms in its current use and occupancy in all material respects to all zoning requirements and (c) conforms in its current use in all material respects to all restrictive covenants, if any, or other Encumbrances affecting all or part of such parcel. There are no pending or, to Seller's Knowledge, threatened condemnation actions or special assessments or proceedings for changes in the zoning with respect to such Real Property or any part thereof and Seller has not received any notice of the desire of any Governmental Authority or other entity to take or use any Real Property or any part thereof. Seller has complied in all material respects with all notices or orders to correct violations of Legal Requirements issued by any Governmental Authority having jurisdiction against or affecting any of the Real Property.

4.8. Environmental Matters.

4.8.1. Except as disclosed on Schedule 4.8: (a) to the Knowledge of Seller, the Real Property currently complies in all material respects with applicable Environmental Laws; (b) neither the Real Property owned by Seller nor, to the Knowledge of Seller, the Real Property leased by Seller is the subject of any court order, administrative order, agreement or decree arising under any Environmental Law; and (c) the Real Property has not been used by Seller for the generation, storage, discharge or disposal of any Hazardous Substances except as permitted under applicable Environmental Laws. Except as disclosed on Schedule 4.8, Seller has not received any written notice from any Governmental Authority alleging that any parcel of the Real Property is in violation of any Environmental Law or has been placed on the National Priorities List, and no claim based on any applicable Environmental Law has been asserted to Seller in writing in the past or is currently pending or, to the Knowledge of Seller, threatened, with respect to any Real Property.

4.8.2. Seller has provided Buyer with complete and correct copies of (a) all studies, reports, surveys or other materials in Seller's possession relating to the presence or alleged presence of Hazardous Substances at, on or affecting the Real Property, (b) all notices or other materials in Seller's possession that were received from any Governmental Authority administering or enforcing any Environmental Laws relating to Seller's ownership, use or operation of the Real Property or activities at the Real Property and (c) all materials in Seller's possession relating to any litigation or claim by any Person concerning any Environmental Law.

4.9. Compliance with Legal Requirements. Except as disclosed on Schedule 4.9:

4.9.1. The ownership, leasing and use of the Assets as they are currently owned, leased and used, and the conduct of the Business as it is currently conducted, do not violate or infringe in any material respect any applicable Legal Requirements (other than Legal Requirements with respect to the regulation of rates charged to subscribers of the Systems, as to which the representations and warranties set forth in subsection 4.9.10 will exclusively apply).

4.9.2. A valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has been duly and timely filed with the proper Governmental Authority with respect to all Franchises that have expired prior to, or will expire within 30 months after, the date of this Agreement.

4.9.3. Seller has complied in all material respects, and the Business is in compliance in all material respects, with the specifications set forth in Part 76, Subpart K of the rules and regulations of the FCC.

4.9.4. Seller has made timely filings and has paid the proper copyright fees with respect to the Business under Section 111 of the Copyright Act of 1976, and the Systems qualifies for the compulsory license under such Section 111.

4.9.5. The carriage of all television station signals (other than satellite superstations) by the Systems are permitted by valid retransmission consent agreements or by must-carry elections by broadcasters.

4.9.6. The Systems and the Business are in compliance with the Subscriber Privacy Act set forth at Section 631 of the Communications Act (47 U.S.C. Section 551, et seq.).

4.9.7. The Systems are not subject to effective competition under the Communications Act.

4.9.8. No Governmental Authority has notified Seller of its application to be certified to regulate rates with respect to the Systems as provided in 47 C.F.R. Section 76.910.

4.9.9. No Governmental Authority has notified Seller that it has been certified and has adopted regulations required to commence regulation with respect to any System as provided in 47 C.F.R. Section 76.910(c)(2).

4.9.10. The Systems are in compliance in all material respects with the FCC rules currently in effect implementing the cable television rate regulation provisions of the Communications Act.

4.9.11. To Seller's Knowledge, and except as set forth in the AT&T Late Fee Settlement, no reduction of rates or refunds to subscribers is required as of the date hereof.

4.9.12. Seller is in compliance in all material respects with its obligations under 47 C.F.R. Part 17 concerning the construction, marking and lighting of antenna structures used by Seller in connection with the operation of the Systems.

4.9.13. Seller has made timely filings required under applicable Legal Requirements to be made in connection with the Governmental Permits, including FCC Forms 320, 159 and 395, if applicable.

4.9.14. Where required, appropriate authorizations from the FCC have been obtained for the use of all aeronautical frequencies in use in the Systems (and Seller will provide to Buyer a schedule of such aeronautical frequencies in use in the Systems prior to the Closing), and the Systems are presently being operated in compliance with such authorizations, and all required certificates, permits and clearances, including from the FAA, with respect to towers, earth stations, business radio and frequencies utilized and carried by the Systems have been obtained.

4.10. Intellectual Property. Except for Excluded Assets and except as described on Schedule 4.10, Seller does not possess any Intellectual Property material to the operation of the Business, and Seller is not a party to any material license or royalty agreement with respect to any patent, trademark or copyright except for licenses respecting program material and obligations under the Copyright Act of 1976 applicable

to cable television systems generally and commercially available software. The Business and the Systems have been operated in such a manner so as not to violate or infringe in any material respect upon the rights of, or give rise to any rightful claim of any Person for copyright, trademark, service mark, patent, license, trade secret infringement or the like. Seller owns or possesses licenses or other rights to use all Intellectual Property necessary to the operation of the Business as presently conducted without any conflict with, or infringement of, the rights of others. Except as disclosed on Schedule 4.10, there is no claim pending or, to Seller's Knowledge, threatened with respect to any Intellectual Property.

4.11. Financial Statements. Seller has delivered to Buyer correct and complete copies of the unaudited balance sheets and unaudited statements of operations for the Systems and the Business as of and for the 12-month periods ended December 31, 1999 and December 31, 2000 (the "Financial Statements"). Seller has also delivered to Buyer correct and complete copies of capital expenditures summaries for the Systems and the Business for the 12-month periods ended December 31, 1999 and December 31, 2000. The Financial Statements fairly present, in all material respects, Seller's financial position and results of operations as of the dates and for the periods indicated, subject to normal year-end adjustments, allocations and accruals (none of which are deemed to be material to the operating cash flow of Seller as reflected in its statements of operations). The Financial Statements have been prepared in accordance with GAAP, except that they do not (a) reflect income taxes, (b) contain a statement of cash flows, (c) contain footnotes, or (d) fully reflect the allocation of AT&T Corp.'s purchase price to acquire Tele-Communications, Inc. for the 1999 period. Such purchase price allocations would primarily affect franchise costs, property and equipment, depreciation and amortization.

4.12. Absence of Certain Changes. Except as disclosed on Schedule 4.12, or as disclosed by or reserved against in the most recent balance sheet included in the Financial Statements, since December 31, 2000: (a) no event or circumstance has occurred which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or materially adversely affect any of the Systems; (b) Seller has operated the Business only in the ordinary course; and (c) there has been no sale, assignment or transfer of any material Assets, or any theft, damage, removal of property, destruction or casualty loss which might be expected to materially adversely affect the Business or the Systems, (d) there has been no waiver or release of any material right or claim of Seller against any third party, (e) there has been no amendment or termination of any Governmental Permit, and (f) there has been no agreement by Seller to take any of the actions described in the preceding clauses (a) through (e), except as contemplated by this Agreement.

4.13. Legal Proceedings. Except as disclosed on Schedule 4.13: (a) there is no claim, investigation or litigation pending or, to Seller's Knowledge, threatened, by or before any Governmental Authority or arbitration tribunal against Seller which, if adversely determined, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement; and (b) there is not in existence

any judgment or order requiring the Seller to take or to refrain from taking any action of any kind with respect to or otherwise affecting the Assets or the operation of the Business, or to which Seller, the Business, the System or the Assets are subject or by which they are bound or affected that, in either case, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement or the Transaction Documents. Seller is not in default or violation of, and no event or condition exists which, with notice or lapse of time or both, could become or result in a default under or a violation of, any judgment, award or order of any Governmental Authority or arbitration tribunal binding upon Seller.

4.14. Tax Returns; Other Reports. Seller has duly and timely filed all federal, state, local and foreign Tax returns and other Tax reports required to be filed by Seller, and has timely paid all Taxes which have become due and payable, whether or not so shown on any such return or report, the failure of which to be filed or paid could adversely affect or result in the imposition of an Encumbrance upon the Assets, except such amounts as are (a) being contested diligently and in good faith and for which an adequate reserve has been established, or (b) are not in the aggregate material. Seller has received no notice of, nor does Seller have any Knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing Governmental Authority which could affect or result in the imposition of an Encumbrance upon the Assets.

4.15. Employment Matters.

4.15.1. Seller has complied in all material respects with all applicable Legal Requirements relating to the employment of labor, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), continuation coverage requirements with respect to group health plans, and those relating to wages, hours, collective bargaining, unemployment insurance, worker's compensation, equal employment opportunity, age, sex, race and disability discrimination, immigration control and the payment and withholding of Taxes, and Seller is not liable for any arrearages of wages or any Taxes or any penalties for failure to comply with any of the foregoing for which Buyer will have any liability after the Closing.

4.15.2. For purposes of this Agreement, "Seller Plans" means each employee benefit plan (as defined in Section 3(3) of ERISA) or any multiemployer plan (as defined in Section 3(37) of ERISA) which is sponsored or maintained by Seller or its Affiliates or to which Seller contributes, and which benefits System Employees. The Seller Plans in which any System Employee participates are disclosed on Schedule 4.15. None of Seller, any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA), is in violation of any provision of ERISA or the Code for which Buyer will have any liability after the Closing Date. No material (i) "reportable event" described in Sections 4043(c)(1), (2), (3), (5), (6), (7), (10) and (13) of ERISA, (ii) non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code), (iii) "accumulated

funding deficiency" (as defined in Section 302 of ERISA) or (iv) "withdrawal liability" (as determined under Section 4201 et seq. of ERISA) has occurred or exists and is continuing with respect to any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller or any of its ERISA Affiliates, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA). After the Closing, none of Buyer and any of Buyer's ERISA Affiliates will be required, under ERISA, the Code, any collective bargaining agreement or this Agreement, to establish, maintain or continue any Seller Plan currently maintained by Seller or any of its ERISA Affiliates. "ERISA Affiliate" means, as to any Person, any trade or business, whether or not incorporated, which together with such Person would be deemed a single employer as determined under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended.

4.15.3. Except as disclosed on Schedule 4.15, as of the date of this Agreement, no collective bargaining agreements are applicable to any System Employee and Seller has no duty to bargain with any labor organization with respect to any System Employees. Except as disclosed on Schedule 4.15, as of the date of this Agreement, there are not pending, or to Seller's Knowledge, threatened, any labor disputes, unfair labor practice charges against Seller, any demand for recognition or any other request or demand from a labor organization for representative status with respect to any System Employee. Except as disclosed on Schedule 4.15, Seller has no employment agreements, either written or oral, with any System Employee.

4.16. System Information. With respect to each of the Systems, disclosed on Schedule 4.16 are (a) the approximate number of plant and fiber miles (aerial and underground) for the System, (b) the minimum bandwidth capability of the System, (c) the stations and signals carried by the System, (d) the channel position of each such signal and station (including a designation of which broadcast stations are distributed pursuant to a retransmission consent and which are distributed pursuant to a must-carry election), and (e) the approximate number of digital and @Home subscribers, analog Pay TV subscribers and Pay TV units, which information is true and correct in all material respects, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Also disclosed on Schedule 4.16 are the approximate number of homes passed by the System, and the approximate number of Equivalent Basic Subscribers of the System as of the applicable dates specified therein. Seller has delivered to Buyer information on the channel lineups and the monthly rates charged for each class of service for the Systems (including installation charges), which information is true, complete and correct, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Seller has implemented, or will implement in accordance with its operating budget and the schedule of rate increases provided to Buyer, any rate increases for calendar year 2001 set forth in its operating budget or such schedule. Disclosed on Schedule 4.16 is a list of all promotions and offers of discounts made by Seller in the 12 months prior to the date of this Agreement with respect to the Systems, which list is true, complete and correct in all material respects as of the date of this Agreement.

4.17. Finders and Brokers. Other than Daniels & Associates (whose fees will be paid by Seller), Seller has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Buyer could be liable.

4.18. Disclosure. Any item required to be disclosed on more than one Schedule to this Agreement will be deemed properly disclosed on all such Schedules if it is disclosed on any Schedule to this Agreement.

4.19. Accounts Receivable. The accounts receivable included in the Assets have not been assigned to or for the benefit of any other Person. Such accounts receivable arose and will arise from bona fide transactions in the ordinary course of business.

4.20. Inventory. Seller has, and at the Closing will have, and there will be maintained by the Systems and the Assets will include at Closing, an inventory of spare parts and other materials (including analog and digital converters and DOCSIS compliant cable modems) relating to the Systems of the type and nature and maintained at a level consistent with past practices in the ordinary course of business and otherwise in accordance with AT&T practices (which level will include any inventory maintained for the Systems, consistent with past practices, in regional warehouses or distribution centers located outside of the Service Area).

4.21. Books and Records. All Books and Records of Seller required to be maintained by applicable Legal Requirement are complete in all material respects.

5. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants to Seller, as of the date of this Agreement and as of the Closing, as follows:

5.1. Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite power and authority to carry on its business as currently conducted and to own, lease, use and operate its assets. Buyer is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the character of the properties owned, leased or operated by it or the nature of the activities conducted by it makes such qualification necessary, except any such jurisdiction where the failure to be so qualified and in good standing would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement.

5.2. Authority and Validity. Buyer has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and the Transaction Documents. The execution and delivery by Buyer of, the performance by Buyer of its obligations under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party have been duly authorized by

all requisite entity action. This Agreement is, and when executed and delivered by Buyer, the Transaction Documents will be, the valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except insofar as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

5.3. No Conflicts; Required Consents. Subject to the receipt of any consent or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Buyer, the performance of Buyer under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party do not and will not: (a) violate any provision of the organizational documents of Buyer; (b) violate any material Legal Requirement; or (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person.

5.4. Acknowledgment by Buyer. Buyer understands that the representations and warranties of the Seller contained in this Agreement will only survive the Closing as set forth in Section 10.1 and constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with the transaction contemplated hereby. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS OR LIABILITIES OF THE BUSINESS ARE SPECIFICALLY DISCLAIMED BY SELLER.

5.5. Finders and Brokers. Buyer has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Seller could be liable.

5.6. Legal Proceedings. There are no claims, actions, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened, by or before any Governmental Authority, or any arbitrator, by, against, affecting or relating to Buyer which, if adversely determined, would restrain or enjoin the consummation of the transactions contemplated by this Agreement or declare unlawful the transactions or events contemplated by this Agreement or cause any of such transactions to be rescinded.

6. ADDITIONAL COVENANTS.

6.1. Access to Premises and Records. Between the date of this Agreement and the Closing Date, upon reasonable advance notice from Buyer to Seller, Seller will give Buyer and its representatives reasonable access during normal business hours to all the premises and the Books and Records of the Business, to all the Assets, to the general managers of the Systems, and to other AT&T corporate personnel to the extent

reasonably necessary to effect a transition of the operations of the Systems to Buyer following the Closing, and will furnish to Buyer and its representatives all information regarding the Business, the Assets and, to the extent reasonably necessary to effect any transition with respect to any Excluded Assets, the Excluded Assets, as Buyer may from time to time reasonably request. All requests for access to AT&T corporate personnel will be made to Ms. Patty Conroy, at 303-858-3609.

6.2. Continuity and Maintenance of Operations; Financial Statements. Except as Buyer may otherwise consent in writing (which consent will not be withheld unreasonably), until the Closing:

6.2.1. Seller will conduct the Business and operate the Systems only in the ordinary course consistent in all material respects with past practices, and will use commercially reasonable efforts, to (a) preserve the Business intact, including preserving existing relationships with franchising authorities, suppliers, customers and others having business dealings with Seller relating to the Business and (b) keep available the services of the System Employees (but will be under no obligation to incur any costs in addition to what Seller is currently incurring to do so).

6.2.2. Without limiting the generality of the foregoing, Seller will (a) make capital expenditures in the ordinary course of business consistent with its 2001 capital budget (a complete and correct copy of which Seller has provided to Buyer) , as modified as described on Schedule 6.2.2; (b) make the capital expenditures required with respect to the specific capital projects disclosed on Schedule 6.2.2; (c) make any capital expenditures required to comply with the commitments, if any, in the Franchise and Contracts; and (d) make other capital expenditures to the extent reasonably requested by Buyer, up to an aggregate of $5,000,000 and subject to reimbursement by Buyer pursuant to Section 3.2.5. In addition, Seller will deploy digital converter boxes and cable modems in a manner consistent with its past practices and with the practices generally applicable to cable systems owned and operated by AT&T, including with respect to the make and model of such converter boxes and modems.

6.2.3. Seller will maintain the Assets in good repair, order and condition (ordinary wear and tear excepted), will maintain in full force and effect, policies of insurance with respect to the Business in such amounts and covering such risks as customarily maintained by operators of cable television systems of similar size and geographic location as the Systems, and will maintain its books, records and accounts in the ordinary manner on a basis consistent with past practices. Seller will (a) only report and write off accounts receivable in accordance with past practice, (b) withhold and pay when due all Taxes relating to System Employees, the Assets or the System, (c) maintain service quality of the Systems at a level at least consistent with past practices, (d) file with the FCC all reports required to be filed under applicable FCC rules and regulations, and (e) comply in all material respects with all Legal Requirements with respect to the System.

6.2.4. Seller will not, except as disclosed on Schedule 6.2: (a) sell, transfer or assign any material portion of the Assets other than sales in the ordinary

course of business; (b) modify, renew, terminate, suspend or abrogate any Franchises, Licenses or material Contracts (other than those constituting Excluded Assets); (c) enter into any non-ordinary course Contract or commitment involving an expenditure in excess of $75,000, other than Contracts or commitments which are cancellable on 60 days' notice or less without penalty and other than as contemplated by this Agreement; (d) modify its procedures for disconnection and discontinuation of service to subscribers whose accounts are delinquent; (e) increase the compensation or change any benefits available to System Employees, except as required pursuant to existing written agreements or except in the ordinary course of business consistent with past practice or in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer); (f) create, assume or permit to exist any Encumbrance (other than Permitted Encumbrances) on any of the Assets, other than those Encumbrances existing on the date hereof or any Encumbrance which will be released at or prior to the Closing; (g) enter into any collective bargaining agreement covering the System Employees who are not now covered by a collective bargaining agreement (h) enter into any new bonus, stock option, profit sharing, compensation, pension, welfare, retirement, employment or similar agreement, except in the ordinary course of business consistent with past practices, in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer) or where required by any Legal Requirement; (i) decrease the rate charged for any level of Basic Service, Expanded Basic Service or any Pay TV, except to the extent required by any Legal Requirement; and (j) solicit any Person to subscribe to any services of the Business other than in the ordinary course of business and consistent with past practices, which shall include promotions or offers of discount of the type disclosed on Schedule 4.16; provided, however, that notwithstanding the foregoing, from and after the date of this Agreement, Seller shall not solicit any Person to subscribe to (or offer to any Person to retain such Person as a subscriber to) any services of the Business in any manner which, directly or indirectly, involves the compromise, write-off or release of any amount due for services previously rendered to such Person by Seller.

6.2.5. Seller will deliver to Buyer, within 20 days following the end of each month prior to the Closing Date, the following unaudited financial reports (by GL number) for the prior month: "New System P&L (expanded)" report, "Field P&L" report, a capital expenditure summary, and a summary installation and disconnect activity report to include Equivalent Basic Subscribers (calculated in a manner consistent with Schedule 4.16) digital subscribers and @Home subscribers, and such other financial reports that Seller regularly prepares in the ordinary course of business as Buyer may reasonably request. All financial reports so delivered will present fairly and accurately, in all material respects, the financial condition and results of operations of the Business for the period of such report and will be prepared in accordance with GAAP on a basis consistent with the Financial Statements except as otherwise noted therein. Further, Seller will deliver to Buyer CSG reports CPRM-006 and CPSM-318 with respect to the Systems for January and March 2001 within 30 days following the end of each such month, and for May 2001, as soon as available, but in no event less than 15 days prior to the anticipated Closing Date.

6.3. Employee Matters. Buyer may, but shall have no obligation to, employ or offer employment to any of the System Employees. All employment-related matters relating to System Employees arising from and after the date of this Agreement will be handled in such manner as Buyer and Seller agree.

6.4. Leased Vehicles and Other Capital Leases. Seller will pay the remaining balances on any leases for vehicles or capital leases included in the Equipment and will deliver title to such vehicles and other Equipment free and clear of all Encumbrances (other than Permitted Encumbrances) to Buyer at the Closing.

6.5. Consents.

6.5.1. Prior to the Closing, Seller will use commercially reasonable efforts to obtain in writing, as promptly as possible and at its expense, all the Required Consents, in form and substance reasonably satisfactory to Buyer and will deliver to Buyer copies of such Required Consents promptly after they are obtained by Seller. Buyer will cooperate with Seller to obtain all Required Consents, but Buyer will not be required to accept or agree or accede to any modifications or amendments to, or changes in, or the imposition of any condition to the transfer to Buyer of any Contract, Franchise, License or other Governmental Permit that are not reasonably acceptable to Buyer. Notwithstanding the foregoing, Buyer will comply with the reasonable requests of Seller and, to the extent required, negotiate in good faith with any Third Party, as necessary for Seller to assign to Buyer in part the rights and obligations under any master Contract disclosed on Schedule 4.6.

6.5.2. Notwithstanding the provisions of Section 6.5.1, Seller will not have any further obligation to obtain Required Consents: (a) with respect to Contracts relating to pole attachments where the licensing party will not, after Seller's exercise of commercially reasonable efforts, consent to an assignment of such Contract but requires that Buyer enter into a new agreement with such licensing authority, in which case Buyer will use its commercially reasonable efforts to enter into such agreement prior to the Closing or as soon as practicable thereafter and Seller will cooperate with and assist Buyer in obtaining such agreements; (b) for any business radio license which Seller reasonably expects can be obtained within 120 days after the Closing and so long as a temporary authorization is available to Buyer under FCC rules with respect thereto and Seller has reasonably cooperated in the filing of assignment applications prior to the Closing; and (c) with respect to leased Real Property, if Seller obtains and makes operational prior to the Closing substitute leased Real Property that is reasonably satisfactory to Buyer.

6.5.3. Buyer and Seller will mutually agree upon their respective obligations with respect to, and ultimate disposition of, any Retained Franchise.

6.5.4. Subject to receiving information necessary from Buyer, Seller will execute and use commercially reasonable efforts to deliver all required FCC Forms 394 to the appropriate Governmental Authorities on or before February 28, 2001.

6.6. Title Commitments and Surveys. After the execution of this Agreement, Buyer may obtain, at its sole expense, (a) commitments for owner's title insurance policies (and if Buyer decides to do so, title insurance) on some or all Real Property owned by Seller and on easements which provide access to each such parcel of Real Property, and (b) an ALTA survey on each parcel of Real Property for which a commitment for a title insurance policy is to be obtained. Seller will provide reasonable assistance in connection with Buyer obtaining such commitments (and title insurance) and surveys, as Buyer may request from time to time (including delivering such affidavits and other documents that the title company or Buyer may reasonable request in order to cause the title company to issue title insurance in favor of Buyer). Without limiting the foregoing, Seller will as soon as practicable after the execution of this Agreement deliver to Buyer such information as shall be reasonably necessary to permit Buyer to order commitments for title insurance on Real Property owned by Seller and Buyer will promptly after receipt of such information order such commitments. If Buyer notifies Seller in writing that the commitment or survey discloses a defect in title that constitutes a breach, or any facts which could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.7, then Seller will promptly commence further investigation and use commercially reasonable efforts to, at its expense, cure the defect prior to the Closing. If Seller, having used such commercially reasonable efforts, is unable to cure the defect prior to the Closing and the Closing occurs, then (i) Buyer and Seller may enter into a written agreement at the Closing mutually acceptable to both parties with respect to Seller's obligation to cure such defect after the Closing, and (ii) any claim for indemnification that Buyer may have with respect to the defect may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.7. HSR Notification. As soon as practicable after the execution of this Agreement, but in any event no later than 30 days after such execution, Seller and Buyer will each complete and file, or cause to be completed and filed, any notification and report required to be filed under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); and each such filing will request early termination of the waiting period imposed by the HSR Act. Each party will bear its own costs incurred with respect to such filings. The parties will use their commercially reasonable efforts to respond as promptly as reasonably practicable to any inquiries received from the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice (the "Antitrust Division") for additional information or documentation and to respond as promptly as reasonably practicable to all inquiries and requests received from any other Governmental Authority in connection with antitrust matters. The parties will use their respective commercially reasonable efforts to overcome any objections which may be raised by the FTC, the Antitrust Division or any other Governmental Authority having jurisdiction over antitrust matters. Notwithstanding the foregoing, neither Buyer nor Seller will be required to make any significant change in the operations or activities of their respective business (or any material assets employed therein) or that of any of their respective Affiliates, if such party determines in good faith that such change would be materially adverse to the operations or activities of such business (or any material assets employed therein), provided such business has significant assets, net worth, or revenue. Each of Buyer and

Seller will coordinate with the other with respect to its filings and will cooperate to prevent inconsistencies between their respective filings and will furnish to each other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions under the HSR Act.

6.8. Notification of Certain Matters. Seller will promptly notify Buyer of any fact, circumstance, event or action by it or otherwise (a) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement or (b) the existence, occurrence or taking of which would result in any of Seller's representations and warranties in this Agreement or any Transaction Document not being true, complete and correct in all material respects when made or at the Closing. Seller will further notify Buyer of (i) any construction programs that Seller becomes aware are undertaken, or proposed or threatened to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any franchise area served by the System and (ii) any cable television franchise or other application or request of any Person for a cable television franchise that Seller becomes aware has been submitted or threatened or proposed which relates to any Service Area.

6.9. Risk of Loss; Condemnation.

6.9.1. Seller will bear the risk of any loss or damage to the Assets resulting from fire, theft or other casualty (except reasonable wear and tear) at all times prior to the Closing. If any such loss or damage is so substantial as to prevent normal operation of any material portion of the Systems or the replacement or restoration of the lost or damaged property within 45 days after the occurrence of the event resulting in such loss or damage, Seller will immediately notify Buyer of that fact and Buyer, at any time within 10 days after receipt of such notice, may elect by written notice to Seller either (a) to waive such defect and proceed toward consummation of the transactions contemplated by this Agreement in accordance with terms of this Agreement or (b) terminate this Agreement. If Buyer elects so to terminate this Agreement, Buyer and Seller will be discharged of any and all obligations hereunder. If Buyer elects to consummate the transactions contemplated by this Agreement notwithstanding such loss or damage and does so, there will be no adjustment in the consideration payable to Seller on account of such loss or damage (other than the amount of any insurance deductible), but all insurance proceeds payable as a result of the occurrence of the event resulting in such loss or damage will be delivered by Seller to Buyer, or the rights to such proceeds will be assigned by Seller to Buyer if not yet paid over to Seller.

6.9.2. If, prior to the Closing, all or any portion of the Assets are taken or condemned as a result of the exercise of the power of eminent domain (which shall not be deemed to include the exercise of any right of first refusal in any Franchise), or if a Governmental Authority having such power seeks to condemn a portion of the Assets by proper statutory process (such event being called, a "Taking"), then Seller will promptly so notify Buyer and Buyer may, by giving notice to Seller within 10 days of receiving notice of the Taking, elect, in the name of Seller, to

negotiate for, claim, contest and receive all damages with respect to the Taking. If Buyer so elects, (a) Seller will be relieved of its obligation to convey to Buyer the Assets or interests that are the subject of the Taking, (b) at the Closing, Seller will assign to Buyer all of the Seller's rights (including the right to receive payment of damages) with respect to the Taking and will pay to Buyer all damages previously received by Seller with respect to the Taking, and (c) following the Closing, Seller will give the Buyer such further assurances of such rights and assignment with respect to the Taking as may from time to time reasonably request. If the portion of the Assets subject to such Taking is material to the operation of the Business or the Systems, taken as a whole, Buyer may elect to terminate this Agreement with no liability to Seller.

6.10. Transfer Taxes. Any state or local sales, use, transfer, or documentary transfer Taxes or fees or any other charge imposed by any Governmental Authority (other than any of Seller's income, franchise, gross receipts, corporation, excess profits, rental, devolution, or payroll tax by whatsoever authority imposed or howsoever designated) arising from or payable by reason of the transfer of the Assets contemplated by this Agreement will be shared equally by Buyer and Seller.

6.11. Updated Schedules. Not less than 10 Business Days prior to the projected Closing Date, Seller will deliver to Buyer revised copies of each of the Schedules, except for Schedules 4.15 and 4.16, in each case updated and marked to show any changes occurring between the date of this Agreement and the date of delivery; provided, however, that for purposes of Seller's representations and warranties and covenants in this Agreement, all references to the Schedules will mean the version of the Schedules attached to this Agreement on the date of signing, and provided, further, that if the effect of any such updates to Schedules is to disclose any one or more additional properties, privileges, rights, interests or claims not included on the Schedules as of the date of this Agreement, Buyer will have the right (to be exercised by written notice to Seller at or before the Closing) to cause any one or more of such items to be designated as and deemed to constitute Excluded Assets for all purposes under this Agreement unless such items are Contracts that were not required to be scheduled or that were entered into after the date of this Agreement in accordance with the terms of this Agreement.

6.12. Use of Seller's Name. Seller and its Affiliates will retain all rights with respect to the names "AT&T," "Tele-Communications, Inc." and "TCI" or any and all derivations thereof after the Closing. Buyer will remove or delete such names or any and all derivations thereof from the Business and Assets as soon as reasonably practicable, but in any event by the 120th day following the Closing. Notwithstanding the foregoing, nothing in this Section 6.12 will require Buyer to remove or discontinue using any such name or mark that is affixed to converters or other items in consumer homes or properties on the Closing Date, or as are used in a similar fashion which makes such removal or discontinuation impracticable, provided that Buyer makes a reasonable effort to request and provides necessary materials to enable subscribers to cover or remove names and marks affixed to such converters and other items.

6.13. Transitional Billing Services. Seller will provide to Buyer, upon request, access to and the right to use its billing system computers, software and related fixed assets ("Transitional Billing Services") in connection with the System for a period of up to 180 days following the Closing to allow for conversion of existing billing arrangements. Buyer will notify Seller at least 30 days prior to the Closing as to whether it desires Transitional Billing Services from Seller. Buyer will reimburse Seller for all direct expenses incurred by Seller in providing the Transitional Billing Services.

6.14. Transition of High Speed Data Services; Other Transitional Matters. Seller and Buyer will cooperate in good faith to establish a mutually agreeable plan to allow for the conversion of high speed data customers from Seller to Buyer. Seller will take such action as Buyer reasonably requests with respect to such conversion, and Buyer will reimburse Seller for all direct expenses incurred by Seller in complying with such requests. Between the date of this Agreement and the Closing, Seller and Buyer will further cooperate in good faith with respect to such other matters as necessary to provide for the orderly transition of the Business from Seller to Buyer at the Closing.

6.15. Certain Notices. Seller will duly and timely file a valid request to invoke the formal renewal provisions of Section 626(a) of the Communications Act with the appropriate Governmental Authority with respect to all Franchises of the Business that will expire within 35 months after any date between the date of this Agreement and the Closing Date.

6.16. Satisfaction of Conditions. Each party will use commercially reasonable efforts to satisfy, or to cause to be satisfied, the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement, as set forth in Section 7, as soon as practicable and in order to permit the Closing to occur on or prior to the Target Closing Date.

6.17. Bulk Transfers. Buyer and Seller each waive compliance by the other with Legal Requirements relating to bulk transfers that may be applicable to the transactions contemplated hereby.

6.18. Programming Matters.

6.18.1. Buyer will execute and deliver to Seller such documents as may be reasonably requested by Seller to comply with the requirements of its programming Contracts and channel line-up requirements with respect to divestitures of cable television systems (other than agreements to assume such programming Contracts or make any payments or commitments or assume any obligations thereunder). Seller will execute and deliver such documents as may be reasonably requested by Buyer to comply with the requirements of its programming Contracts and channel line-up requirements with respect to acquisitions of cable television systems. Neither party will be required to make any payments to the other's programmers in the fulfillment of its obligations under this Section 6.18.

6.18.2. Seller will reasonably cooperate with Buyer, at Buyer's request, in connection with Buyer's efforts to (a) negotiate with programming providers with respect to on-going support provided by such programmers for programming services carried by the Systems, and (b) obtain carriage agreements with respect to digital programming services provided by the Systems that Buyer intends to continue to offer after the Closing.

6.19. Cooperation as to Rates and Fees.

6.19.1. After the Closing, notwithstanding the terms of Section 10.4, Buyer will have the right at its own expense to assume control of the defense of any rate proceeding with respect to the Systems that remains pending as of the Closing or that arises after the Closing but relates to the pre-Closing operation of the Systems; provided that Seller may complete the pending AT&T Late Fee Settlement and the defense of such litigation as it relates to the Systems will not be turned over to Buyer. Buyer will promptly notify Seller regarding the commencement of any such rate proceeding relating to the pre-Closing operation of the Systems. In any such rate proceeding involving the Systems, Seller will cooperate in such proceeding and promptly deliver to Buyer all information reasonably requested by Buyer as necessary or helpful in such proceeding.

(a) If Buyer elects to assume control of the defense of any such rate proceeding, then (i) Seller will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) Buyer will have the right to settle any rate proceeding relating to the pre-Closing operation of the Systems unless under such settlement Seller would be required to bear liability with respect to the pre-Closing time period, in which event such settlement will require Seller's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

(b) If Buyer does not elect to assume control of the defense of any such rate proceeding, then (i) Buyer will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) without the prior consent of Buyer (which will not be unreasonably withheld, conditioned or delayed), Seller will not settle such rate proceeding if such settlement would require Buyer to bear any liability or would adversely affect the rates to be charged by Buyer. In any such rate proceeding involving the Systems, Buyer will cooperate in such proceeding and promptly deliver to Seller all information in its possession that is reasonably requested by Seller as necessary or helpful in such proceeding.

6.19.2. If Seller is required, following the Closing, pursuant to any Legal Requirement, settlement or otherwise, including the AT&T Late Fee Settlement, to reimburse or provide in-kind or another form of consideration to any subscribers of the Systems in respect of any subscriber payments previously made by them, including fees for cable television service, late fees and similar payments, Buyer agrees that it will make such reimbursement or provide such in-kind or other form of consideration

through Buyer's billing system on terms specified by Seller, and Seller will reimburse Buyer for all such payments and other consideration made by Buyer following the Closing and for Buyer's reasonable out-of-pocket expenses incurred in connection therewith. Such reimbursement will be reflected in the Final Adjustments Report, to the extent then known. For expenses incurred after completion of the Final Adjustments Report, Seller will reimburse Buyer within 60 days after receipt of a statement therefor. Buyer will provide Seller with all information in Buyer's possession that is reasonably required by Seller in connection with such reimbursement.

6.20. Cooperation on Pending Litigation. With respect to any defense or prosecution of any litigation or legal proceeding with respect to the Systems that relates to the period prior to the Closing Time and for which Seller and its Affiliates are responsible pursuant to this Agreement, Buyer will cooperate with and assist Seller and its Affiliates, upon reasonable request, by making witnesses available and providing all information in its possession (including, upon reasonable advance notice, access to employees with information regarding such proceedings and access to books and records that may relate to the proceedings, in each case without interfering in any material respect with the conduct of Buyer's business) that Seller and its Affiliates may reasonably require in connection with such litigation or legal proceedings or in response to any complaint, claim, inquiry, order or requirements of any Governmental Authority or other Third Party.

6.21. Confidentiality.

6.21.1. Neither Buyer nor Seller will, nor will it permit any of its Affiliates to, issue any press release or make any other public announcement or any oral or written statements to Seller's employees concerning this Agreement or the transactions contemplated hereby except as required by applicable Legal Requirements, without the prior written consent of the other party. Each party will hold, and will cause its employees, consultants, advisors and agents to hold, the terms of this Agreement in confidence; provided that (a) such party may use and disclose such information once it has become publicly disclosed (other than by such party in breach of its obligations under this Section) or which rightfully has come into the possession of such party (other than from the other party) and (b) to the extent that such party may be compelled by Legal Requirements to disclose any of such information, but the party proposing to disclose such information will first notify and consult with the other party concerning the proposed disclosure, to the extent reasonably feasible. Each party also may disclose such information to employees, consultants, advisors, agents and actual or potential lenders or investors whose knowledge is necessary to facilitate the consummation of the transactions contemplated by this Agreement. The obligation by either party to hold information in confidence pursuant to this Section will be satisfied if such party exercises the same care with respect to such information as it would exercise to preserve the confidentiality of its own similar information.

6.21.2. All information concerning the Business or Assets obtained by Buyer or its Affiliates pursuant to or in connection with negotiation of this Agreement will be used by Buyer and its Affiliates solely for purposes related to this Agreement

and, in the case of nonpublic information, will, except as may be required for the performance of this Agreement or by Legal Requirement, be kept in strict confidence by Buyer and its Affiliates in accordance with the terms of the letter agreement dated October 24, 2000, which letter agreement is hereby incorporated in this Agreement by reference. Any breach of such letter agreement will be deemed a material breach of this Agreement.

6.22. Lien Searches. Promptly after the Effective Date, Seller will provide to Buyer copies of Requests for Information or Copies (Form UCC-11) (or a similar search report acceptable to Buyer) (each, a "Lien Search") listing all judgments and tax liens, and all effective financing statements with respect to any of the Assets, which name as debtor either Seller, any of its Affiliates which operate cable television businesses in each Service Area for which the respective Lien Search is made, AT&T Broadband, LLC, or Tele-Communications, Inc.. Seller will exercise commercially reasonable efforts to remove Encumbrances (other than a Permitted Encumbrance or an Encumbrance which will be terminated or released at or prior to the Closing) prior to the Closing. If such Encumbrance cannot be removed prior to the Closing and if Buyer elects to waive such Encumbrance and proceed towards consummation of the transaction in accordance with this Agreement (such election to proceed to be exercised by Buyer in its reasonable discretion), Buyer and Seller will enter into a written agreement at the Closing containing the commitment of Seller to use commercially reasonable efforts to remove the Encumbrance following the Closing on terms satisfactory to Buyer in its reasonable discretion or such other agreement mutually acceptable to the parties.

6.23. No Solicitation. Between the date of this Agreement and the Closing Date, Seller will not, and will cause its respective shareholders, 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 Systems or the Business, engage in any negotiations concerning, or provide to any other Person any information or data relating to the Systems, the 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 directly or indirectly of all or substantially all of the Assets, the Systems or the Business.

6.24. Systems' Financial Statements. Seller will use commercially reasonable efforts to deliver to Buyer (a) audited consolidated financial statements for the Business for the years ended December 31, 1998, 1999 and 2000, not later than April 17, 2001, and (b) unaudited consolidated financial statements for the three months ended March 31, 2001, not later than May 1, 2001, all in a form conforming to SEC rules. All accounting costs and fees incurred by reason of the preparation of such financial statements will be borne by Buyer. Seller hereby consents to (i) the inclusion by Buyer of the Systems' financial statements, if required to be so included by Buyer, in any report required to be filed by Buyer with the Securities and Exchange Commission ("SEC"), National Association of Securities Dealers' Automated Quotations

("NASDAQ") System or any stock exchange pursuant to applicable law, rule or regulation, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and (ii) the disclosure by Buyer of the Systems' financial statements to Buyer's public and private debt and equity financing sources. Seller will request, and use commercially reasonable efforts at no out-of-pocket cost to Seller to obtain, the consent of the independent public accountants of Seller to the inclusion of the Systems' financial statements in any report required to be filed by Buyer with the SEC, NASDAQ System or stock exchange.

6.25. Environmental Assessments.

6.25.1. Buyer may, at its sole expense, commission a qualified engineering firm to conduct an assessment in accordance with ASTM Standard E1527-00, and including an evaluation for asbestos and asbestos containing materials, with respect to any or all owned parcels of Real Property. If Buyer notifies Seller in writing as soon as is reasonably practicable after the date Buyer receives the assessment with respect to a parcel of owned Real Property that the assessment discloses an environmental condition that (a) constitutes a breach, or could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.8 or (b) could reasonably be expected to impair the use or value of such Real Property for the continued operations of the Business or subject Buyer to any Losses if Buyer consummates this Agreement, then Seller shall promptly commence further investigation and use commercially reasonable efforts at its expense to cure the condition prior to the Closing, provided that Seller shall have no obligation to spend more than $25,000,000 (the "Maximum Remediation Amount") in the aggregate in its attempt to cure all such conditions. If Seller exercises its right not to cure such conditions because the aggregate cost would exceed the Maximum Remediation Amount, Buyer may (a) terminate this Agreement with no cost or obligation on the part of Buyer, or (b) waive the obligation to cure, in which event Buyer will receive a credit at the Closing in the amount, if any, by which the Maximum Remediation Amount exceeds the aggregate amount paid by Seller to third parties in connection with curing such conditions, and Buyer will assume all liabilities and obligations in connection with such conditions. If the foregoing is inapplicable because (i) the aggregate amount to cure all conditions does not exceed the Maximum Remediation Amount or (ii) Seller does not exercise its right not to cure conditions that exceed the Maximum Remediation Amount, and Seller having used commercially reasonable efforts is unable to cure all conditions prior to the Closing, then (A) Seller shall remain obligated to cure as promptly as reasonably practicable after the Closing all such remaining conditions, and (B) Buyer may seek indemnification with respect to any breach of this post-Closing obligation and such claim for indemnification may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.25.2. In the event this Agreement is terminated or fails to close in accordance with its terms, Buyer agrees to repair any damage or disturbance it causes to the Real Property in the course of such investigative activities by returning such Real Property to approximately the same condition as existed prior to such investigative activities. Buyer will indemnify, defend and hold Seller free and harmless from and

against any and all Losses of any type arising directly out of any act or omission of Buyer or any of Buyer's representatives on or about the Real Property in the course of such investigative activities.

6.25.3. All information collected and generated as a result of the environmental due diligence authorized by Section 6.25.1 will be subject to the terms and conditions of Section 6.21 of this Agreement. Buyer will provide to Seller copies of all reports, assessments and other information composed or compiled by Buyer's environmental consultants within five Business Days after Buyer's receipt of copies thereof.

6.26. Marketing Efforts. Seller will continue to market digital video services and the cable modem services provided through @Home in the ordinary course of business consistent with past practices.

6.27. Expired Leases. Seller will exercise commercially reasonable efforts prior to the Closing to obtain written renewals or extensions for at least one year following the Closing of all leases of Real Property that will have expired prior to the Closing.

6.28. System Telephone Services. Prior to the Closing, Buyer will select a vendor for the provision, and arrange for the transition, of all telephony services (e.g., long distance, data circuits, and 800 number) used in connection with the operation of the Systems. If Buyer fails to effect the transition of telephony services to its selected vendor as of the Closing Date, then Buyer will reimburse Seller for all direct charges incurred by Seller after the Closing with respect to telephony services used in connection with the operation of the Systems or in the conduct of the Business.

7. CONDITIONS TO CLOSING.

7.1. Conditions to the Obligations of Buyer and Seller. The obligations of each party to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following, which may be waived by the parties to the extent not prohibited by applicable Legal Requirements:

7.1.1. HSR Act Filings. All filings required under the HSR Act have been made and the applicable waiting period has expired or been earlier terminated without the receipt of a formal complaint or objection by the Antitrust Division or the FTC.

7.1.2. Absence of Legal Proceedings. No suit, action or proceeding is pending or threatened by any Person, no judgment has been entered and not vacated by any Governmental Authority and no Legal Requirement has been enacted, promulgated or issued or become or deemed applicable to any of the transactions contemplated by this Agreement by any Governmental Authority, which prevents or makes illegal, or is reasonably likely to prevent or make illegal, the purchase and sale of the Assets contemplated by this Agreement. No party will assert that this condition has not been satisfied by reason of any suit, action or proceeding pending or threatened

against Seller by any Governmental Authority with respect to a Franchise or the proposed assignment thereof, provided that the conditions set forth in Section 7.2.4 and 7.3.4 have been satisfied or waived.

7.2. Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions, which may be waived by Buyer to the extent not prohibited by applicable Legal Requirements:

7.2.1. Accuracy of Representations and Warranties. The representations and warranties of Seller in this Agreement, are true in all respects without giving effect to any qualifications related to materiality or Knowledge, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except for any representation or warranty which is made as of a specified date, which representation or warranty will be so true and correct as of such specified date; provided, this condition will be deemed satisfied if all such untrue or incorrect representations and warranties in the aggregate, do not have a Material Adverse Effect.

7.2.2. Performance of Agreements. Seller in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Seller at or prior to the Closing.

7.2.3. Deliveries. Seller shall have delivered the items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.2.

7.2.4. Required Consents.

(a) As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises (as defined in Schedule 7.2.4) shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

(b) Except as otherwise provided in Section 6.5.2, Buyer shall have received all of the Required Consents marked with an asterisk on Schedule 4.3 (other than Required Consents with respect to Franchises, as to which subsection (a) above shall apply).

7.2.5. Subscribers. The number of Equivalent Basic Subscribers served by the Systems (including those served under Retained Franchises) is not less than 85% of the Subscriber Threshold.

7.2.6. Material Adverse Effect. During the period from the date of this Agreement through and including the Closing Date, there shall not have occurred

and be continuing any event or events having, individually or in the aggregate, a Material Adverse Effect.

7.2.7. Franchise Extensions. Seller shall have obtained for each Franchise for which a valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has not been timely filed with the appropriate Governmental Authority either (a) a renewal or extension of such Franchise for a period expiring no earlier than three years after the Closing Date, or (b) a written confirmation from the appropriate Governmental Authority that the procedure established by Section 626(a) of the Communications Act nonetheless will apply to the renewal of such Franchise.

7.2.8. Lease Extensions. Seller shall have obtained extensions of at least one year with respect to the expired Real Property leases designated with an asterisk on Schedule 4.7.

7.2.9. Other. Such other conditions as Buyer and Seller may agree.

7.3. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or before the Closing, of the following, which may be waived by Seller, to the extent not prohibited by applicable Legal Requirements:

7.3.1. Accuracy of Representations and Warranties. The representations and warranties of Buyer in this Agreement and in any Transaction Document, if specifically qualified by materiality, are true in all respects and, if not so qualified, are true in all material respects, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except where the failure to be so true would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to perform its obligations hereunder.

7.3.2. Performance of Agreements. Buyer in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Buyer at or prior to the Closing.

7.3.3. Deliveries. Buyer shall have delivered the payment, items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.3.

7.3.4. Required Consents. As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

8. CLOSING.

8.1. Date, Time and Place of the Closing.

8.1.1. The Closing will be held on a date mutually selected by Buyer and Seller which is no less than five nor more than 10 Business Days following the date all conditions to the Closing contained in this Agreement (other than those based on acts to be performed at the Closing) have been satisfied or waived; provided, however, that (a) either party may postpone the Closing Date until the last day of the month in which all such conditions are satisfied or waived; (b) if all such conditions are satisfied or waived such that the Closing could occur prior to the Target Closing Date, either party may postpone the Closing Date to a date not later than the Target Closing Date; (c) Buyer may (i) postpone the Closing through the later of (A) August 31, 2001 and (B) the date which is 60 days after all conditions to the Closing contained in this Agreement have been satisfied or waived, if there shall have occurred a Financial MAC, (ii) postpone the Closing to a date not later than 75 days after receipt of the audited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before April 17, 2001, and (iii) postpone the Closing to a date not later than 60 days after receipt of the unaudited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before May 1, 2001.

8.1.2. The Closing will be held at 9:00 a.m., local time, at Buyer's counsel's office located at 1221 Avenue of the Americas, New York, New York 10020, or at such other place and time as Buyer and Seller may agree.

8.2. Seller's Delivery Obligations . At the Closing, Seller will deliver (or cause to be delivered) to Buyer the following:

(a) Bill of Sale and Assignment and Assumption Agreements in substantially the form of Exhibit A to this Agreement (the "Bills of Sale");

(b) A special or limited warranty (or local equivalent) deed in a form reasonably acceptable to Buyer (and complying with applicable state laws) with respect to each parcel of Real Property which is owned by Seller, duly executed and acknowledged and in recordable form, warranting only to defend title to such owned Real Property in the peaceable possession of Buyer against all persons claiming by, through or under Seller, subject, however, to any Permitted Encumbrances, and in form sufficient to permit the applicable title company to issue the title policies requested by Buyer, together with any title affidavit reasonably required by the title insurer that does not expand the aforesaid limited or special warranty of Seller;

(c) Title certificates to all vehicles included among the Assets, endorsed for transfer of valid and good title to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), and separate bills of

sale or other transfer documentation for such vehicles, if required by the laws of the states in which such vehicles are titled;

(d) A certificate, dated the Closing Date, signed by an authorized Person on behalf of Seller, stating that, to Seller's Knowledge, the conditions set forth in Sections 7.2.1 and 7.2.2 are satisfied;

(e) Certified resolutions of the Board of Directors or other evidence reasonably satisfactory to Buyer that Seller has taken all corporate action necessary to authorize this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby;

(f) A FIRPTA Non-Foreign Seller Certificate from Seller certifying that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 reasonably satisfactory in form and substance to Buyer;

(g) Evidence reasonably satisfactory to Buyer that all Encumbrances (other than Permitted Encumbrances) affecting or encumbering the Assets have been terminated, released or waived, as appropriate, or original, executed instruments in form reasonably satisfactory to Buyer effecting such terminations, releases or waivers;

(h) All Books and Records, delivery of which will be deemed made to the extent such Books and Records are then located at any of the offices of the Systems included in the Real Property;

(i) A certificate executed by the secretary or assistant secretary of Seller authenticating Seller's organizational documents, certifying as to the incumbency, and authenticating the signatures, of those persons executing this Agreement and certificates or other documents delivered hereunder on behalf of Seller;

(j) A certificate as of a recent date from the appropriate office of the state of organization of each Seller and the state in which the Business is operated as to the good standing of such Seller;

(k) An opinion of in-house counsel for Seller, in a form reasonably acceptable to Buyer;

(l) An opinion of Cole Raywid & Braverman, FCC counsel to Seller, in a form reasonably acceptable to Buyer;

(m) A noncompetition agreement in the form of Exhibit B to this Agreement; and

(n) Such other documents as Buyer may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement.

8.3. Buyer's Delivery Obligations . At the Closing, Buyer will deliver (or cause to be delivered) to Seller the following:

(a) the Purchase Price required to be paid at the Closing, as adjusted in accordance with this Agreement;

(b) the Bills of Sale executed by Buyer;

(c) a certificate, dated the Closing Date, signed by an authorized Person of Buyer, stating that, to Buyer's knowledge, the conditions set forth in Sections 7.3.1 and 7.3.2 are satisfied;

(d) An opinion of Sonnenschein, Nath and Rosenthal, counsel for Buyer, in a form reasonably acceptable to Seller;

(e) such other documents as Seller may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement and the Escrow Agreement, if required under this Agreement.

9. TERMINATION.

9.1. Events of Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

9.1.1. by the mutual written consent of Buyer and Seller;

9.1.2. by either party, upon written notice to the other party, if the transactions contemplated by this Agreement to take place at the Closing have not been consummated by the date which is 12 months after the date of this Agreement, for any reason other than (a) a breach or default by such party in the performance of any of its obligations under this Agreement, or (b) the failure of any representation or warranty of such party to be accurate;

9.1.3. by either party at any time upon written notice to the other, if the other is in material breach or default of any of its covenants, agreements or other obligations in this Agreement or in any Transaction Document and fails to cure such breach or default (a) within the 30-day period following such written notice or, (b) if such breach or default is incapable of being cured within such 30-day period and the defaulting party does not promptly initiate and diligently pursue such cure to completion upon receipt of such notice, within a reasonable period of time; or

9.1.4. by either party, immediately upon written notice to the other, if all of the conditions to the Closing have been satisfied or waived and the other party refuses or is unable to consummate the transactions contemplated by this Agreement for any reason within the time period determined pursuant to Section 8.1.1.

9.1.5. by either party as otherwise provided in this Agreement.

9.2. Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate except for the obligations set forth in this Section and in Sections 6.21 and 11.16. Notwithstanding a party's right to pursue remedies for breach of contract upon termination of this Agreement in accordance with Section 9.1, no remedies for breaches of representations and warranties will be available if this Agreement is terminated pursuant to Section 9.1, and no party will be liable for any incidental, consequential, exemplary, special, or punitive damages in connection with any claim for breach of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated by Seller pursuant to Sections 9.1.3 or 9.1.4, then Seller will be entitled to receive, as liquidated damages and in lieu of any other damages for breach of contract, the amount of $20,000,000. The parties acknowledge that it is impractical and would be extremely difficult to determine the actual damages that may proximately result from Buyer's failure to perform its obligations under this Agreement. Accordingly, the liquidated damages provided in this Section 9.2 are (a) not a penalty, and (b) reasonable and not disproportionate to the presumed damages to Seller from a failure by Buyer to comply with its obligations under this Agreement.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

10.1. Survival of Representations and Warranties. The representations, warranties, covenants and agreements of Seller in this Agreement and the Transaction Documents (other than covenants and agreements which by their terms are to be performed after the Closing Date) will survive until 12 months after the Closing Date, except that the representations, warranties and covenants with respect to Taxes, title and environmental matters, and third party claims relating to Excluded Assets or Excluded Liabilities, will survive until 30 days after the expiration of the relevant statute of limitations. The representations, warranties, covenants and agreements (other than the covenants and agreements which by their terms are to be performed after the Closing Date) of Buyer in this Agreement and the Transaction Documents will survive until 12 months after the Closing Date. The covenants and agreements of the parties in this Agreement and in the Transaction Documents to be delivered by Seller or Buyer pursuant to this Agreement, that are by their terms intended to be performed after the Closing will survive the Closing and will continue in full force and effect in accordance with their terms. The applicable periods of survival of the representations, warranties, covenants and agreements prescribed by this Section 10.1 are referred to as the "Survival Period." The liabilities of the parties under their respective representations, warranties, covenants and agreements will expire as of the expiration of the applicable Survival Period; provided, however, that such expiration will not include, extend or apply to any breach of which has been asserted by a party in a written notice to the

breaching party before such expiration or about which the breaching party has given the other party written notice before such expiration indicating that facts or conditions exist that, with the passage of time or otherwise, can reasonably be expected to result in a breach (and describing such potential breach in reasonable detail).

10.2. Indemnification by Seller. Following the Closing, Seller will indemnify, defend and hold harmless Buyer and its shareholders and its and their respective Affiliates, and the shareholders, directors, officers, employees, agents, successors and assigns of any of such Persons, from and against all Losses of or to Buyer or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Seller in this Agreement, (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement, (c) any liability or obligation of Seller or relating to the Business not included in the Assumed Obligations and Liabilities, and (d) any labor or employment matter relating to the System Employees that is attributable to any act or omission of Seller occurring prior to the Closing.

10.3. Indemnification by Buyer. Following the Closing, Buyer will indemnify, defend and hold harmless Seller and Seller's shareholders, directors, officers, employees, agents, successors and assigns, from and against all Losses of or to Seller or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Buyer in this Agreement, (b) any breach of any covenant, agreement or obligation of Buyer contained in this Agreement, (c) the failure by Buyer to perform the Assumed Obligations and Liabilities, (d) any claim made by a System Employee relating to Buyer's use of such Employee's personnel files obtained from Seller at the request of Buyer, and (e) Buyer's waiver of its condition to Closing set forth in Section 7.2.4 and the resulting transfer of the Assets without having obtained the necessary Required Consents.

10.4. Third Party Claims. Promptly after the receipt by any party of notice of any claim, action, suit or proceeding by any Person who is not a party to this Agreement (collectively, an "Action"), which Action is subject to indemnification under this Agreement, such party (the "Indemnified Party") will give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party"). The Indemnified Party will be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any such Action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, (a) admits in writing to the Indemnified Party the Indemnifying Party's liability to the Indemnified Party for such Action under the terms of this Section 10, (b) notifies the Indemnified Party in writing of the Indemnifying Party's intention to assume such defense, (c) provides evidence reasonably satisfactory to the Indemnified Party of the Indemnifying Party's ability to pay the amount, if any, for which the Indemnified Party may be liable as a result of such Action and (d) retains legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action. The other party will cooperate with the party assuming the defense, compromise or settlement of any such Action in accordance with this Agreement in any manner that such party reasonably may request. If the Indemnifying Party so assumes

the defense of any such Action, the Indemnified Party will have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement of the Action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) any relief other than the payment of money damages is sought against the Indemnified Party or (iii) the Indemnified Party will have been advised by its counsel that there may be one or more defenses available to it which are different from or additional to those available to the Indemnifying Party, and in any such case that portion of the fees and expenses of such separate counsel that are reasonably related to matters covered by the indemnity provided in this Section 10 will be paid by the Indemnifying Party. No Indemnified Party will settle or compromise any such Action for which it is entitled to indemnification under this Agreement without the prior written consent of the Indemnifying Party, unless the Indemnifying Party has failed, after reasonable notice, to undertake control of such Action in the manner provided in this Section 10.4. No Indemnifying Party will settle or compromise any such Action (i) in which any relief other than the payment of money damages is sought against any Indemnified Party or (ii) in the case of any Action relating to the Indemnified Party's liability for any Tax, if the effect of such settlement would be an increase in the liability of the Indemnified Party for the payment of any Tax for any period beginning after the Closing Date, unless the Indemnified Party consents in writing to such compromise or settlement.

10.5. Limitations on Indemnification - Seller. Seller will not be liable for indemnification arising under Section 10.2 (except for indemnification claims made pursuant to subsection (d) of Section 10.2) for any Losses of or to Buyer or any other person entitled to indemnification from Seller unless the amount of such Losses for which Seller would, but for the provisions of this Section 10.5, be liable exceeds, on an aggregate basis, $2,000,000 (the "Threshold Amount"), provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Seller receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with Section 10.4. Seller will not be liable for Buyer's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Seller will be required to pay for indemnification arising under Section 10.2 in respect of all claims by all indemnified parties is $30,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this Section 10.5 will apply to the obligation to pay post-Closing adjustments pursuant to Section 3.3, Seller's obligation to discharge the Excluded Liabilities, or to Seller's breach of its representations and warranties that it has title to the Assets (including Real Property), and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.6. Limitations on Indemnification - Buyer. Buyer will not be liable for indemnification arising under Section 10.3 for any Losses of or to Seller or any other

person entitled to indemnification from Buyer unless the amount of such Losses for which Buyer would, but for the provisions of this Section 10.6, be liable exceeds, on an aggregate basis, the Threshold Amount, provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Buyer receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with section 10.4. Buyer will not be liable for Seller's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Buyer will be required to pay for indemnification arising under Section 10.3 in respect of all claims by all indemnified parties is $30,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this Section 10.6 will apply to the obligation to pay the Purchase Price, as adjusted, and post-Closing adjustments pursuant to Section 3.3, or to Buyer's obligation to assume and perform the Assumed Obligations and Liabilities, and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.7. Sole Remedy. Each party acknowledges and agrees that, should the Closing occur, its sole and exclusive remedy against the other with respect to any breach of representation, warranty, covenant, agreement or obligation will be pursuant to the indemnification provisions set forth in this Section 10.

11. MISCELLANEOUS.

11.1. Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon the parties and their respective permitted assigns and successors in interest and will inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement. Without the prior written consent of the other party, no party will assign any of its rights under this Agreement or delegate any of its duties under this Agreement; provided, however, that (i) Seller may assign its rights under this Agreement (but not obligations) to a qualified intermediary within the meaning of Code Section 1.1031(k)-1(g)(4)(iii) ("Qualified Intermediary") and (ii) either party may assign its rights to an Affiliate so long as the assigning party continues to be bound by the terms of this Agreement. If Seller elects to assign its rights under this Agreement to a Qualified Intermediary, Buyer will cooperate with Seller as may be reasonably necessary in connection with such assignment and the deferred tax-free exchange to be accomplished in connection therewith, including acknowledging the execution of a written agreement between Seller and the Qualified Intermediary.

11.2. Notices. Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, certified mail, or sent by courier or, if receipt is confirmed, by telecopier:

To Buyer at: Mediacom Communications Corporation
100 Crystal Run Road
Middletown, New York 10941
Attention: Mr. Rocco B. Commisso
Fax: (845) 695-2639

With a copy to:

Robert L. Winikoff, Esq
Sonnenschein Nath & Rosenthal
24th Floor
1221 Avenue of the Americas
New York, NY 10020
Fax: (212) 768-6800

To Seller at: c/o AT&T Broadband, LLC
188 Inverness Drive West
Englewood, Colorado 80112
Attention: Alfredo Di Blasio
Fax: (303) 858-3456

With a copy similarly addressed to the attention of Karla Tartz, Esq., Fax: (303) 858-3487.

With a copy (which will not constitute notice) to:

Holland & Hart LLP
555 Seventeenth Street
Suite 3200
Denver, Colorado 80202
Attention: Stephen P. Villano, Esq.
Fax: (303) 295-8261

Any party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 11.2. All notices will be deemed to have been received on the date of actual receipt.

11.3. Attorneys' Fees. In the event of any action or suit based upon or arising out of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs of such action or suit from the other party.

11.4. Right to Specific Performance. Each party acknowledges that the unique nature of the transactions contemplated by this Agreement and the circumstances under which this Agreement has been entered into renders money damages for a breach of the parties' respective obligations to consummate the transactions contemplated by this Agreement an inadequate remedy, and the parties agree that either party will be entitled to pursue specific performance as a remedy for such breach without the

requirement of posting a bond or other security therefor; provided, however, that Seller will have such right to specific performance only in connection with a breach of Buyer's confidentiality obligations under Section 6.21 hereof.

11.5. Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

11.6. Captions. The captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

11.7. Choice of Law. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES UNDER IT WILL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES OF DELAWARE.

11.8. Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. The word "include" and derivatives of that word are used in this Agreement in an illustrative sense rather than limiting sense.

11.9. Further Actions. Seller and Buyer will execute and deliver to the other, from time to time at or after the Closing, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

11.10. Time. Time is of the essence under this Agreement. If the last day permitted for giving of any notice or the performance of any act required or permitted under this Agreement falls on a day which is not a Business Day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding Business Day.

11.11. Late Payments. If either party fails to pay the other any amounts when due under this Agreement, the amounts due will bear interest from the due date to the date of payment at the annual rate publicly announced from time to time by The Bank of New York as its prime rate (the "Prime Rate") plus 3%, adjusted as and when changes in the Prime Rate are made.

11.12. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement will become binding when one or more counterparts, individually or taken together, bear the signatures of all parties to this Agreement. Delivery of an executed signature page of this Agreement by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

11.13. Entire Agreement. This Agreement (including the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) and the Transaction Documents contain the entire agreement of the parties and supersede all prior oral or written agreements and understandings with respect to the subject matter hereof other than any letter or agreement between the Buyer and Seller that specifically refers to this Section 11.13. This Agreement may not be amended or modified except by a writing signed by the parties.

11.14. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

11.15. Construction. This Agreement has been negotiated by Buyer and Seller and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement.

11.16. Expenses. Except as otherwise expressly provided in this Agreement, each party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

11.17. Commercially Reasonable Efforts. For purposes of this Agreement, unless a different standard is expressly provided with respect to any particular matter, any requirement herein that a party use "commercially reasonable efforts" will not be deemed to require that party to undertake extraordinary measures, including the initiation or prosecution of legal proceedings or the payment of amounts in excess of normal and usual filing fees and processing fees, if any.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the day and year first above written.

MEDIACOM COMMUNICATIONS CORPORATION, a Delaware corporation

By: ____________________________
Rocco B. Commisso
Chairman and CEO

INTERMEDIA PARTNERS,
a California limited partnership

By: TCI South Carolina IP-1, LLC,
its general partner

By: TCI of South Carolina, Inc.,
its member

By: ________________________
Alfredo Di Blasio
Vice President

TCI OF COLUMBUS, INC.,
a Georgia corporation

By: ____________________________
Alfredo Di Blasio
Vice President

TCI CABLEVISION OF GEORGIA, INC.,
a Georgia corporation

By: ____________________________
Alfredo Di Blasio
Vice President

TCI TKR OF GEORGIA, INC.,
a Delaware corporation

By: ____________________________
Alfredo Di Blasio
Vice President

List of Exhibits and Schedules

Exhibit A	Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Noncompetition Agreement
Schedule 1.18*	Excluded Assets
Schedule 1.29*	System Managers
Schedule 1.35*	Permitted Encumbrances
Schedule 1.39*	Systems and Service Area
Schedule 4.3*	Required Consents
Schedule 4.4*	Encumbrances; Exceptions to Operating Condition of Equipment
Schedule 4.5*	Franchises and Licenses
Schedule 4.6*	Contracts
Schedule 4.7*	Real Property
Schedule 4.8*	Environmental Matters
Schedule 4.9*	Compliance with Legal Requirements - Exceptions
Schedule 4.10*	Intellectual Property
Schedule 4.12*	Absence of Certain Changes
Schedule 4.13*	Legal Proceedings
Schedule 4.15*	Employment Matters
Schedule 4.16*	System Information
Schedule 6.2*	Permitted Activities
Schedule 6.2.2*	Capital Expenditures
Schedule 7.2.4	Retained Franchises

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* Pursuant to Item 601(b)(2) of Regulation S-K, such schedule is omitted from this exhibit. Registrant agrees to furnish the Securities and Exchange Commission a copy of such schedule upon request.

EXHIBIT A
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, the undersigned Affiliate of AT&T Broadband, LLC ("Seller") and Mediacom Communications Corporation are parties to an Asset Purchase and Sale Agreement (the "Agreement"), dated February 26, 2001, pursuant to which Seller has agreed, inter alia, to sell, transfer, convey, assign, and deliver to Buyer all of Seller's right, title and interest in and to all the Assets, that are owned, leased, used or held for use by Seller in connection with, or necessary to, the operation of the Systems, in exchange for the Purchase Price, as adjusted, and on the terms and conditions set forth in the Agreement; and

WHEREAS, in partial consideration therefore, the Agreement requires Buyer to assume certain of the obligations of Seller with respect to the System.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereunder, the parties hereto hereby agree as follows:

1. Seller has bargained and sold, and by these presents does sell, transfer, convey, assign, and deliver to Buyer, its successors and assigns, all of Seller's right title and interest, free and clear of Encumbrances (other than Permitted Encumbrances), in and to the Assets with such representations, warranties and covenants as are set forth in the Agreement and the Exhibits and Schedules thereto.

TO HAVE AND TO HOLD said property and assets unto Buyer, its successors and assigns, to and for its and their own proper use and benefit forever.

2. Upon the terms and subject to the conditions of the Agreement, as of the date hereof, Buyer shall assume, pay, perform, and discharge the Assumed Obligations and Liabilities.

3. This instrument is executed and delivered pursuant to the Agreement, subject to the provisions thereof. Nothing contained herein shall be deemed to enlarge,

alter, or amend the provisions of the Agreement. If any provision set forth in this instrument conflicts with any provision set forth in the Agreement, the provision of the Agreement shall control.

4. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Delaware. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event that any of the provisions contained herein or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby, unless any manifest injustice or inequity would result from the applicability and enforceability of such remaining provisions. This instrument may be executed in two or more counterparts, all of which taken together, shall be deemed one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized officers as of the day and year first above written.

[SIGNATURE BLOCKS]

EXHIBIT B
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF NONCOMPETITION AGREEMENT

___________, 2001

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

Gentlemen:

Reference is made to that certain Asset Purchase Agreement dated as of February 26, 2001 (the "Agreement"), among the undersigned Affiliates ("Seller") of AT&T Broadband, LLC ("AT&T Broadband") and Mediacom Communications Corporation ("Buyer"). This letter is being delivered to you pursuant to Section 8.2(m) of the Agreement. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In order to effectuate the purposes and intent of the Agreement, each Seller and AT&T Broadband hereby covenants and agrees that for a period commencing on the date hereof and expiring on the third anniversary from the date hereof, that it shall not be involved, directly or indirectly, either personally, or as an owner, employee, partner, associate, officer, manager, agent, advisor, consultant or otherwise, with any business which is competitive with the business of Buyer within the Service Area. A business shall be deemed competitive with the business of Buyer if it involves the development, construction, sale, lease, rental or operation of any cable television system, satellite master antenna television system, multi-point distribution system or "open video" system, as such terms are generally defined and used in the communications industry, and provides video, telephony or data services over such system; provided, however, that nothing herein shall restrict Seller or AT&T Broadband from being a passive investor or shareholder holding less than five percent of the outstanding voting stock or equity interest in any such competitive business, and provided, further, that nothing

herein shall restrict [Excite@Home] from being involved or engaging in any business within the Service Area.

If the terms or provisions of this Noncompetition Agreement are breached or threatened to be breached, each of Seller and AT&T Broadband expressly consents that, in addition to any other remedy Buyer may have, Buyer may apply to any court of competent jurisdiction for injunctive relief in order to prevent the continuation of any existing breach or the occurrence of any threatened breach.

If any provision of this Noncompetition Agreement is determined to be unreasonable or unenforceable, such provision and the remainder of this Noncompetition Agreement shall not be declared invalid, but rather shall be modified and enforced to the maximum extent permitted by law.

This letter is intended to form a part of the Agreement and, accordingly, reference is hereby made to Section 11.13 of the Agreement.

Sincerely,

[SIGNATURE BLOCKS]

Schedule 7.2.4
to the
Asset Purchase Agreement
among
MEDIACOM COMMUNICATIONS CORPORATION
and
THE AT&T BROADBAND PARTIES

RETAINED FRANCHISES

For purposes of this Agreement, a "Retained Franchise" means any Franchise for which by the Closing Date: (a) the Required Consent to transfer such Franchise to Buyer either was not obtained, has not been granted by operation of law, or the applicable Governmental Authority or its designee has taken public action to the effect, or has given written notice to Buyer or Seller of its, or its designee's assertion, that the Required Consent has not been granted by operation of law, or (b) a Governmental Authority has the right directly or indirectly to acquire all or any portion of a System, which right has not expired by its terms or expressly been waived or abandoned. The Retained Franchise includes not only the applicable Franchise, but also all of the Assets that are: (i) located in the Service Area of the Retained Franchise; and (ii) used solely for the operation of the portion of the System in the portion of the Service Area of the Retained Franchise.

EXHIBIT 2.5

ASSET PURCHASE AGREEMENT

AMONG

MEDIACOM COMMUNICATIONS CORPORATION
on the one hand

AND

THE AT&T BROADBAND PARTIES
on the other hand

DATED AS OF

FEBRUARY 26, 2001

(Iowa/Illinois)

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of the 26th day of February, 2001, by and among the Affiliates of AT&T whose names appear on the signature page of this Agreement (collectively, and jointly and severally, "Seller"), and Mediacom Communications Corporation, a Delaware corporation ("Buyer").

Recitals

A. The parties desire to effect the transfer of substantially all of the assets of the Business (as defined below) owned by Seller to Buyer for cash.

B. The purpose of this Agreement is to set forth the definitive terms upon which such transfer will take place.

Agreements

In consideration of the above recitals and the mutual agreements stated in this Agreement, the parties agree as follows:

1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following capitalized terms, when used in this Agreement, will have the meanings set forth below:

1.1. Affiliate. With respect to any Person, any other Person controlling, controlled by or under common control with such Person, with "control" for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise. For purposes of this Agreement, At Home Corporation and its subsidiaries and Liberty Media Corporation and its subsidiaries will not be treated as Affiliates of Seller.

1.2. Assets. All properties, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description that are owned, leased or otherwise held by Seller, or are hereafter acquired by Seller prior to the Closing Time, and used in the Business, including Franchises, Licenses, Intangibles, Contracts, Books and Records, Equipment, Real Property and deposits relating to the Business that are held by Third Parties for the account of Seller or for security for Seller's performance of its obligations, but excluding any Excluded Assets and any assets disposed of prior to the Closing Date in the ordinary course of business and not in violation of this Agreement.

1.3. AT&T. AT&T Broadband, LLC, a Delaware limited liability company.

1.4. AT&T Late Fee Settlement. The Settlement Agreement and Release that relates to the Systems with respect to the late fees charged, a copy of which, in the form submitted to the courts, has been provided to Buyer by Seller.

1.5. Basic Service. The lowest tier of service offered to subscribers of a System.

1.6. Books and Records. All engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and processes and all other files of correspondence, lists, records and reports to the extent concerning the Business, including subscribers and prospective subscribers of the Systems, signal and program carriage and dealings with Governmental Authorities with respect to the Systems, including all reports filed with respect to the Systems by or on behalf of Seller or its Affiliates with the FCC and statements of account filed with respect to the Systems by or on behalf of Seller or its Affiliates with the U.S. Copyright Office, but excluding all corporate, financial and tax records and all documents, reports and records relating to System Employees.

1.7. Business. The cable television business and other income-generating businesses relating to the Systems (including the high speed data, internet access and advertising sales business) that are conducted by Seller through the Systems.

1.8. Business Day. Any day other than Saturday, Sunday or a day on which banking institutions in Denver, Colorado or New York, New York are required or authorized to be closed.

1.9. Closing. The consummation of the transactions contemplated by this Agreement, as described in Section 8.

1.10. Closing Date. The date on which the Closing occurs.

1.11. Closing Time. 12:01 a.m., local time at the location of the Assets, as applicable, on the Closing Date.

1.12. Communications Act. The Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated thereunder and currently in effect.

1.13. Contracts. All contracts and agreements (other than Franchises, Licenses and those relating to Real Property) to which Seller is a party and which relate to the operation of the Business.

1.14. Encumbrance. Any mortgage, lien, security interest, security agreement, conditional sale or other title retention agreement, pledge, option, charge, encumbrance, adverse interest, assessment, restriction on transfer or any exception to or defect in title or other ownership interest (including reservations, rights of way, possibilities of reverter, encroachments, easements, rights of entry, restrictive covenants, leases and licenses).

1.15. Environmental Law. Any applicable Legal Requirement governing the protection of the environment, including those relating to the use, storage, disposal, release or handling of Hazardous Substances.

1.16. Equipment. All electronic devices, trunk and distribution coaxial and optical fiber cable, amplifiers, drops, power supplies, conduit, vaults and pedestals, grounding and pole hardware, subscriber's devices (including converters, encoders, cable modems, transformers behind television sets and fittings), headend hardware (including origination, earth stations, transmission and distribution system, advertising insertion equipment, cable modem termination system and IP routers), test equipment, vehicles and other tangible personal property owned or leased by Seller and primarily used in the Business.

1.17. Equivalent Basic Subscribers (or EBS). As of any date of determination and for each Service Area served by a System, the sum of (a) the total number of private residential customer accounts that are billed by individual unit for at least Basic Service (regardless of whether such accounts are in single-family homes or in individually billed units in apartment buildings or other multi-unit buildings), but exclusive of (i) "second connects" and "additional outlets" as such terms are commonly understood in the cable television industry, and (ii) accounts that are not charged or are charged less than the standard monthly service fees and charges then in effect for such System for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount); and (b) the quotient of (i) the total monthly billings for sales of Basic Service and Expanded Basic Service by such System for such Service Area during the most recent billing period ended prior to the date of calculation to commercial, bulk-billed and other accounts not billed by individual unit (whether on a discounted or non-discounted basis) and to private residential customer accounts that are billed by individual unit but pay less than the standard monthly service fees charged for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount), but excluding billings in excess of a single month's charges for any account, divided by (ii) the standard monthly combined rate (without discount of any kind) charged by such System for such Service Area to individually billed subscribers for Basic Service and Expanded Basic Service offered by such System in effect during such billing period. For purposes of calculating the EBS number, there will be excluded: (A) all accounts billed by individual unit that are, and all billings to any commercial, bulk-billed and other accounts not billed by individual unit that are, more than 60 days past due in the payment of any amount in excess of the lesser of $10.00 or the standard rate charged for Basic Service at the time of determination; (B) any accounts billed by individual unit and all commercial, bulk-billed and other accounts not billed by individual unit that, as of the date of calculation, have not paid in full the charges for at least one full month of the subscribed service; (C) that portion of the billings to all accounts billed by individual unit included in clause (b) above and any commercial bulk-billed and other accounts not billed by individual unit representing an installation or other non-recurring charge, a charge for equipment or for any outlet or connection other than the first outlet or first connection in any individually billed unit or, with respect to a bulk account, in any residential unit (e.g., an individual apartment or rental unit), a charge for any tiered service other than

Expanded Basic Service (whether or not included within Pay TV), any charge for Pay TV or a pass-through charge for sales Taxes, line-itemized franchise fees, @Home service fees, fees charged by the FCC and the like; (D) any individually billed unit and all billings to any commercial, bulk-billed and other accounts not billed by individual unit whose service is pending disconnection for any reason; and (E) any individually billed unit that was solicited between November 1, 2000 and the Closing Date to purchase such services by promotions or offers of discounts other than of the type disclosed on Schedule 4.16 or as permitted under this Agreement.

1.18. Excluded Assets. All:

1.18.1. Programming Contracts (including music programming Contracts), cable guide Contracts, and Contracts to which other cable systems of Seller or its Affiliates are subject (including the Memorandum of Understanding Regarding Neutrality and Consent Election by and among CWA, IBEW and certain business operating units and divisions of AT&T Corp.; retransmission consent Contracts applicable to one or more headends not included in the Systems; master billing Contracts and master multiple dwelling unit Contracts), other than any such Contracts (or interests therein) disclosed or described on Schedule 4.6;

1.18.2. Seller Plans (as defined in Section 4.15.2) and any cash, reserve, trust or funding arrangement held or set aside for the payment of benefits under such Seller Plans;

1.18.3. Insurance policies and rights and claims under insurance policies (except as otherwise provided in Section 6.9);

1.18.4. Bonds, letters of credit, surety instruments and other similar items;

1.18.5. Except for petty cash to the extent transferred to Buyer, cash and cash equivalents, including cash relating to subscriber prepayments and deposits, and notes receivable;

1.18.6. Except as specifically described on Schedule 4.10, the Intellectual Property held by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.12);

1.18.7. Subscriber billing Contracts and related equipment if not owned by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.13);

1.18.8. Assets, rights and properties of Seller or its Affiliates used or held for use other than primarily in connection with the Systems;

1.18.9. Except (a) accounts receivable and (b) any other claim, right or interest to the extent reflected in the adjustment to the Purchase Price determined pursuant to Section 3.2, all claims, rights and interests in and to any refunds of, or amounts credited against, Taxes or fees of any nature, including franchise and copyright

fees, or any other claims against Third Parties, relating to the operation of the Systems prior to the Closing Time;

1.18.10. Except as set forth on Schedule 4.6, any employment, compensation, bonus, deferred compensation, consulting, agency or management Contracts;

1.18.11. All Business documents and records not included in the Books and Records (provided that copies of personnel files will be made available to Buyer for a period of three years after the Closing Date upon reasonable request by Buyer accompanied by a waiver and release from the employee whose records are sought in form and substance reasonably satisfactory to Seller);

1.18.12. Capital and vehicle leases;

1.18.13. Advertising sales agency or representation Contracts providing any Third Party or Affiliate of Seller the right to sell available advertising time for a System (including any Contract with National Cable Communications or Cable Networks, Inc.), other than any such Contract disclosed on Schedule 4.6;

1.18.14. Proprietary software of Seller or its Affiliates and licenses relating to Third Party software and maintenance agreements with respect thereto, other than transferable licenses relating to Third Party software installed on personal computers included in the Assets;

1.18.15. Contracts for Internet access or on-line service arrangements that provide to any Third Party or Affiliate of Seller the right to use the transmission capacity of a System to provide Internet access or other on-line services over such System, other than those disclosed on Schedule 4.6;

1.18.16. Contracts and related accounts receivable for providing DMX service to commercial accounts via direct broadcast satellite; and

1.18.17. The assets specifically disclosed on Schedule 1.18.

1.19. Expanded Basic Service. Any video programming provided over a System, regardless of service tier, other than Basic Service, any new product tier, digital services and Pay TV.

1.20. FCC. The Federal Communications Commission and any successor Governmental Authority.

1.21. Financial MAC. A material adverse deterioration in the public or private equity and debt securities markets, or in the debt securities market for the syndication of bank loans to corporate borrowers, as a result of which the sources of Buyer's equity or debt financing have declined to issue or have exercised their rights to withdraw their commitments with respect to the transactions contemplated hereby.

1.22. Franchises. The initial authorizations, or renewals thereof, issued by a local Governmental Authority, and ratified by the electorate where required, that are described on Schedule 4.5, which authorize the construction or operation of the Systems, and all rights and benefits of Seller pertaining thereto.

1.23. GAAP. Generally accepted accounting principles as in effect from time to time in the United States of America.

1.24. Governmental Authority. (a) The United States of America; (b) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities and the like); or (c) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or any instrumentality of any of the foregoing.

1.25. Governmental Permits. All Franchises, Licenses and all other material approvals, authorizations, permits, licenses, easements, registrations, qualifications, leases, variances and similar rights obtained with respect to the Business or Assets from any Governmental Authority.

1.26. Hazardous Substances. (a) Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. ss.ss. 6901 et seq.), as amended, and the rules and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. ss.ss. 9601 et seq.) (CERCLA), as amended, and the rules and regulations promulgated thereunder; (c) any substance regulated by the Toxic Substances Control Act (TSCA) (42 U.S.C. ss.ss.2601 et seq.), or the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 U.S.C. ss.ss.136 et seq.), each as amended, and the rules and regulations promulgated thereunder; (d) asbestos or asbestos-containing material of any kind or character; (e) polychlorinated biphenyls; (f) any substances regulated under the provisions of Subtitle I of RCRA relating to underground storage tanks; and (g) any other substance which by any Environmental Law requires special handling, reporting or notification of any Governmental Authority in its collection, storage, use, treatment or disposal.

1.27. Intangibles. Subscriber lists, accounts receivable, claims (excluding any claims relating to Excluded Assets), goodwill, if any, and any other intangible asset owned or held by Seller and used in the Business.

1.28. Intellectual Property. All (a) trademarks, trade dress, trade names, service marks, logos and other similar proprietary rights, (b) domain names, (c) copyrights, and (d) patents and patentable know-how, inventions and processes, in each case used in connection with the Business.

1.29. Knowledge. The actual knowledge of a particular matter of (a) one or more of the principal corporate personnel of Seller, AT&T or any direct or indirect subsidiary of AT&T involved in the transactions contemplated by this Agreement, or

(b) after reasonable inquiry, any of the general managers (or holders of positions of equivalent responsibility) of the Systems, including those individuals listed on Schedule 1.29.

1.30. Legal Requirement. Applicable common law and any judicial decisions, statute, ordinance, code, or other law, rule, regulation, order or other technical or written requirement, standard or procedure enacted, adopted or applied by any Governmental Authority or private arbitration tribunal.

1.31. Licenses. The cable television relay service, business radio and other licenses, authorizations or permits issued by the FCC or any other Governmental Authority that are described on Schedule 4.5 (other than the Franchises).

1.32. Losses. Any claims, losses, liabilities, damages, penalties, costs and expenses, including interest that may be imposed in connection therewith, expenses of investigation, reasonable fees and disbursements of counsel and other experts, and settlement costs.

1.33. Material Adverse Effect. A material adverse effect on the operations, assets, or financial condition of the Business, taken as a whole, but without taking into account any effect resulting from changes in conditions (including economic conditions, changes in FCC regulations, or federal or state governmental actions, legislation or regulations) that are applicable to the economy or the cable television industry on a national, regional or state basis (other than such changes as would prohibit the transactions contemplated hereby, subject Buyer to damages or require Buyer to divest itself of other assets or interests) or any changes in technology affecting the Business.

1.34. Pay TV. Premium programming services selected by and sold to subscribers of the Systems on an a la carte basis for fees in addition to the fee for Basic Service or Expanded Basic Service.

1.35. Permitted Encumbrances. The following Encumbrances: (a) liens for Taxes, assessments and governmental charges not yet due and payable; (b) zoning laws and ordinances and similar Legal Requirements which are not violated by any existing improvement or which do not prohibit the use of the Real Property as currently used in the operation of the Business; (c) any right reserved to any Governmental Authority to regulate the affected property (including restrictions stated in the Franchises and Licenses); (d) in the case of any leased Asset, (i) the rights of any lessor and (ii) any Encumbrance granted by any lessor of such leased Asset; (e) inchoate materialmens', mechanics', workmen's, repairmen's or other like Encumbrances arising in the ordinary course of business; (f) in the case of owned Real Property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title which do not individually or in the aggregate materially interfere with the right or ability to use or operate the Real Property as currently being used, and which do not materially impair the value of the Real Property; (g) any other Encumbrance (other than an Encumbrance securing a monetary obligation) that does not individually or in the aggregate interfere with the continued use of the Assets subject thereto in the operation

of the Business as currently being used; and (h) those Encumbrances disclosed on Schedule 1.35.

1.36. Person. Any natural person, corporation, partnership, trust, unincorporated organization, association, limited liability company, Governmental Authority or other entity.

1.37. Real Property. The Assets owned or leased by Seller and used in the Business consisting of realty, including appurtenances, improvements and fixtures located on such realty, and any other interests in real property, including fee interests, leasehold interests and easements, wire crossing permits, and rights of entry (but not including interests in real property granted in Contracts in connection with services provided by Seller to the residents or occupants of such real property, including access and service Contracts with the owners of multiple dwelling unit complexes).

1.38. Required Consents. All authorizations, approvals and consents required under any Legal Requirement or under any Franchises, Licenses, Real Property, Contracts disclosed on Schedule 4.6 or Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, for (a) Seller to transfer the Assets and the Business to Buyer, and (b) Buyer to conduct the Business and to own, lease, use and operate the Assets at the places and in the manner in which the Business is conducted as of the date of this Agreement and on the Closing Date.

1.39. Service Area. The municipalities and counties in and around which Seller operates or is authorized to operate the Systems and the Business, which are disclosed on Schedule 1.39.

1.40. Subscriber Adjustment Amount. $2,685

1.41. Subscriber Threshold. 540,000 Equivalent Basic Subscribers.

1.42. System Employees. All employees of Seller or of any Affiliate of Seller who are primarily engaged in the operation of the Business.

1.43. Systems. The complete cable television reception and distribution systems operated in the conduct of the Business, each consisting of one or more headends, subscriber drops and associated electronic and other equipment, as listed on Schedule 1.39 and further designated and described on Schedule 4.16.

1.44. Target Closing Date. June 29, 2001.

1.45. Taxes. All levies and assessments of any kind or nature imposed by any Governmental Authority, including all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property Taxes and levies, together with any interest thereon and any penalties, additions to Tax or additional amounts applicable thereto.

1.46. Third Party. Any Person other than Seller or Buyer and their respective Affiliates.

1.47. Other Definitions. The following terms are defined in the Sections indicated:

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2. PURCHASE AND SALE OF ASSETS; ASSUMED OBLIGATIONS AND LIABILITIES.

2.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing Time, Seller will sell to Buyer, and Buyer will purchase from Seller, free and clear of all Encumbrances (except Permitted Encumbrances), the Assets.

2.2. Assumed Obligations and Liabilities. At the Closing Time, Buyer will assume, and after the Closing Time, Buyer will pay, discharge and perform, the following (the "Assumed Obligations and Liabilities"): (a) those obligations and liabilities accruing and relating to periods after the Closing Time under or with respect to the Assets assigned and transferred to Buyer at the Closing; (b) those obligations and liabilities of Seller to subscribers and customers of Seller's Business for (i) subscriber deposits held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2 and (ii) customer, advertising and other advance payments held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2; (c) all obligations and liabilities accruing and relating to the Business prior to the Closing Time in respect of which Buyer received a credit pursuant to Section 3.2; and (d) all other obligations and liabilities accruing and relating to periods after the Closing Time and arising out of Buyer's ownership of the Assets or operation of the Systems after the Closing Time, except to the extent that such obligations or liabilities relate to any Excluded Asset. All obligations and liabilities, contingent, fixed or otherwise, arising out of or relating to the Assets or the Systems other than the Assumed Obligations and Liabilities will remain and be the obligations and liabilities of Seller (collectively, the "Excluded Liabilities").

3. CONSIDERATION.

3.1. Purchase Price. Buyer will pay to Seller for the Assets total cash consideration of $1,450,000,000, subject to adjustment as provided in Section 3.2 (the "Estimated Purchase Price").

3.1.1. At the Closing, Buyer will pay to Seller, by wire transfer of immediately available funds pursuant to wire instructions delivered by Seller to Buyer no later than two Business Days prior to the Closing Date, cash in an aggregate amount equal to the excess of (a) the Estimated Purchase Price over (b) the sum of all Retained Franchise Amounts (such excess, the "Purchase Price"). For purposes of this Agreement, the "Retained Franchise Amount" for a Retained Franchise shall be equal to the number of Equivalent Basic Subscribers served by Seller pursuant to such Retained Franchise multiplied by the Subscriber Adjustment Amount.

3.1.2. Upon any transfer of a Retained Franchise to Buyer after the Closing, Buyer will pay to Seller the Retained Franchise Amount with respect to such Retained Franchise by wire transfer of immediately available funds.

3.2. Adjustments to Purchase Price. The Purchase Price will be adjusted as follows:

3.2.1. Adjustments on a pro rata basis as of the Closing Time will be made for all prepaid expenses (other than inventory), accrued expenses (including real and personal property Taxes), copyright fees and franchise or license fees or charges, prepaid income, subscriber prepayments and accounts receivable related to the Business, all as determined in accordance with GAAP consistently applied, and to reflect the principle that all expenses and income attributable to the Business for the period through and including the Closing Time are for the account of Seller, and all expenses and income attributable to the Business for the period after the Closing Time are for the account of Buyer. Notwithstanding the foregoing, with respect to accounts receivable resulting from cable television services or Internet access or high speed data services, the Purchase Price will be increased by (a) 100% of the face amount of such accounts receivable that are 30 days or less past due as of the Closing and (b) 95% of the face amount of such accounts receivable that are 31 to 60 days past due as of the Closing; provided, however, that Seller will receive no credit for any accounts receivable resulting from cable television services or Internet access or high speed data services of which more than the lesser of (A) $10.00 or (B) the standard rate for Basic Service is more than 60 days past due as of the Closing Date. With respect to accounts receivable resulting from advertising sales, the Purchase Price will be increased by 100% of the face amount of such accounts receivable that are less than 120 days past due as of the Closing, and Seller will receive no credit for any accounts receivable resulting from advertising sales of which any portion is 120 days or more past due as of the Closing Date. For purposes of making "past due" calculations for cable television services or Internet access or high speed data services, the billing statements of a System will be deemed to be due and payable on the first day of the period during which the service to which such billing statements relate is provided.

3.2.2. All advance payments to, or funds of Third Parties on deposit with, Seller as of the Closing Time and relating to the Business, including advance payments and deposits by subscribers served by the Business for converters, encoders, decoders, cable modems, cable television services and related sales, will be assumed by and credited to the account of Buyer.

3.2.3. There will be credited to Buyer the economic value of all accrued vacation time that Buyer credits after the Closing Time to Hired Employees pursuant to Section 6.3, where economic value is the amount equal to the cash compensation that would be payable to each such Hired Employee at his or her level of compensation on the Closing Date for a period equal to such credited accrued vacation.

3.2.4. All deposits relating to the Business and the operation of the Systems that are held by Third Parties as of the Closing Time for the account of Seller which relate to the Systems or are held as security for Seller's performance of Assumed Obligations and Liabilities, including deposits on leases and deposits for utilities, will be credited to the account of Seller in their full amounts and will become the property of Buyer. All other deposits will remain the property of Seller.

3.2.5. The Purchase Price will be increased by an amount equal to the capital expenditures made by Seller or Affiliates of Seller between the date of this Agreement and the Closing Date at the specific written request of Buyer, and which Seller is not otherwise required to make pursuant to the terms of this Agreement, as contemplated by Section 6.2.2. The Purchase Price will be decreased by the amount, if any, by which Seller fails to make any capital expenditures that Seller is required to make pursuant to Section 6.2.2 of this Agreement.

3.2.6. The Purchase Price will be decreased by the dollar amount equal to the product of (a) the Subscriber Shortfall multiplied by (b) the Subscriber Adjustment Amount. For purposes of this Agreement, the "Subscriber Shortfall" equals the number, if any, by which the Equivalent Basic Subscribers of the Systems at the Closing is less than the Subscriber Threshold.

3.2.7. The Purchase Price shall be increased or decreased as otherwise provided herein or as agreed to by the parties in accordance with the provisions of this Agreement.

3.2.8. The adjustments provided for in this Section 3.2 will be made without duplication. In addition, none of the adjustments provided for in this Section 3.2 will be made with respect to any Excluded Asset or Excluded Liability or with respect to any item of income or expense related to an Excluded Asset or Excluded Liability.

3.2.9. The net amount of the adjustments calculated under this Section 3.2, as preliminarily determined pursuant to Section 3.3.1, will be added or subtracted, as applicable, to the Purchase Price at the Closing.

3.3. Determination of Adjustments. Preliminary and final adjustments to the Purchase Price will be determined as follows:

3.3.1. Not later than a date Seller reasonably believes is at least 15 Business Days prior to the Closing, Seller will deliver to Buyer a report (the "Preliminary Adjustments Report"), certified by Seller, showing in detail the preliminary determination of the adjustments referred to in Section 3.2, which have been calculated as of the Closing Time (or as of any other date and time agreed by the parties) and any documents substantiating the adjustments proposed in the Preliminary Adjustments Report. Buyer will have 10 Business Days following receipt of the Preliminary Adjustments Report to review such Report and supporting information and to notify Seller of any disagreements of Buyer with Seller's estimates. If Buyer provides a notice of disagreement with Seller's estimates of the adjustments referred to in Section 3.2 within such 10 Business Day period, Buyer and Seller will negotiate in good faith to resolve any such dispute and to reach an agreement prior to the Closing Date on such estimated adjustments as of the Closing Time. The basis for determining the Purchase Price to be paid at the Closing will be (a) the estimate so agreed upon by Buyer and Seller or (b) if the parties do not reach such an agreement on the estimated amount of the adjustments set forth in the Preliminary Adjustments Report prior to the

Closing Date or if Buyer fails to provide a notice of disagreement with Seller's estimates of such adjustments within the requisite time provided, the estimates of such adjustments set forth in the Preliminary Adjustments Report.

3.3.2. Within 90 days after the Closing Date, Seller will deliver to Buyer a report (the "Final Adjustments Report") certified by Seller showing in detail the final determination of all adjustments which were not calculated as of the Closing Time and containing any corrections to the Preliminary Adjustments Report, together with any documents substantiating the adjustments proposed in the Final Adjustments Report. Buyer will provide Seller with reasonable access to all records that Buyer has in its possession and which are necessary for Seller to prepare the Final Adjustments Report.

3.3.3. Within 30 days after receipt of the Final Adjustments Report, Buyer will give Seller written notice of Buyer's objections, if any, to the Final Adjustments Report. If Buyer timely makes any such objection, the parties will agree on the amount, if any, which is not in dispute within 30 days after Seller's receipt of Buyer's notice of objections to the Final Adjustments Report, and payment of the amount not in dispute will be made by the responsible party by wire transfer of immediately available funds within three Business Days after such agreement. Any disputed amounts will be determined by a national accounting firm agreed to by Buyer and Seller which has not provided services to Buyer, Seller or their respective Affiliates in the prior 12 months, which firm will be obligated to determine such amounts within 90 days after the dispute is submitted to it, and the determination of which will be conclusive. Seller and Buyer will bear equally the fees and expenses payable to such firm in connection with such determination. The responsible party will make the payment required after determination of all disputed amounts by wire transfer of immediately available funds to the other party within three Business Days after the final determination of all disputed items.

3.4. Allocation of Purchase Price. The consideration payable by Buyer under this Agreement will be allocated among the Assets as set forth in a schedule prepared by an independent appraiser with significant experience in the cable television industry. Such appraiser will be selected by Buyer and will be instructed to complete such schedule not later than 45 days after the Closing Date. The fees of such appraiser will be the responsibility solely of Buyer. Buyer and Seller agree to be bound by the allocation and will not take any position inconsistent with such allocation and will file all returns and reports with respect to the transactions contemplated by this Agreement, including all federal, state and local Tax returns, on the basis of such allocation.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing, as follows:

4.1. Organization and Qualification. Each entity comprising Seller is duly organized, validly existing and in good standing under the laws of the state of its

organization and has all requisite power and authority to own, lease and use the Assets as they are currently owned, leased and used and to conduct the Business as it is currently conducted. Each entity comprising Seller is duly qualified to do business and is in good standing under the laws of each jurisdiction where it operates the Business.

4.2. Authority and Validity. Seller has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and all other documents and instruments to be executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents") to which Seller is a party. The execution and delivery by Seller of, the performance by Seller of its obligations under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party have been, or will by the Closing Date be, duly authorized by all requisite entity action. This Agreement is, and when executed and delivered by Seller the Transaction Documents will be, duly and validly executed and delivered by Seller and the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except insofar as enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

4.3. No Conflict; Required Consents. Subject to obtaining the Required Consents, all of which are disclosed on Schedule 4.3, and the receipt of any consent required or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Seller, the performance of Seller under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party do not and will not: (a) violate any provision of the organizational documents of Seller; (b) violate any Legal Requirement in any material respect; (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person; or (d) (i) violate, conflict with or constitute a breach of or default under (without regard to requirements of notice, lapse of time, or elections of any Person, or combination thereof), (ii) permit or result in the termination, suspension or modification of, (iii) result in the acceleration of (or give any Person the right to accelerate) the performance of Seller under, or (iv) result in the creation or imposition of any Encumbrance under, any Contract disclosed on Schedule 4.6 or any other instrument evidencing any of the Assets (other than Contracts), or any instrument or other agreement(other than Contracts) by which Seller or any of the Assets (other than Contracts) is bound or affected.

4.4. Assets. Seller has good title to (or, in the case of Assets that are leased, valid leasehold interests in) the Assets (other than Real Property, as to which the representations and warranties in Section 4.7 apply). The Assets are free and clear of all Encumbrances, except (a) Permitted Encumbrances and (b) Encumbrances disclosed on Schedule 4.4, all of which will be terminated, released or waived, as appropriate, at or prior to the Closing. Except for the Excluded Assets, the Assets are all the assets necessary to permit Buyer to conduct the Business and to operate the Systems substantially as the Business is being conducted and the Systems are being operated on

the date of this Agreement and in compliance in all material respects with all Legal Requirements, Franchises, Licenses and Contracts. Except as disclosed on Schedule 4.4, all of the Equipment is in good operating condition and repair, ordinary wear and tear excepted.

4.5. Franchises and Licenses. Except as disclosed on Schedule 4.5, Seller is not bound or affected by any (a) Franchise in connection with the operation of the Business or (b) license, authorization or permit issued by the FCC or other Governmental Permit that, in each case, relates to the Systems or the operation of the Business. Except as disclosed on Schedule 4.5, the Franchises, Licenses and other Governmental Permits are currently in full force and effect and Seller is not and, to Seller's Knowledge, no other party thereto is, in material breach or default of any terms or conditions thereunder. Seller has delivered to Buyer true and complete copies of the Franchises. Except as disclosed on Schedule 4.5, there is no legal action, governmental proceeding or investigation, pending or, to Seller's Knowledge, threatened, to terminate, suspend or modify any Franchise, License or other Governmental Permit. As of the date of this Agreement, except as disclosed on Schedule 4.5, to Seller's Knowledge, (i) no construction programs have been undertaken or are proposed to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any Service Area; (ii) no cable television franchise has been issued to any Person other than Seller in any Service Area; and (iii) no cable television franchise or other application or request of any Person for a cable television franchise is pending or proposed which relates to any Service Area.

4.6. Contracts. All Contracts are disclosed on Schedule 4.6, except for: (a) subscription agreements with individual residential subscribers or commercial establishments for the cable services provided by the Systems in the ordinary course of business; (b) miscellaneous service Contracts terminable at will or upon notice of 90 days or less without penalty; (c) Contracts not involving any material monetary or non-monetary obligation; (d) bank financing documents; (e) Contracts constituting Excluded Assets; and (f) Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes or to commercial accounts. Seller has delivered to Buyer true and complete copies of each of the written Contracts disclosed on Schedule 4.6. As soon as reasonably practicable, but in no event more than 60 days after the date of this Agreement, Seller will provide to Buyer a complete list of all multiple dwelling unit complexes served by the Systems as of the date specified in such list, including with respect to each such complex, to the extent readily available in the Books and Records of Seller, the number of units served, the rate charged (if bulk billed) and the expiration date of the agreement. Except as set forth in Schedule 4.6, (i) each Contract listed on Schedule 4.6, and each Contract relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, is in full force and effect and constitutes the valid, legal, binding and enforceable obligation of Seller, and (ii) Seller is not, and to Seller's Knowledge no other party thereto is, in breach or default of any material terms or conditions thereunder.

4.7. Real Property.

4.7.1. All of the Assets consisting of Real Property interests are disclosed and described on Schedule 4.7. Except as otherwise disclosed on Schedule 4.7, Seller holds, or at the time of the Closing will hold, fee simple title to the Real Property disclosed as being owned by Seller on Schedule 4.7 and the valid and enforceable right to use and possess such Real Property, subject only to the Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. All improvements on Real Property that is owned by Seller are in good repair and suitable for the purposes for which they are currently used, ordinary wear and tear excepted. Except as otherwise disclosed on Schedule 4.7, Seller has valid and enforceable leasehold interests in Real Property disclosed as being leased by Seller on Schedule 4.7 and, with respect to other material Real Property not owned or leased by Seller, Seller has the valid and enforceable right to use all such other Real Property pursuant to the easements, licenses, rights-of-way or other rights disclosed on Schedule 4.7, in each case as currently being used by Seller in the operation of the Business, subject only to Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. Except as otherwise disclosed on Schedule 4.7, with respect to leasehold interests in Real Property, each lease is in full force and effect and Seller is not, and to Seller's Knowledge no other party thereto is, in material breach or default of any terms or conditions of any written instrument or other written agreement relating thereto.

4.7.2. There are no material leases or other agreements, oral or written, granting to any Person other than Seller the right to occupy or use any Real Property, except as disclosed on Schedule 4.7. Each parcel of Real Property, any improvements constructed on any owned or leased Real Property and their current use, conforms in all material respects to (a) all applicable Legal Requirements, and (b) all restrictive covenants, if any, or other Encumbrances affecting all or part of such Real Property.

4.7.3. Except as disclosed on Schedule 4.7, each parcel of owned Real Property and each parcel of leased Real Property (a) has access to and over public streets or private streets for which Seller has a valid right of ingress and egress, (b) conforms in its current use and occupancy in all material respects to all zoning requirements and (c) conforms in its current use in all material respects to all restrictive covenants, if any, or other Encumbrances affecting all or part of such parcel. There are no pending or, to Seller's Knowledge, threatened condemnation actions or special assessments or proceedings for changes in the zoning with respect to such Real Property or any part thereof and Seller has not received any notice of the desire of any Governmental Authority or other entity to take or use any Real Property or any part thereof. Seller has complied in all material respects with all notices or orders to correct violations of Legal Requirements issued by any Governmental Authority having jurisdiction against or affecting any of the Real Property.

4.8. Environmental Matters.

4.8.1. Except as disclosed on Schedule 4.8: (a) to the Knowledge of Seller, the Real Property currently complies in all material respects with applicable Environmental Laws; (b) neither the Real Property owned by Seller nor, to the Knowledge of Seller, the Real Property leased by Seller is the subject of any court order, administrative order, agreement or decree arising under any Environmental Law; and (c) the Real Property has not been used by Seller for the generation, storage, discharge or disposal of any Hazardous Substances except as permitted under applicable Environmental Laws. Except as disclosed on Schedule 4.8, Seller has not received any written notice from any Governmental Authority alleging that any parcel of the Real Property is in violation of any Environmental Law or has been placed on the National Priorities List, and no claim based on any applicable Environmental Law has been asserted to Seller in writing in the past or is currently pending or, to the Knowledge of Seller, threatened, with respect to any Real Property.

4.8.2. Seller has provided Buyer with complete and correct copies of (a) all studies, reports, surveys or other materials in Seller's possession relating to the presence or alleged presence of Hazardous Substances at, on or affecting the Real Property, (b) all notices or other materials in Seller's possession that were received from any Governmental Authority administering or enforcing any Environmental Laws relating to Seller's ownership, use or operation of the Real Property or activities at the Real Property and (c) all materials in Seller's possession relating to any litigation or claim by any Person concerning any Environmental Law.

4.9. Compliance with Legal Requirements. Except as disclosed on Schedule 4.9:

4.9.1. The ownership, leasing and use of the Assets as they are currently owned, leased and used, and the conduct of the Business as it is currently conducted, do not violate or infringe in any material respect any applicable Legal Requirements (other than Legal Requirements with respect to the regulation of rates charged to subscribers of the Systems, as to which the representations and warranties set forth in subsection 4.9.10 will exclusively apply).

4.9.2. A valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has been duly and timely filed with the proper Governmental Authority with respect to all Franchises that have expired prior to, or will expire within 30 months after, the date of this Agreement.

4.9.3. Seller has complied in all material respects, and the Business is in compliance in all material respects, with the specifications set forth in Part 76, Subpart K of the rules and regulations of the FCC.

4.9.4. Seller has made timely filings and has paid the proper copyright fees with respect to the Business under Section 111 of the Copyright Act of 1976, and the Systems qualifies for the compulsory license under such Section 111.

4.9.5. The carriage of all television station signals (other than satellite superstations) by the Systems are permitted by valid retransmission consent agreements or by must-carry elections by broadcasters.

4.9.6. The Systems and the Business are in compliance with the Subscriber Privacy Act set forth at Section 631 of the Communications Act (47 U.S.C. Section 551, et seq.).

4.9.7. The Systems are not subject to effective competition under the Communications Act.

4.9.8. No Governmental Authority has notified Seller of its application to be certified to regulate rates with respect to the Systems as provided in 47 C.F.R. Section 76.910.

4.9.9. No Governmental Authority has notified Seller that it has been certified and has adopted regulations required to commence regulation with respect to any System as provided in 47 C.F.R. Section 76.910(c)(2).

4.9.10. The Systems are in compliance in all material respects with the FCC rules currently in effect implementing the cable television rate regulation provisions of the Communications Act.

4.9.11. To Seller's Knowledge, and except as set forth in the AT&T Late Fee Settlement, no reduction of rates or refunds to subscribers is required as of the date hereof.

4.9.12. Seller is in compliance in all material respects with its obligations under 47 C.F.R. Part 17 concerning the construction, marking and lighting of antenna structures used by Seller in connection with the operation of the Systems.

4.9.13. Seller has made timely filings required under applicable Legal Requirements to be made in connection with the Governmental Permits, including FCC Forms 320, 159 and 395, if applicable.

4.9.14. Where required, appropriate authorizations from the FCC have been obtained for the use of all aeronautical frequencies in use in the Systems (and Seller will provide to Buyer a schedule of such aeronautical frequencies in use in the Systems prior to the Closing), and the Systems are presently being operated in compliance with such authorizations, and all required certificates, permits and clearances, including from the FAA, with respect to towers, earth stations, business radio and frequencies utilized and carried by the Systems have been obtained.

4.10. Intellectual Property. Except for Excluded Assets and except as described on Schedule 4.10, Seller does not possess any Intellectual Property material to the operation of the Business, and Seller is not a party to any material license or royalty agreement with respect to any patent, trademark or copyright except for licenses respecting program material and obligations under the Copyright Act of 1976 applicable

to cable television systems generally and commercially available software. The Business and the Systems have been operated in such a manner so as not to violate or infringe in any material respect upon the rights of, or give rise to any rightful claim of any Person for copyright, trademark, service mark, patent, license, trade secret infringement or the like. Seller owns or possesses licenses or other rights to use all Intellectual Property necessary to the operation of the Business as presently conducted without any conflict with, or infringement of, the rights of others. Except as disclosed on Schedule 4.10, there is no claim pending or, to Seller's Knowledge, threatened with respect to any Intellectual Property.

4.11. Financial Statements. Seller has delivered to Buyer correct and complete copies of the unaudited balance sheets and unaudited statements of operations for the Systems and the Business as of and for the 12-month periods ended December 31, 1999 and December 31, 2000 (the "Financial Statements"). Seller has also delivered to Buyer correct and complete copies of capital expenditures summaries for the Systems and the Business for the 12-month periods ended December 31, 1999 and December 31, 2000. The Financial Statements fairly present, in all material respects, Seller's financial position and results of operations as of the dates and for the periods indicated, subject to normal year-end adjustments, allocations and accruals (none of which are deemed to be material to the operating cash flow of Seller as reflected in its statements of operations). The Financial Statements have been prepared in accordance with GAAP, except that they do not (a) reflect income taxes, (b) contain a statement of cash flows, (c) contain footnotes, or (d) fully reflect the allocation of AT&T Corp.'s purchase price to acquire Tele-Communications, Inc. for the 1999 period. Such purchase price allocations would primarily affect franchise costs, property and equipment, depreciation and amortization.

4.12. Absence of Certain Changes. Except as disclosed on Schedule 4.12, or as disclosed by or reserved against in the most recent balance sheet included in the Financial Statements, since December 31, 2000: (a) no event or circumstance has occurred which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or materially adversely affect any of the Systems; (b) Seller has operated the Business only in the ordinary course; and (c) there has been no sale, assignment or transfer of any material Assets, or any theft, damage, removal of property, destruction or casualty loss which might be expected to materially adversely affect the Business or the Systems, (d) there has been no waiver or release of any material right or claim of Seller against any third party, (e) there has been no amendment or termination of any Governmental Permit, and (f) there has been no agreement by Seller to take any of the actions described in the preceding clauses (a) through (e), except as contemplated by this Agreement.

4.13. Legal Proceedings. Except as disclosed on Schedule 4.13: (a) there is no claim, investigation or litigation pending or, to Seller's Knowledge, threatened, by or before any Governmental Authority or arbitration tribunal against Seller which, if adversely determined, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement; and (b) there is not in existence

any judgment or order requiring the Seller to take or to refrain from taking any action of any kind with respect to or otherwise affecting the Assets or the operation of the Business, or to which Seller, the Business, the System or the Assets are subject or by which they are bound or affected that, in either case, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement or the Transaction Documents. Seller is not in default or violation of, and no event or condition exists which, with notice or lapse of time or both, could become or result in a default under or a violation of, any judgment, award or order of any Governmental Authority or arbitration tribunal binding upon Seller.

4.14. Tax Returns; Other Reports. Seller has duly and timely filed all federal, state, local and foreign Tax returns and other Tax reports required to be filed by Seller, and has timely paid all Taxes which have become due and payable, whether or not so shown on any such return or report, the failure of which to be filed or paid could adversely affect or result in the imposition of an Encumbrance upon the Assets, except such amounts as are (a) being contested diligently and in good faith and for which an adequate reserve has been established, or (b) are not in the aggregate material. Seller has received no notice of, nor does Seller have any Knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing Governmental Authority which could affect or result in the imposition of an Encumbrance upon the Assets.

4.15. Employment Matters.

4.15.1. Seller has complied in all material respects with all applicable Legal Requirements relating to the employment of labor, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), continuation coverage requirements with respect to group health plans, and those relating to wages, hours, collective bargaining, unemployment insurance, worker's compensation, equal employment opportunity, age, sex, race and disability discrimination, immigration control and the payment and withholding of Taxes, and Seller is not liable for any arrearages of wages or any Taxes or any penalties for failure to comply with any of the foregoing for which Buyer will have any liability after the Closing.

4.15.2. For purposes of this Agreement, "Seller Plans" means each employee benefit plan (as defined in Section 3(3) of ERISA) or any multiemployer plan (as defined in Section 3(37) of ERISA) which is sponsored or maintained by Seller or its Affiliates or to which Seller contributes, and which benefits System Employees. The Seller Plans in which any System Employee participates are disclosed on Schedule 4.15. None of Seller, any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA), is in violation of any provision of ERISA or the Code for which Buyer will have any liability after the Closing Date. No material (i) "reportable event" described in Sections 4043(c)(1), (2), (3), (5), (6), (7), (10) and (13) of ERISA, (ii) non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code), (iii) "accumulated

funding deficiency" (as defined in Section 302 of ERISA) or (iv) "withdrawal liability" (as determined under Section 4201 et seq. of ERISA) has occurred or exists and is continuing with respect to any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller or any of its ERISA Affiliates, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA). After the Closing, none of Buyer and any of Buyer's ERISA Affiliates will be required, under ERISA, the Code, any collective bargaining agreement or this Agreement, to establish, maintain or continue any Seller Plan currently maintained by Seller or any of its ERISA Affiliates. "ERISA Affiliate" means, as to any Person, any trade or business, whether or not incorporated, which together with such Person would be deemed a single employer as determined under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended.

4.15.3. Except as disclosed on Schedule 4.15, as of the date of this Agreement, no collective bargaining agreements are applicable to any System Employee and Seller has no duty to bargain with any labor organization with respect to any System Employees. Except as disclosed on Schedule 4.15, as of the date of this Agreement, there are not pending, or to Seller's Knowledge, threatened, any labor disputes, unfair labor practice charges against Seller, any demand for recognition or any other request or demand from a labor organization for representative status with respect to any System Employee. Except as disclosed on Schedule 4.15, Seller has no employment agreements, either written or oral, with any System Employee.

4.16. System Information. With respect to each of the Systems, disclosed on Schedule 4.16 are (a) the approximate number of plant and fiber miles (aerial and underground) for the System, (b) the minimum bandwidth capability of the System, (c) the stations and signals carried by the System, (d) the channel position of each such signal and station (including a designation of which broadcast stations are distributed pursuant to a retransmission consent and which are distributed pursuant to a must-carry election), and (e) the approximate number of digital and @Home subscribers, analog Pay TV subscribers and Pay TV units, which information is true and correct in all material respects, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Also disclosed on Schedule 4.16 are the approximate number of homes passed by the System, and the approximate number of Equivalent Basic Subscribers of the System as of the applicable dates specified therein. Seller has delivered to Buyer information on the channel lineups and the monthly rates charged for each class of service for the Systems (including installation charges), which information is true, complete and correct, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Seller has implemented, or will implement in accordance with its operating budget and the schedule of rate increases provided to Buyer, any rate increases for calendar year 2001 set forth in its operating budget or such schedule. Disclosed on Schedule 4.16 is a list of all promotions and offers of discounts made by Seller in the 12 months prior to the date of this Agreement with respect to the Systems, which list is true, complete and correct in all material respects as of the date of this Agreement.

4.17. Finders and Brokers. Other than Daniels & Associates (whose fees will be paid by Seller), Seller has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Buyer could be liable.

4.18. Disclosure. Any item required to be disclosed on more than one Schedule to this Agreement will be deemed properly disclosed on all such Schedules if it is disclosed on any Schedule to this Agreement.

4.19. Accounts Receivable. The accounts receivable included in the Assets have not been assigned to or for the benefit of any other Person. Such accounts receivable arose and will arise from bona fide transactions in the ordinary course of business.

4.20. Inventory. Seller has, and at the Closing will have, and there will be maintained by the Systems and the Assets will include at Closing, an inventory of spare parts and other materials (including analog and digital converters and DOCSIS compliant cable modems) relating to the Systems of the type and nature and maintained at a level consistent with past practices in the ordinary course of business and otherwise in accordance with AT&T practices (which level will include any inventory maintained for the Systems, consistent with past practices, in regional warehouses or distribution centers located outside of the Service Area).

4.21. Books and Records. All Books and Records of Seller required to be maintained by applicable Legal Requirement are complete in all material respects.

5. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants to Seller, as of the date of this Agreement and as of the Closing, as follows:

5.1. Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite power and authority to carry on its business as currently conducted and to own, lease, use and operate its assets. Buyer is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the character of the properties owned, leased or operated by it or the nature of the activities conducted by it makes such qualification necessary, except any such jurisdiction where the failure to be so qualified and in good standing would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement.

5.2. Authority and Validity. Buyer has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and the Transaction Documents. The execution and delivery by Buyer of, the performance by Buyer of its obligations under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party have been duly authorized by

all requisite entity action. This Agreement is, and when executed and delivered by Buyer, the Transaction Documents will be, the valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except insofar as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

5.3. No Conflicts; Required Consents. Subject to the receipt of any consent or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Buyer, the performance of Buyer under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party do not and will not: (a) violate any provision of the organizational documents of Buyer; (b) violate any material Legal Requirement; or (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person.

5.4. Acknowledgment by Buyer. Buyer understands that the representations and warranties of the Seller contained in this Agreement will only survive the Closing as set forth in Section 10.1 and constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with the transaction contemplated hereby. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS OR LIABILITIES OF THE BUSINESS ARE SPECIFICALLY DISCLAIMED BY SELLER.

5.5. Finders and Brokers. Buyer has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Seller could be liable.

5.6. Legal Proceedings. There are no claims, actions, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened, by or before any Governmental Authority, or any arbitrator, by, against, affecting or relating to Buyer which, if adversely determined, would restrain or enjoin the consummation of the transactions contemplated by this Agreement or declare unlawful the transactions or events contemplated by this Agreement or cause any of such transactions to be rescinded.

6. ADDITIONAL COVENANTS.

6.1. Access to Premises and Records. Between the date of this Agreement and the Closing Date, upon reasonable advance notice from Buyer to Seller, Seller will give Buyer and its representatives reasonable access during normal business hours to all the premises and the Books and Records of the Business, to all the Assets, to the general managers of the Systems, and to other AT&T corporate personnel to the extent

reasonably necessary to effect a transition of the operations of the Systems to Buyer following the Closing, and will furnish to Buyer and its representatives all information regarding the Business, the Assets and, to the extent reasonably necessary to effect any transition with respect to any Excluded Assets, the Excluded Assets, as Buyer may from time to time reasonably request. All requests for access to AT&T corporate personnel will be made to Ms. Patty Conroy, at 303-858-3609.

6.2. Continuity and Maintenance of Operations; Financial Statements. Except as Buyer may otherwise consent in writing (which consent will not be withheld unreasonably), until the Closing:

6.2.1. Seller will conduct the Business and operate the Systems only in the ordinary course consistent in all material respects with past practices, and will use commercially reasonable efforts, to (a) preserve the Business intact, including preserving existing relationships with franchising authorities, suppliers, customers and others having business dealings with Seller relating to the Business and (b) keep available the services of the System Employees (but will be under no obligation to incur any costs in addition to what Seller is currently incurring to do so).

6.2.2. Without limiting the generality of the foregoing, Seller will (a) make capital expenditures in the ordinary course of business consistent with its 2001 capital budget (a complete and correct copy of which Seller has provided to Buyer), as modified as described on Schedule 6.2.2; (b) make the capital expenditures required with respect to the specific capital projects disclosed on Schedule 6.2.2; (c) make any capital expenditures required to comply with the commitments, if any, in the Franchise and Contracts; and (d) make other capital expenditures to the extent reasonably requested by Buyer, up to an aggregate of $12,500,000 and subject to reimbursement by Buyer pursuant to Section 3.2.5. In addition, Seller will deploy digital converter boxes and cable modems in a manner consistent with its past practices and with the practices generally applicable to cable systems owned and operated by AT&T, including with respect to the make and model of such converter boxes and modems.

6.2.3. Seller will maintain the Assets in good repair, order and condition (ordinary wear and tear excepted), will maintain in full force and effect, policies of insurance with respect to the Business in such amounts and covering such risks as customarily maintained by operators of cable television systems of similar size and geographic location as the Systems, and will maintain its books, records and accounts in the ordinary manner on a basis consistent with past practices. Seller will (a) only report and write off accounts receivable in accordance with past practice, (b) withhold and pay when due all Taxes relating to System Employees, the Assets or the System, (c) maintain service quality of the Systems at a level at least consistent with past practices, (d) file with the FCC all reports required to be filed under applicable FCC rules and regulations, and (e) comply in all material respects with all Legal Requirements with respect to the System.

6.2.4. Seller will not, except as disclosed on Schedule 6.2: (a) sell, transfer or assign any material portion of the Assets other than sales in the ordinary

course of business; (b) modify, renew, terminate, suspend or abrogate any Franchises, Licenses or material Contracts (other than those constituting Excluded Assets); (c) enter into any non-ordinary course Contract or commitment involving an expenditure in excess of $75,000, other than Contracts or commitments which are cancellable on 60 days' notice or less without penalty and other than as contemplated by this Agreement; (d) modify its procedures for disconnection and discontinuation of service to subscribers whose accounts are delinquent; (e) increase the compensation or change any benefits available to System Employees, except as required pursuant to existing written agreements or except in the ordinary course of business consistent with past practice or in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer); (f) create, assume or permit to exist any Encumbrance (other than Permitted Encumbrances) on any of the Assets, other than those Encumbrances existing on the date hereof or any Encumbrance which will be released at or prior to the Closing; (g) enter into any collective bargaining agreement covering the System Employees who are not now covered by a collective bargaining agreement (h) enter into any new bonus, stock option, profit sharing, compensation, pension, welfare, retirement, employment or similar agreement, except in the ordinary course of business consistent with past practices, in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer) or where required by any Legal Requirement; (i) decrease the rate charged for any level of Basic Service, Expanded Basic Service or any Pay TV, except to the extent required by any Legal Requirement; and (j) solicit any Person to subscribe to any services of the Business other than in the ordinary course of business and consistent with past practices, which shall include promotions or offers of discount of the type disclosed on Schedule 4.16; provided, however, that notwithstanding the foregoing, from and after the date of this Agreement, Seller shall not solicit any Person to subscribe to (or offer to any Person to retain such Person as a subscriber to) any services of the Business in any manner which, directly or indirectly, involves the compromise, write-off or release of any amount due for services previously rendered to such Person by Seller.

6.2.5. Seller will deliver to Buyer, within 20 days following the end of each month prior to the Closing Date, the following unaudited financial reports (by GL number) for the prior month: "New System P&L (expanded)" report, "Field P&L" report, a capital expenditure summary, and a summary installation and disconnect activity report to include Equivalent Basic Subscribers (calculated in a manner consistent with Schedule 4.16) digital subscribers and @Home subscribers, and such other financial reports that Seller regularly prepares in the ordinary course of business as Buyer may reasonably request. All financial reports so delivered will present fairly and accurately, in all material respects, the financial condition and results of operations of the Business for the period of such report and will be prepared in accordance with GAAP on a basis consistent with the Financial Statements except as otherwise noted therein. Further, Seller will deliver to Buyer CSG reports CPRM-006 and CPSM-318 with respect to the Systems for January and March 2001 within 30 days following the end of each such month, and for May 2001, as soon as available, but in no event less than 15 days prior to the anticipated Closing Date.

6.3. Employee Matters. Buyer may, but shall have no obligation to, employ or offer employment to any of the System Employees. All employment-related matters relating to System Employees arising from and after the date of this Agreement will be handled in such manner as Buyer and Seller agree.

6.4. Leased Vehicles and Other Capital Leases. Seller will pay the remaining balances on any leases for vehicles or capital leases included in the Equipment and will deliver title to such vehicles and other Equipment free and clear of all Encumbrances (other than Permitted Encumbrances) to Buyer at the Closing.

6.5. Consents.

6.5.1. Prior to the Closing, Seller will use commercially reasonable efforts to obtain in writing, as promptly as possible and at its expense, all the Required Consents, in form and substance reasonably satisfactory to Buyer and will deliver to Buyer copies of such Required Consents promptly after they are obtained by Seller. Buyer will cooperate with Seller to obtain all Required Consents, but Buyer will not be required to accept or agree or accede to any modifications or amendments to, or changes in, or the imposition of any condition to the transfer to Buyer of any Contract, Franchise, License or other Governmental Permit that are not reasonably acceptable to Buyer. Notwithstanding the foregoing, Buyer will comply with the reasonable requests of Seller and, to the extent required, negotiate in good faith with any Third Party, as necessary for Seller to assign to Buyer in part the rights and obligations under any master Contract disclosed on Schedule 4.6.

6.5.2. Notwithstanding the provisions of Section 6.5.1, Seller will not have any further obligation to obtain Required Consents: (a) with respect to Contracts relating to pole attachments where the licensing party will not, after Seller's exercise of commercially reasonable efforts, consent to an assignment of such Contract but requires that Buyer enter into a new agreement with such licensing authority, in which case Buyer will use its commercially reasonable efforts to enter into such agreement prior to the Closing or as soon as practicable thereafter and Seller will cooperate with and assist Buyer in obtaining such agreements; (b) for any business radio license which Seller reasonably expects can be obtained within 120 days after the Closing and so long as a temporary authorization is available to Buyer under FCC rules with respect thereto and Seller has reasonably cooperated in the filing of assignment applications prior to the Closing; and (c) with respect to leased Real Property, if Seller obtains and makes operational prior to the Closing substitute leased Real Property that is reasonably satisfactory to Buyer.

6.5.3. Buyer and Seller will mutually agree upon their respective obligations with respect to, and ultimate disposition of, any Retained Franchise.

6.5.4. Subject to receiving information necessary from Buyer, Seller will execute and use commercially reasonable efforts to deliver all required FCC Forms 394 to the appropriate Governmental Authorities on or before February 28, 2001.

6.6. Title Commitments and Surveys. After the execution of this Agreement, Buyer may obtain, at its sole expense, (a) commitments for owner's title insurance policies (and if Buyer decides to do so, title insurance) on some or all Real Property owned by Seller and on easements which provide access to each such parcel of Real Property, and (b) an ALTA survey on each parcel of Real Property for which a commitment for a title insurance policy is to be obtained. Seller will provide reasonable assistance in connection with Buyer obtaining such commitments (and title insurance) and surveys, as Buyer may request from time to time (including delivering such affidavits and other documents that the title company or Buyer may reasonable request in order to cause the title company to issue title insurance in favor of Buyer). Without limiting the foregoing, Seller will as soon as practicable after the execution of this Agreement deliver to Buyer such information as shall be reasonably necessary to permit Buyer to order commitments for title insurance on Real Property owned by Seller and Buyer will promptly after receipt of such information order such commitments. If Buyer notifies Seller in writing that the commitment or survey discloses a defect in title that constitutes a breach, or any facts which could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.7, then Seller will promptly commence further investigation and use commercially reasonable efforts to, at its expense, cure the defect prior to the Closing. If Seller, having used such commercially reasonable efforts, is unable to cure the defect prior to the Closing and the Closing occurs, then (i) Buyer and Seller may enter into a written agreement at the Closing mutually acceptable to both parties with respect to Seller's obligation to cure such defect after the Closing, and (ii) any claim for indemnification that Buyer may have with respect to the defect may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.7. HSR Notification. As soon as practicable after the execution of this Agreement, but in any event no later than 30 days after such execution, Seller and Buyer will each complete and file, or cause to be completed and filed, any notification and report required to be filed under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); and each such filing will request early termination of the waiting period imposed by the HSR Act. Each party will bear its own costs incurred with respect to such filings. The parties will use their commercially reasonable efforts to respond as promptly as reasonably practicable to any inquiries received from the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice (the "Antitrust Division") for additional information or documentation and to respond as promptly as reasonably practicable to all inquiries and requests received from any other Governmental Authority in connection with antitrust matters. The parties will use their respective commercially reasonable efforts to overcome any objections which may be raised by the FTC, the Antitrust Division or any other Governmental Authority having jurisdiction over antitrust matters. Notwithstanding the foregoing, neither Buyer nor Seller will be required to make any significant change in the operations or activities of their respective business (or any material assets employed therein) or that of any of their respective Affiliates, if such party determines in good faith that such change would be materially adverse to the operations or activities of such business (or any material assets employed therein), provided such business has significant assets, net worth, or revenue. Each of Buyer and

Seller will coordinate with the other with respect to its filings and will cooperate to prevent inconsistencies between their respective filings and will furnish to each other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions under the HSR Act.

6.8. Notification of Certain Matters. Seller will promptly notify Buyer of any fact, circumstance, event or action by it or otherwise (a) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement or (b) the existence, occurrence or taking of which would result in any of Seller's representations and warranties in this Agreement or any Transaction Document not being true, complete and correct in all material respects when made or at the Closing. Seller will further notify Buyer of (i) any construction programs that Seller becomes aware are undertaken, or proposed or threatened to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any franchise area served by the System and (ii) any cable television franchise or other application or request of any Person for a cable television franchise that Seller becomes aware has been submitted or threatened or proposed which relates to any Service Area.

6.9. Risk of Loss; Condemnation.

6.9.1. Seller will bear the risk of any loss or damage to the Assets resulting from fire, theft or other casualty (except reasonable wear and tear) at all times prior to the Closing. If any such loss or damage is so substantial as to prevent normal operation of any material portion of the Systems or the replacement or restoration of the lost or damaged property within 45 days after the occurrence of the event resulting in such loss or damage, Seller will immediately notify Buyer of that fact and Buyer, at any time within 10 days after receipt of such notice, may elect by written notice to Seller either (a) to waive such defect and proceed toward consummation of the transactions contemplated by this Agreement in accordance with terms of this Agreement or (b) terminate this Agreement. If Buyer elects so to terminate this Agreement, Buyer and Seller will be discharged of any and all obligations hereunder. If Buyer elects to consummate the transactions contemplated by this Agreement notwithstanding such loss or damage and does so, there will be no adjustment in the consideration payable to Seller on account of such loss or damage (other than the amount of any insurance deductible), but all insurance proceeds payable as a result of the occurrence of the event resulting in such loss or damage will be delivered by Seller to Buyer, or the rights to such proceeds will be assigned by Seller to Buyer if not yet paid over to Seller.

6.9.2. If, prior to the Closing, all or any portion of the Assets are taken or condemned as a result of the exercise of the power of eminent domain (which shall not be deemed to include the exercise of any right of first refusal in any Franchise), or if a Governmental Authority having such power seeks to condemn a portion of the Assets by proper statutory process (such event being called, a "Taking"), then Seller will promptly so notify Buyer and Buyer may, by giving notice to Seller within 10 days of receiving notice of the Taking, elect, in the name of Seller, to

negotiate for, claim, contest and receive all damages with respect to the Taking. If Buyer so elects, (a) Seller will be relieved of its obligation to convey to Buyer the Assets or interests that are the subject of the Taking, (b) at the Closing, Seller will assign to Buyer all of the Seller's rights (including the right to receive payment of damages) with respect to the Taking and will pay to Buyer all damages previously received by Seller with respect to the Taking, and (c) following the Closing, Seller will give the Buyer such further assurances of such rights and assignment with respect to the Taking as may from time to time reasonably request. If the portion of the Assets subject to such Taking is material to the operation of the Business or the Systems, taken as a whole, Buyer may elect to terminate this Agreement with no liability to Seller.

6.10. Transfer Taxes. Any state or local sales, use, transfer, or documentary transfer Taxes or fees or any other charge imposed by any Governmental Authority (other than any of Seller's income, franchise, gross receipts, corporation, excess profits, rental, devolution, or payroll tax by whatsoever authority imposed or howsoever designated) arising from or payable by reason of the transfer of the Assets contemplated by this Agreement will be shared equally by Buyer and Seller.

6.11. Updated Schedules. Not less than 10 Business Days prior to the projected Closing Date, Seller will deliver to Buyer revised copies of each of the Schedules, except for Schedules 4.15 and 4.16, in each case updated and marked to show any changes occurring between the date of this Agreement and the date of delivery; provided, however, that for purposes of Seller's representations and warranties and covenants in this Agreement, all references to the Schedules will mean the version of the Schedules attached to this Agreement on the date of signing, and provided, further, that if the effect of any such updates to Schedules is to disclose any one or more additional properties, privileges, rights, interests or claims not included on the Schedules as of the date of this Agreement, Buyer will have the right (to be exercised by written notice to Seller at or before the Closing) to cause any one or more of such items to be designated as and deemed to constitute Excluded Assets for all purposes under this Agreement unless such items are Contracts that were not required to be scheduled or that were entered into after the date of this Agreement in accordance with the terms of this Agreement.

6.12. Use of Seller's Name. Seller and its Affiliates will retain all rights with respect to the names "AT&T," "Tele-Communications, Inc." and "TCI" or any and all derivations thereof after the Closing. Buyer will remove or delete such names or any and all derivations thereof from the Business and Assets as soon as reasonably practicable, but in any event by the 120th day following the Closing. Notwithstanding the foregoing, nothing in this Section 6.12 will require Buyer to remove or discontinue using any such name or mark that is affixed to converters or other items in consumer homes or properties on the Closing Date, or as are used in a similar fashion which makes such removal or discontinuation impracticable, provided that Buyer makes a reasonable effort to request and provides necessary materials to enable subscribers to cover or remove names and marks affixed to such converters and other items.

6.13. Transitional Billing Services. Seller will provide to Buyer, upon request, access to and the right to use its billing system computers, software and related fixed assets ("Transitional Billing Services") in connection with the System for a period of up to 180 days following the Closing to allow for conversion of existing billing arrangements. Buyer will notify Seller at least 30 days prior to the Closing as to whether it desires Transitional Billing Services from Seller. Buyer will reimburse Seller for all direct expenses incurred by Seller in providing the Transitional Billing Services.

6.14. Transition of High Speed Data Services; Other Transitional Matters. Seller and Buyer will cooperate in good faith to establish a mutually agreeable plan to allow for the conversion of high speed data customers from Seller to Buyer. Seller will take such action as Buyer reasonably requests with respect to such conversion, and Buyer will reimburse Seller for all direct expenses incurred by Seller in complying with such requests. Between the date of this Agreement and the Closing, Seller and Buyer will further cooperate in good faith with respect to such other matters as necessary to provide for the orderly transition of the Business from Seller to Buyer at the Closing.

6.15. Certain Notices. Seller will duly and timely file a valid request to invoke the formal renewal provisions of Section 626(a) of the Communications Act with the appropriate Governmental Authority with respect to all Franchises of the Business that will expire within 35 months after any date between the date of this Agreement and the Closing Date.

6.16. Satisfaction of Conditions. Each party will use commercially reasonable efforts to satisfy, or to cause to be satisfied, the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement, as set forth in Section 7, as soon as practicable and in order to permit the Closing to occur on or prior to the Target Closing Date.

6.17. Bulk Transfers. Buyer and Seller each waive compliance by the other with Legal Requirements relating to bulk transfers that may be applicable to the transactions contemplated hereby.

6.18. Programming Matters.

6.18.1. Buyer will execute and deliver to Seller such documents as may be reasonably requested by Seller to comply with the requirements of its programming Contracts and channel line-up requirements with respect to divestitures of cable television systems (other than agreements to assume such programming Contracts or make any payments or commitments or assume any obligations thereunder). Seller will execute and deliver such documents as may be reasonably requested by Buyer to comply with the requirements of its programming Contracts and channel line-up requirements with respect to acquisitions of cable television systems. Neither party will be required to make any payments to the other's programmers in the fulfillment of its obligations under this Section 6.18.

6.18.2. Seller will reasonably cooperate with Buyer, at Buyer's request, in connection with Buyer's efforts to (a) negotiate with programming providers with respect to on-going support provided by such programmers for programming services carried by the Systems, and (b) obtain carriage agreements with respect to digital programming services provided by the Systems that Buyer intends to continue to offer after the Closing.

6.19. Cooperation as to Rates and Fees.

6.19.1. After the Closing, notwithstanding the terms of Section 10.4, Buyer will have the right at its own expense to assume control of the defense of any rate proceeding with respect to the Systems that remains pending as of the Closing or that arises after the Closing but relates to the pre-Closing operation of the Systems; provided that Seller may complete the pending AT&T Late Fee Settlement and the defense of such litigation as it relates to the Systems will not be turned over to Buyer. Buyer will promptly notify Seller regarding the commencement of any such rate proceeding relating to the pre-Closing operation of the Systems. In any such rate proceeding involving the Systems, Seller will cooperate in such proceeding and promptly deliver to Buyer all information reasonably requested by Buyer as necessary or helpful in such proceeding.

(a) If Buyer elects to assume control of the defense of any such rate proceeding, then (i) Seller will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) Buyer will have the right to settle any rate proceeding relating to the pre-Closing operation of the Systems unless under such settlement Seller would be required to bear liability with respect to the pre-Closing time period, in which event such settlement will require Seller's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

(b) If Buyer does not elect to assume control of the defense of any such rate proceeding, then (i) Buyer will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) without the prior consent of Buyer (which will not be unreasonably withheld, conditioned or delayed), Seller will not settle such rate proceeding if such settlement would require Buyer to bear any liability or would adversely affect the rates to be charged by Buyer. In any such rate proceeding involving the Systems, Buyer will cooperate in such proceeding and promptly deliver to Seller all information in its possession that is reasonably requested by Seller as necessary or helpful in such proceeding.

6.19.2. If Seller is required, following the Closing, pursuant to any Legal Requirement, settlement or otherwise, including the AT&T Late Fee Settlement, to reimburse or provide in-kind or another form of consideration to any subscribers of the Systems in respect of any subscriber payments previously made by them, including fees for cable television service, late fees and similar payments, Buyer agrees that it will make such reimbursement or provide such in-kind or other form of consideration

through Buyer's billing system on terms specified by Seller, and Seller will reimburse Buyer for all such payments and other consideration made by Buyer following the Closing and for Buyer's reasonable out-of-pocket expenses incurred in connection therewith. Such reimbursement will be reflected in the Final Adjustments Report, to the extent then known. For expenses incurred after completion of the Final Adjustments Report, Seller will reimburse Buyer within 60 days after receipt of a statement therefor. Buyer will provide Seller with all information in Buyer's possession that is reasonably required by Seller in connection with such reimbursement.

6.20. Cooperation on Pending Litigation. With respect to any defense or prosecution of any litigation or legal proceeding with respect to the Systems that relates to the period prior to the Closing Time and for which Seller and its Affiliates are responsible pursuant to this Agreement, Buyer will cooperate with and assist Seller and its Affiliates, upon reasonable request, by making witnesses available and providing all information in its possession (including, upon reasonable advance notice, access to employees with information regarding such proceedings and access to books and records that may relate to the proceedings, in each case without interfering in any material respect with the conduct of Buyer's business) that Seller and its Affiliates may reasonably require in connection with such litigation or legal proceedings or in response to any complaint, claim, inquiry, order or requirements of any Governmental Authority or other Third Party.

6.21. Confidentiality.

6.21.1. Neither Buyer nor Seller will, nor will it permit any of its Affiliates to, issue any press release or make any other public announcement or any oral or written statements to Seller's employees concerning this Agreement or the transactions contemplated hereby except as required by applicable Legal Requirements, without the prior written consent of the other party. Each party will hold, and will cause its employees, consultants, advisors and agents to hold, the terms of this Agreement in confidence; provided that (a) such party may use and disclose such information once it has become publicly disclosed (other than by such party in breach of its obligations under this Section) or which rightfully has come into the possession of such party (other than from the other party) and (b) to the extent that such party may be compelled by Legal Requirements to disclose any of such information, but the party proposing to disclose such information will first notify and consult with the other party concerning the proposed disclosure, to the extent reasonably feasible. Each party also may disclose such information to employees, consultants, advisors, agents and actual or potential lenders or investors whose knowledge is necessary to facilitate the consummation of the transactions contemplated by this Agreement. The obligation by either party to hold information in confidence pursuant to this Section will be satisfied if such party exercises the same care with respect to such information as it would exercise to preserve the confidentiality of its own similar information.

6.21.2. All information concerning the Business or Assets obtained by Buyer or its Affiliates pursuant to or in connection with negotiation of this Agreement will be used by Buyer and its Affiliates solely for purposes related to this Agreement

and, in the case of nonpublic information, will, except as may be required for the performance of this Agreement or by Legal Requirement, be kept in strict confidence by Buyer and its Affiliates in accordance with the terms of the letter agreement dated October 24, 2000, which letter agreement is hereby incorporated in this Agreement by reference. Any breach of such letter agreement will be deemed a material breach of this Agreement.

6.22. Lien Searches. Promptly after the Effective Date, Seller will provide to Buyer copies of Requests for Information or Copies (Form UCC-11) (or a similar search report acceptable to Buyer) (each, a "Lien Search") listing all judgments and tax liens, and all effective financing statements with respect to any of the Assets, which name as debtor either Seller, any of its Affiliates which operate cable television businesses in each Service Area for which the respective Lien Search is made, AT&T Broadband, LLC, or Tele-Communications, Inc.. Seller will exercise commercially reasonable efforts to remove Encumbrances (other than a Permitted Encumbrance or an Encumbrance which will be terminated or released at or prior to the Closing) prior to the Closing. If such Encumbrance cannot be removed prior to the Closing and if Buyer elects to waive such Encumbrance and proceed towards consummation of the transaction in accordance with this Agreement (such election to proceed to be exercised by Buyer in its reasonable discretion), Buyer and Seller will enter into a written agreement at the Closing containing the commitment of Seller to use commercially reasonable efforts to remove the Encumbrance following the Closing on terms satisfactory to Buyer in its reasonable discretion or such other agreement mutually acceptable to the parties.

6.23. No Solicitation. Between the date of this Agreement and the Closing Date, Seller will not, and will cause its respective shareholders, 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 Systems or the Business, engage in any negotiations concerning, or provide to any other Person any information or data relating to the Systems, the 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 directly or indirectly of all or substantially all of the Assets, the Systems or the Business.

6.24. Systems' Financial Statements. Seller will use commercially reasonable efforts to deliver to Buyer (a) audited consolidated financial statements for the Business for the years ended December 31, 1998, 1999 and 2000, not later than April 17, 2001, and (b) unaudited consolidated financial statements for the three months ended March 31, 2001, not later than May 1, 2001, all in a form conforming to SEC rules. All accounting costs and fees incurred by reason of the preparation of such financial statements will be borne by Buyer. Seller hereby consents to (i) the inclusion by Buyer of the Systems' financial statements, if required to be so included by Buyer, in any report required to be filed by Buyer with the Securities and Exchange Commission ("SEC"), National Association of Securities Dealers' Automated Quotations

("NASDAQ") System or any stock exchange pursuant to applicable law, rule or regulation, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and (ii) the disclosure by Buyer of the Systems' financial statements to Buyer's public and private debt and equity financing sources. Seller will request, and use commercially reasonable efforts at no out-of-pocket cost to Seller to obtain, the consent of the independent public accountants of Seller to the inclusion of the Systems' financial statements in any report required to be filed by Buyer with the SEC, NASDAQ System or stock exchange.

6.25. Environmental Assessments.

6.25.1. Buyer may, at its sole expense, commission a qualified engineering firm to conduct an assessment in accordance with ASTM Standard E1527-00, and including an evaluation for asbestos and asbestos containing materials, with respect to any or all owned parcels of Real Property. If Buyer notifies Seller in writing as soon as is reasonably practicable after the date Buyer receives the assessment with respect to a parcel of owned Real Property that the assessment discloses an environmental condition that (a) constitutes a breach, or could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.8 or (b) could reasonably be expected to impair the use or value of such Real Property for the continued operations of the Business or subject Buyer to any Losses if Buyer consummates this Agreement, then Seller shall promptly commence further investigation and use commercially reasonable efforts at its expense to cure the condition prior to the Closing, provided that Seller shall have no obligation to spend more than $25,000,000 (the "Maximum Remediation Amount") in the aggregate in its attempt to cure all such conditions. If Seller exercises its right not to cure such conditions because the aggregate cost would exceed the Maximum Remediation Amount, Buyer may (a) terminate this Agreement with no cost or obligation on the part of Buyer, or (b) waive the obligation to cure, in which event Buyer will receive a credit at the Closing in the amount, if any, by which the Maximum Remediation Amount exceeds the aggregate amount paid by Seller to third parties in connection with curing such conditions, and Buyer will assume all liabilities and obligations in connection with such conditions. If the foregoing is inapplicable because (i) the aggregate amount to cure all conditions does not exceed the Maximum Remediation Amount or (ii) Seller does not exercise its right not to cure conditions that exceed the Maximum Remediation Amount, and Seller having used commercially reasonable efforts is unable to cure all conditions prior to the Closing, then (A) Seller shall remain obligated to cure as promptly as reasonably practicable after the Closing all such remaining conditions, and (B) Buyer may seek indemnification with respect to any breach of this post-Closing obligation and such claim for indemnification may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.25.2. In the event this Agreement is terminated or fails to close in accordance with its terms, Buyer agrees to repair any damage or disturbance it causes to the Real Property in the course of such investigative activities by returning such Real Property to approximately the same condition as existed prior to such investigative activities. Buyer will indemnify, defend and hold Seller free and harmless from and

against any and all Losses of any type arising directly out of any act or omission of Buyer or any of Buyer's representatives on or about the Real Property in the course of such investigative activities.

6.25.3. All information collected and generated as a result of the environmental due diligence authorized by Section 6.25.1 will be subject to the terms and conditions of Section 6.21 of this Agreement. Buyer will provide to Seller copies of all reports, assessments and other information composed or compiled by Buyer's environmental consultants within five Business Days after Buyer's receipt of copies thereof.

6.26. Marketing Efforts. Seller will continue to market digital video services and the cable modem services provided through @Home in the ordinary course of business consistent with past practices.

6.27. Expired Leases. Seller will exercise commercially reasonable efforts prior to the Closing to obtain written renewals or extensions for at least one year following the Closing of all leases of Real Property that will have expired prior to the Closing.

6.28. System Telephone Services. Prior to the Closing, Buyer will select a vendor for the provision, and arrange for the transition, of all telephony services (e.g., long distance, data circuits, and 800 number) used in connection with the operation of the Systems. If Buyer fails to effect the transition of telephony services to its selected vendor as of the Closing Date, then Buyer will reimburse Seller for all direct charges incurred by Seller after the Closing with respect to telephony services used in connection with the operation of the Systems or in the conduct of the Business.

7. CONDITIONS TO CLOSING.

7.1. Conditions to the Obligations of Buyer and Seller. The obligations of each party to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following, which may be waived by the parties to the extent not prohibited by applicable Legal Requirements:

7.1.1. HSR Act Filings. All filings required under the HSR Act have been made and the applicable waiting period has expired or been earlier terminated without the receipt of a formal complaint or objection by the Antitrust Division or the FTC.

7.1.2. Absence of Legal Proceedings. No suit, action or proceeding is pending or threatened by any Person, no judgment has been entered and not vacated by any Governmental Authority and no Legal Requirement has been enacted, promulgated or issued or become or deemed applicable to any of the transactions contemplated by this Agreement by any Governmental Authority, which prevents or makes illegal, or is reasonably likely to prevent or make illegal, the purchase and sale of the Assets contemplated by this Agreement. No party will assert that this condition has not been satisfied by reason of any suit, action or proceeding pending or threatened

against Seller by any Governmental Authority with respect to a Franchise or the proposed assignment thereof, provided that the conditions set forth in Section 7.2.4 and 7.3.4 have been satisfied or waived.

7.2. Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions, which may be waived by Buyer to the extent not prohibited by applicable Legal Requirements:

7.2.1. Accuracy of Representations and Warranties. The representations and warranties of Seller in this Agreement, are true in all respects without giving effect to any qualifications related to materiality or Knowledge, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except for any representation or warranty which is made as of a specified date, which representation or warranty will be so true and correct as of such specified date; provided, this condition will be deemed satisfied if all such untrue or incorrect representations and warranties in the aggregate, do not have a Material Adverse Effect.

7.2.2. Performance of Agreements. Seller in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Seller at or prior to the Closing.

7.2.3. Deliveries. Seller shall have delivered the items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.2.

7.2.4. Required Consents.

(a) As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises (as defined in Schedule 7.2.4) shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

(b) Except as otherwise provided in Section 6.5.2, Buyer shall have received all of the Required Consents marked with an asterisk on Schedule 4.3 (other than Required Consents with respect to Franchises, as to which subsection (a) above shall apply).

7.2.5. Subscribers. The number of Equivalent Basic Subscribers served by the Systems (including those served under Retained Franchises) is not less than 85% of the Subscriber Threshold.

7.2.6. Material Adverse Effect. During the period from the date of this Agreement through and including the Closing Date, there shall not have occurred

and be continuing any event or events having, individually or in the aggregate, a Material Adverse Effect.

7.2.7. Franchise Extensions. Seller shall have obtained for each Franchise for which a valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has not been timely filed with the appropriate Governmental Authority either (a) a renewal or extension of such Franchise for a period expiring no earlier than three years after the Closing Date, or (b) a written confirmation from the appropriate Governmental Authority that the procedure established by Section 626(a) of the Communications Act nonetheless will apply to the renewal of such Franchise.

7.2.8. Lease Extensions. Seller shall have obtained extensions of at least one year with respect to the expired Real Property leases designated with an asterisk on Schedule 4.7.

7.2.9. Other. Such other conditions as Buyer and Seller may agree.

7.3. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or before the Closing, of the following, which may be waived by Seller, to the extent not prohibited by applicable Legal Requirements:

7.3.1. Accuracy of Representations and Warranties. The representations and warranties of Buyer in this Agreement and in any Transaction Document, if specifically qualified by materiality, are true in all respects and, if not so qualified, are true in all material respects, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except where the failure to be so true would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to perform its obligations hereunder.

7.3.2. Performance of Agreements. Buyer in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Buyer at or prior to the Closing.

7.3.3. Deliveries. Buyer shall have delivered the payment, items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.3.

7.3.4. Required Consents. As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

7.3.5. Contemporaneous or Prior Closings. If the closing of the transactions contemplated by the Asset Purchase Agreement, of even date herewith, among certain Affiliates of AT&T and Buyer and relating to certain cable television systems operating in central Missouri shall have been consummated prior to the Closing, then the closing of the transactions contemplated by the Asset Purchase Agreements, of even date herewith, among certain Affiliates of AT&T and Buyer and relating to certain cable television systems operating in (a) southern Illinois, on the one hand, and (b) central Georgia, on the other hand, shall have been consummated prior to or contemporaneously with the Closing.

8. CLOSING.

8.1. Date, Time and Place of the Closing.

8.1.1. The Closing will be held on a date mutually selected by Buyer and Seller which is no less than five nor more than 10 Business Days following the date all conditions to the Closing contained in this Agreement (other than those based on acts to be performed at the Closing) have been satisfied or waived; provided, however, that (a) either party may postpone the Closing Date until the last day of the month in which all such conditions are satisfied or waived; (b) if all such conditions are satisfied or waived such that the Closing could occur prior to the Target Closing Date, either party may postpone the Closing Date to a date not later than the Target Closing Date; (c) Buyer may (i) postpone the Closing through the later of (A) August 31, 2001 and (B) the date which is 60 days after all conditions to the Closing contained in this Agreement have been satisfied or waived, if there shall have occurred a Financial MAC, (ii) postpone the Closing to a date not later than 75 days after receipt of the audited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before April 17, 2001, and (iii) postpone the Closing to a date not later than 60 days after receipt of the unaudited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before May 1, 2001.

8.1.2. The Closing will be held at 9:00 a.m., local time, at Buyer's counsel's office located at 1221 Avenue of the Americas, New York, New York 10020, or at such other place and time as Buyer and Seller may agree.

8.2. Seller's Delivery Obligations . At the Closing, Seller will deliver (or cause to be delivered) to Buyer the following:

(a) Bill of Sale and Assignment and Assumption Agreements in substantially the form of Exhibit A to this Agreement (the "Bills of Sale");

(b) A special or limited warranty (or local equivalent) deed in a form reasonably acceptable to Buyer (and complying with applicable state laws) with respect to each parcel of Real Property which is owned by Seller, duly executed and acknowledged and in recordable form, warranting only to defend

title to such owned Real Property in the peaceable possession of Buyer against all persons claiming by, through or under Seller, subject, however, to any Permitted Encumbrances, and in form sufficient to permit the applicable title company to issue the title policies requested by Buyer, together with any title affidavit reasonably required by the title insurer that does not expand the aforesaid limited or special warranty of Seller;

(c) Title certificates to all vehicles included among the Assets, endorsed for transfer of valid and good title to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), and separate bills of sale or other transfer documentation for such vehicles, if required by the laws of the states in which such vehicles are titled;

(d) A certificate, dated the Closing Date, signed by an authorized Person on behalf of Seller, stating that, to Seller's Knowledge, the conditions set forth in Sections 7.2.1 and 7.2.2 are satisfied;

(e) Certified resolutions of the Board of Directors or other evidence reasonably satisfactory to Buyer that Seller has taken all corporate action necessary to authorize this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby;

(f) A FIRPTA Non-Foreign Seller Certificate from Seller certifying that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 reasonably satisfactory in form and substance to Buyer;

(g) Evidence reasonably satisfactory to Buyer that all Encumbrances (other than Permitted Encumbrances) affecting or encumbering the Assets have been terminated, released or waived, as appropriate, or original, executed instruments in form reasonably satisfactory to Buyer effecting such terminations, releases or waivers;

(h) All Books and Records, delivery of which will be deemed made to the extent such Books and Records are then located at any of the offices of the Systems included in the Real Property;

(i) A certificate executed by the secretary or assistant secretary of Seller authenticating Seller's organizational documents, certifying as to the incumbency, and authenticating the signatures, of those persons executing this Agreement and certificates or other documents delivered hereunder on behalf of Seller;

(j) A certificate as of a recent date from the appropriate office of the state of organization of each Seller and the state in which the Business is operated as to the good standing of such Seller;

(k) An opinion of in-house counsel for Seller, in a form reasonably acceptable to Buyer;

(l) An opinion of Cole Raywid & Braverman, FCC counsel to Seller, in a form reasonably acceptable to Buyer;

(m) A noncompetition agreement in the form of Exhibit B to this Agreement; and

(n) Such other documents as Buyer may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement.

8.3. Buyer's Delivery Obligations . At the Closing, Buyer will deliver (or cause to be delivered) to Seller the following:

(a) the Purchase Price required to be paid at the Closing, as adjusted in accordance with this Agreement;

(b) the Bills of Sale executed by Buyer;

(c) a certificate, dated the Closing Date, signed by an authorized Person of Buyer, stating that, to Buyer's knowledge, the conditions set forth in Sections 7.3.1 and 7.3.2 are satisfied;

(d) An opinion of Sonnenschein, Nath and Rosenthal, counsel for Buyer, in a form reasonably acceptable to Seller;

(e) such other documents as Seller may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement and the Escrow Agreement, if required under this Agreement.

9. TERMINATION.

9.1. Events of Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

9.1.1. by the mutual written consent of Buyer and Seller;

9.1.2. by either party, upon written notice to the other party, if the transactions contemplated by this Agreement to take place at the Closing have not been consummated by the date which is 12 months after the date of this Agreement, for any reason other than (a) a breach or default by such party in the performance of any of its obligations under this Agreement, or (b) the failure of any representation or warranty of such party to be accurate;

9.1.3. by either party at any time upon written notice to the other, if the other is in material breach or default of any of its covenants, agreements or other obligations in this Agreement or in any Transaction Document and fails to cure such breach or default (a) within the 30-day period following such written notice or, (b) if such breach or default is incapable of being cured within such 30-day period and the defaulting party does not promptly initiate and diligently pursue such cure to completion upon receipt of such notice, within a reasonable period of time; or

9.1.4. by either party, immediately upon written notice to the other, if all of the conditions to the Closing have been satisfied or waived and the other party refuses or is unable to consummate the transactions contemplated by this Agreement for any reason within the time period determined pursuant to Section 8.1.1.

9.1.5. by either party as otherwise provided in this Agreement.

9.2. Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate except for the obligations set forth in this Section and in Sections 6.21 and 11.16. Notwithstanding a party's right to pursue remedies for breach of contract upon termination of this Agreement in accordance with Section 9.1, no remedies for breaches of representations and warranties will be available if this Agreement is terminated pursuant to Section 9.1, and no party will be liable for any incidental, consequential, exemplary, special, or punitive damages in connection with any claim for breach of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated by Seller pursuant to Sections 9.1.3 or 9.1.4, then Seller will be entitled to receive, as liquidated damages and in lieu of any other damages for breach of contract, the amount of $50,000,000. The parties acknowledge that it is impractical and would be extremely difficult to determine the actual damages that may proximately result from Buyer's failure to perform its obligations under this Agreement. Accordingly, the liquidated damages provided in this Section 9.2 are (a) not a penalty, and (b) reasonable and not disproportionate to the presumed damages to Seller from a failure by Buyer to comply with its obligations under this Agreement.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

10.1. Survival of Representations and Warranties. The representations, warranties, covenants and agreements of Seller in this Agreement and the Transaction Documents (other than covenants and agreements which by their terms are to be performed after the Closing Date) will survive until 12 months after the Closing Date, except that the representations, warranties and covenants with respect to Taxes, title and environmental matters, and third party claims relating to Excluded Assets or Excluded Liabilities, will survive until 30 days after the expiration of the relevant statute of limitations. The representations, warranties, covenants and agreements (other than the covenants and agreements which by their terms are to be performed after the Closing Date) of Buyer in this Agreement and the Transaction Documents will survive until 12 months after the Closing Date. The covenants and agreements of the parties in this Agreement and in the Transaction Documents to be delivered by Seller or Buyer

pursuant to this Agreement, that are by their terms intended to be performed after the Closing will survive the Closing and will continue in full force and effect in accordance with their terms. The applicable periods of survival of the representations, warranties, covenants and agreements prescribed by this Section 10.1 are referred to as the "Survival Period." The liabilities of the parties under their respective representations, warranties, covenants and agreements will expire as of the expiration of the applicable Survival Period; provided, however, that such expiration will not include, extend or apply to any breach of which has been asserted by a party in a written notice to the breaching party before such expiration or about which the breaching party has given the other party written notice before such expiration indicating that facts or conditions exist that, with the passage of time or otherwise, can reasonably be expected to result in a breach (and describing such potential breach in reasonable detail).

10.2. Indemnification by Seller. Following the Closing, Seller will indemnify, defend and hold harmless Buyer and its shareholders and its and their respective Affiliates, and the shareholders, directors, officers, employees, agents, successors and assigns of any of such Persons, from and against all Losses of or to Buyer or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Seller in this Agreement, (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement, (c) any liability or obligation of Seller or relating to the Business not included in the Assumed Obligations and Liabilities, and (d) any labor or employment matter relating to the System Employees that is attributable to any act or omission of Seller occurring prior to the Closing.

10.3. Indemnification by Buyer. Following the Closing, Buyer will indemnify, defend and hold harmless Seller and Seller's shareholders, directors, officers, employees, agents, successors and assigns, from and against all Losses of or to Seller or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Buyer in this Agreement, (b) any breach of any covenant, agreement or obligation of Buyer contained in this Agreement, (c) the failure by Buyer to perform the Assumed Obligations and Liabilities, (d) any claim made by a System Employee relating to Buyer's use of such Employee's personnel files obtained from Seller at the request of Buyer, and (e) Buyer's waiver of its condition to Closing set forth in Section 7.2.4 and the resulting transfer of the Assets without having obtained the necessary Required Consents.

10.4. Third Party Claims. Promptly after the receipt by any party of notice of any claim, action, suit or proceeding by any Person who is not a party to this Agreement (collectively, an "Action"), which Action is subject to indemnification under this Agreement, such party (the "Indemnified Party") will give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party"). The Indemnified Party will be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any such Action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, (a) admits in writing to the Indemnified Party the Indemnifying Party's liability to the Indemnified Party for such Action under the terms

of this Section 10, (b) notifies the Indemnified Party in writing of the Indemnifying Party's intention to assume such defense, (c) provides evidence reasonably satisfactory to the Indemnified Party of the Indemnifying Party's ability to pay the amount, if any, for which the Indemnified Party may be liable as a result of such Action and (d) retains legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action. The other party will cooperate with the party assuming the defense, compromise or settlement of any such Action in accordance with this Agreement in any manner that such party reasonably may request. If the Indemnifying Party so assumes the defense of any such Action, the Indemnified Party will have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement of the Action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) any relief other than the payment of money damages is sought against the Indemnified Party or (iii) the Indemnified Party will have been advised by its counsel that there may be one or more defenses available to it which are different from or additional to those available to the Indemnifying Party, and in any such case that portion of the fees and expenses of such separate counsel that are reasonably related to matters covered by the indemnity provided in this Section 10 will be paid by the Indemnifying Party. No Indemnified Party will settle or compromise any such Action for which it is entitled to indemnification under this Agreement without the prior written consent of the Indemnifying Party, unless the Indemnifying Party has failed, after reasonable notice, to undertake control of such Action in the manner provided in this Section 10.4. No Indemnifying Party will settle or compromise any such Action (i) in which any relief other than the payment of money damages is sought against any Indemnified Party or (ii) in the case of any Action relating to the Indemnified Party's liability for any Tax, if the effect of such settlement would be an increase in the liability of the Indemnified Party for the payment of any Tax for any period beginning after the Closing Date, unless the Indemnified Party consents in writing to such compromise or settlement.

10.5. Limitations on Indemnification - Seller. Seller will not be liable for indemnification arising under Section 10.2 (except for indemnification claims made pursuant to subsection (d) of Section 10.2) for any Losses of or to Buyer or any other person entitled to indemnification from Seller unless the amount of such Losses for which Seller would, but for the provisions of this Section 10.5, be liable exceeds, on an aggregate basis, $5,000,000 (the "Threshold Amount"), provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Seller receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with Section 10.4. Seller will not be liable for Buyer's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Seller will be required to pay for indemnification arising under Section 10.2 in respect of all claims by all indemnified parties is $75,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this

Section 10.5 will apply to the obligation to pay post-Closing adjustments pursuant to Section 3.3, Seller's obligation to discharge the Excluded Liabilities, or to Seller's breach of its representations and warranties that it has title to the Assets (including Real Property), and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.6. Limitations on Indemnification - Buyer. Buyer will not be liable for indemnification arising under Section 10.3 for any Losses of or to Seller or any other person entitled to indemnification from Buyer unless the amount of such Losses for which Buyer would, but for the provisions of this Section 10.6, be liable exceeds, on an aggregate basis, the Threshold Amount, provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Buyer receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with section 10.4. Buyer will not be liable for Seller's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Buyer will be required to pay for indemnification arising under Section 10.3 in respect of all claims by all indemnified parties is $75,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this Section 10.6 will apply to the obligation to pay the Purchase Price, as adjusted, and post-Closing adjustments pursuant to Section 3.3, or to Buyer's obligation to assume and perform the Assumed Obligations and Liabilities, and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.7. Sole Remedy. Each party acknowledges and agrees that, should the Closing occur, its sole and exclusive remedy against the other with respect to any breach of representation, warranty, covenant, agreement or obligation will be pursuant to the indemnification provisions set forth in this Section 10.

11. MISCELLANEOUS.

11.1. Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon the parties and their respective permitted assigns and successors in interest and will inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement. Without the prior written consent of the other party, no party will assign any of its rights under this Agreement or delegate any of its duties under this Agreement; provided, however, that (i) Seller may assign its rights under this Agreement (but not obligations) to a qualified intermediary within the meaning of Code Section 1.1031(k)-1(g)(4)(iii) ("Qualified Intermediary") and (ii) either party may assign its rights to an Affiliate so long as the assigning party continues to be bound by the terms of this Agreement. If Seller elects to assign its rights under this Agreement to a Qualified Intermediary, Buyer will cooperate with Seller as may be reasonably necessary in connection with such assignment and the

deferred tax-free exchange to be accomplished in connection therewith, including acknowledging the execution of a written agreement between Seller and the Qualified Intermediary.

11.2. Notices. Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, certified mail, or sent by courier or, if receipt is confirmed, by telecopier:

To Buyer at:

Mediacom Communications Corporation
100 Crystal Run Road
Middletown, New York 10941
Attention: Mr. Rocco B. Commisso
Fax: (845) 695-2639

With a copy to:

Robert L. Winikoff, Esq
Sonnenschein Nath & Rosenthal
24th Floor
1221 Avenue of the Americas
New York, NY 10020
Fax: (212) 768-6800

To Seller at:

c/o AT&T Broadband, LLC
188 Inverness Drive West
Englewood, Colorado 80112
Attention: Alfredo Di Blasio
Fax: (303) 858-3456

With a copy similarly addressed to the attention of Karla Tartz, Esq., Fax: (303) 858-3487.

With a copy (which will not constitute notice) to:

Holland & Hart LLP
555 Seventeenth Street
Suite 3200
Denver, Colorado 80202
Attention: Stephen P. Villano, Esq.
Fax: (303) 295-8261

Any party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 11.2. All notices will be deemed to have been received on the date of actual receipt.

11.3. Attorneys' Fees. In the event of any action or suit based upon or arising out of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs of such action or suit from the other party.

11.4. Right to Specific Performance. Each party acknowledges that the unique nature of the transactions contemplated by this Agreement and the circumstances under which this Agreement has been entered into renders money damages for a breach of the parties' respective obligations to consummate the transactions contemplated by this Agreement an inadequate remedy, and the parties agree that either party will be entitled to pursue specific performance as a remedy for such breach without the requirement of posting a bond or other security therefor; provided, however, that Seller will have such right to specific performance only in connection with a breach of Buyer's confidentiality obligations under Section 6.21 hereof.

11.5. Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

11.6. Captions. The captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

11.7. Choice of Law. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES UNDER IT WILL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES OF DELAWARE.

11.8. Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. The word "include" and derivatives of that word are used in this Agreement in an illustrative sense rather than limiting sense.

11.9. Further Actions. Seller and Buyer will execute and deliver to the other, from time to time at or after the Closing, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

11.10. Time. Time is of the essence under this Agreement. If the last day permitted for giving of any notice or the performance of any act required or permitted under this Agreement falls on a day which is not a Business Day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding Business Day.

11.11. Late Payments. If either party fails to pay the other any amounts when due under this Agreement, the amounts due will bear interest from the due date to the date of payment at the annual rate publicly announced from time to time by The Bank

of New York as its prime rate (the "Prime Rate") plus 3%, adjusted as and when changes in the Prime Rate are made.

11.12. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement will become binding when one or more counterparts, individually or taken together, bear the signatures of all parties to this Agreement. Delivery of an executed signature page of this Agreement by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

11.13. Entire Agreement. This Agreement (including the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) and the Transaction Documents contain the entire agreement of the parties and supersede all prior oral or written agreements and understandings with respect to the subject matter hereof other than any letter or agreement between the Buyer and Seller that specifically refers to this Section 11.13. This Agreement may not be amended or modified except by a writing signed by the parties.

11.14. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

11.15. Construction. This Agreement has been negotiated by Buyer and Seller and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement.

11.16. Expenses. Except as otherwise expressly provided in this Agreement, each party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

11.17. Commercially Reasonable Efforts. For purposes of this Agreement, unless a different standard is expressly provided with respect to any particular matter, any requirement herein that a party use "commercially reasonable efforts" will not be deemed to require that party to undertake extraordinary measures, including the initiation or prosecution of legal proceedings or the payment of amounts in excess of normal and usual filing fees and processing fees, if any.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the day and year first above written.

MEDIACOM COMMUNICATIONS
CORPORATION, a Delaware corporation

By: ______________________________________
Rocco B. Commisso
Chairman and CEO

TCI AMERICAN CABLE HOLDINGS, L.P.,
a Colorado limited partnership

By: TCI of Council Bluffs, Inc.,
its general partner

By: ________________________________
Alfredo Di Blasio
Vice President

TELEVENTS GROUP JOINT VENTURE,
a Colorado general partnership

By: Televents of Florida, Inc.,
its general partner

By: ________________________________
Alfredo Di Blasio
Vice President

CABLEVISION IV, LTD.,
an Iowa corporation

By: ______________________________________
Alfredo Di Blasio
Vice President

HERITAGE CABLEVISION, INC.,
an Iowa corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

CABLEVISION VI, INC.,
an Iowa corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

WESTMARC CABLE HOLDING, INC.,
a Delaware corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

TCI OF ILLINOIS, INC.,
an Illinois corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

TCI CABLEVISION OF OHIO, INC.,
an Ohio corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

CLINTON CABLEVISION,
an Iowa general partnership

By: Clinton TV Cable Company, Inc.
its general partner

By: ________________________________
Alfredo Di Blasio
Vice President

CABLEVISION VII, INC.,
an Iowa corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

CABLEVISION V, INC.,
an Iowa corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

AMES CABLEVISION, INC.,
an Iowa corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

OTTUMWA CABLEVISION, INC.,
an Iowa corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

TCI OF IOWA, INC.,
an Iowa corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

TCI CABLEVISION OF NEBRASKA, INC.,
a Nebraska corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

MISSISSIPPI CABLEVISION, INC.,
a Mississippi corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

List of Exhibits and Schedules

Exhibit A	Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Noncompetition Agreement
Schedule 1.18*	Excluded Assets
Schedule 1.29*	System Managers
Schedule 1.35*	Permitted Encumbrances
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Schedule 4.16*	System Information
Schedule 6.2*	Permitted Activities
Schedule 6.2.2*	Capital Expenditures
Schedule 7.2.4	Retained Franchises

- ----------

* Pursuant to Item 601(b)(2) of Regulation S-K, such schedule is omitted from this exhibit. Registrant agrees to furnish the Securities and Exchange Commission a copy of such schedule upon request.

EXHIBIT A
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, the undersigned Affiliate of AT&T Broadband, LLC ("Seller") and Mediacom Communications Corporation are parties to an Asset Purchase and Sale Agreement (the "Agreement"), dated February 26, 2001, pursuant to which Seller has agreed, inter alia, to sell, transfer, convey, assign, and deliver to Buyer all of Seller's right, title and interest in and to all the Assets, that are owned, leased, used or held for use by Seller in connection with, or necessary to, the operation of the Systems, in exchange for the Purchase Price, as adjusted, and on the terms and conditions set forth in the Agreement; and

WHEREAS, in partial consideration therefore, the Agreement requires Buyer to assume certain of the obligations of Seller with respect to the System.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereunder, the parties hereto hereby agree as follows:

1. Seller has bargained and sold, and by these presents does sell, transfer, convey, assign, and deliver to Buyer, its successors and assigns, all of Seller's right title and interest, free and clear of Encumbrances (other than Permitted Encumbrances), in and to the Assets with such representations, warranties and covenants as are set forth in the Agreement and the Exhibits and Schedules thereto.

TO HAVE AND TO HOLD said property and assets unto Buyer, its successors and assigns, to and for its and their own proper use and benefit forever.

2. Upon the terms and subject to the conditions of the Agreement, as of the date hereof, Buyer shall assume, pay, perform, and discharge the Assumed Obligations and Liabilities.

3. This instrument is executed and delivered pursuant to the Agreement, subject to the provisions thereof. Nothing contained herein shall be deemed to enlarge,

alter, or amend the provisions of the Agreement. If any provision set forth in this instrument conflicts with any provision set forth in the Agreement, the provision of the Agreement shall control.

4. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Delaware. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event that any of the provisions contained herein or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby, unless any manifest injustice or inequity would result from the applicability and enforceability of such remaining provisions. This instrument may be executed in two or more counterparts, all of which taken together, shall be deemed one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized officers as of the day and year first above written.

[SIGNATURE BLOCKS]

EXHIBIT B
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF NONCOMPETITION AGREEMENT

___________, 2001

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

Gentlemen:

Reference is made to that certain Asset Purchase Agreement dated as of February 26, 2001 (the "Agreement"), among the undersigned Affiliates ("Seller") of AT&T Broadband, LLC ("AT&T Broadband") and Mediacom Communications Corporation ("Buyer"). This letter is being delivered to you pursuant to Section 8.2(m) of the Agreement. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In order to effectuate the purposes and intent of the Agreement, each Seller and AT&T Broadband hereby covenants and agrees that for a period commencing on the date hereof and expiring on the third anniversary from the date hereof, that it shall not be involved, directly or indirectly, either personally, or as an owner, employee, partner, associate, officer, manager, agent, advisor, consultant or otherwise, with any business which is competitive with the business of Buyer within the Service Area. A business shall be deemed competitive with the business of Buyer if it involves the development, construction, sale, lease, rental or operation of any cable television system, satellite master antenna television system, multi-point distribution system or "open video" system, as such terms are generally defined and used in the communications industry, and provides video, telephony or data services over such system; provided, however, that nothing herein shall restrict Seller or AT&T Broadband from being a passive investor or shareholder holding less than five percent of the outstanding voting stock or equity interest in any such competitive business, and provided, further, that nothing

herein shall restrict [Excite@Home] from being involved or engaging in any business within the Service Area.

If the terms or provisions of this Noncompetition Agreement are breached or threatened to be breached, each of Seller and AT&T Broadband expressly consents that, in addition to any other remedy Buyer may have, Buyer may apply to any court of competent jurisdiction for injunctive relief in order to prevent the continuation of any existing breach or the occurrence of any threatened breach.

If any provision of this Noncompetition Agreement is determined to be unreasonable or unenforceable, such provision and the remainder of this Noncompetition Agreement shall not be declared invalid, but rather shall be modified and enforced to the maximum extent permitted by law.

This letter is intended to form a part of the Agreement and, accordingly, reference is hereby made to Section 11.13 of the Agreement.

Sincerely,

[SIGNATURE BLOCKS]

Schedule 7.2.4
to the
Asset Purchase Agreement
among
MEDIACOM COMMUNICATIONS CORPORATION
and
THE AT&T BROADBAND PARTIES

RETAINED FRANCHISES

For purposes of this Agreement, a "Retained Franchise" means any Franchise for which by the Closing Date: (a) the Required Consent to transfer such Franchise to Buyer either was not obtained, has not been granted by operation of law, or the applicable Governmental Authority or its designee has taken public action to the effect, or has given written notice to Buyer or Seller of its, or its designee's assertion, that the Required Consent has not been granted by operation of law, or (b) a Governmental Authority has the right directly or indirectly to acquire all or any portion of a System, which right has not expired by its terms or expressly been waived or abandoned. The Retained Franchise includes not only the applicable Franchise, but also all of the Assets that are: (i) located in the Service Area of the Retained Franchise; and (ii) used solely for the operation of the portion of the System in the portion of the Service Area of the Retained Franchise.

EXHIBIT 2.6

ASSET PURCHASE AGREEMENT

AMONG

MEDIACOM COMMUNICATIONS CORPORATION
on the one hand

AND

THE AT&T BROADBAND PARTIES
on the other hand

DATED AS OF

FEBRUARY 26, 2001

(Southern Illinois)

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of the 26th day of February, 2001, by and among the Affiliates of AT&T whose names appear on the signature page of this Agreement (collectively, and jointly and severally, "Seller"), and Mediacom Communications Corporation, a Delaware corporation ("Buyer").

Recitals

A. The parties desire to effect the transfer of substantially all of the assets of the Business (as defined below) owned by Seller to Buyer for cash.

B. The purpose of this Agreement is to set forth the definitive terms upon which such transfer will take place.

Agreements

In consideration of the above recitals and the mutual agreements stated in this Agreement, the parties agree as follows:

1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following capitalized terms, when used in this Agreement, will have the meanings set forth below:

1.1. Affiliate. With respect to any Person, any other Person controlling, controlled by or under common control with such Person, with "control" for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise. For purposes of this Agreement, At Home Corporation and its subsidiaries and Liberty Media Corporation and its subsidiaries will not be treated as Affiliates of Seller.

1.2. Assets. All properties, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description that are owned, leased or otherwise held by Seller, or are hereafter acquired by Seller prior to the Closing Time, and used in the Business, including Franchises, Licenses, Intangibles, Contracts, Books and Records, Equipment, Real Property and deposits relating to the Business that are held by Third Parties for the account of Seller or for security for Seller's performance of its obligations, but excluding any Excluded Assets and any assets disposed of prior to the Closing Date in the ordinary course of business and not in violation of this Agreement.

1.3. AT&T. AT&T Broadband, LLC, a Delaware limited liability company.

1.4. AT&T Late Fee Settlement. The Settlement Agreement and Release that relates to the Systems with respect to the late fees charged, a copy of which, in the form submitted to the courts, has been provided to Buyer by Seller.

1.5. Basic Service. The lowest tier of service offered to subscribers of a System.

1.6. Books and Records. All engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and processes and all other files of correspondence, lists, records and reports to the extent concerning the Business, including subscribers and prospective subscribers of the Systems, signal and program carriage and dealings with Governmental Authorities with respect to the Systems, including all reports filed with respect to the Systems by or on behalf of Seller or its Affiliates with the FCC and statements of account filed with respect to the Systems by or on behalf of Seller or its Affiliates with the U.S. Copyright Office, but excluding all corporate, financial and tax records and all documents, reports and records relating to System Employees.

1.7. Business. The cable television business and other income-generating businesses relating to the Systems (including the high speed data, internet access and advertising sales business) that are conducted by Seller through the Systems.

1.8. Business Day. Any day other than Saturday, Sunday or a day on which banking institutions in Denver, Colorado or New York, New York are required or authorized to be closed.

1.9. Closing. The consummation of the transactions contemplated by this Agreement, as described in Section 8.

1.10. Closing Date. The date on which the Closing occurs.

1.11. Closing Time. 12:01 a.m., local time at the location of the Assets, as applicable, on the Closing Date.

1.12. Communications Act. The Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated thereunder and currently in effect.

1.13. Contracts. All contracts and agreements (other than Franchises, Licenses and those relating to Real Property) to which Seller is a party and which relate to the operation of the Business.

1.14. Encumbrance. Any mortgage, lien, security interest, security agreement, conditional sale or other title retention agreement, pledge, option, charge, encumbrance, adverse interest, assessment, restriction on transfer or any exception to or defect in title or other ownership interest (including reservations, rights of way, possibilities of reverter, encroachments, easements, rights of entry, restrictive covenants, leases and licenses).

1.15. Environmental Law. Any applicable Legal Requirement governing the protection of the environment, including those relating to the use, storage, disposal, release or handling of Hazardous Substances.

1.16. Equipment. All electronic devices, trunk and distribution coaxial and optical fiber cable, amplifiers, drops, power supplies, conduit, vaults and pedestals, grounding and pole hardware, subscriber's devices (including converters, encoders, cable modems, transformers behind television sets and fittings), headend hardware (including origination, earth stations, transmission and distribution system, advertising insertion equipment, cable modem termination system and IP routers), test equipment, vehicles and other tangible personal property owned or leased by Seller and primarily used in the Business.

1.17. Equivalent Basic Subscribers (or EBS). As of any date of determination and for each Service Area served by a System, the sum of (a) the total number of private residential customer accounts that are billed by individual unit for at least Basic Service (regardless of whether such accounts are in single-family homes or in individually billed units in apartment buildings or other multi-unit buildings), but exclusive of (i) "second connects" and "additional outlets" as such terms are commonly understood in the cable television industry, and (ii) accounts that are not charged or are charged less than the standard monthly service fees and charges then in effect for such System for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount); and (b) the quotient of (i) the total monthly billings for sales of Basic Service and Expanded Basic Service by such System for such Service Area during the most recent billing period ended prior to the date of calculation to commercial, bulk-billed and other accounts not billed by individual unit (whether on a discounted or non-discounted basis) and to private residential customer accounts that are billed by individual unit but pay less than the standard monthly service fees charged for Basic Service and Expanded Basic Service, if subscribed for (other than customers receiving a senior discount), but excluding billings in excess of a single month's charges for any account, divided by (ii) the standard monthly combined rate (without discount of any kind) charged by such System for such Service Area to individually billed subscribers for Basic Service and Expanded Basic Service offered by such System in effect during such billing period. For purposes of calculating the EBS number, there will be excluded: (A) all accounts billed by individual unit that are, and all billings to any commercial, bulk-billed and other accounts not billed by individual unit that are, more than 60 days past due in the payment of any amount in excess of the lesser of $10.00 or the standard rate charged for Basic Service at the time of determination; (B) any accounts billed by individual unit and all commercial, bulk-billed and other accounts not billed by individual unit that, as of the date of calculation, have not paid in full the charges for at least one full month of the subscribed service; (C) that portion of the billings to all accounts billed by individual unit included in clause (b) above and any commercial bulk-billed and other accounts not billed by individual unit representing an installation or other non-recurring charge, a charge for equipment or for any outlet or connection other than the first outlet or first connection in any individually billed unit or, with respect to a bulk account, in any residential unit (e.g., an individual apartment or rental unit), a charge for any tiered service other than

Expanded Basic Service (whether or not included within Pay TV), any charge for Pay TV or a pass-through charge for sales Taxes, line-itemized franchise fees, @Home service fees, fees charged by the FCC and the like; (D) any individually billed unit and all billings to any commercial, bulk-billed and other accounts not billed by individual unit whose service is pending disconnection for any reason; and (E) any individually billed unit that was solicited between November 1, 2000 and the Closing Date to purchase such services by promotions or offers of discounts other than of the type disclosed on Schedule 4.16 or as permitted under this Agreement.

1.18. Excluded Assets. All:

1.18.1. Programming Contracts (including music programming Contracts), cable guide Contracts, and Contracts to which other cable systems of Seller or its Affiliates are subject (including the Memorandum of Understanding Regarding Neutrality and Consent Election by and among CWA, IBEW and certain business operating units and divisions of AT&T Corp.; retransmission consent Contracts applicable to one or more headends not included in the Systems; master billing Contracts and master multiple dwelling unit Contracts), other than any such Contracts (or interests therein) disclosed or described on Schedule 4.6;

1.18.2. Seller Plans (as defined in Section 4.15.2) and any cash, reserve, trust or funding arrangement held or set aside for the payment of benefits under such Seller Plans;

1.18.3. Insurance policies and rights and claims under insurance policies (except as otherwise provided in Section 6.9);

1.18.4. Bonds, letters of credit, surety instruments and other similar items;

1.18.5. Except for petty cash to the extent transferred to Buyer, cash and cash equivalents, including cash relating to subscriber prepayments and deposits, and notes receivable;

1.18.6. Except as specifically described on Schedule 4.10, the Intellectual Property held by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.12);

1.18.7. Subscriber billing Contracts and related equipment if not owned by Seller or any of its Affiliates (subject to Buyer's rights under Section 6.13);

1.18.8. Assets, rights and properties of Seller or its Affiliates used or held for use other than primarily in connection with the Systems;

1.18.9. Except (a) accounts receivable and (b) any other claim, right or interest to the extent reflected in the adjustment to the Purchase Price determined pursuant to Section 3.2, all claims, rights and interests in and to any refunds of, or amounts credited against, Taxes or fees of any nature, including franchise and copyright

fees, or any other claims against Third Parties, relating to the operation of the Systems prior to the Closing Time;

1.18.10. Except as set forth on Schedule 4.6, any employment, compensation, bonus, deferred compensation, consulting, agency or management Contracts;

1.18.11. All Business documents and records not included in the Books and Records (provided that copies of personnel files will be made available to Buyer for a period of three years after the Closing Date upon reasonable request by Buyer accompanied by a waiver and release from the employee whose records are sought in form and substance reasonably satisfactory to Seller);

1.18.12. Capital and vehicle leases;

1.18.13. Advertising sales agency or representation Contracts providing any Third Party or Affiliate of Seller the right to sell available advertising time for a System (including any Contract with National Cable Communications or Cable Networks, Inc.), other than any such Contract disclosed on Schedule 4.6;

1.18.14. Proprietary software of Seller or its Affiliates and licenses relating to Third Party software and maintenance agreements with respect thereto, other than transferable licenses relating to Third Party software installed on personal computers included in the Assets;

1.18.15. Contracts for Internet access or on-line service arrangements that provide to any Third Party or Affiliate of Seller the right to use the transmission capacity of a System to provide Internet access or other on-line services over such System, other than those disclosed on Schedule 4.6;

1.18.16. Contracts and related accounts receivable for providing DMX service to commercial accounts via direct broadcast satellite; and

1.18.17. The assets specifically disclosed on Schedule 1.18.

1.19. Expanded Basic Service. Any video programming provided over a System, regardless of service tier, other than Basic Service, any new product tier, digital services and Pay TV.

1.20. FCC. The Federal Communications Commission and any successor Governmental Authority.

1.21. Financial MAC. A material adverse deterioration in the public or private equity and debt securities markets, or in the debt securities market for the syndication of bank loans to corporate borrowers, as a result of which the sources of Buyer's equity or debt financing have declined to issue or have exercised their rights to withdraw their commitments with respect to the transactions contemplated hereby.

1.22. Franchises. The initial authorizations, or renewals thereof, issued by a local Governmental Authority, and ratified by the electorate where required, that are described on Schedule 4.5, which authorize the construction or operation of the Systems, and all rights and benefits of Seller pertaining thereto.

1.23. GAAP. Generally accepted accounting principles as in effect from time to time in the United States of America.

1.24. Governmental Authority. (a) The United States of America; (b) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities and the like); or (c) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or any instrumentality of any of the foregoing.

1.25. Governmental Permits. All Franchises, Licenses and all other material approvals, authorizations, permits, licenses, easements, registrations, qualifications, leases, variances and similar rights obtained with respect to the Business or Assets from any Governmental Authority.

1.26. Hazardous Substances. (a) Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. ss.ss. 6901 et seq.), as amended, and the rules and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. ss.ss. 9601 et seq.) (CERCLA), as amended, and the rules and regulations promulgated thereunder; (c) any substance regulated by the Toxic Substances Control Act (TSCA) (42 U.S.C. ss.ss.2601 et seq.), or the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (7 U.S.C. ss.ss.136 et seq.), each as amended, and the rules and regulations promulgated thereunder; (d) asbestos or asbestos-containing material of any kind or character; (e) polychlorinated biphenyls; (f) any substances regulated under the provisions of Subtitle I of RCRA relating to underground storage tanks; and (g) any other substance which by any Environmental Law requires special handling, reporting or notification of any Governmental Authority in its collection, storage, use, treatment or disposal.

1.27. Intangibles. Subscriber lists, accounts receivable, claims (excluding any claims relating to Excluded Assets), goodwill, if any, and any other intangible asset owned or held by Seller and used in the Business.

1.28. Intellectual Property. All (a) trademarks, trade dress, trade names, service marks, logos and other similar proprietary rights, (b) domain names, (c) copyrights, and (d) patents and patentable know-how, inventions and processes, in each case used in connection with the Business.

1.29. Knowledge. The actual knowledge of a particular matter of (a) one or more of the principal corporate personnel of Seller, AT&T or any direct or indirect subsidiary of AT&T involved in the transactions contemplated by this Agreement, or

(b) after reasonable inquiry, any of the general managers (or holders of positions of equivalent responsibility) of the Systems, including those individuals listed on Schedule 1.29.

1.30. Legal Requirement. Applicable common law and any judicial decisions, statute, ordinance, code, or other law, rule, regulation, order or other technical or written requirement, standard or procedure enacted, adopted or applied by any Governmental Authority or private arbitration tribunal.

1.31. Licenses. The cable television relay service, business radio and other licenses, authorizations or permits issued by the FCC or any other Governmental Authority that are described on Schedule 4.5 (other than the Franchises).

1.32. Losses. Any claims, losses, liabilities, damages, penalties, costs and expenses, including interest that may be imposed in connection therewith, expenses of investigation, reasonable fees and disbursements of counsel and other experts, and settlement costs.

1.33. Material Adverse Effect. A material adverse effect on the operations, assets, or financial condition of the Business, taken as a whole, but without taking into account any effect resulting from changes in conditions (including economic conditions, changes in FCC regulations, or federal or state governmental actions, legislation or regulations) that are applicable to the economy or the cable television industry on a national, regional or state basis (other than such changes as would prohibit the transactions contemplated hereby, subject Buyer to damages or require Buyer to divest itself of other assets or interests) or any changes in technology affecting the Business.

1.34. Pay TV. Premium programming services selected by and sold to subscribers of the Systems on an a la carte basis for fees in addition to the fee for Basic Service or Expanded Basic Service.

1.35. Permitted Encumbrances. The following Encumbrances: (a) liens for Taxes, assessments and governmental charges not yet due and payable; (b) zoning laws and ordinances and similar Legal Requirements which are not violated by any existing improvement or which do not prohibit the use of the Real Property as currently used in the operation of the Business; (c) any right reserved to any Governmental Authority to regulate the affected property (including restrictions stated in the Franchises and Licenses); (d) in the case of any leased Asset, (i) the rights of any lessor and (ii) any Encumbrance granted by any lessor of such leased Asset; (e) inchoate materialmens', mechanics', workmen's, repairmen's or other like Encumbrances arising in the ordinary course of business; (f) in the case of owned Real Property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title which do not individually or in the aggregate materially interfere with the right or ability to use or operate the Real Property as currently being used, and which do not materially impair the value of the Real Property; (g) any other Encumbrance (other than an Encumbrance securing a monetary obligation) that does not individually or in the aggregate interfere with the continued use of the Assets subject thereto in the operation

of the Business as currently being used; and (h) those Encumbrances disclosed on Schedule 1.35.

1.36. Person. Any natural person, corporation, partnership, trust, unincorporated organization, association, limited liability company, Governmental Authority or other entity.

1.37. Real Property. The Assets owned or leased by Seller and used in the Business consisting of realty, including appurtenances, improvements and fixtures located on such realty, and any other interests in real property, including fee interests, leasehold interests and easements, wire crossing permits, and rights of entry (but not including interests in real property granted in Contracts in connection with services provided by Seller to the residents or occupants of such real property, including access and service Contracts with the owners of multiple dwelling unit complexes).

1.38. Required Consents. All authorizations, approvals and consents required under any Legal Requirement or under any Franchises, Licenses, Real Property, Contracts disclosed on Schedule 4.6 or Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, for (a) Seller to transfer the Assets and the Business to Buyer, and (b) Buyer to conduct the Business and to own, lease, use and operate the Assets at the places and in the manner in which the Business is conducted as of the date of this Agreement and on the Closing Date.

1.39. Service Area. The municipalities and counties in and around which Seller operates or is authorized to operate the Systems and the Business, which are disclosed on Schedule 1.39.

1.40. Subscriber Adjustment Amount. $2,455.

1.41. Subscriber Threshold. 55,000 Equivalent Basic Subscribers.

1.42. System Employees. All employees of Seller or of any Affiliate of Seller who are primarily engaged in the operation of the Business.

1.43. Systems. The complete cable television reception and distribution systems operated in the conduct of the Business, each consisting of one or more headends, subscriber drops and associated electronic and other equipment, as listed on Schedule 1.39 and further designated and described on Schedule 4.16.

1.44. Target Closing Date. June 29, 2001.

1.45. Taxes. All levies and assessments of any kind or nature imposed by any Governmental Authority, including all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property Taxes and levies, together with any interest thereon and any penalties, additions to Tax or additional amounts applicable thereto.

1.46. Third Party. Any Person other than Seller or Buyer and their respective Affiliates.

1.47. Other Definitions. The following terms are defined in the Sections indicated:

Term	Section
Action	10.4
Agreement	Preamble
Allocation Date	3.4
Antitrust Division	6.7
Assumed Obligations and Liabilities	2.2
Bills of Sale	8.2(a)
Buyer	Preamble
ERISA	4.15.1
ERISA Affiliate	4.15.2
Escrow Agent	3.3.1
Estimated Purchase Price	3.1
Excluded Liabilities	2.2
Final Adjustments Report	3.3.2
Financial Statements	4.11
FTC	6.7
HSR Act	6.7
Indemnified Party	10.4
Indemnifying Party	10.4
Lien Search	6.22
Maximum Remediation Amount	6.26.1
NASDAQ	6.24
Preliminary Adjustments Report	3.3.1
Prime Rate	11.11
Purchase Price	3.1.1
Qualified Intermediary	11.1
Retained Franchise	7.2.4
Retained Franchise Amount	3.1.1
SEC	6.24
Seller	Preamble
Seller Plans	4.15.2
Subscriber Shortfall	3.2.6
Survival Period	10.1
Taking	6.9.2
Threshold Amount	10.5
Transaction Documents	4.2
Transitional Billing Services	6.13

2. PURCHASE AND SALE OF ASSETS; ASSUMED OBLIGATIONS AND LIABILITIES.

2.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing Time, Seller will sell to Buyer, and Buyer will purchase from Seller, free and clear of all Encumbrances (except Permitted Encumbrances), the Assets.

2.2. Assumed Obligations and Liabilities. At the Closing Time, Buyer will assume, and after the Closing Time, Buyer will pay, discharge and perform, the following (the "Assumed Obligations and Liabilities"): (a) those obligations and liabilities accruing and relating to periods after the Closing Time under or with respect to the Assets assigned and transferred to Buyer at the Closing; (b) those obligations and liabilities of Seller to subscribers and customers of Seller's Business for (i) subscriber deposits held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2 and (ii) customer, advertising and other advance payments held by Seller as of the Closing Date related to the Systems in the amount for which Buyer received credit under Section 3.2; (c) all obligations and liabilities accruing and relating to the Business prior to the Closing Time in respect of which Buyer received a credit pursuant to Section 3.2; and (d) all other obligations and liabilities accruing and relating to periods after the Closing Time and arising out of Buyer's ownership of the Assets or operation of the Systems after the Closing Time, except to the extent that such obligations or liabilities relate to any Excluded Asset. All obligations and liabilities, contingent, fixed or otherwise, arising out of or relating to the Assets or the Systems other than the Assumed Obligations and Liabilities will remain and be the obligations and liabilities of Seller (collectively, the "Excluded Liabilities").

3. CONSIDERATION.

3.1. Purchase Price. Buyer will pay to Seller for the Assets total cash consideration of $135,000,000, subject to adjustment as provided in Section 3.2 (the "Estimated Purchase Price").

3.1.1. At the Closing, Buyer will pay to Seller, by wire transfer of immediately available funds pursuant to wire instructions delivered by Seller to Buyer no later than two Business Days prior to the Closing Date, cash in an aggregate amount equal to the excess of (a) the Estimated Purchase Price over (b) the sum of all Retained Franchise Amounts (such excess, the "Purchase Price"). For purposes of this Agreement, the "Retained Franchise Amount" for a Retained Franchise shall be equal to the number of Equivalent Basic Subscribers served by Seller pursuant to such Retained Franchise multiplied by the Subscriber Adjustment Amount.

3.1.2. Upon any transfer of a Retained Franchise to Buyer after the Closing, Buyer will pay to Seller the Retained Franchise Amount with respect to such Retained Franchise by wire transfer of immediately available funds.

3.2. Adjustments to Purchase Price. The Purchase Price will be adjusted as follows:

3.2.1. Adjustments on a pro rata basis as of the Closing Time will be made for all prepaid expenses (other than inventory), accrued expenses (including real and personal property Taxes), copyright fees and franchise or license fees or charges, prepaid income, subscriber prepayments and accounts receivable related to the Business, all as determined in accordance with GAAP consistently applied, and to reflect the principle that all expenses and income attributable to the Business for the period through and including the Closing Time are for the account of Seller, and all expenses and income attributable to the Business for the period after the Closing Time are for the account of Buyer. Notwithstanding the foregoing, with respect to accounts receivable resulting from cable television services or Internet access or high speed data services, the Purchase Price will be increased by (a) 100% of the face amount of such accounts receivable that are 30 days or less past due as of the Closing and (b) 95% of the face amount of such accounts receivable that are 31 to 60 days past due as of the Closing; provided, however, that Seller will receive no credit for any accounts receivable resulting from cable television services or Internet access or high speed data services of which more than the lesser of (A) $10.00 or (B) the standard rate for Basic Service is more than 60 days past due as of the Closing Date. With respect to accounts receivable resulting from advertising sales, the Purchase Price will be increased by 100% of the face amount of such accounts receivable that are less than 120 days past due as of the Closing, and Seller will receive no credit for any accounts receivable resulting from advertising sales of which any portion is 120 days or more past due as of the Closing Date. For purposes of making "past due" calculations for cable television services or Internet access or high speed data services, the billing statements of a System will be deemed to be due and payable on the first day of the period during which the service to which such billing statements relate is provided.

3.2.2. All advance payments to, or funds of Third Parties on deposit with, Seller as of the Closing Time and relating to the Business, including advance payments and deposits by subscribers served by the Business for converters, encoders, decoders, cable modems, cable television services and related sales, will be assumed by and credited to the account of Buyer.

3.2.3. There will be credited to Buyer the economic value of all accrued vacation time that Buyer credits after the Closing Time to Hired Employees pursuant to Section 6.3, where economic value is the amount equal to the cash compensation that would be payable to each such Hired Employee at his or her level of compensation on the Closing Date for a period equal to such credited accrued vacation.

3.2.4. All deposits relating to the Business and the operation of the Systems that are held by Third Parties as of the Closing Time for the account of Seller which relate to the Systems or are held as security for Seller's performance of Assumed Obligations and Liabilities, including deposits on leases and deposits for utilities, will be credited to the account of Seller in their full amounts and will become the property of Buyer. All other deposits will remain the property of Seller.

3.2.5. The Purchase Price will be increased by an amount equal to the capital expenditures made by Seller or Affiliates of Seller between the date of this Agreement and the Closing Date at the specific written request of Buyer, and which Seller is not otherwise required to make pursuant to the terms of this Agreement, as contemplated by Section 6.2.2. The Purchase Price will be decreased by the amount, if any, by which Seller fails to make any capital expenditures that Seller is required to make pursuant to Section 6.2.2 of this Agreement.

3.2.6. The Purchase Price will be decreased by the dollar amount equal to the product of (a) the Subscriber Shortfall multiplied by (b) the Subscriber Adjustment Amount. For purposes of this Agreement, the "Subscriber Shortfall" equals the number, if any, by which the Equivalent Basic Subscribers of the Systems at the Closing is less than the Subscriber Threshold.

3.2.7. The Purchase Price shall be increased or decreased as otherwise provided herein or as agreed to by the parties in accordance with the provisions of this Agreement.

3.2.8. The adjustments provided for in this Section 3.2 will be made without duplication. In addition, none of the adjustments provided for in this Section 3.2 will be made with respect to any Excluded Asset or Excluded Liability or with respect to any item of income or expense related to an Excluded Asset or Excluded Liability.

3.2.9. The net amount of the adjustments calculated under this Section 3.2, as preliminarily determined pursuant to Section 3.3.1, will be added or subtracted, as applicable, to the Purchase Price at the Closing.

3.3. Determination of Adjustments. Preliminary and final adjustments to the Purchase Price will be determined as follows:

3.3.1. Not later than a date Seller reasonably believes is at least 15 Business Days prior to the Closing, Seller will deliver to Buyer a report (the "Preliminary Adjustments Report"), certified by Seller, showing in detail the preliminary determination of the adjustments referred to in Section 3.2, which have been calculated as of the Closing Time (or as of any other date and time agreed by the parties) and any documents substantiating the adjustments proposed in the Preliminary Adjustments Report. Buyer will have 10 Business Days following receipt of the Preliminary Adjustments Report to review such Report and supporting information and to notify Seller of any disagreements of Buyer with Seller's estimates. If Buyer provides a notice of disagreement with Seller's estimates of the adjustments referred to in Section 3.2 within such 10 Business Day period, Buyer and Seller will negotiate in good faith to resolve any such dispute and to reach an agreement prior to the Closing Date on such estimated adjustments as of the Closing Time. The basis for determining the Purchase Price to be paid at the Closing will be (a) the estimate so agreed upon by Buyer and Seller or (b) if the parties do not reach such an agreement on the estimated amount of the adjustments set forth in the Preliminary Adjustments Report prior to the

Closing Date or if Buyer fails to provide a notice of disagreement with Seller's estimates of such adjustments within the requisite time provided, the estimates of such adjustments set forth in the Preliminary Adjustments Report.

3.3.2. Within 90 days after the Closing Date, Seller will deliver to Buyer a report (the "Final Adjustments Report") certified by Seller showing in detail the final determination of all adjustments which were not calculated as of the Closing Time and containing any corrections to the Preliminary Adjustments Report, together with any documents substantiating the adjustments proposed in the Final Adjustments Report. Buyer will provide Seller with reasonable access to all records that Buyer has in its possession and which are necessary for Seller to prepare the Final Adjustments Report.

3.3.3. Within 30 days after receipt of the Final Adjustments Report, Buyer will give Seller written notice of Buyer's objections, if any, to the Final Adjustments Report. If Buyer timely makes any such objection, the parties will agree on the amount, if any, which is not in dispute within 30 days after Seller's receipt of Buyer's notice of objections to the Final Adjustments Report, and payment of the amount not in dispute will be made by the responsible party by wire transfer of immediately available funds within three Business Days after such agreement. Any disputed amounts will be determined by a national accounting firm agreed to by Buyer and Seller which has not provided services to Buyer, Seller or their respective Affiliates in the prior 12 months, which firm will be obligated to determine such amounts within 90 days after the dispute is submitted to it, and the determination of which will be conclusive. Seller and Buyer will bear equally the fees and expenses payable to such firm in connection with such determination. The responsible party will make the payment required after determination of all disputed amounts by wire transfer of immediately available funds to the other party within three Business Days after the final determination of all disputed items.

3.4. Allocation of Purchase Price. The consideration payable by Buyer under this Agreement will be allocated among the Assets as set forth in a schedule prepared by an independent appraiser with significant experience in the cable television industry. Such appraiser will be selected by Buyer and will be instructed to complete such schedule not later than 45 days after the Closing Date. The fees of such appraiser will be the responsibility solely of Buyer. Buyer and Seller agree to be bound by the allocation and will not take any position inconsistent with such allocation and will file all returns and reports with respect to the transactions contemplated by this Agreement, including all federal, state and local Tax returns, on the basis of such allocation.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing, as follows:

4.1. Organization and Qualification. Each entity comprising Seller is duly organized, validly existing and in good standing under the laws of the state of its

organization and has all requisite power and authority to own, lease and use the Assets as they are currently owned, leased and used and to conduct the Business as it is currently conducted. Each entity comprising Seller is duly qualified to do business and is in good standing under the laws of each jurisdiction where it operates the Business.

4.2. Authority and Validity. Seller has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and all other documents and instruments to be executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents") to which Seller is a party. The execution and delivery by Seller of, the performance by Seller of its obligations under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party have been, or will by the Closing Date be, duly authorized by all requisite entity action. This Agreement is, and when executed and delivered by Seller the Transaction Documents will be, duly and validly executed and delivered by Seller and the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except insofar as enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

4.3. No Conflict; Required Consents. Subject to obtaining the Required Consents, all of which are disclosed on Schedule 4.3, and the receipt of any consent required or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Seller, the performance of Seller under, and the consummation by Seller of the transactions contemplated by, this Agreement and the Transaction Documents to which Seller is a party do not and will not: (a) violate any provision of the organizational documents of Seller; (b) violate any Legal Requirement in any material respect; (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person; or (d) (i) violate, conflict with or constitute a breach of or default under (without regard to requirements of notice, lapse of time, or elections of any Person, or combination thereof), (ii) permit or result in the termination, suspension or modification of, (iii) result in the acceleration of (or give any Person the right to accelerate) the performance of Seller under, or (iv) result in the creation or imposition of any Encumbrance under, any Contract disclosed on Schedule 4.6 or any other instrument evidencing any of the Assets (other than Contracts), or any instrument or other agreement(other than Contracts) by which Seller or any of the Assets (other than Contracts) is bound or affected.

4.4. Assets. Seller has good title to (or, in the case of Assets that are leased, valid leasehold interests in) the Assets (other than Real Property, as to which the representations and warranties in Section 4.7 apply). The Assets are free and clear of all Encumbrances, except (a) Permitted Encumbrances and (b) Encumbrances disclosed on Schedule 4.4, all of which will be terminated, released or waived, as appropriate, at or prior to the Closing. Except for the Excluded Assets, the Assets are all the assets necessary to permit Buyer to conduct the Business and to operate the Systems substantially as the Business is being conducted and the Systems are being operated on

the date of this Agreement and in compliance in all material respects with all Legal Requirements, Franchises, Licenses and Contracts. Except as disclosed on Schedule 4.4, all of the Equipment is in good operating condition and repair, ordinary wear and tear excepted.

4.5. Franchises and Licenses. Except as disclosed on Schedule 4.5, Seller is not bound or affected by any (a) Franchise in connection with the operation of the Business or (b) license, authorization or permit issued by the FCC or other Governmental Permit that, in each case, relates to the Systems or the operation of the Business. Except as disclosed on Schedule 4.5, the Franchises, Licenses and other Governmental Permits are currently in full force and effect and Seller is not and, to Seller's Knowledge, no other party thereto is, in material breach or default of any terms or conditions thereunder. Seller has delivered to Buyer true and complete copies of the Franchises. Except as disclosed on Schedule 4.5, there is no legal action, governmental proceeding or investigation, pending or, to Seller's Knowledge, threatened, to terminate, suspend or modify any Franchise, License or other Governmental Permit. As of the date of this Agreement, except as disclosed on Schedule 4.5, to Seller's Knowledge, (i) no construction programs have been undertaken or are proposed to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any Service Area; (ii) no cable television franchise has been issued to any Person other than Seller in any Service Area; and (iii) no cable television franchise or other application or request of any Person for a cable television franchise is pending or proposed which relates to any Service Area.

4.6. Contracts. All Contracts are disclosed on Schedule 4.6, except for: (a) subscription agreements with individual residential subscribers or commercial establishments for the cable services provided by the Systems in the ordinary course of business; (b) miscellaneous service Contracts terminable at will or upon notice of 90 days or less without penalty; (c) Contracts not involving any material monetary or non-monetary obligation; (d) bank financing documents; (e) Contracts constituting Excluded Assets; and (f) Contracts relating to services provided by Seller to residents of multiple dwelling unit complexes or to commercial accounts. Seller has delivered to Buyer true and complete copies of each of the written Contracts disclosed on Schedule 4.6. As soon as reasonably practicable, but in no event more than 60 days after the date of this Agreement, Seller will provide to Buyer a complete list of all multiple dwelling unit complexes served by the Systems as of the date specified in such list, including with respect to each such complex, to the extent readily available in the Books and Records of Seller, the number of units served, the rate charged (if bulk billed) and the expiration date of the agreement. Except as set forth in Schedule 4.6, (i) each Contract listed on Schedule 4.6, and each Contract relating to services provided by Seller to residents of multiple dwelling unit complexes of more than 200 units, is in full force and effect and constitutes the valid, legal, binding and enforceable obligation of Seller, and (ii) Seller is not, and to Seller's Knowledge no other party thereto is, in breach or default of any material terms or conditions thereunder.

4.7. Real Property.

4.7.1. All of the Assets consisting of Real Property interests are disclosed and described on Schedule 4.7. Except as otherwise disclosed on Schedule 4.7, Seller holds, or at the time of the Closing will hold, fee simple title to the Real Property disclosed as being owned by Seller on Schedule 4.7 and the valid and enforceable right to use and possess such Real Property, subject only to the Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. All improvements on Real Property that is owned by Seller are in good repair and suitable for the purposes for which they are currently used, ordinary wear and tear excepted. Except as otherwise disclosed on Schedule 4.7, Seller has valid and enforceable leasehold interests in Real Property disclosed as being leased by Seller on Schedule 4.7 and, with respect to other material Real Property not owned or leased by Seller, Seller has the valid and enforceable right to use all such other Real Property pursuant to the easements, licenses, rights-of-way or other rights disclosed on Schedule 4.7, in each case as currently being used by Seller in the operation of the Business, subject only to Permitted Encumbrances and Encumbrances which will be terminated, released or, in the case of rights of first refusal, waived, as appropriate, at or prior to the Closing. Except as otherwise disclosed on Schedule 4.7, with respect to leasehold interests in Real Property, each lease is in full force and effect and Seller is not, and to Seller's Knowledge no other party thereto is, in material breach or default of any terms or conditions of any written instrument or other written agreement relating thereto.

4.7.2. There are no material leases or other agreements, oral or written, granting to any Person other than Seller the right to occupy or use any Real Property, except as disclosed on Schedule 4.7. Each parcel of Real Property, any improvements constructed on any owned or leased Real Property and their current use, conforms in all material respects to (a) all applicable Legal Requirements, and (b) all restrictive covenants, if any, or other Encumbrances affecting all or part of such Real Property.

4.7.3. Except as disclosed on Schedule 4.7, each parcel of owned Real Property and each parcel of leased Real Property (a) has access to and over public streets or private streets for which Seller has a valid right of ingress and egress, (b) conforms in its current use and occupancy in all material respects to all zoning requirements and (c) conforms in its current use in all material respects to all restrictive covenants, if any, or other Encumbrances affecting all or part of such parcel. There are no pending or, to Seller's Knowledge, threatened condemnation actions or special assessments or proceedings for changes in the zoning with respect to such Real Property or any part thereof and Seller has not received any notice of the desire of any Governmental Authority or other entity to take or use any Real Property or any part thereof. Seller has complied in all material respects with all notices or orders to correct violations of Legal Requirements issued by any Governmental Authority having jurisdiction against or affecting any of the Real Property.

4.8. Environmental Matters.

4.8.1. Except as disclosed on Schedule 4.8: (a) to the Knowledge of Seller, the Real Property currently complies in all material respects with applicable Environmental Laws; (b) neither the Real Property owned by Seller nor, to the Knowledge of Seller, the Real Property leased by Seller is the subject of any court order, administrative order, agreement or decree arising under any Environmental Law; and (c) the Real Property has not been used by Seller for the generation, storage, discharge or disposal of any Hazardous Substances except as permitted under applicable Environmental Laws. Except as disclosed on Schedule 4.8, Seller has not received any written notice from any Governmental Authority alleging that any parcel of the Real Property is in violation of any Environmental Law or has been placed on the National Priorities List, and no claim based on any applicable Environmental Law has been asserted to Seller in writing in the past or is currently pending or, to the Knowledge of Seller, threatened, with respect to any Real Property.

4.8.2. Seller has provided Buyer with complete and correct copies of (a) all studies, reports, surveys or other materials in Seller's possession relating to the presence or alleged presence of Hazardous Substances at, on or affecting the Real Property, (b) all notices or other materials in Seller's possession that were received from any Governmental Authority administering or enforcing any Environmental Laws relating to Seller's ownership, use or operation of the Real Property or activities at the Real Property and (c) all materials in Seller's possession relating to any litigation or claim by any Person concerning any Environmental Law.

4.9. Compliance with Legal Requirements. Except as disclosed on Schedule 4.9:

4.9.1. The ownership, leasing and use of the Assets as they are currently owned, leased and used, and the conduct of the Business as it is currently conducted, do not violate or infringe in any material respect any applicable Legal Requirements (other than Legal Requirements with respect to the regulation of rates charged to subscribers of the Systems, as to which the representations and warranties set forth in subsection 4.9.10 will exclusively apply).

4.9.2. A valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has been duly and timely filed with the proper Governmental Authority with respect to all Franchises that have expired prior to, or will expire within 30 months after, the date of this Agreement.

4.9.3. Seller has complied in all material respects, and the Business is in compliance in all material respects, with the specifications set forth in Part 76, Subpart K of the rules and regulations of the FCC.

4.9.4. Seller has made timely filings and has paid the proper copyright fees with respect to the Business under Section 111 of the Copyright Act of 1976, and the Systems qualifies for the compulsory license under such Section 111.

4.9.5. The carriage of all television station signals (other than satellite superstations) by the Systems are permitted by valid retransmission consent agreements or by must-carry elections by broadcasters.

4.9.6. The Systems and the Business are in compliance with the Subscriber Privacy Act set forth at Section 631 of the Communications Act (47 U.S.C. Section 551, et seq.).

4.9.7. The Systems are not subject to effective competition under the Communications Act.

4.9.8. No Governmental Authority has notified Seller of its application to be certified to regulate rates with respect to the Systems as provided in 47 C.F.R. Section 76.910.

4.9.9. No Governmental Authority has notified Seller that it has been certified and has adopted regulations required to commence regulation with respect to any System as provided in 47 C.F.R. Section 76.910(c)(2).

4.9.10. The Systems are in compliance in all material respects with the FCC rules currently in effect implementing the cable television rate regulation provisions of the Communications Act.

4.9.11. To Seller's Knowledge, and except as set forth in the AT&T Late Fee Settlement, no reduction of rates or refunds to subscribers is required as of the date hereof.

4.9.12. Seller is in compliance in all material respects with its obligations under 47 C.F.R. Part 17 concerning the construction, marking and lighting of antenna structures used by Seller in connection with the operation of the Systems.

4.9.13. Seller has made timely filings required under applicable Legal Requirements to be made in connection with the Governmental Permits, including FCC Forms 320, 159 and 395, if applicable.

4.9.14. Where required, appropriate authorizations from the FCC have been obtained for the use of all aeronautical frequencies in use in the Systems (and Seller will provide to Buyer a schedule of such aeronautical frequencies in use in the Systems prior to the Closing), and the Systems are presently being operated in compliance with such authorizations, and all required certificates, permits and clearances, including from the FAA, with respect to towers, earth stations, business radio and frequencies utilized and carried by the Systems have been obtained.

4.10. Intellectual Property. Except for Excluded Assets and except as described on Schedule 4.10, Seller does not possess any Intellectual Property material to the operation of the Business, and Seller is not a party to any material license or royalty agreement with respect to any patent, trademark or copyright except for licenses respecting program material and obligations under the Copyright Act of 1976 applicable

to cable television systems generally and commercially available software. The Business and the Systems have been operated in such a manner so as not to violate or infringe in any material respect upon the rights of, or give rise to any rightful claim of any Person for copyright, trademark, service mark, patent, license, trade secret infringement or the like. Seller owns or possesses licenses or other rights to use all Intellectual Property necessary to the operation of the Business as presently conducted without any conflict with, or infringement of, the rights of others. Except as disclosed on Schedule 4.10, there is no claim pending or, to Seller's Knowledge, threatened with respect to any Intellectual Property.

4.11. Financial Statements. Seller has delivered to Buyer correct and complete copies of the unaudited balance sheets and unaudited statements of operations for the Systems and the Business as of and for the 12-month periods ended December 31, 1999 and December 31, 2000 (the "Financial Statements"). Seller has also delivered to Buyer correct and complete copies of capital expenditures summaries for the Systems and the Business for the 12-month periods ended December 31, 1999 and December 31, 2000. The Financial Statements fairly present, in all material respects, Seller's financial position and results of operations as of the dates and for the periods indicated, subject to normal year-end adjustments, allocations and accruals (none of which are deemed to be material to the operating cash flow of Seller as reflected in its statements of operations). The Financial Statements have been prepared in accordance with GAAP, except that they do not (a) reflect income taxes, (b) contain a statement of cash flows, (c) contain footnotes, or (d) fully reflect the allocation of AT&T Corp.'s purchase price to acquire Tele-Communications, Inc. for the 1999 period. Such purchase price allocations would primarily affect franchise costs, property and equipment, depreciation and amortization.

4.12. Absence of Certain Changes. Except as disclosed on Schedule 4.12, or as disclosed by or reserved against in the most recent balance sheet included in the Financial Statements, since December 31, 2000: (a) no event or circumstance has occurred which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or materially adversely affect any of the Systems; (b) Seller has operated the Business only in the ordinary course; and (c) there has been no sale, assignment or transfer of any material Assets, or any theft, damage, removal of property, destruction or casualty loss which might be expected to materially adversely affect the Business or the Systems, (d) there has been no waiver or release of any material right or claim of Seller against any third party, (e) there has been no amendment or termination of any Governmental Permit, and (f) there has been no agreement by Seller to take any of the actions described in the preceding clauses (a) through (e), except as contemplated by this Agreement.

4.13. Legal Proceedings. Except as disclosed on Schedule 4.13: (a) there is no claim, investigation or litigation pending or, to Seller's Knowledge, threatened, by or before any Governmental Authority or arbitration tribunal against Seller which, if adversely determined, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement; and (b) there is not in existence

any judgment or order requiring the Seller to take or to refrain from taking any action of any kind with respect to or otherwise affecting the Assets or the operation of the Business, or to which Seller, the Business, the System or the Assets are subject or by which they are bound or affected that, in either case, would have a Material Adverse Effect, would materially adversely affect any of the Systems or would materially adversely affect the ability of Seller to perform its obligations under this Agreement or the Transaction Documents. Seller is not in default or violation of, and no event or condition exists which, with notice or lapse of time or both, could become or result in a default under or a violation of, any judgment, award or order of any Governmental Authority or arbitration tribunal binding upon Seller.

4.14. Tax Returns; Other Reports. Seller has duly and timely filed all federal, state, local and foreign Tax returns and other Tax reports required to be filed by Seller, and has timely paid all Taxes which have become due and payable, whether or not so shown on any such return or report, the failure of which to be filed or paid could adversely affect or result in the imposition of an Encumbrance upon the Assets, except such amounts as are (a) being contested diligently and in good faith and for which an adequate reserve has been established, or (b) are not in the aggregate material. Seller has received no notice of, nor does Seller have any Knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing Governmental Authority which could affect or result in the imposition of an Encumbrance upon the Assets.

4.15. Employment Matters.

4.15.1. Seller has complied in all material respects with all applicable Legal Requirements relating to the employment of labor, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), continuation coverage requirements with respect to group health plans, and those relating to wages, hours, collective bargaining, unemployment insurance, worker's compensation, equal employment opportunity, age, sex, race and disability discrimination, immigration control and the payment and withholding of Taxes, and Seller is not liable for any arrearages of wages or any Taxes or any penalties for failure to comply with any of the foregoing for which Buyer will have any liability after the Closing.

4.15.2. For purposes of this Agreement, "Seller Plans" means each employee benefit plan (as defined in Section 3(3) of ERISA) or any multiemployer plan (as defined in Section 3(37) of ERISA) which is sponsored or maintained by Seller or its Affiliates or to which Seller contributes, and which benefits System Employees. The Seller Plans in which any System Employee participates are disclosed on Schedule 4.15. None of Seller, any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA), is in violation of any provision of ERISA or the Code for which Buyer will have any liability after the Closing Date. No material (i) "reportable event" described in Sections 4043(c)(1), (2), (3), (5), (6), (7), (10) and (13) of ERISA, (ii) non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code), (iii) "accumulated

funding deficiency" (as defined in Section 302 of ERISA) or (iv) "withdrawal liability" (as determined under Section 4201 et seq. of ERISA) has occurred or exists and is continuing with respect to any Seller Plan other than a multiemployer plan (as defined in Section 3(37) of ERISA), or, to the Knowledge of Seller or any of its ERISA Affiliates, any Seller Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA). After the Closing, none of Buyer and any of Buyer's ERISA Affiliates will be required, under ERISA, the Code, any collective bargaining agreement or this Agreement, to establish, maintain or continue any Seller Plan currently maintained by Seller or any of its ERISA Affiliates. "ERISA Affiliate" means, as to any Person, any trade or business, whether or not incorporated, which together with such Person would be deemed a single employer as determined under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended.

4.15.3. Except as disclosed on Schedule 4.15, as of the date of this Agreement, no collective bargaining agreements are applicable to any System Employee and Seller has no duty to bargain with any labor organization with respect to any System Employees. Except as disclosed on Schedule 4.15, as of the date of this Agreement, there are not pending, or to Seller's Knowledge, threatened, any labor disputes, unfair labor practice charges against Seller, any demand for recognition or any other request or demand from a labor organization for representative status with respect to any System Employee. Except as disclosed on Schedule 4.15, Seller has no employment agreements, either written or oral, with any System Employee.

4.16. System Information. With respect to each of the Systems, disclosed on Schedule 4.16 are (a) the approximate number of plant and fiber miles (aerial and underground) for the System, (b) the minimum bandwidth capability of the System, (c) the stations and signals carried by the System, (d) the channel position of each such signal and station (including a designation of which broadcast stations are distributed pursuant to a retransmission consent and which are distributed pursuant to a must-carry election), and (e) the approximate number of digital and @Home subscribers, analog Pay TV subscribers and Pay TV units, which information is true and correct in all material respects, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Also disclosed on Schedule 4.16 are the approximate number of homes passed by the System, and the approximate number of Equivalent Basic Subscribers of the System as of the applicable dates specified therein. Seller has delivered to Buyer information on the channel lineups and the monthly rates charged for each class of service for the Systems (including installation charges), which information is true, complete and correct, in each case as of the applicable dates specified therein and subject to any qualifications set forth therein. Seller has implemented, or will implement in accordance with its operating budget and the schedule of rate increases provided to Buyer, any rate increases for calendar year 2001 set forth in its operating budget or such schedule. Disclosed on Schedule 4.16 is a list of all promotions and offers of discounts made by Seller in the 12 months prior to the date of this Agreement with respect to the Systems, which list is true, complete and correct in all material respects as of the date of this Agreement.

4.17. Finders and Brokers. Other than Daniels & Associates (whose fees will be paid by Seller), Seller has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Buyer could be liable.

4.18. Disclosure. Any item required to be disclosed on more than one Schedule to this Agreement will be deemed properly disclosed on all such Schedules if it is disclosed on any Schedule to this Agreement.

4.19. Accounts Receivable. The accounts receivable included in the Assets have not been assigned to or for the benefit of any other Person. Such accounts receivable arose and will arise from bona fide transactions in the ordinary course of business.

4.20. Inventory. Seller has, and at the Closing will have, and there will be maintained by the Systems and the Assets will include at Closing, an inventory of spare parts and other materials (including analog and digital converters and DOCSIS compliant cable modems) relating to the Systems of the type and nature and maintained at a level consistent with past practices in the ordinary course of business and otherwise in accordance with AT&T practices (which level will include any inventory maintained for the Systems, consistent with past practices, in regional warehouses or distribution centers located outside of the Service Area).

4.21. Books and Records. All Books and Records of Seller required to be maintained by applicable Legal Requirement are complete in all material respects.

5. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants to Seller, as of the date of this Agreement and as of the Closing, as follows:

5.1. Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite power and authority to carry on its business as currently conducted and to own, lease, use and operate its assets. Buyer is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the character of the properties owned, leased or operated by it or the nature of the activities conducted by it makes such qualification necessary, except any such jurisdiction where the failure to be so qualified and in good standing would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement.

5.2. Authority and Validity. Buyer has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and the Transaction Documents. The execution and delivery by Buyer of, the performance by Buyer of its obligations under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party have been duly authorized by

all requisite entity action. This Agreement is, and when executed and delivered by Buyer, the Transaction Documents will be, the valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except insofar as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

5.3. No Conflicts; Required Consents. Subject to the receipt of any consent or the expiration or termination of the applicable waiting period under the HSR Act, the execution and delivery by Buyer, the performance of Buyer under, and the consummation by Buyer of the transactions contemplated by, this Agreement and the Transaction Documents to which Buyer is a party do not and will not: (a) violate any provision of the organizational documents of Buyer; (b) violate any material Legal Requirement; or (c) require any consent, waiver, approval or authorization of, or any filing with or notice to, any Person.

5.4. Acknowledgment by Buyer. Buyer understands that the representations and warranties of the Seller contained in this Agreement will only survive the Closing as set forth in Section 10.1 and constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with the transaction contemplated hereby. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS OR LIABILITIES OF THE BUSINESS ARE SPECIFICALLY DISCLAIMED BY SELLER.

5.5. Finders and Brokers. Buyer has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Seller could be liable.

5.6. Legal Proceedings. There are no claims, actions, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened, by or before any Governmental Authority, or any arbitrator, by, against, affecting or relating to Buyer which, if adversely determined, would restrain or enjoin the consummation of the transactions contemplated by this Agreement or declare unlawful the transactions or events contemplated by this Agreement or cause any of such transactions to be rescinded.

6. ADDITIONAL COVENANTS.

6.1. Access to Premises and Records. Between the date of this Agreement and the Closing Date, upon reasonable advance notice from Buyer to Seller, Seller will give Buyer and its representatives reasonable access during normal business hours to all the premises and the Books and Records of the Business, to all the Assets, to the general managers of the Systems, and to other AT&T corporate personnel to the extent

reasonably necessary to effect a transition of the operations of the Systems to Buyer following the Closing, and will furnish to Buyer and its representatives all information regarding the Business, the Assets and, to the extent reasonably necessary to effect any transition with respect to any Excluded Assets, the Excluded Assets, as Buyer may from time to time reasonably request. All requests for access to AT&T corporate personnel will be made to Ms. Patty Conroy, at 303-858-3609.

6.2. Continuity and Maintenance of Operations; Financial Statements. Except as Buyer may otherwise consent in writing (which consent will not be withheld unreasonably), until the Closing:

6.2.1. Seller will conduct the Business and operate the Systems only in the ordinary course consistent in all material respects with past practices, and will use commercially reasonable efforts, to (a) preserve the Business intact, including preserving existing relationships with franchising authorities, suppliers, customers and others having business dealings with Seller relating to the Business and (b) keep available the services of the System Employees (but will be under no obligation to incur any costs in addition to what Seller is currently incurring to do so).

6.2.2. Without limiting the generality of the foregoing, Seller will (a) make capital expenditures in the ordinary course of business consistent with its 2001 capital budget (a complete and correct copy of which Seller has provided to Buyer) , as modified as described on Schedule 6.2.2; (b) make the capital expenditures required with respect to the specific capital projects disclosed on Schedule 6.2.2; (c) make any capital expenditures required to comply with the commitments, if any, in the Franchise and Contracts; and (d) make other capital expenditures to the extent reasonably requested by Buyer, up to an aggregate of $2,500,000 and subject to reimbursement by Buyer pursuant to Section 3.2.5. In addition, Seller will deploy digital converter boxes and cable modems in a manner consistent with its past practices and with the practices generally applicable to cable systems owned and operated by AT&T, including with respect to the make and model of such converter boxes and modems.

6.2.3. Seller will maintain the Assets in good repair, order and condition (ordinary wear and tear excepted), will maintain in full force and effect, policies of insurance with respect to the Business in such amounts and covering such risks as customarily maintained by operators of cable television systems of similar size and geographic location as the Systems, and will maintain its books, records and accounts in the ordinary manner on a basis consistent with past practices. Seller will (a) only report and write off accounts receivable in accordance with past practice, (b) withhold and pay when due all Taxes relating to System Employees, the Assets or the System, (c) maintain service quality of the Systems at a level at least consistent with past practices, (d) file with the FCC all reports required to be filed under applicable FCC rules and regulations, and (e) comply in all material respects with all Legal Requirements with respect to the System.

6.2.4. Seller will not, except as disclosed on Schedule 6.2: (a) sell, transfer or assign any material portion of the Assets other than sales in the ordinary

course of business; (b) modify, renew, terminate, suspend or abrogate any Franchises, Licenses or material Contracts (other than those constituting Excluded Assets); (c) enter into any non-ordinary course Contract or commitment involving an expenditure in excess of $75,000, other than Contracts or commitments which are cancellable on 60 days' notice or less without penalty and other than as contemplated by this Agreement; (d) modify its procedures for disconnection and discontinuation of service to subscribers whose accounts are delinquent; (e) increase the compensation or change any benefits available to System Employees, except as required pursuant to existing written agreements or except in the ordinary course of business consistent with past practice or in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer); (f) create, assume or permit to exist any Encumbrance (other than Permitted Encumbrances) on any of the Assets, other than those Encumbrances existing on the date hereof or any Encumbrance which will be released at or prior to the Closing; (g) enter into any collective bargaining agreement covering the System Employees who are not now covered by a collective bargaining agreement (h) enter into any new bonus, stock option, profit sharing, compensation, pension, welfare, retirement, employment or similar agreement, except in the ordinary course of business consistent with past practices, in accordance with an AT&T-wide plan or program (in which case Seller will give prior notice to Buyer) or where required by any Legal Requirement; (i) decrease the rate charged for any level of Basic Service, Expanded Basic Service or any Pay TV, except to the extent required by any Legal Requirement; and (j) solicit any Person to subscribe to any services of the Business other than in the ordinary course of business and consistent with past practices, which shall include promotions or offers of discount of the type disclosed on Schedule 4.16; provided, however, that notwithstanding the foregoing, from and after the date of this Agreement, Seller shall not solicit any Person to subscribe to (or offer to any Person to retain such Person as a subscriber to) any services of the Business in any manner which, directly or indirectly, involves the compromise, write-off or release of any amount due for services previously rendered to such Person by Seller.

6.2.5. Seller will deliver to Buyer, within 20 days following the end of each month prior to the Closing Date, the following unaudited financial reports (by GL number) for the prior month: "New System P&L (expanded)" report, "Field P&L" report, a capital expenditure summary, and a summary installation and disconnect activity report to include Equivalent Basic Subscribers (calculated in a manner consistent with Schedule 4.16) digital subscribers and @Home subscribers, and such other financial reports that Seller regularly prepares in the ordinary course of business as Buyer may reasonably request. All financial reports so delivered will present fairly and accurately, in all material respects, the financial condition and results of operations of the Business for the period of such report and will be prepared in accordance with GAAP on a basis consistent with the Financial Statements except as otherwise noted therein. Further, Seller will deliver to Buyer CSG reports CPRM-006 and CPSM-318 with respect to the Systems for January and March 2001 within 30 days following the end of each such month, and for May 2001, as soon as available, but in no event less than 15 days prior to the anticipated Closing Date.

6.3. Employee Matters. Buyer may, but shall have no obligation to, employ or offer employment to any of the System Employees. All employment-related matters relating to System Employees arising from and after the date of this Agreement will be handled in such manner as Buyer and Seller agree.

6.4. Leased Vehicles and Other Capital Leases. Seller will pay the remaining balances on any leases for vehicles or capital leases included in the Equipment and will deliver title to such vehicles and other Equipment free and clear of all Encumbrances (other than Permitted Encumbrances) to Buyer at the Closing.

6.5. Consents.

6.5.1. Prior to the Closing, Seller will use commercially reasonable efforts to obtain in writing, as promptly as possible and at its expense, all the Required Consents, in form and substance reasonably satisfactory to Buyer and will deliver to Buyer copies of such Required Consents promptly after they are obtained by Seller. Buyer will cooperate with Seller to obtain all Required Consents, but Buyer will not be required to accept or agree or accede to any modifications or amendments to, or changes in, or the imposition of any condition to the transfer to Buyer of any Contract, Franchise, License or other Governmental Permit that are not reasonably acceptable to Buyer. Notwithstanding the foregoing, Buyer will comply with the reasonable requests of Seller and, to the extent required, negotiate in good faith with any Third Party, as necessary for Seller to assign to Buyer in part the rights and obligations under any master Contract disclosed on Schedule 4.6.

6.5.2. Notwithstanding the provisions of Section 6.5.1, Seller will not have any further obligation to obtain Required Consents: (a) with respect to Contracts relating to pole attachments where the licensing party will not, after Seller's exercise of commercially reasonable efforts, consent to an assignment of such Contract but requires that Buyer enter into a new agreement with such licensing authority, in which case Buyer will use its commercially reasonable efforts to enter into such agreement prior to the Closing or as soon as practicable thereafter and Seller will cooperate with and assist Buyer in obtaining such agreements; (b) for any business radio license which Seller reasonably expects can be obtained within 120 days after the Closing and so long as a temporary authorization is available to Buyer under FCC rules with respect thereto and Seller has reasonably cooperated in the filing of assignment applications prior to the Closing; and (c) with respect to leased Real Property, if Seller obtains and makes operational prior to the Closing substitute leased Real Property that is reasonably satisfactory to Buyer.

6.5.3. Buyer and Seller will mutually agree upon their respective obligations with respect to, and ultimate disposition of, any Retained Franchise.

6.5.4. Subject to receiving information necessary from Buyer, Seller will execute and use commercially reasonable efforts to deliver all required FCC Forms 394 to the appropriate Governmental Authorities on or before February 28, 2001.

6.6. Title Commitments and Surveys. After the execution of this Agreement, Buyer may obtain, at its sole expense, (a) commitments for owner's title insurance policies (and if Buyer decides to do so, title insurance) on some or all Real Property owned by Seller and on easements which provide access to each such parcel of Real Property, and (b) an ALTA survey on each parcel of Real Property for which a commitment for a title insurance policy is to be obtained. Seller will provide reasonable assistance in connection with Buyer obtaining such commitments (and title insurance) and surveys, as Buyer may request from time to time (including delivering such affidavits and other documents that the title company or Buyer may reasonable request in order to cause the title company to issue title insurance in favor of Buyer). Without limiting the foregoing, Seller will as soon as practicable after the execution of this Agreement deliver to Buyer such information as shall be reasonably necessary to permit Buyer to order commitments for title insurance on Real Property owned by Seller and Buyer will promptly after receipt of such information order such commitments. If Buyer notifies Seller in writing that the commitment or survey discloses a defect in title that constitutes a breach, or any facts which could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.7, then Seller will promptly commence further investigation and use commercially reasonable efforts to, at its expense, cure the defect prior to the Closing. If Seller, having used such commercially reasonable efforts, is unable to cure the defect prior to the Closing and the Closing occurs, then (i) Buyer and Seller may enter into a written agreement at the Closing mutually acceptable to both parties with respect to Seller's obligation to cure such defect after the Closing, and (ii) any claim for indemnification that Buyer may have with respect to the defect may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.7. HSR Notification. As soon as practicable after the execution of this Agreement, but in any event no later than 30 days after such execution, Seller and Buyer will each complete and file, or cause to be completed and filed, any notification and report required to be filed under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); and each such filing will request early termination of the waiting period imposed by the HSR Act. Each party will bear its own costs incurred with respect to such filings. The parties will use their commercially reasonable efforts to respond as promptly as reasonably practicable to any inquiries received from the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice (the "Antitrust Division") for additional information or documentation and to respond as promptly as reasonably practicable to all inquiries and requests received from any other Governmental Authority in connection with antitrust matters. The parties will use their respective commercially reasonable efforts to overcome any objections which may be raised by the FTC, the Antitrust Division or any other Governmental Authority having jurisdiction over antitrust matters. Notwithstanding the foregoing, neither Buyer nor Seller will be required to make any significant change in the operations or activities of their respective business (or any material assets employed therein) or that of any of their respective Affiliates, if such party determines in good faith that such change would be materially adverse to the operations or activities of such business (or any material assets employed therein), provided such business has significant assets, net worth, or revenue. Each of Buyer and

Seller will coordinate with the other with respect to its filings and will cooperate to prevent inconsistencies between their respective filings and will furnish to each other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions under the HSR Act.

6.8. Notification of Certain Matters. Seller will promptly notify Buyer of any fact, circumstance, event or action by it or otherwise (a) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement or (b) the existence, occurrence or taking of which would result in any of Seller's representations and warranties in this Agreement or any Transaction Document not being true, complete and correct in all material respects when made or at the Closing. Seller will further notify Buyer of (i) any construction programs that Seller becomes aware are undertaken, or proposed or threatened to be undertaken, by any municipality or other cable television, multichannel multipoint distribution systems or multipoint distribution system provider or operator in any franchise area served by the System and (ii) any cable television franchise or other application or request of any Person for a cable television franchise that Seller becomes aware has been submitted or threatened or proposed which relates to any Service Area.

6.9. Risk of Loss; Condemnation.

6.9.1. Seller will bear the risk of any loss or damage to the Assets resulting from fire, theft or other casualty (except reasonable wear and tear) at all times prior to the Closing. If any such loss or damage is so substantial as to prevent normal operation of any material portion of the Systems or the replacement or restoration of the lost or damaged property within 45 days after the occurrence of the event resulting in such loss or damage, Seller will immediately notify Buyer of that fact and Buyer, at any time within 10 days after receipt of such notice, may elect by written notice to Seller either (a) to waive such defect and proceed toward consummation of the transactions contemplated by this Agreement in accordance with terms of this Agreement or (b) terminate this Agreement. If Buyer elects so to terminate this Agreement, Buyer and Seller will be discharged of any and all obligations hereunder. If Buyer elects to consummate the transactions contemplated by this Agreement notwithstanding such loss or damage and does so, there will be no adjustment in the consideration payable to Seller on account of such loss or damage (other than the amount of any insurance deductible), but all insurance proceeds payable as a result of the occurrence of the event resulting in such loss or damage will be delivered by Seller to Buyer, or the rights to such proceeds will be assigned by Seller to Buyer if not yet paid over to Seller.

6.9.2. If, prior to the Closing, all or any portion of the Assets are taken or condemned as a result of the exercise of the power of eminent domain (which shall not be deemed to include the exercise of any right of first refusal in any Franchise), or if a Governmental Authority having such power seeks to condemn a portion of the Assets by proper statutory process (such event being called, a "Taking"), then Seller will promptly so notify Buyer and Buyer may, by giving notice to Seller within 10 days of receiving notice of the Taking, elect, in the name of Seller, to

negotiate for, claim, contest and receive all damages with respect to the Taking. If Buyer so elects, (a) Seller will be relieved of its obligation to convey to Buyer the Assets or interests that are the subject of the Taking, (b) at the Closing, Seller will assign to Buyer all of the Seller's rights (including the right to receive payment of damages) with respect to the Taking and will pay to Buyer all damages previously received by Seller with respect to the Taking, and (c) following the Closing, Seller will give the Buyer such further assurances of such rights and assignment with respect to the Taking as may from time to time reasonably request. If the portion of the Assets subject to such Taking is material to the operation of the Business or the Systems, taken as a whole, Buyer may elect to terminate this Agreement with no liability to Seller.

6.10. Transfer Taxes. Any state or local sales, use, transfer, or documentary transfer Taxes or fees or any other charge imposed by any Governmental Authority (other than any of Seller's income, franchise, gross receipts, corporation, excess profits, rental, devolution, or payroll tax by whatsoever authority imposed or howsoever designated) arising from or payable by reason of the transfer of the Assets contemplated by this Agreement will be shared equally by Buyer and Seller.

6.11. Updated Schedules. Not less than 10 Business Days prior to the projected Closing Date, Seller will deliver to Buyer revised copies of each of the Schedules, except for Schedules 4.15 and 4.16, in each case updated and marked to show any changes occurring between the date of this Agreement and the date of delivery; provided, however, that for purposes of Seller's representations and warranties and covenants in this Agreement, all references to the Schedules will mean the version of the Schedules attached to this Agreement on the date of signing, and provided, further, that if the effect of any such updates to Schedules is to disclose any one or more additional properties, privileges, rights, interests or claims not included on the Schedules as of the date of this Agreement, Buyer will have the right (to be exercised by written notice to Seller at or before the Closing) to cause any one or more of such items to be designated as and deemed to constitute Excluded Assets for all purposes under this Agreement unless such items are Contracts that were not required to be scheduled or that were entered into after the date of this Agreement in accordance with the terms of this Agreement.

6.12. Use of Seller's Name. Seller and its Affiliates will retain all rights with respect to the names "AT&T," "Tele-Communications, Inc." and "TCI" or any and all derivations thereof after the Closing. Buyer will remove or delete such names or any and all derivations thereof from the Business and Assets as soon as reasonably practicable, but in any event by the 120th day following the Closing. Notwithstanding the foregoing, nothing in this Section 6.12 will require Buyer to remove or discontinue using any such name or mark that is affixed to converters or other items in consumer homes or properties on the Closing Date, or as are used in a similar fashion which makes such removal or discontinuation impracticable, provided that Buyer makes a reasonable effort to request and provides necessary materials to enable subscribers to cover or remove names and marks affixed to such converters and other items.

6.13. Transitional Billing Services. Seller will provide to Buyer, upon request, access to and the right to use its billing system computers, software and related fixed assets ("Transitional Billing Services") in connection with the System for a period of up to 180 days following the Closing to allow for conversion of existing billing arrangements. Buyer will notify Seller at least 30 days prior to the Closing as to whether it desires Transitional Billing Services from Seller. Buyer will reimburse Seller for all direct expenses incurred by Seller in providing the Transitional Billing Services.

6.14. Transition of High Speed Data Services; Other Transitional Matters. Seller and Buyer will cooperate in good faith to establish a mutually agreeable plan to allow for the conversion of high speed data customers from Seller to Buyer. Seller will take such action as Buyer reasonably requests with respect to such conversion, and Buyer will reimburse Seller for all direct expenses incurred by Seller in complying with such requests. Between the date of this Agreement and the Closing, Seller and Buyer will further cooperate in good faith with respect to such other matters as necessary to provide for the orderly transition of the Business from Seller to Buyer at the Closing.

6.15. Certain Notices. Seller will duly and timely file a valid request to invoke the formal renewal provisions of Section 626(a) of the Communications Act with the appropriate Governmental Authority with respect to all Franchises of the Business that will expire within 35 months after any date between the date of this Agreement and the Closing Date.

6.16. Satisfaction of Conditions. Each party will use commercially reasonable efforts to satisfy, or to cause to be satisfied, the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement, as set forth in Section 7, as soon as practicable and in order to permit the Closing to occur on or prior to the Target Closing Date.

6.17. Bulk Transfers. Buyer and Seller each waive compliance by the other with Legal Requirements relating to bulk transfers that may be applicable to the transactions contemplated hereby.

6.18. Programming Matters.

6.18.1. Buyer will execute and deliver to Seller such documents as may be reasonably requested by Seller to comply with the requirements of its programming Contracts and channel line-up requirements with respect to divestitures of cable television systems (other than agreements to assume such programming Contracts or make any payments or commitments or assume any obligations thereunder). Seller will execute and deliver such documents as may be reasonably requested by Buyer to comply with the requirements of its programming Contracts and channel line-up requirements with respect to acquisitions of cable television systems. Neither party will be required to make any payments to the other's programmers in the fulfillment of its obligations under this Section 6.18.

6.18.2. Seller will reasonably cooperate with Buyer, at Buyer's request, in connection with Buyer's efforts to (a) negotiate with programming providers with respect to on-going support provided by such programmers for programming services carried by the Systems, and (b) obtain carriage agreements with respect to digital programming services provided by the Systems that Buyer intends to continue to offer after the Closing.

6.19. Cooperation as to Rates and Fees.

6.19.1. After the Closing, notwithstanding the terms of Section 10.4, Buyer will have the right at its own expense to assume control of the defense of any rate proceeding with respect to the Systems that remains pending as of the Closing or that arises after the Closing but relates to the pre-Closing operation of the Systems; provided that Seller may complete the pending AT&T Late Fee Settlement and the defense of such litigation as it relates to the Systems will not be turned over to Buyer. Buyer will promptly notify Seller regarding the commencement of any such rate proceeding relating to the pre-Closing operation of the Systems. In any such rate proceeding involving the Systems, Seller will cooperate in such proceeding and promptly deliver to Buyer all information reasonably requested by Buyer as necessary or helpful in such proceeding.

(a) If Buyer elects to assume control of the defense of any such rate proceeding, then (i) Seller will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) Buyer will have the right to settle any rate proceeding relating to the pre-Closing operation of the Systems unless under such settlement Seller would be required to bear liability with respect to the pre-Closing time period, in which event such settlement will require Seller's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

(b) If Buyer does not elect to assume control of the defense of any such rate proceeding, then (i) Buyer will have the right to participate, at its expense, in the defense in such rate proceeding, and (ii) without the prior consent of Buyer (which will not be unreasonably withheld, conditioned or delayed), Seller will not settle such rate proceeding if such settlement would require Buyer to bear any liability or would adversely affect the rates to be charged by Buyer. In any such rate proceeding involving the Systems, Buyer will cooperate in such proceeding and promptly deliver to Seller all information in its possession that is reasonably requested by Seller as necessary or helpful in such proceeding.

6.19.2. If Seller is required, following the Closing, pursuant to any Legal Requirement, settlement or otherwise, including the AT&T Late Fee Settlement, to reimburse or provide in-kind or another form of consideration to any subscribers of the Systems in respect of any subscriber payments previously made by them, including fees for cable television service, late fees and similar payments, Buyer agrees that it will make such reimbursement or provide such in-kind or other form of consideration

through Buyer's billing system on terms specified by Seller, and Seller will reimburse Buyer for all such payments and other consideration made by Buyer following the Closing and for Buyer's reasonable out-of-pocket expenses incurred in connection therewith. Such reimbursement will be reflected in the Final Adjustments Report, to the extent then known. For expenses incurred after completion of the Final Adjustments Report, Seller will reimburse Buyer within 60 days after receipt of a statement therefor. Buyer will provide Seller with all information in Buyer's possession that is reasonably required by Seller in connection with such reimbursement.

6.20. Cooperation on Pending Litigation. With respect to any defense or prosecution of any litigation or legal proceeding with respect to the Systems that relates to the period prior to the Closing Time and for which Seller and its Affiliates are responsible pursuant to this Agreement, Buyer will cooperate with and assist Seller and its Affiliates, upon reasonable request, by making witnesses available and providing all information in its possession (including, upon reasonable advance notice, access to employees with information regarding such proceedings and access to books and records that may relate to the proceedings, in each case without interfering in any material respect with the conduct of Buyer's business) that Seller and its Affiliates may reasonably require in connection with such litigation or legal proceedings or in response to any complaint, claim, inquiry, order or requirements of any Governmental Authority or other Third Party.

6.21. Confidentiality.

6.21.1. Neither Buyer nor Seller will, nor will it permit any of its Affiliates to, issue any press release or make any other public announcement or any oral or written statements to Seller's employees concerning this Agreement or the transactions contemplated hereby except as required by applicable Legal Requirements, without the prior written consent of the other party. Each party will hold, and will cause its employees, consultants, advisors and agents to hold, the terms of this Agreement in confidence; provided that (a) such party may use and disclose such information once it has become publicly disclosed (other than by such party in breach of its obligations under this Section) or which rightfully has come into the possession of such party (other than from the other party) and (b) to the extent that such party may be compelled by Legal Requirements to disclose any of such information, but the party proposing to disclose such information will first notify and consult with the other party concerning the proposed disclosure, to the extent reasonably feasible. Each party also may disclose such information to employees, consultants, advisors, agents and actual or potential lenders or investors whose knowledge is necessary to facilitate the consummation of the transactions contemplated by this Agreement. The obligation by either party to hold information in confidence pursuant to this Section will be satisfied if such party exercises the same care with respect to such information as it would exercise to preserve the confidentiality of its own similar information.

6.21.2. All information concerning the Business or Assets obtained by Buyer or its Affiliates pursuant to or in connection with negotiation of this Agreement will be used by Buyer and its Affiliates solely for purposes related to this Agreement

and, in the case of nonpublic information, will, except as may be required for the performance of this Agreement or by Legal Requirement, be kept in strict confidence by Buyer and its Affiliates in accordance with the terms of the letter agreement dated October 24, 2000, which letter agreement is hereby incorporated in this Agreement by reference. Any breach of such letter agreement will be deemed a material breach of this Agreement.

6.22. Lien Searches. Promptly after the Effective Date, Seller will provide to Buyer copies of Requests for Information or Copies (Form UCC-11) (or a similar search report acceptable to Buyer) (each, a "Lien Search") listing all judgments and tax liens, and all effective financing statements with respect to any of the Assets, which name as debtor either Seller, any of its Affiliates which operate cable television businesses in each Service Area for which the respective Lien Search is made, AT&T Broadband, LLC, or Tele-Communications, Inc.. Seller will exercise commercially reasonable efforts to remove Encumbrances (other than a Permitted Encumbrance or an Encumbrance which will be terminated or released at or prior to the Closing) prior to the Closing. If such Encumbrance cannot be removed prior to the Closing and if Buyer elects to waive such Encumbrance and proceed towards consummation of the transaction in accordance with this Agreement (such election to proceed to be exercised by Buyer in its reasonable discretion), Buyer and Seller will enter into a written agreement at the Closing containing the commitment of Seller to use commercially reasonable efforts to remove the Encumbrance following the Closing on terms satisfactory to Buyer in its reasonable discretion or such other agreement mutually acceptable to the parties.

6.23. No Solicitation. Between the date of this Agreement and the Closing Date, Seller will not, and will cause its respective shareholders, 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 Systems or the Business, engage in any negotiations concerning, or provide to any other Person any information or data relating to the Systems, the 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 directly or indirectly of all or substantially all of the Assets, the Systems or the Business.

6.24. Systems' Financial Statements. Seller will use commercially reasonable efforts to deliver to Buyer (a) audited consolidated financial statements for the Business for the years ended December 31, 1998, 1999 and 2000, not later than April 17, 2001, and (b) unaudited consolidated financial statements for the three months ended March 31, 2001, not later than May 1, 2001, all in a form conforming to SEC rules. All accounting costs and fees incurred by reason of the preparation of such financial statements will be borne by Buyer. Seller hereby consents to (i) the inclusion by Buyer of the Systems' financial statements, if required to be so included by Buyer, in any report required to be filed by Buyer with the Securities and Exchange Commission ("SEC"), National Association of Securities Dealers' Automated Quotations

("NASDAQ") System or any stock exchange pursuant to applicable law, rule or regulation, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and (ii) the disclosure by Buyer of the Systems' financial statements to Buyer's public and private debt and equity financing sources. Seller will request, and use commercially reasonable efforts at no out-of-pocket cost to Seller to obtain, the consent of the independent public accountants of Seller to the inclusion of the Systems' financial statements in any report required to be filed by Buyer with the SEC, NASDAQ System or stock exchange.

6.25. Environmental Assessments.

6.25.1. Buyer may, at its sole expense, commission a qualified engineering firm to conduct an assessment in accordance with ASTM Standard E1527-00, and including an evaluation for asbestos and asbestos containing materials, with respect to any or all owned parcels of Real Property. If Buyer notifies Seller in writing as soon as is reasonably practicable after the date Buyer receives the assessment with respect to a parcel of owned Real Property that the assessment discloses an environmental condition that (a) constitutes a breach, or could be reasonably expected to result in a breach, of the representations of Seller contained in Section 4.8 or (b) could reasonably be expected to impair the use or value of such Real Property for the continued operations of the Business or subject Buyer to any Losses if Buyer consummates this Agreement, then Seller shall promptly commence further investigation and use commercially reasonable efforts at its expense to cure the condition prior to the Closing, provided that Seller shall have no obligation to spend more than $25,000,000 (the "Maximum Remediation Amount") in the aggregate in its attempt to cure all such conditions. If Seller exercises its right not to cure such conditions because the aggregate cost would exceed the Maximum Remediation Amount, Buyer may (a) terminate this Agreement with no cost or obligation on the part of Buyer, or (b) waive the obligation to cure, in which event Buyer will receive a credit at the Closing in the amount, if any, by which the Maximum Remediation Amount exceeds the aggregate amount paid by Seller to third parties in connection with curing such conditions, and Buyer will assume all liabilities and obligations in connection with such conditions. If the foregoing is inapplicable because (i) the aggregate amount to cure all conditions does not exceed the Maximum Remediation Amount or (ii) Seller does not exercise its right not to cure conditions that exceed the Maximum Remediation Amount, and Seller having used commercially reasonable efforts is unable to cure all conditions prior to the Closing, then (A) Seller shall remain obligated to cure as promptly as reasonably practicable after the Closing all such remaining conditions, and (B) Buyer may seek indemnification with respect to any breach of this post-Closing obligation and such claim for indemnification may be brought without the requirement that such claims meet or exceed the Threshold Amount.

6.25.2. In the event this Agreement is terminated or fails to close in accordance with its terms, Buyer agrees to repair any damage or disturbance it causes to the Real Property in the course of such investigative activities by returning such Real Property to approximately the same condition as existed prior to such investigative activities. Buyer will indemnify, defend and hold Seller free and harmless from and

against any and all Losses of any type arising directly out of any act or omission of Buyer or any of Buyer's representatives on or about the Real Property in the course of such investigative activities.

6.25.3. All information collected and generated as a result of the environmental due diligence authorized by Section 6.25.1 will be subject to the terms and conditions of Section 6.21 of this Agreement. Buyer will provide to Seller copies of all reports, assessments and other information composed or compiled by Buyer's environmental consultants within five Business Days after Buyer's receipt of copies thereof.

6.26. Marketing Efforts. Seller will continue to market digital video services and the cable modem services provided through @Home in the ordinary course of business consistent with past practices.

6.27. Expired Leases. Seller will exercise commercially reasonable efforts prior to the Closing to obtain written renewals or extensions for at least one year following the Closing of all leases of Real Property that will have expired prior to the Closing.

6.28. System Telephone Services. Prior to the Closing, Buyer will select a vendor for the provision, and arrange for the transition, of all telephony services (e.g., long distance, data circuits, and 800 number) used in connection with the operation of the Systems. If Buyer fails to effect the transition of telephony services to its selected vendor as of the Closing Date, then Buyer will reimburse Seller for all direct charges incurred by Seller after the Closing with respect to telephony services used in connection with the operation of the Systems or in the conduct of the Business.

7. CONDITIONS TO CLOSING.

7.1. Conditions to the Obligations of Buyer and Seller. The obligations of each party to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following, which may be waived by the parties to the extent not prohibited by applicable Legal Requirements:

7.1.1. HSR Act Filings. All filings required under the HSR Act have been made and the applicable waiting period has expired or been earlier terminated without the receipt of a formal complaint or objection by the Antitrust Division or the FTC.

7.1.2. Absence of Legal Proceedings. No suit, action or proceeding is pending or threatened by any Person, no judgment has been entered and not vacated by any Governmental Authority and no Legal Requirement has been enacted, promulgated or issued or become or deemed applicable to any of the transactions contemplated by this Agreement by any Governmental Authority, which prevents or makes illegal, or is reasonably likely to prevent or make illegal, the purchase and sale of the Assets contemplated by this Agreement. No party will assert that this condition has not been satisfied by reason of any suit, action or proceeding pending or threatened

against Seller by any Governmental Authority with respect to a Franchise or the proposed assignment thereof, provided that the conditions set forth in Section 7.2.4 and 7.3.4 have been satisfied or waived.

7.2. Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions, which may be waived by Buyer to the extent not prohibited by applicable Legal Requirements:

7.2.1. Accuracy of Representations and Warranties. The representations and warranties of Seller in this Agreement, are true in all respects without giving effect to any qualifications related to materiality or Knowledge, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except for any representation or warranty which is made as of a specified date, which representation or warranty will be so true and correct as of such specified date; provided, this condition will be deemed satisfied if all such untrue or incorrect representations and warranties in the aggregate, do not have a Material Adverse Effect.

7.2.2. Performance of Agreements. Seller in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Seller at or prior to the Closing.

7.2.3. Deliveries. Seller shall have delivered the items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.2.

7.2.4. Required Consents.

(a) As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises (as defined in Schedule 7.2.4) shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

(b) Except as otherwise provided in Section 6.5.2, Buyer shall have received all of the Required Consents marked with an asterisk on Schedule 4.3 (other than Required Consents with respect to Franchises, as to which subsection (a) above shall apply).

7.2.5. Subscribers. The number of Equivalent Basic Subscribers served by the Systems (including those served under Retained Franchises) is not less than 85% of the Subscriber Threshold.

7.2.6. Material Adverse Effect. During the period from the date of this Agreement through and including the Closing Date, there shall not have occurred

and be continuing any event or events having, individually or in the aggregate, a Material Adverse Effect.

7.2.7. Franchise Extensions. Seller shall have obtained for each Franchise for which a valid request to invoke the formal renewal provisions under Section 626(a) of the Communications Act has not been timely filed with the appropriate Governmental Authority either (a) a renewal or extension of such Franchise for a period expiring no earlier than three years after the Closing Date, or (b) a written confirmation from the appropriate Governmental Authority that the procedure established by Section 626(a) of the Communications Act nonetheless will apply to the renewal of such Franchise.

7.2.8. Lease Extensions. Seller shall have obtained extensions of at least one year with respect to the expired Real Property leases designated with an asterisk on Schedule 4.7.

7.2.9. Other. Such other conditions as Buyer and Seller may agree.

7.3. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or before the Closing, of the following, which may be waived by Seller, to the extent not prohibited by applicable Legal Requirements:

7.3.1. Accuracy of Representations and Warranties. The representations and warranties of Buyer in this Agreement and in any Transaction Document, if specifically qualified by materiality, are true in all respects and, if not so qualified, are true in all material respects, in each case at and as of the Closing with the same effect as if made at and as of the Closing, except where the failure to be so true would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to perform its obligations hereunder.

7.3.2. Performance of Agreements. Buyer in all material respects shall have performed and complied with each obligation, agreement, covenant and condition required by this Agreement to be performed or complied with by Buyer at or prior to the Closing.

7.3.3. Deliveries. Buyer shall have delivered the payment, items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 8.3.

7.3.4. Required Consents. As of the Closing Date, the number of Equivalent Basic Subscribers served by Retained Franchises shall not exceed 10% of the Subscriber Threshold; provided that Buyer may at any time designate any Franchise as a non-Retained Franchise, in which event such non-Retained Franchise shall be transferred to Buyer at the Closing in accordance with the provisions of this Agreement and shall not be subject to any provisions relating to Retained Franchises.

8. CLOSING.

8.1. Date, Time and Place of the Closing.

8.1.1. The Closing will be held on a date mutually selected by Buyer and Seller which is no less than five nor more than 10 Business Days following the date all conditions to the Closing contained in this Agreement (other than those based on acts to be performed at the Closing) have been satisfied or waived; provided, however, that (a) either party may postpone the Closing Date until the last day of the month in which all such conditions are satisfied or waived; (b) if all such conditions are satisfied or waived such that the Closing could occur prior to the Target Closing Date, either party may postpone the Closing Date to a date not later than the Target Closing Date; (c) Buyer may (i) postpone the Closing through the later of (A) August 31, 2001 and (B) the date which is 60 days after all conditions to the Closing contained in this Agreement have been satisfied or waived, if there shall have occurred a Financial MAC, (ii) postpone the Closing to a date not later than 75 days after receipt of the audited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before April 17, 2001, and (iii) postpone the Closing to a date not later than 60 days after receipt of the unaudited financial statements contemplated by Section 6.24, if such financial statements are not received by Buyer, through no fault of Buyer, on or before May 1, 2001.

8.1.2. The Closing will be held at 9:00 a.m., local time, at Buyer's counsel's office located at 1221 Avenue of the Americas, New York, New York 10020, or at such other place and time as Buyer and Seller may agree.

8.2. Seller's Delivery Obligations . At the Closing, Seller will deliver (or cause to be delivered) to Buyer the following:

(a) Bill of Sale and Assignment and Assumption Agreements in substantially the form of Exhibit A to this Agreement (the "Bills of Sale");

(b) A special or limited warranty (or local equivalent) deed in a form reasonably acceptable to Buyer (and complying with applicable state laws) with respect to each parcel of Real Property which is owned by Seller, duly executed and acknowledged and in recordable form, warranting only to defend title to such owned Real Property in the peaceable possession of Buyer against all persons claiming by, through or under Seller, subject, however, to any Permitted Encumbrances, and in form sufficient to permit the applicable title company to issue the title policies requested by Buyer, together with any title affidavit reasonably required by the title insurer that does not expand the aforesaid limited or special warranty of Seller;

(c) Title certificates to all vehicles included among the Assets, endorsed for transfer of valid and good title to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), and separate bills of

sale or other transfer documentation for such vehicles, if required by the laws of the states in which such vehicles are titled;

(d) A certificate, dated the Closing Date, signed by an authorized Person on behalf of Seller, stating that, to Seller's Knowledge, the conditions set forth in Sections 7.2.1 and 7.2.2 are satisfied;

(e) Certified resolutions of the Board of Directors or other evidence reasonably satisfactory to Buyer that Seller has taken all corporate action necessary to authorize this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby;

(f) A FIRPTA Non-Foreign Seller Certificate from Seller certifying that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 reasonably satisfactory in form and substance to Buyer;

(g) Evidence reasonably satisfactory to Buyer that all Encumbrances (other than Permitted Encumbrances) affecting or encumbering the Assets have been terminated, released or waived, as appropriate, or original, executed instruments in form reasonably satisfactory to Buyer effecting such terminations, releases or waivers;

(h) All Books and Records, delivery of which will be deemed made to the extent such Books and Records are then located at any of the offices of the Systems included in the Real Property;

(i) A certificate executed by the secretary or assistant secretary of Seller authenticating Seller's organizational documents, certifying as to the incumbency, and authenticating the signatures, of those persons executing this Agreement and certificates or other documents delivered hereunder on behalf of Seller;

(j) A certificate as of a recent date from the appropriate office of the state of organization of each Seller and the state in which the Business is operated as to the good standing of such Seller;

(k) An opinion of in-house counsel for Seller, in a form reasonably acceptable to Buyer;

(l) An opinion of Cole Raywid & Braverman, FCC counsel to Seller, in a form reasonably acceptable to Buyer;

(m) A noncompetition agreement in the form of Exhibit B to this Agreement; and

(n) Such other documents as Buyer may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement.

8.3. Buyer's Delivery Obligations . At the Closing, Buyer will deliver (or cause to be delivered) to Seller the following:

(a) the Purchase Price required to be paid at the Closing, as adjusted in accordance with this Agreement;

(b) the Bills of Sale executed by Buyer;

(c) a certificate, dated the Closing Date, signed by an authorized Person of Buyer, stating that, to Buyer's knowledge, the conditions set forth in Sections 7.3.1 and 7.3.2 are satisfied;

(d) An opinion of Sonnenschein, Nath and Rosenthal, counsel for Buyer, in a form reasonably acceptable to Seller;

(e) such other documents as Seller may reasonably request in connection with the transactions contemplated by this Agreement, including the Retained Franchise Management Agreement and the Escrow Agreement, if required under this Agreement.

9. TERMINATION.

9.1. Events of Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

9.1.1. by the mutual written consent of Buyer and Seller;

9.1.2. by either party, upon written notice to the other party, if the transactions contemplated by this Agreement to take place at the Closing have not been consummated by the date which is 12 months after the date of this Agreement, for any reason other than (a) a breach or default by such party in the performance of any of its obligations under this Agreement, or (b) the failure of any representation or warranty of such party to be accurate;

9.1.3. by either party at any time upon written notice to the other, if the other is in material breach or default of any of its covenants, agreements or other obligations in this Agreement or in any Transaction Document and fails to cure such breach or default (a) within the 30-day period following such written notice or, (b) if such breach or default is incapable of being cured within such 30-day period and the defaulting party does not promptly initiate and diligently pursue such cure to completion upon receipt of such notice, within a reasonable period of time; or

9.1.4. by either party, immediately upon written notice to the other, if all of the conditions to the Closing have been satisfied or waived and the other party refuses or is unable to consummate the transactions contemplated by this Agreement for any reason within the time period determined pursuant to Section 8.1.1.

9.1.5. by either party as otherwise provided in this Agreement.

9.2. Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate except for the obligations set forth in this Section and in Sections 6.21 and 11.16. Notwithstanding a party's right to pursue remedies for breach of contract upon termination of this Agreement in accordance with Section 9.1, no remedies for breaches of representations and warranties will be available if this Agreement is terminated pursuant to Section 9.1, and no party will be liable for any incidental, consequential, exemplary, special, or punitive damages in connection with any claim for breach of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated by Seller pursuant to Sections 9.1.3 or 9.1.4, then Seller will be entitled to receive, as liquidated damages and in lieu of any other damages for breach of contract, the amount of $10,000,000. The parties acknowledge that it is impractical and would be extremely difficult to determine the actual damages that may proximately result from Buyer's failure to perform its obligations under this Agreement. Accordingly, the liquidated damages provided in this Section 9.2 are (a) not a penalty, and (b) reasonable and not disproportionate to the presumed damages to Seller from a failure by Buyer to comply with its obligations under this Agreement.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

10.1. Survival of Representations and Warranties. The representations, warranties, covenants and agreements of Seller in this Agreement and the Transaction Documents (other than covenants and agreements which by their terms are to be performed after the Closing Date) will survive until 12 months after the Closing Date, except that the representations, warranties and covenants with respect to Taxes, title and environmental matters, and third party claims relating to Excluded Assets or Excluded Liabilities, will survive until 30 days after the expiration of the relevant statute of limitations. The representations, warranties, covenants and agreements (other than the covenants and agreements which by their terms are to be performed after the Closing Date) of Buyer in this Agreement and the Transaction Documents will survive until 12 months after the Closing Date. The covenants and agreements of the parties in this Agreement and in the Transaction Documents to be delivered by Seller or Buyer pursuant to this Agreement, that are by their terms intended to be performed after the Closing will survive the Closing and will continue in full force and effect in accordance with their terms. The applicable periods of survival of the representations, warranties, covenants and agreements prescribed by this Section 10.1 are referred to as the "Survival Period." The liabilities of the parties under their respective representations, warranties, covenants and agreements will expire as of the expiration of the applicable Survival Period; provided, however, that such expiration will not include, extend or apply to any breach of which has been asserted by a party in a written notice to the

breaching party before such expiration or about which the breaching party has given the other party written notice before such expiration indicating that facts or conditions exist that, with the passage of time or otherwise, can reasonably be expected to result in a breach (and describing such potential breach in reasonable detail).

10.2. Indemnification by Seller. Following the Closing, Seller will indemnify, defend and hold harmless Buyer and its shareholders and its and their respective Affiliates, and the shareholders, directors, officers, employees, agents, successors and assigns of any of such Persons, from and against all Losses of or to Buyer or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Seller in this Agreement, (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement, (c) any liability or obligation of Seller or relating to the Business not included in the Assumed Obligations and Liabilities, and (d) any labor or employment matter relating to the System Employees that is attributable to any act or omission of Seller occurring prior to the Closing.

10.3. Indemnification by Buyer. Following the Closing, Buyer will indemnify, defend and hold harmless Seller and Seller's shareholders, directors, officers, employees, agents, successors and assigns, from and against all Losses of or to Seller or any such other indemnified Person resulting from or arising out of (a) any breach of any representation or warranty made by Buyer in this Agreement, (b) any breach of any covenant, agreement or obligation of Buyer contained in this Agreement, (c) the failure by Buyer to perform the Assumed Obligations and Liabilities, (d) any claim made by a System Employee relating to Buyer's use of such Employee's personnel files obtained from Seller at the request of Buyer, and (e) Buyer's waiver of its condition to Closing set forth in Section 7.2.4 and the resulting transfer of the Assets without having obtained the necessary Required Consents.

10.4. Third Party Claims. Promptly after the receipt by any party of notice of any claim, action, suit or proceeding by any Person who is not a party to this Agreement (collectively, an "Action"), which Action is subject to indemnification under this Agreement, such party (the "Indemnified Party") will give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party"). The Indemnified Party will be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any such Action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, (a) admits in writing to the Indemnified Party the Indemnifying Party's liability to the Indemnified Party for such Action under the terms of this Section 10, (b) notifies the Indemnified Party in writing of the Indemnifying Party's intention to assume such defense, (c) provides evidence reasonably satisfactory to the Indemnified Party of the Indemnifying Party's ability to pay the amount, if any, for which the Indemnified Party may be liable as a result of such Action and (d) retains legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action. The other party will cooperate with the party assuming the defense, compromise or settlement of any such Action in accordance with this Agreement in any manner that such party reasonably may request. If the Indemnifying Party so assumes

the defense of any such Action, the Indemnified Party will have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement of the Action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) any relief other than the payment of money damages is sought against the Indemnified Party or (iii) the Indemnified Party will have been advised by its counsel that there may be one or more defenses available to it which are different from or additional to those available to the Indemnifying Party, and in any such case that portion of the fees and expenses of such separate counsel that are reasonably related to matters covered by the indemnity provided in this Section 10 will be paid by the Indemnifying Party. No Indemnified Party will settle or compromise any such Action for which it is entitled to indemnification under this Agreement without the prior written consent of the Indemnifying Party, unless the Indemnifying Party has failed, after reasonable notice, to undertake control of such Action in the manner provided in this Section 10.4. No Indemnifying Party will settle or compromise any such Action (i) in which any relief other than the payment of money damages is sought against any Indemnified Party or (ii) in the case of any Action relating to the Indemnified Party's liability for any Tax, if the effect of such settlement would be an increase in the liability of the Indemnified Party for the payment of any Tax for any period beginning after the Closing Date, unless the Indemnified Party consents in writing to such compromise or settlement.

10.5. Limitations on Indemnification - Seller. Seller will not be liable for indemnification arising under Section 10.2 (except for indemnification claims made pursuant to subsection (d) of Section 10.2) for any Losses of or to Buyer or any other person entitled to indemnification from Seller unless the amount of such Losses for which Seller would, but for the provisions of this Section 10.5, be liable exceeds, on an aggregate basis, $1,000,000 (the "Threshold Amount"), provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Seller receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with Section 10.4. Seller will not be liable for Buyer's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Seller will be required to pay for indemnification arising under Section 10.2 in respect of all claims by all indemnified parties is $15,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this Section 10.5 will apply to the obligation to pay post-Closing adjustments pursuant to Section 3.3, Seller's obligation to discharge the Excluded Liabilities, or to Seller's breach of its representations and warranties that it has title to the Assets (including Real Property), and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.6. Limitations on Indemnification - Buyer. Buyer will not be liable for indemnification arising under Section 10.3 for any Losses of or to Seller or any other

person entitled to indemnification from Buyer unless the amount of such Losses for which Buyer would, but for the provisions of this Section 10.6, be liable exceeds, on an aggregate basis, the Threshold Amount, provided that in determining whether the Threshold Amount has been exceeded, there shall not be included any Losses arising from any single claim that is less than $10,000 in the aggregate. If the Threshold Amount is exceeded, Seller will be liable for the full amount of all Losses (including any claims for Losses of less than $10,000), which amount will be due and payable within 15 days after the later of (a) the date Buyer receives a statement therefor and (b) the date an Action with respect to such Losses is settled or decided in accordance with section 10.4. Buyer will not be liable for Seller's incidental, consequential, exemplary, special, or punitive damages. The maximum aggregate amount that Buyer will be required to pay for indemnification arising under Section 10.3 in respect of all claims by all indemnified parties is $15,000,000. Notwithstanding the preceding, neither the Threshold Amount nor the maximum limits specified in this Section 10.6 will apply to the obligation to pay the Purchase Price, as adjusted, and post-Closing adjustments pursuant to Section 3.3, or to Buyer's obligation to assume and perform the Assumed Obligations and Liabilities, and the Threshold Amount will not apply as otherwise provided in this Agreement.

10.7. Sole Remedy. Each party acknowledges and agrees that, should the Closing occur, its sole and exclusive remedy against the other with respect to any breach of representation, warranty, covenant, agreement or obligation will be pursuant to the indemnification provisions set forth in this Section 10.

11. MISCELLANEOUS.

11.1. Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon the parties and their respective permitted assigns and successors in interest and will inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement. Without the prior written consent of the other party, no party will assign any of its rights under this Agreement or delegate any of its duties under this Agreement; provided, however, that (i) Seller may assign its rights under this Agreement (but not obligations) to a qualified intermediary within the meaning of Code Section 1.1031(k)-1(g)(4)(iii) ("Qualified Intermediary") and (ii) either party may assign its rights to an Affiliate so long as the assigning party continues to be bound by the terms of this Agreement. If Seller elects to assign its rights under this Agreement to a Qualified Intermediary, Buyer will cooperate with Seller as may be reasonably necessary in connection with such assignment and the deferred tax-free exchange to be accomplished in connection therewith, including acknowledging the execution of a written agreement between Seller and the Qualified Intermediary.

11.2. Notices. Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, certified mail, or sent by courier or, if receipt is confirmed, by telecopier:

To Buyer at: Mediacom Communications Corporation
100 Crystal Run Road
Middletown, New York 10941
Attention: Mr. Rocco B. Commisso
Fax: (845) 695-2639

With a copy to:

Robert L. Winikoff, Esq
Sonnenschein Nath & Rosenthal
24th Floor
1221 Avenue of the Americas
New York, NY 10020
Fax: (212) 768-6800

To Seller at: c/o AT&T Broadband, LLC
188 Inverness Drive West
Englewood, Colorado 80112
Attention: Alfredo Di Blasio
Fax: (303) 858-3456

With a copy similarly addressed to the attention of Karla Tartz, Esq., Fax: (303) 858-3487.

With a copy (which will not constitute notice) to:

Holland & Hart LLP
555 Seventeenth Street
Suite 3200
Denver, Colorado 80202
Attention: Stephen P. Villano, Esq.
Fax: (303) 295-8261

Any party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 11.2. All notices will be deemed to have been received on the date of actual receipt.

11.3. Attorneys' Fees. In the event of any action or suit based upon or arising out of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs of such action or suit from the other party.

11.4. Right to Specific Performance. Each party acknowledges that the unique nature of the transactions contemplated by this Agreement and the circumstances under which this Agreement has been entered into renders money damages for a breach of the parties' respective obligations to consummate the transactions contemplated by this Agreement an inadequate remedy, and the parties agree that either party will be entitled to pursue specific performance as a remedy for such breach without the

requirement of posting a bond or other security therefor; provided, however, that Seller will have such right to specific performance only in connection with a breach of Buyer's confidentiality obligations under Section 6.21 hereof.

11.5. Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

11.6. Captions. The captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

11.7. Choice of Law. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES UNDER IT WILL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES OF DELAWARE.

11.8. Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. The word "include" and derivatives of that word are used in this Agreement in an illustrative sense rather than limiting sense.

11.9. Further Actions. Seller and Buyer will execute and deliver to the other, from time to time at or after the Closing, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

11.10. Time. Time is of the essence under this Agreement. If the last day permitted for giving of any notice or the performance of any act required or permitted under this Agreement falls on a day which is not a Business Day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding Business Day.

11.11. Late Payments. If either party fails to pay the other any amounts when due under this Agreement, the amounts due will bear interest from the due date to the date of payment at the annual rate publicly announced from time to time by The Bank of New York as its prime rate (the "Prime Rate") plus 3%, adjusted as and when changes in the Prime Rate are made.

11.12. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement will become binding when one or more counterparts, individually or taken together, bear the signatures of all parties to this Agreement. Delivery of an executed signature page of this Agreement by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

11.13. Entire Agreement. This Agreement (including the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) and the Transaction Documents contain the entire agreement of the parties and supersede all prior oral or written agreements and understandings with respect to the subject matter hereof other than any letter or agreement between the Buyer and Seller that specifically refers to this Section 11.13. This Agreement may not be amended or modified except by a writing signed by the parties.

11.14. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

11.15. Construction. This Agreement has been negotiated by Buyer and Seller and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement.

11.16. Expenses. Except as otherwise expressly provided in this Agreement, each party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

11.17. Commercially Reasonable Efforts. For purposes of this Agreement, unless a different standard is expressly provided with respect to any particular matter, any requirement herein that a party use "commercially reasonable efforts" will not be deemed to require that party to undertake extraordinary measures, including the initiation or prosecution of legal proceedings or the payment of amounts in excess of normal and usual filing fees and processing fees, if any.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the day and year first above written.

MEDIACOM COMMUNICATIONS
CORPORATION, a Delaware corporation

By: ____________________________________
Rocco B. Commisso
Chairman and CEO

TCI CABLEVISION OF TEXAS, INC.,
a Texas corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

TCI OF ILLINOIS, INC.,
an Illinois corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

COMMAND CABLE OF EASTERN ILLINOIS
LIMITED PARTNERSHIP, a New Jersey
limited partnership

By: TCI Command II, Inc.,
its general partner

By: ________________________________
Alfredo Di Blasio
Vice President

UNITED CABLE TELEVISION OF
SOUTHERN ILLINOIS, INC.,
a Delaware corporation

By: ____________________________________
Alfredo Di Blasio
Vice President

List of Exhibits and Schedules

Exhibit A	Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Noncompetition Agreement
Schedule 1.18*	Excluded Assets
Schedule 1.29*	System Managers
Schedule 1.35*	Permitted Encumbrances
Schedule 1.39*	Systems and Service Area
Schedule 4.3*	Required Consents
Schedule 4.4*	Encumbrances; Exceptions to Operating Condition of Equipment
Schedule 4.5*	Franchises and Licenses
Schedule 4.6*	Contracts
Schedule 4.7*	Real Property
Schedule 4.8*	Environmental Matters
Schedule 4.9*	Compliance with Legal Requirements - Exceptions
Schedule 4.10*	Intellectual Property
Schedule 4.12*	Absence of Certain Changes
Schedule 4.13*	Legal Proceedings
Schedule 4.15*	Employment Matters
Schedule 4.16*	System Information
Schedule 6.2*	Permitted Activities
Schedule 6.2.2*	Capital Expenditures
Schedule 7.2.4	Retained Franchises

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* Pursuant to Item 601(b)(2) of Regulation S-K, such schedule is omitted from this exhibit. Registrant agrees to furnish the Securities and Exchange Commission a copy of such schedule upon request.

EXHIBIT A
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, the undersigned Affiliate of AT&T Broadband, LLC ("Seller") and Mediacom Communications Corporation are parties to an Asset Purchase and Sale Agreement (the "Agreement"), dated February 26, 2001, pursuant to which Seller has agreed, inter alia, to sell, transfer, convey, assign, and deliver to Buyer all of Seller's right, title and interest in and to all the Assets, that are owned, leased, used or held for use by Seller in connection with, or necessary to, the operation of the Systems, in exchange for the Purchase Price, as adjusted, and on the terms and conditions set forth in the Agreement; and

WHEREAS, in partial consideration therefore, the Agreement requires Buyer to assume certain of the obligations of Seller with respect to the System.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereunder, the parties hereto hereby agree as follows:

1. Seller has bargained and sold, and by these presents does sell, transfer, convey, assign, and deliver to Buyer, its successors and assigns, all of Seller's right title and interest, free and clear of Encumbrances (other than Permitted Encumbrances), in and to the Assets with such representations, warranties and covenants as are set forth in the Agreement and the Exhibits and Schedules thereto.

TO HAVE AND TO HOLD said property and assets unto Buyer, its successors and assigns, to and for its and their own proper use and benefit forever.

2. Upon the terms and subject to the conditions of the Agreement, as of the date hereof, Buyer shall assume, pay, perform, and discharge the Assumed Obligations and Liabilities.

3. This instrument is executed and delivered pursuant to the Agreement, subject to the provisions thereof. Nothing contained herein shall be deemed to enlarge,

alter, or amend the provisions of the Agreement. If any provision set forth in this instrument conflicts with any provision set forth in the Agreement, the provision of the Agreement shall control.

4. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Delaware. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event that any of the provisions contained herein or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby, unless any manifest injustice or inequity would result from the applicability and enforceability of such remaining provisions. This instrument may be executed in two or more counterparts, all of which taken together, shall be deemed one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized officers as of the day and year first above written.

[SIGNATURE BLOCKS]

EXHIBIT B
TO
ASSET PURCHASE AGREEMENT
DATED FEBRUARY 26, 2001
AMONG
MEDIACOM COMMUNICATIONS CORPORATION
AND
THE AT&T BROADBAND PARTIES

FORM OF NONCOMPETITION AGREEMENT

___________, 2001

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

Gentlemen:

Reference is made to that certain Asset Purchase Agreement dated as of February 26, 2001 (the "Agreement"), among the undersigned Affiliates ("Seller") of AT&T Broadband, LLC ("AT&T Broadband") and Mediacom Communications Corporation ("Buyer"). This letter is being delivered to you pursuant to Section 8.2(m) of the Agreement. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In order to effectuate the purposes and intent of the Agreement, each Seller and AT&T Broadband hereby covenants and agrees that for a period commencing on the date hereof and expiring on the third anniversary from the date hereof, that it shall not be involved, directly or indirectly, either personally, or as an owner, employee, partner, associate, officer, manager, agent, advisor, consultant or otherwise, with any business which is competitive with the business of Buyer within the Service Area. A business shall be deemed competitive with the business of Buyer if it involves the development, construction, sale, lease, rental or operation of any cable television system, satellite master antenna television system, multi-point distribution system or "open video" system, as such terms are generally defined and used in the communications industry, and provides video, telephony or data services over such system; provided, however, that nothing herein shall restrict Seller or AT&T Broadband from being a passive investor or shareholder holding less than five percent of the outstanding voting stock or equity interest in any such competitive business, and provided, further, that nothing

herein shall restrict [Excite@Home] from being involved or engaging in any business within the Service Area.

If the terms or provisions of this Noncompetition Agreement are breached or threatened to be breached, each of Seller and AT&T Broadband expressly consents that, in addition to any other remedy Buyer may have, Buyer may apply to any court of competent jurisdiction for injunctive relief in order to prevent the continuation of any existing breach or the occurrence of any threatened breach.

If any provision of this Noncompetition Agreement is determined to be unreasonable or unenforceable, such provision and the remainder of this Noncompetition Agreement shall not be declared invalid, but rather shall be modified and enforced to the maximum extent permitted by law.

This letter is intended to form a part of the Agreement and, accordingly, reference is hereby made to Section 11.13 of the Agreement.

Sincerely,

[SIGNATURE BLOCKS]

Schedule 7.2.4
to the
Asset Purchase Agreement
among
MEDIACOM COMMUNICATIONS CORPORATION
and
THE AT&T BROADBAND PARTIES

RETAINED FRANCHISES

For purposes of this Agreement, a "Retained Franchise" means any Franchise for which by the Closing Date: (a) the Required Consent to transfer such Franchise to Buyer either was not obtained, has not been granted by operation of law, or the applicable Governmental Authority or its designee has taken public action to the effect, or has given written notice to Buyer or Seller of its, or its designee's assertion, that the Required Consent has not been granted by operation of law, or (b) a Governmental Authority has the right directly or indirectly to acquire all or any portion of a System, which right has not expired by its terms or expressly been waived or abandoned. The Retained Franchise includes not only the applicable Franchise, but also all of the Assets that are: (i) located in the Service Area of the Retained Franchise; and (ii) used solely for the operation of the portion of the System in the portion of the Service Area of the Retained Franchise.

Exhibit 4.4

MEDIACOM LLC

and

MEDIACOM CAPITAL CORPORATION

as Issuers

and

THE BANK OF NEW YORK,

as Trustee

Indenture

Dated as of January 24, 2001

9 1/2% Senior Notes due 2013

Reconciliation and tie between Trust Indenture Act of 1939 and Indenture, dated as of January 24, 2001/1/

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

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

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INDENTURE, dated as of January 24, 2001 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 THE BANK OF NEW YORK, a New York banking corporation, as trustee (the "Trustee"), having its principal corporate trust office at 101 Barclay Street, New York, New York 10286.

RECITALS OF THE ISSUERS

The Issuers have duly authorized the creation of and issuance of (i) 9 1/2% Senior Notes due 2013 (the "Initial Notes") and (ii) if and when issued in exchange for notes as provided in the Registration Rights Agreement (as defined herein), 9 1/2% Senior Notes due 2013 (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.

"7 7/8% Notes" means the Issuers' $125,000,000 7 7/8% Senior Notes due 2011.

"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 or chairman 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 April 1, 1998; (vii) net income (loss) attributable to discontinued operations; (viii) management fees payable to the "manager" as defined in the Operating Agreement and to Mediacom Communications and its Affiliates pursuant to management agreements with Mediacom or its Subsidiaries 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 101 Barclay Street, Floor 21 West, New York, New York 10286.

"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 April 1, 1998 is sold or otherwise liquidated or repaid or any Unrestricted Subsidiary which was designated as an Unrestricted Subsidiary after April 1, 1998 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), 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, board of directors or similar governing body responsible for the management of the business and affairs of Mediacom or any committee of such governing body; (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 Capital" means Mediacom Capital Corporation, a New York corporation, and a wholly owned Subsidiary of Mediacom.

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

"Mediacom Midwest Credit Agreement" means the credit agreement, dated as of November 5, 1999, by and among Mediacom Illinois LLC, Mediacom Indiana LLC, Mediacom Iowa LLC, Mediacom Minnesota LLC, Mediacom Wisconsin LLC, Zylstra Communications Corporation and The Chase Manhattan Bank, as Administrative Agent.

"Mediacom USA Credit Agreement" means the credit agreement, dated as of September 30, 1999, by and among Mediacom Southeast LLC, Mediacom California LLC, Mediacom Delaware LLC, Mediacom Arizona LLC and The Chase Manhattan Bank, as Administrative Agent.

"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.

"Notes" shall have the meaning ascribed thereto in the Recitals.

"Officer" means the Chairman, the Chief Executive Officer, any Senior Vice President, the Treasurer or the Secretary of Mediacom Capital, or in the case of Mediacom, of its sole member.

"Officers' Certificate" means a certificate signed by two Officers of each Issuer.

"Operating Agreement" means the Fifth Amended and Restated Operating Agreement of Mediacom dated as of February 9, 2000, 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 and 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; and (xiv) any interest or title of a lessor under any capital lease or operating lease.

"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 February 26, 1999, 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' 91/2% Senior Notes due 2013, 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 January 24, 2001 among Mediacom, Mediacom Capital and Chase Securities Inc., Credit Suisse First Boston Corporation and Salomon Smith Barney Inc.

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

"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.

"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 Mediacom Midwest Credit Agreement and the Mediacom USA Credit Agreement, 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, except as provided in Section 905.

"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.

"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 (or in the case of Mediacom, of its sole member) 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.

9 1/2% Senior Notes due 2013

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 January 15, 2013.

Interest Payment Dates: January 15 and July 15

Record Dates: January 1 and July 1

This Note shall bear interest from January 24, 2001 through January 15, 2013.

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.

MEDIACOM LLC

By: Mediacom Communications Corporation,
its Member

By:_____________________________________
Name:
Title:

By:_____________________________________
Name:
Title:

MEDIACOM CAPITAL CORPORATION

By:_____________________________________
Name:
Title:

By:_____________________________________
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated: January 24, 2001

This is one of the Notes referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK,
as Trustee

By:_________________________________
Authorized Signatory

[FORM OF REVERSE SIDE OF SENIOR NOTE]

9 1/2 % Senior Notes due 2013

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 2013 (the "Notes") will accrue at a rate of 9 1/2% per annum, payable semiannually, to Holders of record on each January 1 or July 1 immediately preceding the interest payment date on January 15 and July 15 of each year, commencing July 15, 2001. 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 January 1 or July 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, The Bank of New York, a New York banking corporation ("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 January 24, 2001 (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 $500,000,000 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 $500,000,000 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 January 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 January 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.................................	104.750%
2007.................................	103.167%
2008.................................	101.583
2009 and thereafter..................	100.000%

In addition, at any time and from time to time, on or prior to January 15, 2004, 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, at a redemption price in cash equal to 109.500% 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 the mailing of a notice of redemption 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 written 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 indemnity or security satisfactory to it. 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 January 24, 2001 (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:

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(Signature must be guaranteed)

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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.

The Bank of New York, as Trustee

By___________________________
Authorized Signatory

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 $500,000,000 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 $500,000,000 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 "91/2% Senior Notes due 2013," and the Exchange Notes shall be known and designated as the "91/2% Senior Notes due 2013," in each case, of the Issuers. The Notes will initially be issued in an aggregate principal amount of $500,000,000 with a Stated Maturity of January 15, 2013. Interest on the Notes will accrue at a rate per annum of 91/2% and will be payable semiannually in cash and in arrears to the Holders of record on each January 1 or July 1 immediately preceding the interest payment date on January 15 and July 15 of each year, commencing July 15, 2001. 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 January 24, 2001. 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 (or in the case of Mediacom, of its sole member) 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) <u>Private Placement Legend</u>. 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 The Bank of New York, as Trustee
101 Barclay Street
New York, NY 10286
Attention: Corporate Trust Administration

Ladies and Gentlemen:

This certificate is delivered to request a transfer of $_______ principal amount of the 91/2% Senior Notes due 2013 (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 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]

The Bank of New York, as Trustee
101 Barclay Street
New York, NY 10286
Attention: Corporate Trust Administration

Re: Mediacom LLC and Mediacom Capital Corporation (the "Issuers")9 1/2% Senior Notes due 2013 (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 disposed of by the Trustee in accordance with its customary procedures.

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, in the opinion of a nationally recognized firm of independent public accountants selected by the Issuers, 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.

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 security or indemnity satisfactory to it 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 which by any provision hereof are required to be delivered to the Trustee, 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) 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 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;

(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;

(ix) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder; and

(x) the Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time

to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded.

(b) 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 (whether asserted by the Issuers, a Holder or any other Person) 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 May 15 of each year commencing with the first May 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 May 15 if required by TIA (S) 313(a).

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 principal corporate trust office of the Trustee at 101 Barclay Street, New York, New York 10286 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 April 1, 1998 (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 Communications 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 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; (ix) 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; (x) 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; (xi) 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); (xii) 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; and (xiii) 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), (ix), (x) and (xiii) 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 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 February 26, 1999 or (y) contributions to the equity capital of Mediacom on or after February 26, 1999 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 February 26, 1999 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 (j) 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 (j) shall not also be used to effect a Restricted Payment pursuant to clauses (i) or (viii) of Section 1007(b); and

(k) In addition to any Indebtedness described in clauses (a) through (j) 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 (k) 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 (k) 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 arms'-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. <u>Limitation on Liens.</u>

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. <u>Change of Control.</u>

(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 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 81/2% Notes or 77/8% Notes are outstanding, the Issuers shall make such an Excess Proceeds Offer, together with a similar pro rata offer to the holders of the 81/2% Notes and/or the 77/8% Notes, as applicable, and purchase any Notes, 81/2% Notes or 77/8% 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.

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).

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: Mediacom Communications Corporation, its Member

By

Name:
Title:

MEDIACOM CAPITAL CORPORATION

By

Name:
Title:

THE BANK OF NEW YORK

By

Name:
Title:

EXHIBIT 10.1(b)

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of December 17, 1999, between MEDIACOM SOUTHEAST LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Southeast"); MEDIACOM CALIFORNIA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom California"); MEDIACOM DELAWARE LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Delaware"); MEDIACOM ARIZONA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Arizona" and, together with Mediacom Southeast, Mediacom California, Mediacom Delaware, the "Borrowers"), the lenders party thereto (the "Lenders") and The Chase Manhattan Bank, as Administrative Agent for the Lenders.

The Borrowers, the Lenders and the Administrative Agent are parties to a Credit Agreement dated as of September 30, 1999 (the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by said Lenders to the Borrowers. The parties 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. 1, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Upon the execution and delivery of this Amendment No. 1 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 8.13 of the Credit Agreement is hereby amended to read in its entirety as follows:

"8.13 Interest Rate Protection Agreements. The Borrowers will, on or prior to April 30, 2000, 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. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

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

MEDIACOM SOUTHEAST LLC
MEDIACOM CALIFORNIA LLC
MEDIACOM DELAWARE LLC
MEDIACOM ARIZONA LLC

By MEDIACOM LLC, a Member

By:_________________________
Name:
Title:

THE CHASE MANHATTAN BANK,
as Administrative Agent

By:_________________________
Name:
Title:

EXHIBIT 10.1(c)

AMENDMENT NO. 2

AMENDMENT NO. 2 dated as of February 4, 2000 between MEDIACOM SOUTHEAST LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Southeast"); MEDIACOM CALIFORNIA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom California"); MEDIACOM DELAWARE LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Delaware"); MEDIACOM ARIZONA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Arizona" and, together with Mediacom Southeast, Mediacom California, Mediacom Delaware, the "Borrowers"), the lenders party thereto (the "Lenders") and The Chase Manhattan Bank, as Administrative Agent for the Lenders.

The Borrowers, the Lenders and the Administrative Agent are parties to a Credit Agreement dated as of September 30, 1999 (as amended by Amendment No. 1 thereto dated as of December 17, 1999, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by said Lenders to the Borrowers. The parties wish to amend the Credit Agreement to provide for the replacement of Mediacom Management Corporation by Mediacom Communications Corporation as Manager of the Borrowers, 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. Subject to the satisfaction of the conditions specified in Section 3 hereof, 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. Definitions. Section 1.01 of the Credit Agreement shall be amended by amending the following definitions to read in their entirety as follows:

"Management Agreements" shall mean, collectively, (a) the Management Agreement dated February 4, 2000 between Mediacom Southeast and Mediacom Communications Corporation, (b) the Management Agreement dated February 4, 2000 between Mediacom California and Mediacom Communications Corporation, (c) the Management Agreement dated February 4, 2000 between Mediacom Arizona and Mediacom Communications Corporation, and (d) the Management Agreement dated February 4, 2000 between Mediacom Delaware and Mediacom Communications

Corporation, in each case as the same shall, subject to Section 8.19 hereof, be modified and supplemented and in effect from time to time.

"Manager" shall mean Mediacom Communications Corporation, or any successor in such capacity as manager of the Borrowers.

"Obligors" shall mean, collectively, the Borrowers, Mediacom, Mediacom Management Corporation, Mediacom Communications Corporation and, effective upon execution and delivery of any Subsidiary Guarantee Agreement, each Subsidiary of the Borrowers so executing and delivering such Subsidiary Guarantee Agreement.

2.03. Events of Default. Section 9.01(l)(ii) of the Credit Agreement shall be amended to read in its entirety as follows:

"(ii) Mediacom Communications Corporation or Mediacom shall cease to act as Manager of the Borrowers;"

Section 3. Conditions.

3.01. Execution. This Amendment No. 2 shall have been executed and delivered by the Borrowers, the Administrative Agent and the Majority Lenders.

3.02. Management Fee Subordination Agreement. The Management Fee Subordination Agreement shall have been duly executed and delivered by the Borrowers, Mediacom Communications Corporation and the Administrative Agent.

3.03. Organizational Documents. The Administrative Agent shall have received a certified copy of the charter and by-laws of Mediacom Communications Corporation and of corporate authority for Mediacom Communications Corporation (including, without limitation, board of directors resolutions, and evidence of incumbency, including specimen signatures of the officers of Mediacom Communications Corporation) with respect to the execution, delivery and performance of the Management Fee Subordination Agreement (and the Administrative Agent and each Lender may conclusively rely on such certificate until it receives notice in writing from Mediacom Communications Corporation to the contrary).

3.04. Replacement of Existing Management Agreements. The Administrative Agent shall have received evidence that each of the management agreements between the Borrowers and Mediacom Management Corporation (the "Existing Management Agreements") shall be terminated concurrently with the execution and delivery of this Amendment No. 2 by the Borrowers, the Administrative Agent and the Majority Lenders and replaced with management agreements between the Borrowers and Mediacom Communications Corporation, each with

terms substantially similar to the Existing Management Agreements and subject to any variations permitted by Section 8.19 of the Credit Agreement.

3.05. Opinion of Counsel to the Obligors. An opinion of Cooperman Levitt Winikoff Lester & Newman, P.C., counsel to the Obligors, as to the due execution, delivery, legality and enforceability of the Management Fee Subordination Agreement referred to in Section 3.02 above, and covering such other matters as the Administrative Agent or any Lender may reasonably request (and the Borrowers hereby instruct such counsel to deliver such opinion to the Lenders and the Administrative Agent).

Section 4. 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
MEDIACOM CALIFORNIA LLC
MEDIACOM DELAWARE LLC
MEDIACOM ARIZONA LLC

By MEDIACOM LLC, a Member

By:_________________________
Name:
Title:

THE CHASE MANHATTAN BANK,
individually and as Administrative Agent

By:_________________________
Name:
Title:

BANK OF MONTREAL

By:_________________________
Name:
Title:

FIRST UNION NATIONAL BANK

By:_________________________
Name:
Title:

CIBC INC.

By:___________________________
Name:
Title:

CREDIT SUISSE FIRST BOSTON

By:___________________________
Name:
Title:

By:___________________________
Name:

DRESDNER BANK AG NEW YORK AND GRAND CAYMAN BRANCHES

By:___________________________
Name:
Title:

By:___________________________
Name:
Title:

FLEET NATIONAL BANK

By:___________________________
Name:
Title:

MELLON BANK, N.A.

By:__________________________
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION

By:__________________________
Name:
Title:

THE BANK OF NOVA SCOTIA

By:__________________________
Name:
Title:

SUNTRUST BANK, CENTRAL FLORIDA, N.A.

By:__________________________
Name:
Title:

BANQUE NATIONALE DE PARIS

By:__________________________
Name:
Title:

By:___________________________
Name:
Title:

BANK OF AMERICA, N.A.

By:___________________________
Name:
Title:

THE FUJI BANK, LIMITED

By:_______________________________
Name:
Title:

MEES PIERSON CAPITAL CORP.

By:_______________________________
Name:
Title:

UNION BANK OF CALIFORNIA, N.A.

By:_______________________________
Name:
Title:

CITIBANK, N.A.

By:______________________________
Name:
Title:

Amendment No. 2

SOCIETE GENERALE

By:______________________________
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION

By:______________________________
Name:
Title:

FLOATING RATE PORTFOLIO
By: INVESCO Senior Secured Management, Inc., as attorney in fact

By:______________________________
Name:
Title:

KZH-ING-1 LLC

By:______________________________
Name:
Title:

SUMMIT BANK

By:______________________________
Name:
Title:

FRANKLIN FLOATING RATE TRUST

By:_____________________________
Name:
Title:

TRITON CBO III, LIMITED

By: INVESCO Senior Secured Management, Inc., as Investment Advisor

By:_____________________________
Name:
Title:

SENIOR DEBT PORTFOLIO
By: Boston Management and Research, as Investment Advisor

By:_____________________________
Name:
Title:

EATON VANCE INSTITUTIONAL SENIOR LOAN FUND
By: Eaton Vance Management, as Investment Advisor

By:_____________________________
Name:
Title:

EATON VANCE SENIOR INCOME TRUST
By: Eaton Vance Management, as Investment Advisor

By:_____________________________
Name:
Title:

GALAXY CLO 1999-1, LTD.
By SAI Investment Adviser, Inc.
its Collateral Manager

By:______________________________
Name:
Title:

MOUNTAIN CLO TRUST

By:______________________________
Name:
Title:

SEQUILS-ING I (HBDGM), LTD.
By: ING Capital Advisors LLC,
as Collateral Manager

By:______________________________
Name:
Title:

ELF FUNDING TRUST I
By: Highland Capital Management, L.P.
as Collateral Manager

By:______________________________
Name:
Title:

ELC (CAYMAN) LTD. 1999-III

By:______________________________
Name:
Title:

Amendment No. 2

EXHIBIT 10.2(b)

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of December 17, 1999, between MEDIACOM ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Illinois"); MEDIACOM INDIANA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Indiana"); MEDIACOM IOWA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Iowa"); MEDIACOM MINNESOTA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Minnesota"); MEDIACOM WISCONSIN LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Wisconsin"); and ZYLSTRA COMMUNICATIONS CORP., a corporation validly existing under the laws of the State of Minnesota ("Zylstra", and, together with Mediacom Illinois, Mediacom Indiana, Mediacom Iowa, Mediacom Minnesota and Mediacom Wisconsin, the "Borrowers"), the lenders party thereto (the "Lenders") and The Chase Manhattan Bank, as Administrative Agent for the Lenders.

The Borrowers, the Lenders and the Administrative Agent are parties to a Credit Agreement dated as of November 5, 1999 (the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by said Lenders to the Borrowers. The parties 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. 1, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Upon the execution and delivery of this Amendment No. 1 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 8.13 of the Credit Agreement is hereby amended to read in its entirety as follows:

"8.13 Interest Rate Protection Agreements. The Borrowers will, on or prior to April 30, 2000, 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. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

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

MEDIACOM ILLINOIS LLC
MEDIACOM INDIANA LLC
MEDIACOM IOWA LLC
MEDIACOM MINNESOTA LLC
MEDIACOM WISCONSIN LLC

By MEDIACOM LLC, a Member

By:_________________________
Name:
Title:

ZYLSTRA COMMUNICATIONS CORP.

By:_________________________
Name:
Title:

THE CHASE MANHATTAN BANK,
as Administrative Agent

By:_________________________
Name:
Title:

EXHIBIT 10.2(c)

AMENDMENT NO. 2

AMENDMENT NO. 2 dated as of February 4, 2000, between MEDIACOM ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Illinois"); MEDIACOM INDIANA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Indiana"); MEDIACOM IOWA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Iowa"); MEDIACOM MINNESOTA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Minnesota"); MEDIACOM WISCONSIN LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Mediacom Wisconsin"); and ZYLSTRA COMMUNICATIONS CORP., a corporation validly existing under the laws of the State of Minnesota ("Zylstra", and, together with Mediacom Illinois, Mediacom Indiana, Mediacom Iowa, Mediacom Minnesota and Mediacom Wisconsin, the "Borrowers"), the lenders party thereto (the "Lenders") and The Chase Manhattan Bank, as Administrative Agent for the Lenders.

The Borrowers, the Lenders and the Administrative Agent are parties to a Credit Agreement dated as of November 5, 1999 (as amended by Amendment No. 1 thereto dated as of December 17, 1999, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by said Lenders to the Borrowers. The parties wish to amend the Credit Agreement to provide for the replacement of Mediacom Management Corporation by Mediacom Communications Corporation as Manager of the Borrowers, 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. Subject to the satisfaction of the conditions specified in Section 3 hereof, 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. Definitions. Section 1.01 of the Credit Agreement shall be amended by amending the following definitions to read in their entirety as follows:

> "Management Agreements" shall mean, collectively, (a) the Management Agreement dated February 4, 2000 between Mediacom Illinois and Mediacom Communications Corporation, (b) the Management Agreement dated February 4, 2000 between Mediacom Indiana and Mediacom Communications Corporation, (c) the Management Agreement dated February 4, 2000 between Mediacom Iowa and

Mediacom Communications Corporation, (d) the Management Agreement dated February 4, 2000 between Mediacom Minnesota and Mediacom Communications Corporation, (e) the Management Agreement dated February 4, 2000 between Mediacom Wisconsin and Mediacom Communications Corporation, and (f) the Management Agreement dated February 4, 2000 between Zylstra and Mediacom Communications Corporation in each case as the same shall, subject to Section 8.19 hereof, be modified and supplemented and in effect from time to time.

"Manager" shall mean Mediacom Communications Corporation, or any successor in such capacity as manager of the Borrowers.

"Obligors" shall mean, collectively, the Borrowers, Mediacom, Mediacom Communications Corporation and, effective upon execution and delivery of any Subsidiary Guarantee Agreement, each Subsidiary of the Borrowers so executing and delivering such Subsidiary Guarantee Agreement.

2.03. Events of Default. Section 9.01(l)(ii) of the Credit Agreement shall be amended to read in its entirety as follows:

"(ii) Mediacom Communications Corporation or Mediacom shall cease to act as Manager of the Borrowers;"

Section 3. Conditions.

3.01. Execution. This Amendment No. 2 shall have been executed and delivered by the Borrowers, the Administrative Agent and the Majority Lenders.

3.02. Management Fee Subordination Agreement. The Management Fee Subordination Agreement shall have been duly executed and delivered by the Borrowers, Mediacom Communications Corporation and the Administrative Agent.

3.03. Organizational Documents. The Administrative Agent shall have received a certified copy of the charter and by-laws of Mediacom Communications Corporation and of corporate authority for Mediacom Communications Corporation (including, without limitation, board of directors resolutions, and evidence of incumbency, including specimen signatures of the officers of Mediacom Communications Corporation) with respect to the execution, delivery and performance of the Management Fee Subordination Agreement (and the Administrative Agent and each Lender may conclusively rely on such certificate until it receives notice in writing from Mediacom Communications Corporation to the contrary).

3.04. Replacement of Existing Management Agreements. The Administrative Agent shall have received evidence that each of the management agreements between the

Borrowers and Mediacom Management Corporation (the "Existing Management Agreements") shall be terminated concurrently with the execution and delivery of this Amendment No. 2 by the Borrowers, the Administrative Agent and the Majority Lenders and replaced with management agreements between the Borrowers and Mediacom Communications Corporation, each with terms substantially similar to the Existing Management Agreements and subject to any variations permitted by Section 8.19 of the Credit Agreement.

3.05. Opinion of Counsel to the Obligors. An opinion of Cooperman Levitt Winikoff Lester & Newman, P.C., counsel to the Obligors, as to the due execution, delivery, legality and enforceability of the Management Fee Subordination Agreement referred to in Section 3.02 above, and covering such other matters as the Administrative Agent or any Lender may reasonably request (and the Borrowers hereby instruct such counsel to deliver such opinion to the Lenders and the Administrative Agent).

Section 4. 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 ILLINOIS LLC
MEDIACOM INDIANA LLC
MEDIACOM IOWA LLC
MEDIACOM MINNESOTA LLC
MEDIACOM WISCONSIN LLC

By MEDIACOM LLC, a Member

By:_________________________
Name:
Title:

ZYLSTRA COMMUNICATIONS CORP.

By:_________________________
Name:
Title:

THE CHASE MANHATTAN BANK,
individually and as Administrative Agent

By:_________________________
Name:
Title:

BANK OF MONTREAL

By:_________________________
Name:
Title:

FIRST UNION NATIONAL BANK

By:___________________________
Name:
Title:

CIBC INC.

By:___________________________
Name:
Title:

CREDIT SUISSE FIRST BOSTON

By:___________________________
Name:
Title:

By:___________________________
Name:

DRESDNER BANK AG NEW YORK AND GRAND CAYMAN BRANCHES

By:___________________________
Name:
Title:

By:___________________________
Name:
Title:

FLEET NATIONAL BANK

By:__________________________
Name:
Title:

MELLON BANK, N.A.

By:__________________________
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION

By:__________________________
Name:
Title:

THE BANK OF NOVA SCOTIA

By:__________________________
Name:
Title:

SUNTRUST BANK, CENTRAL FLORIDA, N.A.

By:__________________________
Name:
Title:

BANK OF AMERICA, N.A.

By:___________________________
Name:
Title:

THE FUJI BANK, LIMITED

By:_______________________________
Name:
Title:

MEES PIERSON CAPITAL CORP.

By:_______________________________
Name:
Title:

UNION BANK OF CALIFORNIA, N.A.

By:_______________________________
Name:
Title:

CITIBANK, N.A.

By:______________________________
Name:
Title:

SOCIETE GENERALE

By:______________________________
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION

By:______________________________
Name:
Title:

CREDIT AGRICOLE INDOSUEZ

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

KZH SOLEIL LLC

By:______________________________
Name:
Title:

KZH SOLEIL-2 LLC

By:______________________________
Name:
Title:

FRANKLIN FLOATING RATE TRUST

By:______________________________
Name:
Title:

ELC (CAYMAN) LTD. 1999-III

By:______________________________
Name:
Title:

Amendment No. 2

Exhibit 21.1

Subsidiaries of Mediacom Communications Corporation

Subsidiary	State of Incorporation or Organization	Names under which subsidiary does business
Mediacom LLC	New York	Mediacom LLC
Mediacom Arizona LLC	Delaware	Medicom Arizona Cable Network LLC
Mediacom California LLC	Delaware	Mediacom California LLC
Mediacom Capital Corporation	New York	Mediacom Capital Corporation
Mediacom Delaware LLC	Delaware	Mediacom Delaware LLC Maryland Mediacom Delaware LLC
Mediacom Illinois LLC	Delaware	Mediacom Illinois LLC
Medicaom Indiana LLC	Delaware	Mediacom Indiana LLC
Medicaom Minnesota LLC	Delaware	Medicaom Minnesota LLC
Medicacom Southeast LLC	Delaware	Medicacom Southeast LLC
Mediacom Wisconsin LLC	Delaware	Mediacom Wisconsin LLC
Zylstra Communications Corporation	Minnesota	Zylstra Communications Corporation
Illini Cable Holding, Inc.	Illinois	Illini Cable Holding, Inc.
Illini Cablevision of Illinois, Inc.	Illinois	Illini Cablevision of Illinois, Inc.

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in this Form 10-K, into the Company's previously filed Registration Statement file Nos. 333-41360, 333-41366 and 333-55138.

/s/ Arthur Andersen LLP

Stamford, Connecticut
March 28, 2001