As filed with the Securities and Exchange Commission on October 30, 2001
Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT

UNDER THE SECURITIES ACT OF 1933

MEDIACOM BROADBAND LLC

MEDIACOM BROADBAND CORPORATION

(Exact names of registrants as specified in their charters)

Delaware	4841	06-1615412
Delaware	4841	06-1630167
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Numbers)	(I.R.S. Employer Identification Numbers)

100 Crystal Run Road
Middletown, New York 10941
(845) 695-2600

(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

Rocco B. Commisso
Chairman and Chief Executive Officer
Mediacom Communications Corporation
100 Crystal Run Road
Middletown, New York 10941
(845) 695-2600
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Robert L. Winikoff, Esq.
Ira I. Roxland, Esq.
Sonnenschein Nath & Rosenthal
1221 Avenue of the Americas
New York, New York 10020
(212) 768-6700

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. |_|

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. |_| _____

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. |_| _____

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit (1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
11% Senior Notes due 2013	$400,000,000	100%	$400,000,000	$100,000

(1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457 under the Securities Act of 1933.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these notes until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these notes and it is not soliciting an offer to buy these notes in any state where the offer or sale is not permitted.

Subject to Completion. Dated October 30, 2001

Preliminary Prospectus

[LOGO]

Mediacom Broadband LLC
Mediacom Broadband Corporation

Offer to Exchange $400,000,000 of our

11% Senior Notes due 2013

The notes being offered by this prospectus are being issued in exchange for notes sold by us in a private placement on June 29, 2001. The exchange notes will be governed by the same indenture governing the initial notes. The exchange notes will be substantially identical to the initial notes, except the transfer restrictions and registration rights relating to the initial notes will not apply to the exchange notes.

- The exchange offer expires at 5:00 p.m., New York City time, on , 2001, unless extended.

- No public market exists for the initial notes or the exchange notes. We do not intend to list the exchange notes on any securities exchange or to seek approval for quotation through any automated quotation system.

Before you tender your initial notes, you should consider carefully the section entitled "Risk Factors" beginning on page 16 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these notes or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2001.

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We have not authorized any dealer, salesperson or other person to give you written information other than this prospectus or to make representations as to matters not stated in this prospectus. You must not rely on unauthorized information. This prospectus is not an offer to sell these securities or our solicitation of your offer to buy these securities in any jurisdiction where that would not be permitted or legal. Neither the delivery of this prospectus or any sales made hereunder after the date of this prospectus shall create an implication that the information contained in this prospectus or the affairs of Mediacom Broadband LLC and Mediacom Broadband Corporation have not changed since the date hereof.

Each broker-dealer that receives the exchange notes offered by this prospectus for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for initial notes where such initial notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, starting on the expiration date of this exchange offer and ending on the close of business one year after the expiration date of this exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution".

Industry and Market Data

In this prospectus, we rely on and refer to information regarding the cable television industry and our market share in the sectors in which we compete. We obtained this information from various third-party sources and our own internal estimates. We believe that these sources and estimates are reliable, but we have not independently verified them and cannot guarantee their accuracy or completeness.

PROSPECTUS SUMMARY

This summary highlights information appearing elsewhere in this prospectus. This summary is not complete and does not contain all the information you should consider before making a decision to exchange the initial notes. You should read the entire prospectus prior to deciding to exchange the initial notes.

Our Manager

Mediacom Communications Corporation, our parent and manager, is the eighth largest cable television company in the United States based on customers served. Mediacom Communications provides its customers with a wide array of broadband products and services, including traditional video services, digital television and high-speed Internet access. Mediacom Communications was founded in July 1995 by Rocco B. Commisso, its Chairman and Chief Executive Officer, to acquire and operate cable television systems serving principally non-metropolitan markets in the United States. As of September 30, 2001, our manager's cable systems, which are owned and operated through its operating subsidiaries, passed approximately 2.6 million homes and served approximately 1.6 million basic subscribers in 23 states. A basic subscriber is a customer that subscribes to a package of basic cable television services.

Our manager's senior management team has significant cable television industry expertise in all aspects of acquiring, operating and financing cable systems. Mr. Commisso has 23 years of experience, and the other senior managers have an average of 18 years of experience, with the cable television industry.

Our manager's Class A common stock is traded on The Nasdaq National Market under the symbol "MCCC." As of September 30, 2001, Mr. Commisso and the senior management team owned in the aggregate approximately 24.7% of Mediacom Communications' common stock outstanding.

Mediacom Broadband

We are a wholly-owned subsidiary of our manager. Prior to June 29, 2001, we had no operations or significant assets. On June 29, 2001, we completed the acquisition of cable systems in Missouri from affiliates of AT&T Broadband, LLC for a purchase price of approximately $308.1 million in cash, or approximately $3,278 per basic subscriber. On July 18, 2001, we completed the acquisition of cable systems in Georgia, Illinois and Iowa from affiliates of AT&T Broadband for an aggregate purchase price of approximately $1.8 billion in cash, or approximately $2,550 per basic subscriber. As of June 30, 2001, these cable systems passed approximately 1.4 million homes and served approximately 800,000 basic subscribers in Georgia, Illinois, Iowa and Missouri. These cable systems are located in markets that are contiguous with, or in close proximity to, cable systems owned and operated by Mediacom LLC, a wholly-owned subsidiary of our manager. Except as separately defined in the historical combined financial statements appearing elsewhere in this prospectus, these cable systems are referred to in this prospectus as our cable systems or the AT&T systems.

We believe that our acquisitions of the AT&T systems are consistent with our manager's business strategy of acquiring underperforming cable systems in markets with favorable demographic profiles. We believe that our cable systems have numerous favorable characteristics, including:

- a presence in several significant designated market areas, or DMAs;
- strong penetration of advanced broadband products and services;
- a technologically advanced cable network;
- attractive density, or number of homes passed per mile; and
- a high percentage of customers served by a relatively small number of signal processing and distribution facilities, or headends.

Our cable systems operate in the following top 50 to 100 DMAs in the United States:

- Des Moines--Ames, Iowa, the 70th largest DMA;
- Springfield, Missouri, the 78th largest DMA;
- Cedar Rapids--Waterloo--Dubuque, Iowa, the 89th largest DMA; and
- Quad Cities, Iowa and Illinois, the 90th largest DMA.

As of June 30, 2001, the Iowa systems served approximately 515,000 basic subscribers, or approximately 64% of the total number of basic subscribers served by the AT&T systems. We are the leading provider of broadband products and services in Iowa, serving an estimated 80% of the state's total number of basic subscribers of cable television services.

As of June 30, 2001, the AT&T systems' digital cable service was available to approximately 770,000 basic subscribers, with approximately 210,000 digital customers for a penetration of 27.3%. As of the same date, the AT&T systems' cable modem service was launched in cable systems passing approximately 580,000 homes, with approximately 62,000 cable modem customers for a penetration of 10.7%. Based on penetration levels recently reported by publicly-traded cable television companies, we believe that the AT&T systems' digital and cable modem penetration levels were each the second highest in the U.S. cable industry as of June 30, 2001.

As of June 30, 2001, the AT&T systems comprised approximately 19,000 miles of plant passing approximately 1.4 million homes, resulting in an average density of approximately 74 homes per mile. As of the same date, approximately 50% of the AT&T systems' cable network was upgraded to 550MHz to 870MHz bandwidth capacity and approximately 46% of the homes passed were activated with two-way communications capability. As of June 30, 2001, the AT&T systems were operated from a total of 162 headends, with the ten largest headends serving approximately 404,000 basic subscribers, or approximately 51% of the AT&T systems' total basic subscribers.

Our manager has formulated a plan to upgrade our cable systems and consolidate the headends serving our cable systems. Upon completion of our cable network upgrade program, we expect that 100% of our cable systems will be upgraded to 550MHz to 870MHz bandwidth capacity with two-way communications capability. In addition, we expect that the number of headends serving our cable systems will be reduced from 162 to 18, increasing the average number of basic subscribers per headend from approximately 4,900 to approximately 44,400. We anticipate that our cable network upgrade program will be substantially completed by December 2003. We expect to spend approximately $60 million in the second half of 2001, and $150 million and $145 million in 2002 and 2003, respectively, to fund our capital expenditures for our cable systems, including our cable network upgrade program and network maintenance.

Business Strategy

Our business strategy is to focus on providing entertainment, information and telecommunications services in non-metropolitan markets in the United States. The key elements of our business strategy are to:

- improve the operating and financial performance of our cable systems;
- develop efficient operating clusters;
- rapidly upgrade our cable network;
- introduce new and advanced broadband products and services; and
- maximize customer satisfaction to build customer loyalty.

The Financing Transactions

We financed the aggregate purchase price of the AT&T systems, together with related fees and expenses and working capital, through a combination of:

- borrowings under our subsidiary credit facility;
- an equity contribution by Mediacom Communications;
- a preferred equity investment by operating subsidiaries of Mediacom LLC; and
- the gross proceeds from the sale of the initial notes.

The table below sets forth the sources and uses of funds in connection with the AT&T acquisitions.

	Amount (dollars in thousands)
Sources of Funds:	
Subsidiary credit facility(a):	
Revolving credit facility	$ 55,000
Tranche A term loan facility	300,000
Tranche B term loan facility	500,000
From Mediacom Communications(b)	752,600
Preferred equity investment(c)	150,000
Sale of the initial notes	400,000
Total sources	$2,157,600
Uses of Funds:	
Acquisitions of the AT&T systems:	
Iowa	$1,373,800
Missouri	308,100
Georgia	294,600
Illinois	125,000
Working capital	6,800
Fees and expenses(d)	49,300
Total uses	$2,157,600

(a) Our subsidiary credit facility is a $1.4 billion credit facility, consisting of a $600.0 million revolving credit facility, a $300.0 million tranche A term loan and a $500.0 million tranche B term loan. See "Description of Subsidiary Credit Facility."

(b) Consists of (i) approximately $627.6 million of gross proceeds from the June 2001 offerings by Mediacom Communications of Class A common stock and convertible notes and (ii) $125.0 million borrowed under Mediacom LLC's subsidiary credit facilities. Of such amounts, $725.0 million was contributed to the member's equity of Mediacom Broadband LLC, net of $27.6 million of underwriting commissions and other fees and expenses incurred by Mediacom Communications.

(c) Consists of 12% preferred members' interests which pay quarterly cash dividends. Funds for the preferred equity investment were borrowed under Mediacom LLC's subsidiary credit facilities.

(d) Includes expenses related to the AT&T acquisitions, underwriting commissions, initial purchasers' discounts and other fees and expenses related to the financing transactions, including the $27.6 million described in note (b) above.

Principal Executive Offices

Our principal executive offices are located at 100 Crystal Run Road, Middletown, New York 10941. Our telephone number is (845) 695-2600.

Initial Offering

The initial notes were originally issued by Mediacom Broadband LLC and Mediacom Broadband Corporation on June 29, 2001 in a private offering. We are parties to a registration rights agreement with the initial purchasers of the initial notes pursuant to which we agreed, among other things, to file a registration statement with respect to the exchange notes on or before December 26, 2001 and to use our best efforts to have the registration statement declared effective by April 25, 2002.

Recent Developments

We utilize Excite@Home to provide our customers with high-speed Internet service. On September 28, 2001, Excite@Home filed for Chapter 11 bankruptcy protection in U.S. Bankruptcy Court in San Francisco. At the same time, Excite@Home announced the sale of essentially all of its broadband Internet access business assets and related services to AT&T Corp., subject to court approval. On October 10, 2001, we were informed by Excite@Home that it would no longer add new customers to its broadband Internet access system. In addition, Excite@Home filed a motion to reject or terminate its agreements with all cable companies, including Excite@Home's understanding with us. On October 17, 2001, our manager entered into a letter agreement with Excite@Home under which Excite@Home agreed to add new customers and provide service to new and existing customers through November 30, 2001. Excite@Home announced that it would withdraw its motion to reject or terminate agreements with respect to any cable company that signed a letter agreement and that it would refile the motion in November for determination in accordance with the sale of Excite@Home's business assets and related services to AT@T Corp. On October 19, 2001, a committee composed of the bondholders of Excite@Home filed a motion with the bankruptcy court to compel Excite@Home to stop providing services to its cable customers unless the cable companies agree to better terms or buy the company at a price acceptable to the creditors. This motion is scheduled to be heard on November 15, 2001. We intend to vigorously oppose this motion.

Our manager is currently exploring options that will enable us to continue to provide high-speed Internet service. These options include extending our agreement with Excite@Home, establishing a relationship with other providers of high-speed Internet service or developing the infrastructure and expertise necessary to provide the service ourselves. There can be no assurance that we will be able to continue to provide high-speed Internet service to our customers without disruptions.

Summary of Exchange Offer

We are offering to exchange $400.0 million aggregate principal amount of our exchange notes for $400.0 million aggregate principal amount of our initial notes. To exchange your initial notes, you must properly tender them and we must accept your tender. We will exchange all outstanding initial notes, subject to certain restrictions, that are validly tendered and not validly withdrawn.

Expiration.....	Date The exchange offer will expire at 5:00 p.m., New York City time, on , 2001, unless we extend it.
Registration Rights Agreement.....	You have the right, subject to certain restrictions, to exchange the initial notes that you hold for exchange notes that are substantially identical in all material respects to the initial notes, except that the cash interest rate step-up provisions shall be modified or eliminated, as appropriate. This exchange offer is intended to satisfy these rights. Once the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your initial notes.
Accrued Interest on the Exchange Notes and Initial Notes.....	The exchange notes will bear interest from their issuance date. Holders of initial notes which are accepted for exchange will receive, in cash, accrued and unpaid interest on the initial notes to, but not including, the issuance date of the exchange notes. Such interest will be paid with the first interest payment on the exchange notes.
Conditions to the Exchange Offer.....	The exchange offer is subject to customary conditions, which we may waive. You should read the discussion under "Exchange Offer--Conditions to the Exchange Offer" for more information regarding conditions of the exchange offer.
Procedures for Tendering Initial Notes..	If you are a holder of initial notes and wish to accept the exchange offer, you must either: . complete, sign and date the accompanying letter of transmittal, or a facsimile of the letter of transmittal; or . arrange for The Depository Trust Company to transmit required information to the exchange agent in connection with a book-entry transfer. The exchange agent must receive such documentation or information and your initial notes on or prior to the expiration date at the address set forth in the section of this prospectus entitled "Exchange Offer--Exchange Agent."
Representation Upon Tender.....	By tendering your initial notes in this manner, you will be representing, among other things, that:

	. the exchange notes you acquire in the exchange offer are acquired in the ordinary course of your business; . you have no arrangement or understanding with any person to participate, in the distribution of the exchange notes issued to you in the exchange offer; and . you are not a party related to us.
Procedures for Beneficial Owners.....	If you are the beneficial owner of initial notes registered in the name of a broker, dealer or other nominee and you wish to tender your initial notes, you should contact the person in whose name your initial notes are registered and promptly instruct the person to tender on your behalf within the time period set forth in the section of this prospectus entitled "Exchange Offer."
Procedures for Broker-Dealers.....	Each broker-dealer that receives exchange notes for its own account in exchange for initial notes, where such initial notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution".
Material U.S. Federal Tax Consequences.....	The exchange of initial notes for exchange notes will not result in any gain or loss to you for U.S. federal income tax purposes. Your holding period for the exchange notes will include the holding period for the initial notes and your adjusted tax basis of the exchange notes will be the same as your adjusted tax basis of the initial notes at the time of the exchange. For additional information, you should read the discussion under "U.S. Federal Tax Considerations."
Failure to Exchange Will Affect You Adversely...	Initial notes that are not tendered, or that are tendered but not accepted, will be subject to the existing transfer restrictions on the initial notes after the exchange offer and, subject to certain exceptions, we will have no further obligation to register the initial notes under the Securities Act of 1933. If you do not participate in the exchange offer, the liquidity of your initial notes could be adversely affected. See "Risk Factors-Your failure to participate in this exchange offer will have adverse consequences."
Guaranteed Delivery Procedures.....	If you wish to tender your initial notes and time will not permit your required documents to reach the exchange agent by the expiration date, or the procedure for book-entry transfer cannot be completed on or prior to the expiration date, you may tender your initial notes according to the

guaranteed delivery procedures
set forth in the section of
this prospectus entitled
"Exchange Offer--Guaranteed
Delivery Procedure."

Acceptance of Initial Notes; Delivery of Exchange Notes	Subject to customary conditions, we will accept initial notes which are properly tendered in the exchange offer and not withdrawn, before 5:00 p.m., New York City time, on the expiration date of the exchange offer. The exchange notes will be delivered as promptly as practicable following the expiration date.
Use of Proceeds	We will not receive any proceeds from the exchange offer.
Exchange Agent	The Bank of New York is the exchange agent for the exchange offer.

The Offering

For a more complete description of the terms of the notes, see "Description of the Notes."

Issuers	Mediacom Broadband LLC and Mediacom Broadband Corporation.
Securities Offered	$400,000,000 aggregate principal amount of 11% senior notes due 2013.
Maturity	July 15, 2013.
Interest	Interest on the notes will accrue at the rate of 11% per year, payable semiannually in cash in arrears on each January 15 and July 15, commencing January 15, 2002.
Ranking	The notes will be our senior unsecured obligations. They will: . effectively rank behind any of our secured debt and all existing and future indebtedness and other liabilities of our subsidiaries; . rank equally in right of payment to all of our unsecured debt that does not expressly provide that it is subordinated to the notes; and . rank ahead of all our future debt that expressly provides that it is subordinated to the notes. As of June 30, 2001, after giving pro forma effect to the AT&T acquisitions and related financing activities, we had approximately $1,255.0 million of debt outstanding (including approximately $855.0 million of debt of our subsidiaries), and our subsidiaries had $545.0 million of unused credit commitments under their revolving credit facility. Neither our manager, any of our subsidiaries (other than Mediacom Broadband Corporation, the co-issuer of the exchange notes) nor any of our manager's other subsidiaries (including Mediacom LLC) will guarantee or otherwise be an obligor under the exchange notes.
Optional Redemption	On or after July 15, 2006, we may redeem some or all of the exchange notes at any time at the redemption prices described in the section "Description of the Notes--Optional Redemption," plus accrued and unpaid interest to the date of redemption.

	At any time prior to July 15, 2004, we may redeem up to 35% of the original principal amount of the exchange notes with the net cash proceeds of certain equity offerings at a redemption price equal to 111% of the principal amount of exchange notes so redeemed, plus accrued and unpaid interest to the date of redemption. See "Description of the Notes--Optional Redemption."
Change of Control.....	Upon a change of control, as defined under the section entitled "Description of the Notes," you will have the right, as a holder of exchange notes, to require us to repurchase your exchange notes at a repurchase price equal to 101% of their principal amount, plus accrued and unpaid interest to the date of repurchase.
Restrictive Covenants	The indenture governing the exchange notes contain certain covenants that limit, among otherthings, our ability and the ability of our restricted subsidiaries to: . incur additional debt; . pay dividends on our equity interests or repurchase our equity interests; . make certain investments; . enter into certain types of transactions with affiliates; . limit dividends or other payments by our restricted subsidiaries to us; . use assets as security in other transactions; and . sell certain assets or merge with or into other companies. These restrictive covenants are subject to a number of important qualifications. For more details, see "Description of the Notes--Covenants."

Summary Historical Combined Financial and Other Data of the AT&T Systems

The following summary historical combined financial and other data of the AT&T systems have been derived from and should be read in conjunction with "Selected Historical Combined Financial and Other Data of the AT&T Systems" and the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) included elsewhere in this prospectus.

	Year Ended December 31, 1998	Period from January 1 Through February 28, 1999	Period from March 1 Through December 31, 1999	Year Ended December 31, 2000	Six Months Ended June 30, 2000 (unaudited)	Six Months Ended June 30, 2001 (a) (unaudited)
			(dollars in thousands)			
Statement of Operations Data:						
Revenue	$ 368,290	$ 63,335	$ 336,571	$ 439,541	$ 212,460	$ 229,991
Costs and expenses:						
Operating	165,519	31,500	168,582	223,530	105,399	124,419
Selling, general and administrative	29,953	5,586	35,466	39,892	19,265	20,835
Management fees	12,778	1,927	13,440	22,267	8,951	15,815
Depreciation and amortization	63,786	10,831	90,166	137,182	66,918	76,975
Restructuring charge	--	--	--	--	--	570
Operating income (loss)	96,254	13,491	28,917	16,670	11,927	(8,623)
Interest expense, net	--	--	--	--	--	--
Other expenses	--	--	--	--	--	--
Gain on disposition of assets(b)	--	--	--	--	--	11,877
Income before income taxes	96,254	13,491	28,917	16,670	11,927	3,254
Provision for income taxes	38,905	5,440	11,620	6,646	4,767	959
Net income	$ 57,349	$ 8,051	$ 17,297	$ 10,024	$ 7,160	$ 2,295
Balance Sheet Data (end of period):						
Total assets	$ 933,530	$ 937,792	$ 2,306,050	$ 2,307,354	$ 2,313,086	$1,962,572
Total debt	--	--	--	--	--	--
Total member's equity	--	--	--	--	--	--
Other Data:						
System cash flow(c)	$ 172,818	$ 26,249	$ 132,523	$ 176,119	$ 87,796	$ 84,737
System cash flow margin(d)	46.9%	41.4%	39.4%	40.1%	41.3%	36.8%
EBITDA(e)	$ 160,040	$ 24,322	$ 119,083	$ 153,852	$ 78,845	$ 68,922
EBITDA margin(f)	43.5%	38.4%	35.4%	35.0%	37.1%	30.0%
Net cash flows provided by (used in) operating activities	$ 98,608	$ 10,607	$ 89,707	$ 119,756	$ 61,869	$ (40,883)
Net cash flows used in investing activities	(84,076)	(16,028)	(159,052)	(131,177)	(70,420)	(28,622)
Net cash flows (used in) provided by financing activities	(11,158)	(74)	77,695	14,493	12,655	69,926
Excess of earnings over fixed charges(g)	96,254	13,491	28,917	16,670	11,927	3,254

(notes on following page)

(a) The statement of operations data represents the historical revenue and costs and expenses of the Georgia, Illinois and Iowa systems for the six months ended June 30, 2001 and the Missouri systems through the date of acquisition (June 29, 2001) by Mediacom Broadband LLC. The balance sheet data represents the financial position of the Georgia, Illinois and Iowa systems as of June 30, 2001. The net assets of the Missouri systems were acquired by Mediacom Broadband LLC on June 29, 2001 for a purchase price of approximately $308.1 million. The acquisition was accounted for using the purchase method of accounting. See Note 1 to the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) appearing elsewhere in this prospectus.

(b) Represents the gain on disposition from the sale of the Missouri systems to Mediacom Broadband LLC on June 29, 2001 for cash proceeds of approximately $308.1 million.

(c) Represents EBITDA, as defined in note (e) below, before management fees. 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 prospectus 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.

(d) Represents system cash flow as a percentage of revenue.

(e) Represents operating income (loss) before depreciation and amortization and restructuring charge. 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 prospectus 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.

(f) Represents EBITDA as a percentage of revenue.

(g) For the purpose of this calculation, earnings are defined as net loss before taxes and fixed charges. Fixed charges represents total interest costs.

Summary Historical and Unaudited Pro Forma Financial and Other Data of Mediacom Broadband LLC

The following summary historical and unaudited pro forma financial and other data of Mediacom Broadband LLC have been derived from and should be read in conjunction with "Unaudited Pro Forma Financial Statements" and "Selected Historical Financial and Other Data of Mediacom Broadband LLC" and the historical financial statements of Mediacom Broadband LLC included elsewhere in this prospectus.

	Year Ended December 31, 2000 Pro Forma	Period from Inception (April 5, 2001) to June 30 2001 Historical(a)	Six Months Ended June 30, 2001 Pro Forma
	(unaudited)	(unaudited)	(unaudited)
	(dollars in thousands)		
Statement of Operations Data:			
Revenue	$ 439,541	$ 213	$ 230,204
Costs and expenses:			
Operating	223,530	86	124,505
Selling, general and administrative	39,892	42	20,877
Management fees	22,267	--	15,815
Depreciation and amortization	247,140	150	123,574
Restructuring charge	--	--	570
Operating loss	(93,288)	(65)	(55,137)
Interest expense, net	119,225	244	53,338
Other expenses	2,725	--	1,703
Loss before income taxes	(215,238)	(309)	(110,178)
Provision for income taxes	250	--	125
Net loss	$ (215,488)	$ (309)	$ (110,303)
Dividends on preferred members' interests	$ 18,000	--	$ 9,000
Balance Sheet Data (end of period):			
Total assets		$ 737,919	$ 2,153,504
Total debt		400,000	1,255,000
Preferred members' interests		--	150,000
Total member's equity		336,047	724,691
Other Data:			
System cash flow(b)	$ 176,119	$ 85	$ 84,822
System cash flow margin(c)	40.1%	39.9%	36.8%
EBITDA(d)	$ 153,852	$ 85	$ 69,007
EBITDA margin(e)	35.0%	39.9%	30.0%
Net cash flows provided by operating activities		$ 537	
Net cash flows used in investing activities		(308,116)	
Net cash flows provided by financing activities		726,246	
Deficiency of earnings over fixed charges(f)	$ (215,238)	$ (309)	$ (110,178)

(notes on following page)

(a) Represents the financial statements of Mediacom Broadband LLC as of June 30, 2001 and for the period from inception (April 5, 2001) through June 30, 2001. Mediacom Broadband LLC acquired the Missouri systems from AT&T Broadband on June 29, 2001 for a purchase price of approximately $308.1 million. The acquisition was accounted for using the purchase method of accounting. For the period from inception (April 5, 2001) through June 29, 2001, Mediacom Broadband LLC did not conduct operations of its own.

(b) Represents EBITDA, as defined in note (d) below, before management fees. 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 prospectus 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.

(c) Represents system cash flow as a percentage of revenue.

(d) Represents operating loss before depreciation and amortization and restructuring charge. 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 prospectus 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.

(e) Represents EBITDA as a percentage of revenue.

(f) For the purpose of this calculation, earnings are defined as net loss before taxes and fixed charges. Fixed charges represents total interest costs.

Summary Historical Operating and Technical Data

The table below sets forth summary historical operating and technical data of the AT&T systems as of June 30, 2001, except average monthly revenues per basic subscriber, which is presented for the three months ended June 30, 2001.

	June 30, 2001
Operating Data:	
Homes passed(a)	1,407,000
Basic subscribers(b)	800,000
Basic penetration(c)	56.9%
Premium service units(d)	959,500
Premium penetration(e)	119.9%
Average monthly revenues per basic subscriber(f)	$47.64
Digital Cable:	
Digital-ready basic subscribers(g)	770,000
Digital customers	210,000
Digital penetration(h)	27.3%
Data:	
Data-ready homes passed(i)	650,000
Data-ready homes marketed(j)	580,000
Cable modem customers	62,000
Data penetration(k)	10.7%
Cable Network Data:	
Miles of plant	19,000
Density(l)	74
Number of headends	162
Number of headends upon completion of upgrades(m)	18
Percentage of cable network at 550MHz to 870MHz	50%

(notes on following page)

Notes to Summary Historical Operating and Technical Data

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

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

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

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

(e) 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.

(f) Represents average monthly revenues for the last three months of the period divided by average basic subscribers for such period.

(g) A subscriber is digital-ready if the subscriber is in a cable system where digital cable service is available.

(h) Represents digital customers as a percentage of digital-ready basic subscribers.

(i) A home passed is data-ready if it is in a cable system with two-way communications capability.

(j) Represents data-ready homes passed where cable modem service is available.

(k) Represents the number of total cable modem customers as a percentage of total data-ready homes marketed.

(l) Represents homes passed divided by miles of plant.

(m) Represents an estimate based on our current headend consolidation plan, which we expect to substantially complete by December 2003.

You should carefully consider the risk factors set forth below, as well as the other information appearing elsewhere in this prospectus before tendering your initial notes in exchange for exchange notes.

Your failure to participate in this exchange offer will have adverse consequences.

Holders of initial notes who do not tender their initial notes in exchange for exchange notes pursuant to this exchange offer will continue to be subject to the restrictions on transfer of the initial notes as a consequence of the issuance of the initial notes pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933. In general, initial notes may not be offered or sold unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not anticipate that we will register the initial notes under the Securities Act.

Because of the lack of a public market for the exchange notes, you may not be able to sell your exchange notes at all or at an attractive price.

The exchange notes are a new issue of securities with no existing trading market. We do not intend to have the exchange notes listed on a national securities exchange, although we expect that they will be eligible for trading on the PORTAL system. While several financial companies have advised us that they currently intend to make a market in the exchange notes, they are not obligated to do so, and may discontinue market making at any time without notice. In addition, market-making activity will be subject to the limits imposed by the Securities Act and the Securities Exchange Act of 1934. As a result, we cannot assure you that an active trading market will develop for the exchange notes or, if one does develop, that it will be maintained.

The liquidity of the trading market in the exchange notes, if any active trading market develops, and the market price quoted for the exchange notes, may be adversely affected by changes in the overall market for debt securities generally or the interest of securities dealers in making a market in the exchange notes and by changes in our financial performance or prospects or in the prospects for companies in our industry generally. In addition, the market for non-investment grade debt has historically been subject to disruptions that have caused volatility in prices. It is possible that the market for the exchange notes will be subject to disruptions. Any such disruptions may have a negative effect on you, as a holder of the exchange notes, regardless of our prospects and financial performance. Accordingly, we cannot assure you as to the liquidity of the market for the exchange notes or the prices at which you may be able to sell the exchange notes.

Our substantial amount of debt could impair our financial health and prevent us from fulfilling our obligation under the notes.

We have a significant amount of debt. The following chart shows important credit statistics and is presented on a pro forma basis which gives effect to our acquisitions of the AT&T systems and related financing activities described in this prospectus and the application of the proceeds as described in this prospectus:

	Pro Forma as of June 30, 2001
	(dollars in thousands)
Total debt	$ 1,255,000
Member's equity	724,691
Debt to equity ratio	1.73x

On a pro forma basis, our earnings would have been inadequate to cover fixed charges by approximately $110.2 million for the six months ended June 30, 2001. The debt to equity ratio provided above is often used by investors to evaluate a company's capital structure and its ability to make payments on its debt.

Our 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 our indebtedness, 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 exposes 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 business strategy.

Any inability to repay our debt or obtain additional financing, as needed, could adversely affect our business, financial condition and results of operations.

A default under the indenture governing the exchange notes or under our subsidiary credit facility could result in an acceleration of our indebtedness or a foreclosure on the membership interests of our operating subsidiaries, which would have a material adverse effect on our business, financial condition and results of operations.

The indenture governing the exchange notes and the loan agreement governing our subsidiary credit facility contain numerous financial and operating covenants. The breach of any of these covenants will result in a default under the indenture or loan agreement which could result in the indebtedness under our indenture or loan agreement becoming immediately due and payable. If this were to occur, we would be unable to adequately finance our operations. In addition, a default under our indenture or the loan agreement governing our subsidiary credit facility could result in a default or acceleration of our other indebtedness subject to cross-default provisions. If this occurs, we may not be able to pay our debts or borrow sufficient funds to refinance them. Even if new financing is available, it may not be on terms that are acceptable to us. The membership interests of our operating subsidiaries are pledged as security under our subsidiary credit facility. A default under our subsidiary credit facility could result in a foreclosure by the lenders on the membership interests pledged under such facility. Because we are dependent upon our operating subsidiaries for all of our revenues, a foreclosure by the lenders under our subsidiary credit facility would have a material adverse effect on our business, financial condition and results of operations.

The historical financial information for the AT&T systems included in this prospectus may not be representative of our results as an independent company.

Except as noted in the next sentence, for the periods during which financial statements of the AT&T systems are presented in this prospectus, the AT&T systems operated as fully integrated businesses of AT&T Broadband. On June 29, 2001, we acquired the Missouri systems. The AT&T systems combined financial statements (referred to as the Mediacom Systems Combined Financial Systems) have been derived from the financial statements and accounting records of AT&T Broadband and reflect significant assumptions and allocations. This historical financial information presents the business of the AT&T systems as if they had been a separate stand-alone enterprise. This information may not necessarily reflect what the results of operations, financial position and cash flows would have been during the periods presented if the businesses had been a separate, stand-alone entity during the periods presented and may not be indicative of our future results of operations, financial position and cash flows.

In particular, the costs during the periods presented were based on internal cost allocation methods determined by AT&T Broadband. Much of the costs are for services provided by AT&T Broadband and its affiliates. The AT&T systems have relied on AT&T Broadband and its related companies for providing certain administrative, management and other services. These costs do not necessarily represent what our actual costs would have been if we had operated the AT&T systems as a stand-alone company and performed these services ourselves or if we had purchased these services from independent parties. Further, these costs may not be indicative of what our actual costs will be going forward. In addition, the financial statements of the AT&T systems include certain assets, liabilities, revenues and expenses which were not historically recorded at the level of, but are associated with, the AT&T systems. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Moreover, the historical financial statements of the AT&T systems reflect the results of operations, cash flows and financial condition of a mature cable television business with no debt. We incurred significant amounts of debt in order to fund the acquisitions of the AT&T systems. In addition, a primary component of our business strategy is to make significant capital expenditures, financed in part with additional debt, in order to upgrade our network to allow us to offer advanced broadband products and services, including digital cable and cable modem services, to substantially all of our customers.

Accordingly, the historical financial information of the AT&T systems included in this prospectus is not necessarily indicative of our future results of operations, cash flows and financial condition.

We expect to continue to incur net losses and we may not be profitable in the future.

We expect to continue to incur net losses in the future. The principal reasons for such expected net losses include the depreciation and amortization expenses associated with the initial acquisitions of the AT&T systems and the planned capital expenditures related to expanding and upgrading our cable systems, as well as interest costs associated with borrowed money.

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

Several of the covenants contained in the indenture governing the exchange notes and contained in the agreement governing our subsidiary credit facility 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.

Complying with these covenants could cause us to take actions that we otherwise would not take or cause us not to take actions that we otherwise would take.

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, we would not be able to implement our business strategy and our growth would be adversely affected.

If we are unable to successfully implement our business strategy, our business, financial condition and results of operations could be adversely affected.

The implementation of our business strategy will place significant demands on our and our manager's management and operational, financial and marketing resources. We cannot assure you that we or our manager will be successful in operating our cable systems. The successful implementation of our business strategy involves the following principal risks which could materially adversely affect our business, financial condition and results of operations:

- the operation of our cable systems places significant demands on our manager's management team and may result in significant unexpected operating difficulties, liabilities or contingencies;
- our manager may be unable to recruit additional qualified personnel which may be required to integrate and manage our cable systems; and
- some of our manager's operational, financial and management systems may be incompatible with or inadequate to effectively implement our business strategy.

In addition, each of the above risks may apply to any future acquisition of cable systems.

If we are unsuccessful in further introducing new and advanced broadband products and services, our profitability could be adversely affected.

We expect that a substantial portion of our future growth will be achieved through revenues from new and advanced broadband products and services. 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 roll-out of advanced broadband products and services may be limited by the availability of certain equipment, in particular, digital set-top terminals and cable modems.

If the current supplier of high-speed Internet service to our customers is unable or refuses to continue to provide this service, our ability to obtain additional revenues from offering this service will be impaired.

We utilize Excite@Home to provide our customers with high-speed Internet service. On September 28, 2001, Excite@Home filed for Chapter 11 bankruptcy protection in U.S. Bankruptcy Court in San Francisco. At the same time, Excite@Home announced the sale of essentially all of its broadband Internet access business assets and related services to AT&T Corp., subject to court approval. On October 10, 2001, we were informed by Excite@Home that it would no longer add new customers to its broadband Internet access system. In addition, Excite@Home filed a motion to reject or terminate its agreements with all cable companies, including Excite@Home's understanding with us. On October 17, 2001, our manager entered into a letter agreement with Excite@Home under which Excite@Home agreed to add new customers and provide service to new and existing customers through November 30, 2001. Excite@Home announced that it would withdraw its motion to reject or terminate agreements with respect to any cable company that signed a letter agreement and that it would refile the motion in November for determination in accordance with the sale of Excite@Home's business assets and related services to AT@T Corp. On October 19, 2001, a committee composed of the bondholders of Excite@Home filed a motion with the bankruptcy court to compel Excite@Home to stop providing services to its cable customers unless the cable companies agree to better terms or buy the company at a price acceptable to the creditors. This motion is scheduled to be heard on November 15, 2001. We intend to vigorously oppose this motion.

Our manager is currently exploring options that will enable us to continue to provide high-speed Internet service. These options include extending our agreement with Excite@Home, establishing a relationship with other providers of high-speed Internet service or developing the infrastructure and expertise necessary to provide the service ourselves. There are a limited number of providers of high-speed Internet service and demand for skilled employees in this field is high. We may not be able to obtain this service from another provider on acceptable terms, if at all. Furthermore, we may not be able to successfully develop the infrastructure and expertise to offer this service ourselves in an acceptable period of time or at an acceptable cost. The transition from Excite@Home to a new

provider may result in service interruptions to our existing high-speed Internet service customers and may delay a roll-out of this service to new customers, which could have a material adverse effect on our ability to implement our business strategy and on our business and operations.

Our programming costs may increase significantly and we may not be able to pass these costs on to our customers, which could materially adversely affect our profitability.

We believe that programming costs for our cable systems will increase by up to $7.8 million per annum because certain volume discounts historically received by such cable systems from AT&T Broadband are not available under our manager's existing arrangements with programming suppliers. In addition, 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. Furthermore, 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 materially adversely affect our profitability.

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

The expansion and upgrade of our cable systems requires 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. As a result, our construction costs may increase significantly. In addition, we may not be able to construct new cable systems or expand or upgrade existing or acquired cable systems in a timely manner or at a reasonable cost, which may adversely affect our growth and profitability.

If we are unable to obtain necessary equipment and software from our suppliers, our ability to offer our products and services and roll-out advanced broadband products and services may be impaired.

We depend on third-party suppliers for the set-top converter boxes, fiber-optic cable and other equipment and software necessary for us to provide both analog and digital cable services. This equipment and software is available from a limited number of suppliers. We do not expect to carry significant inventories of equipment. If there are delays in obtaining software or demand for equipment exceeds our inventories and we are unable to obtain software and equipment on a timely basis and at an acceptable cost, our ability to offer our products and services and roll-out advanced broadband products and services may be impaired. In addition, if there are no suppliers that are able to provide set-top converter boxes that comply with evolving Internet and telecommunications standards or that are compatible with other equipment and software that we use, our business, financial condition and results of operations could be materially adversely affected.

We had no operating history prior to June 29, 2001, which may lead to risks or unanticipated expenses similar to those of a start-up company.

We began operations as a stand-alone company on June 29, 2001, the date we closed the acquisition of the Missouri cable systems from AT&T Broadband. The operation of the AT&T systems as a stand-alone business is likely to lead to a number of transitional issues relating to, among other things, the collection of accurate data regarding, but not limited to, our number of subscribers and our billing relationships. These issues could lead to a decrease in our revenues, an increase in our expenses or a delay in our network upgrade.

We depend on our manager for the provision of essential management functions.

We do not have separate senior management and are dependent on our manager for the operation of our business. Our manager also manages Mediacom LLC's operating subsidiaries. Following the completion of our acquisitions of the AT&T systems, the number of customers served by the cable systems managed by our manager increased significantly and our manager continues to devote a significant portion of its personnel and other resources to the management of Mediacom LLC's cable systems. As a result, the attention of our manager's senior executive

officers may be diverted from the management of our cable systems and the allocation of resources between our cable systems and Mediacom LLC's cable systems could give rise to conflicts of interest.

The successful execution of our business strategy depends on the ability of our manager to efficiently manage our cable systems. In addition, we are also dependent on our manager to operate Mediacom LLC's cable systems effectively in order to enable us to achieve operating synergies, such as the joint purchasing of programming, expected to result from the AT&T acquisitions. Mediacom LLC's operating subsidiaries have substantial indebtedness that, among other things, could make our manager more vulnerable to economic downturns and to adverse developments in its business. Although our manager has advised us that it currently intends to charge management fees to our operating subsidiaries in an amount equal to the corporate expenses it will incur to manage our cable systems, which it currently estimates will equal approximately 1.5% of the revenue of our cable systems, we cannot assure you that it will not exercise its right under its management agreements with our operating subsidiaries to increase the management fees, which under such agreements may not exceed 4.0% of each subsidiary's gross operating revenues. If our manager were to experience any material adverse change in its business, the risks described in this risk factor could intensify and our business, financial condition and results of operations could be materially adversely affected.

If our manager were to lose members of its senior management and could not find appropriate replacements in a timely manner, our business could be adversely affected.

If any member of our manager's senior management team ceases to participate in our business and operations, our profitability could suffer. Our success is substantially dependent upon the retention of, and the continued performance by, our manager's senior management, including Rocco B. Commisso, its Chairman and Chief Executive Officer. Our manager has not entered into an employment agreement with Mr. Commisso. Neither we nor our manager currently maintains key man life insurance on Mr. Commisso.

Our business could be adversely affected by labor disputes.

Approximately 6.9% of our cable systems' employees are represented by unions but are not covered by any collective bargaining agreements. Under the asset purchase agreements relating to our acquisitions of the AT&T systems, we were not required to assume any obligations under any collective bargaining agreements existing prior to such acquisitions. However, we are required to negotiate in good faith with the labor unions regarding new labor contracts. We cannot assure you that any negotiations we may undertake with such unions will result in outcomes satisfactory to us. We also cannot assure you that we will not experience work stoppages, strikes or slowdowns. A prolonged work stoppage, strike or slowdown could have a material adverse effect on our business.

The Chairman and Chief Executive Officer of Mediacom Communications 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, the Chairman and Chief Executive Officer of Mediacom Communications, controls approximately 76.4% of the combined voting power of its common stock. As a result, Mr. Commisso will generally have the ability to control the outcome of all matters requiring stockholder approval, including the election of its entire board of directors, the approval of any merger or consolidation and the sale of all or substantially all of its assets.

Risks Related to Our Industry

Our cable television business is subject to extensive governmental legislation and regulation.

The cable television industry is subject to extensive legislation and regulation at the federal and local levels, and, in some instances, at the state level, and many aspects of such regulation are currently the subject of

judicial and administrative proceedings and legislative and administrative proposals. We expect that court actions and regulatory proceedings will continue to refine our rights and obligations under applicable federal, state and local laws. The results of these judicial and administrative proceedings and legislative activities may materially affect our business operations. We cannot predict whether any of the markets in which we operate will expand the regulation of our cable systems in the future or the impact that any such expanded regulation may have upon our business.

We operate in a very competitive business environment.

The communications industry in which we operate is highly competitive and is often subject to rapid and significant changes and developments in the marketplace and in the regulatory and legislative environment. In some instances, we compete against companies with fewer regulatory burdens, easier access to financing, greater resources and operating capabilities, greater brand name recognition and long-standing relationships with regulatory authorities. The traditional cable television business of our cable systems faces direct competition from other cable television operators, telephone companies, and, most significantly, from direct broadcast satellite operators. Our high-speed Internet service is subject to competition from telephone companies using digital subscriber line technology, direct broadcast satellite operators and other Internet service providers. We also face competition from over-the-air television and radio broadcasters and from other communications and entertainment media such as movie theaters, live entertainment and sports events, newspapers and home video products.

We expect that future advances in communications technology could lead to the introduction of new competitors, products and services that may compete with our business. We cannot assure you that upgrading our cable systems will allow us to compete effectively. Additionally, if we expand and introduce new and enhanced telecommunications services, our cable systems will be subject to competition from new and established telecommunications providers. We cannot predict the extent to which competition may effect the business and operations of our cable systems in the future.

Our cable systems' 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 cable operators and other potential competitors, such as telephone companies and investor-owned municipal utility providers, may be granted franchises and may build cable systems in markets served by our cable systems. Any such competition could adversely affect our business, financial condition and results of operations. The existence of multiple cable systems in the same geographic area is generally referred to as an overbuild. As of June 30, 2001, approximately 10.4% of the homes passed by the AT&T systems were overbuilt by other cable operators. We cannot assure you that competition will not develop in other markets that we serve.

We may be required to provide access to our cable network 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, the Federal Communications Commission and some state legislatures and local franchising authorities 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 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, the Federal Communications Commission and various state legislatures considering the issue have declined to impose these requirements. This same open access issue is currently 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.

The cost of attaching our facilities to poles owned by utilities may increase significantly.

Cable television companies pay fees to electric and telephone utility companies for the use of space to affix their lines and associated equipment on the utilities' poles and in their underground conduits. The rates, terms and conditions of cable operators' attachments are regulated at the federal level unless state authorities regulate such matters, as is the case in certain states in which we operate. At the federal level, there is one rate formula for cable television systems and another formula, which produces somewhat higher rates, for telecommunication providers

and cable systems which offer telecommunication services. The U.S. Supreme Court is reviewing an adverse federal appellate court ruling that eliminated federal jurisdiction and oversight of pole and conduit attachment rates for cable operators that provide commingled cable television and high-speed Internet access services over their cable facilities. If this case is affirmed, the rates for thousands of our pole attachments are likely to significantly increase and the other contractual terms and conditions of our pole and conduit attachments will likely become more burdensome.

If we offer telecommunications services, we may become subject to additional regulatory burdens.

If we provide telecommunications services over our communications facilities, we may be required to obtain additional federal, state and local permits or other governmental authorizations to offer these services. This process, together with accompanying regulation of these services, would place additional costs and regulatory burdens on us.

Risks Related to the Exchange Notes

Our ability to incur additional debt in the future could increase the risks facing the holders of the exchange notes.

We may incur substantial additional debt in the future, and we may do so in order to finance future acquisitions and investments. The terms of the indenture governing the exchange notes do not fully prohibit us or our subsidiaries from doing so. The addition of further debt to our current debt levels could intensify the leverage related risks that we now face. The indenture governing the exchange notes also permits us to incur certain additional debt which may be secured debt.

The exchange notes are effectively subordinated to all debt and other liabilities of our subsidiaries.

Mediacom Broadband LLC is a holding company. As a result, the exchange notes are effectively subordinated to all existing and future liabilities of our subsidiaries, including debt under our subsidiary credit facility. If the maturity of the loans under our subsidiary credit facility were accelerated, our subsidiaries would have to repay all debt outstanding under that credit facility before they could distribute any assets or cash to us. Remedies to the lenders under our subsidiary credit facility could constitute events of default under the indenture governing the notes. If these remedies were exercised, the maturity of the exchange notes could be accelerated, and our subsidiaries' obligations under our subsidiary credit facility could also be accelerated. In such circumstances, there can be no assurance that our subsidiaries' assets would be sufficient to repay all of their debt and then to make distributions to us to enable us to meet our obligations under the indenture. Claims of creditors of our subsidiaries, including general trade creditors, will generally have priority over holders of the exchange notes as to the assets of our subsidiaries. Additionally, any right we may have to receive assets of any of our subsidiaries upon such subsidiary's liquidation or reorganization will be effectively subordinated to the claims of the subsidiary's creditors, except to the extent, if any, that we ourselves are recognized as a creditor of such subsidiary, in which case our claims would still be subordinate to the claims of such creditors who hold security in the assets of such subsidiary to the extent of such assets and to the claims of such creditors who hold indebtedness of such subsidiary senior to that held by us. As of June 30, 2001, on a pro forma basis after giving effect to our acquisitions of the AT&T systems and the other related financing activities, the aggregate amount of the debt and other liabilities of our subsidiaries as to which holders of the exchange notes would have been effectively subordinated was approximately $1.3 billion and our subsidiaries would have had approximately $545.0 million of unused credit commitments under the revolving credit portion of our subsidiary credit facility. Our subsidiaries may incur additional debt in the future and the exchange notes will be effectively subordinated to such debt.

We have no operations and must rely on dividends from our subsidiaries to make payments on the exchange notes.

We do not have any operations or assets other than our ownership of our subsidiaries. As a result, we must rely on dividends and other advances and transfers of funds from our subsidiaries to provide the funds necessary to make payments on the exchange notes.

Our subsidiaries' ability to pay such dividends and make such advances and transfers will be subject to applicable state laws restricting the payment of dividends, and to restrictions in our subsidiary credit facility and other agreements governing debt of our subsidiaries. Our subsidiary credit facility imposes substantial restrictions on the ability of our subsidiaries to make distributions to us. Future borrowings by our subsidiaries can also be expected to contain restrictions or prohibitions on distributions by them to us.

Our ownership interests in our subsidiaries are pledged as collateral under our subsidiary credit facility and may not be available to holders of the exchange notes.

All of our ownership interests in our subsidiaries are pledged as collateral under our subsidiary credit facility. Therefore, if we are unable to pay principal or interest on the exchange notes, the ability of the holders of the exchange notes to proceed against the ownership interests in our subsidiaries to satisfy such amounts would be subject to the prior satisfaction in full of all amounts owing under our subsidiary credit facility. Any action to proceed against such interests by or on behalf of the holders of exchange notes would constitute an event of default under our subsidiary credit facility entitling the lenders thereunder to declare all amounts owing thereunder to be immediately due and payable. In addition, as secured creditors, the lenders under our subsidiary credit facility would control the disposition and sale of our subsidiaries' interests after an event of default under our subsidiary credit facility and would not be legally required to take into account the interests of our unsecured creditors, such as the holders of the exchange notes, with respect to any such disposition or sale. There can be no assurance that our assets after the satisfaction of claims of our secured creditors would be sufficient to satisfy any amounts owing with respect the exchange notes.

Our ability to purchase your exchange notes on a change of control may be limited.

If we undergo a change of control, we may need to refinance large amounts of our debt, including our subsidiary credit facility, and we must offer to buy back the exchange notes for a price equal to 101% of their principal amount, plus accrued and unpaid interest to the repurchase date. We cannot assure you that we will have sufficient funds available to make the required repurchases of the exchange notes in that event, or that we will have sufficient funds to pay our other debts.

In addition, our subsidiary credit facility prohibits our subsidiaries from providing us with funds to finance a change of control offer after a change of control until our subsidiaries have repaid in full their debt under our subsidiary credit facility. If we fail to repurchase the exchange notes upon a change of control, we will be in default under the indenture governing the exchange notes. Any future debt that we incur may also contain restrictions on repurchases in the event of a change of control or similar event. These repurchase requirements may delay or make it harder to obtain control of our company.

The change of control provisions may not protect you in a transaction in which we incur a large amount of debt, including a reorganization, restructuring, merger or other similar transaction, because that kind of transaction may not involve any shift in voting power or beneficial ownership, or may not involve a shift large enough to trigger a change of control.

You should not expect Mediacom Broadband Corporation to participate in making payments on the exchange notes.

Mediacom Broadband Corporation is a wholly-owned subsidiary of Mediacom Broadband LLC that was incorporated to accommodate the issuance of the initial notes by Mediacom Broadband LLC. Mediacom Broadband Corporation does not have any operations or assets of any kind and does not and will not have any revenues other than as may be incidental to its activities as co-issuer of the exchange notes. You should not expect Mediacom Broadband Corporation to participate in servicing the interest or principal obligations on the exchange notes.

FORWARD-LOOKING STATEMENTS

Some of the information in this prospectus contains forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as "may," "will," "expect," "anticipate," "believe," "estimate" and "continue" or similar words. You should read statements that contain these words carefully because they:

- discuss our future expectations;
- contain projections of our future results of operations or of our financial condition; or
- state other "forward-looking" information.

We believe it is important to communicate our expectations to our investors. However, there may be events in the future that we are not able to accurately predict or over which we have no control. The risk factors listed in this prospectus, as well as any cautionary language in this prospectus, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements. You should be aware that the occurrence of the events described in these risk factors and elsewhere in this prospectus could have a material adverse effect on our business, operating results and financial condition.

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the registration rights agreement we entered into with the initial purchasers of the initial notes. We will not receive any cash proceeds from the issuance of the exchange notes in this exchange offer.

We received gross proceeds of $400.0 million from the private offering of the initial notes. On July 18, 2001, we used net proceeds of approximately $391.0 million to pay a portion of the purchase price of the Georgia, Illinois and Iowa systems and related fees and expenses. We financed the purchase price of the AT&T systems, together with related fees and expenses and working capital, through a combination of:

- borrowings under our subsidiary credit facility;
- an equity contribution by Mediacom Communications;
- a preferred equity investment by operating subsidiaries of Mediacom LLC; and
- the gross proceeds from the sale of the initial notes.

The table below sets forth the sources and uses of funds in connection with the AT&T acquisitions.

	Amount
	(dollars in thousands)
Sources of Funds:	
Subsidiary credit facility(a):	
Revolving credit facility	$ 55,000
Tranche A term loan facility	300,000
Tranche B term loan facility	500,000
From Mediacom Communications(b)	752,600
Preferred equity investment(c)	150,000
Sale of the initial notes	400,000
Total sources	$ 2,157,600
Uses of Funds:	
Acquisitions of the AT&T systems:	
Iowa	$ 1,373,800
Missouri	308,100
Georgia	294,600
Illinois	125,000
Working capital	6,800
Fees and expenses(d)	49,300
Total uses	$ 2,157,600

(a) Our subsidiary credit facility is a $1.4 billion credit facility, consisting of a $600.0 million revolving credit facility, a $300.0 million tranche A term loan and a $500.0 million tranche B term loan. See "Description of Subsidiary Credit Facility."

(b) Consists of (i) approximately $627.6 million of gross proceeds from the June 2001 offerings by Mediacom Communications of Class A common stock and convertible notes and (ii) $125.0 million borrowed under Mediacom LLC's subsidiary credit facilities. Of such amounts, $725.0 million was contributed to the member's equity of Mediacom Broadband LLC, net of $27.6 million of underwriting commissions and other fees and expenses incurred by Mediacom Communications.

(c) Consists of 12% preferred members' interests which pay quarterly cash dividends. Funds for the preferred equity investment were borrowed under Mediacom LLC's subsidiary credit facilities.

(d) Includes expenses related to the AT&T acquisitions, underwriting commissions, initial purchasers' discounts and other fees and expenses related to the financing transactions, including the $27.6 million described in note (b) above.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2001:

- on a historical basis, which includes:
  - the offering of the initial notes,
  - a $336.4 million equity contribution from Mediacom Communications and
  - the acquisition of the Missouri systems; and
- on a pro forma basis to give effect to:
  - borrowings under our subsidiary credit facility,
  - a $388.6 million equity contribution from Mediacom Communications,
  - the preferred equity investment by operating subsidiaries of Mediacom LLC and
  - the acquisitions of the Georgia, Illinois and Iowa systems.

The table below should be read in conjunction with "Unaudited Pro Forma Financial Statements" included elsewhere in this prospectus.

	As of June 30, 2001	
	Historical	Pro Forma
	(dollars in thousands)	
Cash and cash equivalents	$ --	$ 5,462
Restricted cash(a)	418,667	--
Long-term debt:		
Subsidiary credit facility(b)	--	855,000
11% senior notes due 2013	400,000	400,000
Total long-term debt	400,000	1,255,000
Preferred members' interests	--	150,000
Member's equity:		
Capital contribution	336,356	725,000
Accumulated deficit	(309)	(309)
Total member's equity	336,047	724,691
Total capitalization	$ 736,047	$2,129,691

(a) On June 29, 2001, the net proceeds of approximately $391.0 million from the private offering of the initial notes, plus an additional $27.7 million representing the remainder of the 101% redemption amount and 120 days of accrued interest, were placed in an escrow account pending the completion of the acquisitions of the AT&T systems. On July 18, 2001, these funds were released from the escrow account and used to fund a portion of the purchase price and related fees and expenses of the Georgia, Illinois and Iowa systems.

(b) On a pro forma basis, we had approximately $545.0 million of unused credit commitments under our subsidiary credit facility as of June 30, 2001.

UNAUDITED PRO FORMA FINANCIAL STATEMENTS

The following unaudited pro forma financial statements of Mediacom Broadband LLC as of June 30, 2001 and for the six months then ended are based on the historical financial statements of Mediacom Broadband LLC and the AT&T systems. The unaudited pro forma statement of operations for the year ended December 31, 2000 is based solely on the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements). Mediacom Broadband LLC was formed in April 2001 and had no assets, liabilities, contingent liabilities or operations until June 29, 2001 when it acquired the Missouri systems from affiliates of AT&T Broadband. The unaudited pro forma financial statements give effect to the following transactions:

- the acquisition of the Missouri systems on June 29, 2001 for a purchase price of approximately $308.1 million;
- the acquisitions of the Georgia, Illinois and Iowa systems on July 18, 2001 for an aggregate purchase price of approximately $1.8 billion;
- borrowings of $855.0 million under our subsidiary credit facility;
- a $388.6 million equity contribution from Mediacom Communications; and
- a $150.0 million preferred equity investment by operating subsidiaries of Mediacom LLC.

The unaudited pro forma statement of operations for the year ended December 31, 2000 and the six months ended June 30, 2001 give effect to each of these transactions as if they occurred on January 1, 2000. The unaudited pro forma balance sheet gives effect to these transactions as if they occurred on June 30, 2001 except for the acquisition of the Missouri systems on June 29, 2001.

The Financial Accounting Standards Board has recently issued new accounting pronouncements Statement of Financial Accounting Standards No. 141, "Business Combinations" and Statement of Financing Accounting Standards No. 142, "Goodwill and Other Intangible Assets." For information on the impact of the new accounting standards, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Pronouncements" and footnotes (d) and (c) to the Unaudited Pro Forma Statements of Operations for the six months ended June 30, 2001 and for the year ended December 31, 2000, respectively.

The acquisition of the Missouri systems on June 29, 2001 was accounted for using the purchase method of accounting. The unaudited pro forma financial statements give effect to the acquisitions of the Georgia, Illinois and Iowa systems under the purchase method of accounting. The allocation of the purchase price of the AT&T systems is subject to adjustment upon obtaining complete valuation information, and is subject to final purchase price adjustments. We do not believe that the adjustments resulting from the final allocation of the purchase price or any closing purchase price adjustments will have a material impact on our financial condition or results of operations.

The unaudited pro forma financial statements do not purport to represent what the financial condition or results of operations of the AT&T systems would actually have been had the transactions described above occurred on the dates indicated or to project the results of operations or financial condition for any future period or date. You should read the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) appearing elsewhere in this prospectus.

Unaudited Pro Forma Statement of Operations

For the Six Months Ended June 30, 2001
(dollars in thousands)

	Mediacom Broadband LLC Historical(a)	AT&T Combined(b)	Adjustments for the AT&T Acquisitions(c)	Pro Forma
Revenue	$ 213	$ 229,991	$ -	$ 230,204
Costs and expenses:				
Operating	86	124,419	-	124,505
Selling, general and administrative	42	20,835	-	20,877
Management fees	-	15,815	-	15,815
Depreciation and amortization	150	76,975	46,449 (d)	123,574
Restructuring charge	-	570	-	570
Operating loss	(65)	(8,623)	(46,449)	(55,137)
Interest expense, net	244	-	53,094 (e)	53,338
Other expenses	-	-	1,703 (f)	1,703
Gain on disposition of assets	-	11,877	(11,877)(g)	-
Income (loss) before income taxes	(309)	3,254	(113,123)	(110,178)
Income tax (benefit) provision	-	959	(834)(h)	125
Net income (loss)	$ (309)	$ 2,295	$ (112,289)	$ (110,303)
Dividends on preferred members' interests	$ -	$ -	$ 9,000 (i)	$ 9,000

See accompanying notes to unaudited pro forma statement of operations

Notes to Unaudited Pro Forma Statement of Operations

For the Six Months Ended June 30, 2001

(a) Represents the historical statement of operations of Mediacom Broadband LLC for the period from inception (April 5, 2001) through June 30, 2001. Mediacom Broadband LLC did not conduct operations of its own prior to its acquisition of the Missouri systems on June 29, 2001.

(b) Represents the historical revenue and costs and expenses of the Georgia, Illinois and Iowa systems for the six months ended June 30, 2001 and the Missouri systems through the date of acquisition (June 29, 2001) by Mediacom Broadband LLC. See Note 1 to the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) appearing elsewhere in this prospectus.

(c) For the six months ended June 30, 2001, the historical combined costs and expenses of the AT&T systems were based on the cost structure existing under AT&T Broadband's ownership and management. However, upon completion of the AT&T acquisitions, certain costs and expenses changed under our ownership and management. For example, our manager replaced AT&T Broadband as the manager of the AT&T systems, and AT&T Broadband is no longer entitled to receive management fees from the AT&T systems. For the six months ended June 30, 2001, combined management fees for the AT&T systems represented 6.9% of the AT&T systems' combined revenue. By comparison for the same period our manager's corporate expenses represented 1.9% of its revenues, and our manager charged management fees to Mediacom LLC's operating subsidiaries in an amount equal to the same percentage of its operating subsidiaries' aggregate revenues. Upon completion of the AT&T acquisitions, the number of our manager's basic subscribers served more than doubled and our manager believes that its corporate expenses will not increase by the same relative amount. As a result, our manager expects to reduce its corporate expenses to approximately 1.5% of its revenues. Our manager has advised us that it currently intends to charge management fees to our operating subsidiaries in an amount equal to 1.5% of our combined revenue. These adjustments are not reflected in these unaudited pro forma financial statements.

We believe that programming costs for the AT&T systems will initially increase by up to $7.8 million per annum because certain volume discounts historically received by the AT&T systems are not available under our manager's existing arrangements with programming suppliers. However, we believe that we will be able to immediately achieve certain additional cost savings relating to plant operations, employee costs and billing expenses. We believe that these savings will substantially offset the increase to programming costs that we initially expect to incur. In addition, these cost savings do not include programming discounts our manager is negotiating as a result of the significant increase in the number of basic subscribers it serves following the completion of the AT&T acquisitions.

(d) Represents the increase to depreciation and amortization resulting from a preliminary allocation of the purchase price of the AT&T systems. Such allocations are subject to adjustments based upon the final appraisal information received by us. The table below sets forth the purchase price allocation of the combined AT&T systems:

	Amount
	(dollars in thousands)
Property, plant & equipment	$ 556,400
Intangibles	1,545,100
Other assets (deferred financing costs)	20,699
Acquisition costs	6,789
Total purchase and acquisition costs	$ 2,128,988
Total pro forma depreciation and amortization	$ 123,574
Historical Mediacom Broadband LLC and combined AT&T systems depreciation and amortization	(77,125)
Increase to depreciation and amortization	$ 46,449

The average useful life used to calculate depreciation and amortization by category was as follows:

Property and equipment--7 years
Intangibles:
Franchise licenses--15 years
Subscriber lists--3 years
Other assets (deferred financing costs)--over the life of debt

Mediacom Broadband is currently assessing the impact of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets." For further information relating to the new accounting pronouncement, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Pronouncements."

(e) Represents the increase to interest expense resulting from the following indebtedness incurred to finance a portion of the purchase price of the AT&T systems, together with related fees and expenses and working capital:

. $855.0 million under our subsidiary credit facility; and

. $400.0 million in aggregate principal amount of initial notes.

The table below sets forth the increase to interest expense based upon these assumptions.

	Amount
	(dollars in thousands)
Subsidiary credit facility	$ 855,000
Initial notes	400,000
Total principal	1,255,000
Weighted average interest rate of total pro forma debt	8.5%
Total pro forma interest expense	53,338
Less: Historical Mediacom Broadband LLC	(244)
Pro forma adjustment	$ 53,094

A 0.125% change in the interest rate on all of our variable rate debt would result in an increase or decrease in interest expense of $0.5 million.

(f) Represents an increase to other expenses due to commitment fees resulting from unused commitments under our subsidiary credit facility.

(g) Represents the elimination of the AT&T systems' gain on disposition of assets from the sale of the Missouri systems to Mediacom Boardband LLC on June 29, 2001.

(h) Represents reversal of net tax benefit historically recorded by the AT&T systems. Under our ownership, the AT&T systems are organized as limited liability companies and are subject to minimum income taxes.

(i) Adjustment reflects dividends on the $150.0 million preferred members' interests, based on an annual dividend rate of 12.0%, issued as part of the financing transactions described in this prospectus.

Unaudited Pro Forma Statement of Operations

For the Year Ended December 31, 2000
(dollars in thousands)

	AT&T Combined(a)	Adjustments for the AT&T Acquisitions(b)	Pro Forma
Revenue	$ 439,541	$ --	$ 439,541
Costs and expenses:			
Operating	223,530	--	223,530
Selling, general and administrative	39,892	--	39,892
Management fees	22,267	--	22,267
Depreciation and amortization	137,182	109,958 (c)	247,140
Operating income (loss)	16,670	(109,958)	(93,288)
Interest expense, net	--	119,225 (d)	119,225
Other expenses	--	2,725 (e)	2,725
Income (loss) before income taxes	16,670	(231,908)	(215,238)
Income tax provision (benefit)	6,646	(6,396)(f)	250
Net income (loss)	$ 10,024	$ (225,512)	$ (215,488)
Dividends on preferred members' interests	--	$ 18,000 (g)	$ 18,000

See accompanying notes to unaudited pro forma statement of operations

Notes to Unaudited Pro Forma Statement of Operations

For the Year Ended December 31, 2000

(a) Represents the historical revenue and costs and expenses of the AT&T systems for the year ended December 31, 2000. See Note 1 to the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) appearing elsewhere in this prospectus.

(b) For the year ended December 31, 2000, the historical combined costs and expenses of the AT&T systems were based on the cost structure existing under AT&T Broadband's ownership and management. However, certain costs and expenses are different under our ownership and management. For example, our manager replaced AT&T Broadband as the manager of the AT&T systems, and AT&T Broadband is no longer entitled to receive management fees from the AT&T systems. For the year ended December 31, 2000, combined management fees for the AT&T systems represented 5.1% of the AT&T systems' combined revenue. By comparison for the same period, our manager's corporate expenses represented 1.8% of its revenues, and our manager charged management fees to Mediacom LLC's operating subsidiaries in an amount equal to the same percentage of its operating subsidiaries' aggregate revenues. Upon completion of the AT&T acquisitions, the number of our manager's basic subscribers served more than doubled, and our manager believes that its corporate expenses will not increase by the same relative amount. As a result, our manager expects to reduce its corporate expenses to approximately 1.5% of its revenues. Our manager has advised us that it currently intends to charge management fees to our operating subsidiaries in an amount equal to 1.5% of our combined revenue. These adjustments are not reflected in these unaudited pro forma financial statements.

We believe that programming costs for the AT&T systems will initially increase by up to $7.8 million per annum because certain volume discounts historically received by the AT&T systems are not available under our manager's existing arrangements with programming suppliers. However, we believe that we will be able to immediately achieve certain additional cost savings relating to plant operations, employee costs and billing expenses. We believe that these savings will substantially offset the increase to programming costs that we initially expect to incur. In addition, these cost savings do not include programming discounts our manager is negotiating as a result of the significant increase in the number of basic subscribers it serves following the completion of the AT&T acquisitions.

(c) Represents the increase to depreciation and amortization resulting from a preliminary allocation of the purchase price of the AT&T systems. Such allocations are subject to adjustments based upon the final appraisal information received by us. The table below sets forth the purchase price allocation of the combined AT&T systems:

	Amount (dollars in thousands)
Property, plant & equipment	$ 556,400
Intangibles	1,545,100
Other assets (deferred financing costs)	20,699
Acquisition costs	6,789
Total purchase and acquisition costs	$ 2,128,988
Total pro forma depreciation and amortization	$ 247,140
Historical combined AT&T systems depreciation and amortization	(137,182)
Increase to depreciation and amortization	$ 109,958

The average useful life used to calculate depreciation and amortization by category was as follows:

Property and equipment--7 years
Intangibles:
Franchise licenses--15 years
Subscriber lists--3 years
Other assets (deferred financing costs)--over the life of debt

Mediacom Broadband is currently assessing the impact of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets." For further information relating to the new accounting pronouncement, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Pronouncements".

(d) Represents the increase to interest expense resulting from the following indebtedness incurred to finance a portion of the purchase price of the AT&T systems, together with related fees and expenses and working capital:

. $855.0 million under our subsidiary credit facility; and

. $400.0 million in aggregate principal amount of the initial notes.

The table below sets forth the increase to interest expense based upon these assumptions.

	Amount
	(dollars in thousands)
Subsidiary credit facility	$ 855,000
Initial notes	400,000
Total principal	1,255,000
Weighted average interest rate of total pro forma debt	9.50%
Total pro forma interest expense	$ 119,225

A 0.125% change in the interest rate on all of our variable rate debt would result in an increase or decrease in interest expense of $1.1 million.

(e) Represents an increase to other expenses due to commitment fees resulting from unused commitments under our subsidiary credit facility.

(f) Represents reversal of net tax benefit historically recorded by the AT&T systems. Under our ownership, the AT&T systems will be organized as limited liability companies and will be subject to minimum income taxes.

(g) Adjustment reflects dividends on the $150.0 million preferred members' interests, based on an annual dividend rate of 12.0%, issued as part of the financing transactions described in this prospectus.

Unaudited Pro Forma Balance Sheet

As of June 30, 2001
(dollars in thousands)

	Mediacom Broadband LLC Historical(a)	AT&T Combined(b)	Adjustments for the AT&T Acquisitions	Pro Forma
Assets				
Cash and cash equivalents	$ -	$ 21,575	$ (16,113)(c)	$ 5,462
Restricted cash	418,667	-	(418,667)(d)	-
Trade and other receivables, net	1,176	12,435	-	13,611
Property and equipment, net	83,627	411,744	60,944 (e)	556,315
Intangible assets, net	224,339	1,511,194	(183,705)(e)	1,551,828
Other assets	10,110	5,624	10,554 (e)	26,288
Total assets	$ 737,919	$ 1,962,572	$ (546,987)	$ 2,153,504
Liabilities, Parent's Investment, Preferred Members' Interests and Member's Equity				
Debt	$ 400,000	$ -	$ 855,000 (f)	$ 1,255,000
Accounts payable and accrued liabilities	1,872	21,941	-	23,813
Deferred tax liability	-	676,876	(676,876)(g)	-
Total liabilities	401,872	698,817	178,124	1,278,813
Parent's investment	-	1,263,755	(1,263,755)(h)	-
Preferred members' interests	-	-	150,000 (i)	150,000
Member's Equity				
Capital contributions	336,356	-	388,644 (j)	725,000
Accumulated deficit	(309)	-	-	(309)
Total member's equity	336,047	-	388,644	724,691
Total liabilities, parent's investment, preferred members' interests and member's equity	$ 737,919	$ 1,962,572	$ (546,987)	$ 2,153,504

See accompanying notes to unaudited pro forma balance sheet

Notes to Unaudited Pro Forma Balance Sheet

As of June 30, 2001

(a) Represents the historical balance sheet of Mediacom Broadband LLC as of June 30, 2001. Mediacom Broadband LLC acquired the Missouri systems from affiliates of AT&T Broadband on June 29, 2001 for a purchase price of approximately $308.1 million in cash.

(b) The balance sheet data represents the financial position of the Georgia, Illinois and Iowa systems as of June 30, 2001. See Note 1 to the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) appearing elsewhere in this prospectus.

(c) Represents (i) the elimination of approximately $21.6 million of cash not included in the AT&T acquisitions, (ii) the use of $1.383 billion of net proceeds from borrowings under our subsidiary credit facility, an equity contribution from Mediacom Communications and a preferred equity investment by operating subsidiaries of Mediacom LLC to fund the AT&T acquisitions and (iii) $1.378 billion of adjustments to working capital.

(d) On June 29, 2001, the net proceeds of approximately $391.0 million from the private offering of the initial notes plus an additional $27.7 million representing the remainder of the 101% redemption amount and 120 days of accrued interest, were placed in an escrow account pending the completion of acquisitions of the AT&T systems. On July 18, 2001, these funds were released from the escrow account and used to fund a portion of the purchase price and related fees and expenses of the Georgia, Illinois and Iowa systems.

(e) Represents the change to property and equipment, intangible assets and other assets as a result of the completion of the acquisitions of the Georgia, Illinois and Iowa systems based on a preliminary allocation of the aggregate purchase price assuming estimated fair values and estimated financing and closing costs:

	Estimated Fair Values		
	Property and Equipment	Intangible Assets	Other Assets
	(dollars in thousands)		
Georgia, Illinois and Iowa aggregate purchase price	$ 472,688	$ 1,320,700	$ -
Financing costs	-	-	10,554
Closing costs	-	6,789	-
Total	472,688	1,327,489	10,554
Less: AT&T historical amounts	(411,744)	(1,511,194)	-
Increase (decrease)	$ 60,944	$ (183,705)	$ 10,554

(f) Represents an increase in borrowings under our subsidiary credit facility related to the AT&T acquisitions.

(g) Represents the elimination of the deferred tax liability since under our ownership the AT&T systems are organized as limited liability companies.

(h) Represents the elimination of parent's investment of AT&T Broadband.

(i) The preferred members' interests may be redeemed at the option of the holder at any time after the maturity date of the exchange notes and carry a 12% annual dividend, payable quarterly in cash.

(j) Represents the remaining portion of the $725.0 million equity contribution from Mediacom Communications.

SELECTED HISTORICAL COMBINED FINANCIAL AND OTHER DATA OF THE AT&T SYSTEMS

The following selected historical combined financial and other data of the AT&T systems have been derived from and should be read in conjunction with the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) included elsewhere in this prospectus.

	Year Ended December 31, 1996	Year Ended December 31, 1997	Year Ended December 31, 1998	Period from January 1 Through February 28, 1999	Period from March 1 Through December 31, 1999	Year Ended December 31, 2000
	(unaudited)	(unaudited)				
Statement of Operations Data:						
Revenue	$ 316,968	$ 382,613	$ 368,290	$ 63,335	$ 336,571	$ 439,541
Costs and expenses:						
Operating	150,532	175,615	165,519	31,500	168,582	223,530
Selling, general and administrative	26,561	30,991	29,953	5,586	35,466	39,892
Management fees	8,433	11,261	12,778	1,927	13,440	22,267
Depreciation and amortization	58,117	62,159	63,786	10,831	90,166	137,182
Restructuring charge	--	--	--	--	--	--
Operating income (loss)	73,325	102,587	96,254	13,491	28,917	16,670
Interest expense, net	--	--	--	--	--	--
Other expenses	--	--	--	--	--	--
Gain on disposition of assets(b)	--	--	--	--	--	--
Income before income taxes	73,325	102,587	96,254	13,491	28,917	16,670
Provision for income taxes	29,330	41,035	38,905	5,440	11,620	6,646
Net income	$ 43,995	$ 61,552	$ 57,349	$ 8,051	$ 17,297	$ 10,024
Balance Sheet Data (end of period):						
Total assets		$ 840,055	$ 933,530	$ 937,792	$2,306,050	$2,307,354
Total debt		--	--	--	--	--
Total member's equity		--	--	--	--	--
Other Data:						
System cash flow(c)	$ 139,875	$ 176,007	$ 172,818	$ 26,249	$ 132,523	$ 176,119
System cash flow margin(d)	44.1%	46.0%	46.9%	41.4%	39.4%	40.1%
EBITDA(e)	$ 131,442	$ 164,746	$ 160,040	$ 24,322	$ 119,083	$ 153,852
EBITDA margin(f)	41.5%	43.1%	43.5%	38.4%	35.4%	35.0%
Net cash flows provided by (used in) operating activities			$ 98,608	$ 10,607	$ 89,707	$ 119,756
Net cash flows used in investing activities			(84,076)	(16,028)	(159,052)	(131,177)
Net cash flows (used in) provided by financing activities			(11,158)	(74)	77,695	14,493
Excess of earnings over fixed charges(g)			96,254	13,491	28,917	16,670

	Six Months Ended June 30,	
	2000	2001(a)
	(unaudited)	(unaudited)
Statement of Operations Data:		
Revenue	$ 212,460	$ 229,991
Costs and expenses:		
Operating	105,399	124,419
Selling, general and administrative	19,265	20,835
Management fees	8,951	15,815
Depreciation and amortization	66,918	76,975
Restructuring charge	--	570
Operating income (loss)	11,927	(8,623)
Interest expense, net	--	--
Other expenses	--	--
Gain on disposition of assets(b)	--	11,877
Income before income taxes	11,927	3,254

Provision for income taxes	4,767	959
Net income	$ 7,160	$ 2,295
Balance Sheet Data (end of period):		
Total assets	$2,313,086	$1,962,572
Total debt	--	--
Total member's equity	--	--
Other Data:		
System cash flow(c)	$ 87,796	$ 84,737
System cash flow margin(d)	41.3%	36.8%
EBITDA(e)	$ 78,845	$ 68,922
EBITDA margin(f)	37.1%	30.0%
Net cash flows provided by (used in) operating activities	$ 61,869	$ (40,883)
Net cash flows used in investing activities	(70,420)	(28,622)
Net cash flows (used in) provided by financing activities	12,655	69,926
Excess of earnings over fixed charges(g)	11,927	3,254

(notes on following page)

(a) The statement of operations data represents the historical revenue and costs and expenses of the Georgia, Illinois and Iowa systems for the six months ended June 30, 2001 and the Missouri systems through the date of acquisition (June 29, 2001) by Mediacom Broadband LLC. The balance sheet data represents the financial position of the Georgia, Illinois and Iowa systems as of June 30, 2001. The net assets of the Missouri systems were acquired by Mediacom Broadband LLC on June 29, 2001 for a purchase price of approximately $308.1 million. The acquisition was accounted for using the purchase method of accounting. See Note 1 to the historical combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) appearing elsewhere in this prospectus.

(b) Represents the gain on disposition from the sale of the Missouri systems to Mediacom Broadband LLC on June 29, 2001 for cash proceeds of approximately $308.1 million.

(c) Represents EBITDA, as defined in note (e) below, before management fees. 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 prospectus 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.

(d) Represents system cash flow as a percentage of revenue.

(e) Represents operating income before depreciation and amortization and restructuring charge. 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 prospectus 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.

(f) Represents EBITDA as a percentage of revenue.

(g) For the purpose of this calculation, earnings are defined as net income before taxes and fixed charges. Fixed charges represents total interest costs.

SELECTED HISTORICAL FINANCIAL AND OTHER DATA OF MEDIACOM BROADBAND LLC

The following selected historical combined financial and other data of Mediacom Broadband LLC have been derived from and should be read in conjunction with the historical financial statements included elsewhere in this prospectus.

	Period from Inception (April 5, 2001) to June 30, 2001 (a)
	(unaudited)
	(dollars in thousands)
Statement of Operations Data:	
Revenue	$ 213
Costs and expenses:	
Operating	86
Selling, general and administrative	42
Management fees	--
Depreciation and amortization	150
Restructuring charge	--
Operating loss	(65)
Interest expense, net	244
Other expenses	--
Loss before income taxes	(309)
Provision for income taxes	--
Net loss	$ (309)
Dividends on preferred members' interests	--
Balance Sheet Data (end of period):	
Total assets	$ 737,919
Total debt	400,000
Total member's equity	336,047
Other Data:	
System cash flow(b)	$ 85
System cash flow margin(c)	39.9%
EBITDA(d)	$ 85
EBITDA margin(e)	39.9%
Net cash flows provided by operating activities	$ 537
Net cash flows used in investing activities	(308,116)
Net cash flows provided by financing activities	726,246
Deficiency of earnings over fixed charges(f)	$ (309)

(notes on following page)

(a) Represents the financial statements of Mediacom Broadband LLC as of June 30, 2001 and for the period from inception (April 5, 2001) through June 30, 2001. Mediacom Broadband LLC acquired the Missouri cable systems from AT&T Broadband on June 29, 2001 for a purchase price of approximately $308.1 million. The acquisition was accounted for using the purchase method of accounting. From the period from inception (April 5, 2001) through June 29, 2001, Mediacom Broadband LLC did not conduct operations of its own.

(b) Represents EBITDA, as defined in note (d) below, before management fees. 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 prospectus 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.

(c) Represents system cash flow as a percentage of revenue.

(d) Represents operating loss before depreciation and amortization and restructuring charge. 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 prospectus 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.

(e) Represents EBITDA as a percentage of revenue.

(f) For the purpose of this calculation, earnings are defined as net loss before taxes and fixed charges. Fixed charges represents total interest costs.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis in conjunction with "Selected Historical Combined Financial and Other Data of the AT&T Systems," "Selected Historical Financial and Other Data of Mediacom Broadband LLC," "Unaudited Pro Forma Financial Statements" and the audited and unaudited combined financial statements of the AT&T systems (referred to as the Mediacom Systems Combined Financial Statements) appearing elsewhere in this prospectus.

Introduction

We are a wholly-owned subsidiary of our manager. Prior to June 29, 2001, we had no operations or significant assets. On June 29, 2001, we completed the acquisition of cable systems in Missouri from affiliates of AT&T Broadband, LLC for a purchase price of approximately $308.1 million in cash, or approximately $3,278 per basic subscriber. On July 18, 2001, we completed the acquisition of cable systems in Georgia, Illinois and Iowa from affiliates of AT&T Broadband for an aggregate purchase price of approximately $1.8 billion in cash, or approximately $2,550 per basic subscriber. These cable systems are located in markets that are contiguous with, or in close proximity to, cable systems owned and operated by Mediacom LLC, a wholly-owned subsidiary of our manager.

The following discussion and analysis is based on the historical combined financial statements, and our review of the business and operations, of the AT&T systems. Except as noted in the prior paragraph, for the periods described in this prospectus, the AT&T systems have been operated as fully integrated businesses of AT&T Broadband. As such, the historical combined financial statements of the AT&T systems have been derived from the financial statements and accounting records of AT&T Broadband and reflect significant assumptions and allocations. For example, parent transfers and expense allocations include programming costs, management fees, cable system acquisitions and cash transfers. We believe the AT&T systems' historical combined financial statements do not reflect many significant changes that will occur in the operations and funding of the AT&T systems as a result of our acquisitions of the AT&T systems. Furthermore, we believe the discussion and analysis of the AT&T systems' financial condition and combined results of operations set forth below are not indicative nor should they be relied upon as an indicator of our future performance.

Certain Anticipated Effects of the Acquisitions

We are implementing significant changes that may have a material impact on the operations and funding of the AT&T systems. The historical and pro forma results from operations discussed in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" and under the heading "Unaudited Pro Forma Financial Statements" do not reflect certain cost savings that we believe we can achieve in the near future. For example, the historical combined costs and expenses of the AT&T systems were based on the cost structure existing under AT&T Broadband's ownership and management. However, certain costs and expenses are different under our ownership and management. For example, our manager replaced AT&T Broadband as the manager of the AT&T systems, and AT&T Broadband is no longer entitled to receive management fees from the AT&T systems. For the year ended December 31, 2000 and the six months ended June 30, 2001, combined management fees for the AT&T systems represented 5.1% and 6.9%, respectively, of the AT&T systems' combined revenue. By comparison, for the same periods, our manager's corporate expenses represented 1.8% and 1.9%, respectively, of its revenues, and our manager charged management fees to Mediacom LLC's operating subsidiaries in an amount equal to the same percentages of its operating subsidiaries' aggregate revenues. Upon completion of the AT&T acquisitions, the number of our manager's basic subscribers served more than doubled, and our manager believes that its corporate expenses will not increase by the same relative amount. As a result, our manager expects to reduce its corporate expenses to approximately 1.5% of its revenues. Our manager has advised us that it currently intends to charge management fees to our operating subsidiaries in an amount equal to approximately 1.5% of our combined revenue.

We believe that programming costs for our cable systems will initially increase by up to $7.8 million per annum because certain volume discounts historically received by such cable systems from AT&T Broadband are not available under our manager's existing arrangements with programming suppliers. However, we believe that we will be able to immediately achieve certain additional cost savings relating to plant operations, employee costs and billing expenses. We believe that these savings will substantially offset the increase to programming costs that we

initially expect to incur. In addition, these cost savings do not include programming discounts our manager is negotiating as a result of the significant increase in the number of basic subscribers it serves following the completion of the AT&T acquisitions.

General

Revenue. The AT&T systems' revenue has been, and our cable systems' revenue is, primarily attributable to monthly subscription fees charged to basic subscribers for our basic and premium cable television programming services.

Basic revenue consists of monthly subscription fees for all services other than premium programming and high-speed data service and also includes monthly charges for customer equipment rental and installation fees.

Premium revenue consists of monthly subscription fees for analog and digital programming provided on a per channel basis or as part of premium service packages.

Other revenue represents pay-per-view charges, high-speed data revenue, late payment fees, advertising revenue and commissions related to the sale of goods by home shopping services. Pay-per-view is programming offered on a per program basis which a subscriber selects and pays a separate fee.

Operating expenses. The AT&T systems' operating expenses have consisted of, and our cable systems' operating expenses consist of, fees paid to programming suppliers, expenses related to copyright fees, wages and salaries of technical personnel and plant operating costs.

Selling, general and administrative expenses. Selling, general and administrative expenses directly attributable to the AT&T systems included, and our cable systems' selling, general and administrative expenses 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.

Management fees. Historically, certain subsidiaries of AT&T Broadband provided administrative services to the AT&T systems and had managerial responsibility of their cable television systems' operations and construction. As compensation for these services, the AT&T systems paid a monthly management fee calculated on a per-subscriber basis. Since we completed our acquisitions of the AT&T systems, our manager has provided such administrative services and we pay management fees for such services.

Depreciation and amortization. Depreciation and amortization relates primarily to the allocation of acquisition costs and the capital expenditures associated with the upgrade of our cable systems. As a result of our plan to continue to upgrade our network, we expect to report higher levels of depreciation and amortization than are reflected in the historical combined financial statements of the AT&T systems.

Interest expense. Historically, the AT&T systems had no material indebtedness and were not otherwise allocated any interest expense by AT&T Broadband. As a result of our acquisition of the AT&T systems and the financings related to such acquisitions, we have a substantial amount of indebtedness.

Provision for income taxes. The AT&T systems are not separate taxable entities for federal and state income tax purposes and their results of operations have been included in the consolidated federal and state income tax returns of AT&T Corp. ("AT&T") and its affiliates. The provision for income taxes is based upon the AT&T systems' contribution to the overall income tax liability or benefit of AT&T and its affiliates. Under our ownership, the AT&T systems are organized as limited liability companies and are subject to minimum income taxes.

EBITDA. EBITDA represents operating income (loss) before depreciation and amortization and restructuring charge. 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 prospectus 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.

The table below sets forth for the periods indicated on a historical basis the percentage of the AT&T systems' total revenue attributable to the sources indicated and their EBITDA.

	Year Ended December 31,	Period from January 1, Through February 28,	Period from March 1, Through December 31,	Year Ended December 31,	Six Months Ended June 30,	
	1998	1999	1999	2000	2000	2001
Basic revenue	73.2%	72.1%	70.1%	67.4%	69.3%	66.5%
Premium revenue	16.2	16.8	17.4	17.5	18.1	16.9
Other revenue	10.6	11.1	12.5	15.1	12.6	16.6
Total revenue	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
EBITDA margin	43.5%	38.4%	35.4%	35.0%	36.4%	29.6%

Results of Operations

On March 9, 1999, AT&T acquired AT&T Broadband, LLC, formerly known as Tele-Communications, Inc., in a merger (the "AT&T Merger"). In the AT&T Merger, AT&T Broadband became a subsidiary of AT&T. For financial reporting purposes, the AT&T Merger was deemed to have occurred on March 1, 1999. The combined financial statements for periods prior to March 1, 1999 include the systems that were then owned by Tele-Communications, Inc. Due to the application of purchase accounting in connection with the AT&T Merger, the predecessor combined financial statements are not comparable to the successor combined financial statements. The following discussion and analysis is based on the aggregation of the historical combined financial statements of the AT&T systems.

Six months ended June 30, 2001 compared to six months ended June 30, 2000

The following discussion relates to the results of operations of the AT&T systems for the six months ended June 30, 2000 compared to the results of operations of the Georgia, Illinois and Iowa systems for the six months ended June 30, 2001 and the Missouri systems for the period from January 1, 2001 through June 29, 2001.

Revenue. Revenue increased 8.3% to $230.0 million for the six months ended June 30, 2001, as compared to $212.5 million for the six months ended June 30, 2000, principally as a result of an increase in the average monthly basic service rate charged to subscribers, growth of cable modem customers and an increase in pay-per-view and advertising sales revenue, offset in part by a decrease in basic subscribers.

Operating expenses. Operating expenses increased 18.0% to $124.4 million for the six months ended June 30, 2001, as compared to $105.4 million for the six months ended June 30, 2000. The increase was due principally to higher programming and cable modem service costs. Programming costs increased due to a combination of higher programming rates and additional programming offerings to customers served. Cable modem service costs increased due primarily to an increase in the number of cable modem customers. As a percentage of revenue, operating expenses were 54.1% for the six months ended June 30, 2001, as compared to 49.6% for the six months ended June 30, 2000.

Selling, general and administrative expenses. Selling, general and administrative expenses increased 8.1% to $20.8 million for the six months ended June 30, 2001, as compared to $19.3 million for the six months ended June

30, 2000. As a percentage of revenues, selling, general and administrative expenses were 9.1% for the six months ended June 30, 2001 and June 30, 2000.

Management fees. Management fees increased 76.7% to $15.8 million for the six months ended June 30, 2001, as compared to $9.0 million for the six months ended June 30, 2000. This increase was due to higher management fees charged by the manager of the AT&T systems on a per subscriber basis.

Restructuring charge. Restructuring charge was $570,000 for the six months ended June 30, 2001. Restructuring charge was part of a cost reduction plan undertaken by AT&T Broadband in 2001, whereby certain employees of the Georgia systems were terminated resulting in a one-time charge.

Depreciation and amortization. Depreciation and amortization associated with the AT&T systems increased 15.0% to $77.0 million for the six months ended June 30, 2001, as compared to $66.9 million for the six months ended June 30, 2000. This increase was substantially due to capital expenditures associated with the upgrade of the AT&T systems and the final purchase price allocation in connection with the AT&T Merger.

Gain on disposition of assets. The financial statements for the six months ended June 30, 2001 included a gain of approximately $11.9 million on the sale of the Missouri systems to Mediacom Broadband LLC for approximately $308.1 million.

Provision for income taxes. Provision for income taxes decreased for the six months ended June 30, 2001, as compared to the six months ended June 30, 2000, due to lower taxable income. This decrease was partially offset by deferred taxes incurred from the sale of the Missouri systems.

Net income. Due to the factors described above, the AT&T systems had net income of $2.3 million for the six months ended June 30, 2001, as compared to net income of $7.2 million for the six months ended June 30, 2000.

EBITDA. EBITDA decreased 12.6% to $68.9 million for the six months ended June 30, 2001, as compared to $78.8 million for the six months ended June 30, 2000. This decrease was substantially due to the increases in programming costs, cable modem service costs and management fees as noted above.

Year Ended December 31, 2000 Compared to the Period from March 1, 1999 through December 31, 1999

Revenue. Revenue increased to $439.5 million for the year ended December 31, 2000, as compared to $336.6 million for the period from March 1, 1999 through December 31, 1999. The increase was principally a result of:

- the full year of operating results for the year ended December 31, 2000 versus 10 months of operating results for the period from March 1, 1999 through December 31, 1999;
- an increase in the average monthly basic service rate charged to subscribers; and
- growth in cable modem customers.

Operating expenses. Operating expenses increased to $223.5 million for the year ended December 31, 2000, as compared to $168.6 million for the period from March 1, 1999 through December 31, 1999. The increase was principally due to the full year of operating results for the year ended December 31, 2000 versus 10 months of operating results for the period from March 1, 1999 through December 31, 1999 and higher programming and cable modem service costs. As a percentage of revenue, operating expenses were 50.9% in 2000, as compared to 50.1% for the period from March 1, 1999 through December 31, 1999.

Selling, general and administrative expenses. Selling, general and administrative expenses increased to $39.9 million for the year ended December 31, 2000, as compared to $35.5 million for the period from March 1, 1999 through December 31, 1999. The increase was principally due to the full year of operating results for the year ended December 31, 2000 versus 10 months of operating results for the period from March 1, 1999 through December 31, 1999. As a percentage of revenue, selling, general and administrative expenses were 9.1% in 2000, as compared to 10.5% for the period from March 1, 1999 through December 31, 1999.

Management fees. Management fees increased to $22.3 million for the year ended December 31, 2000, as compared to $13.4 million for the period from March 1, 1999 through December 31, 1999. The increase was due to

the full year of operating results for the year ended December 31, 2000 versus 10 months of operating results for the period from March 1, 1999 through December 31, 1999 and higher management fees charged by the manager of the AT&T systems on a per subscriber basis for the year ended December 31, 2000.

Depreciation and amortization. Depreciation and amortization associated with the AT&T systems increased to $137.2 million for the year ended December 31, 2000, as compared to $90.2 million for the period from March 1, 1999 through December 31, 1999. The increase was principally due to the capital expenditures associated with the upgrade of the AT&T systems and the year ended December 31, 2000 including 12 months of operating results versus 10 months of operating results for the period from March 1, 1999 through December 31, 1999.

Provision for income taxes. Provision for income taxes decreased for the year ended December 31, 2000, compared to the period from March 1, 1999 through December 31, 1999, due to lower taxable income.

Net income. Due to the factors described above, the AT&T systems had net income of $10.0 million for the year ended December 31, 2000, as compared to net income of $17.3 million for the period from March 1, 1999 through December 31, 1999.

EBITDA. EBITDA increased to $153.9 million for the year ended December 31, 2000, as compared to $119.1 million for the period from March 1, 1999 through December 31, 1999. This increase was substantially due to the full year of operating results for the year ended December 31, 2000 versus 10 months of operating results for the period from March 1, 1999 through December 31, 1999, higher average monthly basic service rate charged to basic subscribers and the growth in cable modem customers.

Period from January 1, 1999 to February 28, 1999

Revenue. Revenue was $63.3 million for the two months ended February 28, 1999.

Operating expenses. Operating expenses were $31.5 million for the two months ended February 28, 1999. As a percentage of revenue, operating expenses were 49.7% of revenue for this period.

Selling, general and administrative expenses. Selling, general and administrative expenses were $5.6 million for the two months ended February 28, 1999. As a percentage of revenue, selling, general and administrative expenses were 8.8% of revenue for this period.

Management fees. Management fees were $1.9 million for the two months ended February 28, 1999.

Depreciation and amortization. Depreciation and amortization associated with the AT&T systems was $10.8 million for the two months ended February 28, 1999.

Provision for income taxes. Provision for income taxes was $5.4 million for the two months ended February 28, 1999.

Net income. Due to the factors described above, net income was $8.1 million for the two months ended February 28, 1999.

Year Ended December 31, 1998

Revenue. Revenue was $368.3 million for the year ended December 31, 1998.

Operating expenses. Operating expenses were $165.5 million for the year ended December 31, 1998. As a percentage of revenue, operating expenses were 44.9% of revenues for this period.

Selling, general and administrative expenses. Selling, general and administrative expenses were $30.0 million for the year ended December 31, 1998. As a percentage of revenue, selling, general and administrative expenses were 8.1% of revenue for this period.

Management fees. Management fees were $12.8 million for the year ended December 31, 1998.

Depreciation and amortization. Depreciation and amortization associated with the AT&T systems was $63.8 million for the year ended December 31, 1998.

Provision for income taxes. Provision for income taxes was $38.9 million for the year ended December 31, 1998.

Net income. Due to the factors described above, net income was $57.3 million for the year ended December 31, 1998.

Liquidity and Capital Resources

The cable television business has substantial ongoing capital requirements for the construction, expansion and maintenance of plant. Expenditures are primarily made to rebuild and upgrade existing plant and to consolidate headends. We also anticipate spending capital on plant extensions, new services, converters and system maintenance.

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

- increase the bandwidth capacity of our cable network to 870MHz;
- further expand our cable network's two-way communications capability;
- consolidate our headends 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.

As of June 30, 2001, approximately 50% of the AT&T systems' cable network was upgraded to 550MHz to 870MHz bandwidth capacity and approximately 46% of the homes passed were activated with two-way communications capability. Upon completion of our cable network upgrade program, we expect that 100% of our cable systems will be upgraded to 550MHz to 870MHz bandwidth capacity with two-way communications capability. Additionally, we expect that the number of headends serving our cable systems will be reduced from 162 to 18, increasing the average number of basic subscribers per headend from approximately 4,900 to approximately 44,400. We anticipate that our cable network upgrade program for our cable systems will be substantially completed by December 2003. We expect to spend approximately $60 million in the second half of 2001, and $150 million and $145 million in 2002 and 2003, respectively, to fund our capital expenditures for our cable systems, including our cable network upgrade program and network maintenance. We plan to fund these expenditures through net cash flows from operations and additional borrowings under our subsidiary credit facility.

Financing Activities. We financed the aggregate purchase price of the AT&T systems of approximately $2.1 billion, together with related fees and expenses and working capital, through a combination of:

- borrowings under our subsidiary credit facility;
- an equity contribution by Mediacom Communications;
- a preferred equity investment by operating subsidiaries of Mediacom LLC; and
- the gross proceeds from the sale of the initial notes.

The table below sets forth the sources and uses of funds in connection with the AT&T acquisitions.

	Amount (dollars in thousands)
Sources of Funds:	
Subsidiary credit facility:	
Revolving credit facility	$ 55,000
Tranche A term loan facility	300,000
Tranche B term loan facility	500,000
From Mediacom Communications(a)	752,600
Preferred equity investment	150,000
Sale of the initial notes	400,000
Total sources	$ 2,157,600
Uses of Funds:	
Acquisitions of the AT&T systems:	
Iowa	$ 1,373,800
Missouri	308,100
Georgia	294,600
Illinois	125,000
Working capital	6,800
Fees and expenses	49,300
Total uses	$ 2,157,600

(a) Consists of (i) approximately $627.6 million of gross proceeds from the June 2001 offerings by Mediacom Communications of Class A common stock and convertible notes and (ii) $125.0 million borrowed under Mediacom LLC's subsidiary credit facilities. Of such amounts, $725.0 million was contributed to the member's equity of Mediacom Broadband LLC, net of $27.6 million of underwriting commissions and other fees and expenses incurred by Mediacom Communications.

Our subsidiary credit facility is a $1.4 billion credit facility, consisting of a $600.0 million revolving credit facility, a $300.0 million tranche A term loan and a $500.0 million tranche B term loan. Our subsidiaries borrowed $855.0 million under the revolving credit facility to fund a portion of the purchase price of the AT&T systems, and has approximately $545.0 million of unused credit commitments under such revolving credit facility. Commitments under the revolving credit facility will be reduced in quarterly installments commencing on December 31, 2004 and the revolving credit facility will expire on March 31, 2010. Our subsidiaries are able to prepay revolving credit loans and reborrow any amounts that are repaid, up to the amount of the revolving credit commitment then in effect, subject to customary conditions.

The borrowings under our operating subsidiaries' tranche A and tranche B term loans will mature on March 31 and September 30, 2010, respectively. These term loans are payable in quarterly installments commencing on September 30, 2004. For the fiscal years 2004, 2005 and 2006, our scheduled repayment obligations under the term loans will equal $8.5 million, $35.0 million and $42.5 million, respectively.

We are a holding company with no source of operating income. We are therefore dependent on our capital raising abilities and distributions from our operating subsidiaries to meet our financial obligations. Our subsidiary credit facility permits our operating subsidiaries to make distributions to us but prohibits such distributions upon the occurrence of certain events of default under our subsidiary credit facility.

We believe that the cash generated from operations and borrowings expected to be available under our subsidiary credit facility will be sufficient to meet our debt service, capital expenditures and working capital requirements for the foreseeable future. We may require additional financing if our plans materially change in an adverse manner or prove to be materially inaccurate. There can be no assurance that such financing, if permitted under the terms of our debt agreements, will be available on terms acceptable to us or at all.

Recent Pronouncements

In July 2001, the Financial Accounting Standards Board ("FASB") issued Statements of Financial Accounting Standards No. 141, "Business Combinations" ("SFAS 141") and No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). SFAS 141 requires all business combinations initiated after June 30, 2001 to be accounted for using

the purchase method. Under SFAS 142, goodwill and intangible assets with indefinite lives will no longer be amortized but reviewed annually for impairment (or more frequently if impairment indicators arise). Separable intangible assets that are not deemed to have indefinite lives will continue to be amortized over their useful lives. The amortization provisions of SFAS 142 apply immediately to goodwill and intangible assets acquired after June 30, 2001. With respect to goodwill and intangible assets acquired prior to July 1, 2001, we are required to adopt SFAS 142 effective January 1, 2002. Management is currently evaluating the effect that SFAS 141 and SFAS 142 will have on our results of operations and financial position.

In August 2001, the FASB issued Statements of Financial Accounting Standards No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" ("SFAS 144"). This statement addresses financial accounting and reporting for the impairment or disposal of long-lived assets. SFAS 144 supersedes Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of", and provides guidance on classification and accounting for such assets when held for sale or abandonment. SFAS 144 is effective for fiscal years beginning after December 15, 2001. We do not expect that adoption of SFAS 144 will have a material effect on our financial position or results operations.

Inflation and Changing Prices

Our cable 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.

Quantitative and Qualitative Disclosures About Market Risk

We are exposed to some market risk due to the floating interest rate under our subsidiary credit facility. Our subsidiary credit facility has interest payments based on a floating rate (a base rate or LIBOR, at our option) plus a variable amount based on operating results. Three month LIBOR at June 30, 2001 was 3.88%. A 1.0% increase in LIBOR would result in a $8.6 million pro forma annual increase in interest expense. We expect any new financing arrangements to expose us to similar risks.

Changes in economic conditions could result in higher interest rates, thereby increasing our interest expense and lease payments and reducing our funds available for capital investment, operations or other purposes. In addition, a substantial portion of our cash flow must be used to service our debt, which may affect our ability to make future acquisitions or capital expenditures. We may from time to time use interest rate protection agreements to minimize our exposure to interest rate fluctuation. However, there can be no assurance that hedges will be implemented, or if implemented will achieve the desired effect. We may experience economic loss and a negative impact on earnings or net assets as a result of interest rate fluctuations.

BUSINESS

Our Manager

Mediacom Communications Corporation, our parent and manager, is the eighth largest cable television company in the United States based on customers served. Mediacom Communications provides its customers with a wide array of broadband products and services, including traditional video services, digital television and high-speed Internet access. Mediacom Communications was founded in July 1995 by Rocco B. Commisso, its Chairman and Chief Executive Officer, to acquire and operate cable television systems serving principally non-metropolitan markets in the United States. As of September 30, 2001, our manager's cable systems, which are owned and operated through its operating subsidiaries, passed approximately 2.6 million homes and served approximately 1.6 million basic subscribers in 23 states. A basic subscriber is a customer that subscribes to a package of basic cable television services.

Our manager's senior management team has significant cable television industry expertise in all aspects of acquiring, operating and financing cable systems. Mr. Commisso has 23 years of experience, and the other senior managers have an average of 18 years of experience, with the cable television industry.

Our manager's Class A common stock is traded on The Nasdaq National Market under the symbol "MCCC." As of September 30, 2001, Mr. Commisso and the senior management team owned in the aggregate approximately 24.7% of Mediacom Communications' common stock outstanding.

Mediacom Broadband

We are a wholly-owned subsidiary of our manager. Prior to June 29, 2001, we had no operations or significant assets. On June 29, 2001, we completed the acquisition of cable systems in Missouri from affiliates of AT&T Broadband, LLC for a purchase price of approximately $308.1 million in cash, or approximately $3,278 per basic subscriber. On July 18, 2001, we completed the acquisition of cable systems in Georgia, Illinois and Iowa from affiliates of AT&T Broadband for an aggregate purchase price of approximately $1.8 billion in cash, or approximately $2,550 per basic subscriber. As of June 30, 2001, the AT&T systems passed approximately 1.4 million homes and served approximately 800,000 basic subscribers in Georgia, Illinois, Iowa and Missouri. These cable systems are located in markets that are contiguous with, or in close proximity to, cable systems owned and operated by Mediacom LLC, a wholly-owned subsidiary of our manager.

We believe that our acquisitions of the AT&T systems are consistent with our manager's business strategy of acquiring underperforming cable systems in markets with favorable demographic profiles. We believe that our cable systems have numerous favorable characteristics, including:

- a presence in several significant designated market areas, or DMAs;
- strong penetration of advanced broadband products and services;
- a technologically advanced cable network;
- attractive density, or number of homes passed per mile; and
- a high percentage of customers served by a relatively small number of signal processing and distribution facilities, or headends.

Our cable systems operate in the following top 50 to 100 DMAs in the United States:

- Des Moines--Ames, Iowa, the 70th largest DMA;
- Springfield, Missouri, the 78th largest DMA;
- Cedar Rapids--Waterloo--Dubuque, Iowa, the 89th largest DMA; and

. Quad Cities, Iowa and Illinois, the 90th largest DMA.

As of June 30, 2001, the Iowa systems served approximately 515,000 basic subscribers, or approximately 64% of the total number of basic subscribers served by the AT&T systems. We are the leading provider of broadband products and services in Iowa, serving an estimated 80% of the state's total number of basic subscribers of cable television services.

As of June 30, 2001, the AT&T systems' digital cable service was available to approximately 770,000 basic subscribers, with approximately 210,000 digital customers for a penetration of 27.3%. As of the same date, the AT&T systems' cable modem service was launched in cable systems passing approximately 580,000 homes, with approximately 62,000 cable modem customers for a penetration of 10.7%. Based on penetration levels recently reported by publicly-traded cable television companies, we believe that the AT&T systems' digital and cable modem penetration levels were each the second highest in the U.S. cable industry as of June 30, 2001.

As of June 30, 2001, the AT&T systems comprised approximately 19,000 miles of plant passing approximately 1.4 million homes, resulting in an average density of approximately 74 homes per mile. As of the same date, approximately 50% of the AT&T systems' cable network was upgraded to 550MHz to 870MHz bandwidth capacity and approximately 46% of the homes passed were activated with two-way communications capability. As of June 30, 2001, the AT&T systems were operated from a total of 162 headends, with the ten largest headends serving approximately 404,000 basic subscribers, or approximately 51% of the AT&T systems' total basic subscribers.

Our manager has formulated a plan to upgrade our cable systems and consolidate the headends serving our cable systems. Upon completion of our cable network upgrade program, we expect that 100% of our cable systems will be upgraded to 550MHz to 870MHz bandwidth capacity with two-way communications capability. In addition, we expect that the number of headends serving our cable systems will be reduced from 162 to 18, increasing the average number of basic subscribers per headend from approximately 4,900 to approximately 44,400. We anticipate that our cable network upgrade program will be substantially completed by December 2003. We expect to spend approximately $60 million in the second half of 2001, and $150 million and $145 million in 2002 and 2003, respectively, to fund our capital expenditures for our cable systems, including our cable network upgrade program and network maintenance.

Business Strategy

Our business strategy is to focus on providing entertainment, information and telecommunications services in non-metropolitan markets in the United States. We believe non-metropolitan markets are attractive because customers in these markets generally require cable television services to clearly receive a full complement of off-air broadcast stations, including local network affiliates, and have limited entertainment and high-speed Internet access alternatives. In addition, we believe customers in non-metropolitan markets generally have been underserved by other cable television operators and have demonstrated strong demand for advanced broadband products and services such as digital cable and high-speed Internet access once they are offered. We also believe non-metropolitan markets are subject to lower operating costs and fewer competitive threats than urban markets.

The key elements of our business strategy are to:

Improve the Operating and Financial Performance of Our Cable Systems

Since inception, our manager has consistently demonstrated the ability to effectively integrate acquisitions and improve their operating and financial performance. Our manager has formulated a plan for customer care and billing improvements, network upgrades, headend consolidation, new product and service launches, competitive positioning and human resource requirements of our cable systems. We expect that the use of common platforms of our cable systems and Mediacom LLC's cable systems in billing, high-speed data and digital cable delivery will assist our manager in implementing its plan. We believe that our cable systems will be operated more efficiently now that our manager is implementing its operating practices and capital investment program.

Develop Efficient Operating Clusters

By operating geographically clustered cable systems, our manager expects to generate operating efficiencies through the consolidation of many managerial, customer service, marketing, administrative and technical functions. Our cable systems are located in markets which are contiguous with, or in close proximity to, Mediacom LLC's cable systems. Mediacom LLC's operations in Iowa, serving approximately 40,000 basic subscribers, are now being integrated into our cable systems in that state. In addition, our cable systems in Springfield, Missouri are surrounded by Mediacom LLC's cable systems, the Georgia systems are in close proximity with Mediacom LLC's cable systems in Florida and the Illinois systems are contiguous with Mediacom LLC's cable systems in that state. We believe this will enable us to generate additional operating efficiencies as we further consolidate our operations.

Rapidly Upgrade Our Cable Network

We plan to complete the upgrade of our cable systems to provide new and advanced broadband products and services, improve our competitive position and increase overall customer satisfaction. As of June 30, 2001, approximately 50% of the AT&T systems' cable network was upgraded to 550MHz to 870MHz bandwidth capacity and approximately 46% of the homes passed were activated with two-way communications capability. Upon completion of our cable network upgrade program, we expect that 100% of our cable systems will be upgraded to 550MHz to 870MHz bandwidth capacity with two-way communications capability. In addition, we expect that the number of headends serving our cable systems will be reduced from 162 to 18, increasing the average number of basic subscribers per headend from approximately 4,900 to approximately 44,400. Headend consolidation facilitates the launch of new and advanced broadband products and services by allowing our manager to spread the capital and operating costs associated with these services over a larger subscriber base. We anticipate that our cable network upgrade program for our cable systems will be substantially completed by December 2003. As part of our cable network upgrade program, we plan to deploy approximately 5,000 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 to substantially all of our customers;
- activate the two-way communications capability of all of our cable systems, which will give our customers the ability to send and receive signals over our cable network;
- eliminate 144 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 Advanced Broadband Products and Services

We believe that significant opportunities exist to increase the revenue of our cable systems by expanding the array of products and services we offer. We use the expanded channel capacity of our upgraded systems to introduce new basic programming services, additional premium services and numerous pay-per-view channels.

Utilizing digital video technology, we offer 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 June 30, 2001, the AT&T systems' digital cable service was available to approximately 770,000 basic subscribers, with approximately 210,000 digital customers for a penetration of 27.3%. We also offer high-speed Internet access, or cable modem service, at speeds up to 100 times faster than a conventional telephone modem. As of June 30, 2001, the AT&T systems' cable modem service was launched in cable systems passing approximately 580,000 homes, with approximately 62,000 cable modem customers for a penetration of 10.7%. We expect to continue to roll-out these advanced broadband products and services to our customers. In addition, our cable systems offer Internet over the television through a trial with WorldGate Service Inc. in the Waterloo, Iowa cable system.

Maximize Customer Satisfaction to Build Customer Loyalty

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 increase customer satisfaction as a result of a wide array of new product and service introductions, greater technical reliability and improved quality of service. We implement stringent internal customer service standards, which we believe meet or exceed those established by the National Cable Television Association. We believe that our focus on customer service enhances our reputation in the communities we serve, increasing customer loyalty and the potential demand for our new and enhanced products and services.

The AT&T Systems

As of June 30, 2001, the AT&T systems passed approximately 1.4 million homes and served approximately 800,000 basic subscribers in Georgia, Illinois, Iowa and Missouri. The 15 largest markets of the AT&T systems consisted of approximately 559,200 basic subscribers as of June 30, 2001 and were served by 42 headends. These markets represented approximately 70% of the AT&T systems' total basic subscriber base. The table below summarizes subscriber data for these markets as of June 30, 2001.

	Market	Basic Subscribers	% of Total AT&T Systems
(1)	Des Moines, IA	102,100	12.8%
(2)	Quad Cities, IA and IL	61,500	7.7%
(3)	Springfield, MO	51,700	6.5%
(4)	Albany, GA	49,300	6.2%
(5)	Columbia/Jefferson City, MO	41,400	5.2%
(6)	Cedar Rapids, IA	41,300	5.2%
(7)	Waterloo, IA	30,500	3.8%
(8)	Dubuque, IA	25,900	3.2%
(9)	Clinton, IA	24,200	3.0%
(10)	Columbus, GA	24,000	3.0%
(11)	Ames, IA	23,700	3.0%
(12)	Iowa City, IA	23,600	3.0%
(13)	Valdosta, GA	20,600	2.6%
(14)	Mason City, IA	19,900	2.5%
(15)	Fort Dodge, IA	19,500	2.4%
	Total	559,200	69.9%

The table below provides an overview of selected operating and technical data for the AT&T systems as of June 30, 2001.

	Iowa	Georgia	Missouri	Illinois	Combined
Operating Data:					
Homes passed(a)	914,500	247,250	164,350	80,900	1,407,000
Basic subscribers(b)	515,000	140,000	94,000	51,000	800,000
Basic penetration(c)	56.3%	56.6%	57.2%	63.0%	56.9%
Premium service units(d)	584,000	221,000	102,000	52,500	959,500
Premium penetration(e)	113.4%	157.9%	108.5%	102.9%	119.9%
Average monthly revenues per basic subscriber(f)	$48.04	$45.53	$51.26	$42.96	$47.64
Digital Cable:					
Digital-ready basic subscribers(g)	500,000	130,000	95,000	45,000	770,000
Digital customers	145,000	35,000	20,000	10,000	210,000
Digital penetration(h)	29.0%	26.9%	21.1%	22.2%	27.3%
Data:					
Data-ready homes passed(i)	497,000	42,000	110,000	1,000	650,000
Data-ready homes marketed(j)	444,000	37,000	98,000	1,000	580,000
Cable modem customers	50,000	2,000	10,000	--	62,000
Data penetration(k)	11.3%	5.4%	10.2%	--	10.7%
Cable Network Data:					
Miles of plant	10,600	5,070	2,010	1,320	19,000
Density(l)	86	49	82	61	74
Number of headends	114	23	4	21	162
Number of headends upon completion of upgrades(m)	11	3	2	2	18
Percentage of cable network at 550MHz to 870MHz	58%	19%	100%	11%	50%

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

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

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

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

(e) 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.

(f) Represents average monthly revenues for the last three months of the period divided by average basic subscribers for such period.

(g) A subscriber is digital-ready if the subscriber is in a cable system where digital cable service is available.

(h) Represents digital customers as a percentage of digital-ready basic subscribers.

(i) A home passed is data-ready if it is in a cable system with two-way communications capability.

(j) Represents data-ready homes passed where cable modem service is available.

(k) Represents the number of total data customers as a percentage of total data-ready homes marketed.

(l) Represents homes passed divided by miles of plant.

(m) Represents an estimate based on our current cable network upgrade program, which we expect to substantially complete by December 2003.

Iowa

As of June 30, 2001, the Iowa systems passed approximately 914,500 homes, and served approximately 515,000 basic subscribers. The largest markets served by these systems are Des Moines, Quad Cities, Cedar Rapids, Waterloo, Dubuque, Clinton, Ames, Iowa City, Mason City and Fort Dodge. These markets, in the aggregate, represent approximately 72% of the subscriber base in the Iowa systems.

Des Moines. As of June 30, 2001, the systems in the Des Moines market served approximately 102,100 basic subscribers, of which approximately 100,600 basic subscribers are served from a single headend. Des Moines, which is the state capital, has a population of approximately 191,000 people and, together with Ames, Iowa, ranks as the 70th largest DMA in the country. Des Moines' major employers include Central Iowa Hospital Corporation, Iowa Health System and Mercy Hospital Medical Center-Des Moines.

Quad Cities. As of June 30, 2001, the system in the Quad Cities market, which consists of Davenport and Bettendorf in Iowa and Rock Island and Moline in Illinois, served approximately 61,500 basic subscribers from a single headend. The Quad Cities area has a population of approximately 211,000 people and is the 90th largest DMA in the country. It is home to Moline's Black Hawk College and Davenport's Eastern Iowa Community College with student populations of 6,500 and 6,300, respectively. Quad Cities' major employers include Ralston Purina, Trinity Medical Center and Deere & Company.

Cedar Rapids. As of June 30, 2001, the system in the Cedar Rapids market served approximately 41,300 basic subscribers from a single headend. The city of Cedar Rapids has a population of approximately 115,800 people and, together with Waterloo and Dubuque, ranks as the 89th largest DMA in the country. It is also home to Kirkwood Community College with a student population of 11,300. Cedar Rapids' major employers include Aegon USA, Inc., Arvinmeritor, Inc. and McLeodUSA Incorporated.

McLeodUSA has obtained franchises to provide cable television service in the Cedar Rapids market and commenced service in June 1998. We believe McLeodUSA currently offers video, telephony and data services in approximately 40% of the Cedar Rapids system's service area and serves approximately 9,000 basic subscribers. Our Cedar Rapids system has been upgraded to 750MHz bandwidth capacity with two-way communications capability and offers a full complement of broadband products and services, including digital cable and high-speed Internet access.

Waterloo. As of June 30, 2001, the systems in the Waterloo market served approximately 30,500 basic subscribers from four headends. The city of Waterloo has a population of approximately 62,800 people and, together with Cedar Rapids and Dubuque, ranks as the 89th largest DMA in the country. Waterloo's major employers include Allen Memorial Hospital Corporation, Apac Customer Services Inc. and Covenant Health System Inc.

Dubuque. As of June 30, 2001, the systems in the Dubuque market served approximately 25,900 basic subscribers from four headends. The city of Dubuque has a population of approximately 56,700 people and, together with Waterloo and Cedar Rapids, ranks as the 89th largest DMA in the country. Dubuque's major employers include Advanced Data Communications Inc., Alliant/IES and Deere & Company.

Clinton. As of June 30, 2001, the systems in the Clinton market served approximately 24,200 basic subscribers from three headends. The city of Clinton has a population of approximately 27,800 people. Clinton's major employers include Archer Daniels Midland Corporation, Custom Pak Inc. and International Paper Company.

Ames. As of June 30, 2001, the systems in the Ames market served approximately 23,700 basic subscribers from four headends. The city of Ames has a population of approximately 48,800 people and, together with Des Moines, ranks as the 70th largest DMA in the country. It is home to Iowa State University with a student population of 26,100. Ames' major employers include the city of Ames, Engineering Animation Inc. and I.S.U. Research Park Corporation.

Iowa City. As of June 30, 2001, the system in the Iowa City market served approximately 23,600 basic subscribers from a single headend. Iowa City has a population of approximately 61,300 people and is the home of the University of Iowa with a student population of 28,800. Iowa City's major employers include Act Inc., the municipal government and Heartland Express Inc. of Iowa.

Mason City. As of June 30, 2001, the systems in the Mason City market served approximately 19,900 basic subscribers from six headends. Mason City has a population of approximately 28,700 people. Mason City's major employers include Curries Company, Mercy Medical Center-North Iowa and Principal Life Insurance Company.

Fort Dodge. As of June 30, 2001, the systems in the Fort Dodge market served approximately 19,500 basic subscribers from four headends. The city of Fort Dodge has a population of approximately 25,600 people. Fort Dodge's major employers include American Home Products Corporation, Friendship Haven, Inc. and Trinity Building Corporation.

Georgia

As of June 30, 2001, the Georgia systems passed approximately 247,250 homes and served approximately 140,000 basic subscribers. The largest three markets served by the Georgia systems are Albany, Columbus and Valdosta. These markets, in the aggregate, represent approximately 67% of the subscriber base in the Georgia systems.

Albany. As of June 30, 2001, the systems in the Albany market served approximately 49,300 basic subscribers from five headends, of which 34,500 basic subscribers are served from a single headend. The city of Albany has a population of approximately 75,900 people. Albany's major employers include Phoebe Putney Memorial Hospital, Cooper Tire & Rubber Company and Miller Brewing Company.

Columbus. As of June 30, 2001, the systems in the Columbus market served approximately 24,000 basic subscribers from two headends. The city of Columbus has a population of approximately 181,500 people. Columbus' major employers include Fieldcrest Cannon Inc., the United States Army and American Family Life Assurance.

We believe Knology Inc. offers video, telephony and data services to the entire Columbus market and serves approximately 19,000 basic subscribers. Knology purchased its Columbus cable television systems in 1995. The former owner commenced operations in Columbus in 1989. Our Columbus systems have been upgraded to 625MHz bandwidth capacity with two-way communications capability and offers a full complement of broadband products and services, including digital cable and high-speed Internet access.

Valdosta. As of June 30, 2001, the system in the Valdosta market served approximately 20,600 basic subscribers from a single headend. Valdosta has a population of approximately 42,500 people. It is home to Valdosta State University with a student population of 8,700. Valdosta's major employers include Osborne Construction Company, the Hospital Authority of Valdosta and Griffin LLC.

Missouri

As of June 30, 2001, the Missouri systems passed approximately 164,350 homes, and served approximately 94,000 basic subscribers. These systems serve the Springfield and Columbia/Jefferson City markets.

Springfield. As of June 30, 2001, the system in the Springfield market served approximately 51,700 basic subscribers from a single headend. Springfield has a population of approximately 142,700 people and is the 78th largest DMA in the country. It is home to Southwest Missouri State University and Ozarks Technical Community College with student populations of 17,400 and 6,000, respectively. Springfield's major employers include St. Johns Regional Health Center, St. John's Health System Inc. and New Prime Inc.

Columbia/Jefferson City. As of June 30, 2001, the systems in the Columbia/Jefferson City market served approximately 41,400 basic subscribers from three headends. The cities of Columbia and Jefferson City, which is the state capital, have a combined population of approximately 80,500 people. They are home to the University of Missouri and Columbia College with student populations of 22,900 and 8,000, respectively. Columbia/Jefferson City markets' major employers include CH Allied Services Inc., University Physicians and International Management Services Company.

Illinois

As of June 30, 2001, the Illinois systems passed approximately 80,900 homes and served approximately 51,000 basic subscribers. The largest markets served by the systems include Marion, Charleston and Carbondale. These markets, in the aggregate, represent approximately 78% of the subscriber base in the Illinois systems.

Marion. As of June 30, 2001, the systems in the Marion market, which encompasses the city and its surrounding area, served approximately 17,400 basic subscribers from three headends. Marion has a population of approximately 16,000 people. The area's major employers include U.S. Veterans Hospital, Marion Pepsi Cola and Primex Corporation.

Charleston. As of June 30, 2001, the systems in the Charleston market served approximately 13,100 basic subscribers from two headends. The city of Charleston has a population of approximately 21,000 people and is home to Eastern Illinois University with a student population of 11,200. The area's major employers include Eastern Illinois University, the Sarah Bush Lincoln Health Center and Trailmobile.

Carbondale. As of June 30, 2001, the systems in the Carbondale market served approximately 9,400 basic subscribers from three headends. The city of Carbondale has a population of approximately 20,700 people and is home to Southern Illinois University with a student population of 22,500. The area's major employers include Southern Illinois University, Carbondale Memorial Hospital and Carbondale Clinic.

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 most of our customers advanced broadband products and services such as digital cable television and high-speed Internet access. We plan to continue the roll-out of digital cable and high-speed Internet access across our cable systems and to aggressively market these services to our customer base.

Core Cable Television Services

Our cable systems' basic channel line-up and their additional channel offerings for each system are designed according to demographics, programming preferences, channel capacity, competition, price sensitivity and local regulation. Most of our cable systems' core cable television service offerings include the following:

Limited Basic Service. Our cable systems' limited basic service generally 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 cable systems' expanded basic service generally includes, for an additional monthly fee, various satellite-delivered networks such as CNN, MTV, USA Network, ESPN, Lifetime, Nickelodeon and TNT.

Premium Service. Our cable systems' 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 our cable systems both on a per-channel basis and as part of premium service packages designed to enhance customer value.

The significant expansion of bandwidth capacity resulting from our capital improvement program allows 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 cable systems' 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 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.

Our cable systems' customers currently have available several digital cable programming packages that include:

- up to 42 multichannel premium services;
- up to 50 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.

As of June 30, 2001, digital cable services, including the limited digital cable service discussed below, have been launched in the AT&T systems representing more than 96.3% of the total subscriber base. As of the same date, the AT&T systems had approximately 210,000 digital customers, with penetration by state ranging from 21.1% in Missouri to 29.0% in Iowa, for an overall penetration of 27.3%. A limited digital cable service has been launched in substantially all of our cable systems with less than 550MHz bandwidth capacity to make them more competitive with direct broadcast satellite video providers. This limited digital cable service generally offers up to 12 multichannel premium services, 7 pay-per-view movie and sports channels and 30 channels of digital music. As of June 30, 2001, approximately 41% of the AT&T systems' digital customers subscribed to this service. As we upgrade these systems to 870MHz bandwidth capacity, these customers will have access to our full-featured digital offering, as described above, creating an opportunity to increase monthly digital revenue per digital subscriber.

High-Speed Internet Access

Our cable systems' broadband cable network enables data to be transmitted up to 100 times faster than traditional telephone modem technologies. This high-speed capability allows cable modem customers 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 a customer to dial into the Internet service provider and await authorization.

As of June 30, 2001, the AT&T systems' cable modem service was launched in cable systems passing approximately 580,000 homes, with approximately 62,000 cable modem customers for a penetration of 10.7%. The Iowa systems have a significant share of the AT&T systems' total cable modem customers largely because of their advanced two-way communications capability. As of June 30, 2001, the Iowa systems offered cable modem service in systems passing approximately 444,000 homes, with approximately 50,000 cable modem customers for a penetration of 11.3%. We intend to pursue an aggressive strategy to activate our cable systems' remaining cable network with two-way communications capability, which will allow for widespread launches of cable modem service throughout our cable systems.

We utilize Excite@Home to provide our customers with high-speed Internet service. On September 28, 2001, Excite@Home filed for Chapter 11 bankruptcy protection in U.S. Bankruptcy Court in San Francisco. At the same time,Excite@Home announced the sale of essentially all of its broadband Internet access business assets and related services to AT&T Corp., subject to court approval. On October 10, 2001, we were informed by Excite@Home that it would no longer add new customers to its broadband Internet access system. In addition, Excite@Home filed a motion to reject or terminate its agreements with all cable companies, including Excite@Home's understanding with us. On October 17, 2001, our manager entered into a letter agreement with Excite@Home under which Excite@Home agreed to add new customers and provide service to new and existing customers through November 30, 2001. Excite@Home announced that it would withdraw its motion to reject or terminate agreements with respect to any cable company that signed a letter agreement and that it would refile the motion in November for determination in accordance with the sale of Excite@Home's business assets and related services to AT&T Corp. On October 19, 2001, a committee composed of the bondholders of Excite@Home filed a motion with the bankruptcy court to compel Excite@Home to stop providing services to its cable customers unless the cable companies agree to better terms or buy the company at a price acceptable to the creditors. This motion is scheduled to be heard on November 15, 2001. We intend to vigorously oppose this motion.

Our manager is currently exploring options that will enable us to continue to

provide high-speed Internet service. These options include extending our agreement with Excite@Home, establishing a relationship with other providers of high-speed Internet service or developing the infrastructure and expertise necessary to provide the service ourselves. There can be no assurance that we will be able to continue to provide high-speed Internet service to our customers without disruptions.

Advertising

Our cable systems receive revenue from the sale of local advertising on satellite-delivered channels such as CNN, MTV, USA Network, ESPN, Lifetime, Nickelodeon and TNT. Our cable systems have several-in-house production facilities, 90 administration and production employees and a 90 member sales force covering 11 of our largest 15 markets. Advertising sales accounted for 6.5% and 6.3% of the AT&T systems' combined revenue for the year ended December 31, 2000 and period ended June 30, 2001, respectively.

Future Services

Interactive Services. Our upgraded cable network has 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.

Enhanced television includes such services as ancillary programming information, interactive advertising and impulse sales and purchases. These services enable Internet access over the television set 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. Companies delivering enhanced television services include Gemstar, 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 Service Inc. Our cable systems offer Internet over the television through a trial with WorldGate in the Waterloo, Iowa cable system. 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.

Telecommunications Services. Our manager is 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 cable network upgrade program includes the installation of approximately 5,000 route miles of fiber-optic cable resulting in the creation of large, high-capacity regional networks. We expect to construct our network with excess fiber-optic capacity, thereby affording us the flexibility to pursue new data and telecommunications opportunities.

Technology Overview

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

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

The following table describes the historical and projected technological state of the AT&T systems, from December 31, 2000 to December 31, 2003, based on our current cable network upgrade program:

	Percentage of Cable Network		
As of December 31,	Less than 550 MHz	550 MHz-870 MHz	Two-Way Capable
2000	51%	49%	46%
2001	46%	54%	54%
2002	25%	75%	75%
2003	4%	96%	96%

A central feature of our cable network 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 design our network so that our fiber-optic cable is connected to individual nodes serving an average of 400 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 each customer's home or buildings. Our cable network design 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 permits customers to send and receive signals over the cable network so that interactive services, such as video-on-demand, are accessible and high-speed Internet access does not require a separate telephone line. This capability also positions 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 two-way communications capability, together with hybrid fiber-optic coaxial architecture, enhances a cable network's ability to provide advanced telecommunications services.

The AT&T systems were served by 162 headends as of June 30, 2001. We believe that fiber-optics and advanced transmission technologies make it cost effective to consolidate headends, 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. We intend to eliminate 144 headends so that all of our customers will be served by 18 headends, or an average of approximately 44,400 basic subscribers per headend.

As part of our cable network upgrade program, we plan to deploy approximately 5,000 route miles of fiber-optic cable to create large regional fiber-optic networks with the potential to provide advanced telecommunications services. We expect to construct our regional cable networks with excess fiber-optic capacity to accommodate new and expanded products and services.

We expect to spend approximately $60 million in the second half of 2001, and $150 million and $145 million in 2002 and 2003, respectively, to fund our capital expenditures for our cable systems, including our cable network upgrade program and network maintenance.

Marketing, Programming and Customer Rates

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 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.

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. As a result of our branding efforts, our emphasis on customer service and our investments in the cable network, we believe we develop 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 obtain basic and premium programming for our cable systems from program suppliers whose compensation is typically based on a fixed fee per customer. Programming contracts are generally for fixed periods and are subject to negotiated renewal. Some program suppliers provide volume discount pricing structures or offer marketing support. Upon our acquisitions of the AT&T systems, all of their existing programming contracts terminated. Our manager, through a wholly-owned subsidiary, is a member of the National Cable Television Cooperative, Inc. ("NCTC"), 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 may join the NCTC to secure certain programming for our cable systems. Our manager is in the process of negotiating contracts that will enable us to secure other programming on a direct basis with programming suppliers or indirectly through our manager. We believe such arrangements would enable us to obtain such programming at more favorable rates than we would be able to obtain on our own.

We expect our programming costs 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.

Our manager has retransmission consent agreements with many of the broadcast stations carried on our cable systems. Some of those agreements permit the inclusion of subsequently acquired systems. In other cases, we may be required to obtain the consent of the broadcast station for continued carriage or we may have to obtain a new retransmission consent agreement.

Currently, there are over 200 cable programming networks carried or seeking to be carried on our cable systems. We expect to use the analog and digital channel capacity resulting from our capital improvement program to negotiate 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 June 30, 2001, the AT&T systems' monthly basic service rates for residential customers ranged from $6.35 to $33.13; the combined monthly basic and expanded basic service rates for residential customers ranged from $18.05 to $37.76; and per-channel premium service rates, not including special promotions, ranged from $1.45 to $14.30 per service.

A one-time installation fee, which may be wholly or partially waived during a promotional period, is usually charged to new customers. Monthly fees for converters and remote control tuning devices, and administrative fees for delinquent payments for service, are also charged. Customers are typically free to discontinue service at any time without additional charge 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.

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.

Our cable systems are subject to 373 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 the basic subscribers of our cable systems are in service areas that require a franchise. The table below groups the franchises of the AT&T systems by year of expiration and presents the approximate number and percentage of basic subscribers for each group as of June 30, 2001.

Year of Franchise Expiration	Number of Franchises	Percentage of Total Franchises	Number of Basic Subscribers	Percentage of Total Basic Subscribers
2001 through 2004	119	32%	216,000	27%
2005 and thereafter	254	68%	584,000	73%
Total	373	100%	800,000	100%

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 nonbroadcast 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 16.0 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 particularly attractive 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 we believe 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 signals. The current capacity limitations of satellite technology may limit the DBS operators' ability to comply with these must-carry requirements. A judicial challenge to the January 2002 requirement on the grounds that it is unconstitutional is pending. 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 Cable Communications Policy Act of 1984 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 Cable Communications Policy Act of 1984, particularly with respect to easements located entirely on private property. Under the Telecommunications Act of 1996, 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 10% of the homes passed in the service areas of our cable systems' 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 has 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 June 30, 2001, the AT&T systems employed 1,589 full-time employees and 32 part-time employees. Approximately 6.9% of our cable systems' employees are represented by unions but are not covered by any collective bargaining agreements. Under the asset purchase agreements relating to our acquisitions of the AT&T systems, we were not required to assume any obligations under any collective bargaining agreements existing prior to such acquisitions. However, we are required to negotiate in good faith with the labor unions regarding a new labor contract.

Properties

We own real property housing our regional call centers in the states of Georgia, Iowa and Missouri, as well as numerous locations for business offices and warehouses throughout the operating regions of our cable systems. We currently lease space for their other regional call centers in the states of Georgia, Illinois, Iowa and Missouri. We also lease additional locations for business offices and warehouses throughout the operating regions. Our headends, 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 existing and future operations based on our current business plan.

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 cable systems require maintenance and periodic upgrading to improve system performance and capacity.

Legal Matters

We are not currently a party to any material legal proceedings. The sellers of the AT&T systems have from time to time been subject to various legal proceedings. We did not assume liability for any pending legal proceeding that involves the AT&T systems and we have been indemnified by the sellers of the AT&T systems against liabilities arising from or relating to the operation of the AT&T systems prior to the dates that we completed the acquisitions of the AT&T systems. If any pending legal proceeding known to us to which the sellers of the AT&T systems are a party is determined adversely to the sellers or to us, and our indemnification rights are unavailable for any reason, we believe that none of such proceedings would have a material adverse effect on our consolidated financial condition or results of operations.

LEGISLATION AND REGULATION

General

A federal law known as the Communications Act of 1934, as amended (the "Communications Act"), 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 Federal Communications Commission (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 in communities that are subject to effective competition, as defined by federal law.

Where there is no effective competition to the cable operator's services, federal law gives local franchising authorities the right 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;

- the installation of cable service and related service calls; and

- the 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 installation and 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 installation and 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.

The FCC's regulations also allow an operator to modify regulated rates to reflect the costs of a significant system upgrade.

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 pursuant to 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. The FCC is continuing to examine this issue. 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, other than those systems which are subject to effective competition, 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 October 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 in order for us to meet this requirement. We are unable to predict whether the full implementation of this statutory provision in October 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. Transmission of obscene programming is prohibited. Cable operators must, upon request, fully block both the video and audio portion of indecent programming. Rules allowing cable operators, alternatively, to carry such programming "unblocked" during late-night safe harbor periods were struck down by a three-judge federal district court as unconstitutional. The United States Supreme Court recently affirmed the lower court's decision.

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 derive 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 appellate court affirmed the statutory ownership restrictions, but 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 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 to 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, other than municipally- or cooperatively-owned 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 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 governs the maximum rate utilities may charge for attachments to their poles and conduit by cable operators providing only cable services. The FCC also adopted a second rate formula that governs the maximum rate utilities may charge for attachments to their poles and conduit by companies providing telecommunications services, including cable operators which provide such services.

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 is reviewing 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 major performing rights organizations in the United States. These organizations 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. We may be subject to additional federal, state and local statutes and regulations if and when we begin to offer telecommunications services.

MANAGEMENT

Mediacom Communications is our sole voting member. Mediacom Communications serves as manager of our operating subsidiaries. The executive officers of Mediacom Broadband LLC and the executive officers and directors of Mediacom Communications and Mediacom Broadband Corporation are:

Name	Age	Position
Rocco B. Commisso	51	Chairman and Chief Executive Officer of Mediacom Broadband LLC and Mediacom Communications and President, Chief Executive Officer and Director of Mediacom Broadband Corporation
Mark E. Stephan	45	Senior Vice President, Chief Financial Officer and Treasurer of Mediacom Broadband LLC; Senior Vice President, Chief Financial Officer, Treasurer and Director of Mediacom Communications; and Treasurer and Secretary of Mediacom Broadband Corporation
James M. Carey	50	Senior Vice President, Operations of Mediacom Communications
John G. Pascarelli	40	Senior Vice President, Marketing and Consumer Services of Mediacom Communications
Joseph Van Loan	59	Senior Vice President, Technology of Mediacom Communications
Italia Commisso Weinand	48	Senior Vice President, Programming and Human Resources and Secretary of Mediacom Communications
Charles J. Bartolotta	46	Senior Vice President, Field Operations of Mediacom Communications
Calvin G. Craib	47	Senior Vice President, Business Development of Mediacom Communications
William I. Lees, Jr.	43	Senior Vice President, Corporate Controller of Mediacom Communications
Craig S. Mitchell	42	Director of Mediacom Communications
William S. Morris III	67	Director of Mediacom Communications
Thomas V. Reifenheiser	66	Director of Mediacom Communications
Natale S. Ricciardi	52	Director of Mediacom Communications
Robert L. Winikoff	55	Director of Mediacom Communications

Rocco B. Commisso has 23 years of experience with the cable television industry and has served as our Chairman and Chief Executive Officer since our inception in April 2001 and our manager's Chairman and Chief Executive Officer since founding its predecessor company in July 1995. Mr. Commisso has served as President, Chief Executive Officer and Director of Mediacom Broadband Corporation since its inception in May 2001. 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 boards of the National Cable Television Association, Cable Television Laboratories, Inc. and C-SPAN. 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 our inception in April 2001 and our manager's Senior Vice President, Chief Financial Officer and Treasurer since the commencement of its operations in March 1996. Mr. Stephan has served as Director of our manager since its incorporation in November 1999 and as Treasurer and Secretary of Mediacom Broadband since its inception in May 2001. From 1993 to February 1996, Mr. Stephan served as Vice President of Finance for Cablevision Industries. Prior to that time, Mr. Stephan served as Manager of the telecommunications and media lending group of Royal Bank of Canada from 1987 to 1992.

James M. Carey has 20 years of experience in the cable television industry. Before joining our manager 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.

John G. Pascarelli has 21 years of experience in the cable television industry. Before joining our manager 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 29 years of experience in the cable television industry. Before joining our manager 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 25 years of experience in the cable television industry. Before joining our manager 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.

Charles J. Bartolotta has 19 years of experience in the cable television industry. Before joining our manager 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 Tele-Communications, 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.

Calvin G. Craib has 19 years of experience in the cable television industry. Before joining our manager in April 1999 as Vice President, Business Development, Mr. Craib served as Vice President, Finance and Administration for Interactive Marketing Group from June 1997 to December 1998 and as Senior Vice President, Operations, and Chief Financial Officer for Douglas Communications from January 1990 to May 1997. Prior to that time, Mr. Craib served in various financial management capacities at Warner Amex Cable and Tribune Cable.

William I. Lees, Jr. joined our manager in October 2001 as Senior Vice President, Corporate Controller. Previously, Mr. Lees served as Executive Vice President and Chief Financial Officer for Regus Business Centre

Corp., a multinational real estate services company, from July 1999 to September 2001. Prior thereto, he served as Corporate Controller and Director for Formica Corporation from September 1998 to July 1999, and as Chief Financial Officer for Imperial Schrade Corporation from September 1993 to September 1998. He was previously employed for 13 years by Ernst & Young.

Craig S. Mitchell has held various management positions with Morris Communications Corporation for more than the past five years. He currently serves as its Vice President of Finance and Treasurer and is also a member of its board of directors.

William S. Morris III has served as the Chairman and Chief Executive Officer of Morris Communications for more than the past five years. He was the Chairman of the board of directors of the Newspapers Association of America for 1999-2000.

Thomas V. Reifenheiser served for more than five years as a Managing Director and Group Executive of the Global Media and Telecom Group of Chase Securities Inc. until his retirement in September 2000. He joined Chase in 1963 and had been the Global Media and Telecom Group Executive since 1977. He also had been a director of the Management Committee of The Chase Manhattan Bank. Mr. Reifenheiser is a member of the board of directors of Lamar Advertising Company, a leading owner and operator of outdoor advertising and logo sign displays.

Natale S. Ricciardi has held various management positions with Pfizer Inc. for more than the past five years. Mr. Ricciardi joined Pfizer in 1972 and currently serves as its Vice President, U.S. Manufacturing, with responsibility for all of Pfizer's U.S. manufacturing facilities.

Robert L. Winikoff has been a partner of the law firm of Sonnenschein Nath & Rosenthal since August 2000. Prior thereto, he was a partner of the law firm of Cooperman Levitt Winikoff Lester & Newman, P.C. for more than five years. Sonnenschein Nath & Rosenthal currently serves as our manager's outside general counsel and prior to such representation Cooperman Levitt Winikoff Lester & Newman, P.C. served as our manager's outside general counsel since 1995.

The table below sets forth our manager's other key employees:

Name	Age	Position
Bruce J. Gluckman	48	Vice President, Legal and Regulatory Affairs
Richard L. Hale	52	Vice President, Midwest Division
Charles F. King	54	Vice President, North Central Division
C. Christine Luther	49	Vice President, Customer Service
Dale E. Ordoyne	50	Vice President, Southern Division
Brian M. Walsh	35	Vice President, Finance and Assistant to the Chairman of the Board
William D. Wegener	39	Vice President, Network Development

Bruce J. Gluckman has eight years of experience in the cable television industry. Before joining our manager as Director of Legal Affairs in February 1998, Mr. Gluckman was in private law practice from January 1996 to October 1997. From June 1993 to January 1996, he served as a Staff Attorney for Cablevision Industries. Mr. Gluckman has 20 years of experience in the practice of law.

Richard L. Hale has 18 years of experience in the cable television industry. Before joining our manager as Regional Manager for the Central Region in January 1998, Mr. Hale served as Regional Manager of Cablevision Systems' Kentucky/Missouri region and as Sales and Marketing Director from 1988 to 1998. Mr. Hale began his career in the cable television industry in 1984 as Regional Sales and Marketing Director for Adams-Russell Cable.

Charles F. King has 29 years of experience in the cable television industry. Before joining our manager in January 2001, Mr. King served as Senior Vice President of Operations for Insight Communications Company, Inc. from April 1999 to June 2000 and for Intermedia Partners from 1987 to March 1999, where he was responsible for the Louisville, Kentucky cable operations serving 290,000 customers. Previously, Mr. King held various management positions with Rollins Communications, Inc., Summit Cable Communications, Inc. and Cablevision Systems.

C. Christine Luther has 25 years of experience in the cable television industry. Before joining our manager in February 1998, Ms. Luther served as Director of Customer Service to Alphastar Television Network from 1996 to September 1997. Prior to that time, Ms. Luther served as Corporate Director of Customer Service with Cablevision Industries where she was responsible for all customer service, sales and billing functions for cable systems serving 1.3 million subscribers.

Dale E. Ordoyne has 21 years of experience in the cable television industry. Before joining our manager in October 1999, Mr. Ordoyne served as Vice President, Marketing for MediaOne from 1995, where he was responsible for all marketing activities for the Atlanta cluster comprised of 500,000 basic subscribers. Prior to that time, Mr. Ordoyne served in various marketing and system management capacities for Cablevision Industries and Cox Communications.

Brian M. Walsh has 13 years of experience in the cable television industry. Mr. Walsh served as Vice President and Controller of our manager from January 1998 to October 2001. Before joining our manager in April 1996 as Director of Accounting, Mr. Walsh served as Financial Analyst for Helicon from January 1996 to March 1996. Prior to that time, Mr. Walsh served in various financial management capacities for Cablevision Industries, including Regional Business Manager from January 1992 to December 1995. Mr. Walsh began his career in the cable television industry in 1988 when he joined Cablevision Industries as a staff accountant.

William D. Wegener has 20 years of experience in the cable television industry. Before joining our manager in February 1998, Mr. Wegener served as Senior Sales Engineer for C-Cor Electronics from October 1995 to October 1997. Prior to that time, Mr. Wegener served in various engineering capacities for Cablevision Industries. He is a member of the Society of Cable Telecommunications Engineers.

Compensation

None of the executive officers of Mediacom Broadband LLC and Mediacom Broadband Corporation are compensated for their services as such officers. Rather, executive management of Mediacom Broadband LLC and Mediacom Broadband Corporation receive compensation from Mediacom Communications.

The executive officers and directors of Mediacom Communications are compensated exclusively by Mediacom Communications and do not receive any separate compensation from Mediacom Broadband LLC or Mediacom Broadband Corporation. Mediacom Communications acts as our manager and in return receives a management fee. See "Description of Governing Documents--Management Agreements."

CERTAIN TRANSACTIONS

J.P. Morgan Securities Inc., Credit Suisse First Boston Corporation, Salomon Smith Barney Inc., BMO Nesbitt Burns Corp., Dresdner Kleinwort Wasserstein-- Grantchester, Inc., Scotia Capital (USA) Inc., SunTrust Equitable Securities Corporation, BNY Capital Markets, Inc. and Mizuho International plc were the initial purchasers of the initial notes. Certain of the initial purchasers or their affiliates have in the past engaged in transactions with and performed services for us and our affiliates in the ordinary course of business, including commercial banking, financial advisory and investment banking services. Furthermore, these initial purchasers or their affiliates may perform similar services for us and our affiliates in the future. Affiliates of certain of the initial purchasers are agents and lenders under our subsidiary credit facility. The Bank of New York, an affiliate of BNY Capital Markets, Inc., acts as trustee for the initial notes and will act as trustee for the exchange notes.

PRINCIPAL STOCKHOLDERS

Mediacom Broadband Corporation is our wholly-owned subsidiary. Mediacom Communications is our sole voting member. The address of Mediacom Communications is 100 Crystal Run Road, Middletown, New York 10941.

Mediacom Broadband Operating Agreement

Mediacom Broadband was formed as a limited liability company on April 5, 2001, pursuant to the provisions of the Delaware Limited Liability Company Act. The following is a summary of the material provisions of the operating agreement of Mediacom Broadband.

The operating agreement provides that the overall management, operation, and control of the business, activities, and affairs of Mediacom Broadband be vested exclusively in its managing member, Mediacom Communications. The managing member serves without compensation, but is entitled to reimbursement for all costs and expenses incurred by it in performing its duties under the operating agreement. The managing member may delegate any of the duties, powers, and authority vested in it under the operating agreement. Anyone to whom it delegates any duties is subject to removal at any time at the managing member's discretion and must report to and consult with the managing member.

The operating agreement provides for the establishment of a three member executive committee. Pursuant to the operating agreement, Rocco B. Commisso, the Chairman and Chief Executive Officer of the managing member, serves as Chairman of the executive committee and is entitled to designate the other members, each of whom must be a member of senior management or a director of Mediacom Communications or its subsidiaries. The other current members of the executive committee are Mark E. Stephan and James M. Carey. Approval of the executive committee (acting by majority vote) is required for certain actions, including certain affiliate transactions. See "Description of the Notes." None of the members of the executive committee are compensated for their services as such members, but are entitled to reimbursement for travel expenses.

As of the date of this prospectus, Mediacom Communications is our sole voting member. Upon the consummation of the AT&T acquisitions, (i) Mediacom Communications made capital contributions to us in an aggregate amount of $725.0 million and (ii) operating subsidiaries of Mediacom LLC purchased preferred membership interests in us aggregating $150.0 million. The preferred membership interests entitle the holders to receive, in preference to any distributions to be made to other holders of membership interests, dividends on the investment at a rate per annum equal to 12.0%, payable in cash in quarterly installments. The preferred membership interests are non-voting interests.

No member has the right to withdraw its capital contribution or to demand and receive property of Mediacom Broadband or any distribution in return for its capital, prior to dissolution of Mediacom Broadband. The holders of the preferred membership interests have the right to have us redeem these interests at any time following the maturity of the notes offered hereby.

Under the operating agreement, members may not transfer their interests without the consent of the managing member.

Management Agreements

Mediacom Communications manages each of our operating subsidiaries pursuant to a management agreement with each operating subsidiary. Pursuant to the management agreements, Mediacom Communications has full and exclusive authority to manage the day to day operations and conduct the business of our operating subsidiaries. Our operating subsidiaries remain responsible for all expenses and liabilities relating to the construction, development, operation, maintenance, repair, and ownership of their systems.

As compensation for the performance of its services, subject to certain restrictions contained in the notes and in our subsidiary credit facility, Mediacom Communications is entitled under each management agreement to receive management fees in an amount not to exceed 4.0% of the annual gross operating revenues of each of our operating subsidiaries. Mediacom Communications is also entitled to the reimbursement of all expenses necessarily incurred in its capacity as manager.

The management agreements will terminate upon the dissolution or liquidation of the respective operating subsidiary, and are also terminable by any operating subsidiary as follows:

- if Mediacom Communications materially breaches the management agreement and fails to cure the breach within 20 days of receipt of written notice of the breach (or, if the breach is not susceptible to cure within 20 days, if Mediacom Communications fails to cure the breach as promptly as possible, but in any event, within 60 days of the written notice);

- if Mediacom Communications engages in any act of gross negligence, dishonesty, willful malfeasance or gross misconduct that is materially injurious to the respective operating subsidiary;

- if any lender consummates foreclosure proceedings following default under any loan agreement with respect to the equity interests or assets of the respective operating subsidiary; and

- if Mediacom Communications is unable to pay its debts as such debts become due.

DESCRIPTION OF SUBSIDIARY CREDIT FACILITY

Financing for a portion of the AT&T acquisitions was provided by and financing for the operations of our operating subsidiaries has been and will continue to be provided by a credit agreement that our operating subsidiaries entered into with the lenders party thereto and The Chase Manhattan Bank, as administrative agent.

Our subsidiary credit facility is a $1.4 billion credit facility, consisting of a $600.0 million revolving credit facility, a $300.0 million tranche A term loan and a $500.0 million tranche B term loan. The following is a summary of the principal terms of our subsidiary credit facility.

The revolving credit facility will expire on March 31, 2010. Commitments under the revolving credit facility will be reduced in quarterly installments beginning on December 31, 2004. A portion of the revolving credit facility is available for the issuance of letters of credit.

The tranche A term loan will mature on March 31, 2010 and the tranche B term loan will mature on September 30, 2010. The term loans are payable in quarterly installments beginning on September 30, 2004.

At any time prior to December 31, 2003, our operating subsidiaries may request that the lenders under our subsidiary credit facility provide additional term loans in an aggregate amount of up to $500.0 million.

Our subsidiary credit facility provides us with two interest rate options, at our election, to which a margin is added: a base rate, the higher of the federal funds effective rate plus 1/2 of 1% and the prime commercial lending rate, and a eurodollar rate, based on the London interbank eurodollar interest rate. Interest rate margins for our subsidiary credit facility depend upon the performance of our operating subsidiaries measured by its leverage ratio, or the ratio of indebtedness to the immediately preceding quarter's system cash flow, multiplied by four. The interest rate margins for our subsidiary credit facility are as follows:

- interest on outstanding revolving loans and the tranche A term loan is payable at either the eurodollar rate plus a floating percentage ranging from 1.00% to 2.50% depending on the leverage ratio or the base rate plus a floating percentage ranging from 0.25% to 1.50% depending on the leverage ratio; and

- interest on tranche B term loan is payable at either the eurodollar rate plus a floating percentage tied to the leverage ratio ranging from 2.50% to 2.75% or the base rate plus a floating percentage tied to the leverage ratio ranging from 1.50% to 1.75%.

We may enter into interest rate swap agreements to hedge any underlying eurodollar rate exposure under our subsidiary credit facility.

In general, our subsidiary credit facility requires our operating subsidiaries to use the proceeds from specified insurance condemnation awards, debt issuances and asset dispositions to prepay borrowings under our subsidiary credit facility and to reduce permanently commitments thereunder. Our subsidiary credit facility also requires mandatory prepayments of amounts outstanding and permanent reductions in the commitments thereunder, beginning in 2005, based on a percentage of excess cash flow for the prior year.

Our subsidiary credit facility is secured by a pledge of our ownership interests in our operating subsidiaries, and will be guaranteed by us on a limited recourse basis to the extent of such ownership interests. In addition, the holders of certain intercompany indebtedness of Mediacom Broadband and our operating subsidiaries have pledged such intercompany indebtedness on a non-recourse basis to secure the proposed new subsidiary credit facility.

Our subsidiary credit facility contains covenants, including:

- maintenance of specified financial ratios;

- limitations on incurrence of additional indebtedness;

- limitations on restricted payments;

- limitations on mergers, consolidations, liquidations and dissolutions and sales of assets;

- limitations on acquisitions and investments;

- limitations on liens;

- limitations on other lines of business;

- limitations on transactions with affiliates;

- limitations on restrictive agreements; and

- limitations on modification of specified documents.

In addition, our subsidiary credit facility contains customary events of default.

DESCRIPTION OF THE NOTES

General

The initial notes were issued and the exchange notes (the "Notes") will be issued under an Indenture (the "Indenture") dated as of June 29, 2001, among Mediacom Broadband LLC and Mediacom Broadband Corporation, as joint and several obligors (the "Issuers"), and The Bank of New York, as Trustee (the "Trustee"). The Notes initially issued will not be guaranteed by any Subsidiary of Mediacom Broadband LLC, but Mediacom Broadband LLC agreed in the Indenture to cause a Restricted Subsidiary to guarantee payment of the Notes in certain limited circumstances specified therein. See "Covenants--Limitation on Guarantees of Certain Indebtedness" below. The Notes will be issued in fully registered form only, in denominations of $1,000 and integral multiples thereof. The Notes will be represented by one or more registered Notes in global form and in limited circumstances may be represented by Notes in certificated form. See "Book-Entry; Delivery and Form."

The form and terms of the exchange notes are the same in all material respects as the form and terms of the initial notes, except that the exchange notes will have been registered under the Securities Act and therefore will not bear legends restricting their transfer. The initial notes have not been registered under the Securities Act and are subject to transfer restrictions.

The following statements are subject to the detailed provisions of the Indenture and are qualified in their entirety by reference to the Indenture, including the terms made a part thereof by the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). A copy of the Indenture will be provided upon request without charge to each person to whom a copy of this prospectus is delivered. Capitalized terms used herein which are not otherwise defined shall have the meaning assigned to them in the Indenture.

Principal, Maturity and Interest

The Notes will be issued in an aggregate principal amount of up to $400.0 million and will mature on July 15, 2013. Interest on the Notes will accrue at the rate per annum shown on the front cover of this prospectus from June 29, 2001, or from the most recent date on which interest has been paid or provided for, payable semi-annually to holders of record at the close of business on the January 1 or July 1 (whether or not such day is a business day) immediately preceding the interest payment date on January 15 and July 15 of each year commencing January 15, 2002. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Indenture provides for the issuance thereunder of up to $400.0 million aggregate principal amount of additional Notes having substantially identical terms and conditions to the Notes offered hereby (the "Additional Notes"), subject to compliance with the covenants contained in the Indenture (including "Covenants--Limitation on Indebtedness" as a new Incurrence of Indebtedness by the Issuers). Any Additional Notes will be part of the same issue as the Notes offered hereby (and accordingly will participate in purchase offers and partial redemptions) and will vote on all matters with the Notes offered hereby. Unless the context otherwise requires, for purposes of this "Description of the Notes," reference to the Notes includes Additional Notes.

Principal of, premium, if any, and interest, including Additional Interest, if any, on the Notes will be payable, and the Notes may be exchanged or transferred, at the office or agency of the Issuers maintained for such purpose in the Borough of Manhattan, The City of New York (which initially shall be the principal corporate trust office of the Trustee at 20 Broad Street, One Lower Level, New York, New York 10005), except that, at the option of the Issuers, payment of interest and Additional Interest, if any, may be made by check mailed to the registered holders of the Notes at their registered addresses; 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 will be required to be made by wire transfer of immediately available funds to the accounts specified by the holders thereof.

Ranking

The Notes will be unsecured, senior obligations of the Issuers, ranking pari passu in right of payment with all existing and future unsecured Indebtedness of the Issuers, other than any Subordinated Obligations. The Notes will be effectively subordinated to any secured Indebtedness of the Issuers. Since Mediacom Broadband LLC is an intermediate holding company and will conduct its business through its Subsidiaries, the Notes will be effectively

subordinated to all existing and future Indebtedness and other liabilities (including trade payables) of the Subsidiaries. Mediacom Communications is not and will not be an obligor or guarantor of the Notes.

As of June 30, 2001, after giving pro forma effect to the consummation of the acquisitions of the Georgia, Illinois and Iowa systems, Mediacom Broadband LLC would have had approximately $1,255.0 million of Indebtedness outstanding (including approximately $855.0 million of Indebtedness of the Subsidiaries), and the Subsidiaries would have had $545.0 million of unused credit commitments under the Subsidiary Credit Facility.

Optional Redemption

Except as set forth below, the Notes are not redeemable prior to July 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 register of Notes maintained by the Registrar at the following redemption prices (expressed as percentages of principal amount) if redeemed during the twelve-month period beginning with July 15 of the year indicated below, in each case together with accrued and unpaid interest and Additional Interest, if any, thereon to the date of redemption:

Year	Redemption Price
2006	105.500%
2007	103.667%
2008	101.833%
2009 and thereafter	100.000%

In addition, at any time and from time to time, on or prior to July 15, 2004 the Issuers may redeem up to 35% of the original principal amount of the 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 111% of the principal to be redeemed plus accrued and unpaid interest and Additional Interest, if any, thereon to the date of redemption; provided that at least 65% of the original principal amount of Notes (as so calculated) remains outstanding immediately after each such redemption. Any such redemption will be required to occur within 90 days following the closing of any such Equity Offering.

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; provided that, if a partial redemption is made with the proceeds of any Equity Offering, selection of the Notes or portions thereof for redemption shall be made by the Trustee only on a pro rata basis or on as nearly a pro rata basis as is practicable (subject to DTC procedures). 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 the Indenture.

Repurchase at the Option of Holders

Change of Control

The Indenture provides that 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 below (the "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, thereon to the date of repurchase (the "Change of Control Payment").

A "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 Securities Exchange Act of 1934, as amended ("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 in Mediacom Broadband LLC;

(ii) Mediacom Broadband LLC consolidates with, or merges with or into, another Person (other than a Wholly Owned Restricted Subsidiary) or Mediacom Broadband LLC or any of its Subsidiaries sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of the assets of Mediacom Broadband LLC and its Subsidiaries (determined on a consolidated basis) to any Person (other than Mediacom Broadband LLC 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 in Mediacom Broadband LLC, "beneficially own" (as so determined), directly or indirectly, more than 50% of the total voting power of the then outstanding Voting Equity Interests in the surviving or transferee Person;

(iii) Mediacom Broadband LLC is liquidated or dissolved or adopts a plan of liquidation or dissolution (whether or not otherwise in compliance with the provisions of the Indenture);

(iv) a majority of the members of the Executive Committee of Mediacom Broadband LLC shall consist of Persons who are not Continuing Members; or

(v) Mediacom Broadband LLC ceases to own 100% of the issued and outstanding Equity Interests in Mediacom Broadband Corporation, other than by reason of a merger of Mediacom Broadband Corporation into and with a corporate successor to Mediacom Broadband LLC;

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) Mediacom Communications (or any successor thereto), or a Person (or successor thereto) more than 50% of the total voting power of the then outstanding Voting Equity Interests of which is beneficially owned, directly or indirectly, by Mediacom Communications (or any successor thereto), continues to be the manager of Mediacom Broadband LLC (or the surviving or transferee Person in the case of clause (ii) above) pursuant to the Operating Agreement and Rocco B. Commisso continues to be the chief executive officer or chairman of Mediacom Communications (or any successor thereto), (B) Rocco B. Commisso, or a Person more than 50% of the total voting power of the then outstanding Voting Equity Interests of which is beneficially owned, directly or indirectly, by Rocco B. Commisso and the other Permitted Holders together with their respective designees, becomes the manager of Mediacom Broadband LLC (or the surviving or transferee Person in the case of clause (ii) above) or (C) Rocco B. Commisso becomes and thereafter continues to be the chief executive officer or chairman of Mediacom Broadband LLC (or the surviving or transferee Person in the case of clause (ii) above).

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 register of Notes maintained by the Registrar, a notice stating:

(1) that the Change of Control Offer is being made pursuant to this covenant 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.

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 will 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.

The Issuers will 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 in the Indenture 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. In addition, the Issuers will not be required to make a Change of Control Offer in the event of a highly leveraged transaction that does not constitute a Change of Control.

The Issuers will 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.

The Subsidiary Credit Facility includes a "change of control" provision that permits the lenders thereunder to accelerate the repayment of Indebtedness thereunder. The Subsidiary Credit Facility will not permit the Subsidiaries of Mediacom Broadband LLC to make distributions to the Issuers so as to permit the Issuers to effect a purchase of the Notes upon the Change of Control without the prior satisfaction of certain financial tests and other conditions. Any future credit facilities or other agreements relating to Indebtedness to which the Issuers or Subsidiaries of Mediacom Broadband LLC become a party may contain similar restrictions and provisions. If a Change of Control were to occur, the Issuers may not have sufficient available funds to pay the Change of Control Payment for all Notes that might be delivered by holders of the Notes seeking to accept the Change of Control Offer

after first satisfying its obligations under the Subsidiary Credit Facility or other agreements relating to Indebtedness, if accelerated. The failure of the Issuers to make or consummate the Change of Control Offer or to pay the Change of Control Payment when due will give the Trustee and the holders of the Notes the rights described under "Events of Default" below.

The definition of Change of Control includes a phrase relating to the sale, assignment, conveyance, transfer, lease or other disposition of "all or substantially all" of the assets of Mediacom Broadband LLC and its Subsidiaries. Although there is a developing body of case law interpreting the phrase "substantially all," there is not a precise or established definition of the phrase under applicable law. Accordingly, the ability of a holder of the Notes to require the Issuers to repurchase such Notes as a result of a sale, assignment, conveyance, transfer, lease or other disposition of less than all of the assets of Mediacom Broadband LLC and its Subsidiaries to another Person or group may be uncertain.

Asset Sales

The Indenture provides that Mediacom Broadband LLC shall not, and shall not permit any Restricted Subsidiary to, consummate an Asset Sale unless:

(i) Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC or such Restricted Subsidiary are applied (a) first, to the extent Mediacom Broadband LLC elects, or is required, to prepay, repay or purchase debt under any then existing Indebtedness of Mediacom Broadband LLC or any Restricted Subsidiary within 360 days following the receipt of the Asset Sale Proceeds from any Asset Sale or, to the extent Mediacom Broadband LLC 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 $10.0 million, 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 Additional Interest, if any, thereon to the date of repurchase (an "Excess Proceeds Offer").

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 Broadband LLC or any Restricted Subsidiary, the amount of any (x) liabilities (as shown on Mediacom Broadband LLC's or such Restricted Subsidiary's most recent balance sheet) of Mediacom Broadband LLC or any Restricted Subsidiary that are actually assumed by the transferee in such Asset Sale and from which Mediacom Broadband LLC and the Restricted Subsidiaries are fully released shall be deemed to be cash, and (y) securities, notes or other similar obligations received by Mediacom Broadband LLC or such Restricted Subsidiary from such transferee that are immediately converted (or are converted within 30 days of the related Asset Sale) by Mediacom Broadband LLC 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.

If the Issuers are required to make an Excess Proceeds Offer, within 30 days following the Reinvestment Date, 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 register of the Notes maintained by the Registrar, a notice 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 Additional Interest, if any, thereon to the date of purchase;

(2) 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;

(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.

The Issuers will 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.

Notwithstanding the foregoing, the Indenture provides that Mediacom Broadband LLC or any Restricted Subsidiary will 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 Broadband LLC or such Restricted Subsidiary, as the case may be, from a financial point of view.

If a Restricted Subsidiary were to consummate an Asset Sale, the Subsidiary Credit Facility would not permit such Restricted Subsidiary to make a distribution to the Issuers of the related Asset Sale Proceeds so as to permit the Issuers to effect an Excess Proceeds Offer with such Asset Sale Proceeds without the prior satisfaction of certain financial tests and other conditions. Any future credit agreements or other agreements relating to Indebtedness to which the Issuers or Subsidiaries of Mediacom Broadband LLC become a party may contain similar restrictions or other provisions which would prohibit the Issuers from purchasing any Notes from Asset Sale Proceeds. In the event an Excess Proceeds Offer occurs at a time when the Issuers are prohibited from receiving Asset Sale Proceeds or purchasing the Notes, the Issuers could seek the consent of their lenders to the distribution of Asset Sales Proceeds or the purchase of Notes or could attempt to refinance the Indebtedness that contains such prohibition. If the Issuers do not obtain such a consent or repay such Indebtedness, the Issuers may remain prohibited from purchasing the Notes. In such case, the Issuers' failure to purchase tendered Notes when due will give the Trustee and the holders of the Notes the rights described under "Events of Default" below.

Events of Default

An Event of Default is defined in the Indenture as being:

(a) default in payment of any principal of, or premium, if any, on the Notes when due;

(b) default for 30 days in payment of any interest or Additional Interest, if any, on the Notes when due;

(c) default by the Issuers for 60 days after written notice by holders of not less than 25% in principal amount of the Notes then outstanding in the observance or performance of any other covenant in the Notes or the Indenture;

(d) default in the payment at maturity (continued for the longer of any applicable grace period or 30 days) of any Indebtedness aggregating $25.0 million or more of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom Broadband LLC 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 holders of not less than 25% in principal amount of the Notes then outstanding;

(e) any final judgment or judgments for the payment of money in excess of $25.0 million (net of amounts covered by insurance) shall be rendered against the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom Broadband LLC which, if merged into each other, would constitute a Significant Subsidiary, and shall not be discharged for any period of 60 consecutive days, during which a stay of enforcement of such judgment shall not be in effect;

(f) certain events involving bankruptcy, insolvency or reorganization of the Issuers or a Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom Broadband LLC which, if merged into each other, would constitute a Significant Subsidiary;

(g) the guarantee of any Guarantor ceases to be in full force and effect (except as contemplated by the terms of the Indenture) or any Guarantor shall deny or disaffirm its obligations under the Indenture or the guarantee of such Guarantor; or

(h) any failure to perform or comply with the provisions of the Indenture.

The Indenture provides that the Trustee may withhold notice to the holders of Notes of any default (except in payment of principal of or premium, if any, or interest or Additional Interest on the Notes) if the Trustee considers it to be in the best interest of the holders of the Notes to do so.

The Indenture provides that if an Event of Default (other than an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization) shall have occurred and be continuing, the Trustee or the holders of not less than 25% in principal amount of the Notes then outstanding may declare the principal of all the Notes to be due and payable immediately, but if the Issuers shall cure (or the holders of a majority in principal amount of the Notes then outstanding, if permitted by the Indenture, shall waive) all defaults (except the nonpayment of principal, interest and premium, if any, on any Notes which shall have become due by acceleration) and certain other conditions are met, such declaration may be annulled by the holders of a majority in principal amount of the Notes then outstanding. In case an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization shall occur, such amount with respect to all of the Notes shall be due and payable immediately without any declaration or other act on the part of the Trustee or the holders of the Notes.

The holders of a majority in principal amount of the Notes then outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee subject to certain limitations specified in the Indenture. Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders of the Notes, unless such holders have offered to the Trustee indemnity satisfactory to it.

Covenants

Limitation on Restricted Payments

The Indenture provides that, so long as any of the Notes remain outstanding, Mediacom Broadband LLC 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 Broadband LLC would not be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio of the first paragraph of "--Limitation on Indebtedness" below; or

(iii) immediately after giving effect to any such Restricted Payment, the aggregate of all Restricted Payments which shall have been made on or after the Issue Date (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) 1.2 times Cumulative Interest Expense.

The provisions of the first paragraph of this covenant shall not prevent:

(1) the retirement of any of Mediacom Broadband LLC's Equity Interests in exchange for, or out of the proceeds of, the substantially concurrent sale (other than to a Subsidiary of Mediacom Broadband LLC or an employee stock ownership plan or to a trust established by Mediacom Broadband LLC or any Subsidiary of Mediacom Broadband LLC for the benefit of its employees) of Equity Interests (other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) in Mediacom Broadband LLC;

(2) 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 the Indenture;

(3) 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 "Repurchase at the Option of Holders--Asset Sales" above;

(4) payments of compensation to officers, directors and employees of Mediacom Broadband LLC or any Restricted Subsidiary so long as the Executive Committee or the manager of Mediacom Broadband LLC in good faith shall have approved the terms thereof;

(5) (a) the payment of dividends on any Equity Interests in Mediacom Broadband LLC following the issuance thereof in an amount per annum of up to 6% of the net proceeds received by Mediacom Broadband LLC from an Equity Offering of such Equity Interests and (b) the payment of cash dividends on the amount of the Mediacom Broadband Preferred Membership Interest at a rate not to exceed 6.0% per annum;

(6) (a) the payment of management fees, and any related reimbursement of expenses, to Mediacom Communications or any Affiliate thereof pursuant to the Management Agreements and (b) the reimbursement of expenses and the making of payments in respect of indemnification obligations to Mediacom Communications or any Affiliate thereof pursuant to the Operating Agreement, in each case, other than any dividend or distribution (whether made in cash, property or securities) on or with respect to any Equity Interests in Mediacom Broadband LLC or any redemption, repurchase, retirement or other direct or indirect acquisition of any Equity Interests in Mediacom Broadband LLC, 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;

(7) the payment of amounts in connection with any merger, consolidation, or sale of assets effected in accordance with the "--Merger or Sales of Assets" covenant below, provided that no such payment may be made pursuant to this clause (7) unless, after giving effect to such transaction (and the Incurrence of any Indebtedness in connection therewith and the use of the proceeds thereof), Mediacom Broadband LLC would be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio of the first paragraph of "--Limitation on Indebtedness" below such that after incurring that

$1.00 of additional Indebtedness, the Debt to Operating Cash Flow Ratio would be less than or equal to 6.5 to 1.0;

(8) 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 Broadband LLC or an employee stock ownership plan or to a trust established by Mediacom Broadband LLC or any Subsidiary of Mediacom Broadband LLC for the benefit of its employees) of Equity Interests (other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) in Mediacom Broadband LLC or Subordinated Obligations of Mediacom Broadband LLC;

(9) the payment of any dividend or distribution on or with respect to any Equity Interests in any Restricted Subsidiary to the holders of its Equity Interests on a pro rata basis;

(10) the making and consummation of (A) an Excess Proceeds Offer in accordance with the provisions of the Indenture with any Excess Proceeds or (B) a Change of Control Offer with respect to the Notes in accordance with the provisions of the Indenture or (C) any offer similar to the offer described in clause (A) or (B) set forth in any other indenture governing debt securities;

(11) during the period Mediacom Broadband LLC 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 Broadband LLC in an amount not to exceed the aggregate amount of tax distributions, if any, permitted to be made by Mediacom Broadband LLC to its members under the Operating Agreement (such amount not to include amounts in respect of taxes resulting from Mediacom Broadband LLC's reorganization as or change in the status to a corporation);

(12) the payment by any Restricted Subsidiary to Mediacom Broadband LLC 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;

(13) the distribution of any Investment originally made by Mediacom Broadband LLC or any Restricted Subsidiary pursuant to the first paragraph of this covenant to holders of Equity Interests in Mediacom Broadband LLC or such Restricted Subsidiary, as the case may be; and

(14) additional Restricted Payments in an aggregate amount not to exceed $25.0 million;

provided, however, that in the case of clauses (2), (5), (7), (9), (10), (13) and (14) 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 the Indenture, Restricted Payments made pursuant to clauses (1), (2), (5) and (8) and any Restricted Payment deemed to have been made pursuant to the "--Limitation on Transactions with Affiliates" covenant below shall be included in such calculation.

Limitation on Indebtedness

The Indenture provides that Mediacom Broadband LLC 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 Broadband LLC 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 8.5 to 1.0.

The foregoing limitations will 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 Notes issued on the date of the Indenture, the Exchange Notes and the Indenture;

(b) Indebtedness and Disqualified Equity Interests in Mediacom Broadband LLC 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 Facility (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 6.5 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 Facility 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 hereafter in the term "Debt to Operating Cash Flow Ratio");

(d) Indebtedness and Disqualified Equity Interests in (x) any Restricted Subsidiary owed to or issued to and held by Mediacom Broadband LLC or any other Restricted Subsidiary and (y) Mediacom Broadband LLC 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 the 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 in Mediacom Broadband LLC or a Restricted Subsidiary referred to in this clause (d) to any Person (other than Mediacom Broadband LLC or a Restricted Subsidiary), (ii) any sale or other disposition of Equity Interests in a Restricted Subsidiary which holds Indebtedness or Disqualified Equity Interests in Mediacom Broadband LLC 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 in Mediacom Broadband LLC as an Unrestricted Subsidiary;

(e) guarantees by any Restricted Subsidiary of Indebtedness of Mediacom Broadband LLC or any other Restricted Subsidiary Incurred in accordance with the provisions of the Indenture;

(f) Hedging Agreements of Mediacom Broadband LLC or any Restricted Subsidiary relating to any Indebtedness of Mediacom Broadband LLC or such Restricted Subsidiary, as the case may be, Incurred in accordance with the provisions of the 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 in Mediacom Broadband LLC or any Restricted Subsidiary to the extent representing a replacement, renewal, refinancing or extension (collectively, a "refinancing") of outstanding Indebtedness or Disqualified Equity Interests in Mediacom Broadband LLC or any such 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 in Mediacom Broadband LLC may not be refinanced under this clause (g) with Indebtedness or Disqualified Equity Interests in 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 Broadband LLC 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 Broadband LLC or Disqualified Equity Interests in Mediacom Broadband LLC may only be refinanced with Subordinated Obligations of Mediacom Broadband LLC or Disqualified Equity Interests in Mediacom Broadband LLC, 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 Broadband LLC or a Restricted Subsidiary Incurred as a result of the pledge by Mediacom Broadband LLC 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 Broadband LLC or such Restricted Subsidiary is limited to the value of the intercompany Indebtedness or the Equity Interests so pledged;

(i) Indebtedness of Mediacom Broadband LLC 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 Broadband LLC or such Restricted Subsidiary or a Related Business in an aggregate principal amount not to exceed $25.0 million at any time outstanding;

(j) Indebtedness of Mediacom Broadband LLC or a Restricted Subsidiary in an aggregate amount not to exceed two times the sum of (i) the aggregate Net Cash Proceeds to Mediacom Broadband LLC from (x) the issuance (other than to a Subsidiary of Mediacom Broadband LLC or an employee stock ownership plan or a trust established by Mediacom Broadband LLC or any Subsidiary of Mediacom Broadband LLC (for the benefit of its employees)) of any class of Equity Interests in Mediacom Broadband LLC (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) on or after the Issue Date or (y) contributions (other than the AT&T Acquisitions Contributions) to the equity capital of Mediacom Broadband LLC on or after the Issue Date 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 in a Person engaged in a Related Business that is or becomes a Restricted Subsidiary of Mediacom Broadband LLC, in each case received by Mediacom Broadband LLC after the Issue Date in exchange for the issuance (other than to a Subsidiary of Mediacom Broadband LLC) of its Equity Interests (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions); 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 clause (1) or (8) of the third paragraph of "--Limitation on Restricted Payments" above; and

(k) in addition to any Indebtedness described in clauses (a) through (j) above, Indebtedness of Mediacom Broadband LLC 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 $50.0 million at any one time outstanding.

For purposes of determining compliance with this covenant, 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 covenant, Mediacom Broadband LLC shall, in its sole discretion, classify such item of Indebtedness in any manner that complies with this covenant and such item of Indebtedness shall be treated as having been incurred as so classified.

Limitation on Transactions with Affiliates

The Indenture provides that Mediacom Broadband LLC 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 $5.0 million 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 disinterested 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 Broadband LLC or such Restricted Subsidiary and (b) upon terms which would be obtainable by Mediacom Broadband LLC or such Restricted Subsidiary in a comparable arm's-length transaction with a Person which is not an Affiliate, except that the foregoing shall not apply in the case of any of the following transactions (the "Specified Affiliate Transactions"):

(i) the making of any Restricted Payment (including the making of any Restricted Payment that is permitted pursuant to clauses (1) through (14) of the second paragraph of "--Limitation on Restricted Payments" and any Permitted Investment that is permitted pursuant to "--Limitation on Restricted Payments" above);

(ii) any transaction or series of transactions between Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC or a Restricted Subsidiary in a comparable arm's-length transaction with a Person which is not an Affiliate;

(v) any transaction pursuant to any agreement with any Affiliate in effect on the Issue Date (including, but not limited to, the Management Agreements, 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 Issue Date, provided, that the terms of any such amendment are not less favorable to Mediacom Broadband LLC than the terms of the relevant agreement in effect prior to any such amendment, as determined in good faith by the Executive Committee; and

(vi) any transaction or series of transactions between Mediacom Broadband or any of its Restricted Subsidiaries, on the one hand, and Mediacom Communications or any of its direct or indirect Subsidiaries, on the other hand, which relate to (a) the sharing of centralized services, personnel, facilities, headends and plant, (b) the joint procurement of goods and services, (c) the allocation of costs and expenses (other than taxes based on income) and (d) matters reasonably related to any of the foregoing, in each case, which are undertaken pursuant to an established plan of Mediacom Communications the primary purpose of which is to result in cost savings and related synergies for Mediacom Broadband LLC, its Restricted Subsidiaries, Mediacom Communications and each of Mediacom Communications' other direct or indirect Subsidiaries involved in such transaction or series of transactions; provided that, in the case of this clause (vi), such plan shall have been approved pursuant to a Committee Resolution, rendered in good faith by the Executive Committee, which approval in each case shall be conclusive, to the effect that such plan is in the best interest of Mediacom Broadband LLC or such Restricted Subsidiary; and provided, further, that such transaction or series of related transactions is fair and reasonable to Mediacom Broadband LLC or such Restricted Subsidiary, on the one hand, and to Mediacom Communications and each such other Subsidiary of Mediacom Communications, on the other hand.

The Indenture will further provide that, except in the case of a Specified Affiliate Transaction, Mediacom Broadband LLC 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 (y) $25.0 million or more in all instances except in the case of Asset Sales or Asset Swaps and (z) $50.0 million or more in the case of any Asset Sale or Asset Swap, in each case, 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 disinterested members of the Executive Committee to the effect set forth in clauses (a) and (b) above; and (ii) Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC or any Restricted Subsidiary with any Affiliate without complying with the foregoing provisions of this covenant shall not constitute a violation of the provisions of this covenant if Mediacom Broadband LLC or such Restricted Subsidiary would be permitted to make a Restricted Payment pursuant to the first paragraph of "--Limitation on Restricted Payments" above 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 Broadband LLC 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 the first paragraph of "--Limitation on Restricted Payments" above.

Limitation on Liens

The Indenture provides that Mediacom Broadband LLC 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 Broadband LLC 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 Issue Date;

(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 Broadband LLC in an amount not to exceed $10.0 million 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.

Limitation on Business Activities of Mediacom Broadband Corporation

The Indenture provides that Mediacom Broadband Corporation 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 Broadband LLC or any Wholly Owned Restricted Subsidiary, the Incurrence of Indebtedness as a co-obligor or guarantor of Indebtedness Incurred by Mediacom Broadband LLC, including the Notes and the Exchange Notes, if any, that is permitted to be Incurred by Mediacom Broadband LLC under "--Limitation on Indebtedness" above (provided that the net proceeds of such Indebtedness are retained by Mediacom Broadband LLC or loaned to or contributed as capital to one or more of the Restricted Subsidiaries other than Mediacom Broadband Corporation), and activities incidental thereto. Neither Mediacom Broadband LLC nor any Restricted Subsidiary shall engage in any transactions with Mediacom Broadband Corporation in violation of the immediately preceding sentence.

Designation of Unrestricted Subsidiaries

The Indenture provides that Mediacom Broadband LLC 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 the 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 Broadband LLC would be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio of the first paragraph of "--Limitation on Indebtedness" above; and

(c) Mediacom Broadband LLC would be permitted to make a Restricted Payment at the time of Designation (assuming the effectiveness of such Designation) pursuant to the first paragraph of "--Limitation on Restricted Payments" above in an amount equal to Mediacom Broadband LLC'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 Broadband Corporation nor any of its Subsidiaries may be designated as Unrestricted Subsidiaries.

The Indenture will further provide that at the time of Designation all of the Indebtedness of such Unrestricted Subsidiary shall consist of, and will at all times thereafter consist of, Non-Recourse Indebtedness, and that neither Mediacom Broadband LLC 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;

(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 Broadband LLC 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 Broadband LLC.

If, at any time, any Unrestricted Subsidiary would violate the foregoing requirements, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be Incurred as of such date.

Mediacom Broadband LLC 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 Broadband LLC would be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio of the first paragraph of "--Limitation on Indebtedness" above; 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 the Indenture.

All Designations and Revocations must be evidenced by Committee Resolutions delivered to the Trustee certifying compliance with the foregoing provisions.

Limitation on Guarantees of Certain Indebtedness

The Indenture provides that Mediacom Broadband LLC shall not (a) permit any Restricted Subsidiary to guarantee any Indebtedness of either Issuer other than the Notes (the "Other Indebtedness") or (b) 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 causing such Restricted Subsidiary to guarantee the Issuers' obligations under the 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 the Indenture.

The guarantee of a Restricted Subsidiary will 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 Broadband LLC or a Subsidiary);

(ii) the designation by Mediacom Broadband LLC of the applicable Guarantor as an Unrestricted Subsidiary; or

(iii) the release of the guarantee of such Guarantor with respect to the obligations which caused such Guarantor to deliver a guarantee of the Notes in accordance with the preceding paragraph, in each case in compliance with the 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 the applicable provision of the Indenture described under "Repurchase at the Option of Holders--Asset Sales" above).

Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries

The Indenture provides that Mediacom Broadband LLC 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 Broadband LLC or any other Restricted Subsidiary on its Equity Interests;

(b) pay any Indebtedness owed to Mediacom Broadband LLC or any other Restricted Subsidiary;

(c) make loans or advances, or guarantee any such loans or advances, to Mediacom Broadband LLC or any other Restricted Subsidiary;

(d) transfer any of its properties or assets to Mediacom Broadband LLC or any other Restricted Subsidiary;

(e) grant Liens on the assets of Mediacom Broadband LLC or any other 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 Broadband LLC or any other Restricted Subsidiary,

(ii) such encumbrances or restrictions arising under refinancing Indebtedness permitted by clause (g) of the second paragraph under "--Limitation on Indebtedness" above; 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 Broadband LLC or any Restricted Subsidiary,

(iv) restrictions contained in the Indenture or any other indenture governing debt securities that are no more restrictive than those contained in the Indenture, and

(v) restrictions under the Subsidiary Credit Facility and under the Future Subsidiary Credit Facilities; provided that, in the case of any Future Subsidiary Credit Facility, Mediacom Broadband LLC 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 Facility 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 Broadband LLC shall conclude in its sole discretion based on then prevailing market conditions that it is not in the best interest of Mediacom Broadband LLC 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 covenant.

Reports

The Indenture provides that, commencing with the fiscal quarter of the Issuers ending September 30, 2001, whether or not the Issuers are then 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 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 holders' addresses appearing in the register maintained by the Registrar, without cost to such holders, and (ii) file with the Trustee, copies of the annual reports, quarterly reports and other documents described in the preceding sentence. 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.

Merger or Sales of Assets

The Indenture provides that neither of the Issuers shall consolidate or merge with or into, or transfer all or substantially all of 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, 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 (provided that for so long as Mediacom Broadband LLC or any successor Person is a limited liability company or partnership there must be a co-issuer of the Notes that is a Wholly Owned Restricted Subsidiary of Mediacom Broadband LLC and that is a corporation organized and existing under the laws of the United States, any State thereof or the District of Columbia);

(ii) the surviving Person (if other than such Issuer) expressly assumes by supplemental indenture all the obligations of such Issuer under the Notes and the 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 of the first paragraph of "--Limitation on Indebtedness" above; and

(v) Mediacom Broadband LLC shall have delivered to the Trustee prior to the proposed transaction an officers' certificate and an opinion of counsel, each stating that the proposed consolidation, merger or transfer and such supplemental indenture will comply with the Indenture.

The Indenture provides that no Guarantor shall consolidate or merge with or into, or transfer all or substantially all of its assets to, another Person unless either the guarantee of such Guarantor is being released in accordance with "--Limitation on Guarantees of Certain Indebtedness" above or:

(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, 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 surviving Person (if other than such Guarantor) expressly assumes by supplemental indenture all the obligations of such Guarantor under its guarantee of the Notes and the Indenture;

(iii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(iv) Mediacom Broadband LLC shall have delivered to the Trustee prior to the proposed transaction an officers' certificate and an opinion of counsel, each stating that the proposed consolidation, merger or transfer and such supplemental indenture will comply with the Indenture.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the covenants contained in the Indenture. Reference is made to the Indenture for the full definition of all such terms as well as any other capitalized terms used herein for which no definition is provided.

"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.

"Additional Interest" has the meaning specified in the section of this prospectus entitled "Exchange Offer; Registration Rights."

"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 Broadband LLC;

(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) or (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 Broadband LLC 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 Broadband LLC or any Restricted Subsidiary or (ii) any acquisition by Mediacom Broadband LLC 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 Broadband LLC or any Wholly Owned Restricted Subsidiary or any Controlled Subsidiary, in one transaction or a series of related transactions, of:

(i) any Equity Interest in any Restricted Subsidiary:

(ii) any material license, franchise or other authorization of Mediacom Broadband LLC or any Restricted Subsidiary;

(iii) any assets of Mediacom Broadband LLC or any Restricted Subsidiary which constitute substantially all of an operating unit, a division or a line of business of Mediacom Broadband LLC or any Restricted Subsidiary; or

(iv) any other property or asset of Mediacom Broadband LLC 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 "Repurchase at the Option of Holders--Change of Control" above and "Covenants--Merger or Sales of Assets" above, and the creation of any Lien not prohibited under "Covenants--Limitation on Liens" above;

(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 Broadband LLC or any Restricted Subsidiary, as the case may be;

(iii) any transaction consummated in compliance with "Covenants--Limitation on Restricted Payments" above; and

(iv) Asset Swaps permitted pursuant to "Repurchase at the Option of Holders--Asset Sales" above.

In addition, solely for purposes of "Repurchase at the Option of Holders--Asset Sales" above, 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 $5.0 million 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC or any Restricted Subsidiary and another Person or group of affiliated Persons (including, without limitation, any Person or group of affiliated Persons that is an Affiliate of Mediacom Broadband LLC and the Restricted Subsidiaries, provided that such transaction is otherwise in compliance with "Covenants--Limitation on Transactions with Affiliates" above) 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 Broadband LLC or any of the Restricted Subsidiaries, shall be deemed to be proceeds received from an Asset Sale and shall be applied in accordance with "Repurchase at the Option of Holders--Asset Sales" above.

"Asset Swap Agreement" means a definitive agreement, subject only to customary closing conditions that Mediacom Broadband LLC 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.

"AT&T Acquisitions Contributions" means the capital contributions and preferred equity investment in the amount of $873.7 million to be made in Mediacom Broadband LLC by Mediacom Communications and/or one or more of its direct or indirect Subsidiaries in connection with the AT&T acquisitions as contemplated by and described in this prospectus; provided that "AT&T Acquisitions Contributions" shall be deemed not to include any additional amounts contributed by Mediacom Communications to the extent that such amounts represent proceeds received by Mediacom Communications from the issuance of its securities upon the exercise of over-allotment options relating to the issuance of its Class A common stock and convertible senior notes.

"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 the first paragraph of "Repurchase at the Option of Holders--Asset Sales" above.

"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 consistently applied 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 the Subsidiary Credit Facility or any Future Subsidiary Credit Facility or with any domestic commercial bank having capital and surplus in excess of $500.0 million;

(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 $100.0 million, at least 95% of the assets of which are comprised of assets specified in clauses (i) through (v) above.

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

"Consolidated Income Tax Expense" means, with respect to Mediacom Broadband LLC for any period, the provision for federal, state, local and foreign income taxes payable by Mediacom Broadband LLC 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 Broadband LLC and the Restricted Subsidiaries for any period, without duplication, the sum of:

(i) the interest expense of Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC or any Restricted Subsidiary;

(iv) net income (loss) of any other Person combined with Mediacom Broadband LLC or any Restricted Subsidiary on a "pooling of interests" basis attributable to any period prior to the date of combination;

(v) net income (loss) of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income (loss) is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or the holders of its Equity Interests;

(vi) the cumulative effect of a change in accounting principles after the Issue Date;

(vii) net income (loss) attributable to discontinued operations;

(viii) management fees payable to Mediacom Communications and its Affiliates pursuant to management agreements with Mediacom Broadband LLC 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 Broadband LLC'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 in Mediacom Broadband LLC and the Restricted Subsidiaries outstanding as of such date of determination, less the obligations of Mediacom Broadband LLC 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 Broadband LLC on the date of the Indenture;

(ii) was nominated for election or elected to the Executive Committee of Mediacom Broadband LLC 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 Broadband LLC or by one or more Wholly Owned Restricted Subsidiaries or Controlled Subsidiaries or by Mediacom Broadband LLC and one or more Wholly Owned Restricted Subsidiaries or Controlled Subsidiaries;

(ii) of which Mediacom Broadband LLC 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.

"Cumulative Credit" means the sum of:

(i) $25.0 million; plus

(ii) the aggregate Net Cash Proceeds received by Mediacom Broadband LLC or a Restricted Subsidiary from the issue or sale (other than to a Restricted Subsidiary) of Equity Interests in Mediacom Broadband LLC or a Restricted Subsidiary (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) on or after the Issue Date; 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 Broadband LLC or any Restricted Subsidiary which has been converted into or exchanged for Equity Interests in Mediacom Broadband LLC or a Restricted Subsidiary (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) on or after the Issue Date; plus

(iv) cumulative Operating Cash Flow from and after the Issue Date, to the end of the fiscal quarter immediately preceding the date of the proposed Restricted Payment, or, if cumulative Operating Cash Flow for such period is negative, minus the amount by which cumulative Operating Cash Flow is less than zero; plus

(v) to the extent not already included in Operating Cash Flow, if any Investment constituting a Restricted Payment that was made after the Issue Date is sold or otherwise liquidated or repaid or any Unrestricted Subsidiary which was designated as an Unrestricted Subsidiary after the Issue Date 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 the provisions described under "Covenants--Designation of Unrestricted Subsidiaries" above.

"Cumulative Interest Expense" means the aggregate amount of Consolidated Interest Expense paid or accrued of the Issuers and the Restricted Subsidiaries from and after the Issue Date, 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 to have been a Restricted Subsidiary at any time during such Measurement Period; and

(III) if Mediacom Broadband LLC 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.

"Disqualified Equity Interest" means (i) any Equity Interest issued by Mediacom Broadband LLC 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 or sale (including, without limitation, to any Affiliate) by Mediacom Broadband LLC 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, in each case, other than in connection with the AT&T Acquisitions Contributions.

"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 the first paragraph of "Repurchase at the Option of Holders--Asset Sales" above.

"Exchange Notes" has the meaning specified in the section of this prospectus entitled "Exchange Offer; Registration Rights."

"Executive Committee" means:

(i) so long as Mediacom Broadband LLC 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 Broadband LLC, or management committee, board of directors or similar governing body responsible for the management of the business and affairs of Mediacom Broadband LLC or any committee of such governing body;

(ii) if Mediacom Broadband LLC were to be reorganized as a corporation, the board of directors of Mediacom Broadband LLC; and

(iii) if Mediacom Broadband LLC 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 Facility) entered into from time to time after the date of the 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 Broadband LLC as borrowers or guarantors thereunder), whether by the same or any other lender or group of lenders.

"Guarantor" means any Subsidiary of Mediacom Broadband LLC that guarantees the Issuers' obligations under the Indenture and the Notes issued after the date of the Indenture pursuant to "Covenants--Limitation on Guarantees of Certain Indebtedness" above.

"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.

"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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 noninterest 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 consistently applied, 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 Broadband LLC 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 consistently applied).

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.

"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 Facility or any Future Subsidiary Credit Facility. If Mediacom Broadband LLC or any Restricted Subsidiary sells or otherwise disposes of any Voting Equity Interest in any direct or indirect Restricted Subsidiary such that, after giving effect to such sale or disposition, Mediacom Broadband LLC no longer owns, directly or indirectly, greater than 50% of the outstanding Voting Equity Interests in such Restricted Subsidiary, Mediacom Broadband LLC 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 in such former Restricted Subsidiary not sold or disposed of.

"Issue Date" means June 29, 2001, the date of initial issuance of the Notes.

"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).

"Management Agreements" means the Management Agreements dated as of June 6, 2001 by and between Mediacom Communications and each of MCC Georgia LLC, MCC Illinois LLC, MCC Iowa LLC and MCC Missouri LLC, as the same may be amended, supplemented or modified from time to time.

"Mediacom Broadband Group Credit Agreement" means the proposed credit agreement by and among MCC Georgia LLC, MCC Illinois LLC, MCC Iowa LLC and MCC Missouri LLC and The Chase Manhattan Bank, as Administrative Agent, and the Lenders party thereto establishing a reducing revolving credit facility and term loans.

"Mediacom Broadband Preferred Membership Interest" means the $150.0 million 12.0% preferred membership interest of Mediacom Broadband LLC issued to Mediacom Communications and/or one or more of its direct or indirect subsidiaries in connection with the AT&T acquisitions.

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

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

"Net Cash Proceeds" means, with respect to any issuance or sale of Equity Interests, the proceeds in the form of cash or Cash Equivalents received by Mediacom Broadband LLC or any Restricted Subsidiary of such issuance or sale and 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 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 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 Broadband LLC, a Restricted Subsidiary or an Unrestricted Subsidiary); provided, however, that Mediacom Broadband LLC 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 by "Covenants--Limitation on Restricted Payments" above 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.

"Notes" means the 11% Senior Notes due 2013 to be issued by Mediacom Broadband LLC and Mediacom Broadband Corporation.

"Operating Agreement" means the Operating Agreement of Mediacom Broadband LLC dated as of June 6, 2001, as the same may be amended, supplemented or modified from time to time.

"Operating Cash Flow" means, with respect to Mediacom Broadband LLC 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 Broadband LLC 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.

"Other Pari Passu Debt" means Indebtedness of Mediacom Broadband LLC 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 Broadband LLC or any Restricted Subsidiary is required to use Available Asset Sale Proceeds to repay or make an offer to purchase, prepay 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 Broadband LLC or any Restricted Subsidiary is required to use the applicable Available Asset Sale Proceeds to offer to repay or make an offer to purchase, prepay 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC of Equity Interests in a Restricted Subsidiary in connection with the 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 Broadband LLC is limited to the value of the Equity Interests so pledged;

(vi) Liens resulting from the pledge by Mediacom Broadband LLC of intercompany indebtedness owed to Mediacom Broadband LLC in connection with the 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 Broadband LLC;

(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 Broadband LLC to secure hedging agreements with respect to Indebtedness permitted by the 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.

"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 in Mediacom Broadband LLC;

(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; or

(v) any trust for the benefit of any such trust.

"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 Issue Date, and any amendment, modification, extension or renewal thereof to the extent such amendment, modification, extension or renewal does not require Mediacom Broadband LLC 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 Broadband LLC;

(vii) any Investment consisting of a guarantee permitted under clause (e) of the second paragraph of "Covenants--Limitation on Indebtedness" above;

(viii) Investments in Mediacom Broadband LLC, 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 Broadband LLC or a Wholly Owned Restricted Subsidiary or a Controlled Subsidiary;

(ix) loans and advances to officers, directors and employees of Mediacom Communications, Mediacom Broadband LLC 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 Broadband LLC;

(xi) Related Business Investments; and

(xii) other Investments made pursuant to this clause (xii) at any time, and from time to time, after the Issue Date, 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 $25.0 million.

"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.

"Productive Assets" means assets of a kind used or useable by Mediacom Broadband LLC 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 in a Person that owns such Productive Assets; provided that after giving effect to such transaction, such Person would be a Restricted Subsidiary).

"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 Broadband LLC and its Restricted Subsidiaries as conducted on the date of the Indenture and as such business may thereafter evolve in the fields of Related Businesses;

(ii) any Investment in any other Person (including, without limitation, any Affiliate of Mediacom Broadband LLC) primarily engaged in a Related Business; and

(iii) any customary deposits or earnest money payments made by Mediacom Broadband LLC or any Restricted Subsidiary in connection with or in contemplation of the acquisition of a Related Business.

"Restricted Payment" means:

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

(ii) any distribution (whether made in cash, property or securities) on or with respect to any Equity Interests in Mediacom Broadband LLC or of any Restricted Subsidiary (other than with respect to Disqualified Equity Interests and other than any distribution made to Mediacom Broadband LLC or another Restricted Subsidiary or any distribution payable in Equity Interests (other than Disqualified Equity Interests) in Mediacom Broadband LLC or any Restricted Subsidiary);

(iii) any redemption, repurchase, retirement or other direct or indirect acquisition of any Equity Interests in Mediacom Broadband LLC (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;

(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 (but not including a Permitted Investment).

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

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc.

"Significant Subsidiary" means any Restricted Subsidiary which at the time of determination had:

(A) total assets which, as of the date of Mediacom Broadband LLC's most recent quarterly consolidated balance sheet, constituted at least 10% of Mediacom Broadband LLC's total assets on a consolidated basis as of such date;

(B) revenues for the three-month period ending on the date of Mediacom Broadband LLC's most recent quarterly consolidated statement of income which constituted at least 10% of Mediacom Broadband LLC'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 Broadband LLC's most recent quarterly consolidated statement of income which constituted at least 10% of Mediacom Broadband LLC's total Operating Cash Flow on a consolidated basis for such period.

"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 with respect to any Person, any other Person the majority of whose voting stock, membership interests or other Voting Equity Interests is or are owned by such Person or another Subsidiary of such Person. Voting stock in a corporation is Equity Interests having voting power under ordinary circumstances to elect directors.

"Subsidiary Credit Facility" means the Mediacom Broadband Group 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 Broadband LLC 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 $1.4 billion may be Incurred pursuant to clause (c)(i) of the second paragraph of "Covenants--Limitation on Indebtedness" above and (ii) any additional amount of Indebtedness in excess of $1.4 billion 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 "Covenants--Limitation on Indebtedness" above.

"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 the 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.

"Unrestricted Subsidiary" means any Subsidiary of Mediacom Broadband LLC designated as such pursuant to the provisions of "Covenants--Designation of Unrestricted Subsidiaries" above, 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.

"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 Broadband LLC or by one or more Wholly Owned Restricted Subsidiaries or by Mediacom Broadband LLC and one or more Wholly Owned Restricted Subsidiaries.

No Liability of Managers, Officers, Employees, or Shareholders

No manager, director, officer, employee, member, shareholder, partner or incorporator of either Issuer or any Subsidiary, as such, will have any liability for any obligations of the Issuers under the Notes, the Exchange Notes, if any, or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the Federal securities laws and the SEC is of the view that such a waiver is against public policy.

Defeasance and Covenant Defeasance

The Indenture provides that the Issuers may elect either (a) to defease and be discharged from any and all obligations with respect to the Notes (except for the obligations to register the transfer or exchange of such Notes, to replace temporary or mutilated, destroyed, lost or stolen Notes, to maintain an office or agency in respect of the Notes and to hold moneys for payment in trust) ("legal defeasance") or (b) to be released from its obligations with respect to the Notes under certain covenants (and related Events of Default) contained in the Indenture, including but not limited to those described above under "Covenants" ("covenant defeasance"), upon the deposit with the Trustee (or other qualifying trustee), in trust for such purpose, of money and/or U.S. government obligations which through the payment of principal and interest in accordance with their terms will provide money, in an amount sufficient to pay the principal of, premium, if any, and interest and Additional Interest, if any, on the Notes, on the scheduled due dates therefor. Such a trust may only be established if, among other things, (x) no Default or Event of Default has occurred and is continuing or would arise therefrom (or, with respect to Events of Default resulting from certain events of bankruptcy, insolvency or reorganization, would occur at any time in the period ending on the 91st day after the date of deposit) and (y) Mediacom Broadband LLC has delivered to the Trustee an opinion of counsel (as specified in the Indenture) to the effect that (i) legal 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, and (ii) the holders of the Notes will recognize income, gain or loss for Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance or covenant defeasance had not occurred. Such opinion, in the case of legal defeasance under clause (a) above, must refer to and be based upon a private ruling concerning the Notes of the Internal Revenue Service or a ruling of general effect published by the Internal Revenue Service.

Modification of Indenture

From time to time, the Issuers and the Trustee may, without the consent of holders of the Notes, enter into one or more supplemental indentures for certain specified purposes, including:

(a) providing for a successor or successors to the Issuers;

(b) adding guarantees;

(c) releasing Guarantors when permitted by the Indenture;

(d) providing for security for the Notes;

(e) adding to the covenants of the Issuers;

(f) surrendering any right or power conferred upon the Issuers;

(g) providing for uncertificated Notes in addition to or in place of certificated Notes;

(h) making any change that does not adversely affect the rights of any Noteholder; and

(i) complying with any requirement of the Trust Indenture Act or curing certain ambiguities, defects or inconsistencies.

The Indenture contains provisions permitting the Issuers and the Trustee, with the consent of holders of at least a majority in aggregate principal amount of the Notes at the time outstanding, to modify the Indenture or any supplemental indenture or the rights of the holders of the Notes, except that no such modification shall, without the consent of each holder affected thereby:

(i) change or extend the fixed maturity of any Notes, reduce the rate or extend the time of payment of interest or Additional Interest thereon, reduce the principal amount thereof or premium, if any, thereon or change the currency in which the Notes are payable;

(ii) reduce the premium payable upon any redemption of Notes in accordance with the optional redemption provisions of the Notes or change the time before which no such redemption may be made;

(iii) waive a default in the payment of principal or interest or Additional Interest 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 holders of the Notes to waive defaults;

(iv) adversely affect the ranking of the Notes or the guarantees, if any; or

(v) reduce the percentage of Notes, the consent of the holders of which is required for any such modification.

Any existing Event of Default, other than a default in the payment of principal or interest or Additional Interest on the Notes, or compliance with any provision of the Notes or the Indenture, other than any provision related to the payment of principal or interest or Additional Interest 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.

Compliance Certificate

The Indenture provides that Mediacom Broadband LLC will deliver to the Trustee within 120 days after the end of each fiscal year of Mediacom Broadband LLC an officers' certificate stating whether or not the signers know of any Event of Default that has occurred. If they do, the certificate will describe the Event of Default and its status.

U.S. FEDERAL TAX CONSIDERATIONS

In the opinion of Sonnenschein Nath & Rosenthal, the following general discussion summarizes the material U.S. federal tax aspects of the exchange offer. This discussion is a summary for general information only and does not consider all aspects of U.S. federal tax that may be relevant to the purchase, ownership and disposition of exchange notes by a prospective investor in light of such investor's personal circumstances. This discussion also does not address the U.S. federal tax consequences of ownership of notes not held as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), or the U.S. federal tax consequences to investors subject to special treatment under the U.S. federal income tax laws, such as dealers in securities, tax-exempt entities, banks, thrifts, insurance companies, persons that hold the notes as part of a "straddle," a "hedge" against currency risk or a "conversion transaction," persons that have a "functional currency" other than the U.S. dollar, and investors in partnerships or other pass-through entities. In addition, except as otherwise provided, this discussion addresses only certain U.S. federal income tax consequences and does not describe U.S. federal estate or gift tax consequences or the tax consequences arising out of the tax laws of any state, local, or foreign jurisdiction.

As used herein, a "U.S. Holder" is a beneficial owner of a note that is (1) a citizen or resident of the United States; (2) a corporation or other entity treated as a corporation for U.S. federal tax purposes that is created or organized in or under the laws of the United States or any political subdivision thereof; (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (4) a trust which is either subject to the supervision of a court within the United States and the control of one or more U.S. persons, or has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person. As used herein, a "Non-U.S. Holder" is a beneficial owner of a note that is not a U.S. Holder.

This discussion is based on the Code, existing and proposed U.S. Treasury regulations thereunder, Internal Revenue Service ("IRS") rulings and pronouncements and judicial decisions now in effect, all of which are subject to change, possibly on a retroactive basis. We have not and will not seek any opinions of counsel or rulings from the IRS with respect to the matters discussed below. There can be no assurance that the IRS will not take positions concerning the tax consequences of the purchase, ownership, or disposition of the notes which are different from those discussed herein.

Investors in notes should consult their tax advisors with regard to the application of the tax consequences discussed below to their particular situations, as well as the application of any state, local, foreign or other tax laws, or subsequent revisions thereof.

Exchange of Notes

The exchange of notes pursuant to the exchange offer will not be treated as a taxable sale, exchange or other disposition of the corresponding initial notes because the terms of the exchange notes are not materially different from the terms of the initial notes. Accordingly,

(1) a holder will not recognize gain or loss upon receipt of an exchange note;

(2) the holding period of an exchange note will include the holding period of the initial note exchanged therefor; and

(3) the adjusted tax basis of an exchange note will be the same as the adjusted tax basis of the initial note exchanged.

The filing of a shelf registration statement will not result in a taxable exchange to us or to any holder of a note.

U.S. Federal Income Taxation of U.S. Holders

Payments of Interest

A U.S. Holder of an exchange note generally will be required to report as ordinary income for U.S. federal income tax purposes interest received or accrued on the exchange note in accordance with the U.S. Holder's regular method of accounting.

Bond Premium and Market Discount

A U.S. Holder who purchases an exchange note for an amount in excess of its stated principal amount will be considered to have purchased the exchange note at a premium equal to the amount of such excess. A U.S. Holder generally may elect to amortize the premium on the constant yield method. The amount amortized in any year under such method will be treated as a reduction of the holder's interest income from the exchange note during such year and will reduce the holder's adjusted tax basis in the exchange note by such amount. A holder of an exchange note that does not make the election to amortize the premium will not reduce its tax basis in the exchange note and, thus, effectively will realize a smaller gain or a larger loss on a taxable disposition of the exchange note than it would have realized had the election been made. The election to amortize the premium on a constant yield method, once made, applies to all debt obligations held or acquired by the electing holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

If a U.S. Holder purchases an exchange note for an amount that is less than its stated principal amount, the amount of the difference will be treated as "market discount" for U.S. federal income tax purposes unless such difference is less than a specified de minimis amount. Under the de minimis exception, an exchange note is considered to have no market discount if the excess of the stated redemption price at maturity of the exchange note over the holder's tax basis in such note immediately after its acquisition is less than 0.25% of the stated redemption price at maturity of the exchange note multiplied by the number of complete years to the maturity date of the exchange note after the acquisition date.

Under the market discount rules, a U.S. Holder is required to treat any principal payment on, or any gain from the sale, exchange, redemption or other disposition of, an exchange note as ordinary income to the extent of the accrued market discount not previously included in income at the time of such payment or disposition. In addition, such holder may be required to defer until maturity of the exchange note, or its earlier disposition in a taxable transaction, the deduction of all or a portion of the interest on any indebtedness incurred or continued to purchase or carry such exchange note.

In general, market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the exchange note, unless the U.S. Holder elects to accrue the market discount on a constant interest method. A U.S. Holder of an exchange note may elect to include market discount in income currently as it accrues (on either a ratable or constant interest method), in which case the rule described above regarding deferral of interest deductions will not apply. This election to include market discount in income currently, once made, applies to all market discount obligations acquired on or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

Sale, Exchange, or Redemption of the Exchange Notes

Upon the sale, exchange, redemption, or other disposition of an exchange note, a U.S. Holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the disposition (not including amounts attributable to accrued but unpaid interest which is taxable as ordinary income) and the U.S. Holder's adjusted tax basis in the exchange note. A U.S. Holder's adjusted tax basis in an exchange note generally will equal the cost of the exchange note (or the cost of the initial note exchanged for the exchange note) to the U.S. Holder, increased by any market discount previously included in income through the date of disposition and decreased by any amortized bond premium applied to reduce interest and by any principal payments on the exchange note. Such gain or loss generally will be capital gain or loss, except to the extent of any accrued market discount not previously included in income, which will be taxed as ordinary income.

U.S. Federal Income Taxation of Non-U.S. Holders

Payments of Interest

The payment to a Non-U.S. Holder of interest on an exchange note generally will not be subject to a 30% U.S. federal withholding tax provided that the Non-U.S. Holder (1) does not actually or constructively own 10% or more of the total combined voting power of all classes of the voting stock of Mediacom Communications within the meaning of the Code and U.S. Treasury regulations; (2) is not a controlled foreign corporation that is related to us through stock ownership as provided in the Code and U.S. Treasury regulations; (3) is not a bank whose receipt of interest on the exchange notes is in connection with an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and (4)(a) provides its name and address on an IRS Form W-8BEN (or a successor form) and certifies under penalties of perjury that it is not a U.S. person or (b) a bank, brokerage house or other financial institution that holds the notes on behalf of the Non-U.S. Holder in the ordinary course of its trade or business (a "financial institution") certifies to us, under penalty of perjury, that it has received an IRS Form W-8BEN (or a successor form) from the beneficial owner and furnishes us with a copy thereof (hereinafter such exemption is referred to as the "portfolio interest exception"). In the case of financial institutions that have entered into a withholding agreement with the IRS to become qualified intermediaries, an alternative method may be applicable for satisfying the certification requirement described in (4)(b) above.

If a Non-U.S. Holder cannot satisfy the requirements described in the immediately preceding paragraph, payments of interest made to the Non-U.S. Holder will be subject to a 30% U.S. federal withholding tax, unless the Non-U.S. Holder provides us with a properly executed (1) IRS Form W-8BEN (or a successor form) claiming an exemption from or reduction in the rate of withholding under the benefit of an applicable income tax treaty or (2) IRS Form W-8ECI (or a successor form) stating that the interest paid on the exchange note is not subject to withholding tax because it is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States. In addition, the Non-U.S. Holder may, under certain circumstances, be required to obtain a U.S. taxpayer identification number ("TIN").

If a Non-U.S. Holder of an exchange note is engaged in a trade or business in the United States and interest on the exchange note is effectively connected with the conduct of such trade or business, the Non-U.S. Holder will be subject to U.S. federal income tax on such interest in the same manner as if it were a U.S. Holder, unless the Non-U.S. Holder can claim an exemption under the benefit of an applicable income tax treaty. In addition, if such Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or lower applicable treaty rate) of its earnings and profits for the taxable year, subject to adjustments, that are effectively connected with its conduct of a trade or business in the United States.

Generally, the payments of interest to a Non-U.S. Holder would be subject to reporting requirements, even though such payments are not subject to a 30% U.S. federal withholding tax.

Sale, Exchange, or Redemption of the Exchange Notes

Generally, a Non-U.S. Holder will not be subject to U.S. federal income tax with respect to gain realized on the sale, exchange, redemption or other disposition of an exchange note unless (1) the gain is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States; (2) in the case of a Non-U.S. Holder who is a nonresident alien individual, such individual is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or (3) the Non-U.S. Holder is subject to tax pursuant to the provisions of the Code applicable to certain U.S. expatriates. Notwithstanding (1) and (2), a Non-U.S. Holder will not be subject to U.S. federal income tax if a treaty exemption applies and the appropriate documentation is provided.

U.S. Federal Estate Taxation of Non-U.S. Holders

An exchange note that is held by an individual who, at the time of death, is not a citizen or resident of the United States will generally not be subject to U.S. federal estate tax if, at the time of the individual's death, interest on the exchange note would have qualified for the portfolio interest exception.

Information Reporting and Backup Withholding

U.S. Holders, unless otherwise exempt as noted below, will be subject to information reporting with respect to payments of principal, interest and the gross proceeds from the sale, exchange, redemption or other disposition of an exchange note. Backup withholding at a rate equal to the fourth lowest rate of tax under Section 1(c) of the Code (which is 30.5% for amounts paid before 2002 and 30% for amounts paid during 2002) may apply to payments of interest and to the gross proceeds from the sale, exchange, retirement or other disposition of an exchange note if the U.S. Holder (1) fails to furnish its TIN on an IRS Form W-9 (or a suitable substitute form) within a reasonable time after a request therefor; (2) furnishes an incorrect TIN; (3) is informed by the IRS that it has failed to report properly any interest or dividends; or (4) fails, under certain circumstances, to provide a certified statement signed under penalty of perjury that the TIN provided is its correct number and that it is not subject to backup withholding. Certain persons are exempt from information reporting and backup withholding, including corporations and financial institutions. U.S. Holders of the exchange notes should consult their tax advisors as to their qualification for exemption and the procedure for obtaining such exemption.

Non-U.S. Holders will generally not be subject to backup withholding at the rate described in the immediately preceding paragraph with respect to payments of interest on the exchange notes if we do not have actual knowledge or reason to know that the Non-U.S. Holder is a U.S. person and such holder provides the requisite certification on IRS Form W-8BEN (or a successor form) or otherwise establishes an exemption from backup withholding. Such payments of interest, however, would generally be subject to reporting requirements, see "U.S. Federal Income Taxation of Non-U.S. Holders--Payments of Interest" above.

Payments of the gross proceeds from the sale, exchange, redemption or other disposition of an exchange note effected by or through a U.S. office of a broker generally will be subject to backup withholding and information reporting unless the Non-U.S. Holder certifies as to its non-U.S. status on IRS Form W-8BEN (or a successor form) or otherwise establishes an exemption.

Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds where the sale is effected outside the United States through a non-U.S. office of a non-U.S. broker and payment is not received in the United States. However, information reporting will generally apply to a payment of disposition proceeds where the sale is effected outside the United States by or through an office outside the United States of a broker which fails to maintain documentary evidence that the holder is a Non-U.S. Holder or that the holder otherwise is entitled to an exemption, and the broker is (1) a U.S. person; (2) a foreign person which derives 50% or more of its gross income for defined periods from the conduct of a trade or business in the United States; (3) a controlled foreign corporation for U.S. federal income tax purposes; or (4) a foreign partnership (a) more than 50% of the capital or profits interest of which is owned by U.S. persons or (b) which is engaged in a U.S. trade or business. Backup withholding will apply to a payment of those disposition proceeds if the broker has actual knowledge that the holder is a U.S. person.

Backup withholding is not an additional tax. The amount of any backup withholding imposed on a payment to a U.S. or Non-U.S. Holder of the exchange notes will be allowed as a refund or a credit against such holder's U.S. federal income tax liability, provided that the required information is furnished to the IRS.

Registration Rights Agreement

The initial notes were originally issued on June 29, 2001 to J.P. Morgan Securities Inc., Credit Suisse First Boston Corporation, Salomon Smith Barney, Inc., BMO Nesbitt Burns Corp., Dresdner Kleinwort Wasserstein-Grantchester, Inc., Scotia Capital (USA) Inc., SunTrust Equitable Securities Corporation, BNY Capital Markets, Inc. and Mizuho International plc, pursuant to a purchase agreement dated June 29, 2001. The initial purchasers subsequently resold the initial notes in the United States to qualified institutional buyers in reliance on Rule 144A under the Securities Act, and outside the United States in accordance with Regulation S under the Securities Act. We are parties to a registration rights agreement with the initial purchasers entered into as a condition to the closing of the offering of the initial notes under the purchase agreement. Pursuant to the registration rights agreement, we agreed, for the benefit of the holders of the initial notes, at our cost to:

- file an exchange offer registration statement on or before December 26, 2001 with the Securities and Exchange Commission with respect to the exchange offer for the initial notes; and

- use our best efforts to have the registration statement declared effective under the Securities Act by April 25, 2002.

Upon the registration statement being declared effective, we will offer the exchange notes in exchange for surrender of the initial notes. We will keep the exchange offer open for not less than 20 business days and not more than 30 business days, or, in each case, longer if required by applicable law, after the date on which notice of the exchange offer is mailed to the holders of the initial notes. A holder of initial notes that are surrendered to us pursuant to the exchange offer will receive exchange notes having an aggregate principal amount equal to that of the surrendered initial notes. The exchange notes will be identical to the initial notes in all material respects, except that the cash interest rate step-up provisions shall be modified or eliminated, as appropriate, and the transfer restrictions and registration rights relating to the initial notes will not apply to the exchange notes.

Under existing interpretations of the staff of the Securities and Exchange Commission contained in several no-action letters to third parties, we believe that the exchange notes will in general be freely tradable after the exchange offer without further registration under the Securities Act. However, any broker-dealer and any such holder of the initial notes using the exchange offer to participate in a distribution of the exchange notes:

- will not be able to rely on these interpretations of the staff of the Securities and Exchange Commission;

- will not be able to tender its initial notes in the exchange offer; and

- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the initial notes, unless such sale or transfer is made pursuant to an exemption from such requirements.

As contemplated by the no-action letters discussed above and the registration rights agreement, each holder accepting the exchange offer is required to represent to us in the letter of transmittal that at the time of the consummation of the exchange offer:

- the exchange notes received by the holder are acquired in the ordinary course of business;

- the holder has no arrangement or understanding with any person to participate in the distribution of the initial notes or the exchange notes; and

- the holder is not an "affiliate" of ours within the meaning of Rule 405 under the Securities Act.

Each holder participating in the exchange offer for the purpose of distributing the exchange notes must acknowledge and agree that it will comply with the registration and prospectus delivery requirements of the

Securities Act in connection with any resale of the exchange notes and cannot rely on the no-action letters discussed above.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer in exchange for initial notes, where the initial notes were acquired by the broker-dealer as a result of market-making or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The accompanying letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended and supplemented from time to time, may be used by a broker-dealer in connection with any resale of exchange notes received in exchange for initial notes where such initial notes were acquired by the broker-dealer as a result of market-making activities or other trading activities. We have agreed that for the nine month period after the consummation of this exchange offer, exclusive of any period during which any stop order shall be in effect suspending the effectiveness of the exchange offer registration statement, we will make this prospectus, as it may be amended and supplemented from time to time, available to any such broker-dealer for use in connection with any resale of such exchange notes. See "Plan of Distribution."

Shelf Registration Statement

The exchange and registration rights agreement provides that if:

- due to any change of law or applicable interpretations by the Securities and Exchange Commission's staff, we determine upon advice of our outside counsel that we are not permitted to effect the exchange offer;
- for any other reason the exchange offer is not consummated by June 24, 2002;
- an initial purchaser so requests with respect to initial notes that are not eligible to be exchanged for exchange notes in this exchange offer and that are held by such initial purchaser following consummation of this exchange offer;
- any holder of initial notes, other than an initial purchaser, is not eligible to participate in this exchange offer; or
- any initial purchaser does not receive freely tradable exchange notes in exchange for initial notes constituting any portion of an unsold allotment,

then we will as promptly as practicable, but in no event more than 180 days after so required or requested, file with the Commission a shelf registration statement relating to all such initial notes. We will use our best efforts to cause the shelf registration statement to be declared effective by the Commission and keep the shelf registration statement continuously effective, supplemented and amended for a period of two years from the date the initial notes or exchange notes exchanged privately, as applicable, have been sold.

Holders of securities to be sold pursuant to any shelf registration statement will be required to furnish to us such information regarding the holder and the distribution of such securities as we may reasonably require for inclusion in such registration statement. Each holder of securities covered by a registration statement will be deemed to have agreed to indemnify us, our directors, our officers who sign such registration statement and each person who controls us within the meaning of the Securities Act and the Securities Exchange Act of 1934 against certain losses arising out of information furnished by such holder in writing for inclusion in such registration statement. Holders of securities covered by a registration statement will also be required to suspend their use of the prospectus included in the shelf registration statement under certain circumstances upon receipt of written notice to that effect from us.

Expiration Date; Extensions; Amendments; Termination

This exchange offer will expire at 5:00 p.m., New York City time, on , unless we extend it in our reasonable discretion. The expiration date of this exchange offer will be at least 20 business days but not more than 30 business days (or, in each case, longer, if required by applicable law) after the date on which we mail notice

of the exchange offer to holders as provided in Rule 14e-1(a) under the Securities Exchange Act of 1934 and the registration rights agreement.

To extend the expiration date, we will need to notify the exchange agent of any extension by oral, promptly confirmed in writing, or written notice, before 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. We will also need to notify the holders of the initial notes by mailing an announcement to such holders or by means of a press release or other public announcement, unless otherwise required by applicable law or regulation.

We expressly reserve the right:

- to delay acceptance of any initial notes, to extend the exchange offer or to terminate the exchange offer and not permit acceptance of initial notes not previously accepted if any of the conditions described below under "--Conditions to the Exchange Offer" have occurred and have not been waived by us, if permitted to be waived, by giving oral or written notice of the delay, extension or termination to the exchange agent; or

- to amend the terms of the exchange offer in any manner.

If we amend the exchange offer in a manner determined by us to constitute a material change, we will promptly disclose the amendment in a manner reasonably calculated to inform the holders of the initial notes of the amendment including providing public announcement, or giving oral or written notice to the holders of the initial notes. A material change in the terms of the exchange offer could include a change in the timing of the exchange offer, a change in the exchange agent and other similar changes in the terms of the exchange offer. If any material change is made to the terms of the exchange offer, we will disclose the change by means of a post-effective amendment to the registration statement of which this prospectus is a part and will distribute an amended or supplemented prospectus to each registered holder of initial notes. In addition, we will also extend the exchange offer for an additional five to ten business days as required by the Securities Exchange Act, depending on the significance of the amendment, if the exchange offer would otherwise expire during that period. Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral, promptly confirmed in writing, or written notice to the exchange agent.

Procedures for Tendering Initial Notes

To tender your initial notes in this exchange offer, you must use one of the three alternative procedures described below:

Regular Delivery Procedure:

Complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal. Have the signatures on the letter of transmittal guaranteed if required by the letter of transmittal. Mail or otherwise deliver the completed letter of transmittal or the facsimile, together with the certificates representing your initial notes being tendered and any other required documents, to the exchange agent so that the exchange agent receives such documents and initial notes on or before 5:00 p.m., New York City time, on the expiration date.

Book-Entry Delivery Procedure:

Send a timely confirmation of a book-entry transfer of your initial notes, if this procedure is available, into the exchange agent's account at The Depository Trust Company ("DTC") as contemplated by the procedures for book-entry transfer described below under "--Book-Entry Delivery Procedure," for receipt in such account on or before 5:00 p.m., New York City time, on the expiration date.

Guaranteed Delivery Procedure:

If time will not permit you to complete your tender by using the procedures described above before the expiration date, comply with the guaranteed delivery procedures described below under "--Guaranteed Delivery Procedure."

The method of delivery of initial notes, the letter of transmittal and all other required documents is at your election and risk. Instead of delivery by mail, we recommend that you use an overnight or hand-delivery service. If you choose the mail, we recommend that you use registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery. You should not send any letters of transmittal or initial notes to us. You must deliver all documents to the exchange agent at its address provided below. You may also request your respective brokers, dealers, commercial banks, trust companies or nominees to tender your initial notes on your behalf.

Only a holder of initial notes may tender initial notes in this exchange offer. For purposes of this exchange offer, a holder is any person in whose name initial notes are registered on our books or any other person who has obtained a properly completed bond power from the registered holder.

If you are the beneficial owner of initial notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your notes, you must contact this registered holder promptly and instruct this registered holder to tender these notes on your behalf. If you wish to tender these initial notes on your own behalf, you must, before completing and executing the letter of transmittal and delivering your initial notes, either make appropriate arrangements to register the ownership of these notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

You must have any signatures on a letter of transmittal or a notice of withdrawal guaranteed by an eligible institution. An eligible institution means an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Securities Exchange Act, including:

- a bank;
- a broker, dealer, municipal securities broker or dealer or government securities broker or dealer;
- a credit union;
- a national securities exchange, registered securities association or clearing agency; or
- certain savings associations.

However, signatures on a letter of transmittal do not have to be guaranteed if initial notes are tendered:

- by a registered holder, or by a participant in DTC in the case of book-entry transfers, whose name appears on a security position listing as the owner, who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal and only if the exchange notes are being issued directly to this registered holder, or deposited into this participant's account at DTC in the case of book-entry transfers; or
- for the account of an eligible institution.

If the letter of transmittal or any bond powers are signed by:

- the recordholder(s) of the initial notes tendered: The signature must correspond with the name(s) written on the face of the initial notes without alteration, enlargement or any change whatsoever;

- a participant in DTC: The signature must correspond with the name as it appears on the security position listing as the holder of the initial notes;

- a person other than the registered holder of any initial notes: These initial notes must be endorsed or accompanied by bond powers and a proxy that authorize this person to tender the initial notes on behalf of the registered holder, in satisfactory form to us as determined in our sole discretion, in each case, as the name of the registered holder or holders appears on the initial notes;

- trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity: These persons should so indicate such capacities when signing. Unless waived by us, evidence satisfactory to us of their authority to so act must also be submitted with the letter of transmittal.

Book-Entry Delivery Procedure

Any financial institution that is a participant in DTC's system may make book-entry deliveries of initial notes by causing DTC to transfer these initial notes into the exchange agent's account at DTC according to DTC's procedures for transfer. To effectively tender notes through DTC, the financial institution that is a participant in DTC will electronically transmit its acceptance through the Automatic Tender Offer Program. DTC will then edit and verify the acceptance and send an agent's message to the exchange agent for its acceptance. An agent's message is a message transmitted by DTC to the exchange agent stating that DTC has received an express acknowledgment from the participant in DTC tendering the initial notes that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce this agreement against the participant. The exchange agent will make a request to establish an account for the initial notes at DTC for purposes of the exchange offer within two business days after the date of this prospectus.

A delivery of initial notes through a book-entry transfer into the exchange agent's account at DTC will only be effective if an agent's message or the letter of transmittal or a facsimile of the letter of transmittal with any required signature guarantees and any other required documents are transmitted to and received by the exchange agent at the address indicated below under "--Exchange Agent" on or before the expiration date unless the guaranteed delivery procedures described below are complied with. Delivery of documents to DTC does not constitute delivery to the exchange agent.

Guaranteed Delivery Procedure

If you are a registered holder of initial notes and desire to tender your notes, and (1) these notes are not immediately available, (2) time will not permit your notes, the letter of transmittal or other required documents to reach the exchange agent before the expiration date, or (3) the procedures for book-entry transfer cannot be completed, and an agent's message (or letter of transmittal (or facsimile thereof)) cannot be delivered, on or prior to the expiration date, you may still tender in this exchange offer if:

- you tender through an eligible institution;

- on or before the expiration date the exchange agent receives from the holder and the eligible institution a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us, with your name and address as holder of the initial notes, the certificate numbers of the initial notes and the principal amount of initial notes tendered, stating that the tender is being made pursuant to the notice of guaranteed delivery and guaranteeing that within three New York Stock Exchange trading days after the expiration date a properly completed and duly executed letter of transmittal (or facsimile thereof) and the certificates for all the initial notes tendered, in proper form for transfer, or a book-entry confirmation with an agent's message (or letter of transmittal (or facsimile thereof)), as the case may be, and the letter of transmittal and any other documents required by the letter of transmittal will be deposited by the eligible institution with the exchange agent; and

- a properly completed and duly executed letter of transmittal (or facsimile thereof) and the certificates for all your tendered initial notes in proper form for transfer, or a book-entry confirmation with an agent's message (or letter of transmittal (or facsimile thereof)), as the case may be, and all other

documents required by the letter of transmittal are received by the exchange agent within three New York Stock Exchange trading days after the expiration date.

Acceptance of Initial Notes for Exchange; Delivery of Exchange Notes

Your tender of initial notes will constitute an agreement between you and us governed by the terms and conditions provided in this prospectus and in the letter of transmittal.

We will be deemed to have received your tender as of the date when the exchange agent receives:

- your duly signed letter of transmittal accompanied by your initial notes;
- a timely confirmation of a book-entry transfer of these notes into the exchange agent's account at DTC with an agent's message (or a letter of transmittal (or facsimile thereof)); or
- a notice of guaranteed delivery from an eligible institution.

All questions as to the validity, form, eligibility, including time of receipt, acceptance and withdrawal of tenders will be determined by us in our sole discretion. Our determination will be final and binding.

We reserve the absolute right to reject any and all initial notes not properly tendered or any initial notes which, if accepted, would, in our opinion or our counsel's opinion, be unlawful. We also reserve the absolute right to waive any conditions of this exchange offer or irregularities or defects in tender as to particular notes. Our interpretation of the terms and conditions of this exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of initial notes must be cured within the time that we shall determine. Neither the exchange agent, any other person or we will be under any duty to give notification of defects or irregularities with respect to tenders of initial notes. Neither the exchange agent nor we will incur any liability for any failure to give notification of these defects or irregularities. Tenders of initial notes will not be deemed to have been made until the irregularities have been cured or waived. The exchange agent will return without cost to their holders any initial notes that are not properly tendered and as to which the defects or irregularities have not been cured or waived as promptly as practicable following the expiration date.

If all the conditions to the exchange offer are satisfied or waived on the expiration date, we will accept all initial notes properly tendered and will issue the exchange notes promptly thereafter. Please refer below to "--Conditions to the Exchange Offer." For purposes of this exchange offer, initial notes will be deemed to have been accepted as validly tendered for exchange when, as and if, we give oral or written notice of acceptance to the exchange agent.

We will issue the exchange notes in exchange for the initial notes tendered by a notice of guaranteed delivery by an eligible institution only against delivery to the exchange agent of the letter of transmittal, the tendered initial notes and any other required documents, or the receipt by the exchange agent of a timely confirmation of a book-entry transfer of initial notes into the exchange agent's account at DTC with an agent's message (or a letter of transmittal (or facsimile thereof)), in each case, in form satisfactory to us and the exchange agent.

If any tendered initial notes are not accepted for any reason or if initial notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged initial notes will be returned without expense to the tendering holder, or, in the case of initial notes tendered by book-entry transfer procedures described above, will be credited to an account maintained with the book-entry transfer facility, as promptly as practicable after withdrawal, rejection of tender or the expiration or termination of the exchange offer.

In addition, we reserve the right in our sole discretion, but in compliance with the provisions of the indenture, to:

- purchase or make offers for any initial notes that remain outstanding after the expiration date, or, as described below under "--Expiration Date; Extensions; Amendments; Termination," to terminate the exchange offer as provided by the terms of our registration rights agreement; and

- purchase initial notes in the open market, in privately negotiated transactions or otherwise, to the extent permitted by applicable law.

The terms of any of the purchases or offers described above could differ from the terms of the exchange offer.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, you may withdraw tenders of initial notes at any time before 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, you must send a written or facsimile transmission notice of withdrawal to the exchange agent before 5:00 p.m., New York City time, on the expiration date at the address provided below under "--Exchange Agent" and before acceptance of your tendered initial notes for exchange by us.

Any notice of withdrawal must:

- specify the name of the person having tendered the initial notes to be withdrawn;

- identify the initial notes to be withdrawn, including, if applicable, the registration number or numbers and the total principal amount of these notes;

- be signed by the person having tendered the initial notes to be withdrawn in the same manner as the original signature on the letter of transmittal by which these initial notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to permit the trustee for the initial notes to register the transfer of these notes into the name of the person having made the original tender and withdrawing the tender; and

- state that you are withdrawing your tender of initial notes.

We will determine all questions as to the validity, form and eligibility, including time of receipt, of all notices of withdrawal and our determination will be final and binding on all parties. Initial notes that are withdrawn will be deemed not to have been validly tendered for exchange in this exchange offer.

You may retender properly withdrawn initial notes in this exchange offer by following one of the procedures described above under "--Procedures for Tendering Initial Notes" at any time before the expiration date.

Conditions to the Exchange Offer

With exceptions, we will not be required to accept initial notes for exchange, or issue exchange notes in exchange for any initial notes, and we may terminate or amend the exchange offer as provided in this prospectus before the acceptance of the initial notes, if:

- the exchange offer violates applicable law or any interpretation of the staff of the Securities and Exchange Commission;

- any required governmental approval has not been obtained; or

- a court or any governmental authority has issued an injunction, order or decree that would prevent or impair our ability to proceed with the exchange offer.

These conditions are for our sole benefit. We may assert any of these conditions regardless of the circumstances giving rise to any of them. We may also waive these conditions, in whole or in part, at any time and from time to time, if we determine in our reasonable discretion, but within the limits of applicable law, that any of the foregoing events or conditions has occurred or exists or has not been satisfied. Our failure at any time to exercise any of our rights will not be deemed a waiver of these rights and these rights will be deemed ongoing rights which we may assert at any time and from time to time.

If we determine that we may terminate the exchange offer, as provided above, we may:

- refuse to accept any initial notes and return any initial notes that have been tendered to their holders;

- extend the exchange offer and retain all initial notes tendered before the expiration date, allowing, however, the holders of tendered initial notes to exercise their rights to withdraw their tendered initial notes; or

- waive any termination event with respect to the exchange offer and accept all properly tendered initial notes that have not been withdrawn or otherwise amend the terms of the exchange offer in any respect as provided above under "--Expiration Date; Extensions; Amendments; Termination."

If we determine that we may terminate the exchange offer, we may be required to file a shelf registration statement with the Securities and Exchange Commission as described under "--Shelf Registration Statement." The exchange offer is not dependent upon any minimum principal amount of initial notes being tendered for exchange.

Accounting Treatment

We will record the exchange notes at the same carrying value as the initial notes, as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes. We will amortize the costs of the exchange offer and the unamortized expenses related to the issuance of the exchange notes over the term of the exchange notes.

Exchange Agent

We have appointed The Bank of New York as exchange agent for the exchange offer. You should direct all questions and requests for assistance or additional copies of this prospectus or the letter of transmittal to the exchange agent as follows:

The Bank of New York
20 Broad Street
One Lower Level
New York, New York 10005
Attention: Reorganization Section
Fax number: (914) 773-5015

Fees and Expenses

We will bear the expenses of soliciting tenders under the exchange offer. The principal solicitation for tenders under the exchange offer is being made by mail; however, our officers and other employees may make additional solicitations by telegraph, telephone, telecopy or in person.

We will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. However, we will pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable out-of-pocket expenses in connection with the exchange offer. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of the prospectus, letters of transmittal and related documents to the beneficial owners of the initial notes, and in handling or forwarding tenders for exchange.

We will pay the expenses incurred in connection with the exchange offer, including fees and expenses of the exchange agent and trustee and accounting, legal, printing and related fees and expenses.

We will generally pay all transfer taxes, if any, applicable to the exchange of initial notes under the exchange offer. However, tendering holders will pay the amount of any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing exchange notes or initial notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the initial notes tendered; or

- tendered initial notes are registered in the name of any person other than the person signing the letter of transmittal; or

- a transfer tax is imposed for any reason other than the exchange of initial notes under the exchange offer.

If satisfactory evidence of payment of these taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of the transfer taxes will be billed directly to the tendering holder.

Your Failure to Participate in the Exchange Offer Will Have Adverse Consequences

If you do not properly tender your initial notes in the exchange offer, your initial notes will remain outstanding and continue to accrue interest. However, you will not be able to resell, offer to resell or otherwise transfer the initial notes unless they are registered under the Securities Act or unless you resell them, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not governed by, the Securities Act. In addition, you will no longer be able to obligate us to register the initial notes under the Securities Act, except in the limited circumstances provided under our exchange and registration rights agreement. To the extent the initial notes are tendered and accepted in the exchange offer, the trading market, if any, for the initial notes would be adversely affected. You should refer to "Risk Factors--Your failure to participate in this exchange offer will have adverse consequences."

Principal and interest payments on global securities registered in the name of DTC's nominee will be made in immediate available funds to DTC's nominee as the registered owner of the global securities. We and the trustee will treat DTC's nominee as the owner of the global securities for all other purposes as well. Accordingly, we, the trustee, any paying agent and any of the initial purchasers will have no direct responsibility or liability for any aspect of the records relating to payments made on account of beneficial interests in the global securities or for maintaining, supervising or reviewing any records relating to these beneficial interests. It is DTC's current practice, upon receipt of any payment of principal or interest, to credit direct participants' accounts on the payment date according to their respective holdings of beneficial interests in the global securities. These payments will be the responsibility of the direct and indirect participants and not of DTC, the trustee or us.

So long as DTC or its nominee is the registered owner or holder of the global security, DTC or its nominee, as the case may be, will be considered the sole owner or holder of the notes represented by the global security for the purposes of:

- receiving payment on the notes;
- receiving notices; and
- for all other purposes under the Indenture and the notes.

Beneficial interests in the notes will be evidenced only by, and transfers of the notes will be effected only through, records maintained by DTC and its participants.

Except as described below, owners of beneficial interests in a global security will not be entitled to receive physical delivery of certificated notes in definitive form and will not be considered the holders of the global security for any purposes under the Indenture. Accordingly, each person owning a beneficial interest in a global security must rely on the procedures of DTC. And, if that person is not a participant in DTC, the person must rely on the procedures of the participant in DTC through which that person owns its interest, to exercise any rights of a holder under the Indenture. Under existing industry practices, if we request any action of holders or an owner of a beneficial interest in a global security desires to take any action under the Indenture, DTC would authorize the participants holding the relevant beneficial interest to take that action. The participants then would authorize beneficial owners owning through the participants to take the action or would otherwise act upon the instructions of beneficial owners owning through them.

DTC has advised us that it will take any action permitted to be taken by a holder of notes only at the direction of one or more participants to whose account with DTC interests in the global security are credited. Further, DTC will take action only as to the portion of the aggregate principal amount at maturity of the notes as to which the participant or participants has or have given the direction.

Although DTC, the Euroclear System ("Euroclear") and Clearstream Banking, S.A. of Luxembourg ("Clearstream") have agreed to the procedures described above in order to facilitate transfers of interests in global securities among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform these procedures, and the procedures may be discontinued at any time. None of us, the trustee, any agent of an initial purchaser or ours will have any responsibility for the performance by DTC, Euroclear and Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

DTC has provided the following information to us. DTC is a:

- limited-purpose trust company organized under the New York Banking Law;
- a banking organization within the meaning of the New York Banking Law;
- a member of the U.S. Federal Reserve System;

- a clearing corporation within the meaning of the New York Uniform Commercial Code; and

- a clearing agency registered under the provisions of Section 17A of the Securities Exchange Act.

Certificated Notes

Notes represented by a global security are exchangeable for certificated notes only if:

- DTC notifies us that it is unwilling or unable to continue as depository or if DTC ceases to be a registered clearing agency, and a successor depository is not appointed by us within 90 days;

- we determine not to require all of the notes to be represented by a global security and notifies the trustee of their decision; or

- an event of default or an event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default relating to the notes represented by the global security has occurred and is continuing.

Any global security that is exchangeable for certificated notes in accordance with the preceding sentence will be transferred to, and registered and exchanged for, certificated notes in authorized denominations and registered in the names as DTC or its nominee may direct. However, a global security is only exchangeable for a global security of like denomination to be registered in the name of DTC or its nominee. If a global security becomes exchangeable for certificated notes:

- certificated notes will be issued only in fully registered form in denominations of $1,000 or integral multiples of $1,000;

- payment of principal, premium, if any, and interest on the certificated notes will be payable, and the transfer of the certificated notes will be registrable, at the office or agency we maintain for these purposes; and

- no service charge will be made for any issuance of the certificated notes, although the issuers may require payment of a sum sufficient to cover any tax or governmental charge imposed in connection with the issuance.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds. Transfers between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes, cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparts in such system in accordance with the rules and procedures and within the established deadlines, Brussels time, of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a global security from a participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day, which must be a business day for Euroclear and Clearstream, immediately following the settlement date of DTC. Cash received in Euroclear or Clearstream as a result of sales of an interest in a global security by or through a Euroclear

or Clearstream participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for initial notes where such initial notes were acquired as a result of market-making activities or other trading activities. We have agreed that, starting on the expiration date of the exchange offer and ending on the close of business one year after the expiration date of the exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 200 , all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of exchange notes by brokers-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit of any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal accompanying this prospectus states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of one year after the expiration date of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holder of the initial notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the initial notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the exchange notes offered hereby will be passed upon for us by Sonnenschein Nath & Rosenthal, New York, New York. Robert L. Winikoff, a member of the board of directors, compensation committee and stock option committee of Mediacom Communications, is a partner of Sonnenschein Nath & Rosenthal. Mr. Winikoff beneficially owns 15,000 shares and has options to purchase 30,000 shares of the Class A common stock of Mediacom Communications.

EXPERTS

The audited balance sheet of Mediacom Broadband LLC included in this prospectus and elsewhere in the registration statement has been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing in giving said reports.

The combined financial statements of the Mediacom Systems as of December 31, 2000 and 1999 and for the year ended December 31, 2000, the period March 1, 1999 to December 31, 1999, the period January 1, 1999 to February 28, 1999 and the year ended December 31, 1998 included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in accounting and auditing.

AVAILABLE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-4, including all amendments, exhibits, schedules and supplements, to register the exchange notes. Although this prospectus, which forms a part of the registration statement, contains all material information included in the registration statement, parts of the registration statement have been omitted as permitted by the rules of the Commission. For further information about us and the exchange notes offered in this prospectus, you should refer to the registration statement and its exhibits. You may read and copy any materials we file with the Commission at the Commission's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the Commission at (800) SEC-0330. You can also review such material by accessing the Commission's Internet web site at http://www.sec.gov. This site contains reports, proxy and information statements and other information regarding issuers that file electronically with the Commission.

As a result of this exchange offer, we will be subject to the periodic reporting and other informational requirements of the Securities Exchange Act. So long as we are subject to these periodic reporting requirements, we will continue to furnish the information required thereby to the Commission. We are required to file periodic reports with the Commission pursuant to the Securities Exchange Act during our current fiscal year and thereafter so long as the exchange notes are held by at least 300 registered holders. We do not anticipate that, for periods following December 31, 2002, the exchange notes will be held of record by more than 300 registered holders. Therefore, we do not expect to be required to comply with the periodic reporting requirements imposed under the Securities Exchange Act after that date. However, we have agreed that, whether or not we are required to do so by the rules and regulations of the Commission, for so long as any of the notes remain outstanding, we will furnish to the holders of the notes and file with the Commission, unless the Commission will not accept such a filing:

- all quarterly and annual financial information that would be required to be contained in such a filing with the Commission on Forms 10-Q and 10-K if we were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, regarding a discussion of the annual information only, a report thereon by our certified independent public accountants; and

- all reports that would be required to be filed with the Commission on Form 8-K if we were required to file such reports.

In addition, for so long as any of the notes remain outstanding, we have agreed to make available to any prospective purchaser of the notes or beneficial owner of the notes in connection with any sale thereof, the information required by Rule 144A(d)(4) under the Securities Act.

INDEX TO FINANCIAL STATEMENTS

Mediacom Broadband LLC

Mediacom Systems

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Member of Mediacom Broadband LLC:

We have audited the accompanying balance sheet of Mediacom Broadband LLC as of June 28, 2001. This balance sheet is the responsibility of the Company's management. Our responsibility is to express an opinion on this balance sheet based on our audit.

We conducted our audit 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 balance sheet is 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 audit provides a reasonable basis for our opinion.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Mediacom Broadband LLC as of June 28, 2001, in conformity with accounting principles generally accepted in the United States.

/s/ ARTHUR ANDERSEN LLP

Stamford, Connecticut
October 23, 2001

MEDIACOM BROADBAND LLC

BALANCE SHEET
as of June 28, 2001

ASSETS

Cash and cash equivalents	$ 1,000
Total assets	$ 1,000

MEMBER'S EQUITY

MEMBER'S EQUITY

Member's equity	$ 1,000
Total member's equity	$ 1,000

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

MEDIACOM BROADBAND LLC

NOTES TO BALANCE SHEET

(1) Limited Liability Company

Organization

Mediacom Broadband LLC ("Mediacom Broadband" or the "Company"), a Delaware limited liability company and wholly-owned subsidiary of Mediacom Communications Corporation ("MCC"), was organized on April 5, 2001 pursuant to an operating agreement. Mediacom Broadband was organized to acquire and hold the investments in the AT&T systems in Georgia, Illinois, Iowa and Missouri ("AT&T Systems"), pursuant to February 26, 2001 purchase agreements between MCC and AT&T Broadband, LLC ("AT&T Broadband"). The acquisitions of the AT&T Systems were completed on June 29, 2001 and July 18, 2001 (see Note 4). From the period from inception (April 5, 2001) through June 28, 2001, Mediacom Broadband did not conduct operations on its own.

Mediacom Broadband Corporation, a Delaware corporation wholly-owned by Mediacom Broadband, was organized on May 23, 2001 for the sole purpose of acting as co-issuer with Mediacom Broadband of $400.0 million aggregate principal amount of 11% senior notes due July 15, 2013 (see Note 4). Mediacom Broadband Corporation does not conduct operations of its own.

Capitalization

For the period ended June 28, 2001, the Company received equity contributions from its sole member of $1,000.

(2) Recent Accounting Pronouncements

In July 2001, the Financial Accounting Standards Board ("FASB") issued Statements of Financial Accounting Standards No. 141, "Business Combinations" ("SFAS 141") and No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). SFAS 141 requires all business combinations initiated after June 30, 2001 to be accounted for using the purchase method. Under SFAS 142, goodwill and intangible assets with indefinite lives will no longer be amortized but reviewed annually (or more frequently if impairment indicators arise) for impairment. Separable intangible assets that are not deemed to have indefinite lives will continue to be amortized over their useful lives. The amortization provisions of SFAS 142 apply immediately to goodwill and intangible assets acquired after June 30, 2001. With respect to goodwill and intangible assets acquired prior to July 1, 2001, the Company is required to adopt SFAS 142 effective January 1, 2002. The Company is currently evaluating the effect that SFAS 141 and SFAS 142 will have on its results of operations and financial position.

In August 2001, the FASB issued Statements of Financial Accounting Standards No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" ("SFAS 144"). This statement addresses financial accounting and reporting for the impairment or disposal of long-lived assets. SFAS 144 supersedes Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets for the Disposed of", and provides guidance on classification and accounting for such assets when held for sale or abandonement. SFAS 144 is effective for fiscal years beginning after December 15, 2001. The Company does not expect that adoption of SFAS 144 will have a material effect on its financial position or results of operations.

(3) Acquisitions

On February 26, 2001, MCC entered into agreements with AT&T Broadband to acquire cable systems serving approximately 800,000 basic subscribers in Georgia, Illinois, Iowa, and Missouri, for an aggregate purchase price of approximately $2.1 billion in cash, subject to closing adjustments. MCC funded these acquisitions through a combination of debt and equity financings. These acquisitions were completed on June 29, 2001 and July 18, 2001 (see Note 4.)

(4) Subsequent Events

Acquisitions and Financings

On June 29, 2001, Mediacom Broadband and Mediacom Broadband Corporation jointly issued $400.0 million aggregate principal amount of 11% senior notes due July 15, 2013 ("11% Senior Notes"). The 11% Senior Notes are unsecured obligations of the Company, and the indenture for the 11% 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 Mediacom Broadband.

On June 29, 2001, MCC made a capital contribution of $336.4 million to the Company. The contribution was financed with a portion of the net proceeds from MCC's public offering of 29.9 million shares of Class A of common stock and net proceeds from MCC's offering of convertible senior notes, which were both completed on June 27, 2001.

On June 29, 2001, the Company acquired cable systems serving approximately 94,000 basic subscribers in the state of Missouri from affiliates of AT&T Broadband, for a purchase price of approximately $308.1 million. The purchase price has been preliminarily allocated as follows: approximately $83.7 million to property, plant and equipment and approximately $224.4 million to intangible assets. Such allocations are subject to adjustments based upon the final appraisal information received by the Company. This acquisition was financed with the proceeds received from MCC's contribution.

On July 18, 2001, MCC made an additional capital contribution of $388.6 million to the Company. The contribution was financed with a portion of the net proceeds from MCC's public offering of 29.9 million shares of Class A common stock and net proceeds from MCC's offering of convertible senior notes, which were both completed on June 27, 2001, and borrowings of $125.0 million under the subsidiary credit facilities of Mediacom LLC, a wholly-owned subsidiary of MCC.

On July 18, 2001, Mediacom Broadband received $150.0 million in proceeds pursuant to a Preferred Membership Agreement with Mediacom Southeast LLC and Mediacom Minnesota LLC, indirect and wholly owned subsidiaries of MCC. Pursuant to the amended and restated operating agreement dated June 29, 2001, the preferred members' interests are redeemable at the option of the holder at any time after the maturity date of the 11% Senior Notes described above. The preferred members' interests will pay dividends on a quarterly basis in cash at a rate of 12% per annum.

On July 18, 2001, Mediacom Broadband completed a $1.4 billion senior secured credit facility on behalf of its operating subsidiaries ("Subsidiary Credit Facility"). The Company borrowed $855.0 million under the Subsidiary Credit Facility in connection with the acquisitions described below.

On July 18, 2001, Mediacom Broadband acquired cable systems serving approximately 706,000 basic subscribers in the states of Georgia, Illinois and Iowa from affiliates of AT&T Broadband for an aggregate price of approximately $1.794 billion. The purchase price has been preliminarily allocated as follows: approximately $472.7 million to property, plant and equipment and approximately $1.321 billion to intangible assets. Such allocations are subject to adjustments based upon the final appraisal information received by the Company. This acquisition was financed with the proceeds received from MCC's contribution, the preferred members' interests and borrowings under the Subsidiary Credit Facility.

Management Agreement

On June 6, 2001, the operating subsidiaries of Mediacom Broadband entered into management agreements with MCC. Under such agreements, MCC is entitled to receive annual management fees in amounts not to exceed 4.0% of Mediacom Broadband's gross operating revenues.

Report of Independent Accountants

To the Board of Directors of AT&T Broadband LLC:

In our opinion, the accompanying combined balance sheets and the related combined statements of operations and parent's investment and of cash flows present fairly, in all material respects, the financial position of Mediacom Systems (a combination of certain assets and liabilities as defined in Note 1 to the combined financial statements) at December 31, 2000 and December 31, 1999, and the results of their operations and their cash flows for the year ended December 31, 2000, and the period March 1, 1999 to December 31, 1999 ("New Mediacom"), and the period January 1, 1999 to February 28, 1999 and the year ended December 31, 1998 ("Old Mediacom") in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Companies' management; our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit of these statements in accordance with auditing standards generally accepted in the United States of America, which 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, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, effective March 9, 1999, AT&T Corp., the parent company of New Mediacom, acquired Tele-Communications, Inc., parent company of Old Mediacom, in a business combination accounted for as a purchase. As a result of the acquisition, the combined financial information for the periods after the acquisition is presented on a different basis than that for the periods before the acquisition and therefore, is not comparable.

As discussed in Note 1, effective June 29, 2001 and July 18, 2001, the Mediacom Systems were sold to Mediacom Communications Corporation.

/s/ PricewaterhouseCoopers LLP
Denver, Colorado

June 21, 2001, except for the first paragraph of Note 1, as to which the date is July 18, 2001.

Mediacom Systems
(A combination of certain assets and liabilities, as defined in note 1)
Combined Balance Sheets
(in thousands)

	December 31, 2000	1999
Assets		
Cash and cash equivalents	$ 21,154	$ 18,082
Trade and other receivables, net of allowance for doubtful accounts of $1,649 and $1,292 at December 31, 2000 and 1999, respectively	17,306	14,505
Property and equipment, at cost:		
Land	4,259	4,229
Distribution systems	539,322	418,575
Support equipment and buildings	48,011	37,625
	591,592	460,429
Less accumulated depreciation	108,600	37,492
Property and equipment, net	482,992	422,937
Intangible assets, net (note 2)	1,778,941	1,843,508
Other assets	6,961	7,018
Total assets	$2,307,354	$2,306,050
Liabilities and Parent's Investment		
Accounts payable	$ 3,291	$ 4,052
Accrued liabilities	20,715	18,386
Deferred tax liability (note 6)	790,264	815,045
Total liabilities	814,270	837,483
Parent's investment (note 4)	1,493,084	1,468,567
Commitments and contingencies (note 7)		
Total liabilities and parent's investment	$2,307,354	$2,306,050

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

Mediacom Systems
(A combination of certain assets and liabilities, as defined in note 1)
Combined Statements of Operations and Parent's Investment
(in thousands)

	New Mediacom		Old Mediacom	
	Year ended December 31, 2000	Period from March 1 to December 31, 1999	Period from January 1 to February 28, 1999	Year ended December 31, 1998
Revenue	$ 439,541	$ 336,571	$ 63,335	$ 368,290
Costs and expenses:				
Operating (note 4)	223,530	168,582	31,500	165,519
Selling, general and administrative	39,892	35,466	5,586	29,953
Management fees (note 4)	22,267	13,440	1,927	12,778
Depreciation	72,615	43,632	7,819	46,070
Amortization	64,567	46,534	3,012	17,716
Net income before income taxes	16,670	28,917	13,491	96,254
Provision for income taxes (note 6)	6,646	11,620	5,440	38,905
Net income	10,024	17,297	8,051	57,349
Parent's investment:				
Beginning of period	1,468,567	1,353,312	598,247	510,738
Change in transfers from parent, net (note 4)	14,493	63,758	(121)	(37,200)
Acquisition of cable systems (note 3)	--	34,200	--	67,360
End of period	$ 1,493,084	$ 1,468,567	$ 606,177	$ 598,247

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

Mediacom Systems
(A combination of certain assets and liabilities, as defined in note 1)
Combined Statements of Cash Flows
(in thousands)

	New Mediacom		Old Mediacom	
	Year ended December 31, 2000	Period from March 1 to December 31, 1999	Period from January 1 to February 28, 1999	Year ended December 31, 1998
Cash Flows From Operating Activities				
Net income	$ 10,024	$ 17,297	$ 8,051	$ 57,349
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	137,182	90,166	10,831	63,786
Deferred income tax benefit	(24,781)	(20,225)	(2,898)	(17,994)
Changes in operating assets and liabilities:				
Increase in trade and other receivables	(2,801)	(2,815)	(969)	(156)
(Increase) decrease in other assets	57	(187)	(3,094)	(2,855)
Increase (decrease) in accounts payable	(761)	2,022	337	1,151
Increase (decrease) in accrued liabilities	836	3,449	(1,651)	(2,673)
Net cash provided by operating activities	119,756	89,707	10,607	98,608
Cash Flows From Investing Activities				
Capital expenditures for property and equipment	(131,177)	(159,052)	(16,028)	(84,076)
Cash Flows From Financing Activities				
Change in transfers from parent, net	14,493	77,695	(74)	(11,158)
Net change in cash and cash equivalents	3,072	8,350	(5,495)	3,374
Cash and cash equivalents at beginning of period	18,082	9,732	15,227	11,853
Cash and cash equivalents at end of period	$ 21,154	$ 18,082	$ 9,732	$ 15,227

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

1. Basis of Presentation and Summary of Significant Accounting Policies

Effective upon the end of business on June 29, 2001, subsidiaries of AT&T Corp. ("AT&T") sold to Mediacom Communications Corporation ("Mediacom") certain cable television systems serving approximately 96,000 customers located primarily in Missouri, and wholly owned by various cable subsidiaries and partnerships of AT&T. Effective July 18, 2001, subsidiaries of AT&T sold to Mediacom certain cable television systems serving approximately 710,000 customers located primarily in Iowa, Georgia and Southern Illinois, and wholly owned by various cable subsidiaries and partnerships of AT&T. Such cable television systems are collectively referred to herein as the "Mediacom Systems" or the "Systems."

The accompanying combined financial statements include the specific accounts directly related to the activities of the Mediacom Systems. All significant inter-system accounts and transactions have been eliminated in combination. The combined net assets of the Mediacom Systems are referred to as "Parent's Investment."

On March 9, 1999, AT&T acquired AT&T Broadband, LLC ("AT&T Broadband", formerly known as Tele-Communications, Inc.) in a merger (the "AT&T Merger"). In the AT&T Merger, AT&T Broadband became a subsidiary of AT&T. For financial reporting purposes, the AT&T Merger was deemed to have occurred on March 1, 1999. The combined financial statements for periods prior to March 1, 1999 include the Mediacom Systems that were then owned by Tele-Communications, Inc. and are referred to herein as "Old Mediacom." The combined financial statements for periods subsequent to February 28, 1999 are referred to herein as "New Mediacom." Due to the application of purchase accounting in connection with the AT&T Merger, the predecessor combined financial statements of Old Mediacom are not comparable to the successor combined financial statements of New Mediacom. In the following text "Mediacom Systems" and "Systems" refers to both Old Mediacom and New Mediacom.

Certain costs of AT&T Broadband are charged to the Systems based primarily on Mediacom Systems' number of customers (see note 4). Although such allocations are not necessarily indicative of the costs that would have been incurred by the Mediacom Systems on a stand alone basis, management believes that the resulting allocated amounts are reasonable.

The net assets of the Systems are held by various wholly-owned subsidiaries and partnerships of AT&T Broadband. Accordingly, the combined financial statements of the Mediacom Systems do not reflect all of the assets, liabilities, revenues and expenses that would be indicative of a stand-alone business. The financial condition, results of operations and cash flows of Mediacom Systems could differ from reported results had Mediacom Systems operated autonomously or as an entity independent of AT&T. In particular, no interest expense incurred by AT&T and its subsidiaries on their debt obligations has been allocated to the Mediacom Systems.

The Mediacom Systems are included in the consolidated federal income tax return of AT&T and its affiliates. Combined income tax provisions or benefits, related to tax payments or refunds, and deferred tax balances of AT&T and its affiliates have been allocated to the Mediacom Systems based principally on the taxable income and tax credits directly attributable to the Mediacom Systems, essentially a stand alone presentation. These allocations reflect the Mediacom Systems' contribution to AT&T's consolidated taxable income and consolidated tax liability and tax credit position.

Cash and Cash Equivalents

Cash and cash equivalents consist of deposits with banks and financial institutions that are unrestricted as to withdrawal or use and have maturities of less than 90 days.

AT&T performs cash management functions on behalf of AT&T Broadband, including the Mediacom Systems. Substantially all of the Systems' cash balances are swept to AT&T on a daily basis, where they are managed and invested by AT&T. Transfers of cash to and from AT&T are reflected as a component of Parent's Investment, with no interest income or expense reflected. Net transfers to or from AT&T are assumed to be settled in cash. AT&T's capital contributions for purchase business combinations to the Systems have been treated as non-cash transactions.

Property and Equipment

Property and equipment is stated at cost, including acquisition costs allocated to tangible assets acquired. Construction costs, labor and applicable overhead related to installations are capitalized. Interest capitalized was not significant for any periods presented.

Depreciation is computed on a straight-line basis using estimated useful lives of 3 to 15 years for distribution systems and 3 to 40 years for support equipment and buildings.

Repairs and maintenance are charged to operations, and renewals and additions are capitalized. At the time of ordinary retirements, sales or other dispositions of property, the original cost and cost of removal of such property are charged to accumulated depreciation, and salvage, if any, is credited thereto. Gains or losses are only recognized in connection with the sale of properties in their entirety.

Intangible Assets

Intangible assets consist primarily of franchise costs and other intangibles for customer relationships. Franchise costs represent the difference between AT&T Broadband's allocated historical cost of acquired assets of Mediacom Systems and amounts allocated to the tangible assets. Franchise costs and customer relationships are generally amortized on a straight-line basis over 25 to 40 and 10 years, respectively. Costs incurred by Mediacom Systems in negotiating and renewing franchise agreements are amortized on a straight-line basis over the average life of the franchise, generally 10 to 20 years.

Impairment of Long-lived Assets
Management of the Systems periodically reviews the carrying amounts of property and equipment and its identifiable intangible assets to determine whether current events or circumstances warrant adjustments to such carrying amounts. If an impairment adjustment is deemed necessary, based on an analysis of undiscounted cash flows, such loss is measured by the amount that the carrying value of such assets exceeds the fair value. Considerable management judgment is necessary to estimate the fair value of assets; accordingly, actual results could vary significantly from such estimates. Assets to be disposed of are carried at the lower of their financial statement carrying amount or fair value less costs to sell.

Income Taxes
The Mediacom Systems is not a separate taxable entity for federal and state income tax purposes and its results of operations are included in the consolidated federal and state income tax returns of AT&T and its affiliates. The Mediacom Systems' provision or benefit for income taxes is based upon its contribution to the overall income tax liability or benefit of AT&T and its affiliates.

Revenue Recognition
Revenue for customer fees, equipment rental, advertising, pay-per-view programming and revenue sharing agreements is recognized in the period that services are delivered. Installation revenue is recognized in the period the installation services are provided to the extent of direct selling costs. Any remaining amount is deferred and recognized over the estimated average period that customers are expected to remain connected to the cable distribution system.

Statement of Cash Flows
With the exception of certain cable system acquisitions, sales and asset transfers, transactions effected through the intercompany account due to (from) parent have been considered constructive cash receipts and payments for purposes of the combined statement of cash flows.

Stock-Based Compensation
Stock-based compensation is accounted for in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." The Systems follow the disclosure-only provisions of Statement of Financial Accounting Standard ("SFAS") No. 123, "Accounting for Stock-Based Compensation."

New Accounting Pronouncements
In December 1999, the Securities and Exchange Commission issued Staff Accounting Bulletin No. 101 (SAB No. 101), "Revenue Recognition in Financial Statements." Registrants were required to apply the accounting and disclosures described in SAB No. 101 no later than the fourth quarter of 2000. The Systems are currently in compliance with the provisions of SAB No. 101. The adoption of SAB 101 did not have an impact on the results of operations, financial position or cash flows of the Systems.

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

2. Intangible Assets

Intangible assets are summarized as follows (amounts in thousands):

	December 31, 2000	1999
Franchise costs	$ 1,802,251	$ 1,802,251
Other intangible assets	87,791	87,791
	1,890,042	1,890,042
Less accumulated amortization	111,101	46,534
Intangible assets, net	$ 1,778,941	$ 1,843,508

Amortization expense on franchise costs was $55.3 million, $36.8 million, $3.0 million and $17.7 million for the year ended December 31, 2000, the period March 1, 1999 to December 31, 1999, the period January 1, 1999 to February 28, 1999 and the year ended December 31, 1998, respectively. Amortization expense for other intangible assets was $9.3 million, $9.7 million, $0 and $0 for the year ended December 31, 2000, the period March 1, 1999 to December 31, 1999, the period January 1, 1999 to February 28, 1999 and the year ended December 31, 1998, respectively.

3. Business Combinations

AT&T Merger

The AT&T Merger has been accounted for using the purchase method of accounting and has been deemed to be effective as of March 1, 1999 for financial reporting purposes. Accordingly, the Mediacom Systems' portion of the allocation of AT&T's purchase price to acquire AT&T Broadband has been reflected in the combined financial statements of Mediacom Systems as of March 1, 1999.

The following table reflects the March 1, 1999 assets and liabilities of New Mediacom, as adjusted to give effect for the purchase accounting adjustments resulting from the allocation to the net assets of the Systems of AT&T's purchase price to acquire AT&T Broadband (amounts in thousands):

Assets	
Cash	$ 9,680
Trade and other receivables	12,637
Property and equipment	295,674
Intangible assets	1,866,419
Other assets	6,764
Total assets	$ 2,191,174
Liabilities and Parent's Investment	
Accounts payable and accrued expenses	$ 16,530
Deferred tax liability	821,332
Parent's investment	1,353,312
Total liabilities and parent's investment	$ 2,191,174

As a result of the application of purchase accounting, the Mediacom Systems recorded its assets and liabilities at their fair values on March 1, 1999. The most significant purchase accounting adjustments related to intangible assets. The intangible assets include $1,778.5 million assigned to the Mediacom Systems' franchise costs and $87.5 million related to the value attributed to customer relationships.

Acquisitions and Exchange

During January of 1998, Tele-Communications, Inc. paid cash to acquire a cable television system serving customers located in Georgia (the "1998 Georgia Acquisition"). The 1998 Georgia Acquisition was deemed to be effective as of January 1, 1998 for financial reporting purposes and the acquired system was recorded using the purchase method of accounting. The cable television system acquired by Tele-Communications, Inc. in the 1998 Georgia Exchange is included in the accompanying combined financial results of Mediacom Systems and is reflected as a contribution from Tele-Communications, Inc. Accordingly, the financial condition and results of operations of such system have been reflected in the combined financial statements of the Mediacom Systems since January 1, 1998.

During September of 1998, Tele-Communications, Inc. paid cash to acquire a cable television system serving customers located in Iowa (the "1998 Iowa Acquisition"). The 1998 Iowa Acquisition was deemed to be effective as of September 30, 1998 for financial reporting purposes and the acquired system was recorded using the purchase method of accounting. The cable television system acquired by Tele-Communications, Inc. in the 1998 Iowa Acquisition is included in the accompanying combined financial results of Mediacom Systems and is reflected as a contribution from Tele-Communications, Inc. Accordingly, the financial condition and results of operations of such system have been reflected in the combined financial statements of the Mediacom Systems since September 30, 1998. The 1998 Georgia Acquisition and the 1998 Iowa Acquisition are collectively referred to as the "1998 Acquisitions."

During May of 1999, AT&T Broadband paid cash to acquire a cable television system serving customers located in Iowa (the "1999 Iowa Acquisition"). The 1999 Iowa Acquisition was deemed to be effective as of May 1, 1999 for financial reporting purposes and the acquired system was recorded using the purchase method of accounting. The cable television system acquired by AT&T Broadband in the 1999 Iowa Acquisition is included in the accompanying combined financial results of Mediacom Systems and is reflected as a contribution from AT&T Broadband. Accordingly, the financial condition and results of operations of such system have been reflected in the combined financial statements of the Mediacom Systems since May 1, 1999.

During June of 1999, AT&T Broadband paid cash and traded cable television systems in exchange for cable television systems serving customers located in Southern Illinois (the "1999 Exchange"). The 1999 Exchange was consummated pursuant to an agreement that was executed in November 1998. The 1999 Exchange was deemed to be effective as of June 1, 1999 for financial reporting purposes and the acquired systems were recorded using the purchase method of accounting. Certain of the cable television systems acquired by AT&T Broadband in the 1999 Exchange are included in the accompanying combined financial results of Mediacom Systems and are reflected as a contribution from AT&T Broadband. Accordingly, the financial condition and results of operations of such systems have been reflected in the combined financial statements of the Mediacom Systems since June 1, 1999. The 1999 Iowa Acquisition and the 1999 Exchange are collectively referred to as the "1999 Transactions."

The following table reflects the assets and liabilities as of the date of acquisition or exchange of the 1999 Transactions and the 1998 Acquisitions (amounts in thousands):

	1999 Transactions	1998 Acquisitions
Assets		
Property and equipment	$10,577	$ 2,972
Intangible assets	23,623	64,388
Total assets	$34,200	$67,360
Liabilities and Parent's Investment		
Parent's investment	$34,200	$67,360
Total liabilities and parent's investment	$34,200	$67,360

The above operating assets and liabilities have been included in the accompanying combined financial statements at their fair values at the date of acquisition or exchange. The most significant purchase accounting adjustments related to intangible assets.

Pro Forma Operating Results (unaudited)
The following unaudited combined pro forma results were prepared assuming the AT&T Merger, the 1998 Iowa Acquisition, and the 1999 Transactions occurred on January 1, 1998. These pro forma amounts are not necessarily indicative of operating results that would have occurred if the AT&T Merger, the 1998 Iowa Acquisition, and the 1999 Transactions had occurred on January 1, 1998, nor does it intend to be a projection of future results (amounts in thousands):

	New Mediacom	Old Mediacom	
	Period from March 1 to December 31, 1999	Period from January 1 to February 28, 1999	Year ended December 31, 1998
Revenue	$337,333	$ 63,936	$373,756
Net income	$ 17,127	$ 3,314	$ 28,603

4. Parent's Investment

Parent's Investment in Mediacom Systems at December 31, 2000 and December 31, 1999 is summarized as follows (amounts in thousands):

	December 31, 2000	1999
Transfers from parent, net	$1,465,763	$1,451,270
Cumulative net income since March 1, 1999	27,321	17,297
	$1,493,084	$1,468,567

The non-interest bearing transfers from parent includes AT&T Broadband's equity in acquired systems, programming charges, management fees and advances for operations, acquisitions and construction costs, as well as the amounts charged as a result of the allocation of certain costs from AT&T.

As a result of AT&T Broadband's 100% ownership of Mediacom Systems, transfers from parent amounts have been classified as a component of Parent's Investment in the accompanying combined balance sheets.

The Mediacom Systems purchase, at AT&T Broadband's cost, certain pay television and other programming through a certain indirect subsidiary of AT&T Broadband. Charges for such programming are included in operating expenses in the accompanying combined financial statements.

Certain subsidiaries of AT&T Broadband provide administrative services to Mediacom Systems and have assumed managerial responsibility of Mediacom Systems' cable television system operations and construction. As compensation for these services, the Mediacom Systems pay a monthly management fee calculated on a per-subscriber basis.

The parent transfers and expense allocation activity consists of the following (amounts in thousands):

	New Mediacom		Old Mediacom	
	Year ended December 31, 2000	Period from March 1 to December 31, 1999	Period from January 1 to February 28, 1999	Year ended December 31, 1998
Beginning of period	$ 1,451,270	$ 1,353,312	$ 547,498	$ 517,338
Programming charges	123,993	89,664	17,119	90,813
Management fees	22,267	13,440	1,927	12,778
Cable system acquisitions	--	34,200	--	67,360
Cash transfers	(131,767)	(39,346)	(19,167)	(140,791)
End of period	$ 1,465,763	$ 1,451,270	$ 547,377	$ 547,498

5. Employee Benefit and Stock-Based Compensation Plans

AT&T sponsors savings plans for the majority of its employees. Prior to the AT&T Merger, Tele-Communications, Inc. also sponsored savings plans for the majority of its employees. The plans allow employees to contribute a portion of their pre-tax and/or after-tax income in accordance with specified guidelines. Employee contributions are matched up to certain limits. AT&T Broadband contributions for employees of Mediacom Systems amounted to $2.9 million for the year ended December 31, 2000 and $2.3 million for the period March 1, 1999 to December 31, 1999, respectively. Tele-Communications, Inc. contributions for employees of Mediacom Systems amounted to $0.5 million for the period January 1, 1999 to February 28, 1999, and $2.6 million for the year ended December 31, 1998, respectively.

Under AT&T's 1997 Long-term Incentive Program (the "Program"), which was effective June 1, 1997, and amended on May 19, 1999 and March 14, 2000, AT&T grants stock options, performance shares, restricted stock and other awards on AT&T common stock as well as stock options on the AT&T Wireless Group tracking stock. Employees of the Mediacom Systems were eligible to receive stock options under this plan effective with the AT&T Merger (see note 1).

Under the Program, there were 150 million shares of AT&T common stock available for grant with a maximum of 22.5 million common shares that could be used for awards other than stock options. Beginning with January 1, 2000, the remaining shares available for grant at December 31 of the prior year, plus 1.75% of the shares of AT&T common stock outstanding on January 1 of each year, become available for grant. There is a maximum of 37.5 million shares that may be used for awards other than stock options. The exercise price of any stock option is equal to the stock price when the option is granted. Generally, the options vest over three or four years and are exercisable up to 10 years from the date of grant.

Under the AT&T 1996 Employee Stock Purchase Plan (the "Plan"), which was effective July 1, 1996, AT&T is authorized to sell up to 75 million shares of AT&T common stock to its eligible employees. Under the terms of the Plan, employees may have up to 10% of their earnings withheld to purchase AT&T's common stock. The purchase price of the stock on the date of exercise is 85% of the average high and low sale prices of shares on the New York Stock Exchange for that day.

The Systems apply Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations in accounting for its plans. Accordingly, no compensation expense has been recognized for stock-based compensation plans for the Mediacom Systems.

The Systems have adopted the disclosure-only provisions of SFAS No. 123, "Accounting for Stock-Based Compensation." If the Systems had elected to recognize compensation costs based on the fair value at the date of grant for AT&T awards granted to Systems' employees in 2000, consistent with the provisions of SFAS No. 123, Mediacom Systems net income would have been adjusted to reflect additional compensation expense resulting in the following pro forma amounts (amounts in thousands):

	Year ended December 31, 2000
Net income	$ 7,776

AT&T granted approximately 259,800 and 86,600 stock options to Mediacom Systems employees during 2000 for AT&T stock and AT&T Wireless Group tracking stock, respectively. At the date of grant, the exercise price for AT&T options and AT&T Wireless Group tracking stock options granted to AT&T Broadband employees during 2000 was $33.81 and $27.56, respectively. The fair value at date of grant for AT&T options and AT&T Wireless Group tracking stock options granted to AT&T Broadband employees during 2000 was $10.59 and $11.74, respectively, and was estimated using the Black-Scholes option-pricing model. The following assumptions were applied for 2000 for the AT&T options and the AT&T Wireless Group tracking stock options: (i) expected dividend yield of 1.7% and 0%, respectively, (ii) expected volatility rate of 34% and 55%, respectively, (iii) risk-free interest rate of 6.24% and 6.2%, respectively, and (iv) expected life of 4 and 3 years, respectively.

6. Income Taxes

The Mediacom Systems is not a separate taxable entity for federal and state income tax purposes and its results of operations are included in the consolidated federal and state income tax returns of AT&T and its affiliates.

The following table shows the principal reasons for the difference between the effective income tax rate and the U.S. federal statutory income tax rate (dollar amounts in thousands):

	New Mediacom		Old Mediacom	
	Year ended December 31, 2000	Period from March 1 to December 31, 1999	Period from January 1 to February 28, 1999	Year ended December 31, 1998
U.S. federal statutory income tax rate	35.0%	35.0%	35.0%	35.0%
Federal income tax at statutory rate	$ 5,834	$10,120	$ 4,721	$33,690
State and local income taxes, net of federal income tax effect	812	1,500	719	5,215
Provision for income taxes	$ 6,646	$11,620	$ 5,440	$38,905
Effective income tax rate	39.9%	40.2%	40.3%	40.4%

The components of the provision (benefit) for income taxes are presented in this table (amounts in thousands):

	New Mediacom		Old Mediacom	
	Year ended December 31, 2000	Period from March 1 to December 31, 1999	Period from January 1 to February 28, 1999	Year ended December 31, 1998
Current:				
Federal	$ 25,053	$ 25,535	$ 6,644	$ 45,229
State and local	6,374	6,310	1,694	11,670
Deferred:				
Federal	(19,655)	(16,222)	(2,309)	(14,350)
State and local	(5,126)	(4,003)	(589)	(3,644)
Provision for income taxes	$ 6,646	$ 11,620	$ 5,440	$ 38,905

Deferred tax liabilities are income taxes Mediacom Systems expects to incur in future periods. Similarly, deferred tax assets are recorded for expected reductions in income taxes payable in future periods. Deferred taxes arise because of differences in the book and tax basis of certain assets and liabilities.

Deferred tax liabilities consist of the following (amounts in thousands):

	December 31,	
	2000	1999
Deferred tax liabilities		
Property and equipment	$ 72,417	$ 71,011
Franchise costs	690,070	712,531
Other	27,777	31,503
Total deferred tax liabilities	$ 790,264	$ 815,045

7. Commitments and Contingencies

The Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") imposed certain rate regulations on the cable television industry. Under the 1992 Cable Act, all cable systems are subject to rate regulation, unless they face "effective competition," as defined by the 1992 Cable Act and expanded in the Telecommunications Act of 1996 (the "1996 Act"), in their local franchise area.

Although the Federal Communications Commission (the "FCC") has established regulations required by the 1992 Cable Act, local government units (commonly referred to as local franchising authorities) are primarily responsible for administering the regulation of a cable system's basic service tier.

Management of the Systems believes that it has complied in all material respects with the provisions of the 1992 Cable Act and the 1996 Act, including its rate setting provisions. If, as a result of the review process, a system cannot substantiate its rates, it could be required to retroactively reduce its rates to the appropriate benchmark and refund the excess portion of rates received.

Certain plaintiffs have filed or threatened separate class action complaints against cable systems across the United States alleging that the systems' delinquency constitutes an invalid liquidated damage provision, a breach of contract and violates local consumer protection statutes. Plaintiffs seek recovery of all late fees paid to the subject systems as a class purporting to consist of all subscribers who were assessed such fees during the applicable limitation period, plus attorney fees and costs. In December 2000, a settlement agreement was approved by the Court with respect to certain late fee class action complaints, which involves certain subscribers of Mediacom Systems. Certain other plaintiff suits, involving Mediacom Systems, remain unresolved. The December 2000 settlement and any future settlements are not expected to have a material impact on the Mediacom Systems' financial condition or results of operations.

The Mediacom Systems have contingent liabilities related to legal proceedings and other matters arising in the ordinary course of business. Although it is reasonably possible Mediacom Systems may incur losses upon conclusion of such matters, an estimate of any loss or range of loss cannot be made.

The Mediacom Systems lease business offices, have entered into pole rental agreements and use certain equipment under lease arrangements. Rental expense for such arrangements amounted to $2.7 million, $2.3 million, $0.5 million and $2.5 million for the year ended December 31, 2000, the period March 1, 1999 to December 31, 1999, the period January 1, 1999 to February 28, 1999 and the year ended December 31, 1998, respectively.

Future minimum lease payments under non-cancelable operating leases at December 31, 2000 are summarized as follows (amounts in thousands):

2001	$ 1,489
2002	1,361
2003	1,271
2004	1,139
2005	1,048
Thereafter	1,302

Report of Independent Accountants on Financial Statement Schedule

To the Board of Directors of AT&T Broadband LLC

Our audits of the combined financial statements of Mediacom Systems referred to in our report dated June 21, 2001, except for the first paragraph of Note 1, as to which the date is July 18, 2001, appearing in the Registration Statement on Form S-4 of Mediacom Broadband LLC and Mediacom Broadband Corporation, also included an audit of the financial statement schedule included in such Registration Statement. In our opinion, the financial statement schedule presents fairly, in all material respects, the information set forth therein when read in conjuction with the related combined financial statements.

/s/ PricewaterhouseCoopers LLP

Denver, Colorado
June 21, 2001

SCHEDULE II

MEDIACOM SYSTEMS
VALUATION AND QUALIFYING ACCOUNTS
(in Thousands)

Description	Balance at Beginning of Period	Charged to Costs and Expenses	Deduction /Write-off	Balance at End of Period
Year Ended December 31, 1998 Accounts Receivable Allowance	$ 642	$ 3,876	$ 3,726	$ 792
Period from January 1 to February 28, 1999 Accounts Receivable Allowance	$ 792	$ 714	$ 550	$ 956
Period from March 1 to December 31, 1999 Accounts Receivable Allowance	$ 956	$ 5,274	$ 4,938	$ 1,292
Year Ended December 31, 2000 Accounts Receivable Allowance	$ 1,292	$ 7,222	$ 6,865	$ 1,649

Mediacom Systems
(A combination of certain assets and liabilities, as defined in note 1)
Combined Balance Sheets
(in thousands)

	June 30, 2001 (unaudited)	December 31, 2000
Assets		
Cash and cash equivalents	$ 21,575	$ 21,154
Trade and other receivables, net of allowance for doubtful accounts of $1,207 and $1,649 at June 30, 2001 and December 31, 2000, respectively	12,435	17,306
Property and equipment, at cost:		
Land	3,642	4,259
Distribution systems	499,566	539,322
Support equipment and buildings	42,894	48,011
	546,102	591,592
Less accumulated depreciation	134,358	108,600
Property and equipment, net	411,744	482,992
Intangible assets, net	1,511,194	1,778,941
Other assets	5,624	6,961
Total assets	$ 1,962,572	$ 2,307,354
Liabilities and Parent's Investment		
Accounts payable	$ 2,466	$ 3,291
Accrued liabilities	19,475	20,715
Deferred tax liability	676,876	790,264
Total liabilities	698,817	814,270
Parent's investment (note 3)	1,263,755	1,493,084
Commitments and contingencies (note 5)		
Total liabilities and parent's investment	$ 1,962,572	$ 2,307,354

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

Mediacom Systems
(A combination of certain assets and liabilities, as defined in note 1)
Combined Statements of Operations and Parent's Investment
(in thousands)

	Six months ended June 30,	
	2001	2000
	(unaudited)	
Revenue	$ 229,991	$ 212,460
Costs and expenses:		
Operating (note 3)	124,419	105,399
Selling, general and administrative	20,835	19,265
Management fees (note 3)	15,815	8,951
Restructuring charge (note 4)	570	--
Depreciation	44,572	34,515
Amortization	32,403	32,403
Operating income (loss) before income taxes	(8,623)	11,927
Gain on disposition of assets	11,877	--
Net income before taxes	3,254	11,927
Provision for income taxes	959	4,767
Net income	2,295	7,160
Parent's investment:		
Beginning of period	1,493,084	1,468,567
Change in transfers from parent, net (note 3)	69,926	12,655
Disposed cable systems	(301,550)	--
End of period	$ 1,263,755	$ 1,488,382

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

Mediacom Systems
(A combination of certain assets and liabilities, as defined in note 1)
Combined Statements of Cash Flows
(in thousands)

	Six months ended June 30,	
	2001	2000
	(unaudited)	
Cash Flows From Operating Activities		
Net income	$ 2,295	$ 7,160
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Gain on disposition of assets	(11,877)	--
Depreciation and amortization	76,975	66,918
Deferred tax benefit	(113,388)	(11,717)
Changes in operating assets and liabilities:		
Decrease in trade and other receivables	3,426	795
Decrease (increase) in other assets	1,197	(132)
Increase in accounts payable	(471)	(1,070)
Increase (decrease) in accrued liabilities	960	(85)
Net cash provided by (used in) operating activities	(40,883)	61,869
Cash Flows From Investing Activities		
Capital expenditures for property and equipment	(28,430)	(70,420)
Other	(192)	--
Net cash used in investing activities	(28,622)	(70,420)
Cash Flows From Financing Activities		
Change in transfers from parent, net	69,926	12,655
Net change in cash and cash equivalents	421	4,104
Cash and cash equivalents at beginning of period	21,154	18,082
Cash and cash equivalents at end of period	$ 21,575	$ 22,186

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

Mediacom Systems
(A combination of certain assets and liabilities, as defined in note 1)
Notes to Combined Financial Statements
(unaudited)

1. Basis of Presentation and Summary of Significant Accounting Policies

Effective upon the end of business on June 29, 2001, subsidiaries of AT&T Corp. ("AT&T") sold to Mediacom Communications Corporation ("Mediacom") certain cable television systems serving approximately 96,000 customers located primarily in Missouri, and wholly owned by various cable subsidiaries and partnerships of AT&T (the "Missouri Mediacom Systems") for cash proceeds of approximately $308 million. AT&T recognized an estimated gain on the sale of the Missouri Systems of approximately $12 million. The results of operations and cash flows of the Missouri Systems are included in the combined financial statements through June 29, 2001.

Effective July 18, 2001, subsidiaries of AT&T sold to Mediacom certain cable television systems serving approximately 710,000 customers located primarily in Iowa, Georgia and Southern Illinois, and wholly owned by various cable subsidiaries and partnerships of AT&T. These cable systems combined with the Missouri Mediacom Systems are collectively referred to herein as the "Mediacom Systems" or the "Systems" except that the balance sheet at June 30, 2001 excludes the Missouri Mediacom Systems sold effective June 29, 2001.

In the opinion of management, the accompanying unaudited combined financial statements include all adjustments (consisting of normal recurring items) necessary for a fair presentation of results for the interim periods presented by the Systems. The results of operations for any interim period are not necessarily indicative of results for the full year. The unaudited combined financial statements and footnote disclosures should be read in conjunction with the audited combined financial statements and related notes thereto for the year ended December 31, 2000.

The accompanying unaudited combined financial statements include the specific accounts directly related to the activities of the Mediacom Systems. All significant inter-system accounts and transactions have been eliminated in combination. The combined net assets of the Mediacom Systems are referred to as "Parent's Investment."

On March 9, 1999, AT&T acquired AT&T Broadband, LLC ("AT&T Broadband", formerly known as Tele-Communications, Inc.) in a merger (the "AT&T Merger"). In the AT&T Merger, AT&T Broadband became a subsidiary of AT&T. For financial reporting purposes, the AT&T Merger was deemed to have occurred on March 1, 1999.

Certain costs of AT&T Broadband are charged to the Systems based primarily on Mediacom Systems' number of customers (see note 3). Although such allocations are not necessarily indicative of the costs that would have been incurred by the Mediacom Systems on a stand alone basis, management believes that the resulting allocated amounts are reasonable.

The net assets of the Systems are held by various wholly-owned subsidiaries and partnerships of AT&T Broadband. Accordingly, the unaudited combined financial statements of the Mediacom Systems do not reflect all of the assets, liabilities, revenues and expenses that would be indicative of a stand-alone business. The financial condition, results of operations and cash flows of the Mediacom Systems could differ from reported results had the Mediacom Systems operated autonomously or as an entity independent of AT&T. In particular, no interest expense incurred by AT&T and its subsidiaries on their debt obligations has been allocated to the Mediacom Systems.

The Mediacom Systems are included in the consolidated federal income tax return of AT&T and its affiliates. Combined income tax provisions or benefits, related to tax payments or refunds, and deferred tax balances of AT&T and its affiliates have been allocated to the Mediacom Systems based principally on the taxable income and tax credits directly attributable to the Mediacom Systems, essentially a stand alone presentation. These allocations reflect the Mediacom Systems' contribution to AT&T's consolidated taxable income and consolidated tax liability and tax credit position.

Cash and Cash Equivalents

Cash and cash equivalents consist of deposits with banks and financial institutions that are unrestricted as to withdrawal or use and have maturities of less than 90 days.

AT&T performs cash management functions on behalf of AT&T Broadband, including the Mediacom Systems. Substantially all of the Systems' cash balances are swept to AT&T on a daily basis, where they are managed and invested by AT&T. Transfers of cash to and from AT&T are reflected as a component of Parent's investment, with no interest income or expense reflected. Net transfers to or from AT&T are assumed to be settled in cash. AT&T's capital contributions for purchase business combinations to the Systems have been treated as non-cash transactions.

Property and Equipment

Property and equipment is stated at cost, including acquisition costs allocated to tangible assets acquired. Construction costs, labor and applicable overhead related to installations are capitalized. Interest capitalized was not significant for any periods presented.

Depreciation is computed on a straight-line basis using estimated useful lives of 3 to 15 years for distribution systems and 3 to 40 years for support equipment and buildings.

Repairs and maintenance are charged to operations, and renewals and additions are capitalized. At the time of ordinary retirements, sales or other dispositions of property, the original cost and cost of removal of such property are charged to accumulated depreciation, and salvage, if any, is credited thereto. Gains or losses are only recognized in connection with the sale of properties in their entirety.

Intangible Assets

Intangible assets consist primarily of franchise costs and intangibles for customer relationships. Franchise costs represent the difference between AT&T Broadband's allocated historical cost of acquired assets of the Mediacom Systems and amounts allocated to the tangible assets. Franchise costs and customer relationships are generally amortized on a straight-line basis over 25 to 40 and 10 years, respectively. Costs incurred by the Mediacom Systems in negotiating and renewing franchise agreements are amortized on a straight-line basis over the average lives of the franchise, generally 10 to 20 years.

Impairment of Long-lived Assets

Management of the Systems periodically reviews the carrying amounts of property and equipment and its identifiable intangible assets to determine whether current events or circumstances warrant adjustments to such carrying amounts. If an impairment adjustment is deemed necessary, based on an analysis of undiscounted cash flows, such loss is measured by the amount that the carrying value of such assets exceeds the fair value. Considerable management judgment is necessary to estimate the fair value of assets, accordingly, actual results could vary significantly from such estimates. Assets to be disposed of are carried at the lower of their financial statement carrying amount or fair value less costs to sell.

Income Taxes

The Mediacom Systems is not a separate taxable entity for federal and state income tax purposes and its results of operations are included in the consolidated federal and state income tax returns of AT&T and its affiliates. The Mediacom Systems' provision or benefit for income taxes is based upon its contribution to the overall income tax liability or benefit of AT&T and its affiliates.

Revenue Recognition

Revenue for customer fees, equipment rental, advertising, pay-per-view programming and revenue sharing agreements is recognized in the period that services are delivered. Installation revenue is recognized in the period the installation services are provided to the extent of direct selling costs. Any remaining amount is deferred and recognized over the estimated average period that customers are expected to remain connected to the cable distribution system.

Statement of Cash Flows

Transactions effected through the intercompany account due to (from) parent have been considered constructive cash receipts and payments for purposes of the combined statement of cash flows.

Stock-Based Compensation

Stock-based compensation is accounted for in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." The Systems follow the disclosure-only provisions of Statement of Financial Accounting Standard ("SFAS") No. 123, "Accounting for Stock-Based Compensation."

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncements

In July 2001, the Financial Accounting Standards Board issued Statements of Financial Accounting Standards No. 141, "Business Combinations" ("SFAS 141") and No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). SFAS 141 requires all business combinations initiated after June 30, 2001 to be accounted for using the purchase method. Under SFAS 142, goodwill and intangible assets with indefinite lives will no longer be amortized but reviewed annually for impairment (or more frequently if impairment indicators arise). Separable intangible assets that are not deemed to have indefinite lives will continue to be amortized over their useful lives. The amortization provisions of SFAS 142 apply immediately to goodwill and intangible assets acquired after June 30, 2001. With respect to goodwill and intangible assets acquired prior to July 1, 2001, we are required to adopt SFAS 142 effective January 1, 2002. Management is currently evaluating the effect that SFAS 141 and SFAS 142 will have on the results of operations and financial position of the Systems.

In August 2001, the FASB issued Statements of Financial Accounting Standards No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" ("SFAS 144"). This statement addresses financial accounting and reporting for the impairment or disposal of long-lived assets. SFAS 144 supersedes Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of", and provides guidance on classification and accounting for such assets when held for sale or abandonment. SFAS 144 is effective for fiscal years beginning after December 15, 2001. Management of the Systems does not expect that adoption of SFAS 144 will have a material effect on the Systems' financial position or results of operations.

2. Supplemental Balance Sheet Information

Intangible assets are summarized as follows (amounts in thousands):

	June 30, 2001	December 31, 2000
Franchise costs	$ 1,560,198	$ 1,802,251
Other intangible assets	78,124	87,791
	1,638,322	1,890,042
Less accumulated amortization	127,128	111,101
Intangibles, net	$ 1,511,194	$ 1,778,941

Amortization expense on franchise costs was $28.0 million for the six months ended June 30, 2001 and 2000. Amortization expense for other intangible assets was $4.4 million for the six months ended June 30, 2001 and 2000.

3. Parent's Investment

Parent's Investment in the Mediacom Systems is summarized as follows (amounts in thousands):

	June 30, 2001	December 31, 2000
Transfers from parent, net	$ 1,234,139	$ 1,465,763
Cumulative net income since March 1, 1999	29,616	27,321
	$ 1,263,755	$ 1,493,084

The non-interest bearing transfers from parent include AT&T Broadband's equity in acquired systems, programming charges, management fees and advances for operations, acquisitions and construction costs, as well as the amounts charged as a result of the allocation of certain costs from AT&T.

As a result of AT&T's 100% ownership of the Mediacom Systems, the transfers from parent amounts have been classified as a component of Parent's Investment in the accompanying combined balance sheets.

The Mediacom Systems purchase, at AT&T Broadband's cost, certain pay television and other programming through a certain indirect subsidiary of AT&T Broadband. Charges for such programming are included in operating expenses in the accompanying combined financial statements.

Certain subsidiaries of AT&T Broadband provide administrative services to the Mediacom Systems and have assumed managerial responsibility of the Mediacom Systems' cable television system operations and construction. As compensation for these services, the Mediacom Systems pay a monthly management fee calculated on a per-subscriber basis.

The parent transfers and expense allocation activity consist of the following (amounts in thousands):

	Six months ended June 30,	
	2001	2000
Beginning of period	$ 1,465,763	$ 1,451,270
Programming charges	71,870	61,528
Management fees	15,815	8,951
Cash transfers	(17,759)	(57,824)
Disposal of cable systems	(301,550)	--
End of period	$ 1,234,139	$ 1,463,925

4. Restructuring Charge

As part of a cost reduction plan undertaken by AT&T Broadband in 2001, approximately 63 employees of the Systems were terminated, resulting in a restructuring charge of approximately $570,000 during the first quarter of 2001. Terminated employees primarily performed customer service and field operations functions. The restructuring charge consists of severance and other employee benefits. As of June 30, 2001, all of the charge has been paid in cash.

5. Commitments and Contingencies

The Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") imposed certain rate regulations on the cable television industry. Under the 1992 Cable Act, all cable systems are subject to rate regulation, unless they face "effective competition," as defined by the 1992 Cable Act and expanded in the Telecommunications Act of 1996 (the "1996 Act"), in their local franchise area.

Although the Federal Communications Commission (the "FCC") has established regulations required by the 1992 Cable Act, local government units (commonly referred to as local franchising authorities) are primarily responsible for administering the regulation of a cable system's basic service tier.

Management of the Systems believes that it has complied in all material respects with the provisions of the 1992 Cable Act and the 1996 Act, including its rate setting provisions. If, as a result of the review process, a system cannot substantiate its rates, it could be required to retroactively reduce its rates to the appropriate benchmark and refund the excess portion of rates received.

Certain plaintiffs have filed or threatened separate class action complaints against cable systems across the United States alleging that the systems' delinquency constitutes an invalid liquidated damage provision, a breach of contact, and violates local consumer protection statutes. Plaintiffs seek recovery of all late fees paid to the subject systems as a class purporting to consist of all subscribers who were assessed such fees during the applicable limitation period, plus attorney fees and costs. In December 2000, a settlement agreement was approved by the court with respect to certain late fee class action complaints, which involves certain subscribers of the Mediacom Systems. Certain other plaintiff suits, involving the Mediacom Systems remain unresolved. The December 2000 settlement and any future settlements are not expected to have a material impact on the Mediacom Systems' financial condition or results of operations.

The Mediacom Systems have contingent liabilities related to legal proceedings and other matters arising in the ordinary course of business. Although it is reasonably possible the Mediacom Systems may incur losses upon conclusion of such matters, an estimate of any loss or range of loss cannot be made.

[LOGO]

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Mediacom Broadband LLC

Article VIII of Mediacom Broadband LLC's Amended and Restated Operating Agreement (the "Operating Agreement") provides as follows:

No Indemnified Person (as defined) shall be liable, directly or indirectly, to the Company or to any other member for any act or omission in relation to the Company or the Operating Agreement taken or omitted by such Indemnified Person in good faith, provided that such act or omission does not constitute gross negligence, fraud or willful violation of the law or the Operating Agreement. The Company shall, to the fullest extent permitted by the Delaware Act, indemnify and hold harmless each Indemnified Person against all claims, liabilities and expenses of whatsoever nature relating to activities undertaken in connection with the Company, including but not limited to, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel, accountants' and experts' and other fees, costs and expenses reasonably incurred in connection with the investigation, defense or disposition (including by settlement) of any action, suit or other proceeding, whether civil or criminal, before any court or administrative body in which such Indemnified Person may be or may have been involved, as a party or otherwise, or with which such Indemnified Person may be or may have been threatened, while acting as such Indemnified Person, provided that no indemnity shall be payable hereunder against any liability incurred by such Indemnified Person by reason of such Indemnified Person's gross negligence, fraud or willful violation of law or the Operating Agreement or with respect to any matter as to which such Indemnified Person shall have been adjudicated not to have acted in good faith.

Section 18-108 of the Delaware Limited Liability Company Act (the "Delaware Act") empowers a limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement.

Mediacom Broadband Corporation

Article VI of Mediacom Broadband Corporation's Certificate of Incorporation provides as follows:

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Article VII of Mediacom Broadband Corporation's By-Laws provides as follows:

The Corporation shall indemnify any person to the full extent permitted, and in the manner provided, by the Laws of the State of Delaware, as the same now exists or may hereafter be amended.

Section 145 of the Delaware General Corporation Law empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 145 also empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to

procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees)actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted under similar standards, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless, and only to the extent that, the Court of Chancery or the court in which such action was brought shall determine that despite the adjudication of liability such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 145 further provides that to the extent that a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to above or in the defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and that the corporation is empowered to purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liabilities under Section 145.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit Number	Exhibit Description
3.1	Certificate of Formation of Mediacom Broadband LLC
3.2	Amended and Restated Limited Liability Company Operating Agreement of Mediacom Broadband LLC
3.3	Certificate of Incorporation of Mediacom Broadband Corporation
3.4	By-Laws of Mediacom Broadband Corporation
4.1	Indenture relating to the 11% Senior Notes due 2013 of Registrants, dated as of June 29, 2001
4.2	Registration Rights Agreement, dated as of June 29, 2001, among Registrants and Salomon Smith Barney Inc., J.P. Morgan Securities Inc., Credit Suisse First Boston Corporation, BMO Nesbitt Burns Corp., Dresdner Kleinwort Wasserstein-Grantchester, Inc., Scotia Capital (USA) Inc., SunTrust Equitable Securities Corporation, BNY Capital Markets, Inc. and Mizuho International plc, as the initial purchasers of the initial notes.
5.1	Opinion of Sonnenschein Nath & Rosenthal*
8.1	Opinion of Sonnenschein Nath & Rosenthal regarding federal income tax matters*
10.1	Credit Agreement dated as of July 18, 2001 for the Mediacom Broadband subsidiary credit facility
21.1	Subsidiaries of Mediacom Broadband LLC
23.1	Consent of Arthur Andersen LLP
23.2	Consent of PriceWaterhouseCoopers LLP
23.3	Consents of Sonnenschein Nath & Rosenthal (included in Exhibits 5.1 and 8.1)*
24.1	Powers of Attorney (included as part of signature pages)
25.1	Statement of Eligibility on Form T-1 of The Bank of New York to act as Trustee under the Indenture
99.1	Form of Letter of Transmittal with respect to the exchange offer
99.2	Form of Instruction Letter to Registered Holders
99.3	Form of Notice of Guaranteed Delivery

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* To be filed by amendment

(b) Financial Statement Schedules

None.

Item 22. Undertakings.

Mediacom Broadband LLC and Mediacom Broadband Corporation (the "Registrants") hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post- effective amendment to this Registration Statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrants hereby undertake that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrants pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrants pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Middletown, State of New York, on October 29, 2001

Mediacom Broadband LLC

By: Mediacom Communications Corporation
its managing member

By: /s/ ROCCO B. COMMISSO

Rocco B. Commisso,
Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Rocco B. Commisso and Mark E. Stephan as such person's true and lawful attorney-in-fact and agent, acting alone, with full powers of substitution and revocation, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Signature	Title	Date
/s/ ROCCO B. COMMISSO Rocco B. Commisso	Chairman and Chief Executive Officer (Principal Executive Officer)	October 29, 2001
/s/ MARK E. STEPHAN Mark E. Stephan	Senior Vice President, Chief Financial Officer, Treasurer and Director (Principal Financial and Accounting Officer)	October 29, 2001
/s/ WILLIAM S. MORRIS III William S. Morris III	Director	October 29, 2001
/s/ CRAIG S. MITCHELL Craig S. Mitchell	Director	October 29, 2001
/s/ THOMAS V. REIFENHEISER Thomas V. Reifenheiser	Director	October 29, 2001
/s/ NATALE S. RICCIARDI Natale S. Ricciardi	Director	October 29, 2001
/s/ ROBERT L. WINIKOFF Robert L. Winikoff	Director	October 29, 2001

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Middletown, State of New York, on October 29, 2001.

Mediacom Broadband Corporation

By:/s/ ROCCO B. COMMISSO

Rocco B. Commisso,
Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Rocco B. Commisso and Mark E. Stephan as such person's true and lawful attorney-in-fact and agent, acting alone, with full powers of substitution and revocation, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Signature	Title	Date
/s/ ROCCO B. COMMISSO Rocco B. Commisso	Chairman and Chief Executive Officer (Principal Executive Officer)	October 29, 2001
/s/ MARK E. STEPHAN Mark E. Stephan	Senior Vice President, Chief Financial Officer, Treasurer and Director (Principal Financial and Accounting Officer)	October 29, 2001

Exhibit 3.1

CERTIFICATE OF FORMATION

OF

MEDIACOM BROADBAND LLC

under Section 18-201 of the
Limited Liability Company Act
of the State of Delaware

This Certificate of Formation of MEDIACOM BROADBAND LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware.

1. The name of the Company is: "MEDIACOM BROADBAND LLC".

2. The address of the registered office of the Company in the State of Delaware is, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of its registered agent at that address is CT Corporation System. Such registered agent of the Company shall be the agent of the Company upon whom process against it may be served.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has executed this Certificate of Formation this 5th day of April, 2001.

By: /s/ Hillary H. Hughes

Hillary H. Hughes,
Authorized Person

Exhibit 3.2

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

MEDIACOM BROADBAND LLC

Effective as of June 29, 2001

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

MEDIACOM BROADBAND LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") of MEDIACOM BROADBAND LLC (the "Company") is made and entered into effective as of June 29, 2001.

R E C I T A L S
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WHEREAS, the Company was formed and continues to exist as a limited liability company pursuant to the Delaware Limited Liability Company Act (the "Act") and has operated pursuant to an operating agreement dated as of June 6, 2001 (the "Original Operating Agreement");

WHEREAS, Mediacom Communications Corporation, a Delaware corporation, is the sole Member and the Managing Member of the Company;

WHEREAS, on the date hereof the Company and Mediacom Broadband Corporation issued $400 million aggregate principal amount of 11% Senior Notes (the "Senior Notes") pursuant to an indenture, dated as of June 29, 2001 (the "Indenture"), among the Company and Mediacom Broadband Corporation, as joint and several obligors, and The Bank of New York, as Trustee (the "Senior Note Offering");

WHEREAS, as a result of the Senior Note Offering, the sole member of the Company desires to amend and restate in its entirety the Original Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties executing this Agreement below, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS; DEFAULT RULE

Section 1.1 Defined Terms. The following terms shall have the meanings set forth below when used in this Agreement with initial capital letters:

"Act" or "the Delaware Limited Liability Company Act" shall mean the Delaware Limited Liability Company Act (Chapter 18 of Title 6 of the Delaware Code), as the same may be amended from time to time.

"Affiliate" shall mean, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person.

"Agreement" shall mean this Agreement as it may be amended in writing from time to time; and the terms "hereof," "hereto," "hereby " and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires,

"Available Cash" shall mean the cash funds of the Company on hand from time to time (other than cash funds obtained as Capital Contributions or cash funds obtained from loans to the Company) after (i) payment of all operating expenses of the Company as of such time, (ii) provision for payment of all outstanding and unpaid current obligations of the Company as of such time, (iii) provision for a reasonable working capital reserve (including payment of anticipated capital expenditures) and (iv) provision for a reasonable reserve for claims against and debts and other obligations of the Company, the amounts of all of which shall be determined by the Managing Member.

"Business" shall mean the activities of acquiring, owning, selling, investing in, developing, designing, constructing, managing, operating, servicing, administering and/or maintaining, directly or indirectly, by or through one or more Subsidiaries, one or more CATV Systems and/or related businesses ancillary thereto (including, but not limited to, high-speed data service, Internet access, telephony services, and other telecommunications and telephony-related investments or businesses, and video wireless services and wireless communication services and other wireless-related investments or business) and/or one or more other businesses of the type and character now or hereafter conducted or engaged in by cable television operators generally.

"Capital Account" shall mean the individual accounts established and maintained for Members pursuant to Section 3.3 hereof.

"Capital Contribution" shall mean the total value of cash and property (net of liabilities assumed by the Company or to which the property is subject) contributed to the Company by or on behalf of any Member.

"CATV System" shall mean any cable distribution system that receives broadcast signals by antennae, microwave transmission, satellite transmission or other device and amplifies and distributes such signals via cable.

"Certificate of Formation" shall mean the Certificate of Formation of the Company filed with the Secretary of State, as the same may be amended from time to time.

"Claims" shall have the meaning set forth in Section 8.2 of this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

"Company" shall mean "Mediacom Broadband LLC," a Delaware limited liability company.

"Consent" shall mean the consent, approval, ratification or adoption by a Person of any action, determination or decision. The Consent of the Members shall mean and require the Consent of Members owning all of the Membership Interests.

"Contract" shall mean any contract, lease, license, easement, servitude, right-of-way, mortgage, security interest, bond, note or other agreement or instrument which creates legally enforceable rights or obligations.

"Control" shall mean 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.

"Debt Covenant" shall mean any provision of any Contract to which the Company is a party, or by which its assets are bound, which imposes one or more restrictions on the financial activities or transactions of the Company, including, but not limited to, the disbursement or other transfer of money or property to Members.

"Default Rule" shall mean a rule stated in the Act that (a) structures, defines, or regulates the finances, governance, operations, or other aspects of a limited liability company organized under the Act and (b) applies except to the extent it is negated or modified through the provisions of a limited liability company's certificate of formation or operating agreement.

"Dissolution Event" shall have the meaning set forth in section 7.1 hereof.

"Effective Date" shall mean June 29, 2001.

"Entity" shall mean any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, employee benefit plan, syndicate, business trust or cooperative, or any other enterprise of any nature, foreign or domestic, through which associates join together for the conduct of business or investment.

"Indemnified Persons" shall mean the Members, the Managing Member and the Tax Matters Partner, and their respective officers, directors, employees, agents, stockholders, members and Affiliates, and any person who serves at the request of the Managing Member on behalf of the Company as a partner, member, officer, director, employee or agent of any other Person; provided that for purposes of this definition, an "agent" who or which is an independent agent shall be an Indemnified Person only to the extent that the Company or the Managing Member has a legal or contractual obligation to indemnify such agent, it being understood that this Agreement is not intended to create any such obligation, and that any indemnification of an independent agent shall be subject to and limited by the terms of such legal or contractual obligation.

"Indenture" shall have the meaning set forth in the recitals hereof.

"Liquidator" shall have the meaning set forth in Section 7.4 hereof.

"Managing Member" shall mean the Person who, with respect to the affairs and activities of the Company, shall have and possess, except as otherwise expressly provided in this Agreement, all rights, powers, obligations and authority of a managing member of a limited liability company under the Act, subject to any restrictions and limitations imposed thereon by the Act or this Agreement. Without limiting the generality of the foregoing, the Managing Member shall have all rights, powers and authority to act for and legally bind the Company as provided by Article IV of this Agreement and under applicable provisions of the Act. The sole Managing Member shall be Mediacom Communications Corporation.

"Mediacom Communications Corporation" shall mean Mediacom Communications Corporation, a Delaware corporation.

"Mediacom Broadband LLC" shall mean Mediacom Broadband LLC, a Delaware limited liability company.

"Member" means any individual or Entity owning and holding a Membership Interest. All owners and holders of Membership Interests are collectively referred to as "Members."

"Membership Interest" shall mean the entire ownership interest of a Member in the Company at any particular time, expressed as a percentage, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act.

"Net Profits" or "Net Losses" means the income or loss of the Company for "book" or "capital account" purposes under Treasury Regulations Section 1.704-1(b)(2)(iv).

"Non-Managing Member" shall mean any Member other than the Managing Member.

"Person" shall mean any individual or Entity.

"Principal Office" shall mean the principal place of business of the Company as may be established pursuant to Section 2.5 hereof.

"Secretary of State" shall mean the Secretary of State of the State of Delaware.

"Subsidiary" shall mean any Entity Controlled by the Company.

"Taxable Income" shall mean, with respect to each fiscal year of the Company, the sum of (i) the amount by which the ordinary income of the Company exceeds its ordinary loss, and (ii)

the amount by which the capital gain of the Company exceeds the sum of (A) its capital loss and (B) the excess of its ordinary loss over its ordinary income.

"Transfer" or "Transferred" shall mean to give, sell, assign, pledge, hypothecate, devise, bequeath, or otherwise dispose of, encumber, or transfer, or permit to be disposed of, encumbered, or transferred.

"Treasury Regulations" shall mean the regulations promulgated by the Internal Revenue Service under the Code, as the same from time to time may be amended.

Section 1.2 Relationship of Agreement to Default Rules. Regardless whether this Agreement specifically refers to a particular Default Rule: (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly; and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule shall be modified or negated accordingly.

Section 1.3 Relationship of Agreement of Certificate of Formation. If a provision of this Agreement differs from a provision of the Certificate of Formation, this Agreement shall govern to the extent allowed by law.

ARTICLE II
ORGANIZATION

Section 2.1 Formation. The Company was formed as a limited liability company under the Act by filing with the Secretary of State of Delaware a Certificate of Formation for the Company. The Certificate of Formation of the Company and the terms thereof are hereby ratified, adopted, approved, and Consented to by the sole Member.

Section 2.2 Name. The Company's business, activities and affairs shall be conducted and administered under the name of the Company as set forth in the definition of the Company in Section 1.1 until such time as the Managing Member shall hereafter determine a different name and file an amendment to the Certificate of Formation in accordance with the Act designating such different name as the name of the Company.

Section 2.3 Purpose. The Company has been formed for any lawful purpose or purposes under the Act. The initial purpose of the Company shall be to engage in and conduct the Business and to do all things incidental thereto. The Company shall possess and shall be empowered to do all lawful acts and things that the Managing Member may deem necessary, advisable, convenient, incidental to or otherwise proper and appropriate for the furtherance and accomplishment of the purposes of the Company.

Section 2.4 Term. The term of the Company commenced on the date of the filing of the Certificate of Formation with the Secretary of State and shall continue until the expiration

date, if any, set forth in such Certificate unless sooner terminated in accordance with the provisions of this Agreement or by operation of law.

Section 2.5 Principal Office. The principal office of the Company shall be 100 Crystal Run Road, Middletown, New York 10941. The Company may establish such other place(s) of business as the Managing Member may, from time to time, deem necessary, convenient, advisable or otherwise appropriate.

Section 2.5 Registered Agent and Registered Office. The registered agent and registered office of the Company shall be as designated in the Certificate of Formation. The registered office and registered agent may be changed from time to time by the Managing Member filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State as provided in the Act.

Section 2.6 Foreign Qualification. Prior to the Company conducting business in any jurisdiction other than the State of Delaware, the Managing Member shall cause the Company to comply, to the extent procedures are available, with all requirements necessary to qualify the Company as a foreign limited liability company in such jurisdiction. Each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming to this Agreement that are necessary or appropriate to qualify, or, as appropriate, to continue or terminate such qualification of the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

ARTICLE III
MEMBERS

Section 3.1 Membership Interests. (a) As of the date hereof, the Membership Interests in the Company are owned and held as follows:

Member	Membership Interest Percentage Ownership
Mediacom Communications Corporation	100%

(b) On or prior to the date upon which the Company has completed all of the AT&T Acquisitions (as defined in the Indenture), the Company shall issue to Mediacom Communications Corporation and/or one or more of its direct or indirect Subsidiaries a preferred membership interest in the Company having an aggregate stated amount of $150 million (the "Preferred Membership Interest"), against payment to the Company of an amount in immediately available funds equal to the aggregate stated amount of such interest. The Preferred Membership Interest will entitle the holder to receive, in preference to any distributions to be made to other holders of membership interests, dividends on the stated amount of the Preferred Membership Interest at a rate per annum equal to 12.0%, payable in quarterly installments. The Preferred Membership Interest will be a non-voting interest. The holder of the Preferred Membership Interest shall have the right to have the Company redeem the Preferred Membership Interest at

any time following the maturity, or earlier repayment in full, of the Senior Notes; provided that if the right of such holder to require the Company to redeem the Preferred Membership Interest would result in such Interest being treated as a "Disqualified Equity Interest", "Disqualified Capital Stock", or a term with similar meaning (as such terms are customarily defined) under any future Indebtedness of the Company, then the Company shall have the right to extend the maturity of the Preferred Membership Interest to a date such that the Preferred Membership Interest would not be considered to be a "Disqualified Equity Interest", "Disqualified Capital Stock" or other term with similar meaning.

Section 3.2 Capital Contributions. No Member shall be obligated to make any contributions to the capital of the Company.

Section 3.3 Capital and Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member in accordance with federal income tax accounting principles and Treasury Regulation Section 1.704-1(b).

(b) Except as may be determined by the Managing Member and approved by the Consent of the Members, no Member shall be required to make any Capital Contributions to the Company. The Capital Account of any Member who makes a Capital Contribution shall be credited for the amount of such Capital Contribution, but no such Member shall receive an increased Membership Interest in the Company for making any Capital Contribution unless Consented to by the Managing Member.

(c) No interest shall be paid on any Capital Contribution or on a Member's balance in its Capital Account.

(d) Loans or services by any Member to the Company shall not be considered contributions to the capital of the Company.

(e) No Member shall have the right to withdraw its Capital Contribution or to demand and receive property of the Company or any distribution in return for its Capital Contribution, except as may be specifically provided in this Agreement or required by law.

(f) Except as may be required by the Act, no Member shall have any liability or obligation to the Company or to another Member to restore a negative or deficit balance in such Member's Capital Account.

(g) The Company shall increase or decrease the Capital Accounts of all Members to reflect a revaluation of Company assets in accordance with, and upon the happening of such events as described in, Treasury Regulations Section 1.704-1(b)(2)(iv)(f).

Section 3.4 Limitation on Liability. No Member shall be liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation or liability of the

Company, except as provided by law. No Member shall make or be required to make a loan of funds to the Company, except that a Member may make a loan to the Company with the written Consent of, and on such terms as are determined by, the Managing Member.

Section 3.5 No Individual Authority. No Member shall have any authority to act for, or to undertake or assume any obligation, debt, duty or responsibility on behalf of, any other Member or the Company.

Section 3.6 No Member Responsible for Other Member's Commitment. In the event any Member has incurred any indebtedness or obligation prior to the date of formation of the Company that relates to or otherwise affects the Company, neither the Company nor any other Member shall have any liability or responsibility for or with respect to such indebtedness or obligation unless such indebtedness or obligation is expressly assumed in writing by the Company and Consented to by the Managing Member. Furthermore, neither the Company nor any Member shall be responsible or liable for any indebtedness or obligation that is hereafter incurred by any other Member except as expressly provided in this Agreement. In the event that a Member, whether prior to or after the effective date of this Agreement, incurs (or has incurred) any debt or obligation for which neither the Company nor any other Member has any responsibility or liability, the liable Member shall indemnify and hold harmless the Company and the other Members from and against any liability or obligation they may incur in respect thereof.

Section 3.7 Transfer of Membership Interests. No Member may Transfer all or any part of its Membership Interest except upon the Consent of the Managing Member.

ARTICLE IV
MANAGEMENT

Section 4.1 Management. The overall management, operation and control of the business, activities and affairs of the Company shall be vested exclusively in the Managing Member, Mediacom Communications Corporation. In the event the Managing Member is unable or unwilling to serve in such capacity, a replacement and successor shall be chosen and appointed by Consent of the Members.

Section 4.2 Powers. The Managing Member shall have all of the rights, powers and authority of a managing member of a limited liability company under the Act and otherwise as provided by law. Except as otherwise expressly provided in this Agreement, the Managing Member is hereby vested with the full, exclusive and complete right, power, authority and discretion to manage, operate and control the activities and affairs of the Company and to make all decisions affecting the Company, as deemed necessary, advisable, convenient or otherwise appropriate by the Managing Member to carry on the Business and purposes of the Company. Without limiting the generality of the foregoing, the Members hereby expressly agree and Consent that the Managing Member may, on behalf of the Company, at any time, and without further notice to or Consent from any Non-Managing Member (except to the extent otherwise expressly provided in this Agreement), do or cause the company to do each of the following:

(a) own, sell, assign, mortgage, license or lease, any real or personal property, tangible or intangible;

(b) acquire by purchase, license, lease, or otherwise, any real or personal property, tangible or intangible;

(c) sell, trade, exchange or otherwise dispose of Company assets in the ordinary course of the Company's business;

(d) supervise the management of the Company and provide or arrange for managerial services or assistance to be provided to the Company;

(e) appoint, employ and dismiss from employment any and all officers, employees, attorneys, accountants, consultants and other agents of the Company;

(f) incur expenditures for, and pay all expenses, debts and obligations of, the Company;

(g) open, maintain and close bank accounts of the Company and draw checks or other orders for the payment of money thereon;

(h) borrow money, and extend or obtain credit, for and on behalf of the Company;

(i) except as otherwise expressly provided in this Agreement, enter into, execute, amend, supplement, acknowledge and deliver any and all Contracts or other instruments or documents as that the Managing Member shall determine to be necessary, advisable, convenient or otherwise appropriate in furtherance of the Business or purposes of the Company;

(j) purchase at the expense of the Company liability and other insurance to protect the Company's properties, business and employees and to protect the Managing Member, Members, and any Affiliate, officer, director or employee of any of the foregoing;

(k) sue, prosecute, settle or compromise all claims against third parties and compromise, settle or accept judgment in respect of claims against the Company and execute all documents and make all representations, admissions and waivers in connection therewith;

(l) act as the Tax Matters Partner of the Company and exercise any authority permitted the Tax Matters Partner under the Code and Treasury Regulations, and take whatever steps such Tax Matters Partner, in its reasonable discretion, deems necessary or desirable to perfect such designation, including filing any forms and documents with the Internal Revenue Service and taking such other action as may from time to time be required under Treasury Regulations;

(m) execute any and all other instruments and documents which may be necessary or, in the opinion of the Managing Member, desirable or convenient to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

(n) form one or more Subsidiaries of the Company to acquire properties, operate and conduct all or any portion of the Business and engage in any and all activities authorized hereunder; and

(o) take any other lawful action that the Managing Member, in its sole discretion, considers necessary, convenient or advisable in connection with the Business, purposes and activities of the Company.

Section 4.3 Executive Committee. (a) Except where expressly provided to the contrary herein, all decisions with respect to the management and control of the Company that are duly made by the Managing Member shall be binding on the Company and each of the Members.

(b) There is hereby established an Executive Committee of the Company. The approval of the Executive Committee shall be required to authorize certain acts or transactions as specified in this Agreement or in the Indenture. The Executive Committee shall consist of three members. Rocco B. Commisso, the Chairman and Chief Executive Officer of the Managing Member, shall be a member of the Executive Committee, shall serve as Chairman of the Executive Committee and shall be entitled to designate the other members of the Executive Committee, each of whom must be a member of senior management or a director of the Managing Member or its subsidiaries. Other than as set forth in the preceding sentence, the Chairman of the Executive Committee shall have complete discretion with respect to the designation of Executive Committee members and any change in membership shall become effective upon receipt of written notice thereof by the Company.

(c) The presence of two members of the Executive Committee shall constitute a quorum for the transaction of business of any specified item of business requiring a vote of the Executive Committee. If a quorum shall not be present at any meeting of the Executive Committee requiring a vote, the meeting may adjourn from time to time without notice other than announcement at the meeting, until a quorum shall be present. The Executive Committee shall act at meetings thereof duly convened and held as provided in this Agreement. Each member shall have one vote and, subject to Section 4.4(b), the vote of a majority of the members of the Executive Committee shall be the act of the Executive Committee.

(d) Any one or more members of the Executive Committee may participate in a meeting thereof by means of conference telephone or similar communications equipment allowing all Persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Any action required or permitted by this Agreement to be taken by the Executive Committee may be taken if all members of such Committee consent in writing to the adoption of a resolution authorizing the

action. Such resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Executive Committee.

(e) Meetings of the Executive Committee may be called by any member thereof on five days' notice to the other members either personally or by facsimile at such address as shall be specified in writing by each representative for purposes of notice, which notice shall specify the time, place, and purpose of such meeting. Notwithstanding the foregoing, in case of exigency, special voting meetings may be called on such shorter notice, given as aforesaid or by telephone, as the Executive Committee members may agree upon.

(f) Each Executive Committee member and their respective Affiliates may have other business interests and may engage in other activities in addition to those relating to the Company. Such Persons may make direct or indirect investments in Systems or entities offering telecommunications services, provided that if such investment is not a passive one and requires management by such Person (if such Person is other than a commercial or invetment bank or other financial institution), such Person shall first offer to the Company the opportunity to make the investment. The Company shall have thirty days in which to determine whether to make such investment and if it so determines, the Company shall proceed diligently to prepare a contract of purchase and sale customary for transactions of the type contemplated and to consummate the transaction. In the event such transaction is consummated, the Person, if other than the Managing Member or an Affiliate of the Managing Member, making the offer shall be reimbursed for its expenses incurred. Each Executive Committee member shall incur no liability to the Company or any Member as a result of engaging in such other business interests or activities.

Section 4.4 Actions Requiring Executive Committee Approval. (a) Each member of the Executive Committee shall have one vote. The following matters shall require approval of a majority of the members of the Executive Committee and such action shall not be taken by the Company on its own behalf or on behalf of any Subsidiary, as the case may be, without such approval:

(i) engaging or permitting any Restricted Subsidiary (as such term is defined in the Indenture) to, directly or indirectly, engage in any transaction (or series of related transactions) involving in the aggregate $5.0 million or more with any Affiliate, in which case Executive Committee approval pursuant to an Executive Committee resolution rendered in good faith by the Executive Committee, or, if applicable, a committee comprising the disinterested members of the Executive Committee, must be to the effect that such transaction (or series of related transactions) is (x) in the best interest of the Company or such Restricted Subsidiary and (y) upon terms that would be obtainable by the Company or such Restricted Subsidiary in a comparable arm's-length transaction with a Person that is not an Affiliate. The foregoing shall not apply in the case of any of the following transactions ("Specified Affiliate Transactions"):

(1) the making of any Restricted Payment (as defined in the Indenture);

(2) any transaction or series of transactions between the Company and one or more Restricted Subsidiaries or between two or more Restricted Subsidiaries;

(3) 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 the Company 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;

(4) any payments for goods or services purchased in the ordinary course of business, upon terms that would be obtainable by the Company or a Restricted Subsidiary in a comparable arm's-length transaction with a Person that is not an Affiliate;

(5) any transaction pursuant to any agreement with any Affiliate in effect on the date hereof (including, but not limited to, this 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 hereof, provided, that the terms of any such amendment are not less favorable to the Company than the terms of the relevant agreement in effect prior to any such amendment, as determined in good faith by the Executive Committee; and

(6) any transaction or series of transactions between the Company or any of its Restricted Subsidiaries, on the one hand, and the Managing Member or any of its Subsidiaries, on the other hand, that relate to (a) the sharing of centralized services, personnel, facilities, headends and plant, (b) the joint procurement of goods and services, (c) the allocation of costs and expenses (other than taxes based on income) and (d) matters reasonably related to any of the foregoing, in each case, that are undertaken pursuant to an established plan of the Managing Member the primary purpose of which is to result in cost savings and related synergies for the Company, its Restricted Subsidiaries, the Managing Member and each of the Managing Member's other Subsidiaries involved in such transaction or series of transactions; provided that, in the case of this clause (e), such plan shall have been approved pursuant to an Executive Committee resolution, rendered in good faith by the Executive Committee, which approval in each case shall be conclusive, to the effect that such plan is in the best interest of the Company or such Restricted Subsidiary; and provided, further, that such transaction or series of related transactions is fair and reasonable to the Company or such Restricted Subsidiary, on the one hand, and to the Managing Member and each such other Subsidiary of the Managing Member, on the other hand;

(ii) except in the case of a Specified Affiliate Transaction, engaging or permitting any Restricted Subsidiary to, directly or indirectly, engage in any transaction (or series of related transactions) involving in the aggregate (x) $25.0 million or more in all instances except in the case of Asset Sales or Asset Swaps (as defined in the Indenture) and (y) $50.0

million or more in the case of any Asset Sale or Asset Swap, in each case, with any Affiliate, in which case such transaction (or series of related transactions) shall be approved by the Executive Committee pursuant to an Executive Committee resolution rendered in good faith or, if applicable, by a committee comprising the disinterested members of the Executive Committee, to the effect that such transaction (or series of related transactions) is (x) in the best interest of the Company or such Restricted Subsidiary and (y) upon terms that would be obtainable by the Company or such Restricted Subsidiary in a comparable arm's-length transaction with a Person that is not an Affiliate;

(iii) payments of compensation to officers, directors, and employees of the Company or any Restricted Subsidiary; and

(iv) any other matter expressly stated in this Agreement or the Indenture to be subject to approval of the Executive Committee.

(b) An Executive Committee member shall not be obligated to abstain from voting on any matter (or vote in any particular manner) because of any interest (or conflict of interest) in such matter; provided, however, that (i) the interest (or conflict of interest) is disclosed to the other members prior to any vote; and (ii) the monetary or business consideration arising in connection with the proposed transaction would be comparable and substantially as advantageous to the Company as in a comparable transaction with a Person not an Affiliate. Such matter shall not be approved by the Executive Committee without the affirmative vote of at least 50% of the Executive Committee members not having any interest (or conflict of interest) in such matter.

Section 4.5 Compensation. The Managing Member shall serve in such capacity without compensation; it being understood, however, that the Managing Member shall be entitled to reimbursement from the Company for all costs and expenses incurred by the Managing Member in performing its duties hereunder. Executive Committee members shall serve in such capacity without compensation, but they are entitled to reimbursement for travel expenses.

Section 4.6 Reliance By Third Parties. Third parties dealing with the Company may rely conclusively upon any certificate of the Managing Member to the effect that it is acting on behalf of the Company. The signature of the Managing Member shall be sufficient to bind the Company in every manner to any and all Contracts, instruments and other documents drawn or entered into in connection with the Business or purposes of the Company.

Section 4.7 Delegation of Duties. The Managing Member may delegate to any Person any of the duties, powers and authority vested in it hereunder on such terms and conditions as the Managing Member may consider appropriate. Any Person so appointed shall be subject to removal at any time at the discretion of the Managing Member, and shall report to and consult with the Managing Member at such times and in such manner as the Managing Member may direct.

Section 4.8 Contracts With Affiliates. The Managing Member is authorized to cause the Company and any of its Subsidiaries to enter into Contracts with Affiliates of the Company

or the Managing Member in respect of property, services, or credit in the ordinary course of business, but only if the terms thereof are economically comparable to, and no less advantageous to the Company than, terms available from a Person not an Affiliate with respect to a comparable transaction. Without limiting the generality of the foregoing, the Managing Member is authorized to cause the Company and any of its Subsidiaries to enter into one or more Contracts with the Managing Member pursuant to which the Managing Member will render management services to the Company or any of its Subsidiaries, as the case may be.

ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS

Section 5.1 Allocation of Net Profits or Net Losses.

(a) Except as otherwise expressly provided in this Article V, and subject to the provisions of Section 704(c) of the Code, Net Profits or Net Losses of the Company shall be allocated to the Members pro rata in accordance with their respective Membership Interests.

(b) No allocation of Net Losses or other item of loss or deduction shall be made to a Member if it is determined that such allocation will cause the Member's Capital Account to have a deficit balance in excess of any amount such Member is obligated to restore within the meaning of Treasury Regulations Sections 1.704-l(b) and 1.704-2, after taking into account the adjustments described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

Section 5.2 Distributions. Subject to any Debt Covenant(s) to which the Company at the time may be bound, the Company shall distribute to all of the Members, in proportion to their respective Membership Interests, all or any portion of its Available Cash at such times and in such amounts as shall be determined by the Managing Member.

ARTICLE VI
ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting; Fiscal Year. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with Generally Accepted Accounting Principles, consistently applied. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Records. All books and records of the Company shall be maintained at the Principal Office of the Company and each Member, and its duly authorized representative, shall have access to such records at such office and the right to inspect and copy them at reasonable times.

Section 6.3 Accounting Decisions. Except as otherwise specifically set forth herein, all decisions concerning accounting matters relating to the Company shall be made by the Managing Member. The Managing Member may rely upon the advice of the Company's accountants in making such decisions.

Section 6.4 Tax Decisions. Except as otherwise specifically set forth herein, all decisions concerning tax elections and other tax matters relating to the Company shall be made by the Managing Member. The Managing Member may rely upon the advice of the Company's accountants and other tax advisors in making such decisions.

ARTICLE VII
DISSOLUTION

Section 7.1 Dissolution. The Company shall be dissolved upon the happening of any of the following events (each, a "Dissolution Event"):

(a) the expiration of the period fixed for the duration of the Company in its Certificate of Formation;

(b) the Consent of the Members;

(c) the occurrence of an event described in the Act regarding bankruptcy or insolvency of any Member; or

(d) the entry of a decree of judicial dissolution under the Act.

Section 7.2 Voluntary Withdrawal. Except as expressly permitted in this Agreement, no Member shall voluntarily withdraw or take any other voluntary action which, directly or indirectly, would cause a Dissolution Event.

Section 7.3 Effect of Dissolution. Except as permitted by the Act, upon dissolution the Company shall cease to carry on its business, shall wind-up its affairs and shall terminate its existence as provided in this Agreement and the Act.

Section 7.4 Winding Up; Liquidation. Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the previous accounting until the date of the Dissolution Event, and the Managing Member shall appoint a liquidator (the "Liquidator") to liquidate and wind up the affairs of the Company. The Liquidator shall sell or otherwise liquidate all of the Company's assets as promptly as practicable and allocate any profit or loss resulting from sales of Company assets to the Members in accordance with this Agreement.

Section 7.5 Distribution of Assets. The Liquidator shall distribute all proceeds from liquidation in the following order of priority:

(a) first, to the payment of all expenses of liquidation and all debts and liabilities of the Company (including liabilities to Members who are creditors of the Company to the extent permitted by law);

(b) second, to the setting up of such reserves as the Liquidator may deem reasonably necessary for any contingent liabilities of the Company; and

(c) third, pro rata to the Members in accordance with the positive balances in their Capital Accounts (as determined after taking into account adjustments required under Treasury Regulation Section 1.704-1 (b)(2)(ii)(b)(2)).

Section 7.6 Deficit Capital Accounts. Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all Fiscal Years, including the year in which the liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

Section 7.7 Termination. Upon completion of the winding up, liquidation and distribution of assets, the Company shall be deemed terminated and the Liquidator shall file a Certificate of Cancellation with the Secretary of State and take such other actions as may be necessary to terminate the Company.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 Exculpatory Provisions. No Indemnified Person shall be liable, directly or indirectly, to the Company or to any other Member for any act or omission in relation to the Company or this Agreement taken or omitted by such Indemnified Person in good faith, provided that such act or omission does not constitute gross negligence, fraud or willful violation of the law or this Agreement.

Section 8.2 Indemnification of Members. The Company shall, to the fullest extent permitted by the Act, indemnify and hold harmless each Indemnified Person against all claims, liabilities and expenses of whatsoever nature ("Claims") relating to activities undertaken in connection with the Company, including but not limited to, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel, accountants' and experts' and other fees, costs and expenses reasonably incurred in connection with the investigation, defense or disposition (including by settlement) of any action, suit or other proceeding, whether civil or criminal, before any court or administrative body in which such Indemnified Person may be or may have been involved, as a party or otherwise, or with which such Indemnified Person may be or may have been threatened, while acting as such Indemnified Person, provided that no

indemnity shall be payable hereunder against any liability incurred by such Indemnified Person by reason of such Indemnified Person's gross negligence, fraud or willful violation of law or this Agreement or with respect to any matter as to which such Indemnified Person shall have been adjudicated not to have acted in good faith.

Section 8.3 Advance of Expenses. Expenses incurred by an Indemnified Person in defense or settlement of any Claim that may be subject to a right of indemnification hereunder may be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that the Indemnified Person is not entitled to be indemnified by the Company.

Section 8.4 Control of Claim. The Company shall have the right to select counsel (provided such counsel is reasonably satisfactory to the Indemnified Person) and to control the defense of any action giving rise to a Claim, provided that an Indemnified Person may nevertheless employ counsel to represent
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and defend it, but the Company will not be required to pay the fees and disbursements of more than one counsel in any jurisdiction in any proceeding (unless by reason of potential conflicts of interest, representation by more than one counsel is necessary). The right of the Company to control the defense of any action shall not include the right to enter into a settlement with respect to such action, unless such settlement is for money damages only (and the Company first posts a bond or other security satisfactory to the Indemnified Person sufficient to cover the full amount of the proposed settlement).

Section 8.5 Non-Exclusivity. The right of any Indemnified Person to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Person's successors, assigns and legal representatives.

Section 8.6 Satisfaction from Company Assets. All judgments against the Company or an Indemnified Person, in respect of which such Indemnified Person is entitled to indemnification, shall first be satisfied from Company assets before the Indemnified Person is responsible therefor.

Section 8.7 Notices of Claims. Promptly after receipt by an Indemnified Person of notice of the commencement of any action or proceeding or threatened action or proceeding involving a Claim, such Indemnified Person shall, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company and each other Member of the commencement of such action, provided that the failure of any Indemnified Person to give notice
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as provided herein shall not relieve the Company of its obligations under this Article except to the extent that the Company is actually prejudiced by such failure to give notice. Each such Indemnified Person shall keep the Company and each other Member apprised of the progress of any such proceeding.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the Principal Office, in the case of notice to the Company, or to the last known address of the Member as reflected in the records of the Company. Any Member or the Company may, at any time by giving five (5) days' prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 9.2 Complete Agreement. This Agreement, the Certificate of Formation and the Act constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Agreement and the Certificate of Formation supersede any and all prior written and oral statements, agreements and understandings between the Members concerning the subject matter of this agreement, including, without limitation, all of the terms contained in the Fourth Amended and Restated Operating Agreement, and no term, statement, agreement or understanding not contained in this Agreement shall be binding on any Member or the Company or have any force or effect whatsoever.

Section 9.3 Amendments. This Agreement may be amended only by written Consent of the Members.

Section 9.4 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Members and the Company, and their respective successors and assigns.

Section 9.5 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and the Managing Member and their respective successors and assigns, and no other person will have any right, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 9.6 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision shall be fully severable, this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

Section 9.7 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

Section 9.8 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions. and conditions of this Agreement and the transactions contemplated hereby.

Section 9.9 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 9.10 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware without giving effect to principles of conflicts of laws.

IN WITNESS WHEREOF, the sole Member and Managing Member of Mediacom Broadband LLC has executed this Agreement effective as of the date set forth above.

Sole Member and Managing Member
MEDIACOM COMMUNICATIONS CORPORATION
(a Delaware corporation)

By: /s/ Mark E. Stephan

Mark E. Stephan
Senior Vice-President and Chief Financial Officer

Exhibit 3.3

CERTIFICATE OF INCORPORATION

OF

MEDIACOM BROADBAND CORPORATION

ARTICLE I

NAME

The name of the Corporation is Mediacom Broadband Corporation.

ARTICLE II

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle. The name and address of the Corporation's registered agent is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

ARTICLE III

CORPORATE PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

CAPITAL STOCK

The total number of shares of capital stock that the Corporation shall have authority to issue is one thousand (1,000) shares, which shall be shares of Common Stock and shall have a par value of $0.001 per share.

ARTICLE V

INCORPORATOR

The name and mailing address of the Incorporator are as follows:

Name	Mailing Address
Hillary H. Hughes	Sonnenschein Nath & Rosenthal 1221 Avenue of the Americas New York, New York 10020

ARTICLE VI

DIRECTORS

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

I, THE UNDERSIGNED, being the Incorporator hereinbefore named, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate of Incorporation hereby declaring and certifying that the facts herein stated are true and, accordingly, have hereunto set my hand this 2nd day of May, 2001.

/s/ Hillary H. Hughes

Hillary H. Hughes

Exhibit 3.4

BY-LAWS

OF

MEDIACOM BROADBAND CORPORATION

ARTICLE I

Stockholders

Section 1. Annual Meeting. A meeting of stockholders of the Corporation shall be held annually at such place within or without the State of Delaware, at such time and on such date as may from time to time be fixed by the Board of Directors, for the election of directors and for the transaction of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of stockholders of the Corporation may be called by the Board of Directors or the President, and shall be called by the Secretary upon the written request of stockholders of record holding at least a majority in number of the issued and outstanding shares of the Corporation entitled to vote at such meeting. Special meetings shall be held at such places within or without the State of Delaware, at such time and on such date as shall be specified in the call thereof. At any special meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice of such special meeting.

Section 3. Notice of Meetings. Written notice of each meeting of stockholders stating the place, date and hour thereof and, unless it is an annual meeting, the purpose or purposes for which the meeting is called and that it is being issued by or at the direction of the person or persons calling the meeting, shall be given personally or by mail, not less than ten nor more than fifty days before the date of such meeting, to each stockholder entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon

prepaid, directed to the stockholder at his or her address as it appears on the record of stockholders or, if he or she shall have filed with the Secretary a written request that notices to him or her be mailed to some other address, then directed to him or her at such other address.

Section 4. Waiver of Notice. Notice of any meeting of stockholders need not be given to any stockholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any stockholder at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

Section 5. Adjournment. When any meeting of stockholders is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after such adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record on the new record date entitled to vote at such meeting.

Section 6. Quorum. Except as otherwise provided by law, the holders of a majority of the shares entitled to vote at any meeting of stockholders, shall constitute a quorum thereat for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholders. The stockholders present may adjourn a meeting despite the absence of a quorum.

Section 7. Proxies. Every stockholder entitled to vote at a meeting of stockholders or to express consent or dissent without a meeting may authorize another person or persons to act for him or her by proxy. Every proxy must be signed by the stockholder or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except as otherwise provided by law.

Section 8. Voting. Every stockholder of record shall be entitled at every meeting of stockholders to one vote for every share standing in his or her name on the record of stockholders. Directors shall, except as otherwise required by law, be elected by a plurality of the votes cast at a meeting of stockholders by the holders of shares entitled to vote in such election. Whenever any corporate action, other than the election of directors, is to be taken by vote of the stockholders, it shall, except as otherwise required by law, be authorized by a majority of the votes cast at a meeting of stockholders by the holders of shares entitled to vote thereon.

Section 9. Action Without a Meeting. Any action required or permitted to be taken by stockholders by vote may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon.

Section 10. Record Date. The Board of Directors may fix, in advance, a date, which date shall not be more than fifty nor less than ten days before the date of any meeting of stockholders nor more than fifty days prior to any other action, as the record date for the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to or dissent from any proposal without a

meeting, or for the purpose of determining stockholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action. When a determination of stockholders of record entitled to notice of or to vote at any meeting of stockholders has been made as provided herein, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

ARTICLE II

Directors

Section 1. Number and Qualifications. The Board of Directors shall consist of one member or such other number of members as may be determined by the Board of Directors. Directors need not be stockholders of the Corporation. Each of the directors shall be at least eighteen years of age.

Section 2. Election and Term of Office. At each annual meeting of stockholders, directors shall be elected to hold office until the next annual meeting of stockholders. Each director shall hold office until the expiration of such term, and until his or her successor has been elected and qualified, unless he or she shall sooner die, resign or be removed.

Section 3. Meetings. A meeting of the Board of Directors shall be held for the election of a Chairman of the Board of Directors, for the election of officers and for the transaction of such other business as may properly come before such meeting as soon as practicable after the annual meeting of stockholders. Other regular meetings of the Board of Directors may be held at such times as the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the directors then in

office. Meetings of the Board of Directors shall be held at the principal office of the Corporation in the State of Delaware or at such other place within or without the State of Delaware as may from time to time be fixed by the Board of Directors.

Section 4. Notice of Meetings; Adjournment. No notice need be given of the first meeting of the Board of Directors after the annual meeting of stockholders or of any other regular meeting of the Board of Directors, provided the time and place of such meetings are fixed by the Board of Directors. Notice of each special meeting of the Board of Directors and of each regular meeting the time and place of which has not been fixed by the Board of Directors, specifying the place, date and time thereof, shall be given personally, by mail or telegraphed to each director at his or her address as such address appears upon the books of the Corporation at least two business days (Saturdays, Sundays and legal holidays not being considered business days for the purpose of these By-Laws) before the date of such meeting. Notice of any meeting need not be given to any director who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her. Notice of any directors' meeting or any waiver thereof need not state the purpose of the meeting. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment of a meeting of the Board of Directors to another time or place shall be given to the directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

Section 5. Quorum; Voting. At any meeting of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise required by law, the vote of a majority of the

directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board of Directors.

Section 6. Participation by Telephone. Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 7. Action Without a Meetings. Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors or such committee.

Section 8. Committees. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from among its members an Executive Committee and other committees, each consisting of three or more directors. Each such committee, to the extent provided in such resolution, shall have all the authority of the Board of Directors, except that no such committee shall have authority as to the following matters: (a) the submission to stockholders of any action that needs stockholders' approval pursuant to law, (b) the filling of vacancies in the Board of Directors or in any committee, (c) the fixing of the compensation of the directors for serving on the Board of Directors or on any committee, (d) the amendment or repeal of these By-Laws, or the adoption of new By-Laws, or (e) the amendment or repeal of any

resolution of the Board of Directors which by its terms shall not be so amendable or repealable. The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee. Each such committee shall serve at the pleasure of the Board of Directors.

Section 9. Removal; Resignation. Any or all of the directors may be removed for cause by vote of the stockholders, and any of the directors may be removed for cause by action of the Board of Directors. Any director may resign at any time, such resignation to be made in writing and to take effect immediately or on any future date stated in such writing, without acceptance by the Corporation.

Section 10. Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason may be filled by vote the Board of Directors or by vote of the stockholders. If any newly created directorship or vacancy is to be filled by vote of the Board of Directors and the number of directors then in office is less than a quorum, such newly created directorship or vacancy may be filled by vote of a majority of the directors then in office. A director elected to fill a vacancy, unless elected by the stockholders, shall hold office until the next meeting of stockholders at which the election of directors is in the regular order of business, and until his or her successor has been elected and qualified, and any director elected by the stockholders to fill a vacancy shall hold office for the unexpired term of his or her predecessor unless, in either case, he or she shall sooner die, resign or be removed.

ARTICLE III

Officers

Section 1. Election; Qualifications. At the first meeting of the Board of Directors and as soon as practicable after each annual meeting of stockholders, the Board of Directors shall elect or appoint a President, a Secretary and a Treasurer, and may elect or appoint at such time and from time to time such other officers as it may determine. No officer need be a director of the Corporation. Any two or more offices may be held by the same person.

Section 2. Term of Office; Vacancies. All officers shall be elected or appointed to hold office until the meeting of the Board of Directors following the next annual meeting of stockholders. Each officer shall hold office for such term and until his or her successor has been elected or appointed and qualified unless he or she shall earlier resign, die, or be removed. Any vacancy occurring in any office, whether because of death, resignation or removal, with cause, or any other reason, shall be filled by the Board of Directors.

Section 3. Removal; Resignation. Any officer may be removed by the Board of Directors with cause. Any officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately or on any future date stated in such writing, without acceptance by the Corporation.

Section 4. Powers and Duties of the President. The President shall be the chief executive, operating and administrative officer of the Corporation and shall have general charge and supervision of its business, affairs, administration and operations. The President shall from time to time make such reports concerning the Corporation as the Board of Directors may direct. The President shall preside at all meetings of stockholders and the Board of Directors. The President

shall have such other powers and shall perform such other duties as may from time to time be assigned to him or her by the Board of Directors.

Section 5. Powers and Duties of the Secretary. The Secretary shall record and keep the minutes of all meetings of stockholders and of the Board of Directors. The Secretary shall attend to the giving and serving of all notices by the Corporation. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board of Directors may direct. The Secretary shall be the custodian of the seal of the Corporation and shall affix or cause to be affixed such seal to such contracts, instruments and other documents as the Board of Directors may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to him or her by the Board of Directors.

Section 6. Powers and Duties of the Treasurer. The Treasurer shall be the custodian of all funds and securities of the Corporation. Whenever required by the Board of Directors, the Treasurer shall render a statement of the Corporation's cash and other accounts, and shall cause to be entered regularly in the proper books and records of the Corporation to be kept for such purpose full and accurate accounts of the Corporation's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the Corporation's books and accounts to any director of the Corporation upon application at the principal office of the corporation during business hours. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to him or her by the Board of Directors.

Section 7. Delegation. In the event of the absence of any officer of the Corporation or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may at

any time and from time to time delegate all or any part of the powers or duties of any officer to any other officer or officers or to any director or directors.

ARTICLE IV

Shares

The shares of the Corporation shall be represented by certificates signed by the President or any Vice-President and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer, and may be sealed with the seal of the Corporation or a facsimile thereof. Each certificate representing shares shall state upon the face thereof (a) that the Corporation is formed under the laws of the State of Delaware, (b) the name of the person or persons to whom it is issued, (c) the number and class of shares which such certificate represents and (d) the designation of the series, if any, which such certificate represents.

ARTICLE V

Execution of Documents

All contracts, instruments, agreements, bills payable, notes, checks, drafts, warrants or other obligations of the Corporation shall be made in the name of the Corporation and shall be signed by such officer or officers as the Board of Directors may from time to time designate.

ARTICLE VI

Seal

The seal of the Corporation shall contain the name of the Corporation, the words "Corporate Seal", the year of its organization and the word "Delaware".

ARTICLE VII

Indemnification

The Corporation shall indemnify any person to the full extent permitted, and in the manner provided, by the Laws of the State of Delaware, as the same now exists or may hereafter be amended.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on December 31 of each year or on such other date as shall be determined by the Board of Directors.

ARTICLE IX

Amendment of By-Laws

Except as otherwise provided by law, these By-Laws may be amended or repealed, and any new By-Law may be adopted, by vote of the holders of the shares at the time entitled to vote in the election of any directors or by a majority of the entire Board of Directors, but any by-law adopted by the Board of Directors may be amended or repealed by the stockholders entitled to vote thereon as herein provided.

EXHIBIT 4.1

MEDIACOM BROADBAND LLC

and

MEDIACOM BROADBAND CORPORATION,

as Issuers

and

THE BANK OF NEW YORK,

as Trustee

Indenture

Dated as of June 29, 2001

11% Senior Notes due 2013

Reconciliation and tie between Trust Indenture Act
of 1939 and Indenture, dated as of June 29, 2001/1/

Trust Indenture Act Section	Indenture Section
(s)310(a)(1)	608
(s)310(a)(2)	608
(s)310(b)	609
(s)311	605
(s)312(a)	701
(s)312(b)	115,702
(s)312(c)	702,115
(s)313(a)	703
(s)313(b)	703
(s)313(c)	703
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(s)314(c)(1)	102
(s)314(c)(2)	102
(s(314(e)	102
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(s)315(d)	601(c),603
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(s)316(a)(1)(B)	513
(s)316(b)	508
(s)316(c)	104(iv)
(s)317(a)(1)	503
(s)317(a)(2)	504
(s(317(b)	1003
(s)318(a)	111

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

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INDENTURE, dated as of June 29, 2001 between MEDIACOM BROADBAND LLC, a Delaware limited liability company, MEDIACOM BROADBAND CORPORATION, a Delaware corporation, 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) 11% Senior Notes due 2013 (the "Initial Notes") and (ii) the Exchange Notes, if any (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.

"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.

"Act" shall have the meaning ascribed thereto in Section 104.

"Additional Interest" shall have the meaning ascribed thereto in Section 203.

"Additional Notes" shall have the meaning ascribed thereto in Section 301.

"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 Broadband LLC; (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 Person described in clause (i) or (ii) above has a beneficial interest; and (iv) any corporation or other organization of which any such Person 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.

"Agent Members" shall have the meaning ascribed thereto in Section 306.

"Asset Acquisition" means (i) an Investment by Mediacom Broadband LLC 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 Broadband LLC or any Restricted Subsidiary or (ii) any acquisition by Mediacom Broadband LLC 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 Broadband LLC or any Wholly

Owned Restricted Subsidiary or any Controlled Subsidiary, in one transaction or a series of related transactions, of: (i) any Equity Interest in any Restricted Subsidiary; (ii) any material license, franchise or other authorization of Mediacom Broadband LLC or any Restricted Subsidiary; (iii) any assets of Mediacom Broadband LLC or any Restricted Subsidiary which constitute substantially all of an operating unit, a division or a line of business of Mediacom Broadband LLC or any Restricted Subsidiary; or (iv) any other property or asset of Mediacom Broadband LLC 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 Broadband LLC 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 $5,000,000 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC or any Restricted Subsidiary and another Person or group of affiliated Persons (including, without limitation, any Person or group of affiliated Persons that is an Affiliate of Mediacom Broadband LLC and the Restricted Subsidiaries; provided that such transaction is otherwise in compliance with Section 1009) 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 Broadband LLC 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 Broadband LLC 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.

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

"AT&T Acquisition Agreements" means, collectively, the AT&T Georgia Acquisition Agreement, the AT&T Illinois Acquisition Agreement, the AT&T Iowa Acquisition Agreement and the AT&T Missouri Acquisition Agreement.

"AT&T Acquisitions" means each of the AT&T Georgia Acquisition, the AT&T Illinois Acquisition, the AT&T Iowa Acquisition and the AT&T Missouri Acquisition.

"AT&T Acquisitions Contributions" means the capital contributions and preferred equity investment in the amount of $873,700,000 to be made in Mediacom Broadband LLC by Mediacom Communications and/or one or more of its direct or indirect Subsidiaries in connection with the AT&T Acquisitions as contemplated by and described in the Offering Memorandum; provided that "AT&T Acquisitions Contributions" shall be deemed not to include any additional amounts contributed by Mediacom Communications to the extent that such amounts represent proceeds received by Mediacom Communications from the issuance of its securities upon the exercise of over-allotment options relating to the issuance of its Class A common stock and convertible senior notes.

"AT&T Georgia Acquisition" means the acquisition of the AT&T cable systems located in Georgia as provided for in the AT&T Georgia Acquisition Agreement.

"AT&T Georgia Acquisition Agreement" means the Asset Purchase Agreement dated as of February 26, 2001 by and among Mediacom Communications and the Affiliates of AT&T party thereto relating to the AT&T cable systems located in Georgia.

"AT&T Illinois Acquisition" means the acquisition of the AT&T cable systems located in southern Illinois as provided for in the AT&T Illinois Acquisition Agreement.

"AT&T Illinois Acquisition Agreement" means the Asset Purchase Agreement dated as of February 26, 2001 by and among Mediacom Communications and the Affiliates of AT&T party thereto relating to the AT&T cable systems located in Southern Illinois.

"AT&T Iowa Acquisition" means the acquisition of the AT&T cable systems located in Iowa and Illinois as provided for in the AT&T Iowa Acquisition Agreement.

"AT&T Iowa Acquisition Agreement" means the Asset Purchase Agreement dated as of February 26, 2001 by and among Mediacom Communications and the Affiliates of AT&T party thereto relating to the AT&T cable systems located in Iowa and Illinois.

"AT&T Missouri Acquisition" means the acquisition of the AT&T cable systems located in central Missouri as provided for in the AT&T Missouri Acquisition Agreement.

"AT&T Missouri Acquisition Agreement" means the Asset Purchase Agreement dated as of February 26, 2001 by and among Mediacom Communications and the Affiliates of AT&T party thereto relating to the AT&T cable systems located in central Missouri.

"Authentication Order" shall have the meaning ascribed thereto in Section 303.

"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 11, 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 consistently applied 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 the 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.

"Certificated Notes" shall have the meaning ascribed thereto in Section 306.

"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 "bene-

ficial 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 in Mediacom Broadband LLC; (ii) Mediacom Broadband LLC consolidates with, or merges with or into, another Person (other than a Wholly Owned Restricted Subsidiary) or Mediacom Broadband LLC or any of its Subsidiaries sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of the assets of Mediacom Broadband LLC and its Subsidiaries (determined on a consolidated basis) to any Person (other than Mediacom Broadband LLC 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 in Mediacom Broadband LLC, "beneficially own" (as so determined), directly or indirectly, more than 50% of the total voting power of the then outstanding Voting Equity Interests in the surviving or transferee Person; (iii) Mediacom Broadband LLC 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 Broadband LLC shall consist of Persons who are not Continuing Members; or (v) Mediacom Broadband LLC ceases to own 100% of the issued and outstanding Equity Interests of Mediacom Broadband Corporation, other than by reason of a merger of Mediacom Broadband Corporation into and with a corporate successor to Mediacom Broadband LLC; 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) Mediacom Communications (or any successor thereto), or a Person (or successor thereto) more than 50% of the total voting power of the then outstanding Voting Equity Interests of which is beneficially owned, directly or indirectly, by Mediacom Communications (or any successor thereto), continues to be the manager of Mediacom Broadband LLC (or the surviving or transferee Person in the case of clause (ii) above) pursuant to the Operating Agreement and Rocco B. Commisso continues to be the chief executive officer or chairman of Mediacom Communications (or any successor thereto), (B) Rocco B. Commisso, or a Person more than 50% of the total voting power of the then outstanding Voting Equity Interests of which is beneficially owned, directly or indirectly, by Rocco B. Commisso and the other Permitted Holders together with their respective designees, becomes the manager of Mediacom Broadband LLC (or the surviving or transferee Person in the case of clause (ii) above) or (C) Rocco B. Commisso becomes and thereafter continues to be the chief executive officer or chairman of Mediacom Broadband LLC (or the surviving or transferee Person in the case of clause (ii) above).

"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.

"Clearstream" shall have the meaning ascribed thereto in Section 307.

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

"Collateral" shall have the meaning ascribed thereto in the Escrow Agreement.

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

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

"Consolidated Income Tax Expense" means, with respect to Mediacom Broadband LLC for any period, the provision for federal, state, local and foreign income taxes payable by Mediacom Broadband LLC 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 Broadband LLC and the Restricted Subsidiaries for any period, without duplication, the sum of: (i) the interest expense of Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC or any Restricted Subsidiary; (iv) net income (loss) of any other Person combined with Mediacom Broadband LLC or any Restricted Subsidiary on a "pooling of interests" basis attrib-

utable to any period prior to the date of combination; (v) net income (loss) of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income (loss) is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or the holders of its Equity Interests; (vi) the cumulative effect of a change in accounting principles after the Issue Date; (vii) net income (loss) attributable to discontinued operations; (viii) management fees payable to Mediacom Communications and its Affiliates pursuant to management agreements with Mediacom Broadband LLC 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 Broadband LLC'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 in Mediacom Broadband LLC and the Restricted Subsidiaries outstanding as of such date of determination, less the obligations of Mediacom Broadband LLC 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 Broadband LLC on the date of this Indenture; (ii) was nominated for election or elected to the Executive Committee of Mediacom Broadband LLC 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 Broadband LLC or by one or more Wholly Owned Restricted Subsidiaries or Controlled Subsidiaries or by Mediacom Broadband LLC and one or more Wholly Owned Restricted Subsidiaries or Controlled Subsidiaries; (ii) of which Mediacom Broadband LLC 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.

"Covenant Defeasance" shall have the meaning ascribed thereto in Section 1203.

"Cumulative Credit" means the sum of: (i) $25,000,000; plus (ii) the aggregate Net Cash Proceeds received by Mediacom Broadband LLC or a Restricted Subsidiary from the issue or sale (other than to a Restricted Subsidiary) of Equity Interests in Mediacom Broadband LLC or a Restricted Subsidiary (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) on or after the Issue Date; 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 Broadband LLC or any Restricted Subsidiary which have been converted into or exchanged for Equity Interests in Mediacom Broadband LLC or a Restricted Subsidiary (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) on or after the Issue Date; plus (iv) cumulative Operating Cash Flow from and after the Issue Date, to the end of the fiscal quarter immediately preceding the date of the proposed Restricted Payment, or, if cumulative Operating Cash Flow for such period is negative, minus the amount by which cumulative Operating Cash Flow is less than zero; plus (v) to the extent not already included in Operating Cash Flow, if any Investment constituting a Restricted Payment that was made after the Issue Date is sold or otherwise liquidated or repaid or any Unrestricted Subsidiary which was designated as an Unrestricted Subsidiary after the Issue Date 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 from and after the Issue Date, 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 to have been a Restricted Subsidiary at any time during such Measurement Period; and (III) if Mediacom Broadband LLC 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.

"Defaulted Interest" shall have the meaning ascribed thereto in Section 301.

"Depositary" means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depositary institution hereafter appointed by Mediacom Broadband LLC.

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

"Disqualified Equity Interest" means (i) any Equity Interest issued by Mediacom Broadband LLC 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.

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

"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 or sale (including, without limitation, to any Affiliate) by Mediacom Broadband LLC 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, in each case, other than in connection with the AT&T Acquisitions Contributions.

"Escrow Account" means the escrow account created pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow and Pledge Agreement dated as of the Issue Date among the Issuers, The Bank of New York, as Securities Intermediary, and the Trustee, as the same may be amended from time to time.

"Euroclear" shall have the meaning ascribed thereto in Section 307.

"Event of Default" shall have the meaning ascribed thereto in Section 501.

"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 Notes" means the 11% Notes due 2013 to be issued pursuant to this Indenture in connection with a registration pursuant to the Registration Rights Agreement.

"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 Broadband LLC 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 Broadband LLC, or management committee, board of directors or similar governing body responsible for the management of the business and affairs of Mediacom Broadband LLC or any committee of such governing body; (ii) if Mediacom Broadband LLC were to be reorganized as a corporation, the board of directors of Mediacom Broadband LLC; and (iii) if Mediacom Broadband LLC 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).

"Funding Guarantor" shall have the meaning ascribed thereto in Section 1303.

"Future Subsidiary Credit Facilities" means one or more debt facilities (other than the Subsidiary Credit Facility) 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 Broadband LLC 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.

"Global Notes" shall have the meaning ascribed thereto in Section 201.

"Guarantor" means any Subsidiary of Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 consistently applied, 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 Broadband LLC 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 consistently applied). 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.

"Initial Notes" shall have the meaning ascribed thereto in the introductory paragraph to this Indenture.

"Institutional Accredited Investor Certificated Note" shall have the meaning ascribed thereto in Section 201.

"Institutional Accredited Investor Note" shall have the meaning ascribed thereto in Section 201.

"Issuers" means Mediacom Broadband LLC and Mediacom Broadband Corporation, as joint and several obligors under the Notes, until a successor replaces either such party in accordance with the terms of this Indenture.

"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 Facility or any Future Subsidiary Credit Facility. If Medi-

acom Broadband LLC or any Restricted Subsidiary sells or otherwise disposes of any Voting Equity Interest in any direct or indirect Restricted Subsidiary such that, after giving effect to such sale or disposition, Mediacom Broadband LLC no longer owns, directly or indirectly, greater than 50% of the outstanding Voting Equity Interests in such Restricted Subsidiary, Mediacom Broadband LLC 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 in 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.

"Legal Defeasance" shall have the meaning ascribed thereto in Section 1202.

"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).

"Management Agreements" means the Management Agreements dated as of June 6, 2001 by and between Mediacom Communications and each of MCC Georgia, MCC Illinois, MCC Iowa and MCC Missouri, as the same may be amended, supplemented or modified from time to time.

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

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

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

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

"Mediacom Broadband Corporation " means Mediacom Broadband Corporation, a Delaware corporation, and a wholly owned Subsidiary of Mediacom Broadband LLC.

"Mediacom Broadband Group Credit Agreement" means the proposed credit agreement by and among MCC Georgia, MCC Illinois, MCC Iowa and MCC Missouri and The Chase Manhattan Bank, as Administrative Agent, and the Lenders party thereto establishing a reducing revolving credit facility and term loan.

"Mediacom Broadband LLC" means Mediacom Broadband LLC, a Delaware limited liability company.

"Mediacom Broadband Preferred Membership Interest" means the $150.0 million 12.0% preferred membership interest of Mediacom Broadband LLC issued to Mediacom Communications and/or one or more of its direct or indirect Subsidiaries in connection with the AT&T Acquisitions.

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

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

"Net Cash Proceeds" means, with respect to any issuance or sale of Equity Interests, the proceeds in the form of cash or Cash Equivalents received by Mediacom Broadband LLC or any Restricted Subsidiary of such issuance or sale and 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.

"Net Offering Proceeds" shall have the meaning ascribed thereto in Section 1019.

"Non-Recourse Indebtedness" means Indebtedness of a Person (i) as to which neither 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 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 Broadband LLC, a Restricted Subsidiary or an Unrestricted Subsidiary); provided, however, that Mediacom Broadband LLC 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" means the 11% Senior Notes due July 15, 2013 to be issued by Mediacom Broadband LLC and Mediacom Broadband Corporation.

"Offering Memorandum" means the Offering Memorandum dated June 22, 2001 pursuant to which the Initial Notes were offered.

"Officer" means the Chairman, the Chief Executive Officer, any Senior Vice President, the Treasurer or the Secretary of Mediacom Broadband Corporation, or in the case of Mediacom Broadband LLC, of its managing member.

"Officers' Certificate" means a certificate signed by two Officers of each Issuer.

"Operating Agreement" means the Amended and Restated Operating Agreement of Mediacom Broadband LLC dated as of June 29, 2001 as the same may be amended, supplemented or modified from time to time.

"Operating Cash Flow" means, with respect to Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC or the Trustee.

"Other Indebtedness" shall have the meaning ascribed thereto in Section 1017.

"Other Pari Passu Debt" means Indebtedness of Mediacom Broadband LLC 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 Broadband LLC or any Restricted Subsidiary is required to use Available Asset Sale Proceeds to repay or make an offer to purchase, prepay 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 Broadband LLC or any Restricted Subsidiary is required to use the applicable Available Asset Sale Proceeds to offer to repay or make an offer to purchase, prepay 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC of Equity Interests in a Restricted Subsidiary in connection with the 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 Broadband LLC is limited to the value of the Equity Interests so pledged; (vi) Liens resulting from the pledge by Mediacom Broadband LLC of intercompany indebtedness owed to Mediacom Broadband LLC in connection with the 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 Broadband LLC; (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 Broadband LLC 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 in-

directly, Equity Interests in Mediacom Broadband LLC; (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; or (v) any trust for the benefit of any such trust.

"Permitted Indebtedness" shall have the meaning ascribed thereto in Section 1008.

"Permitted Investments" means: (i) Cash Equivalents; (ii) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, perormance 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 Issue Date, and any amendment, modification, extension or renewal thereof to the extent such amendment, modification, extension or renewal does not require Mediacom Broadband LLC 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 Broadband LLC; (vii) any Investment consisting of a guarantee permitted under clause (e) of the second paragraph of Section 1008; (viii) Investments in Mediacom Broadband LLC, 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 Broadband LLC or a Wholly Owned Restricted Subsidiary or a Controlled Subsidiary; (ix) loans and advances to officers, directors and employees of Mediacom Communications, Mediacom Broadband LLC 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 Broadband LLC; (xi) Related Business Investments; and (xii) other Investments made pursuant to this clause (xii) at any time, and from time to time, after the Issue Date, 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 $25,000,000.

"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' 11% Senior Notes due 2013, if and when issued pursuant to a Private Exchange for Initial Notes or Additional Notes.

"Private Placement Legend" shall have the meaning ascribed thereto in Section 202.

"Productive Assets" means assets of a kind used or useable by Mediacom Broadband LLC 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 in 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.

"refinancing" shall have the meaning ascribed thereto in Section 1008.

"Registration Rights Agreement" means the Registration Rights Agreement dated as of June 29, 2001 by and among Mediacom Broadband LLC, Mediacom Broadband Corporation and Salomon Smith Barney Inc., Credit Suisse First Boston Corporation, J.P. Morgan Securities Inc., BMO Nesbitt Burns Corp., Dresdner Kleinwort Wasserstein - Grantchester, Inc., Scotia Capital (USA), Inc., SunTrust Equitable Securities Corporation, BNY Capital Markets, Inc., and Mizuho International plc.

"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.

"Registration Statement" means either an Exchange Offer Registration Statement or a Shelf Registration Statement.

"Regulation S Global Note" shall have the meaning ascribed thereto in Section 201.

"Regulation S Note" shall have the meaning ascribed thereto in Section 201.

"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 Broadband LLC 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 (including, without limitation, any Affiliate of Mediacom Broadband LLC) primarily engaged in a Related Business; and (iii) any customary depos-

its or earnest money payments made by Mediacom Broadband LLC 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 Broadband LLC or of any Restricted Subsidiary (other than with respect to Disqualified Equity Interests and other than any dividend made to Mediacom Broadband LLC or another Restricted Subsidiary or any dividend payable in Equity Interests (other than Disqualified Equity Interests) in Mediacom Broadband LLC or any Restricted Subsidiary); (ii) any distribution (whether made in cash, property or securities) on or with respect to any Equity Interests of Mediacom Broadband LLC or of any Restricted Subsidiary (other than with respect to Disqualified Equity Interests and other than any distribution made to Mediacom Broadband LLC or another Restricted Subsidiary or any distribution payable in Equity Interests (other than Disqualified Equity Interests) in Mediacom Broadband LLC or any Restricted Subsidiary); (iii) any redemption, repurchase, retirement or other direct or indirect acquisition of any Equity Interests in Mediacom Broadband LLC (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; (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 (but not including a Permitted Investment).

"Restricted Subsidiary" means any Subsidiary of Mediacom Broadband LLC that has not been designated by the Executive Committee of Mediacom Broadband LLC 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.

"Rule 144A Global Note" shall have the meaning ascribed thereto in Section 201.

"Rule 144A Note" shall have the meaning ascribed thereto in Section 201.

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shelf Registration Statement" shall have 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 Broadband LLC's most recent quarterly consolidated balance sheet, constituted at least 10% of Mediacom Broadband LLC'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 Broadband LLC's most recent quarterly consolidated statement of income which constituted at least 10% of Mediacom Broadband LLC'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 Broadband LLC's most recent quarterly consolidated statement of income which constituted at least 10% of Mediacom Broadband LLC's total Operating Cash Flow on a consolidated basis for such period.

"Special Interest Payment Date" shall have the meaning ascribed thereto in Section 311.

"Special Record Date" shall have the meaning ascribed thereto in Section 311.

"Special Redemption" shall have the meaning ascribed thereto in Section 1109.

"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 with respect to any Person, any other Person the majority of whose voting stock, membership interests or other Voting Equity Interests is or are owned by such Person or another Subsidiary of such Person. Voting stock in a corporation is Equity Interests having voting power under ordinary circumstances to elect directors.

"Subsidiary Credit Facility" means the Mediacom Broadband Group 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 Broadband LLC 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 $1,400,000,000 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 $1,400,000,000 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.

"Successor Guarantor" shall have the meaning ascribed thereto in Section 801.

"TIA" or "Trust Indenture Act" means the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 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 Broadband LLC 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 Broadband LLC or by

one or more Wholly Owned Restricted Subsidiaries or by Mediacom Broadband LLC 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 ss. 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 com-

ply 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 QIBs in the United States of America ("Rule 144A Note") shall be issued on the Issue Date, and Additional Notes offered and sold to QIBs 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 (as defined in Regulation S under the Securities Act) ("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 subsequently 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 one or more permanent certificated Notes substantially in the form set forth in Sections 203 and 204 (an "Institutional Accredited Investor Certificated Note"), duly executed by the Issuers and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Institutional Accredited Investor Certificated Notes may from time to time be increased or decreased as hereinafter provided.

The Rule 144A Global Note and the Regulation S 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 Broadband LLC, 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 Certificated 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") AND NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN (OR THEREIN) MAY BE OFFERED, 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, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS SECURITY, AGREES FOR THE BENEFIT OF THE ISSUERS THAT THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE THERETO UNDER RULE 144(k) UNDER THE SECURITIES ACT WHICH IS APPLICABLE TO THIS SECURITY (THE "RESALE RESTRICTION TERMINATION DATE") OTHER THAN (1) TO THE ISSUERS OR THEIR RESPECTIVE SUBSIDIARIES, (2) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN EACH CASE TO WHOM NOTICE IS GIVEN THAT THE RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY IF THIS SECURITY IS NOT IN BOOK-ENTRY FORM), (3) INSIDE THE UNITED STATES TO AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A) (1), (2), (3) OR (7) UNDER THE SECURITIES ACT) THAT, PRIOR TO SUCH TRANSFER, FURNISHES TO THE TRUSTEE A SIGNED LETTER CONTAINING VARIOUS REPRESENTATIONS AND AGREEMENTS (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE), (4) TO A NON-"U.S. PERSON" IN AN "OFFSHORE TRANSACTION" (AS SUCH TERMS ARE DEFINED IN REGULATION S UNDER THE SECURITIES ACT) IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY IF THIS SECURITY IS NOT IN BOOK-ENTRY FORM), (5) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, INCLUDING THE EXEMPTION PROVIDED BY RULE

144 UNDER THE SECURITIES ACT, IF AVAILABLE, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL, AND SUBJECT TO THE RIGHT OF THE ISSUERS OR THE TRUSTEE FOR THE SECURITIES PRIOR TO ANY SUCH SALE, PLEDGE OR OTHER TRANSFER PURSUANT TO CLAUSE (5) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON REQUEST OF THE HOLDER ON OR 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 FOR THE BENEFIT OF THE ISSUERS THAT THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE THERETO UNDER RULE 144(k) UNDER THE SECURITIES ACT WHICH IS APPLICABLE TO THIS SECURITY (THE "RESALE RESTRICTION TERMINATION DATE") OTHER THAN (1) TO THE ISSUERS OR THEIR RESPECTIVE SUBSIDIARIES, (2) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN EACH CASE TO WHOM NOTICE IS GIVEN THAT THE RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY IF THIS SECURITY IS NOT IN BOOK-ENTRY FORM), (3) INSIDE THE UNITED STATES TO AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A) (1), (2), (3) OR (7) UNDER THE SECURITIES ACT) THAT, PRIOR TO SUCH TRANSFER, FURNISHES TO THE TRUSTEE A SIGNED LETTER CONTAINING VARIOUS REPRESENTATIONS AND AGREEMENTS (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE), (4) TO A NON-"U.S. PERSON" IN AN "OFFSHORE TRANSACTION" (AS SUCH TERMS ARE DEFINED IN REGULATION S UNDER THE SECURITIES ACT) IN

ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT (AS INDICATED BY THE BOX CHECKED BY THE TRANSFEROR ON THE CERTIFICATE OF TRANSFER ON THE REVERSE OF THIS SECURITY IF THIS SECURITY IS NOT IN BOOK-ENTRY FORM), (5) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, INCLUDING THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL, AND SUBJECT TO THE RIGHT OF THE ISSUERS OR THE TRUSTEE FOR THE SECURITIES PRIOR TO ANY SUCH SALE, PLEDGE OR OTHER TRANSFER PURSUANT TO CLAUSE (5) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON REQUEST OF THE HOLDER ON OR AFTER THE RESALE RESTRICTION TERMINATION DATE. 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.

11% Senior Notes due 2013

No. ___ Principal Amount $_____

CUSIP NO._____

Mediacom Broadband LLC, a Delaware limited liability company, and Mediacom Broadband Corporation, a Delaware corporation, as joint and several obligors promise to pay to, or registered assigns, the principal sum of _____ Dollars on July 15, 2013.

Interest Payment Dates: January 15 and July 15

Record Dates: January 1 and July 1

This Note shall bear interest from June 29, 2001 through July 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 their authorized Officers.

MEDIACOM BROADBAND LLC

By: Mediacom Communications Corporation,
its Managing Member

By: _____
Name:
Title:

By: _____
Name:
Title:

MEDIACOM BROADBAND CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated: , 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]

11% Senior Notes due 2013

1. Interest

Mediacom Broadband LLC, a Delaware limited liability company, and Mediacom Broadband Corporation, a Delaware 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 11% Senior Notes due 2013 (the "Notes") will accrue at a rate of 11% 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 January 15, 2002. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. Additional Interest

The Holder of this Note is entitled to the benefits of the Registration Rights Agreement dated as of June 29, 2001 by and among the Issuers and the initial purchasers of the Notes. Capitalized terms used in this paragraph 2 but not defined herein have the meanings assigned to them in the Registration Rights Agreement. In the event that (i) neither the Exchange Offer Registration Statement nor the Shelf Registration Statement has been filed with the Commission on or prior to the 180th day following the date of the original issuance of the Notes, (ii) the Exchange Offer Registration Statement has not been declared effective on or prior to the 300/th/ day following the date of the original issuance of the Notes, (iii) the Registered Exchange Offer has not been consummated on or prior to the 360/th/ day following the date of the original issuance of the Notes, (iv) notwithstanding the fact that the Issuers have or may consummate a Registered Exchange Offer, the Issuers are required to file a Shelf Registration Statement and such Shelf Registration Statement is not filed on or prior to the 180/th/ day following the date when the Issuers first become obligated to file such Shelf Registration Statement, (v) notwithstanding the fact that the Issuers have or may consummate a Registered Exchange Offer, the Issuers are required to file a Shelf Registration Statement and such Shelf Registration Statement is not declared effective on or prior to the 300/th/ day following the date when the Issuers first become obligated to file such Shelf Registration Statement, or (vi) after the Exchange Offer Registration Statement or the Shelf Registration Statement has been declared effective, such Registration Statement thereafter ceases to be effective or usable in connection with exchanges or resales, as the case may be, of the Notes at any time that the Issuers are obligated to maintain the effectiveness thereof pursuant to the Registration Rights Agreement (each such event referred to in clauses (i) through (vi) above being referred to herein as a "Registration Default"), interest ("Additional Interest") shall accrue (in addition to stated interest on the Notes) from and including the date on which the first such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured, at a rate per annum equal to 0.25% of the principal amount of the Notes; provided, however, that such rate per annum shall increase by an additional 0.25% per annum from and including the 91/st/ day after the first such Registration Default (and each successive 91/st/ day thereafter) unless and until all Registration Defaults have been cured; provided further, however, that in no event shall the Additional Interest accrue at a rate in excess of 1.00% per annum. The Additional Interest

will be payable in cash semiannually in arrears each interest payment date. Whenever in this Note or in the Indenture a reference is made to interest on the Notes, such reference shall be deemed to also be a reference to Additional Interest, if any, due on the Notes.

3. 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.

4. 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 Holder of the Notes.

5. Indenture

The Issuers issued the Notes under an Indenture dated as of June 29, 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 Holders of the Notes 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 $400,000,000 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 $400,000,000 aggregate principal amount of Addi-

tional Notes having substantially identical terms and conditions as the Initial Notes. This Note is one of the Initial2 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 Broadband LLC and its Restricted Subsidiaries, the sale or transfer of assets, investments of Mediacom Broadband LLC and its Restricted Subsidiaries and transactions with Affiliates. In addition, the Indenture limits the ability of Mediacom Broadband LLC and its Restricted Subsidiaries to restrict distributions and dividends from Restricted Subsidiaries.

6. Optional Redemption

Except as set forth below, the Notes are not redeemable prior to July 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 July 15 in the year indicated below, in each case together with accrued and unpaid interest and Additional Interest, if any, thereon to the date of redemption:

Period	Redemption Price
2006.....	105.500%
2007.....	103.667%
2008.....	101.833%
2009 and thereafter.....	100.000%

In addition, at any time and from time to time, on or prior to July 15, 2004, the Issuers may redeem up to 35% of the original principal amount of the 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 111% of the principal to be redeemed plus accrued and unpaid interest and Additional Interest, if any, thereon 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.

_____

2 Include only for the Initial Notes or Additional Notes.

7. 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; provided that, if a partial redemption is made with the proceeds of any Equity Offering, selection of the Notes or portions thereof for redemption shall be made by the Trustee only on a pro rata basis or on as nearly a pro rata basis as is practicable (subject to DTC procedures). 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 the Indenture.

8. Change of Control

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 a Change of Control Offer at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest and Additional Interest, 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).

9. 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.

10. Persons Deemed Owners

The registered holder of this Note may be treated as the owner of it for all purposes.

11. 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.

12. 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.

13. 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 Eight 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 TIA, or to make any change that does not adversely affect the rights of any Noteholder.

14. 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 Additional Interest, 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 $25,000,000 or more of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom Broadband LLC 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, (v) any final judgment or judgments for the payment of money in excess of $25,000,000 (net of amounts covered by insurance) is rendered against the Issuers or a Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom Broadband LLC, 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, (vi) the guarantee of any Guarantor ceasing to be in full force and effect or (vii) any failure to perform or comply with the provisions of the Escrow Agreement or Sections 1019 or 1109 of the Indenture. 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 Re-

stricted 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 limited 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.

Holders of the Notes 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 Holders of the Notes 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.

15. 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.

16. 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.

17. 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.

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 Holders of the Notes. 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.

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 Broadband LLC 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 Broadband LLC
100 Crystal Run Road
Middletown, New York 10941
Attention: Chief Financial Officer

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 [_] required 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 (provided that the holder of such Note shall have furnished to the Trustee a signed letter containing certain representations and agreements (the form of which letter appears as Section 309 of the Indenture)); 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 309 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 to the extent provided in this Indenture, prior to registering any such transfer of the Notes, in their sole discretion, such legal opinions, certifications and other information as the Trustee or the Issuers may reasonably request to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 under such Act.

_____
Signature

Signature Guarantee:

_____
(Signature must be guaranteed)

_____
Signature

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions) with membership in the Securities Transfer Agents Medallion Program ("STAMP") or such other signature guarantee medallion program as may be ap-

proved by the Note Registrar in addition to or substitution for STAMP, pursuant to SEC Rule 17Ad-15.]/3/

/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 $400,000,000 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 $400,000,000 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 "11% Senior Notes due 2013," and the Exchange Notes shall be known and designated as the "11% Senior Notes due 2013," in each case, of the Issuers. The Notes will initially be issued in an aggregate principal amount of $400,000,000 with a Stated Maturity of July 15, 2013. Interest on the Notes will accrue at a rate per annum of 11% 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 January 15, 2002. 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 June 29, 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 and in connection with an Excess Proceeds Offer as provided in Section 1013.

The Notes may be subject to Special Redemption repurchase by the Issuers as provided in Section 1109.

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 Broadband LLC, 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) 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 certification and/or other information satisfactory to each of them;

(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 certification and/or other information satisfactory to each of them; and

(iv) a transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein pursuant to any other available exemption from the registration requirements of the Securities Act, including the exemption provided by Rule 144 under the Securities Act, shall be made upon receipt by the Trustee or its agent, if requested by the Issuers or the Trustee, 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 certification and/or other information satisfactory to each of them;

(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 certification and/or other information satisfactory to each of them; and

(iv) a transfer of a Regulation S Note or a beneficial interest therein pursuant to any other available exemption from the registration requirements of the Securities Act, including the exemption provided by Rule 144 under the Securities Act, shall be made upon receipt by the Trustee or its agent, if requested by the Issuers or the Trustee, 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 Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear") or Clearstream Banking, societe anonyme ("Clearstream") (as indirect participants in DTC) or another agent member of Euroclear and Clearstream acting for and on behalf of them, unless exchanged for interests in the Rule 144A 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 or for Certificated Notes only in accordance with the requirements described in Section 201.

After the expiration of the Distribution Compliance Period, interests in the Regulation S Note may be transferred without requiring certification set forth in Section 308 or 309 or any additional certification.

(c) Private Placement Legend. Upon the transfer, exchange or
    ----
replacement of Notes not bearing the Private Placement Legend, the Note Registrar shall deliver Notes that do not

bear the Private Placement Legend. Upon the transfer, exchange or replacement of Notes bearing the Private Placement Legend, the Note Registrar shall deliver only Notes that bear the Private Placement Legend unless there is delivered to the Note Registrar an Opinion of Counsel reasonably satisfactory to the Issuers and the Trustee to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

(d) General. By its acceptance of any Note bearing the Private Placement Legend, each Holder of such a Note acknowledges the restrictions on transfer of such Note set forth in this Indenture and in the Private Placement Legend and agrees that it will transfer such Note only as provided in this Indenture.

(e) The Issuers shall deliver to the Trustee an Officers' Certificate setting forth the dates on which the Distribution Compliance Period terminates.

The Note Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 306 or this Section 307. The Issuers shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Note Registrar.

(f) No Obligation of the Trustee. (i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or other Person with respect to any ownership interest in the Notes, with respect to the accuracy of the records of the Depositary 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 Depositary) 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 Depositary 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 Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may rely and shall be fully protected and indemnified pursuant to Section 607 in relying upon information furnished by the Depositary 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 Depositary 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 BROADBAND LLC
MEDIACOM BROADBAND 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 11% Senior Notes due 2013 (the "Notes") of Mediacom Broadband LLC and Mediacom Broadband 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," 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 expiration of the holding period applicable thereto under Rule 144(k) under the Securities Act which is applicable to this security (the "Resale Restriction Termination Date") other than (1) to the Issuers or their respective Subsidiaries, (2) so long as this security is eligible for resale pursuant to Rule 144A under the Securities Act ("Rule 144A"), to a person who the seller reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A purchasing for its own account or for the account of a qualified institutional

buyer, in each case to whom notice is given that the resale, pledge or other transfer is being made in reliance on Rule 144A (as indicated by the box checked by the transferor on the certificate of transfer on the reverse of the security if this security is not in book-entry form), (3) inside the United States to an institutional "accredited investor" (as defined in Rule 501(a) (1), (2), (3) or (7) under the Securities Act) that, prior to such transfer, furnishes to the Trustee a signed letter containing various representations and agreements (the form of which letter can be obtained from the trustee), (4) to a non-"U.S. Person" in an "offshore transaction" (as such terms are defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act (as indicated by the box checked by the transferor on the certificate of transfer on the reverse of the security if the security is not in book-entry form), (5) pursuant to any other available exemption from the registration requirements of the Securities Act, including the exemption provided by Rule 144 under the Securities Act, if available, or (6) pursuant to an effective registration statement under the Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control, and subject to the right of the Issuers or the Trustee for the Notes prior to any such sale, pledge or other transfer pursuant to clause (5) above to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to each of them.

TRANSFEREE:

BY:

Upon transfer the Notes would be registered in the name of the new beneficial owner as follows:

Name	Address	Taxpayer ID Number:
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Very truly yours,

[Name of Transferor]

By:

Name:
Title:

Signature Medallion Guaranteed

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 Broadband LLC and Mediacom Broadband Corporation (the "Issuers") 11% 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 prede-

cessor 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. Whenever in this Indenture or the Notes a reference is made to interest on the Notes, such reference shall be deemed to also be a reference to Additional Interest, if any, due on the Notes.

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 U.S. 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 Additional Interest, 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 $25,000,000 or more of the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom Broadband LLC 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 $25,000,000 (net of amounts covered by insurance) is rendered against the Issuers or any Significant Subsidiary or any group of Restricted Subsidiaries of Mediacom Broadband LLC, 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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;

(viii) the guarantee of any Guarantor 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 the guarantee of such Guarantor; or

(ix) the failure by the Issuers to (i) comply with any covenant, representation, warranty or other agreement contained in the Escrow Agreement or (ii) comply with the terms of Section 1019 or 1109 of this Indenture.

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 Broadband LLC, 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 Additional Interest, 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 Additional Interest, 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 Additional Interest, 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 Additional Interest, if any, on such Note on the respective Stated Maturi-

ties 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 Section 908, 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 TIA (S) 315, 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 Additional Interest, 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 Additional Interest, 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 shoulld 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 Issuers 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 Mediacom Broadband LLC'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 harm

less 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 (provided that for so long as Mediacom Broadband LLC or any successor Person is a limited liability company or partnership there must be a co-issuer of the Notes that is a Wholly Owned Restricted Subsidiary of Mediacom Broadband LLC and that is a corporation 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 Broadband LLC 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 shall 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 either the guarantee of such Guarantor is being released in accordance with Section 1017 or:

(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 Broadband LLC 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, and may modify, amend or supplement the Escrow Agreement 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 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 and may modify, amend or supplement the Escrow Agreement; provided, however, that no such supplemental indenture or modification, amendment or supplement to the Escrow Agreement 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 Additional Interest 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 Additional Interest 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 Holders of the Notes to waive defaults; or

(iv) adversely affect the ranking of the Notes or the guarantees, if any; or

(v) make any change to Section 1019 or 1109 of this Indenture or to the Escrow Agreement which would adversely affect the rights of any of the Holders of the Notes; or

(vi) reduce the aforesaid percentage of Notes, the consent of the holders of which is required for any such modification; or

(vii) 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 Additional Interest 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 Additional Interest 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.

SECTION 908. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver, consent or notice, Notes owned by any Issuer or any of its Affiliates shall be considered as though they are not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Trust Officer of the Trustee actually knows are so owned shall be so considered. Each Issuer shall notify the Trustee, in writing, when it or any of its Affiliates repurchases or otherwise acquires Notes and of the aggregate principal amount of such Notes so repurchased or otherwise acquired.

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 Additional Interest, 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 any Issuer 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 their 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, if any) or interest (and Additional Interest, if any) 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, if any) or interest (and Additional Interest, if any) 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 anypayment of principal (and premium, if any) or interest (and Additional Interest, if any); 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 by the Issuers, in trust for the payment of the principal of (or premium, if any) or interest (or Additional Interest, if any) on any Note and remaining unclaimed for two years after such principal, premium, interest or Additional 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 their limited liability company or corporate existence, as the case may be, and that of each Restricted Subsidiary and the limited liability company or corporate rights, as the case may be (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 Broadband LLC shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Issuers and each of Mediacom Broadband LLC'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 their respective 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 their respective Restricted Subsidiaries, taken as a whole.

SECTION 1007. Limitation on Restricted Payments.

(a) So long as any of the Notes remain outstanding, Mediacom Broadband LLC 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 Broadband LLC would not be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio of the first paragraph of Section 1008, or (iii) immediately after giving effect to any such Restricted Payment, the aggregate of all Restricted Payments which shall have been made on or after the Issue Date (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) 1.2 times Cumulative Interest Expense.

(b) The provisions of paragraph (a) of this Section 1007 shall not prevent: (1) the retirement of any of Mediacom Broadband LLC's Equity Interests in exchange for, or out of the proceeds of, the substantially concurrent sale (other than to a Subsidiary of Mediacom Broadband LLC or an employee stock ownership plan or to a trust established by Mediacom Broadband LLC or any Subsidiary of Mediacom Broadband LLC for the benefit of its employees) of Equity Interests (other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) in Mediacom Broadband LLC; (2) 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; (3) 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; (4) payments of compensation to officers, directors and employees of Mediacom Broadband LLC or any Restricted Subsidiary so long as the Executive Committee or the manager of Mediacom Broadband LLC in good faith shall have approved the terms thereof; (5)(a) the payment of dividends on any Equity Interests in Mediacom Broadband LLC following the issuance thereof in an amount per annum of up to 6% of the net proceeds received by Mediacom Broadband LLC from an Equity Offering of such Equity Interests and (b) the payment of cash dividends on the amount of the Mediacom Broadband Preferred Membership Interest at a rate not to exceed 6% per annum; (6)(a) the payment of management fees, and any related reimbursement of expenses, to Mediacom Communications or any Affiliate thereof pursuant to the Management Agreements and (b) the reimbursement of expenses and the making of payments in respect of indemnification obligations to Mediacom Communications or any Affiliate thereof pursuant to the Operating Agreement, in each case, other than any dividend or distribution (whether made in cash, property or securities) on or with respect to any Equity Interests in Mediacom Broadband LLC or any redemption, repurchase, retirement or other direct or indirect acquisition of any Equity Interests in Mediacom Broadband LLC, 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; (7) 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 (7) unless, after giving effect to such transaction (and the Incurrence of any Indebtedness in connection therewith and the use of the proceeds thereof), Mediacom Broadband LLC would be able to Incur $1.00 of additional Indebtedness under the Debt to Operating Cash Flow Ratio in 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 6.5 to 1.0; (8) 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 Broadband LLC or an employee stock ownership plan or to a trust established by Mediacom Broadband LLC or any Subsidiary of Mediacom Broadband LLC (for the benefit of its employees) of Equity Interests (other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) in Mediacom Broadband LLC or Subordinated Obligations of Mediacom Broadband LLC; (9) the payment of any dividend or distribution on or with respect to any Equity Interests in any Restricted Subsidiary to the holders of its Equity Interests on a pro rata basis; (10) 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; (11) during the period Mediacom Broadband LLC 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 Broadband LLC in an amount not to exceed the aggregate amount of tax distributions, if any, permitted to be made by Mediacom Broadband LLC to its members under the Operating Agreement (such amount not to include amounts in respect of taxes resulting from Mediacom Broadband LLC's reorganization as or change in the status to a corporation); (12) the payment by any Restricted Subsidiary to Mediacom Broadband LLC 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; (13) the distribution of any Investment originally made by Mediacom Broadband LLC or any Restricted Subsidiary pursuant to clause (a) of this Section 1007 to holders of Equity Interests in Mediacom Broadband LLC or such Restricted Subsidiary, as the case may be; and (14) additional Restricted Payments in an aggregate amount not to exceed $25,000,000; provided, however, that in the case of clauses (2), (5), (7), (9), (10), (13) and (14) 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 (1), (2), (5) and (8) 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 Broadband LLC 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 Broadband LLC'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 Broadband LLC 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 Broadband LLC 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 8.5 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 such Initial Notes, the Private Exchange Notes issued in exchange for such Initial Notes and this Indenture;

(b) Indebtedness and Disqualified Equity Interests in Mediacom Broadband LLC 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 Facility (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 6.5 to 1.0; pro-

vided, 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 Facility and the Future Subsidiary Credit Facilities) outstanding as of the Determination Date (as defined in the definition of 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 definition of term "Debt to Operating Cash Flow Ratio");

(d) Indebtedness and Disqualified Equity Interests in (x) any Restricted Subsidiary owed to or issued to and held by Mediacom Broadband LLC or any other Restricted Subsidiary and (y) Mediacom Broadband LLC 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 in Mediacom Broadband LLC or a Restricted Subsidiary referred to in this clause (d) to any Person (other than Mediacom Broadband LLC or a Restricted Subsidiary), (ii) any sale or other disposition of Equity Interests in a Restricted Subsidiary which holds Indebtedness or Disqualified Equity Interests in Mediacom Broadband LLC 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 in Mediacom Broadband LLC as an Unrestricted Subsidiary;

(e) guarantees by any Restricted Subsidiary of Indebtedness of Mediacom Broadband LLC or any other Restricted Subsidiary Incurred in accordance with the provisions of this Indenture;

(f) Hedging Agreements of Mediacom Broadband LLC or any Restricted Subsidiary relating to any Indebtedness of Mediacom Broadband LLC 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 in Mediacom Broadband LLC or any Restricted Subsidiary to the extent representing a replacement, renewal, refinancing or extension (collectively, a "refinancing") of outstanding Indebtedness or Disqualified Equity Interests in Mediacom Broadband LLC or any such 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 in Mediacom Broadband LLC may not be refinanced under this clause (g) with Indebtedness or Disqualified Equity Interests in 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 Broadband LLC 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 Broadband LLC or Disqualified Equity Interests in Mediacom Broadband LLC may only be refinanced with Subordinated Obligations of Mediacom Broadband LLC or Disqualified Equity Interests in Mediacom Broadband LLC, 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 Broadband LLC or a Restricted Subsidiary Incurred as a result of the pledge by Mediacom Broadband LLC 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 Broadband LLC or such Restricted Subsidiary is limited to the value of the intercompany Indebtedness or the Equity Interests so pledged;

(i) Indebtedness of Mediacom Broadband LLC 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 Broadband LLC or such Restricted Subsidiary or a Related Business in an aggregate principal amount not to exceed $25,000,000 at any time outstanding;

(j) Indebtedness of Mediacom Broadband LLC or a Restricted Subsidiary in an aggregate amount not to exceed two times the sum of (i) the aggregate Net Cash Proceeds to Mediacom Broadband LLC from (x) the issuance (other than to a Subsidiary of Mediacom Broadband LLC or an employee stock ownership plan or a trust established by Mediacom Broadband LLC or any Subsidiary of Mediacom Broadband LLC (for the benefit of its employees)) of any class of Equity Interests in Mediacom Broadband LLC (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions) on or after the Issue Date or (y) contributions (other than the AT&T Acquisitions Contributions) to the equity capital of Mediacom Broadband LLC on or after the Issue Date 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 in a Person engaged in a Related Business that is or becomes a Restricted Subsidiary of Mediacom Broadband LLC, in each case received by Mediacom Broadband LLC after the Issue Date in exchange for the issuance (other than to a Subsidiary of Mediacom Broadband LLC) of its Equity Interests (other than Disqualified Equity Interests and other than Equity Interests issued in connection with the AT&T Acquisitions Contributions); 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 clause (1) or (8) of Section 1007(b); and

(k) In addition to any Indebtedness described in clauses (a) through (j) above, Indebtedness of Mediacom Broadband LLC 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 $50,000,000 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 Broadband LLC 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 as so classified.

SECTION 1009. Limitation on Affiliate Transactions.

Mediacom Broadband LLC 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 disinterested 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 Broadband LLC or such Restricted Subsidiary and (b) upon terms which would be obtainable by Mediacom Broadband LLC or such Restricted Subsidiary in a comparable arm's-length transaction with a Person which is not an Affiliate, except that the foregoing shall not apply in the case of any of the following transactions (the "Specified Affiliate Transactions"): (i) the making of any Restricted Payment (including the making of any Restricted Payment that is permitted pursuant to subclauses (1) through (14) of clause (b) of Section 1007); (ii) any transaction or series of transactions between Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC or a Restricted Subsidiary in a comparable arm's-length transaction with a Person which is not an Affiliate; (v) any transaction pursuant to any agreement with any Affiliate in effect on the Issue Date (including, but not limited to, the Management Agreements, the Operating Agreement and other agreements relating to the payment of management fees, acquisi-

tion fees and expense reimbursements), including any amendments thereto entered into after the Issue Date, provided that the terms of any such amendment are not less favorable to Mediacom Broadband LLC than the terms of the relevant agreement in effect prior to any such amendment, as determined in good faith by the Executive Committee; and (vi) any transaction or series of transactions between Mediacom Broadband LLC or any of its Restricted Subsidiaries, on the one hand, and Mediacom Communications or any of its direct or indirect Subsidiaries, on the other hand, which relate to (a) the sharing of centralized services, personnel, facilities, headends and plant, (b) the joint procurement of goods and services, (c) the allocation of costs and expenses (other than taxes based on income) and (d) matters reasonably related to any of the foregoing, in each case, which are undertaken pursuant to an established plan of Mediacom Communications the primary purpose of which is to result in cost savings and related synergies for Mediacom Broadband LLC, its Restricted Subsidiaries, Mediacom Communications and each of Mediacom Communications' other direct or indirect Subsidiaries involved in such transaction or series of transactions; provided that, in the case of this clause (vi), such plan shall have been approved pursuant to a Committee Resolution, rendered in good faith by the Executive Committee, which approval in each case shall be conclusive, to the effect that such plan is in the best interest of Mediacom Broadband LLC or such Restricted Subsidiary; and provided, further, that such transaction or series of related transactions is fair and reasonable to Mediacom Broadband LLC or such Restricted Subsidiary, on the one hand, and to Mediacom Communications and each such other Subsidiary of Mediacom Communications, on the other hand. Except in the case of a Specified Affiliate Transaction, Mediacom Broadband LLC 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 (y) $25,000,000 or more in all instances except in the case of Asset Sales or Asset Swaps and (z) $50,000,000 or more in the case of any Asset Sale or Asset Swap, in each case, 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 disinterested members of the Executive Committee to the effect set forth in clauses (a) and (b) above; and (ii) Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC or any other Restricted Subsidiary on its Equity Interests; (b) pay any Indebtedness owed to Mediacom Broadband LLC or any other Restricted Subsidiary; (c) make loans or advances, or guarantee any such loans or advances, to Mediacom Broadband LLC or any other Restricted Subsidiary; (d) transfer any of its properties or assets to Mediacom Broadband LLC or any other Restricted Subsidiary; (e) grant Liens on the assets of Mediacom Broadband LLC or any other 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 Broadband LLC 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 Broadband LLC 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 Facility and under the Future Subsidiary Credit Facilities; provided that, in the case of any Future Subsidiary Credit Facility, Mediacom Broadband LLC 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 Facility 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 Broadband LLC shall conclude in its sole discretion based on then prevailing market conditions that it is not in the best interest of Mediacom Broadband LLC and the Restricted Subsidiaries to comply with the foregoing proviso, the failure to include Comparable Restriction Provisions in the agreements relating to such Future Subsidiary Credit Facility shall not constitute a violation of the provisions of this Section 1010.

SECTION 1011. Limitation on Liens.

Mediacom Broadband LLC 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 Broadband LLC 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 Issue Date; (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 Broadband LLC in an amount not to exceed $10,000,000 at any time outstanding; (vii) Other Permitted Liens; and (viii) any extension, renewal or replacement of any Lien referred to in the foregoing clauses (i) through (vii), inclusive.

SECTION 1012. Change of Control.

(a) Upon the occurrence of a Change of Control, each holder of Notes shall have the right to require the Issuers to repurchase all or any part of such holder's Notes pursuant to an offer described in this Section 1012 (the "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus any accrued and unpaid interest and Additional Interest, 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 princi-

pal 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 Broadband LLC shall not, and shall not permit any Restricted Subsidiary to, consummate an Asset Sale unless (i) Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC or such Restricted Subsidiary are applied (a) first, to the extent Mediacom Broadband LLC elects, or is required, to prepay, repay or purchase debt under any then existing Indebtedness of Mediacom Broadband LLC or any Restricted Subsidiary within 360 days following the receipt of the Asset Sale Proceeds from any Asset Sale or, to the extent Mediacom Broadband LLC 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 Additional Interest, if any, thereon to the date of repurchase (an "Excess Proceeds Offer"). 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 Broadband LLC or any Restricted Subsidiary, the amount of any (x) liabilities (as shown on Mediacom Broadband LLC's or such Restricted Subsidiary's most recent balance sheet) of Mediacom Broadband LLC or any Restricted Subsidiary that are actually assumed by the transferee in such Asset Sale and from which Mediacom Broadband LLC and the Restricted Subsidiaries are fully released shall be deemed to be cash, and (y) securities, notes or other similar obligations received by Mediacom Broadband LLC or such

Restricted Subsidiary from such transferee that are immediately converted (or are converted within 30 days of the related Asset Sale) by Mediacom Broadband LLC 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 within 30 days following the Reinvestment Date, 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 register of the Notes maintained by the Registrar, a notice 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 Additional Interest, if any, thereon to the date of purchase; (2) 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; (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 Broadband LLC 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 Broadband LLC or such Restricted Subsidiary, as the case may be, from a financial point of view.

SECTION 1014. Reports.

Commencing with the fiscal quarter of the Issuers ending September 30, 2001, 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 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 holders' addresses 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 described in the preceding sen-

tence. 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 Broadband Corporation.

Mediacom Broadband Corporation 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 Broadband LLC or any Wholly Owned Restricted Subsidiary, the Incurrence of Indebtedness as a co-obligor or guarantor of Indebtedness Incurred by Media com Broadband LLC, including the Notes and the Exchange Notes, if any, that is permitted to be Incurred by Mediacom Broadband LLC under Section 1008 (provided that the net proceeds of such Indebtedness are retained by Mediacom Broadband LLC or loaned to or contributed as capital to one or more of the Restricted Subsidiaries other than Mediacom Broadband Corporation), and activities incidental thereto. Neither Mediacom Broadband LLC nor any Restricted Subsidiary shall engage in any transactions with Mediacom Broadband Corporation 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 $25,000,000), 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 Broadband LLC 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 Broadband LLC or a Subsidiary); (ii) the designation by Mediacom Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC 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 equal to Mediacom Broadband LLC'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 Broadband Corporation 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 Broadband LLC 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 Broadband LLC 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 Broadband LLC. 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 Broadband LLC 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 Broadband LLC 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.

SECTION 1019. Escrow of Proceeds of Securities on Issue Date.

(a) On the Issue Date the Issuers shall enter into the Escrow Agreement and deposit (or cause to be deposited) into the Escrow Account the net proceeds from the issuance of the Notes (the "Net Offering Proceeds") and such other amount in cash as, when added to the Net Offering Proceeds, equals $418,666,666.67, which amount represents the maximum amount which may be payable to Holders in connection with the Special Redemption of the Notes pursuant to Section 1109. The Trustee is hereby authorized and directed to execute and deliver the Escrow Agreement and to perform its duties and obligations thereunder.

(b) The Issuers will, pursuant to the Escrow Agreement, grant a first priority security interest in the Collateral (as such term is defined in the Escrow Agreement) to the Trustee for its benefit and the benefit of the Holders, in order to secure all monetary obligations of the Issuers under the Notes and any other monetary obligation, now or hereafter arising, of every kind and nature, owed by the Issuers under this Indenture to the Holders or to the Trustee for the benefit of the Holders. The Issuers shall comply with their obligations under the Escrow Agreement.

(c) Each Holder, by its acceptance of a Note, consents and agrees to the terms of the Escrow Agreement (including, without limitation, the provisions providing for foreclosure and release of the Collateral) as the same may be in effect or may be amended from time to time in accordance with its terms, and authorizes and directs the Trustee to enter into the Escrow Agreement and to perform its obligations and exercise its rights thereunder in accordance therewith.

(d) The release of any Collateral pursuant to the Escrow Agreement shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof.

(e) The Trustee, in its sole discretion and without the consent of the Holders, may take all actions it deems necessary or appropriate in order to (i) enforce any of the terms of the Escrow Agreement and (ii) collect and receive any and all amounts payable in respect of the monetary obligations of the Issuers thereunder. The Trustee shall have power to institute and to maintain such suits and proceedings as the Trustee may deem expedient to preserve or protect its interests and the interests of the Holders in the Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest under the Escrow Agreement or be prejudicial to the interest of the Holders or of the Trustee).

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 Additional Interest, 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. In the event of a Special Redemption, the Issuers shall notify the Trustee as soon as practicable but in any event before notice of the Special Redemption is to be mailed to the Holders (unless a shorter notice shall be satisfactory to the Trustee).

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; provided that, if a partial redemption is made with the proceeds of any Equity Offering, selection of the Notes or portions thereof for redemption shall be made by the Trustee only on a pro rata basis or on as nearly a pro rata basis as is practicable (subject to the procedures of the Depositary). 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 (other than in connection with a Special Redemption) by first class mail to each Holder of Notes to be redeemed at such Holder's address appearing in the Note Register. In the event of a Special Redemption, notice of redemption shall be given at least three Business Days before a Special Redemption (other than a Special Redemption on the Special Redemption Date) by first class mail to each Holder of the Notes as such Holder's address appearing in the Note Register. In the event of a Special Redemption on the Special Redemption Date the Issuers shall provide the Trustee with notice on or prior to 10:00 a.m. New York

City time on the Business Day immediately preceding the Special Redemption Date to effect such Special Redemption. 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.

SECTION 1109. Special Mandatory Redemption.

On the earlier to occur of (x) October 26, 2001, if each of the AT&T Acquisitions shall not have been consummated on or prior to such date, (y) two Business Days after the termination of any of the AT&T Acquisition Agreements and (z) at any time if Mediacom Broadband LLC determines that any of the AT&T Acquisitions is not likely to be able to be consummated in a manner consistent in all material respects with the description of such AT&T Acquisition contained in the Offering Memorandum, the Issuers shall on such date redeem all of the outstanding Notes at a redemption price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the Redemption Date. A redemption of the Notes pursuant to this Section 1109 is herein referred to as a "Special Redemption".

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, "Legal Defeasance"). For this purpose, such Legal 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 Legal 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) (with respect to the covenants described in clause (i) above) 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) (with respect to the covenants described in clause (i) above) 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 Legal 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 Additional Interest, 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 Legal 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 Legal 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 Legal Defeasance had not occurred;

(iii) Mediacom Broadband LLC 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 Legal 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 Legal 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 Legal 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 Broadband LLC 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 Legal Defeasance or Covenant Defeasance, as the case may be, w ill 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 Legal 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 Additional Interest, 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 Additional Interest, 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 BROADBAND LLC

By: Mediacom Communications Corporation,
its Managing Member

By: /s/

Name:
Title:

MEDIACOM BROADBAND CORPORATION

By: /s/

Name:
Title:

THE BANK OF NEW YORK

By: /s/

Name:
Title:

Exhibit 4.2

MEDIACOM BROADBAND LLC
MEDIACOM BROADBAND CORPORATION

11% Senior Notes due 2013

REGISTRATION RIGHTS AGREEMENT

New York, New York
June 29, 2001

Salomon Smith Barney Inc.
J.P. Morgan Securities Inc.
Credit Suisse First Boston Corporation
BMO Nesbitt Burns Corp.
Dresdner Kleinwort Wasserstein - Grantchester, Inc.
Scotia Capital (USA) Inc.
SunTrust Equitable Securities Corporation
BNY Capital Markets, Inc.
Mizuho International plc
As Initial Purchasers
c/o Salomon Smith Barney Inc.
388 Greenwich Street
New York, New York 10048

Ladies and Gentlemen:

Mediacom Broadband LLC, a limited liability company organized under the laws of Delaware ("Mediacom Broadband"), and Mediacom Broadband Corporation, a corporation organized under the laws of Delaware ("Mediacom Broadband Corporation" and, collectively with Mediacom Broadband, the "Issuers"), propose to issue and sell to certain purchasers (the "Initial Purchasers"), upon the terms set forth in a purchase agreement of even date herewith (the "Purchase Agreement"), their 11% Senior Notes due 2013 (the "Securities") relating to the initial placement of the Securities (the "Initial Placement"). To induce the Initial Purchasers to enter into the Purchase Agreement and to satisfy a condition of your obligations thereunder, the Issuers agree with you for your benefit and the benefit of the holders from time to time of the Securities (including the Initial Purchasers) (each a "Holder" and, together, the "Holders"), as follows:

1. Definitions. Capitalized terms used herein without definition shall have their respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Affiliate" of any specified Person shall mean any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified Person. For purposes of this definition, control of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Broker-Dealer" shall mean any broker or dealer registered as such under the Exchange Act.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Conduct Rules" shall have the meaning set forth in Section 4(u) hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Exchange Offer Registration Period" shall mean the nine-month period following the consummation of the Registered Exchange Offer, exclusive of any period during which any stop order shall be in effect suspending the effectiveness of the Exchange Offer Registration Statement.

"Exchange Offer Registration Statement" shall mean a registration statement of the Issuers on an appropriate form under the Act with respect to the Registered Exchange Offer, all amendments and supplements to such registration statement, including post-effective amendments thereto, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Exchanging Dealer" shall mean any Holder (which may include any Initial Purchaser) that is a Broker-Dealer and elects to exchange for New Securities any Securities

that it acquired for its own account as a result of market-making activities or other trading activities (but not directly from any Issuer or any Affiliate of any Issuer) for New Securities.

"Final Memorandum" shall have the meaning set forth in the Purchase Agreement.

"Holder" shall have the meaning set forth in the preamble hereto.

"Indenture" shall mean the Indenture relating to the Securities, dated as of June 29, 2001 among the Issuers and The Bank of New York, as Trustee, as the same may be amended from time to time in accordance with the terms thereof.

"Initial Placement" shall have the meaning set forth in the preamble hereto.

"Initial Purchasers" shall have the meaning set forth in the preamble hereto.

"Issuers" shall have the meaning set forth in the preamble hereto.

"Losses" shall have the meaning set forth in Section 6(d) hereof.

"Majority Holders" shall mean the Holders of a majority of the aggregate principal amount of Securities registered under a Registration Statement.

"Managing Underwriters" shall mean the investment banker or investment bankers and manager or managers that shall administer an underwritten offering.

"Mediacom Broadband" shall have the meaning set forth in the preamble hereto.

"Mediacom Broadband Corporation" shall have the meaning set forth in the preamble hereto.

"New Securities" shall mean debt securities of the Issuers identical in all material respects to the Securities (except that the cash interest and interest rate step-up provisions and the transfer restrictions shall be modified or eliminated, as appropriate) and to be issued under the Indenture or the New Securities Indenture.

"New Securities Indenture" shall mean an indenture among the Issuers and the New Securities Trustee, identical in all material respects to the Indenture (except that the cash interest and interest rate step-up provisions will be modified or eliminated, as appropriate).

"New Securities Trustee" shall mean a bank or trust company reasonably satisfactory to the Initial Purchasers, as trustee with respect to the New Securities under the New Securities Indenture.

"Person" shall mean an individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm or other legal entity.

"Prospectus" shall mean the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A under the Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Securities or the New Securities covered by such Registration Statement, and all amendments and supplements thereto and all material incorporated by reference therein.

"Purchase Agreement" shall have the meaning set forth in the preamble hereto.

"Registered Exchange Offer" shall mean the proposed offer of the Issuers to issue and deliver to the Holders of the Securities that are not prohibited by any law or policy of the Commission from participating in such offer, in exchange for the Securities, a like aggregate principal amount of the New Securities.

"Registration Statement" shall mean any Exchange Offer Registration Statement or Shelf Registration Statement that covers any of the Securities or the New Securities pursuant to the provisions of this Agreement, any amendments and supplements to such registration statement, including post-effective amendments (in each case including the Prospectus contained therein), all exhibits thereto and all material incorporated by reference therein.

"Securities" shall have the meaning set forth in the preamble hereto.

"Shelf Registration" shall mean a registration effected pursuant to Section 3 hereof.

"Shelf Registration Period" shall have the meaning set forth in Section 3(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Issuers pursuant to the provisions of Section 3 hereof which covers some or all of the Securities or New Securities, as applicable, on an appropriate form under Rule 415 under the Act, or any similar rule that may be adopted by the Commission, amendments and supplements to such registration statement, including post-effective amendments, in each case in-

including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Trustee" shall mean the trustee with respect to the Securities under the Indenture.

"underwriter" shall mean any underwriter of Securities in connection with an offering thereof under a Shelf Registration Statement.

2. Registered Exchange Offer. (a) The Issuers shall prepare and, not later than 180 days following the date of the original issuance of the Securities (or if such 180th day is not a Business Day, the next succeeding Business Day), shall use their best efforts to file with the Commission the Exchange Offer Registration Statement with respect to the Registered Exchange Offer. The Issuers shall use their best efforts to cause the Exchange Offer Registration Statement to become effective under the Act within 300 days of the date of the original issuance of the Securities (or if such 300th day is not a Business Day, the next succeeding Business Day).

(b) Upon the effectiveness of the Exchange Offer Registration Statement, the Issuers shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder electing to exchange Securities for New Securities (assuming that such Holder is not an Affiliate of any Issuer, acquires the New Securities in the ordinary course of such Holder's business, has no arrangements with any Person to participate in the distribution of the New Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such New Securities from and after their receipt without any limitations or restrictions under the Act and without material restrictions under the securities laws of a substantial proportion of the several states of the United States.

(c) In connection with the Registered Exchange Offer, the Issuers shall:

(i) mail to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Registered Exchange Offer open for not less than 20 Business Days and not more than 30 Business Days after the date notice thereof is mailed to the Holders (or, in each case, longer if required by applicable law);

(iii) use their best efforts to keep the Exchange Offer Registration Statement continuously effective under the Act, supplemented and amended as re-

quired, under the Act to ensure that it is available for sales of New Securities by Exchanging Dealers during the Exchange Offer Registration Period;

(iv) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan in New York city, which may be the Trustee, the New Securities Trustee or an Affiliate of either of them;

(v) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last Business Day on which the Registered Exchange Offer is open;

(vi) prior to effectiveness of the Exchange Offer Registration Statement, provide a supplemental letter to the Commission (A) stating that the Issuers are conducting the Registered Exchange Offer in reliance on the position of the Commission in Exxon Capital Holdings Corporation (pub. avail. May 13, 1988), Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991); and (B) including a representation that the Issuers have not entered into any arrangement or understanding with any Person to distribute the New Securities to be received in the Registered Exchange Offer and that, to the best of the Issuers' information and belief, each Holder participating in the Registered Exchange Offer is acquiring the New Securities in the ordinary course of business and has no arrangement or understanding with any Person to participate in the distribution of the New Securities; and

(vii) comply in all respects with all applicable laws.

(d) As soon as practicable after the close of the Registered Exchange Offer, the Issuers shall:

(i) accept for exchange all Securities tendered and not validly withdrawn pursuant to the Registered Exchange Offer;

(ii) deliver to the Trustee for cancellation in accordance with Section 4(s) all Securities so accepted for exchange; and

(iii) cause the New Securities Trustee promptly to authenticate and deliver to each Holder of Securities a principal amount of New Securities equal to the principal amount of the Securities of such Holder so accepted for exchange.

(e) Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Registered Exchange Offer to participate in a distribution of the New Securities (x) could not under Commission policy as in effect on the date of this Agree-

ment rely on the position of the Commission in Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991) and Exxon Capital Holdings Corporation (pub. avail. May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993 and similar no-action letters; and (y) must comply with the registration and prospectus delivery requirements of the Act in connection with any secondary resale transaction must be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K under the Act if the resales are of New Securities obtained by such Holder in exchange for Securities acquired by such Holder directly from any Issuer or one of its Affiliates. Accordingly, each Holder participating in the Registered Exchange Offer shall be required to represent to the Issuers that, at the time of the consummation of the Registered Exchange Offer:

(i) any New Securities received by such Holder will be acquired in the ordinary course of business;

(ii) such Holder will have no arrangement or understanding with any Person to participate in the distribution of the Securities or the New Securities within the meaning of the Act; and

(iii) such Holder is not an Affiliate of the Issuers.

(f) If any Initial Purchaser determines that it is not eligible to participate in the Registered Exchange Offer with respect to the exchange of Securities constituting any portion of an unsold allotment, at the request of such Initial Purchaser, the Issuers shall issue and deliver to such Initial Purchaser or the Person purchasing New Securities registered under a Shelf Registration Statement as contemplated by Section 3 hereof from such Initial Purchaser, in exchange for such Securities, a like principal amount of New Securities. The Issuers shall use their best efforts to cause the CUSIP Service Bureau to issue the same CUSIP number for such New Securities as for New Securities issued pursuant to the Registered Exchange Offer.

3. Shelf Registration. (a)If (i) due to any change in law or applicable interpretations thereof by the Commission's staff, the Issuers determine upon advice of their outside counsel that they are not permitted to effect the Registered Exchange Offer as contemplated by Section 2 hereof; (ii) for any other reason the Registered Exchange Offer is not consummated within 360 days of the date hereof; (iii) any Initial Purchaser so requests with respect to Securities that are not eligible to be exchanged for New Securities in the Registered Exchange Offer and that are held by it following consummation of the Registered Exchange Offer; (iv) any Holder (other than an Initial Purchaser) is not eligible to participate in the Registered Exchange Offer; or (v) in the case of any Initial Purchaser that participates in the Registered Exchange Offer or acquires New Securities pursuant to Section 2(f) hereof, such Initial Purchaser does not receive freely tradeable New Securities in exchange for Securities constituting any portion of an unsold allotment (it being understood that (x) the requirement that an

Initial Purchaser deliver a Prospectus containing the information required by Item 507 or 508 of Regulation S-K under the Act in connection with sales of New Securities acquired in exchange for such Securities shall result in such New Securities being not "freely tradeable"; and (y) the requirement that an Exchanging Dealer deliver a Prospectus in connection with sales of New Securities acquired in the Registered Exchange Offer in exchange for Securities acquired as a result of market-making activities or other trading activities shall not result in such New Securities being not "freely tradeable"), the Issuers shall effect a Shelf Registration Statement in accordance with subsection (b) below.

(b)(i) The Issuers shall as promptly as practicable (but in no event more than 180 days after so required or requested pursuant to this Section 3), file with the Commission and thereafter shall use their best efforts to cause to be declared effective under the Act a Shelf Registration Statement relating to the offer and sale of the Securities or the New Securities, as applicable, by the Holders thereof from time to time in accordance with the methods of distribution elected by such Holders and set forth in such Shelf Registration Statement; provided, however, that no Holder (other than an Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder; and provided, further, that with respect to New Securities received by an Initial Purchaser in exchange for Securities constituting any portion of an unsold allotment, the Issuers may, if permitted by current interpretations by the Commission's staff, file a post-effective amendment to the Exchange Offer Registration Statement containing the information required by Item 507 or 508 of Regulation S-K, as applicable, in satisfaction of its obligations under this subsection with respect thereto, and any such Exchange Offer Registration Statement, as so amended, shall be referred to herein as, and governed by the provisions herein applicable to, a Shelf Registration Statement.

(ii) The Issuers shall use their best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended as required by the Act, in order to permit the Prospectus forming part thereof to be usable by Holders for a period of two years from the date of issuance of the Securities or the New Securities, covered thereby, as applicable, or such shorter period that will terminate when all the Securities or New Securities, as applicable, covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement (in any such case, such period being called the "Shelf Registration Period"). The Issuers shall be deemed not to have used their best efforts to keep the Shelf Registration Statement effective during the requisite period if they voluntarily take any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless (A) such action is required by applicable law; or (B) such action is taken by the Issuers in good faith and for valid business reasons (not including avoidance of the Issuers' obligations hereunder), including the acquisition or divesti-

ture of assets, so long as the Issuers promptly thereafter comply with the requirements of Section 4(k) hereof, if applicable.

(iii) The Issuers shall cause the Shelf Registration Statement and the related Prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement or such amendment or supplement, (A) to comply in all material respects with the applicable requirements of the Act and the rules and regulations of the Commission; and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. Additional Registration Procedures. In connection with any Shelf Registration Statement and, to the extent applicable, any Exchange Offer Registration Statement, the following provisions shall apply.

(a) The Issuers shall:

(i) furnish to each of you, not less than five Business Days prior to the filing thereof with the Commission, a copy of any Exchange Offer Registration Statement and any Shelf Registration Statement, and each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein (including all documents incorporated by reference therein after the initial filing) and shall use their best efforts to reflect in each such document, when so filed with the Commission, such comments as you reasonably propose;

(ii) to the extent permitted under the Act, include the information set forth in Annex A hereto on the front cover of the Prospectus included in the Exchange Offer Registration Statement, in Annex B hereto in the forepart of the Exchange Offer Registration Statement in a section setting forth details of the Exchange Offer, in Annex C hereto in the underwriting or plan of distribution section of the Prospectus contained in the Exchange Offer Registration Statement, and in Annex D hereto in the letter of transmittal delivered pursuant to the Registered Exchange Offer;

(iii) if requested by an Initial Purchaser, include the information required by Item 507 or 508 of Regulation S-K, as applicable, in the Prospectus contained in the Exchange Offer Registration Statement; and

(iv) in the case of a Shelf Registration Statement, include the names of the Holders that propose to sell Securities pursuant to the Shelf Registration Statement as selling security holders.

(b) The Issuers shall ensure that:

(i) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Act and the rules and regulations thereunder; and

(ii) any Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) The Issuers shall advise you, the Holders of Securities covered by any Shelf Registration Statement and any Exchanging Dealer under any Exchange Offer Registration Statement that has provided in writing to the Issuers a telephone or facsimile number and address for notices, and, if requested by you or any such Holder or Exchanging Dealer, shall confirm such advice in writing (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the Prospectus until the Issuers shall have remedied the basis for such suspension):

(i) when a Registration Statement and any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for any amendment or supplement to the Registration Statement or the Prospectus or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Issuers of any notification with respect to the suspension of the qualification of the securities included therein for sale in any jurisdiction or the initiation of any proceeding for such purpose; and

(v) of the happening of any event that requires any change in the Registration Statement or the Prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading.

(d) The Issuers shall use their best efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement or the qualification of the securities therein for sale in any jurisdiction at the earliest possible time.

(e) The Issuers shall furnish to each Holder of Securities covered by any Shelf Registration Statement, without charge, at least one copy of such Shelf Registration Statement and any post-effective amendment thereto, including all material incorporated therein by reference, and, if the Holder so requests in writing, all exhibits thereto (including exhibits incorporated by reference therein).

(f) The Issuers shall, during the Shelf Registration Period, deliver to each Holder of Securities covered by any Shelf Registration Statement, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in such Shelf Registration Statement and any amendment or supplement thereto as such Holder may reasonably request. The Issuers consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of securities in connection with the offering and sale of the securities covered by the Prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Issuers shall furnish to each Exchanging Dealer which so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including all material incorporated by reference therein, and, if the Exchanging Dealer so requests in writing, all exhibits thereto (including exhibits incorporated by reference therein).

(h) The Issuers shall promptly deliver to each Initial Purchaser, each Exchanging Dealer and each other Person required to deliver a Prospectus during the Exchange Offer Registration Period, without charge, as many copies of the Prospectus included in such Exchange Offer Registration Statement and any amendment or supplement thereto as any such Person may reasonably request. The Issuers consent to the use of the Prospectus or any amendment or supplement thereto by any Initial Purchaser, any Exchanging Dealer and any such other Person that may be required to deliver a Prospectus following the Registered Exchange Offer in connection with the offering and sale of the New Securities covered by the Prospectus, or any amendment or supplement thereto, included in the Exchange Offer Registration Statement.

(i) Prior to the Registered Exchange Offer or any other offering of Securities pursuant to any Registration Statement, the Issuers shall arrange, if necessary, for the qualification of the Securities or the New Securities for sale under the laws of such jurisdictions as any Holder shall reasonably request and will maintain such qualification in effect so long as required; provided
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that in no event shall the Issuers be obligated to qualify to do business in any jurisdiction where they are not then so qualified or to take any action that would

subject them to service of process in suits, other than those arising out of the Initial Placement, the Registered Exchange Offer or any offering pursuant to a Shelf Registration Statement, in any such jurisdiction where they are not then so subject.

(j) The Issuers shall cooperate with the Holders of Securities to facilitate the timely preparation and delivery of certificates representing New Securities or Securities to be issued or sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as Holders may request.

(k) Upon the occurrence of any event contemplated by subsections (c) (ii) through (v) above, the Issuers shall promptly prepare a post-effective amendment to the applicable Registration Statement or an amendment or supplement to the related Prospectus or file any other required document so that, as thereafter delivered to initial purchasers of the securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In such circumstances, the period of effectiveness of the Exchange Offer Registration Statement provided for in Section 2 and the Shelf Registration Statement provided for in Section 3(b) shall each be extended by the number of days from and including the date of the giving of a notice of suspension pursuant to Section 4(c) to and including the date when the Initial Purchasers, the Holders of the Securities and any known Exchanging Dealer shall have received such amended or supplemented Prospectus pursuant to this Section.

(l) Not later than the effective date of any Registration Statement, the Issuers shall provide a CUSIP number for the Securities or the New Securities, as the case may be, registered under such Registration Statement and provide the Trustee with printed certificates for such Securities or New Securities, in a form eligible for deposit with The Depository Trust Company.

(m) The Issuers shall comply with all applicable rules and regulations of the Commission and shall make generally available to its security holders as soon as practicable after the effective date of the applicable Registration Statement an earnings statement satisfying the provisions of Section 11(a) of the Act.

(n) The Issuers shall cause the Indenture or the New Securities Indenture, as the case may be, to be qualified under the Trust Indenture Act in a timely manner.

(o) The Issuers may require each Holder of securities to be sold pursuant to any Shelf Registration Statement to furnish to the Issuers such information regarding the Holder and the distribution of such securities as the Issuers may from time to time reasonably require for inclusion in such Registration Statement. The Issuers may exclude from such

Shelf Registration Statement the Securities of any Holder that unreasonably fails to furnish such information within a reasonable time after receiving such request.

(p) In the case of any Shelf Registration Statement, the Issuers shall enter into such and take all other appropriate actions (including if requested an underwriting agreement in customary form) in order to expedite or facilitate the registration or the disposition of the Securities, and in connection therewith, if an underwriting agreement is entered into, cause the same to contain indemnification provisions and procedures no less favorable than those set forth in Section 6 (or such other provisions and procedures acceptable to the Majority Holders and the Managing Underwriters, if any) with respect to all parties to be indemnified pursuant to Section 6.

(q) In the case of any Shelf Registration Statement, the Issuers shall:

(i) make reasonably available for inspection by the Holders of Securities to be registered thereunder, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by the Holders or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Issuers and their subsidiaries;

(ii) cause the Issuers' officers, directors and employees to supply all relevant information reasonably requested by the Holders or any such underwriter, attorney, accountant or agent in connection with any such Registration Statement as is customary for similar due diligence examinations; provided, however, that any
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information that is designated in writing by the Issuers, in good faith, as confidential at the time of delivery of such information shall be kept confidential by the Holders or any such underwriter, attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(iii) make such representations and warranties to the Holders of Securities registered thereunder and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings and covering matters including, but not limited to, those set forth in the Purchase Agreement;

(iv) obtain opinions of counsel to the Issuers and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the Managing Underwriters, if any) addressed to each selling Holder and the underwriters, if any, covering such matters as are customarily covered in opinions re-

quested in underwritten offerings and such other matters as may be reasonably requested by such Holders and underwriters;

(v) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Issuers (and, if necessary, any other independent certified public accountants of any subsidiary of any Issuer or of any business acquired by the Issuers for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each selling Holder of Securities registered thereunder and the underwriters, if any, in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with primary underwritten offerings; and

(vi) deliver such documents and certificates as may be reasonably requested by the Majority Holders and the Managing Underwriters, if any, including those to evidence compliance with Section 4(k) and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Issuers.

The actions set forth in clauses (iii), (iv), (v) and (vi) of this Section shall be performed at (A) the effectiveness of such Registration Statement and each post-effective amendment thereto; and (B) each closing under any underwriting or similar agreement as and to the extent required thereunder.

(r) In the case of any Exchange Offer Registration Statement, the Issuers shall:

(i) make reasonably available for inspection by such Initial Purchaser, and any attorney, accountant or other agent retained by such Initial Purchaser, all relevant financial and other records, pertinent corporate documents and properties of the Issuers and their subsidiaries;

(ii) cause the Issuers' officers, directors and employees to supply all relevant information reasonably requested by such Initial Purchaser or any such attorney, accountant or agent in connection with any such Registration Statement as is customary for similar due diligence examinations; provided, however, that any
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information that is designated in writing by the Issuers, in good faith, as confidential at the time of delivery of such information shall be kept confidential by such Initial Purchaser or any such attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(iii) make such representations and warranties to such Initial Purchaser, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings and covering matters including, but not limited to, those set forth in the Purchase Agreement;

(iv) obtain opinions of counsel to the Issuers and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to such Initial Purchaser and their counsel) addressed to such Initial Purchaser, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Initial Purchaser or their counsel;

(v) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Issuers (and, if necessary, any other independent certified public accountants of any subsidiary of the Issuers or of any business acquired by the Issuers for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to such Initial Purchaser, in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with primary underwritten offerings, or if requested by such Initial Purchaser or their counsel in lieu of a "cold comfort" letter, an agreed-upon procedures letter under Statement on Auditing Standards No. 35, covering matters requested by such Initial Purchaser or their counsel; and

(vi) deliver such documents and certificates as may be reasonably requested by such Initial Purchaser or its counsel, including those to evidence compliance with Section 4(k) and with conditions customarily contained in underwriting agreements.

The foregoing actions set forth in clauses (iii), (iv), (v), and (vi) of this Section shall be performed at the close of the Registered Exchange Offer and the effective date of any post-effective amendment to the Exchange Offer Registration Statement.

(s) If a Registered Exchange Offer is to be consummated, upon delivery of the Securities by Holders to the Issuers (or to such other Person as directed by the Issuers) in exchange for the New Securities, the Issuers shall mark, or caused to be marked, on the Securities so exchanged that such Securities are being canceled in exchange for the New Securities. In no event shall the Securities be marked as paid or otherwise satisfied.

(t) The Issuers will use their best efforts (i) if the Securities have been rated prior to the initial sale of such Securities, to confirm such ratings will apply to the Securities or the New Securities, as the case may be, covered by a Registration Statement; or (ii) if the Securities were not previously rated, to cause the Securities covered by a Registration

Statement to be rated with at least one nationally recognized statistical rating agency, if so requested by Majority Holders with respect to the related Registration Statement or by any Managing Underwriters.

(u) In the event that any Broker-Dealer shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Conduct Rules of the National Association of Securities Dealers, Inc. (the "Conduct Rules")) thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, assist such Broker-Dealer in complying with the requirements of such Conduct Rules, including, without limitation, by:

(i) if such Conduct Rules shall so require, engaging a "qualified independent underwriter" (as defined in such Conduct Rules) to participate in the preparation of the Registration Statement, to exercise usual standards of due diligence with respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities;

(ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 6 hereof; and

(iii) providing such information to such Broker-Dealer as may be required in order for such Broker-Dealer to comply with the requirements of such Rules.

(v) The Issuers shall use their best efforts to take all other steps necessary to effect the registration of the Securities or the New Securities, as the case may be, covered by a Registration Statement.

5. Registration Expenses. The Issuers shall bear all expenses
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incurred in connection with the performance of their obligations under Sections 2, 3 and 4 hereof and, in the event of any Shelf Registration Statement, will reimburse the Holders for the reasonable fees and disbursements of one firm or counsel designated by the Majority Holders to act as counsel for the Holders in connection therewith, and, in the case of any Exchange Offer Registration Statement, will reimburse the Initial Purchasers for the reasonable fees and disbursements of counsel acting in connection therewith.

6. Indemnification and Contribution. (a) The Issuers jointly
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and severally agree to indemnify and hold harmless each Holder of Securities or New Securities, as the case may be, covered by any Registration Statement (including each Initial Purchaser and each Affiliate thereof and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer), the directors, officers, employees and agents of each such

Holder and each Person who controls any such Holder within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in any preliminary Prospectus or the Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agree to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the
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Issuers will not be liable in any case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Issuers by or on behalf of any such Holder specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Issuers may otherwise have.

The Issuers also jointly and severally agree to indemnify or contribute as provided in Section 6(d) to Losses of each underwriter of Securities or New Securities, as the case may be, registered under a Shelf Registration Statement, their directors, officers, employees or agents and each Person who controls such underwriter on substantially the same basis as that of the indemnification of the Initial Purchasers and the selling Holders provided in this Section 6(a) and shall, if requested by any Holder, enter into an underwriting agreement reflecting such agreement, as provided in Section 4(p) hereof.

(b) Each Holder of securities covered by a Registration Statement (including each Initial Purchaser and each Affiliate thereof and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer) severally agrees to indemnify and hold harmless the Issuers, each of their directors, each of their officers who signs such Registration Statement and each Person who controls the Issuers within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Issuers to each such Holder, but only with reference to written information relating to such Holder furnished to the Issuers by or on behalf of such Holder specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnify-

ing party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to
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the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each applicable indemnifying party shall have a joint and several obligation to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which such indemnified party may be subject in such proportion as is appropriate to reflect the relative benefits received by such indemnifying party, on the one hand, and such indemnified party, on the other hand, from the Initial Placement and the Registration Statement which resulted in such Losses; provided, however, that in no case shall any Initial Purchaser or any subsequent
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Holder of any Security or New Security be responsible, in the aggregate, for any

amount in excess of the purchase discount or commission applicable to such Security, or in the case of a New Security, applicable to the Security that was exchangeable into such New Security, as set forth on the cover page of the Final Memorandum, nor shall any underwriter be responsible for any amount in excess of the underwriting discount or commission applicable to the securities purchased by such underwriter under the Registration Statement which resulted in such Losses. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the indemnifying party and the indemnified party shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of such indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Issuers shall be deemed to be equal to the sum of (x) the total net proceeds from the Initial Placement (before deducting expenses) as set forth on the cover page of the Final Memorandum and (y) the total amount of additional interest which the Issuers were not required to pay as a result of registering the securities covered by the Registration Statement which resulted in such Losses. Benefits received by the Initial Purchasers shall be deemed to be equal to the total purchase discounts and commissions as set forth on the cover page of the Final Memorandum, and benefits received by any other Holders shall be deemed to be equal to the value of receiving Securities or New Securities, as applicable, registered under the Act. Benefits received by any underwriter shall be deemed to be equal to the total underwriting discounts and commissions, as set forth on the cover page of the Prospectus forming a part of the Registration Statement which resulted in such Losses. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission relates to information provided by the indemnifying party, on the one hand, or by the indemnified party, on the other hand, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The parties agree that it would not be just and equitable if contribution were determined by pro rata allocation (even if
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the Holders were treated as one entity for such purpose) or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each Person who controls a Holder within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of such Holder shall have the same rights to contribution as such Holder, and each Person who controls any Issuer within the meaning of either the Act or the Exchange Act, each officer of any Issuer who shall have signed the Registration Statement and each director of any Issuer shall have the same rights to contribution as the Issuers, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) The provisions of this Section will remain in full force and effect, regardless of any investigation made by or on behalf of any Holder or the Issuers or any of the

officers, directors or controlling Persons referred to in this Section hereof, and will survive the sale by a Holder of securities covered by a Registration Statement.

7. Underwritten Registrations. (a) If any of the Securities or New Securities, as the case may be, covered by any Shelf Registration Statement are to be sold in an underwritten offering, the Managing Underwriters shall be selected by the Majority Holders.

(b) No Person may participate in any underwritten offering pursuant to any Shelf Registration Statement, unless such Person (i) agrees to sell such Person's Securities or New Securities, as the case may be, on the basis reasonably provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements; and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

8. No Inconsistent Agreements. No Issuer has, as of the date hereof, entered into, nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

9. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, qualified, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the Issuers have obtained the written consent of the Majority Holders (or, after the consummation of any Registered Exchange Offer in accordance with Section 2 hereof, of New Securities); provided that, with respect to any matter that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Issuers shall obtain the written consent of each such Initial Purchaser against which such amendment, qualification, supplement, waiver or consent is to be effective. Notwithstanding the foregoing (except the foregoing proviso), a waiver or consent to departure from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose Securities or New Securities, as the case may be, are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by the Majority Holders, determined on the basis of Securities or New Securities, as the case may be, being sold rather than registered under such Registration Statement.

10. Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, telex, telecopier or air courier guaranteeing overnight delivery:

(a) if to a Holder, at the most current address given by such holder to the Issuers in accordance with the provisions of this Section, which address initially is, with re-

spect to each Holder, the address of such Holder maintained by the Registrar under the Indenture, with a copy in like manner to Salomon Smith Barney Inc.;

(b) if to you, initially at the respective addresses set forth in the Purchase Agreement; and

(c) if to the Issuers, initially at their address set forth in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given when received.

The Initial Purchasers or the Issuers by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

11. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without the need for an express assignment or any consent by the Issuers thereto, subsequent Holders of Securities and the New Securities. The Issuers hereby agree to extend the benefits of this Agreement to any Holder of Securities and the New Securities, and any such Holder may specifically enforce the provisions of this Agreement as if an original party hereto.

12. Counterparts. This agreement may be in signed counterparts, each of which shall an original and all of which together shall constitute one and the same agreement.

13. Headings. The headings used herein are for convenience only and shall not affect the construction hereof.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

15. Severability. In the event that any one of more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

16. Securities Held by the Issuers, etc. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities or New Securities is required hereunder, Securities or New Securities, as applicable, held by any Issuer or its Af-

filiates (other than subsequent Holders of Securities or New Securities if such subsequent Holders are deemed to be Affiliates solely by reason of their holdings of such Securities or New Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Issuers and the several Initial Purchasers.

Very truly yours,

MEDIACOM BROADBAND LLC

/s/
By: _____
Name:
Title:

MEDIACOM BROADBAND CORPORATION

/s/
By: _____
Name:
Title:

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

SALOMON SMITH BARNEY INC.
CREDIT SUISSE FIRST BOSTON CORPORATION
J.P. MORGAN SECURITIES INC.
BMO NESBITT BURNS INC.
DRESDNER KLEINWORT WASSERSTEIN - GRANTCHESTER, INC.
SCOTIA CAPITAL (USA) INC.
SUNTRUST EQUITABLE SECURITIES CORPORATION
BNY CAPITAL MARKETS, INC.
MIZUHO INTERNATIONAL PLC

By: SALOMON SMITH BARNEY INC.

/s/
By: _____
Name:
Title:

ANNEX A

Each Broker-Dealer that receives New Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a Broker-Dealer in connection with resales of New Securities received in exchange for Securities where such Securities were acquired by such Broker-Dealer as a result of market-making activities or other trading activities. The Issuers have agreed that, starting on the Expiration Date (as defined herein) and ending on the close of business one year after the Expiration Date, they will make this Prospectus available to any Broker-Dealer for use in connection with any such resale. See "Plan of Distribution".

ANNEX B

Each Broker-Dealer that receives New Securities for its own account in exchange for Securities, where such Securities were acquired by such Broker-Dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. See "Plan of Distribution".

ANNEX C

PLAN OF DISTRIBUTION

Each Broker-Dealer that receives New Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. This Prospectus, as it may be amended or supplemented from time to time, may be used by a Broker-Dealer in connection with resales of New Securities received in exchange for Securities where such Securities were acquired as a result of market-making activities or other trading activities. The Issuers have agreed that, starting on the Expiration Date and ending on the close of business one year after the Expiration Date, they will make this Prospectus, as amended or supplemented, available to any Broker-Dealer for use in connection with any such resale. In addition, until _____, 200__, all dealers effecting transactions in the New Securities may be required to deliver a prospectus.

The Issuers will not receive any proceeds from any sale of New Securities by brokers-dealers. New Securities received by Broker-Dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such Broker-Dealer and/or the purchasers of any such New Securities. Any Broker-Dealer that resells New Securities that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such New Securities may be deemed to be an "underwriter" within the meaning of the Act and any profit of any such resale of New Securities and any commissions or concessions received by any such Persons may be deemed to be underwriting compensation under the Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Act.

For a period of one year after the Expiration Date, the Issuers will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any Broker-Dealer that requests such documents in the Letter of Transmittal. The Issuers have agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the holder of the Securities) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the Securities (including any Broker-Dealers) against certain liabilities, including liabilities under the Act.

[If applicable, add information required by Regulation S K Items 507 and/or 508.]

Rider A

CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____
Address: _____
_____

Rider B

If the undersigned is not a Broker-Dealer, the undersigned represents that it acquired the New Securities in the ordinary course of its business, it is not engaged in, and does not intend to engage in, a distribution of New Securities and it has not arrangements or understandings with any Person to participate in a distribution of the New Securities. If the undersigned is a Broker-Dealer that will receive New Securities for its own account in exchange for Securities, it represents that the Securities to be exchanged for New Securities were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such New Securities; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Act.

[Conformed copy]

****

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

CREDIT AGREEMENT

Dated as of July 18, 2001

J.P. MORGAN SECURITIES INC.,
and
SALOMON SMITH BARNEY INC.,
As Joint Bookrunners and Joint Lead Arrangers

CREDIT SUISSE FIRST BOSTON CORPORATION,
SALOMON SMITH BARNEY INC.,
As Co-Syndication Agents

THE BANK OF NOVA SCOTIA,
SOCIETE GENERALE

As Documentation Agents

THE CHASE MANHATTAN BANK,
as Administrative Agent

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TABLE OF CONTENTS

This Table of Contents is not part of the Agreement to which it is attached but is inserted for convenience of reference only.

CREDIT AGREEMENT dated as of July 18, 2001, between each of the following parties:

MCC IOWA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Iowa"); MCC ILLINOIS LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Illinois"); MCC GEORGIA LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Georgia"); and MCC MISSOURI LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("MCC Missouri", and, together with MCC Iowa, MCC Illinois and MCC Georgia, the "Borrowers");

each of the lenders that is a signatory hereto identified under the caption "Lenders" on the signature pages hereto and each lender that becomes a "Lender" after the date hereof pursuant to Section 11.06(b) hereof (individually, a "Lender" and, collectively, the "Lenders"); and

THE CHASE MANHATTAN BANK, a New York banking corporation, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

The Borrowers have requested that the Lenders extend credit to them (by making loans and issuing letters of credit) in an aggregate principal or face amount not exceeding $1,400,000,000 (which may, in the circumstances herein provided, be increased to $1,900,000,000) at any one time outstanding to enable the Borrowers to finance the Acquisitions (as hereinafter defined) and to provide funds for additional acquisitions of cable television systems and for general corporate purposes. The Lenders are prepared to extend such credit on the terms and conditions hereof and, accordingly, the parties hereto agree as follows:

Section 1. Definitions and Accounting Matters.

1.01 Certain Defined Terms. As used herein, the following terms shall have the following meanings (all terms defined in this Section 1.01 or in other provisions of this Agreement in the singular to have the same meanings when used in the plural and vice versa):

"Acquisition Agreements" shall mean, collectively, the Broadband Acquisition Agreements and any Subsequent Acquisition Agreements.

"Acquisitions" shall mean, collectively, the Broadband Acquisitions and any Subsequent Acquisitions.

"Additional Capital Expenditures" shall mean Capital
Expenditures made in accordance with the requirements of Section 8.12(b) hereof.

"Adjusted Operating Cash Flow" shall mean, for any period during which the Borrowers shall have consummated an Acquisition, the sum, for the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following, in each case determined under the assumption that such Acquisition had been consummated on the first day of such period: (i) Adjusted System Cash Flow minus (ii) the sum of (x) Management Fees paid during such period to the extent not exceeding 4.00% of the gross operating revenues of the Borrower and their Subsidiaries for such period plus (y) additional Management Fees that would have been paid during such period at a rate equal to the lesser of (A) the percentage of gross operating revenues of the Borrowers and their Subsidiaries actually paid as Management Fees during such period or (B) the then applicable rate or percentage specified in the Management Agreement of the gross operating revenues of the Borrowers and their Subsidiaries for such period (determined, as specified above under the assumption that such Acquisition had been consummated on the first day of such period).

"Adjusted System Cash Flow" shall mean, for any period during which the Borrowers shall have consummated an Acquisition, the sum, for the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following, in each case determined under the assumption that such Acquisition had been consummated on the first day of such period: (i) System Cash Flow for such period plus (ii) the sum of (x) non-recurring expenses incurred by the relevant sellers prior to the actual closing of such Acquisition (to the extent such items were included as operating expenses in the determination of System Cash Flow for such period) and (y) in the case of the Broadband Acquisitions, the amounts set forth in Schedule VII hereto for such period, or, in the case of any Subsequent Acquisition, the amounts set forth in a statement of adjustments to System Cash Flow provided by the Borrowers in connection with such Subsequent Acquisition and acceptable to the Administrative Agent and Majority Lenders (in each case representing certain cost savings and cost increases in respect of the CATV Systems being acquired in such Acquisition).

"Administrative Questionnaire" shall mean an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" shall mean any Person that directly or indirectly controls, or is under common control with, or is controlled by, a Borrower and, if such Person is an individual, any member of the immediate family (including parents, spouse, children and siblings) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or

cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise), provided that, in any event, any Person that owns directly or indirectly securities having 5% or more of the voting power for the election of directors or other governing body of a corporation or 5% or more of the partnership or other ownership interests of any other Person (other than as a limited partner of such other Person) will be deemed to control such corporation or other Person. Notwithstanding the foregoing, (a) no individual shall be an Affiliate solely by reason of his or her being a director, officer or employee of any Borrower or any of its Subsidiaries and (b) none of the Borrowers or their Wholly Owned Subsidiaries shall be Affiliates.

"Affiliate Letters of Credit" shall mean Letters of Credit issued in accordance with the requirements of Section 8.08(g) hereof.

"Affiliate Subordinated Indebtedness" shall mean Indebtedness to an Affiliate (i) for which a Borrower is directly and primarily liable, (ii) in respect of which none of its Subsidiaries is contingently or otherwise obligated, (iii) that is subordinated to the obligations of the Borrowers to pay principal of and interest on the Loans, Reimbursement Obligations, fees and other amounts payable hereunder and under the other Loan Documents pursuant to an Affiliate Subordinated Indebtedness Subordination Agreement, (iv) that does not mature prior to September 30, 2011, and that is issued pursuant to documentation containing terms (including interest, covenants and events of default) in form and substance satisfactory to the Majority Lenders, (v) that states by its terms that principal and interest in respect thereof shall only be payable to the extent permitted under Section 8.09 hereof and (vi) that is pledged by the respective holder thereof to the Administrative Agent in a manner that creates a first priority perfected security interest in favor of the Administrative Agent, as collateral security for the obligations of the Borrowers hereunder, pursuant to (in the case of Mediacom Broadband) the Guarantee and Pledge Agreement and (in the case of any other holder) a security document in form and substance satisfactory to the Administrative Agent.

"Affiliate Subordinated Indebtedness Subordination Agreement" shall mean an Affiliate Subordinated Indebtedness Subordination Agreement substantially in the form of Exhibit J hereto between any Person to whom a Borrower or any of its Subsidiaries may be obligated to pay Affiliate Subordinated Indebtedness, the Borrowers and the Administrative Agent, as the same shall be modified and supplemented and in effect from time to time.

"Applicable Lending Office" shall mean, for each Lender and for each Type of Loan, the "Lending Office" of such Lender (or of an affiliate of such Lender) designated for such Type of Loan in the Administrative Questionnaire submitted by such Lender or such other office of such Lender (or of an affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Borrowers as the office by which its Loans of such Type are to be made and maintained.

"Applicable Margin" shall mean, with respect to the Loans of any Class and Type, the respective rates indicated below for Loans of such Class and Type opposite the then-current Rate Ratio (determined pursuant to Section 3.03 hereof) indicated below (except that anything in this Agreement to the contrary notwithstanding, the Applicable Margin with respect to the Loans of any Class and Type shall be the highest margins indicated below during any period when an Event of Default shall have occurred and be continuing):

Range of Rate Ratio	Applicable Margin			
	Revolving Credit Facility/Tranche A Term Loan Facility		Tranche B Term Loan Facilities	
	Eurodollar Loans	Base Rate Loans	Eurodollar Loans	Base Rate Loans
Greater than 5.75 to 1	2.50%	1.50%	2.75%	1.75%
Greater than or equal to 5.50 to 1 but less than or equal to 5.75 to 1	2.25%	1.25%	2.75%	1.75%
Greater than or equal to 5.00 to 1 but less than 5.50 to 1	2.00%	1.00%	2.50%	1.50%
Greater than or equal to 4.50 to 1 but less than 5.00 to 1	1.75%	75%	2.50%	1.50%
Greater than or equal to 4.00 to 1 but less than 4.50 to 1	1.50%	50%	2.50%	1.50%
Greater than or equal to 3.50 to 1 but less than 4.00 to 1	1.25%	50%	2.50%	1.50%
Less than 3.50 to 1	1.00%	25%	2.50%	1.50%

The Applicable Margin for the Incremental Loans of any Series shall be determined at the time such Series of Loans is established pursuant to Section 2.01(e) hereof.

"Applicable Permitted Transaction Amount" shall mean, as at any date during any fiscal quarter during any Fiscal Period, the sum of (a) the Equity Contribution Amount and the outstanding principal amount of Affiliate Subordinated Indebtedness, as at the beginning of such fiscal quarter plus (b) the total cash equity capital contributions made, and the aggregate principal amount of Affiliate Subordinated Indebtedness advanced, to the Borrowers during the period (the "current period") commencing on the first day of such fiscal quarter through and

including such date minus (c) the sum of (i) the aggregate amount of repayments
of Affiliate Subordinated Indebtedness, and distributions in respect of equity capital, made during the current period plus (ii) the aggregate face amount of Affiliate Letters of Credit issued during the current period or during the period (the "prior period") commencing on the Closing Date through and including the last day of the fiscal quarter immediately preceding such fiscal quarter minus (iii) the aggregate amount of reductions in the undrawn face amount of Affiliate Letters of Credit (i.e. excluding reductions in such face amount that occur upon a drawing thereunder) during the current period or the prior period, together with the aggregate amount of Affiliate Letters of Credit that expire or are terminated during the current period or the prior period without being drawn.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 11.06 hereof), and accepted by the Administrative Agent, in the form of Exhibit A-1 or any other form approved by the Administrative Agent.

"Bankruptcy Code" shall mean the Federal Bankruptcy Code of 1978, as amended from time to time.

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

"Base Rate Loans" shall mean Loans that bear interest at rates based upon the Base Rate.

"Basic Documents" shall mean, collectively, this Agreement, the other Loan Documents and the Acquisition Agreements.

"Basic Subscribers" shall mean, as at any date, (a) Subscribers who subscribe to a CATV System at the regular basic monthly subscription rate for such CATV System to a single household Subscriber (exclusive of "secondary outlets", as such term is commonly understood in the cable television industry), plus (b) the number of Subscribers determined by dividing the aggregate dollar monthly amount billed for basic service to bulk Subscribers (hotels, motels, apartment buildings, hospitals and the like) located in each Region by the weighted average of the regular basic monthly subscription rates for basic service charged by the CATV Systems in such Region.

"Basle Accord" shall mean the proposals for risk-based capital framework described by the Basle Committee on Banking Regulations and Supervisory Practices in its paper

entitled "International Convergence of Capital Measurement and Capital Standards" dated July 1988, as amended, modified and supplemented and in effect from time to time or any replacement thereof.

"Broadband Acquired Assets" shall mean, in the case of any Broadband Acquisition, the CATV Systems and related assets to be acquired pursuant to such Broadband Acquisition.

"Broadband Acquisition Agreements" shall mean, collectively, the Georgia Acquisition Agreement, the Illinois Acquisition Agreement, the Iowa Acquisition Agreement and the Missouri Acquisition Agreement.

"Broadband Acquisitions" shall mean, collectively, the Georgia Acquisition, the Illinois Acquisition, the Iowa Acquisition and the Missouri Acquisition.

"Broadband Sellers" shall mean, with respect to any Broadband Acquisition Agreement, each of the entities constituting the Seller (as defined therein) party to such Broadband Acquisition Agreement.

"Business Day" shall mean any day (a) on which commercial banks are not authorized or required to close in New York City and (b) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on, a Conversion of or into, or an Interest Period for, a Eurodollar Loan or a notice by a Borrower with respect to any such borrowing, payment, prepayment, Conversion or Interest Period, that is also a day on which dealings in Dollar deposits are carried out in the London interbank market.

"Capital Expenditures" shall mean, for any period, expenditures made by the Borrowers or any of their Subsidiaries to acquire or construct fixed assets, plant and equipment (including renewals, improvements and replacements, but excluding repairs and the Acquisitions) during such period computed in accordance with GAAP. For purposes hereof, "Capital Expenditures" for any period shall include, to the extent reimbursed by the Borrowers, all capital expenditures made by the Broadband Sellers in respect of Franchises retained during such period.

"Capital Lease Obligations" shall mean, for any Person, all obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) Property to the extent such obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP, and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

"Casualty Event" shall mean, with respect to any Property of any Person, any loss of or damage to, or any condemnation or other taking of, such Property for which such Person or any of its Subsidiaries receives insurance proceeds, or proceeds of a condemnation award or other compensation.

"CATV System" shall mean any cable distribution system that receives broadcast signals by antennae, microwave transmission, satellite transmission or any other form of transmission and that amplifies such signals and distributes them to Persons who pay to receive such signals, but shall exclude wireless cable.

"Chase" shall mean The Chase Manhattan Bank.

"Class" shall have the meaning assigned to such term in Section 1.03 hereof.

"Closing Date" shall mean the date on which the initial extension of credit hereunder is made.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Collateral Account" shall have the meaning assigned to such term in the Pledge Agreement.

"Commisso Entity" shall mean, collectively, (i) Rocco Commisso, (ii) any entity controlled by Rocco Commisso and owned by Rocco Commisso, (iii) members of the immediate family of Rocco Commisso, (iv) trusts established for the benefit of Rocco Commisso or members of the immediate family of Rocco Commisso and (v) any officer or employee of MCC and Mediacom Broadband who owns shares of the capital stock of MCC.

"Commitments" shall mean, collectively, the Revolving Credit Commitments, the Tranche A Term Loan Commitments, the Tranche B Term Loan Commitments and the Incremental Facility Commitments (if any).

"Continue", "Continuation" and "Continued" shall refer to the continuation pursuant to Section 2.09 hereof of a Eurodollar Loan from one Interest Period to the next Interest Period.

"Convert", "Conversion" and "Converted" shall refer to a conversion pursuant to Section 2.09 hereof of one Type of Loans into another Type of Loans, which may be accompanied by the transfer by a Lender (at its sole discretion) of a Loan from one Applicable Lending Office to another.

"Cure Monies" shall mean proceeds of Affiliate Subordinated

Indebtedness and/or equity contributions received by the Borrowers after the date hereof that, at the time the same are received by the Borrowers, are identified by the Borrowers in a certificate of a Senior Officer delivered by the Borrowers to the Administrative Agent within one Business Day of such receipt, as constituting "Cure Monies" for purposes of Section 9.02 hereof.

"Debt Issuance" shall mean any issuance or sale by a Borrower
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or any of its Subsidiaries after the Closing Date of any debt securities, excluding, however, any Indebtedness incurred pursuant to Section 8.07(a), 8.07(c) or 8.07(f) hereof.

"Debt Service" shall mean, for any period, the sum, for the

Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following: (a) in the case of Revolving Credit Loans under this Agreement, the aggregate amount of payments of principal of such Loans that, giving effect to Commitment reductions or terminations scheduled to be made during such period pursuant to Section 2.04(a) hereof, were required to be made pursuant to Section 3.01(a) hereof during such period plus (b) in the case of Term Loans and Incremental Facility Loans under
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this Agreement and all other Indebtedness (other than Revolving Credit Loans), all regularly scheduled payments or regularly scheduled prepayments of principal of such Indebtedness (including, without limitation, the principal component of any payments in respect of Capital Lease Obligations) made or payable during such period (other than the principal component of any payments in respect of Affiliate Subordinated Indebtedness) plus (c) all Interest Expense for such
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period.

"Debt Service Coverage Ratio" shall mean, for any date, the
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ratio of (a) the product of Operating Cash Flow for the fiscal quarter ended on or most recently prior to such date times four to (b) Debt Service for the
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period of four consecutive fiscal quarters ended on or most recently prior to such date.

Notwithstanding the foregoing, the Debt Service Coverage Ratio as at the last day of any fiscal quarter during which an Acquisition is consummated shall be deemed to be equal to the ratio of (a) the product of (x) Adjusted Operating Cash Flow for such fiscal quarter times (y) four to (b) Debt
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Service for the period of four consecutive fiscal quarters ended on or most recently ended prior to such date, provided that for purposes of determining the
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Debt Service Coverage Ratio (i) as at any date prior to August 10, 2001, Adjusted Operating Cash Flow shall be determined for the three-month period ended May 31, 2001, and (ii) as at any date during the period commencing on August 10, 2001 through but not including September 30, 2001, Adjusted Operating Cash Flow shall be determined for the fiscal quarter ended June 30, 2001 and, in the case of each of the foregoing clauses (i) and (ii), Interest Expense shall be determined under the assumption that the Closing Date occurred at the beginning of the twelve-month period ended on May 31, 2001 or June 30, 2001, as applicable.

"Default" shall mean an Event of Default or an event that with notice or lapse of time or both would become an Event of Default.

"Disposition" shall mean any sale, assignment, transfer or other disposition of any Property (whether now owned or hereafter acquired) by the Borrowers or any of their Subsidiaries to any other Person excluding any sale, assignment, transfer or other disposition of any Property sold or disposed of in the ordinary course of business and on ordinary business terms.

"Dollars" and "$" shall mean lawful money of the United States of America.

"Eligible Assignee" means any bank, trust company, insurance company, fund or other financial institution.

"Environmental Claim" shall mean, with respect to any Person, any written or oral notice, claim, demand or other communication (collectively, a "claim") by any other Person alleging or asserting such Person's liability for investigatory costs, cleanup costs, governmental response costs, damages to natural resources or other Property, personal injuries, fines or penalties arising out of, based on or resulting from (i) the presence, or Release into the environment, of any Hazardous Material at any location, whether or not owned by such Person, or (ii) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law. The term "Environmental Claim" shall include, without limitation, any claim by any governmental authority for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and any claim by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence of Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

"Environmental Laws" shall mean any and all present and future Federal, state, local and foreign laws, rules or regulations, and any orders or decrees, in each case as now or hereafter in effect, relating to the regulation or protection of human health, safety or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or toxic or hazardous substances or wastes into the indoor or outdoor environment, including, without limitation, ambient air, soil, surface water, ground water, wetlands, land or subsurface strata, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or toxic or hazardous substances or wastes.

"Equity Contribution Amount" shall mean, as at any date of determination, (a) the aggregate amount of cash contributions made to the equity capital of the Borrowers during the

period from and including the respective dates of organization of the Borrowers through and including such date of determination minus (b) the aggregate amount of distributions made in respect of the equity capital of the Borrowers during such period.

"Equity Rights" shall mean, with respect to any Person, any subscriptions, options, warrants, commitments, preemptive rights or agreements of any kind (including, without limitation, any stockholders' or voting trust agreements) for the issuance, sale, registration or voting of, or securities convertible into, any additional shares of capital stock of any class or other ownership interests of any type in, such Person.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" shall mean any corporation or trade or business that is a member of any group of organizations (i) described in Section 414(b) or (c) of the Code of which a Borrower is a member and (ii) solely for purposes of potential liability under Section 302(c)(11) of ERISA and Section 412(c)(11) of the Code and the lien created under Section 302(f) of ERISA and Section 412(n) of the Code, described in Section 414(m) or (o) of the Code of which a Borrower is a member.

"Eurodollar Base Rate" shall mean, for the Interest Period for any Eurodollar Loan, the rate appearing on Page 3750 of the Telerate Service (or on any successor or substitute page of such Service, or any successor to or substitute for such Service, providing rate quotations comparable to those currently provided on such page of such Service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to Dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for the offering of Dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the Eurodollar Base Rate for such Interest Period shall be the rate at which Dollar deposits of $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"Eurodollar Loans" shall mean Loans that bear interest at rates based on rates referred to in the definition of "Eurodollar Base Rate" in this Section 1.01.

"Eurodollar Rate" shall mean, for any Eurodollar Loan for any Interest Period therefor, a rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Administrative Agent to be equal to the Eurodollar Base Rate for such Loan

for such Interest Period divided by 1 minus the Reserve Requirement (if any) for such Loan for such Interest Period.

"Event of Default" shall have the meaning assigned to such term in Section 9 hereof.

"Excess Cash Flow" shall mean, for any period, the excess of (a) Operating Cash Flow for such period over (b) the sum of (i) Capital Expenditures made during such period plus (ii) the aggregate amount of Debt Service for such period plus (iii) the Tax Payment Amount for such period plus (iv) any decreases (or minus any increases) in Working Capital from the first day to the last day of such period.

"Executive Compensation" shall mean, for any period, the aggregate amount of compensation (including, without limitation, salaries, withholding taxes, unemployment insurance contributions, pension, health and other benefits) of the Manager's executive management personnel during such period. For purposes hereof, "executive management personnel" shall not include any individual (such as a system manager) who is employed solely in connection with the day-to-day operations of a CATV System.

"FCC" shall mean the Federal Communications Commission or any governmental authority substituted therefor.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (a) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if such rate is not so published for any Business Day, the Federal Funds Rate for such Business Day shall be the average rate charged to Chase on such Business Day on such transactions as determined by the Administrative Agent.

"Fiscal Period" shall mean any fiscal year and, for the fiscal year ending December 31, 2001, the period from the Closing Date to and including December 31, 2001.

"Franchise" shall mean a franchise, license, authorization or right by contract or otherwise to construct, own, operate, promote, extend and/or otherwise exploit any CATV System operated or to be operated by the Borrowers or any of their Subsidiaries granted by any state, county, city, town, village or other local or state government authority or by the FCC. The term "Franchise" shall include each of the Franchises set forth on Schedule V hereto.

"GAAP" shall mean generally accepted accounting principles
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applied on a basis consistent with those that, in accordance with the last sentence of Section 1.02(a) hereof, are to be used in making the calculations for purposes of determining compliance with this Agreement.

"Georgia Acquisition" shall mean the acquisition of CATV

Systems and related assets by MCC Georgia pursuant to the Georgia Acquisition Agreement.

"Georgia Acquisition Agreement" shall mean the Asset Purchase
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Agreement among MCC and each of the entities constituting the Seller (as defined therein) party thereto, dated as of February 26, 2001 (Georgia), as the same shall, subject to Section 8.19 hereof, be modified and supplemented and in effect from time to time.

"Guarantee" shall mean a guarantee, an endorsement, a
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contingent agreement to purchase or to furnish funds for the payment or maintenance of, or otherwise to be or become contingently liable under or with respect to, the Indebtedness, other obligations, net worth, working capital or earnings of any Person, or a guarantee of the payment of dividends or other distributions upon the stock or equity interests of any Person, or an agreement to purchase, sell or lease (as lessee or lessor) Property, products, materials, supplies or services primarily for the purpose of enabling a debtor to make payment of such debtor's obligations or an agreement to assure a creditor against loss, and including, without limitation, causing a bank or other financial institution to issue a letter of credit or other similar instrument for the benefit of another Person, but excluding endorsements for collection or deposit in the ordinary course of business. The terms "Guarantee" and
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"Guaranteed" used as a verb shall have a correlative meaning.

"Guarantee and Pledge Agreement" shall mean a Guarantee and

Pledge Agreement substantially in the form of Exhibit D hereto between Mediacom Broadband, MCC (to the extent of its obligations under Sections 5.04 and 5.05 thereof) and the Administrative Agent, as the same shall be modified and supplemented and in effect from time to time.

"Hazardous Material" shall mean, collectively, (a) any
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petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls ("PCB's"), (b) any
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chemicals or other materials or substances that are now or hereafter become defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants", "pollutants" or words of similar import under any Environmental Law and (c) any other chemical or other material or substance, exposure to which is now or hereafter prohibited, limited or regulated under any Environmental Law.

"Illinois Acquisition" shall mean the acquisition of CATV
Systems and related assets by MCC Illinois pursuant to the Illinois Acquisition Agreement.

"Illinois Acquisition Agreement" shall mean the Asset Purchase Agreement among MCC and each of the entities constituting the Seller (as defined therein) party thereto, dated as of February 26, 2001 (Southern Illinois), as the same shall, subject to Section 8.19 hereof, be modified and supplemented and in effect from time to time.

"Incremental Facility Availability Period" shall mean the period from and including the Third Acquisition Consummation Date to but excluding December 31, 2003 (or, if such date is not a Business Day, to but excluding the immediately preceding Business Day).

"Incremental Facility Commitment" shall mean, for each Incremental Facility Lender, and for any Series thereof, the obligation of such Incremental Facility Lender to make Incremental Facility Loans of such Series (as the same may be reduced from time to time pursuant to Section 2.04 or 2.10 hereof or increased or reduced from time to time pursuant to assignments permitted under Section 11.06(b) hereof). The amount of each Lender's Incremental Facility Commitment of any Series shall be determined in accordance with the provisions of Section 2.01(e) hereof. The aggregate amount of the Incremental Facility Commitments of all Series shall not exceed (i) $200,000,000 prior to the Iowa Acquisition Consummation Date and (ii) $500,000,000 thereafter.

"Incremental Facility Lenders" shall mean, in respect of any Series of Incremental Facility Loans, the Lenders from time to time holding Incremental Facility Loans and Incremental Facility Commitments of such Series after giving effect to any assignments thereof permitted by Section 11.06(b) hereof.

"Incremental Facility Loans" shall mean the loans provided for by Section 2.01(e) hereof, which may be Base Rate Loans and/or Eurodollar Loans.

"Indebtedness" shall mean, for any Person: (a) obligations created, issued or incurred by such Person for borrowed money (whether by loan, the issuance and sale of debt securities or the sale of Property to another Person subject to an understanding or agreement, contingent or otherwise, to repurchase such Property from such Person), including, without limitation, Affiliate Subordinated Indebtedness; (b) obligations of such Person to pay the deferred purchase or acquisition price of Property or services, other than trade accounts payable (other than for borrowed money) arising, and accrued expenses incurred, in the ordinary course of business so long as such trade accounts payable are payable within 120 days of the date the respective goods are delivered or the respective services are rendered; (c) Indebtedness of others secured by a Lien on the Property of such Person, whether or not the respective indebtedness so secured has been assumed by such Person; (d) obligations of such Person in respect of letters of

credit or similar instruments issued or accepted by banks and other financial institutions for account of such Person; (e) Capital Lease Obligations of such Person; and (f) Indebtedness of others Guaranteed by such Person; provided that
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Indebtedness shall exclude (i) obligations in respect of surety and performance bonds backing pole rental or conduit attachments and the like, or backing obligations under Franchises, arising in the ordinary course of business of the CATV Systems and related telecommunications services of the Borrowers and their Subsidiaries and (ii) all obligations in respect of Interest Rate Protection Agreements.

"Information Memorandum" shall mean the Confidential

Information Memorandum dated April 2001 prepared in connection with the syndication of the credit facilities provided for in this Agreement.

"Interest Coverage Ratio" shall mean, as at any date, the
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ratio of (a) Operating Cash Flow for the fiscal quarter ending on, or most recently ended prior to, such date to (b) Interest Expense for such fiscal quarter.

Notwithstanding the foregoing, (a) the Interest Coverage Ratio as at the last day of any fiscal quarter during which an Acquisition is consummated shall be deemed to be equal to the ratio of Adjusted Operating Cash Flow for such fiscal quarter to Interest Expense for such fiscal quarter and (b) the Interest Coverage Ratio (i) as at any date prior to August 10, 2001, shall be determined for the three-month period ended May 31, 2001, and (ii) as at any date during the period commencing on August 10, 2001 through but not including September 30, 2001, shall be determined for the fiscal quarter ended June 30, 2001 and, in the case of each of the foregoing clauses (i) and (ii), Interest Expense shall be determined under the assumption that the Closing Date occurred at the beginning of such three-month period or fiscal quarter.

"Interest Expense" shall mean, for any period, the sum, for
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the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following: (a) all interest in respect of Indebtedness (including, without limitation, the interest component of any payments in respect of Capital Lease Obligations) accrued or capitalized during such period (whether or not actually paid during such period) and all commitment fees payable hereunder, but excluding all interest in respect of Affiliate Subordinated Indebtedness (to the extent not paid in cash during such period), plus (b) the net amount payable (or minus the net amount receivable)
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under Interest Rate Protection Agreements during such period (whether or not actually paid or received during such period) plus (c) the aggregate amount of
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upfront or one-time fees or expenses payable in respect of Interest Rate Protection Agreements to the extent such fees or expenses are amortized during such period.

Notwithstanding the foregoing, if during any period for which Interest Expense is being determined the Borrowers or any of their Subsidiaries shall have consummated any acquisition of any CATV System or other business, or consummated any Disposition, then, for

all purposes of this Agreement, Interest Expense shall be determined on a pro forma basis as if such acquisition or Disposition had been made or consummated (and any related Indebtedness incurred or repaid) on the first day of such period.

"Interest Period" shall mean, with respect to any Eurodollar Loan, each period commencing on the date such Eurodollar Loan is made or Converted from a Base Rate Loan or (in the event of a Continuation) the last day of the next preceding Interest Period for such Loan and ending on the numerically corresponding day in the first, second, third or sixth calendar month thereafter, as the Borrowers may select as provided in Section 4.05 hereof, except that each Interest Period that commences on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month. Notwithstanding the foregoing:

(i) if any Interest Period for any Revolving Credit Loan would otherwise end after the Revolving Credit Commitment Termination Date, such Interest Period shall end on the Revolving Credit Commitment Termination Date;

(ii) no Interest Period for any Revolving Credit Loan may commence before and end after any Revolving Credit Commitment Reduction Date unless, after giving effect thereto, the aggregate principal amount of Revolving Credit Loans having Interest Periods that end after such Revolving Credit Commitment Reduction Date shall be equal to or less than the aggregate principal amount of Revolving Credit Loans scheduled to be outstanding after giving effect to the payments of principal required to be made on such Revolving Credit Commitment Reduction Date;

(iii) no Interest Period for any Term Loan of either Class may commence before and end after any Principal Payment Date unless, after giving effect thereto, the aggregate principal amount of the Term Loans of such Class having Interest Periods that end after such Principal Payment Date shall be equal to or less than the aggregate principal amount of the Term Loans of such Class scheduled to be outstanding after giving effect to the payments of principal required to be made on such Principal Payment Date;

(iv) no Interest Period for any Incremental Facility Loan of any Series may commence before and end after any Principal Payment Date unless, after giving effect thereto, the aggregate principal amount of the Incremental Facility Loans of such Series having Interest Periods that end after such Principal Payment Date shall be equal to or less than the aggregate principal amount of the Incremental Facility Loans of such Series scheduled to be outstanding after giving effect to the payments of principal required to be made on such Principal Payment Date;

(v) each Interest Period that would otherwise end on a day that is not a Business Day shall end on the next succeeding Business Day (or, if such next succeeding Business Day falls in the next succeeding calendar month, on the next preceding Business Day);

(vi) the initial Interest Period for any Tranche B-2 Term Loans that are Eurodollar Loans shall end on the Tranche B Coordination Date; and

(vii) notwithstanding clauses (i), (ii), (iii) and (iv) above, no Interest Period shall have a duration of less than one month and, if the Interest Period for any Eurodollar Loan would otherwise be a shorter period, such Loan shall not be available hereunder for such period.

"Interest Rate Protection Agreement" shall mean, for any

Person, an interest rate swap, cap or collar agreement or similar arrangement between such Person and one or more financial institutions providing for the transfer or mitigation of interest risks either generally or under specific contingencies. For purposes hereof, the "credit exposure" at any time of any
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Person under an Interest Rate Protection Agreement to which such Person is a party shall be determined at such time in accordance with the standard methods of calculating credit exposure under similar arrangements as prescribed from time to time by the Administrative Agent, taking into account potential interest rate movements and the respective termination provisions and notional principal amount and term of such Interest Rate Protection Agreement.

"Investment" shall mean, for any Person: (a) the acquisition

(whether for cash, Property, services or securities or otherwise) of capital stock, bonds, notes, debentures, partnership or other ownership interests or other securities of any other Person or any agreement to make any such acquisition (including, without limitation, any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such sale); (b) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person), but excluding any such advance, loan or extension of credit having a term not exceeding 90 days arising in connection with the sale of programming or advertising time by such Person in the ordinary course of business; (c) the entering into of any Guarantee of, or other contingent obligation with respect to, Indebtedness or other liability of any other Person and (without duplication) any amount committed to be advanced, lent or extended to such Person; or (d) the entering into of any Interest Rate Protection Agreement.

"Iowa Acquisition" shall mean the acquisition of CATV Systems
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and related assets by MCC Iowa pursuant to the Iowa Acquisition Agreement.

"Iowa Acquisition Agreement" shall mean the Asset Purchase
Agreement among MCC and each of the entities constituting the Seller (as defined therein) party thereto, dated as of February 26, 2001 (Iowa/Illinois), as the same shall, subject to Section 8.19 hereof, be modified and supplemented and in effect from time to time.

"Iowa Acquisition Consummation Date" shall mean a date not earlier than the Third Acquisition Consummation Date on which the Iowa Acquisition is consummated.

"Issuing Lender" shall mean Chase, as the issuer of Letters of Credit under Section 2.03 hereof, together with its successors and assigns in such capacity.

"Lender Affiliate" shall mean, (a) with respect to any Lender, (i) an Affiliate of such Lender or (ii) any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by a Lender or an Affiliate of such Lender and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"Letter of Credit" shall have the meaning assigned to such term in Section 2.03 hereof.

"Letter of Credit Documents" shall mean, with respect to any Letter of Credit, collectively, any application therefor and any other agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or at risk with respect to such Letter of Credit or (b) any collateral security for any of such obligations, each as the same may be modified and supplemented and in effect from time to time.

"Letter of Credit Interest" shall mean, for each Revolving Credit Lender, such Lender's participation interest (or, in the case of the Issuing Lender, the Issuing Lender's retained interest) in the Issuing Lender's liability under Letters of Credit and such Lender's rights and interests in Reimbursement Obligations and fees, interest and other amounts payable in connection with Letters of Credit and Reimbursement Obligations.

"Letter of Credit Liability" shall mean, without duplication, at any time and in respect of any Letter of Credit, the sum of (a) the undrawn face amount of such Letter of Credit plus (b) the aggregate unpaid principal amount of all Reimbursement Obligations of the Borrowers at such time due and payable in respect of all drawings made under such Letter of Credit. For purposes of this Agreement, a Revolving Credit Lender (other than the Issuing

Lender) shall be deemed to hold a Letter of Credit Liability in an amount equal to its participation interest in the related Letter of Credit under Section 2.03 hereof, and the Issuing Lender shall be deemed to hold a Letter of Credit Liability in an amount equal to its retained interest in the related Letter of Credit after giving effect to the acquisition by the Revolving Credit Lenders other than the Issuing Lender of their participation interests under said Section 2.03.

"Lien" shall mean, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property. For purposes of this Agreement and the other Loan Documents, a Person shall be deemed to own subject to a Lien any Property that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease) relating to such Property.

"Loan Documents" shall mean, collectively, this Agreement, the Letter of Credit Documents, the Security Documents, each Management Fee Subordination Agreement and each Affiliate Subordinated Indebtedness Subordination Agreement.

"Loans" shall mean, collectively, the Revolving Credit Loans, the Tranche A Term Loans, the Tranche B Term Loans and the Incremental Facility Loans.

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

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

"Majority Revolving Credit Lenders" shall mean Revolving
Credit Lenders having more than 50% of the aggregate amount of the Revolving Credit Commitments or, if the Revolving Credit Commitments shall have terminated, Revolving Credit Lenders holding more than 50% of the sum of (a) the aggregate unpaid principal amount of the Revolving Credit Loans plus (b) the aggregate amount of all Letter of Credit Liabilities.

"Management Agreements" shall mean, collectively, the
Management Agreements, each dated as of June 6, 2001, between MCC Georgia, MCC Illinois, MCC Iowa and MCC Missouri, respectively, and MCC, in each case as the same shall, subject to Section 8.19 hereof, be modified and supplemented and in effect from time to time.

"Management Fee Subordination Agreement" shall mean a
Management Fee Subordination Agreement substantially in the form of Exhibit F hereto between the Manager (or, as contemplated by Section 8.11 hereof, any other Person to whom the Borrowers or any of their Subsidiaries may be obligated to pay Management Fees), the Borrowers and the Administrative Agent, as the same shall be modified and supplemented and in effect from time to time.

"Management Fees" shall mean, for any period, the sum of all
fees, salaries and other compensation (including, without limitation, all Executive Compensation) paid or incurred by the Borrowers to Affiliates (other than Affiliates that are employees of the Borrowers and their Subsidiaries) in respect of services rendered in connection with the management or supervision of the Borrowers and their Subsidiaries, provided that Management Fees shall exclude the aggregate amount of intercompany shared expenses payable to Mediacom Broadband, MCC or MLLC or any of their Subsidiaries that are allocated by MCC to the Borrowers and their Subsidiaries in accordance with Section 5.04 of the Guarantee and Pledge Agreement (other than the allocated amount of Executive Compensation, which Executive Compensation shall in any event constitute Management Fees hereunder).

"Manager" shall mean MCC, or any successor in such capacity as
manager of the Borrowers.

"Margin Stock" shall mean "margin stock" within the meaning of
Regulations T, U and X.

"Material Adverse Effect" shall mean a material adverse effect
on (a) the Property, business, operations, financial condition, prospects, liabilities or capitalization of the Borrowers and their Subsidiaries taken as a whole, (b) the ability of any Obligor to perform its obligations under any of the Loan Documents to which it is a party, (c) the validity or enforceability of any of the Loan Documents, (d) the rights and remedies of the Lenders and the Administrative Agent under any of the Loan Documents or (e) the timely payment of the

principal of or interest on the Loans or the Reimbursement Obligations or other amounts payable in connection therewith.

"MCC" shall mean Mediacom Communications Corporation, a Delaware corporation.

"Mediacom Broadband" shall mean Mediacom Broadband LLC, a Delaware limited liability company.

"Missouri Acquisition" shall mean the acquisition of CATV Systems and related assets by MCC Missouri pursuant to the Missouri Acquisition Agreement.

"Missouri Acquisition Agreement" shall mean the Asset Purchase Agreement among MCC and each of the entities constituting the Seller (as defined therein) party thereto, dated as of February 26, 2001 (Central Missouri), as the same shall, subject to Section 8.19 hereof, be modified and supplemented and in effect from time to time.

"MLLC" shall mean Mediacom LLC, a New York limited liability company.

"Multiemployer Plan" shall mean a multiemployer plan defined as such in Section 3(37) of ERISA to which contributions have been made by a Borrower or any ERISA Affiliate and that is covered by Title IV of ERISA.

"Net Available Proceeds" shall mean:

(i) in the case of any Disposition, the amount of Net Cash Payments received in connection with such Disposition net of (A) the Tax Payment Amount, if any, attributable to such Disposition and (B) any transfer taxes (without duplication of taxes deducted in determining such Net Cash Payments) payable by the Borrowers or any of their Subsidiaries in respect of such Disposition;

(ii) in the case of any Casualty Event, the aggregate amount of proceeds of insurance, condemnation awards and other compensation received by the Borrowers and their Subsidiaries in respect of such Casualty Event net of (A) reasonable expenses incurred by the Borrowers and their Subsidiaries in connection therewith, (B) contractually required repayments of Indebtedness to the extent secured by a Lien on such Property, (C) the Tax Payment Amount, if any, attributable to such Casualty Event and (D) any transfer taxes payable by the Borrowers or any of their Subsidiaries in respect of such Casualty Event; and

(iii) in the case of any Debt Issuance, the aggregate amount of all cash received by the Borrowers or any of their Subsidiaries in respect of such Debt Issuance, net of reasonable expenses incurred by the Borrowers and their Subsidiaries in connection therewith.

"Net Cash Payments" shall mean, with respect to any Disposition, the aggregate amount of all cash payments, and the fair market value of any non-cash consideration, received by the Borrowers and their Subsidiaries directly or indirectly in connection with such Disposition; provided that (a) Net Cash Payments shall be net of the amount of any legal, accounting, broker, title and recording tax expenses, commissions, finders' fees and other fees and expenses paid by the Borrowers and their Subsidiaries in connection with such Disposition and (b) Net Cash Payments shall be net of any repayments by the Borrowers and their Subsidiaries of Indebtedness to the extent that (i) such Indebtedness is secured by a Lien on the Property that is the subject of such Disposition and (ii) the transferee of (or holder of a Lien on) such Property requires that such Indebtedness be repaid as a condition to the purchase of such Property.

"Obligors" shall mean, collectively, the Borrowers, Mediacom Broadband, MCC and, effective upon execution and delivery of any Subsidiary Guarantee Agreement, each Subsidiary of the Borrowers so executing and delivering such Subsidiary Guarantee Agreement.

"Operating Agreements" shall mean, collectively, the Operating Agreements, each dated as of June 6, 2001, for MCC Georgia, MCC Illinois, MCC Iowa and MCC Missouri, respectively, in each case as the same shall be modified and supplemented and in effect from time to time.

"Operating Cash Flow" shall mean, for any period, the sum, for the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following: (a) System Cash Flow minus (b) Management Fees paid during such period to the extent not exceeding 4.00% of the gross operating revenues of the Borrowers and their Subsidiaries for such period.

"Pay TV Units" shall mean the aggregate number of premium or pay television services to which Subscribers subscribe.

"PBGC" shall mean the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

"Permitted Investments" shall mean: (a) direct obligations of the United States of America, or of any agency thereof, or obligations guaranteed as to principal and interest by the United States of America, or of any agency thereof, in either case maturing not more than 90

days from the date of acquisition thereof; (b) certificates of deposit issued by any bank or trust company organized under the laws of the United States of America or any state thereof and having capital, surplus and undivided profits of at least $500,000,000, maturing not more than 90 days from the date of acquisition thereof; and (c) commercial paper rated A-1 or better or P-1 by Standard & Poor's Ratings Services, a division of McGraw-Hill Companies, Inc., or Moody's Investors Services, Inc., respectively, maturing not more than 90 days from the date of acquisition thereof; in each case so long as the same (x) provide for the payment of principal and interest (and not principal alone or interest alone) and (y) are not subject to any contingency regarding the payment of principal or interest.

"Person" shall mean any individual, corporation, company, voluntary association, partnership, limited liability company, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

"Plan" shall mean an employee benefit or other plan established or maintained by the Borrowers or any ERISA Affiliates and that is covered by Title IV of ERISA, other than a Multiemployer Plan.

"Pledge Agreement" shall mean a Pledge Agreement substantially in the form of Exhibit C hereto between the Borrowers, each of the additional parties, if any, that becomes a "Securing Party" thereunder, and the Administrative Agent, as the same shall be modified and supplemented and in effect from time to time.

"Post-Default Rate" shall mean a rate per annum equal to 2% plus the Base Rate as in effect from time to time plus the Applicable Margin for Base Rate Loans, provided that, with respect to principal of a Eurodollar Loan that shall become due (whether at stated maturity, by acceleration, by optional or mandatory prepayment or otherwise) on a day other than the last day of the Interest Period therefor, the "Post-Default Rate" shall be, for the period from and including such due date to but excluding the last day of such Interest Period, 2% plus the interest rate for such Loan as provided in Section 3.02(b) hereof and, thereafter, the rate provided for above in this definition.

"Prime Rate" shall mean the rate of interest from time to time announced by Chase at its principal office in New York City as its prime commercial lending rate.

"Principal Payment Dates" shall mean (a) in the case of the Term Loans, the last Business Day of March, June, September and December of each year, commencing with September 30, 2004, through and including September 30, 2010 and (b) in the case of Incremental Facility Loans of any Series, such dates as shall have been agreed upon between the Borrowers and the respective Incremental Facility Lenders of such Series pursuant to Section

2.01(e) hereof at the time such Lenders become obligated to make such Incremental Facility Loans hereunder.

"Property" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Purchase Price" shall mean, without duplication, with respect to any Subsequent Acquisition, an amount equal to the sum of (i) the aggregate consideration, whether cash, Property or securities (including, without limitation, any Indebtedness incurred pursuant to paragraph (f) of Section 8.07 hereof), paid or delivered by the Borrowers and their Subsidiaries in connection with such acquisition plus (ii) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of the Borrowers and their Subsidiaries after giving effect to such acquisition.

"Quarterly Dates" shall mean the last Business Day of March, June, September and December in each year, the first of which shall be the first such day after the date of this Agreement.

"Quarterly Officer's Report" shall mean a quarterly report of a Senior Officer with respect to Basic Subscribers, homes passed, revenues per Subscriber and Pay TV Units, substantially in the form of Exhibit B hereto.

"Quarterly Payment Period" shall mean (i) initially, the period from and including the Closing Date through and including the Quarterly Date falling on the last Business Day of December, 2001 and (ii) thereafter, each successive three-month period from and including a Quarterly Date to but not including the next following Quarterly Date.

"Rate Ratio" shall mean, for any Quarterly Payment Period, the daily average of the Total Leverage Ratio during the fiscal quarter ending immediately prior to the first day of such Quarterly Payment Period. By way of illustration, the Rate Ratio for a Quarterly Payment Period commencing on the last Business Day of June of any year shall be the daily average of the Total Leverage Ratio during the fiscal quarter ending on the March 31 immediately preceding the last Business Day of such June. Notwithstanding the foregoing, during the first Quarterly Payment Period (i.e. the period from and including the Closing Date to but not including the last Business Day of December 2001), the Rate Ratio shall be the Total Leverage Ratio on the Closing Date (computed on a pro forma basis after giving effect to the borrowings to be made to enable the Borrowers to effect any Broadband Acquisition being consummated on the Closing Date).

"Rate Ratio Certificate" shall mean, for any Quarterly Payment Period commencing with the Quarterly Payment Period beginning with the last Business Day of December 2001, a certificate of a Senior Officer setting forth, in reasonable detail, the calculation (and the basis for such calculation) of the Rate Ratio for use in determining the Applicable Margin hereunder during such Quarterly Payment Period.

"Region" shall mean each geographic region into which the CATV Systems of the Borrowers and their Subsidiaries are divided for operating and management purposes.

"Register" shall have the meaning assigned to such term in Section 11.06(g) hereof.

"Regulations A, D, T, U and X" shall mean, respectively, Regulations A, D, T, U and X of the Board of Governors of the Federal Reserve System (or any successor), as the same may be modified and supplemented and in effect from time to time.

"Regulatory Change" shall mean, with respect to any Lender, any change after the date hereof in Federal, state or foreign law or regulations (including, without limitation, Regulation D) or the adoption or making after such date of any interpretation, directive or request applying to a class of banks including such Lender of or under any Federal, state or foreign law or regulations (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Reimbursement Obligations" shall mean, at any time, the obligations of the Borrowers then outstanding, or that may thereafter arise in respect of all Letters of Credit then outstanding, to reimburse amounts paid by the Issuing Lender in respect of any drawings under a Letter of Credit.

"Release" shall mean any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or subsurface strata.

"Reserve Requirement" shall mean, for any Interest Period for any Eurodollar Loan, the average maximum rate at which reserves (including, without limitation, any marginal, supplemental or emergency reserves) are required to be maintained during such Interest Period under Regulation D by member banks of the Federal Reserve System in New York City with deposits exceeding one billion Dollars against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement shall include any other reserves required to be maintained by such member banks by reason of any

Regulatory Change with respect to (i) any category of liabilities that includes deposits by reference to which the Eurodollar Base Rate is to be determined as provided in the definition of "Eurodollar Base Rate" in this Section 1.01 or (ii) any category of extensions of credit or other assets that includes Eurodollar Loans.

"Reserved Commitment Amount" shall have the meaning assigned to such term in Section 2.01(a) hereof.

"Restricted Payments" shall mean, collectively, (a) all distributions of the Borrowers (in cash, Property or obligations) on, or other payments or distributions on account of, or the setting apart of money for a sinking or other analogous fund for, or the purchase, redemption, retirement or other acquisition of, any portion of any ownership interest in the Borrowers or of any warrants, options or other rights to acquire any such ownership interest (or to make any payments to any Person, such as "phantom stock" payments, where the amount thereof is calculated with reference to fair market or equity value of the Borrowers or any of their Subsidiaries), (b) any payments made by a Borrower to any holders of any equity interests in the Borrowers that are designed to reimburse such holders for the payment of any taxes attributable to the operations of the Borrowers and their Subsidiaries, (c) any payments of principal of or interest on Affiliate Subordinated Indebtedness, (d) any payments in respect of Management Fees and (e) any Affiliate Letters of Credit issued by the Issuing Lender for the account of the Borrowers.

"Revolving Credit Availability Date" shall mean the Third Acquisition Consummation Date, so long as (a) the entire amount of the Tranche B-1 Term Loans shall have been applied to the consummation of one or more of the Broadband Acquisitions (i.e. not including proceeds of Tranche B-1 Term Loans held in escrow pursuant to Section 2.01(g) hereof) and (b) no prepayments of any Tranche B Term Loans pursuant to Section 2.09 hereof shall have occurred subsequent to the date of such drawing of Term Loans.

"Revolving Credit Commitment" shall mean, as to each Revolving Credit Lender, the obligation of such Lender to make Revolving Credit Loans, and to issue or participate in Letters of Credit pursuant to Section 2.03 hereof, in an aggregate principal or face amount at any one time outstanding up to but not exceeding the amount set forth opposite the name of such Lender on Schedule I hereto under the caption "Revolving Credit Commitment" or, in the case of a Person that becomes a Revolving Credit Lender pursuant to an assignment permitted under Section 11.06(b), as specified in the respective instrument of assignment pursuant to which such assignment is effected (as the same may be reduced from time to time pursuant to Section 2.04 or 2.10 hereof or increased or reduced from time to time pursuant to assignments permitted under said Section 11.06(b)). The original aggregate principal amount of the Revolving Credit Commitments is $600,000,000.

"Revolving Credit Commitment Percentage" shall mean, with respect to any Revolving Credit Lender, the ratio of (a) the amount of the Revolving Credit Commitment of such Lender to (b) the aggregate amount of the Revolving Credit Commitments of all of the Lenders.

"Revolving Credit Commitment Reduction Dates" shall mean the last Business Day of March, June, September and December in each year, commencing with December 31, 2004, through and including March 31, 2010.

"Revolving Credit Commitment Termination Date" shall mean the Revolving Credit Commitment Reduction Date falling on or nearest to March 31, 2010.

"Revolving Credit Lenders" shall mean (a) on the date hereof, the Lenders having Revolving Credit Commitments on Schedule I hereto and (b) thereafter, the Lenders from time to time holding Revolving Credit Loans and Revolving Credit Commitments after giving effect to any assignments thereof permitted by Section 11.06(b) hereof.

"Revolving Credit Loans" shall mean the loans provided for in Section 2.01(a) hereof, which may be Base Rate Loans and/or Eurodollar Loans.

"Security Documents" shall mean, collectively, the Pledge Agreement, the Guarantee and Pledge Agreement and the Subsidiary Guarantee Agreements, and all Uniform Commercial Code financing statements required by the Pledge Agreement, the Guarantee and Pledge Agreement and the Subsidiary Guarantee Agreements, to be filed with respect to the security interests created pursuant to the Pledge Agreement, the Guarantee and Pledge Agreement and the Subsidiary Guarantee Agreements.

"Senior Officer" shall mean an individual that is the chairman, chief executive officer, chief financial officer, treasurer, controller or director of corporate finance of the Manager, acting for and on behalf of the Borrowers.

"Series" has the meaning set forth in Section 2.01(e).

"Special Reductions" shall mean, as at any date during any fiscal quarter, the aggregate amount of reductions during such fiscal quarter through such date in the undrawn face amount of Affiliate Letters of Credit issued during such fiscal quarter (i.e. excluding reductions in such face amount that occur upon a drawing under such Affiliate Letters of Credit), together with the aggregate amount of Affiliate Letters of Credit issued during such fiscal quarter that expire or are terminated during such fiscal quarter through such date without being drawn.

"Subscriber" shall mean a Person who subscribes to one or more of the cable television services of the Borrowers and their Subsidiaries and includes both Basic Subscribers and Persons who subscribe to Pay TV Units, but excluding each such Person who is pending disconnection for any reason or is delinquent in payment for such services for more than 60 days or who has not paid in full without discount at least one monthly bill generated in the ordinary course of business.

"Subsequent Acquisition Agreements" shall mean each agreement pursuant to which a Subsequent Acquisition shall be consummated, as the same shall, be modified and supplemented and in effect from time to time.

"Subsequent Acquisitions" shall mean any acquisition permitted under 8.05(d)(v) hereof.

"Subsidiary" shall mean, with respect to any Person, any corporation, partnership, limited liability company or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Subsidiary Guarantee Agreement" shall mean a Subsidiary Guarantee Agreement substantially in the form of Exhibit E hereto by a Subsidiary of a Borrower in favor of the Administrative Agent, as the same shall be modified and supplemented and in effect from time to time.

"Subsidiary Guarantor" shall mean any Subsidiary of the Borrowers that executes and delivers a Subsidiary Guarantee Agreement.

"Supplemental Capital" shall mean (a) advances made by an Affiliate to the Borrowers constituting Affiliate Subordinated Indebtedness (excluding any Cure Monies) and (b) equity contributions by an Affiliate subsequent to the date of this Agreement (excluding any Cure Monies).

"System Cash Flow" shall mean, for any period, the sum, for the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP), of the following: (a) gross operating revenues (not including extraordinary items) for

such period minus (b) all operating expenses (not including extraordinary items)
for such period, including, without limitation, technical, programming and selling, general and administrative expenses, but excluding (to the extent included in operating expenses) income taxes, Management Fees, depreciation, amortization and interest expense (including, without limitation, all items included in Interest Expense), plus (c) any compensation received for management services provided by the Borrowers during such period in respect of any Franchises retained by (i) the respective Broadband Sellers pursuant to the Broadband Acquisition Agreements to which they are party and (ii) any Franchises retained by the seller pursuant to any Subsequent Acquisition Agreement during any such period plus (d) to the extent reimbursed by the Borrowers, all capital expenditures made by the Broadband Sellers in respect of Franchises retained during such period, provided that gross operating revenues and operating expenses for any period shall exclude all extraordinary and unusual items and all non-cash items. For the purposes of determining System Cash Flow, gross operating revenues will include revenues received in cash in respect of investments, so long as such investments are recurring (i.e. reasonably expected to continue for four or more fiscal quarters) and do not for any period exceed 20% of gross operating revenues for such period (not including (i) extraordinary items and (ii) such investment revenues).

Notwithstanding the foregoing, (i) if during any period for which System Cash Flow is being determined the Borrowers or any of their Subsidiaries shall have consummated any acquisition of any CATV System or other business, or consummated any Disposition, then, for all purposes of this Agreement (other than for purposes of the definition of Excess Cash Flow), System Cash Flow shall be determined on a pro forma basis as if such acquisition or Disposition had been made or consummated on the first day of such period and (ii) System Cash Flow for all purposes of this Agreement for any period ended on or before June 30, 2001 shall be calculated on a pro forma basis under the assumption that the Closing Date occurred at the beginning of such period.

"Tax Payment Amount" shall mean, for any period, an amount not exceeding in the aggregate the amount of Federal, state and local income taxes the Borrowers would otherwise have paid in the event they were corporations (other than "S corporations" within the meaning of Section 1361 of the Code) for such period and all prior periods.

"Term Loan Commitment Expiration Date" shall mean November 30, 2001.

"Term Loan Commitments" shall mean, collectively, the Tranche A Term Loan Commitments and the Tranche B Term Loan Commitments.

"Term Loan Lenders" shall mean (a) on the date hereof, the Lenders having Term Loan Commitments on Schedule I hereto and (b) thereafter, the Lenders from time to time

holding Term Loans and Term Commitments after giving effect to any assignments thereof permitted by Section 11.06(b) hereof.

"Term Loans" shall mean, collectively, the Tranche A Term Loans and the Tranche B Term Loans.

"Third Acquisition Consummation Date" shall mean the date on which all three of the Georgia Acquisition, the Illinois Acquisition and the Missouri Acquisition have been consummated, regardless of whether the consummation of such Acquisitions occurs on the same or different dates.

"Total Leverage Ratio" shall mean, as at any date, the ratio of (a) the aggregate amount of all Indebtedness of the Borrowers and their Subsidiaries (excluding Affiliate Subordinated Indebtedness and the first $10,000,000 of Capital Lease Obligations and non-recourse liens described in clauses (c) and (e) of the definition of Indebtedness as defined in this Section 1.01) as at such date to (b) the product of (x) System Cash Flow for the fiscal quarter ending on, or most recently ended prior to, such date times (y) four.

Notwithstanding the foregoing, the Total Leverage Ratio as at any date during any fiscal quarter during which an Acquisition is consummated shall be deemed to be equal to the ratio of (a) the aggregate amount of all Indebtedness of the Borrowers and their Subsidiaries (excluding Affiliate Subordinated Indebtedness and the first $10,000,000 of Capital Lease Obligations and non-recourse liens described in clauses (c) and (e) of the definition of Indebtedness as defined in this Section 1.01) as at such date to (b) the product of Adjusted System Cash Flow for the immediately preceding fiscal quarter (or, if such date is prior to August 10, 2001, for the three-month period ended May 31, 2001) times four.

"Tranche A Term Loan Commitment" shall mean, as to each Tranche A Term Loan Lender, the obligation of such Lender to make Tranche A Term Loans in an aggregate principal amount up to, but not exceeding, the amount set forth opposite the name of such Lender on Schedule I under the caption "Tranche A Term Loan Commitment" or, in the case of a Person that becomes a Tranche A Term Loan Lender pursuant to an assignment permitted under Section 11.06(b), as specified in the respective instrument of assignment pursuant to which such assignment is effected (as the same may be reduced at any time or from time to time pursuant to Section 2.04 or 2.10 or increased or reduced from time to time pursuant to assignments permitted under said Section 11.06(b)). The original aggregate principal amount of the Tranche A Term Loan Commitments is $300,000,000.

"Tranche A Term Loan Lenders" shall mean (a) on the date hereof, the Lenders having Tranche A Term Loan Commitments on Schedule I and (b) thereafter, the Lenders from

time to time holding Tranche A Term Loans and Tranche A Term Loan Commitments after giving effect to any assignments thereof permitted by Section 11.06(b).

"Tranche A Term Loans" shall mean the loans provided for in Section 2.01(b), which may be Base Rate Loans and/or Eurodollar Loans.

"Tranche B Coordination Date" shall mean the last day of the Interest Period for the Tranche B-1 Term Loans commencing on or after the date upon which the Tranche B-2 Term Loans shall be made (or, in the event that the Tranche B-1 Term Loans are all Base Rate Loans on the date the Tranche B-2 Term Loans shall be made, the "Tranche B Coordination Date" shall be the date the Tranche B-2 Term Loans are made); provided that if the Tranche B-2 Term Loan Commitments shall terminate without the Tranche B-2 Term Loans being made, the "Tranche B Coordination Date" shall be the last day of the Interest Period for the Tranche B-1 Term Loans in effect on the date of such termination (or, in the event that on such date the Tranche B-1 Term Loans are Base Rate Loans, the "Tranche B Coordination Date" shall be the date of such termination).

"Tranche B Term Loan Commitments" shall mean, collectively, the Tranche B-1 Term Loan Commitments and the Tranche B-2 Term Loan Commitments.

"Tranche B Term Loan Lenders" shall mean, collectively, the Lenders having Tranche B-1 Term Loan Commitments and Tranche B-2 Term Loan Commitments and, as applicable, the Lenders from time to time holding Tranche B Term Loans.

"Tranche B Term Loans" shall mean, collectively, the Tranche B-1 Term Loans and the Tranche B-2 Term Loans which, on and after the Tranche B Coordination Date as provided in Section 1.03 hereof, shall be deemed to be a single Class of Loans designated as "Tranche B Term Loans" hereunder.

"Tranche B-1 Term Loan Commitment" shall mean, as to each Tranche B-1 Term Loan Lender, the obligation of such Lender to make Tranche B-1 Term Loans in an aggregate principal amount up to, but not exceeding, the amount set forth opposite the name of such Lender on Schedule I under the caption "Tranche B-1 Term Loan Commitment" or, in the case of a Person that becomes a Tranche B-1 Term Loan Lender pursuant to an assignment permitted under Section 11.06(b), as specified in the respective instrument of assignment pursuant to which such assignment is effected (as the same may be reduced at any time or from time to time pursuant to Section 2.04 or 2.10 or increased or reduced from time to time pursuant to assignments permitted under said Section 11.06(b)). The original aggregate principal amount of the Tranche B-1 Term Loan Commitments is $350,000,000.

"Tranche B-1 Term Loan Lenders" shall mean (a) on the date hereof, the Lenders having Tranche B-1 Term Loan Commitments on Schedule I and (b) thereafter, the Lenders from time to time holding Tranche B-1 Term Loans and Tranche B-1 Term Loan Commitments after giving effect to any assignments thereof permitted by Section 11.06(b).

"Tranche B-1 Term Loans" shall mean the loans provided for in Section 2.01(c), which may be Base Rate Loans and/or Eurodollar Loans.

"Tranche B-2 Term Loan Commitment" shall mean, as to each Tranche B-2 Term Loan Lender, the obligation of such Lender to make Tranche B-2 Term Loans in an aggregate principal amount up to, but not exceeding, the amount set forth opposite the name of such Lender on Schedule I under the caption "Tranche B-2 Term Loan Commitment" or, in the case of a Person that becomes a Tranche B-2 Term Loan Lender pursuant to an assignment permitted under Section 11.06(b), as specified in the respective instrument of assignment pursuant to which such assignment is effected (as the same may be reduced at any time or from time to time pursuant to Section 2.04 or 2.10 or increased or reduced from time to time pursuant to assignments permitted under said Section 11.06(b)). The original aggregate principal amount of the Tranche B-2 Term Loan Commitments is $150,000,000.

"Tranche B-2 Term Loan Lenders" shall mean (a) on the date hereof, the Lenders having Tranche B-2 Term Loan Commitments on Schedule I and (b) thereafter, the Lenders from time to time holding Tranche B-2 Term Loans and Tranche B-2 Term Loan Commitments after giving effect to any assignments thereof permitted by Section 11.06(b).

"Tranche B-2 Term Loans" shall mean the loans provided for in Section 2.01(d), which may be Base Rate Loans and/or Eurodollar Loans.

"Type" shall have the meaning assigned to such term in Section 1.03 hereof.

"U.S. Person" shall mean a citizen or resident of the United States of America, a corporation, partnership, limited liability company or other entity created or organized in or under any laws of the United States of America or any State thereof, or any estate or trust that is subject to Federal income taxation regardless of the source of its income.

"U.S. Taxes" shall mean any present or future tax, assessment or other charge or levy imposed by or on behalf of the United States of America or any taxing authority thereof.

"Wholly Owned Subsidiary" shall mean, with respect to any Person, any corporation, partnership, limited liability company or other entity of which all of the equity securities or other ownership interests (other than, in the case of a corporation, directors' qualifying shares) are directly or indirectly owned or controlled by such Person or one or more

Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

"Working Capital" shall mean, as at such date, for the Borrowers and their Subsidiaries (determined on a combined basis without duplication in accordance with GAAP) (a) current assets (excluding cash and cash equivalents) minus (b) current liabilities (excluding the current portion of long term debt and of any installments of principal payable hereunder).

1.02 Accounting Terms and Determinations.

(a) Accounting Terms and Determinations Generally. Except as otherwise expressly provided herein, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered to the Lenders hereunder shall (unless otherwise disclosed to the Lenders in writing at the time of delivery thereof in the manner described in paragraph (b) below) be prepared, in accordance with generally accepted accounting principles applied on a basis consistent with those used in the preparation of the latest financial statements furnished to the Lenders hereunder (which, prior to the delivery of the first financial statements under Section 8.01 hereof, shall mean the unaudited pro forma financial statements, referred to in Section 7.02(iii) hereof). All calculations made for the purposes of determining compliance with this Agreement shall (except as otherwise expressly provided herein) be made by application of generally accepted accounting principles applied on a basis consistent with those used in the preparation of the latest annual or quarterly financial statements furnished to the Lenders pursuant to Section 8.01 hereof (or, prior to the delivery of the first financial statements under Section 8.01 hereof, used in the preparation of the unaudited pro forma financial statements referred to in Section 7.02(iii) hereof) unless

(i) the Borrowers shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or

(ii) the Majority Lenders shall so object in writing within 30 days after delivery of such financial statements,

in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 8.01 hereof, shall mean the unaudited pro forma financial statements referred to in Section 7.02(iii) hereof).

(b) Statement of Accounting Variations. The Borrowers shall deliver to the Lenders at the same time as the delivery of any annual or quarterly financial statement under

Section 8.01 hereof (i) a description in reasonable detail of any material variation between the application of accounting principles employed in the preparation of such statement and the application of accounting principles employed in the preparation of the next preceding annual or quarterly financial statements as to which no objection has been made in accordance with the last sentence of paragraph (a) above and (ii) reasonable estimates of the difference between such statements arising as a consequence thereof.

(c) Changes in Fiscal Periods. To enable the ready and consistent determinat on of compliance with the covenants set forth in Section 8 hereof, none of the Borrowers will change the last day of its fiscal year from December 31, or the last days of the first three fiscal quarters in each of its fiscal years from March 31, June 30 and September 30 of each year, respectively.

1.03 Classes and Types of Loans. Loans hereunder are distinguished by "Class" and by "Type". The "Class" of a Loan (or of a Commitment to make a Loan) refers to whether such Loan is a Revolving Credit Loan, a Tranche A Term Loan, a Tranche B Term Loan (including a Tranche B-1 Term Loan and a Tranche B-2 Term Loan) or an Incremental Facility Loan of any Series, each of which constitutes a Class. The "Type" of a Loan refers to whether such Loan is a Base Rate Loan or a Eurodollar Loan, each of which constitutes a Type. Loans may be identified by both Class and Type. Incremental Facility Loans and Incremental Facility Commitments shall be classified by Series, each of which shall be considered a separate Class. On and after the Tranche B Coordination Date, the Tranche B-1 Term Loans and Tranche B-2 Term Loans shall be deemed to be a single Class of Loans designated as "Tranche B Term Loans" hereunder.

1.04 Subsidiaries. None of the Borrowers has any Subsidiaries on the date hereof; reference in this Agreement to Subsidiaries of the Borrowers shall be deemed inapplicable until such time as the Majority Lenders shall consent to the creation of such Subsidiaries or such Subsidiaries shall in fact come into existence in accordance with the terms hereof.

1.05 Nature of Obligations of Borrowers. It is the intent of the parties hereto that the Borrowers shall be jointly and severally obligated hereunder and under the notes executed and delivered by the Borrowers pursuant to Section 2.08(d) hereof, as co-borrowers under this Agreement and as co-makers on such notes, in respect of the principal of and interest on, and all other amounts owing in respect of, the Loans and such notes.

Section 2. Commitments, Loans and Prepayments.

2.01 Loans.

(a) Revolving Credit Loans. Each Revolving Credit Lender severally agrees, on the terms and conditions of this Agreement, to make loans to the Borrowers in Dollars during the period from and including the Revolving Credit Availability Date to but not including the Revolving Credit Commitment Termination Date in an aggregate principal amount at any one time outstanding up to but not exceeding the amount of the Revolving Credit Commitment of such Lender as in effect from time to time, provided that in no event shall the aggregate principal amount of all Revolving Credit Loans, together with the aggregate amount of all Letter of Credit Liabilities, exceed the aggregate amount of the Revolving Credit Commitments as in effect from time to time that are available at such time under the third paragraph of this Section 2.01(a). Subject to the terms and conditions of this Agreement, during such period the Borrowers may borrow, repay and reborrow the amount of the Revolving Credit Commitments by means of Base Rate Loans and Eurodollar Loans and may Convert Revolving Credit Loans of one Type into Revolving Credit Loans of another Type (as provided in Section 2.09 hereof) or Continue Revolving Credit Loans of one Type as Revolving Credit Loans of the same Type (as provided in Section 2.09 hereof).

Proceeds of Revolving Credit Loans shall be available for any use permitted under Section 8.17(a) hereof, provided that, in the event that as contemplated by clause (x) of the second paragraph of Section 2.10(d) hereof, the Borrowers shall prepay Revolving Credit Loans from the proceeds of a Disposition hereunder, then an amount of Revolving Credit Commitments equal to the amount of such prepayment (herein the "Reserved Commitment Amount") shall be reserved and shall not be available for borrowings hereunder except and to the extent that the proceeds of such borrowings are to be applied to make Subsequent Acquisitions permitted under Section 8.05 hereof or to make prepayments of Loans under clause (y) of the second paragraph of Section 2.10(d) hereof. The Borrowers agree, upon the occasion of any borrowing of Revolving Credit Loans hereunder that is to constitute a utilization of any Reserved Commitment Amount, to advise the Administrative Agent in writing of such fact at the time of such borrowing, identifying the amount of such borrowing that is to constitute such utilization, the Subsequent Acquisition, if any, in respect of which the proceeds of such borrowing are to be applied and the reduced Reserved Commitment Amount to be in effect after giving effect to such borrowing.

Anything herein to the contrary notwithstanding, only $200,000,000 of the Revolving Credit Commitments will become available on the Revolving Credit Availability Date; the remaining $400,000,000 of the Revolving Credit Commitments will become available

on the Iowa Acquisition Consummation Date and then only so long as (i) the same shall occur on or before November 30, 2001, (ii) the full original aggregate committed amounts of the Tranche A and Tranche B Term Loan Commitments shall have been drawn on or before such date and applied to the consummation of one or more of the Broadband Acquisitions (i.e. not including proceeds of Tranche B Term Loans held in escrow pursuant to Section 2.01(g) hereof) and (iii) no prepayments of any Term Loans pursuant to Section 2.09 hereof shall have occurred subsequent to the date of such drawing of Term Loans (it being understood that, as provided in Section 2.04(c) hereof, the Revolving Credit Commitments shall be automatically reduced to $200,000,000 on November 30, 2001 if such remaining $400,000,000 does not become available hereunder on or before said date).

(b) Tranche A Term Loans. Each Tranche A Term Loan Lender severally
agrees, on the terms and conditions of this Agreement, to make term loans to the Borrowers in Dollars during the period from and including the Iowa Acquisition Consummation Date to and including the Term Loan Commitment Expiration Date in an aggregate principal amount up to but not exceeding the amount of the Tranche A Term Loan Commitment of such Lender. Subject to the terms and conditions of this Agreement, during such period the Borrowers may borrow the Tranche A Term Loan Commitments by means of Base Rate Loans and Eurodollar Loans, and thereafter the Borrowers may Convert Tranche A Term Loans of one Type into Tranche A Term Loans of another Type (as provided in Section 2.09 hereof) or Continue Tranche A Term Loans of one Type as Tranche A Term Loans of the same Type (as provided in Section 2.09 hereof). Amounts prepaid or repaid in respect of Tranche A Term Loans may not be reborrowed.

Proceeds of Tranche A Term Loans hereunder shall be available for any use permitted under the first sentence of Section 8.17(b) hereof.

Anything herein to the contrary notwithstanding, the Tranche A Term Loan Commitments will become available on the Iowa Acquisition Consummation Date only so long as (i) the same shall occur on or before November 30, 2001, (ii) the full original aggregate committed amounts of the Tranche B Term Loan Commitments shall have been drawn on or before such date and applied to the consummation of one or more of the Broadband Acquisitions (i.e. not including proceeds of Tranche B Term Loans held in escrow pursuant to Section 2.01(g) hereof) and (iii) no prepayments of any Tranche B Term Loans pursuant to Section 2.09 hereof shall have occurred subsequent to the date of such drawing of Tranche B Term Loans (it being understood that, as provided in Section 2.04(c) hereof, the Tranche A Term Loan Commitments shall be automatically terminated on November 30, 2001 if they do not become available hereunder on or before said date).

(c) Tranche B-1 Term Loans. Each Tranche B-1 Term Loan Lender
severally agrees, on the terms and conditions of this Agreement, to make term loans to the Borrowers in Dollars from and including the Third Acquisition Consummation Date to and including the Term

Loan Commitment Expiration Date in an aggregate principal amount up to but not exceeding the amount of the Tranche B-1 Term Loan Commitment of such Lender. Subject to the terms and conditions of this Agreement, during such period the Borrowers may borrow the Tranche B-1 Term Loan Commitments by means of Base Rate Loans and Eurodollar Loans, and thereafter the Borrowers may Convert Tranche B-1 Term Loans of one Type into Tranche B-1 Term Loans of another Type (as provided in Section 2.09 hereof) or Continue Tranche B-1 Term Loans of one Type as Tranche B-1 Term Loans of the same Type (as provided in Section 2.09 hereof). Amounts prepaid or repaid in respect of Tranche B-1 Term Loans may not be reborrowed.

Proceeds of Tranche B-1 Term Loans hereunder shall be available for any use permitted under the first sentence of Section 8.17(b) hereof.

Anything herein to the contrary notwithstanding, except as provided in Section 2.01(g) hereof, the Tranche B-1 Term Loan Commitments will become available on the Third Acquisition Consummation Date but only so long as the same shall occur on or before the date sixty days after the date hereof (it being understood that, as provided in Section 2.04(c) hereof, the Tranche B-1 Term Loan Commitments shall be automatically terminated on said date if they are not fully drawn on or before said date).

(d) Tranche B-2 Term Loans. Each Tranche B-2 Term Loan Lender severally agrees, on the terms and conditions of this Agreement, to make term loans to the Borrowers in Dollars from and including the Iowa Acquisition Consummation Date to and including the Term Loan Commitment Expiration Date in an aggregate principal amount up to but not exceeding the amount of the Tranche B-2 Term Loan Commitment of such Lender. Subject to the terms and conditions of this Agreement, during such period the Borrowers may borrow the Tranche B-2 Term Loan Commitments by means of Base Rate Loans and Eurodollar Loans, and thereafter the Borrowers may Convert Tranche B-2 Term Loans of one Type into Tranche B-2 Term Loans of another Type (as provided in Section 2.09 hereof) or Continue Tranche B-2 Term Loans of one Type as Tranche B-2 Term Loans of the same Type (as provided in Section 2.09 hereof). Amounts prepaid or repaid in respect of Tranche B-2 Term Loans may not be reborrowed.

Proceeds of Tranche B-2 Term Loans hereunder shall be available for any use permitted under the first sentence of Section 8.17(b) hereof.

Anything herein to the contrary notwithstanding, except as provided in Section 2.01(g) hereof, the Tranche B-2 Term Loan Commitments will become available on the Iowa Acquisition Consummation Date but only so long as the same shall occur on or before the date sixty days after the date hereof (it being understood that, as provided in Section 2.04(c) hereof, the Tranche B-2 Term Loan Commitments shall be automatically terminated on said date if they are not fully drawn on or before said date).

(e) Incremental Facility Loans. In addition to borrowings of Term Loans and Revolving Credit Loans provided above, at any time during the Incremental Facility Availability

Period the Borrowers may from time to time request that the Lenders offer to enter into commitments to make additional term loans to the Borrowers hereunder, which commitment of any Lender shall not be less than $10,000,000 and not greater than $100,000,000. In the event that one or more of the Lenders offer, in their sole discretion, to enter into such commitments, and such Lenders and the Borrowers agree pursuant to an instrument in writing (the form and substance of which shall be satisfactory, and a copy of which shall be delivered, to the Administrative Agent and the Lenders making such Loans) as to the amount of such commitments that shall be allocated to the respective Lenders making such offers, the fees (if any) to be payable by the Borrowers in connection therewith and the amortization and interest rate to be applicable thereto, such Lenders shall become obligated to make Incremental Facility Loans under this Agreement in an amount equal to the amount of their respective Incremental Facility Commitments. The Incremental Facility Loans to be made pursuant to any such agreement between the Borrowers and one or more Lenders in response to any such request by the Borrowers shall be deemed to be a separate "Series" of
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Incremental Facility Loans for all purposes of this Agreement.

Anything herein to the contrary notwithstanding, (i) the minimum aggregate principal amount of Incremental Facility Commitments entered into pursuant to any such request (and, accordingly, the minimum aggregate principal amount of any Series of Incremental Facility Loans) shall be $25,000,000, (ii) the aggregate principal amount of all unused Incremental Facility Commitments and Incremental Facility Loans shall not exceed (x) $200,000,000 prior to the Iowa Acquisition Consummation Date and (y) $500,000,000 thereafter, (iii) in no event shall the final maturity date for the Incremental Facility Loans of any Series be earlier than the final Principal Payment Date for the Term Loans, nor shall the amortization for any Incremental Facility Loans of any Series be at a rate faster (i.e. earlier) than the rate of amortization of the Term Loans (the determination of whether or not such amortization is faster to be made by the Administrative Agent) and (iv) except for the amortization and interest rate to be applicable thereto, and any fees to be paid in connection therewith, the Incremental Facility Loans of any Series shall have the same terms as the Tranche B Term Loans.

Proceeds of Incremental Facility Loans hereunder shall be available for any use permitted under the last sentence of Section 8.17(b) hereof.

(f) Certain Limitations on Eurodollar Loans. No more than seven
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separate Interest Periods in respect of Eurodollar Loans of a Class from each Lender may be outstanding at any one time. In addition, prior to the Tranche B Coordination Date, no Tranche B-1 Term Loan shall have an Interest Period with a duration longer than one month and, upon the making of the Tranche B-2 Term Loans (to the extent that the Borrowers request that such Loans be Eurodollar Loans), the initial Interest Period therefor shall have a duration commencing on the date of such Loans and ending on the Tranche B Coordination Date.

(g) Escrow Availability. Notwithstanding Section 2.01(c) and 2.01(d) hereof, the Tranche B Term Loans may be borrowed prior to the Third Acquisition Consummation Date (in the case of the Tranche B-1 Term Loans) or the Iowa Acquisition Consummation Date (in the case of the Tranche B-2 Term Loans), but not later than the date 60 days after the date hereof, to the extent that the proceeds of such Loans are deposited in escrow with the Administrative Agent. Any funds so deposited shall constitute collateral security for the Tranche B Term Loans only and, upon request of the Borrowers, shall be available for release from escrow in the respective amounts and subject to the same respective conditions that would be applicable to the making of the Tranche B Term Loans as provided herein, provided that to the extent such conditions have not been satisfied, and such funds have not been released from escrow, on or before November 30, 2001, then on such date, such funds shall be applied to the prepayment of the Tranche B Term Loans.

2.02 Borrowings. The Borrowers shall give the Administrative Agent notice of each borrowing hereunder as provided in Section 4.05 hereof. Not later than 1:00 p.m. New York time on the date specified for each borrowing hereunder, each Lender shall make available the amount of the Loan or Loans to be made by it on such date to the Administrative Agent, at an account designated by the Administrative Agent to the Lenders, in immediately available funds, for account of the Borrowers. The amount so received by the Administrative Agent shall, subject to the terms and conditions of this Agreement, be made available to the Borrowers by depositing the same, in immediately available funds, in an account of the Borrowers designated by the Borrowers and maintained with Chase at its principal office.

2.03 Letters of Credit. Subject to the terms and conditions of this Agreement, the Revolving Credit Commitments may be utilized, upon the request of the Borrowers, in addition to the Revolving Credit Loans provided for by Section 2.01(a) hereof, by the issuance by the Issuing Lender of letters of credit (collectively, "Letters of Credit") for account of the Borrowers or any of their Subsidiaries (as specified by the relevant Borrower), provided that in no event shall (i) the aggregate amount of all Letter of Credit Liabilities, together with the aggregate principal amount of the Revolving Credit Loans, exceed the aggregate amount of the Revolving Credit Commitments as in effect from time to time that are available at such time under the third paragraph of Section 2.01(a) hereof, (ii) any Letter of Credit be available prior to the Revolving Credit Availability Date, (iii) the outstanding aggregate amount of all Letter of Credit Liabilities exceed (x) $50,000,000 prior to the Iowa Acquisition Consummation Date or (y) $200,000,000 thereafter and (iv) the expiration date of any Letter of Credit extend beyond the earlier of the date five Business Days prior to the Revolving Credit Commitment Termination Date and the date twelve months following the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, twelve months after the then-current expiration date of such Letter of Credit, so long as such renewal or extension occurs within three months of such then-current expiration date). The Borrowers may request the Issuing Lender to issue Letters of Credit for the account of the Borrowers to support an obligation of an Affiliate of the Borrowers so long as the

face amount of such Letter of Credit does not exceed the amount of Restricted Payments the Borrowers may then make pursuant to Section 8.09(d). The following additional provisions shall apply to Letters of Credit:

(a) Notice of Issuance. The Borrowers shall give the Administrative Agent at least three Business Days' irrevocable prior notice (effective upon receipt) specifying the Business Day (which shall be no later than 30 days preceding the Revolving Credit Commitment Termination Date) each Letter of Credit is to be issued and the account party or parties therefor and describing in reasonable detail the proposed terms of such Letter of Credit (including the beneficiary thereof) and the nature of the transactions or obligations proposed to be supported thereby (including whether such Letter of Credit is to be a commercial letter of credit or a standby letter of credit). Upon receipt of any such notice, the Administrative Agent shall advise the Issuing Lender of the contents thereof.

(b) Participations in Letters of Credit. On each day during the period commencing with the issuance by the Issuing Lender of any Letter of Credit and until such Letter of Credit shall have expired or been terminated, the Revolving Credit Commitment of each Revolving Credit Lender shall be deemed to be utilized for all purposes of this Agreement in an amount equal to such Lender's Revolving Credit Commitment Percentage of the then undrawn face amount of such Letter of Credit. Each Revolving Credit Lender (other than the Issuing Lender) agrees that, upon the issuance of any Letter of Credit hereunder, it shall automatically acquire a participation in the Issuing Lender's liability under such Letter of Credit in an amount equal to such Lender's Revolving Credit Commitment Percentage of such liability, and each Revolving Credit Lender (other than the Issuing Lender) thereby shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and shall be unconditionally obligated to the Issuing Lender to pay and discharge when due, its Revolving Credit Commitment Percentage of the Issuing Lender's liability under such Letter of Credit.

(c) Notice by Issuing Lender of Drawings. Upon receipt from the beneficiary of any Letter of Credit of any demand for payment under such Letter of Credit, the Issuing Lender shall promptly notify the Borrowers (through the Administrative Agent) of the amount to be paid by the Issuing Lender as a result of such demand and the date on which payment is to be made by the Issuing Lender to such beneficiary in respect of such demand. Notwithstanding the identity of the account party of any Letter of Credit, the Borrowers hereby jointly and severally unconditionally agree to pay and reimburse the Administrative Agent for account of the Issuing Lender for the amount of each demand for payment under such Letter of Credit that is in substantial compliance with the provisions of such Letter of Credit at or prior to the date on which payment is to be made by the Issuing Lender to the beneficiary thereunder, without presentment, demand, protest or other formalities of any kind.

(d) Notice by the Borrowers of Borrowing for Reimbursement. Forthwith upon its receipt of a notice referred to in paragraph (c) of this Section 2.03, the Borrowers shall advise the Administrative Agent whether or not the Borrowers intend to borrow hereunder to finance their obligation to reimburse the Issuing Lender for the amount of the related demand for payment and, if they do, submit a notice of such borrowing as provided in Section 4.05 hereof.

(e) Payments by Revolving Credit Lenders to Issuing Lender. Each Revolving Credit Lender (other than the Issuing Lender) shall pay to the Administrative Agent for account of the Issuing Lender at its principal office in Dollars and in immediately available funds, the amount of such Lender's Revolving Credit Commitment Percentage of any payment under a Letter of Credit upon notice by the Issuing Lender (through the Administrative Agent) to such Revolving Credit Lender requesting such payment and specifying such amount. Each such Revolving Credit Lender's obligation to make such payment to the Administrative Agent for account of the Issuing Lender under this paragraph (e), and the Issuing Lender's right to receive the same, shall be absolute and unconditional and shall not be affected by any circumstance whatsoever, including, without limitation, the failure of any other Revolving Credit Lender to make its payment under this paragraph (e), the financial condition of the Borrowers (or any other account party), the existence of any Default or the termination of the Commitments. Each such payment to the Issuing Lender shall be made without any offset, abatement, withholding or reduction whatsoever. If any Revolving Credit Lender shall default in its obligation to make any such payment to the Administrative Agent for account of the Issuing Lender, for so long as such default shall continue the Administrative Agent may at the request of the Issuing Lender withhold from any payments received by the Administrative Agent under this Agreement for account of such Revolving Credit Lender the amount so in default and, to the extent so withheld, pay the same to the Issuing Lender in satisfaction of such defaulted obligation.

(f) Participations in Reimbursement Obligations. Upon the making of each payment by a Revolving Credit Lender to the Issuing Lender pursuant to paragraph (e) above in respect of any Letter of Credit, such Lender shall, automatically and without any further action on the part of the Administrative Agent, the Issuing Lender or such Lender, acquire (i) a participation in an amount equal to such payment in the Reimbursement Obligation owing to the Issuing Lender by the Borrowers hereunder and under the Letter of Credit Documents relating to such Letter of Credit and (ii) a participation in a percentage equal to such Lender's Revolving Credit Commitment Percentage in any interest or other amounts payable by the Borrowers hereunder and under such Letter of Credit Documents in respect of such Reimbursement Obligation (other than the commissions, charges, costs and expenses payable to the Issuing Lender

pursuant to paragraph (g) of this Section 2.03). Upon receipt by the Issuing Lender from or for the account of the Borrowers of any payment in respect of any Reimbursement Obligation or any such interest or other amount (including by way of setoff or application of proceeds of any collateral security) the Issuing Lender shall promptly pay to the Administrative Agent for the account of each Revolving Credit Lender entitled thereto, such Revolving Credit Lender's Revolving Credit Commitment Percentage of such payment, each such payment by the Issuing Lender to be made in the same money and funds in which received by the Issuing Lender. In the event any payment received by the Issuing Lender and so paid to the Revolving Credit Lenders hereunder is rescinded or must otherwise be returned by the Issuing Lender, each Revolving Credit Lender shall, upon the request of the Issuing Lender (through the Administrative Agent), repay to the Issuing Lender (through the Administrative Agent) the amount of such payment paid to such Lender, with interest at the rate specified in paragraph (j) of this Section 2.03.

(g) Letter of Credit Fees. The Borrowers shall pay to the

Administrative Agent for account of each Revolving Credit Lender (ratably in accordance with their respective Revolving Credit Commitment Percentages) a letter of credit fee in respect of each Letter of Credit in an amount equal to the Applicable Margin, in effect from time to time, for Revolving Credit Loans that are Eurodollar Loans on the daily average undrawn face amount of such Letter of Credit for the period from and including the date of issuance of such Letter of Credit (i) in the case of a Letter of Credit that expires in accordance with its terms, to and including such expiration date and (ii) in the case of a Letter of Credit that is drawn in full or is otherwise terminated other than on the stated expiration date of such Letter of Credit, to but excluding the date such Letter of Credit is drawn in full or is terminated (such fee to be non-refundable, to be paid in arrears on each Quarterly Date and on the Revolving Credit Commitment Termination Date and to be calculated for any day after giving effect to any payments made under such Letter of Credit on such day).

In addition, the Borrowers shall pay to the Administrative Agent for account of the Issuing Lender a fronting fee in respect of each Letter of Credit in an amount equal to 1/4 of 1% per annum of the daily average undrawn face amount of such Letter of Credit for the period from and including the date of issuance of such Letter of Credit (i) in the case of a Letter of Credit that expires in accordance with its terms, to and including such expiration date and (ii) in the case of a Letter of Credit that is drawn in full or is otherwise terminated other than on the stated expiration date of such Letter of Credit, to but excluding the date such Letter of Credit is drawn in full or is terminated (such fee to be non-refundable, to be paid in arrears on each Quarterly Date and on the Revolving Credit Commitment Termination Date and to be calculated for any day after giving effect to any payments made under such Letter of Credit on such day) plus all commissions, charges, costs and expenses in the amounts customarily charged by the Issuing Lender

from time to time in like circumstances with respect to the issuance of each Letter of Credit and drawings and other transactions relating thereto.

(h) Information Provided by Issuing Lender. Promptly following the end of each calendar month, the Issuing Lender shall deliver (through the Administrative Agent) to each Revolving Credit Lender and the Borrowers a notice describing the aggregate amount of all Letters of Credit outstanding at the end of such month. Upon the request of any Revolving Credit Lender from time to time, the Issuing Lender shall deliver any other information reasonably requested by such Lender with respect to each Letter of Credit then outstanding.

(i) Conditions Precedent to Issuance. The issuance by the Issuing Lender of each Letter of Credit shall, in addition to the conditions precedent set forth in Section 6 hereof, be subject to the conditions precedent that (i) such Letter of Credit shall be in such form, contain such terms and support such transactions as shall be satisfactory to the Issuing Lender consistent with its then current practices and procedures with respect to letters of credit of the same type and (ii) the Borrowers shall have executed and delivered such applications, agreements and other instruments relating to such Letter of Credit as the Issuing Lender shall have reasonably requested consistent with its then current practices and procedures with respect to letters of credit of the same type, provided that in the event of any conflict between any such application, agreement or other instrument and the provisions of this Agreement or any Security Document, the provisions of this Agreement and the Security Documents shall control.

(j) Interest Payable to Issuing Lender by Revolving Credit Lenders. To the extent that any Lender shall fail to pay any amount required to be paid pursuant to paragraph (e) or (f) of this Section 2.03 on the due date therefor, such Lender shall pay interest to the Issuing Lender (through the Administrative Agent) on such amount from and including such due date to but excluding the date such payment is made at a rate per annum equal to the Federal Funds Rate, provided that if such Lender shall fail to make such payment to the Issuing Lender within three Business Days of such due date, then, retroactively to the due date, such Lender shall be obligated to pay interest on such amount at the Post-Default Rate.

(k) Modifications and Supplements. The issuance by the Issuing Lender of any modification or supplement to any Letter of Credit hereunder shall be subject to the same conditions applicable under this Section 2.03 to the issuance of new Letters of Credit, and no such modification or supplement shall be issued hereunder unless either (i) the respective Letter of Credit affected thereby would have complied with such conditions had it originally been issued hereunder in such modified or supplemented form or (ii) each Revolving Credit Lender shall have consented thereto.

The Borrowers hereby indemnify and hold harmless each Revolving Credit Lender and the Administrative Agent from and against any and all claims and damages, losses, liabilities, costs or expenses that such Lender or the Administrative Agent may incur (or that may be claimed against such Lender or the Administrative Agent by any Person whatsoever) by reason of or in connection with the execution and delivery or transfer of or payment or refusal to pay by the Issuing Lender under any Letter of Credit; provided that the Borrowers shall not be required to indemnify any Lender or the Administrative Agent for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by (x) the willful misconduct or gross negligence of the Issuing Lender in determining whether a request presented under any Letter of Credit complied with the terms of such Letter of Credit or (y) in the case of the Issuing Lender, such Lender's failure to pay under any Letter of Credit after the presentation to it of a request strictly complying with the terms and conditions of such Letter of Credit. Nothing in this Section 2.03 is intended to limit the other obligations of the Borrowers, any Lender or the Administrative Agent under this Agreement.

2.04 Changes of Commitments.

(a) Scheduled Reductions of Revolving Credit Commitments. The aggregate amount of the Revolving Credit Commitments shall be automatically reduced to zero on the Revolving Credit Commitment Termination Date. In addition, the aggregate amount of the Revolving Credit Commitments shall be automatically reduced on each Revolving Credit Commitment Reduction Date set forth in column (A) below by an amount (subject to reduction pursuant to paragraph (d) below) equal to the percentage of the Final Commitment Amount (as defined below) set forth in column (B) below opposite such Revolving Credit Commitment Reduction Date:

(A) Revolving Credit Commitment Reduction Date Falling on or Nearest to:	(B) Revolving Credit Commitments Reduced by the Following Percentages:
December 31, 2004	2.000%
March 31, 2005	2.500%
June 30, 2005	2.500%
September 30, 2005	2.500%
December 31, 2005	2.500%

March 31, 2006	3.125%
June 30, 2006	3.125%
September 30, 2006	3.125%
December 31, 2006	3.125%
March 31, 2007	5.000%
June 30, 2007	5.000%
September 30, 2007	5.000%
December 31, 2007	5.000%
March 31, 2008	5.000%
June 30, 2008	5.000%
September 30, 2008	5.000%
December 31, 2008	5.000%
March 31, 2009	6.875%
June 30, 2009	6.875%
September 30, 2009	6.875%
December 31, 2009	6.875%
March 31, 2010	8.000%

For purposes hereof, the "Final Commitment Amount" shall mean the aggregate amount of the Revolving Credit Commitments as at the close of business on November 30, 2001 giving effect to any reduction that shall occur on such date pursuant to Section 2.04(c) hereof.

(b) Optional Reductions of Commitments. The Borrowers shall have the right at any time or from time to time (i) so long as no Revolving Credit Loans or Letter of Credit Liabilities are outstanding, to terminate the Revolving Credit Commitments, (ii) so long as no Term Loans of either Class are outstanding, to terminate the Term Loan Commitments, (iii) so long as no Incremental Facility Loans of a Series are outstanding, to terminate the Incremental Facility Commitments of such Series and (iv) to reduce the aggregate unused amount of the Revolving Credit Commitments or Incremental Facility Commitments of any Series (for which purpose use of the Revolving Credit Commitments shall be deemed to include the aggregate amount of Letter of Credit Liabilities); provided that (x) the Borrowers shall give notice of each such termination or reduction as provided in Section 4.05 hereof, (y) each partial reduction shall be in an aggregate amount at least equal to $1,000,000 (or a larger multiple of $500,000) and (z) prior to the making of the initial Loans hereunder, each such reduction of Commitments shall be applied ratably to the Commitments of each Class.

(c) Mandatory Reductions or Terminations of Commitments. In the event that the portion of the Revolving Credit Commitments in excess of $200,000,000 does not become available on or before November 30, 2001, as provided in the last paragraph of Section 2.01(a) hereof then, on such date, the aggregate amount of the Revolving Credit Commitments shall be automatically reduced to $200,000,000. In the event that the Tranche A Term Loan Commitments do not become available on or before November 30, 2001, as provided in the last paragraph of Section 2.01(b) hereof then, on such date, the full aggregate amount of the Tranche A Term Loan Commitments shall be terminated. In the event that the Tranche B Term Loan Commitments are not fully drawn on or before the date sixty days after the date hereof, as provided in the last paragraph of Section 2.01(c) hereof (in the case of the Tranche B-1 Term Loans) and Section 2.01(d) hereof (in the case of the Tranche B-2 Term Loans) then, on such date, the full aggregate amount of the Tranche B Term Loan Commitments shall be terminated. The aggregate amount of the Incremental Facility Commitments of any Series shall be automatically reduced to zero on the close of business on the last day of the Incremental Facility Availability Period.

(d) Application of Reductions. Each reduction in the aggregate amount of the Revolving Credit Commitments pursuant to paragraph (b) or (c) above, or pursuant to paragraphs (b) or (c) of Section 2.10 hereof, on any date, shall be applied to the reductions set forth in the schedule in paragraph (a) above ratably to the remaining installments thereof. Each reduction in the aggregate amount of the Revolving Credit Commitments pursuant to paragraphs (a) or (d) of Section 2.10 hereof, on any date, shall be applied to the reductions set forth in the schedule in paragraph (a) above in the direct order of maturity.

(e) No Reinstatement. The Commitments once terminated or reduced may not be reinstated.

2.05 Commitment Fee. The Borrowers shall pay to the Administrative Agent for account of each Revolving Credit Lender a commitment fee on the daily average unused amount of such Lender's Revolving Credit Commitment (for which purpose (i) the aggregate amount of any Letter of Credit Liabilities shall be deemed to be a pro rata (based on the Revolving Credit Commitments) use of each Lender's Revolving Credit Commitment and (ii) any Reserved Commitment Amount shall be deemed to be unused), for the period from and including the date hereof to but not including the earlier of the date such Revolving Credit Commitment is terminated and the Revolving Credit Commitment Termination Date, at a rate per annum equal to (x) 1/2 of 1% at any time the then-current Rate Ratio (determined pursuant to Section 3.03 hereof) is greater than 5.00 to 1 and (y) 3/8 of 1% at any time the then-current Rate Ratio (so determined) is equal to or less than 5.00 to 1, provided that for the period from and including the date hereof to but excluding the Closing Date, such commitment fee shall be determined based on the assumption that the Rate Ratio is less than 5.00 to 1, provided further that the commitment fee described in the foregoing clauses (x) or (y) will be increased by 1/8 of 1% for any period

during which the aggregate outstanding principal amount of the Revolving Credit Loans and Letter of Credit Liabilities shall be less than 50% of the aggregate principal amount of the Revolving Credit Commitments. The Borrowers shall pay to the Administrative Agent for account of each Incremental Facility Lender of any Series a commitment fee in such amounts, and on such dates, as shall have been agreed to by the Borrowers and such Incremental Facility Lender upon the allocation of the Incremental Facility Commitment of such Series to such Lender pursuant to Section 2.01(e) hereof. Accrued commitment fee shall be payable on each Quarterly Date and on the earlier of the date the relevant Commitments are terminated and the Revolving Credit Commitment Termination Date or the Incremental Facility Commitment Termination Date, as the case may be.

2.06 Lending Offices. The Loans of each Type made by each Lender shall be made and maintained at such Lender's Applicable Lending Office for Loans of such Type.

2.07 Several Obligations; Remedies Independent. The failure of any Lender to make any Loan to be made by it on the date specified therefor shall not relieve any other Lender of its obligation to make its Loan on such date, but neither any Lender nor the Administrative Agent shall be responsible for the failure of any other Lender to make a Loan to be made by such other Lender, and (except as otherwise provided in Section 4.06 hereof) no Lender shall have any obligation to the Administrative Agent or any other Lender for the failure by such Lender to make any Loan required to be made by such Lender. Anything in this Agreement to the contrary notwithstanding, each Lender hereby agrees with each other Lender that no Lender shall take any action to protect or enforce its rights arising out of this Agreement (including, without limitation, exercising any rights of off-set) without first obtaining the prior written consent of the Administrative Agent or the Majority Lenders, it being the intent of the Lenders that any such action to protect or enforce rights under this Agreement shall be taken in concert and at the direction or with the consent of the Administrative Agent or the Majority Lenders and not individually by a single Lender.

2.08 Loan Accounts; Promissory Notes.

(a) Maintenance of Records by Lenders. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender to the Borrowers, including the amounts of principal and interest payable and paid to such Lender by the Borrowers from time to time hereunder.

(b) Maintenance of Records by the Administrative Agent. The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder to the Borrowers, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and

payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrowers for the account of the Lenders and each Lender's share thereof.

(c) Effect of Entries. The entries made in the accounts maintained pursuant to paragraph (a) or (b) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(d) Promissory Notes. Any Lender may request that Loans of any Class made by it to the Borrowers be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans of the Borrowers evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 11.06 hereof) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

2.09 Optional Prepayments and Conversions or Continuations of Loans. Subject to Section 4.04 hereof, the Borrowers shall have the right to prepay Loans, or to Convert Loans of one Type into Loans of another Type or Continue Loans of one Type as Loans of the same Type, at any time or from time to time, provided that:

(a) the Borrowers shall give the Administrative Agent notice of each such prepayment, Conversion or Continuation as provided in Section 4.05 hereof (and, upon the date specified in any such notice of prepayment, the amount to be prepaid shall become due and payable hereunder);

(b) Eurodollar Loans may be prepaid or Converted at any time from time to time, provided that the Borrowers shall pay any amounts owing under Section 5.05 hereof in the event of any such prepayment or Conversion on any date other than the last day of an Interest Period for such Loans;

(c) prepayments of any Class of Term Loans or Incremental Facility Loans shall be applied to the remaining installments of such Loans ratably in accordance with the respective principal amounts thereof; and

(d) any Conversion or Continuation of Eurodollar Loans shall be subject to the provisions of Section 2.01(f) hereof.

It shall not be necessary in connection with the prepayment of any Class of Term Loans or Incremental Facility Loans that concurrent prepayments be made of any other Class of Loans. Notwithstanding the foregoing, and without limiting the rights and remedies of the Lenders under Section 9 hereof, in the event that any Event of Default shall have occurred and be continuing, the Administrative Agent may (and at the request of the Majority Lenders shall) suspend the right of the Borrowers to Convert any Loan into a Eurodollar Loan, or to Continue any Loan as a Eurodollar Loan, in which event all Loans shall be Converted (on the last day(s) of the respective Interest Periods therefor) or Continued, as the case may be, as Base Rate Loans.

2.10 Mandatory Prepayments and Reductions of Commitments.

(a) Casualty Events. Upon the date 270 days following the receipt by any Borrower or any of its Subsidiaries of the proceeds of insurance, condemnation award or other compensation in respect of any Casualty Event affecting any Property of any of the Borrowers or any of their Subsidiaries (or upon such earlier date as the Borrowers or any such Subsidiary, as the case may be, shall have determined not to repair or replace the Property affected by such Casualty Event), the Borrowers shall prepay the Loans (and/or provide cover for Letter of Credit Liabilities as specified in paragraph (f) below), and the Commitments shall be subject to automatic reduction, in an aggregate amount, if any, equal to 100% of the Net Available Proceeds of such Casualty Event not theretofore applied (or committed to be applied pursuant to executed construction contracts or equipment orders) to the repair or replacement of such Property, such prepayment to be effected in each case in the manner and to the extent specified in paragraph (e) of this Section 2.10. Notwithstanding the foregoing, the Borrowers shall not be required to make any prepayment (and/or provide cover for Letter of Credit Liabilities) under this paragraph (a), and the Commitments shall not be subject to automatic reduction, until the aggregate amount of the Net Available Proceeds that must be prepaid under this paragraph (a) exceeds $20,000,000.

(b) Excess Cash Flow. Not later than the date 150 days after the end of each fiscal year of the Borrowers (or, if earlier, 30 days after the delivery of the audited financial statements for such fiscal year pursuant to Section 8.01(b) hereof), commencing with the fiscal year ending on December 31, 2004, the Borrowers shall prepay the Loans (and/or provide cover for Letter of Credit Liabilities as specified in paragraph (f) below), and the Commitments shall be subject to automatic reduction, in an aggregate amount equal to the excess of (A) 50% of Excess Cash Flow for such fiscal year over (B) the aggregate amount of voluntary prepayments of Term Loans and Incremental Facility Loans made during such fiscal year pursuant to Section 2.09 hereof (other than that portion, if any, of such prepayments applied to installments of the Term Loans and Incremental Facility Loans falling due in such fiscal year), such prepayment and reduction to be effected in each case in the manner and to the extent specified in paragraph (e) of this Section 2.10.

(c) Debt Issuances. Upon any Debt Issuance, the Borrowers shall prepay the Loans (and/or provide cover for Letter of Credit Liabilities as specified in paragraph (f) below), and the Commitments shall be subject to automatic reduction, in an aggregate amount equal to 100% of the Net Available Proceeds thereof, such prepayment and reduction to be effected in each case in the manner and to the extent specified in paragraph (e) of this Section 2.10.

(d) Sale of Assets. Without limiting the obligation of the Borrowers to obtain the consent of the Majority Lenders pursuant to Section 8.05 hereof to any Disposition not otherwise permitted hereunder, in the event that the Net Available Proceeds of any Disposition (herein, the "Current Disposition"), and of all prior Dispositions after the date hereof as to which a prepayment has not yet been made under this Section 2.10(d), shall exceed $20,000,000 then, no later than five Business Days prior to the occurrence of the Current Disposition, the Borrowers will deliver to the Lenders a statement, certified by a Senior Officer, in form and detail satisfactory to the Administrative Agent, of the amount of the Net Available Proceeds of the Current Disposition and of all such prior Dispositions and will prepay the Loans (and/or provide cover for Letter of Credit Liabilities as specified in paragraph (f) below), and the Commitments shall be subject to automatic reduction, in an aggregate amount equal to 100% of the Net Available Proceeds of the Current Disposition and such prior Dispositions, such prepayment and reduction to be effected in each case in the manner and to the extent specified in paragraph (e) of this Section 2.10.

Notwithstanding the foregoing, the Borrowers shall not be required to make a prepayment pursuant to this paragraph (d) with respect to Net Available Proceeds from any Disposition in the event that the Borrowers advise the Administrative Agent at the time the Net Available Proceeds from such Disposition are received that they intend to reinvest such Net Available Proceeds in replacement assets pursuant to an Acquisition permitted under Section 8.05(d)(v) hereof so long as

(x) such Net Available Proceeds are either (i) held by (A) the Administrative Agent or (B) as permitted under the Section 4.01 of the Pledge Agreement, a Qualified Intermediary (as defined thereunder), in the Collateral Account pending such reinvestment, in which event the Administrative Agent (or the Qualified Intermediary, as the case may be) need not release such Net Available Proceeds except upon presentation of evidence satisfactory to it that such Net Available Proceeds are to be so reinvested in compliance with the provisions of this Agreement or (ii) applied by the Borrowers to the prepayment of Revolving Credit Loans hereunder (in which event the Borrowers agree to advise the Administrative Agent in writing at the time of such prepayment of Revolving Credit Loans that such prepayment is being made from the proceeds of a Disposition and that, as contemplated by Section 2.01(a) hereof, a portion of the Revolving Credit Commitments hereunder equal to the amount of such prepayment gives rise to a Reserved

Commitment Amount that shall be available hereunder only for purposes of making an acquisition under Section 8.05(d)(v) hereof),

(y) the Net Available Proceeds from any Disposition are in fact so reinvested within 270 days of such Disposition (it being understood that, in the event Net Available Proceeds from more than one Disposition are paid into the Collateral Account or applied to the prepayment of Revolving Credit Loans as provided in clause (x) above, such Net Available Proceeds shall be deemed to be released (or, as the case may be, Revolving Credit Loans utilizing the Reserved Commitment Amount shall be deemed to be made) in the same order in which such Dispositions occurred and, accordingly, (A) any such Net Available Proceeds so held for more than 270 days shall be forthwith applied to the prepayment of Loans and reductions of Commitments as provided above and (B) any Reserved Commitment Amount that remains so unutilized for more than 270 days shall, subject to the satisfaction of the conditions precedent to such borrowing in Section 6.04 hereof, be utilized through the borrowing by the Borrowers of Revolving Credit Loans the proceeds of which shall be applied to the prepayment of Loans and reductions of Commitments as provided in paragraph (e) of this Section 2.10) and

(z) the aggregate amount of Net Available Proceeds (together with investment earnings thereon) so held at any time by the Administrative Agent (or the Qualified Intermediary) pending reinvestment as contemplated by this sentence, together with the aggregate amount of the Reserved Commitment Amount, shall not at any time exceed $100,000,000 or such greater amount as the Majority Lenders may otherwise agree.

As contemplated by Section 4.01 of the Pledge Agreement, nothing in this paragraph (d) shall be deemed to obligate the Administrative Agent to release any of such proceeds from the Collateral Account to the Borrowers for purposes of reinvestment as aforesaid upon the occurrence and during the continuance of any Event of Default.

(e) Application. Prepayments and reductions of Commitments described above in this Section 2.10 shall be applied, first, to the Term Loans and Incremental Facility Loans of each Class then outstanding ratably in accordance with the respective principal amounts of such Loans outstanding at the time, and, second, following the prepayment in full of such Loans, to the reduction of the Revolving Credit Commitments, and shall be applied:

(x) in the case of any prepayment pursuant to paragraph (a) or (d) above, to the respective installments of the Term Loans and Incremental Facility Loans or each Class in the direct order of the maturity thereof and, in the case of any prepayment pursuant to paragraph (b) or (c) above, to the respective installments of the Term Loans and Incremental Facility Loans of each Class ratably in accordance with the respective principal amounts thereof and

(y) to the extent that, after giving effect to any such reduction of Revolving Credit Commitments, the sum of the aggregate outstanding principal amount of the Revolving Credit Loans and Letter of Credit Liabilities shall exceed the aggregate amount of the Revolving Credit Commitments, to the prepayment of Revolving Credit Loans (and to provide cover for Letter of Credit Liabilities as specified in paragraph (f) below), so that, after giving effect thereto, such sum does not exceed the aggregate amount of the Revolving Credit Commitments.

(f) Cover for Letter of Credit Liabilities. In the event that the Borrowers shall be required pursuant to this Section 2.10, to provide cover for Letter of Credit Liabilities, the Borrowers shall effect the same by paying to the Administrative Agent immediately available funds in an amount equal to the required amount, which funds shall be retained by the Administrative Agent in the Collateral Account (as collateral security in the first instance for the Letter of Credit Liabilities) until such time as the Letters of Credit shall have been terminated and all of the Letter of Credit Liabilities paid in full.

(g) Change in Commitments. If at any time the aggregate outstanding amount of Revolving Credit Loans and Letter of Credit Liabilities exceeds the aggregate amount of the Revolving Credit Commitments then in effect, the Borrowers shall prepay the Revolving Credit Loans (and/or provide cover for Letter of Credit Liabilities as specified in paragraph (f) above) in such amounts as shall be necessary so that after giving effect to such prepayment (and cover), the aggregate outstanding amount of the Revolving Credit Loans and Letter of Credit Liabilities does not exceed the aggregate amount of the Revolving Credit Commitments, provided that any such prepayment shall be accompanied by any amounts payable under Section 5.05 hereof.

Section 3. Payments of Principal and Interest.

3.01 Repayment of Loans.

(a) Revolving Credit Loans. The Borrowers hereby jointly and severally promise to pay to the Administrative Agent for account of each Lender the entire outstanding principal amount of such Lender's Revolving Credit Loans, and each Revolving Credit Loan shall mature, on the Revolving Credit Commitment Termination Date. In addition, if following any Revolving Credit Commitment Reduction Date the aggregate principal amount of the Revolving Credit Loans shall exceed the Revolving Credit Commitments, the Borrowers shall pay Revolving Credit Loans, and provide cover for Letter of Credit Liabilities as specified in Section 2.10(f), in an aggregate amount equal to such excess.

(b) Tranche A Term Loans. The Borrowers hereby jointly and severally promise to pay to the Administrative Agent for account of the Tranche A Term Loan Lenders the

principal of the Tranche A Term Loans on each Principal Payment Date set forth in column (A) below, by an amount equal to the percentage of the Tranche A Closing Balance (as defined below) set forth in column (B) below of the aggregate principal amount of the Tranche A Term Loans:

(A) Principal Payment Date	(B) Percentage Reduction
September 30, 2004	1.000%
December 31, 2004	1.000%
March 31, 2005	2.500%
June 30, 2005	2.500%
September 30, 2005	2.500%
December 31, 2005	2.500%
March 31, 2006	3.125%
June 30, 2006	3.125%
September 30, 2006	3.125%
December 31, 2006	3.125%
March 31, 2007	5.000%
June 30, 2007	5.000%
September 30, 2007	5.000%
December 31, 2007	5.000%
March 31, 2008	5.000%
June 30, 2008	5.000%
September 30, 2008	5.000%
December 31, 2008	5.000%
March 31, 2009	6.875%
June 30, 2009	6.875%
September 30, 2009	6.875%
December 31, 2009	6.875%
March 31, 2010	8.000%

For purposes hereof, the "Tranche A Closing Balance" shall mean the aggregate principal amount of the Tranche A Term Loans outstanding hereunder on the close of business on November 30, 2001.

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

(A) Principal Payment Date	(B) Percentage Reduction
September 30, 2004	0.250%
December 31, 2004	0.250%
March 31, 2005	0.250%
June 30, 2005	0.250%
September 30, 2005	0.250%
December 31, 2005	0.250%
March 31, 2006	0.250%
June 30, 2006	0.250%
September 30, 2006	0.250%
December 31, 2006	0.250%
March 31, 2007	0.250%
June 30, 2007	0.250%
September 30, 2007	0.250%
December 31, 2007	0.250%
March 31, 2008	0.250%
June 30, 2008	0.250%
September 30, 2008	0.250%
December 31, 2008	0.250%
March 31, 2009	0.250%
June 30, 2009	0.250%
September 30, 2009	0.250%
December 31, 2009	0.250%
March 31, 2010	0.250%
June 30, 2010	0.250%

September 30, 2010	94.000%

For purposes hereof, the "Tranche B Closing Balance" shall mean the aggregate principal amount of the Tranche B Term Loans outstanding hereunder on the close of business on November 30, 2001.

(d) Incremental Facility Loans. The Borrowers hereby jointly and severally promise to pay to the Administrative Agent for account of the Incremental Facility Lenders of any Series the principal of the Incremental Facility Loans of such Series on the respective Principal Payment Dates agreed upon between the Borrowers and such Incremental Facility Lenders pursuant to Section 2.01(e) hereof at the time such Lenders become obligated to make such Incremental Facility Loans hereunder.

3.02 Interest. The Borrowers hereby jointly and severally promise to pay to the Administrative Agent for account of each Lender interest on the unpaid principal amount of each Loan made by such Lender for the period from and including the date of such Loan to but excluding the date such Loan shall be paid in full, at the following rates per annum:

(a) during such periods as such Loan is a Base Rate Loan, the Base Rate (as in effect from time to time) plus the Applicable Margin and

(b) during such periods as such Loan is a Eurodollar Loan, for each Interest Period relating thereto, the Eurodollar Rate for such Loan for such Interest Period plus the Applicable Margin.

Notwithstanding the foregoing, the Borrowers jointly and severally promise to pay to the Administrative Agent for account of each Lender interest at the applicable Post-Default Rate on any principal of any Loan made by such Lender, on any Reimbursement Obligation held by such Lender and on any other amount payable by the Borrowers hereunder to or for account of such Lender, that shall not be paid in full when due (whether at stated maturity, by acceleration, by mandatory prepayment or otherwise), for the period from and including the due date thereof to but excluding the date the same is paid in full. Accrued interest on each Loan shall be payable (i) in the case of a Base Rate Loan, quarterly on the Quarterly Dates, (ii) in the case of a Eurodollar Loan, on the last day of each Interest Period therefor and, if such Interest Period is longer than three months, at three-month intervals following the first day of such Interest Period, (iii) in the case of any Eurodollar Loan, upon the payment, prepayment or Conversion thereof (but only on the principal amount so paid, prepaid or Converted) and (iv) in the case of all Loans, upon the payment or prepayment in full of the principal of the Loans, and the termination of the Commitments, hereunder, except that interest payable at the Post-Default Rate shall be payable from time to time on demand. Promptly after the determination of any interest rate provided for

herein or any change therein, the Administrative Agent shall give notice thereof to the Lenders to which such interest is payable and to the Borrowers.

3.03 Determination of Applicable Margin.

(a) Determinations Generally. The Applicable Margin for the period from the Closing Date to the day prior to the first Quarterly Date occurring after the initial Loans hereunder shall be determined based upon the certificate delivered pursuant to Section 6.02 hereof. Thereafter, the Applicable Margin for each Quarterly Payment Period shall be determined based upon a Rate Ratio Certificate for such Quarterly Payment Period delivered by the Borrowers to the Lenders and the Administrative Agent under this Section 3.03. If the Rate Ratio Certificate for any Quarterly Payment Period is delivered to the Administrative Agent three or more days prior to the first day of such Quarterly Payment Period, any adjustment in the Applicable Margin required to be made, as shown in such Rate Ratio Certificate, shall be effective on the first day of such Quarterly Payment Period.

(b) Effectiveness of Adjustments. If the Rate Ratio Certificate for any Quarterly Payment Period is delivered by the Borrowers to the Administrative Agent later than three days prior to the commencement of such Quarterly Payment Period, then (i) any decrease in the Applicable Margin for such Quarterly Payment Period shall not become effective on the first day of such Quarterly Payment Period but shall instead become effective on the third day following receipt by the Administrative Agent of such Rate Ratio Certificate and (ii) any increase in the Applicable Margin for such Quarterly Payment Period shall become effective retroactively from the first day of such Quarterly Payment Period.

(c) Retroactive Adjustments. If it shall be determined at any time, on the basis of a certificate of a Senior Officer delivered pursuant to the last sentence of Section 8.01 hereof, that the Applicable Margin then in effect for the current Quarterly Payment Period, or any previous Quarterly Payment Period, is or was incorrect, and that a correction would have the effect of increasing the Applicable Margin, then the Applicable Margin shall be so increased (solely with respect to such Quarterly Payment Period or Periods), effective retroactively from the first day of such Quarterly Payment Period, provided that in the event such certificate for any fiscal quarter is not delivered to the Lenders pursuant to said Section 8.01 within 60 days of the end of such fiscal quarter, then, unless the Borrowers shall deliver such certificate within 10 days after notice of such non-delivery shall be given by any Lender or the Administrative Agent to the Borrowers, the Applicable Margin for such Quarterly Payment Period shall be deemed to be the highest Applicable Margin provided for in the definition of such term in Section 1.01 hereof.

(d) Recalculation of Interest. In the event of any retroactive increase in the Applicable Margin for any Quarterly Payment Period pursuant to paragraph (a), (b) or (c) above, the amount of interest in respect of any Loan outstanding during all or any portion of such

Quarterly Payment Period shall be recalculated using the Applicable Margin as so increased. On the Business Day immediately following receipt by the Borrowers of notice from the Administrative Agent of such increase, the Borrowers shall pay to the Administrative Agent, for account of the Lenders, an amount equal to the difference between (i) the amount of interest previously paid or payable by the Borrowers in respect of such Loan for such Quarterly Payment Period and (ii) the amount of interest in respect of such Loan as so recalculated for such Quarterly Payment Period.

Section 4. Payments; Pro Rata Treatment; Computations; Etc.

4.01 Payments.

(a) Payments by the Borrowers. Except to the extent otherwise provided herein, all payments of principal, interest, Reimbursement Obligations and other amounts to be made by the Borrowers under this Agreement, and except to the extent otherwise provided therein, all payments to be made by the Borrowers under any other Loan Document shall be made in Dollars, in immediately available funds, without deduction, set-off or counterclaim, to the Administrative Agent at an account designated by the Administrative Agent to the Borrowers, not later than 1:00 p.m. New York time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day).

(b) Debit for Payment. Any Lender for whose account any such payment is to be made may (but shall not be obligated to) debit the amount of any such payment that is not made by such time to any ordinary deposit account of the Borrowers with such Lender (with notice to the Borrowers and the Administrative Agent), provided that such Lender's failure to give such notice shall not affect the validity thereof.

(c) Application of Payments. The Borrowers shall, at the time of making each payment under this Agreement for account of any Lender, specify to the Administrative Agent (which shall so notify the intended recipient(s) thereof) the Loans, Reimbursement Obligations or other amounts payable by the Borrowers hereunder to which such payment is to be applied (and in the event that the Borrowers fail to so specify, or if an Event of Default has occurred and is continuing, the Administrative Agent may distribute such payment to the Lenders for application in such manner as it or the Majority Lenders, subject to Section 4.02 hereof, may determine to be appropriate).

(d) Forwarding of Payments by Administrative Agent. Except to the extent otherwise provided in the last sentence of Section 2.03(e) hereof, each payment received by the Administrative Agent under this Agreement for account of any Lender shall be paid by the Administrative Agent promptly to such Lender, in immediately available funds, for account of

such Lender's Applicable Lending Office for the Loan or other obligation in respect of which such payment is made.

(e) Extensions to Next Business Day. If the due date of any payment under this Agreement would otherwise fall on a day that is not a Business Day, such date shall be extended to the next succeeding Business Day, and interest shall be payable for any principal so extended for the period of such extension.

4.02 Pro Rata Treatment. Except to the extent otherwise provided herein:

(a) each borrowing of Loans of a particular Class (including of a particular Series of Incremental Facility Loans) from the Lenders under Section 2.01 hereof shall be made from the relevant Lenders, each payment of commitment fee under Section 2.05 hereof in respect of Commitments of a particular Class shall be made for account of the relevant Lenders, and each termination or reduction of the amount of the Commitments of a particular Class under Section 2.04 hereof shall be applied to the respective Commitments of such Class of the relevant Lenders, pro rata according to the amounts of their respective Commitments of such Class;

(b) except as otherwise provided in Section 5.04 hereof, Eurodollar Loans of any Class (including of a particular Series of Incremental Facility Loans) having the same Interest Period shall be allocated pro rata among the relevant Lenders according to the amounts of their respective Revolving Credit, Tranche A Term Loan, Tranche B-1 Term Loan, Tranche B-2 Term Loan and Incremental Facility Loan Commitments of the relevant Series (in the case of the making of Loans) or their respective Revolving Credit, Term and Incremental Facility Loans of the relevant Series (in the case of Conversions and Continuations of Loans);

(c) each payment or prepayment of principal of Revolving Credit Loans, Tranche A Term Loans, Tranche B Term Loans and Incremental Facility Loans by the Borrowers shall be made for account of the relevant Lenders pro rata in accordance with the respective unpaid principal amounts of the Loans of such Class held by them; and

(d) each payment of interest on Revolving Credit Loans, Tranche A Term Loans, Tranche B Term Loans and Incremental Facility Loans by the Borrowers shall be made for account of the relevant Lenders pro rata in accordance with the amounts of interest on such Loans then due and payable to the respective Lenders.

4.03 Computations. Interest on Eurodollar Loans shall be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable and interest on Base Rate Loans and Reimbursement

Obligations, commitment fee and letter of credit fees shall be computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed (including the first day but, except as otherwise provided in Section 2.03(g) hereof, excluding the last day) occurring in the period for which payable. Notwithstanding the foregoing, for each day that the Base Rate is calculated by reference to the Federal Funds Rate, interest on Base Rate Loans shall be computed on the basis of a year of 360 days and actual days elapsed.

4.04 Minimum Amounts. Except for mandatory prepayments made pursuant to Section 2.10 hereof and Conversions or prepayments made pursuant to Section 5.04 hereof, each borrowing, Conversion and partial prepayment of principal of Base Rate Loans (other than prepayments of Term Loans, as to which the provisions of Section 2.09(c) hereof shall apply) shall be in an aggregate amount at least equal to $1,000,000 or a larger multiple of $500,000 and each borrowing, Conversion and partial prepayment of Eurodollar Loans (other than prepayments of Term Loans, as to which the provisions of Section 2.09(c) hereof shall apply) shall be in an aggregate amount at least equal to $5,000,000 or a larger multiple of $1,000,000 (borrowings, Conversions or prepayments of or into Loans of different Types or, in the case of Eurodollar Loans, having different Interest Periods at the same time hereunder to be deemed separate borrowings, Conversions and prepayments for purposes of the foregoing, one for each Type or Interest Period). If any Eurodollar Loans would otherwise be in a lesser principal amount for any period, such Loans shall be Base Rate Loans during such period.

4.05 Certain Notices. Notices by the Borrowers to the Administrative Agent of terminations or reductions of the Commitments, of borrowings, Conversions, Continuations and optional prepayments of Loans and of Classes of Loans, of Types of Loans and of the duration of Interest Periods shall be irrevocable and shall be effective only if received by the Administrative Agent not later than 1:00 p.m. New York time on the number of Business Days prior to the date of the relevant termination, reduction, borrowing, Conversion, Continuation or prepayment or the first day of such Interest Period specified below:

Notice	Number of Business Days Prior
Termination or reduction of Commitments	3
Borrowing or prepayment of, or Conversions into, Base Rate Loans	1
Borrowing or prepayment of, Conversions into, Continuations as, or duration of Interest Period for, Eurodollar Loans	3

Each such notice of termination or reduction shall specify the amount and the Class of the Commitments to be terminated or reduced. Each such notice of borrowing, Conversion, Continuation or optional prepayment shall specify the Class of Loans (including, if applicable, the particular Series of Incremental Facility Loans) to be borrowed, Converted, Continued or prepaid and the amount (subject to Section 4.04 hereof) and Type of each Loan to be borrowed, Converted, Continued or prepaid and the date of borrowing, Conversion, Continuation or optional prepayment (which shall be a Business Day). Each such notice of the duration of an Interest Period shall specify the Loans to which such Interest Period is to relate.

The Administrative Agent shall promptly notify the Lenders of the contents of each such notice. In the event that the Borrowers fail to select the Type of Loan, or the duration of any Interest Period for any Eurodollar Loan, within the time period and otherwise as provided in this Section 4.05, such Loan (if outstanding as a Eurodollar Loan) will be automatically Converted into a Base Rate Loan on the last day of the then current Interest Period for such Loan or (if outstanding as a Base Rate Loan) will remain as, or (if not then outstanding) will be made as, a Base Rate Loan.

4.06 Non-Receipt of Funds by the Administrative Agent. Unless the Administrative Agent shall have been notified by a Lender or the Borrowers (the "Payor") prior to the date on which the Payor is to make payment to the Administrative Agent of (in the case of a Lender) the proceeds of a Loan to be made by such Lender hereunder or (in the case of the Borrowers) a payment to the Administrative Agent for account of one or more of the Lenders hereunder (such payment being herein called the "Required Payment"), which notice shall be effective upon receipt, that the Payor does not intend to make the Required Payment to the Administrative Agent, the Administrative Agent may assume that the Required Payment has

been made and may, in reliance upon such assumption (but shall not be required to), make the amount thereof available to the intended recipient(s) on such date; and, if the Payor has not in fact made the Required Payment to the Administrative Agent, the recipient(s) of such payment shall, on demand, repay to the Administrative Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date (the "Advance Date") such amount was so made available by the Administrative Agent until the date the Administrative Agent recovers such amount at a rate per annum equal to the Federal Funds Rate for such day and, if such recipient(s) shall fail promptly to make such payment, the Administrative Agent shall be entitled to recover such amount, on demand, from the Payor, together with interest as aforesaid, provided that if neither the recipient(s) nor the Payor shall return the Required Payment to the Administrative Agent within three Business Days of the Advance Date, then, retroactively to the Advance Date, the Payor and the recipient(s) shall each be obligated to pay interest on the Required Payment as follows:

(i) if the Required Payment shall represent a payment to be made by the Borrowers to the Lenders, the Borrowers and the recipient(s) shall each be obligated retroactively to the Advance Date to pay interest in respect of the Required Payment at the Post-Default Rate (without duplication of the obligation of the Borrowers under Section 3.02 hereof to pay interest on the Required Payment at the Post-Default Rate), it being understood that the return by the recipient(s) of the Required Payment to the Administrative Agent shall not limit such obligation of the Borrowers under said Section 3.02 to pay interest at the Post-Default Rate in respect of the Required Payment and

(ii) if the Required Payment shall represent proceeds of a Loan to be made by the Lenders to the Borrowers, the Payor and the Borrowers shall each be obligated retroactively to the Advance Date to pay interest in respect of the Required Payment pursuant to whichever of the rates specified in Section 3.02 hereof is applicable to the Type of such Loan, it being understood that the return by the Borrowers of the Required Payment to the Administrative Agent shall not limit any claim the Borrowers may have against the Payor in respect of such Required Payment.

4.07 Sharing of Payments, Etc.

(a) Right of Set-off. Each Borrower agrees that, in addition to (and without limitation of) any right of set-off, banker's lien or counterclaim a Lender may otherwise have, each Lender shall be entitled, at its option (to the fullest extent permitted by law), to set off and apply any deposit (general or special, time or demand, provisional or final), or other indebtedness, held by it for the credit or account of such Borrower at any of its offices, in Dollars or in any other currency, against any principal of or interest on any of such Lender's Loans, Reimbursement Obligations or any other amount payable to such Lender hereunder, that is not

paid when due (regardless of whether such deposit or other indebtedness are then due to such Borrower), in which case it shall promptly notify such Borrower and the Administrative Agent thereof, provided that such Lender's failure to give such notice shall not affect the validity thereof.

(b) Sharing. If any Lender shall obtain from any Borrower payment of any principal of or interest on any Loan of any Class or Letter of Credit Liability owing to it or payment of any other amount under this Agreement or any other Loan Document through the exercise of any right of set-off, banker's lien or counterclaim or similar right or otherwise (other than from the Administrative Agent as provided herein), and, as a result of such payment, such Lender shall have received a greater percentage of the principal of or interest on the Loans of such Class or Letter of Credit Liabilities or such other amounts then due hereunder or thereunder by such Borrower to such Lender than the percentage received by any other Lender, it shall promptly purchase from such other Lenders participations in (or, if and to the extent specified by such Lender, direct interests in) the Loans of such Class or Letter of Credit Liabilities or such other amounts, respectively, owing to such other Lenders (or in interest due thereon, as the case may be) in such amounts, and make such other adjustments from time to time as shall be equitable, to the end that all the Lenders shall share the benefit of such excess payment (net of any expenses that may be incurred by such Lender in obtaining or preserving such excess payment) pro rata in accordance with the unpaid principal of and/or interest on the Loans of such Class or Letter of Credit Liabilities or such other amounts, respectively, owing to each of the Lenders. To such end all the Lenders shall make appropriate adjustments among themselves (by the resale of participations sold or otherwise) if such payment is rescinded or must otherwise be restored.

(c) Consent by the Borrowers. Each Borrower agrees that any Lender so purchasing such a participation (or direct interest) may exercise all rights of set-off, banker's lien, counterclaim or similar rights with respect to such participation as fully as if such Lender were a direct holder of Loans or other amounts (as the case may be) owing to such Lender in the amount of such participation.

(d) Rights of Lenders; Bankruptcy. Nothing contained herein shall require any Lender to exercise any such right or shall affect the right of any Lender to exercise, and retain the benefits of exercising, any such right with respect to any other indebtedness or obligation of the Borrowers. If, under any applicable bankruptcy, insolvency or other similar law, any Lender receives a secured claim in lieu of a set-off to which this Section 4.07 applies, such Lender shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this Section 4.07 to share in the benefits of any recovery on such secured claim.

Section 5. Yield Protection, Etc.

5.01 Additional Costs.

(a) Costs of Making or Maintaining Eurodollar Loans. The Borrowers shall pay directly to each Lender from time to time such amounts as such Lender may determine to be necessary to compensate such Lender for any costs that such Lender determines are attributable to its making or maintaining of any Eurodollar Loans or its obligation to make any Eurodollar Loans hereunder, or any reduction in any amount receivable by such Lender hereunder in respect of any of such Loans or such obligation (such increases in costs and reductions in amounts receivable being herein called "Additional Costs"), resulting from any Regulatory Change that:

(i) shall subject any Lender (or its Applicable Lending Office for any of such Loans) to any tax, duty or other charge in respect of such Loans or changes the basis of taxation of any amounts payable to such Lender under this Agreement in respect of any of such Loans (excluding changes in the rate of tax on the overall net income of such Lender or of such Applicable Lending Office by the jurisdiction in which such Lender has its principal office or such Applicable Lending Office); or

(ii) imposes or modifies any reserve, special deposit or similar requirements (other than the Reserve Requirement utilized in the determination of the Eurodollar Rate for such Loan) relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, such Lender (including, without limitation, any of such Loans or any deposits referred to in the definition of "Eurodollar Base Rate" in Section 1.01 hereof), or any commitment of such Lender (including, without limitation, the Commitments of such Lender hereunder); or

(iii) imposes any other condition affecting this Agreement (or any of such extensions of credit or liabilities) or its Commitments.

If any Lender requests compensation from the Borrowers under this Section 5.01(a), the Borrowers may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender thereafter to make or Continue Eurodollar Loans, or to Convert Base Rate Loans into Eurodollar Loans, until the Regulatory Change giving rise to such request ceases to be in effect (in which case the provisions of Section 5.04 hereof shall be applicable), provided that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(b) Capital Costs. Without limiting the effect of the foregoing provisions of this Section 5.01 (but without duplication), the Borrowers shall pay directly to each Lender from time to time on request such amounts as such Lender may determine to be necessary to compensate

such Lender (or, without duplication, the bank holding company of which such Lender is a subsidiary) for any costs that it determines are attributable to the maintenance by such Lender (or any Applicable Lending Office or such bank holding company), pursuant to any law or regulation or any interpretation, directive or request (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) of any court or governmental or monetary authority (i) following any Regulatory Change or (ii) implementing any risk-based capital guideline or other requirement (whether or not having the force of law and whether or not the failure to comply therewith would be unlawful) hereafter issued by any government or governmental or supervisory authority implementing at the national level the Basle Accord, of capital in respect of its Commitments or Loans (such compensation to include, without limitation, an amount equal to any reduction of the rate of return on assets or equity of such Lender (or any Applicable Lending Office or such bank holding company) to a level below that which such Lender (or any Applicable Lending Office or such bank holding company) could have achieved but for such law, regulation, interpretation, directive or request).

(c) Notification and Certification. Each Lender shall notify the
Borrowers of any event occurring after the date hereof entitling such Lender to compensation under paragraph (a) or (b) of this Section 5.01 as promptly as practicable, but in any event within 45 days, after such Lender obtains actual knowledge thereof; provided that (i) if any Lender fails to give such notice
within 45 days after it obtains actual knowledge of such an event, such Lender shall, with respect to compensation payable pursuant to this Section 5.01 in respect of any costs resulting from such event, only be entitled to payment under this Section 5.01 for costs incurred from and after the date 45 days prior to the date that such Lender does give such notice and (ii) each Lender will designate a different Applicable Lending Office for the Loans of such Lender affected by such event if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the sole opinion of such Lender, be disadvantageous to such Lender, except that such Lender shall have no obligation to designate an Applicable Lending Office located in the United States of America. Each Lender will furnish to the Borrowers a certificate setting forth the basis and amount of each request by such Lender for compensation under paragraph (a) or (b) of this Section 5.01. Determinations and allocations by any Lender for purposes of this Section 5.01 of the effect of any Regulatory Change pursuant to paragraph (a) of this Section 5.01, or of the effect of capital maintained pursuant to paragraph (b) of this Section 5.01, on its costs or rate of return of maintaining Loans or its obligation to make Loans, or on amounts receivable by it in respect of Loans, and of the amounts required to compensate such Lender under this Section 5.01, shall be conclusive, provided that such determinations and allocations are made on a reasonable
basis.

5.02 Limitation on Types of Loans. Anything herein to the contrary notwithstanding, if, on or prior to the determination of any Eurodollar Base Rate for any Interest Period:

(a) the Administrative Agent determines, which determination shall be conclusive, that quotations of interest rates for the relevant deposits referred to in the definition of "Eurodollar Base Rate" in Section 1.01 hereof are not being provided in the relevant amounts or for the relevant maturities for purposes of determining rates of interest for Eurodollar Loans as provided herein; or

(b) if the related Loans are of a particular Class, the Majority Lenders of such Class determine, which determination shall be conclusive, and notify the Administrative Agent that the relevant rates of interest referred to in the definition of "Eurodollar Base Rate" in Section 1.01 hereof upon the basis of which the rate of interest for Eurodollar Loans for such Interest Period is to be determined are not likely adequately to cover the cost to such Lenders of making or maintaining Eurodollar Loans for such Interest Period;

then the Administrative Agent shall give the Borrowers and each Lender prompt notice thereof and, so long as such condition remains in effect, the Lenders shall be under no obligation to make additional Eurodollar Loans, to Continue Eurodollar Loans or to Convert Base Rate Loans into Eurodollar Loans, and the Borrowers shall, on the last day(s) of the then current Interest Period(s) for the outstanding Eurodollar Loans, either prepay such Loans or Convert such Loans into Base Rate Loans in accordance with Section 2.09 hereof.

5.03 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its Applicable Lending Office to honor its obligation to make or maintain Eurodollar Loans hereunder (and, in the sole opinion of such Lender, the designation of a different Applicable Lending Office would either not avoid such unlawfulness or would be disadvantageous to such Lender), then such Lender shall promptly notify the Borrowers thereof (with a copy to the Administrative Agent) and such Lender's obligation to make or Continue, or to Convert Loans of any other Type into, Eurodollar Loans shall be suspended until such time as such Lender may again make and maintain Eurodollar Loans (in which case the provisions of Section 5.04 hereof shall be applicable).

5.04 Treatment of Affected Loans. If the obligation of any Lender to make Eurodollar Loans of any Class or to Continue, or to Convert Base Rate Loans into, Eurodollar Loans of any Class shall be suspended pursuant to Section 5.01 or 5.03 hereof, such Lender's Eurodollar Loans of such Class shall be automatically Converted into Base Rate Loans of such Class on the last day(s) of the then current Interest Period(s) for Eurodollar Loans (or, in the case of a Conversion resulting from a circumstance described in Section 5.03 hereof, on such earlier date as such Lender may specify to the Borrowers with a copy to the Administrative Agent) and,

unless and until such Lender gives notice as provided below that the circumstances specified in Section 5.01 or 5.03 hereof that gave rise to such Conversion no longer exist:

(a) to the extent that such Lender's Eurodollar Loans of such Class have been so Converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Eurodollar Loans of such Class shall be applied instead to its Base Rate Loans of such Class; and

(b) all Loans of such Class that would otherwise be made or Continued by such Lender as Eurodollar Loans shall be made or Continued instead as Base Rate Loans, and all Base Rate Loans of such Class of such Lender that would otherwise be Converted into Eurodollar Loans shall remain as Base Rate Loans.

If such Lender gives notice to the Borrowers with a copy to the Administrative Agent that the circumstances specified in Section 5.01 or 5.03 hereof that gave rise to the Conversion of such Lender's Eurodollar Loans pursuant to this Section 5.04 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Eurodollar Loans of the same Class made by other Lenders are outstanding, such Lender's Base Rate Loans of such Class shall be automatically Converted, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Eurodollar Loans, to the extent necessary so that, after giving effect thereto, all Base Rate and Eurodollar Loans of such Class are allocated among the Lenders ratably (as to principal amounts, Types and Interest Periods) in accordance with their respective Commitments of such Class.

5.05 Compensation. The Borrowers shall pay to the Administrative Agent for account of each Lender, upon the request of such Lender through the Administrative Agent, such amount or amounts as shall be sufficient (in the reasonable opinion of such Lender) to compensate it for any loss, cost or expense that such Lender determines is attributable to:

(a) any payment, mandatory or optional prepayment or Conversion of a Eurodollar Loan made by such Lender for any reason (including, without limitation, the acceleration of the Loans pursuant to Section 9 hereof) on a date other than the last day of the Interest Period for such Loan; or

(b) any failure by the Borrowers for any reason (including, without limitation, the failure of any of the conditions precedent specified in Section 6 hereof to be satisfied) to borrow a Eurodollar Loan from such Lender on the date for such borrowing specified in the relevant notice of borrowing given pursuant to Section 2.02 hereof.

Without limiting the effect of the preceding sentence, such compensation shall include an amount equal to the excess, if any, of (i) the amount of interest that otherwise would have

accrued on the principal amount so paid, prepaid, Converted or not borrowed for the period from the date of such payment, prepayment, Conversion or failure to borrow to the last day of the then current Interest Period for such Loan (or, in the case of a failure to borrow, the Interest Period for such Loan that would have commenced on the date specified for such borrowing) at the applicable rate of interest for such Loan provided for herein over (ii) the amount of interest that otherwise would have accrued on such principal amount at a rate per annum equal to the interest component of the amount such Lender would have bid in the London interbank market for Dollar deposits of leading banks in amounts comparable to such principal amount and with maturities comparable to such period (as reasonably determined by such Lender).

5.06 Additional Costs in Respect of Letters of Credit. Without limiting the obligations of the Borrowers under Section 5.01 hereof (but without duplication), if as a result of any Regulatory Change or any risk-based capital guideline or other requirement heretofore or hereafter issued by any government or governmental or supervisory authority implementing at the national level the Basle Accord there shall be imposed, modified or deemed applicable any tax, reserve, special deposit, capital adequacy or similar requirement against or with respect to or measured by reference to Letters of Credit issued or to be issued hereunder and the result shall be to increase the cost to any Lender or Lenders of issuing (or purchasing participations in) or maintaining its obligation hereunder to issue (or purchase participations in) any Letter of Credit hereunder or reduce any amount receivable by any Lender hereunder in respect of any Letter of Credit (which increases in cost, or reductions in amount receivable, shall be the result of such Lender's or Lenders' reasonable allocation of the aggregate of such increases or reductions resulting from such event), then, upon demand by such Lender or Lenders (through the Administrative Agent), the Borrowers shall pay immediately to the Administrative Agent for account of such Lender or Lenders, from time to time as specified by such Lender or Lenders (through the Administrative Agent), such additional amounts as shall be sufficient to compensate such Lender or Lenders (through the Administrative Agent) for such increased costs or reductions in amount. A statement as to such increased costs or reductions in amount incurred by any such Lender or Lenders, submitted by such Lender or Lenders to the Borrowers shall be conclusive in the absence of manifest error as to the amount thereof.

5.07 U.S. Taxes.

(a) Gross-up for Deduction or Withholding of U.S. Taxes. The Borrowers jointly and severally agree to pay to each Lender that is not a U.S. Person such additional amounts as are necessary in order that the payment of any amount due to such Lender hereunder after deduction for or withholding in respect of any U.S. Taxes imposed with respect to such payment will not be less than the amount stated herein to be then due and payable, provided that the foregoing obligation to pay such additional amounts shall not apply:

(i) (A) to any payment to any Lender that is a "bank" within the meaning of Section 881(c)(3)(A) of the Code unless such Lender is, on the date hereof (or on the date it becomes a Lender hereunder as provided in Section 11.06(b) or Section 11.06(i) hereof) and on the date of any change in the Applicable Lending Office of such Lender, either entitled to submit a Form W-8BEN claiming complete exemption from withholding of U.S. Taxes with respect to any payment of interest to be received by it hereunder in respect of the Loans under an income tax convention or a Form W-8ECI claiming a complete exemption from withholding of U.S. Taxes on income effectively connected to a U.S. trade or business, or (B) to any payment to any Lender that is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code unless such Lender is, on the date hereof (or on the date it becomes a Lender hereunder as provided in Section 11.06(b) or Section 11.06(i) hereof) entitled to submit a Form W-8BEN claiming a complete exemption from withholding of U.S. Taxes under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", or is entitled to the withholding exemptions set forth in clause (A) above; or

(ii) to any U.S. Taxes imposed solely by reason of the failure by a Lender (or, if such Lender is not the beneficial owner of the relevant Loan, such beneficial owner) to properly complete, duly execute and comply with applicable certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connections with the United States of America of such Lender (or beneficial owner, as the case may be) if such compliance is required by statute or regulation of the United States of America as a precondition to relief or exemption from such U.S. Taxes.

In addition, if a Lender or the Administrative Agent receives a refund in respect of any U.S. Taxes as to which a Lender or the Administrative Agent has been indemnified by a Borrower pursuant to this Section 5.07(a), such Lender or the Administrative Agent shall, within 30 days from the date of receipt of such refund, pay over such refund to such Borrower.

For the purposes of this Section 5.07(a), (A) "Form W-8BEN" shall mean
Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) of the Department of the Treasury of the United States of America and (B) "Form W-8ECI" shall mean Form W-8ECI (Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States) of the Department of the Treasury of the United States of America (or in relation to either such Form such successor and related forms (including Form W-8IMY or Form W-8EXP) as may from time to time be adopted by the relevant taxing authorities of the United States of America to document a claim to which such Form relates).

(b) Evidence of Deduction, Etc. Within 30 days after paying any amount to the Administrative Agent or any Lender from which it is required by law to make any deduction or

withholding, and within 30 days after it is required by law to remit such deduction or withholding to any relevant taxing or other authority, the Borrowers shall deliver to the Administrative Agent for delivery to such Lender evidence satisfactory to such Lender of such deduction or withholding (as the case may be).

5.08 Replacement of Lenders. If any Lender or the Administrative Agent on behalf of any Lender requests compensation pursuant to Section 5.01, 5.06 or 5.07 hereof, or any Lender's obligation to make or Continue, or to Convert Loans of any Type into, the other Type of Loan shall be suspended pursuant to Section 5.01 or 5.03 hereof (any such Lender requesting such compensation being herein called a "Requesting Lender"), the Borrowers, upon three Business Days notice, may require that such Requesting Lender transfer all of its right, title and interest under this Agreement to any bank or other financial institution (a "Proposed Lender") identified by the Borrowers that is reasonably satisfactory to the Administrative Agent (i) if such Proposed Lender agrees to assume all of the obligations of such Requesting Lender hereunder, and to purchase all of such Requesting Lender's Loans hereunder for consideration equal to the aggregate outstanding principal amount of such Requesting Lender's Loans, together with interest thereon to the date of such purchase, and satisfactory arrangements are made for payment to such Requesting Lender of all other amounts payable hereunder to such Requesting Lender on or prior to the date of such transfer (including any fees accrued hereunder and any amounts that would be payable under Section 5.05 hereof, as if all of such Requesting Lender's Loans were being prepaid in full on such date) and (ii) if such Requesting Lender has requested compensation pursuant to said Section 5.01, 5.06 or 5.07 hereof, such Proposed Lender's aggregate requested compensation, if any, pursuant to said Section 5.01, 5.06 or 5.07 with respect to such Requesting Lender's Loans is lower than that of the Requesting Lender. Subject to the provisions of Section 11.06(b) hereof, such Proposed Lender shall be a "Lender" for all purposes hereunder. Without prejudice to the survival of any other agreement of the Borrowers hereunder the agreements of the Borrowers contained in Sections 5.01, 5.06, 5.07 and 11.03 hereof (without duplication of any payments made to such Requesting Lender by the Borrowers or the Proposed Lender) shall survive for the benefit of such Requesting Lender under this Section 5.08 with respect to the time prior to such replacement.

Section 6. Conditions Precedent.

6.01 Initial Extension of Credit. The obligation of any Lender to make its initial extension of credit hereunder (whether by making a Loan or issuing a Letter of Credit) is subject to the conditions precedent that (i) such extension of credit shall occur on or before September 28, 2001 and (ii) the Administrative Agent shall have received the following documents (with, in the case of clauses (a), (b), (c) and (d) below, sufficient copies for each Lender), each of which shall be satisfactory to the Administrative Agent (and to the extent specified below, to each Lender) in form and substance:

(a) Organizational Documents. Certified copies of the Operating Agreements and of the charter and by-laws (or equivalent documents) of each Obligor and of all limited liability company and corporate authority for each Obligor (including, without limitation, board of director and shareholder resolutions, member approvals and evidence of incumbency, including specimen signatures, of officers of each Obligor) with respect to the execution, delivery and performance of the Basic Documents to which such Obligor is to be a party and each other document to be delivered by such Obligor from time to time in connection herewith and the extensions of credit hereunder (and the Administrative Agent and each Lender may conclusively rely on such certificate until it receives notice in writing from such Obligor to the contrary).

(b) Officer's Certificate. A certificate of a Senior Officer, dated the Closing Date, to the effect set forth in the first sentence of Section 6.04 hereof.

(c) Opinion of Counsel to the Obligors. An opinion, dated the Closing Date, of Sonnenschein Nath & Rosenthal, counsel to the Obligors, substantially in the form of Exhibit G hereto 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).

(d) Opinion of Special New York Counsel to Chase. An opinion, dated the Closing Date, of Milbank, Tweed, Hadley & McCloy LLP, special New York counsel to Chase, substantially in the form of Exhibit H hereto (and Chase hereby instructs such counsel to deliver such opinion to the Lenders).

(e) Notes. Promissory notes for each Lender that shall have requested the execution and delivery of a promissory note, on or prior to the Closing Date, pursuant to Section 2.08(d) hereof.

(f) Pledge Agreement. The Pledge Agreement, duly executed and delivered by the Borrowers and the Administrative Agent. In addition, each such Obligor shall have taken such other action as the Administrative Agent shall have requested in order to perfect the security interests created pursuant to the Pledge Agreement, including, without limitation, delivering to the Administrative Agent, for filing, appropriately completed and duly executed copies of Uniform Commercial Code financing statements.

(g) Guarantee and Pledge Agreement. The Guarantee and Pledge Agreement, duly executed and delivered by Mediacom Broadband, MCC and the Administrative Agent and the certificates (if any) evidencing the ownership interests in the Borrowers held by Mediacom Broadband, accompanied by undated powers executed in blank. In addition, Mediacom Broadband shall have taken such other action as the Administrative

Agent shall have requested in order to perfect the security interests created pursuant to the Guarantee and Pledge Agreement, including, without limitation, delivering to the Administrative Agent, for filing, appropriately completed and duly executed copies of Uniform Commercial Code financing statements.

(h) Management Fee Subordination Agreement. The Management Fee Subordination Agreement, duly executed and delivered by the Manager, the Borrowers and the Administrative Agent.

(i) Affiliate Subordinated Indebtedness Subordination Agreements. An Affiliate Subordinated Indebtedness Subordination Agreement, duly executed and delivered by the Borrowers, the Administrative Agent and by each holder of Affiliate Subordinated Indebtedness.

(j) Other Documents. Such other documents as the Administrative Agent or any Lender or special New York counsel to Chase may reasonably request.

The obligation of any Lender to make its initial extension of credit hereunder is also subject to the payment by the Borrowers of such fees as the Borrowers shall have agreed to pay or deliver to any Lender or the Administrative Agent in connection herewith, including, without limitation, the reasonable fees and expenses of Milbank, Tweed, Hadley & McCloy LLP, special New York counsel to Chase, in connection with the negotiation, preparation, execution and delivery of this Agreement and the other Loan Documents and the extensions of credit hereunder (to the extent that statements for such fees and expenses have been delivered to the Borrowers).

6.02 Initial Acquisition Funding Date. The obligation of any Lender to make its initial extension of credit hereunder (whether by making a Loan or issuing a Letter of Credit) is subject to the condition precedent that the Administrative Agent shall have received a certificate of a Senior Officer, dated as of the Third Acquisition Consummation Date, setting forth, in reasonable detail, the calculation (and the basis for such calculation) of the Rate Ratio as of such date.

6.03 Extensions of Credit for Initial and Subsequent Broadband Acquisitions. The obligation of the Lenders to make any Loan or otherwise extend any credit to the Borrowers (or, as contemplated by Section 2.01(g), the obligation of the Administrative Agent to release from escrow any proceeds of Tranche B Term Loans) the proceeds of which are to be used to finance a Broadband Acquisition under any Broadband Acquisition Agreement shall be subject to the conditions precedent that the Administrative Agent shall have received the following documents, each of which shall be satisfactory to the Administrative Agent (and to the extent specified below, to each Lender) in form and substance:

(a) Consumption of Broadband Acquisition. Evidence that (i) MCC shall have assigned all of its rights to acquire the CATV Systems and related assets to be sold by the respective Broadband Seller under such Acquisition Agreement (and under any Broadband Acquisition Agreement under which any other Broadband Acquisition has been previously consummated) to the applicable Borrower, (ii) concurrently with such extension of credit (or prior thereto), each such Acquisition will be (or will have been) duly consummated by one or more of the Borrowers for an aggregate purchase price not exceeding the respective amount therefor set forth in such Acquisition Agreement (subject to purchase price adjustments as set forth in such Acquisition Agreements) in all material respects in accordance with the terms of such Acquisition Agreements, including the schedules and exhibits thereto (and no material provision thereof shall have been waived, amended, supplemented or otherwise modified in any material respect without the consent of the Majority Lenders) and (iii) the number of Equivalent Basic Subscribers (as defined in such Acquisition Agreements) served by Retained Franchises (as so defined) shall not exceed 10% of the Subscriber Threshold (as so defined); and the Administrative Agent shall have received a certificate of a Senior Officer to such effect, together with (in the case of each legal opinion being delivered to the Borrowers pursuant thereto) a letter from each Person delivering such opinion (which shall in any event include an opinion of special FCC counsel) authorizing reliance thereon by the Administrative Agent and the Lenders.

(b) Approvals. Evidence of receipt of all material licenses, permits, approvals and consents, if any, required (or, in the reasonable discretion of the Administrative Agent, advisable) with respect to such Acquisition (including, without limitation, the consents of the respective municipal franchising authorities to the acquisition of the CATV Systems being acquired by the Borrowers pursuant to such Acquisition, exclusive of those pertaining to Retained Franchises).

(c) Capitalization. The Lenders shall have received evidence that (i) the aggregate equity capital invested in the Borrowers on or before the date of such Acquisition shall be the greater of $200,000,000 or 30% of the total capital (debt and equity, including the Loans being made to finance such Acquisition) of the Borrowers on the date of such Acquisition and (ii) the Total Leverage Ratio, after giving effect to such Acquisition shall not be greater than 5.50 to 1; provided that the requirements of this paragraph (c) shall not be applicable to the Iowa Acquisition and shall cease to apply immediately after the Third Acquisition Consummation Date.

(d) Other Documents. Such other documents as the Administrative Agent or any Lender or special New York counsel to Chase may reasonably request.

6.04 Initial and Subsequent Extensions of Credit. The obligation of the Lenders to make any Loan or otherwise extend any credit to the Borrowers upon the occasion of each borrowing or other extension of credit hereunder (including the initial borrowing) is subject to the further conditions precedent that, both immediately prior to the making of such Loan or other extension of credit and also after giving effect thereto and to the intended use thereof:

(a) no Default shall have occurred and be continuing; and

(b) the representations and warranties made by the Borrowers in Section 7 hereof, and by each Obligor in the other Loan Documents to which it is a party, shall be true and complete on and as of the date of the making of such Loan or other extension of credit with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

Each notice of borrowing or request for the issuance of a Letter of Credit by the Borrowers hereunder shall constitute a certification by the Borrowers to the effect set forth in the preceding sentence (both as of the date of such notice or request and, unless the Borrowers otherwise notify the Administrative Agent prior to the date of such borrowing or issuance, as of the date of such borrowing or issuance).

Section 7. Representations and Warranties. The Borrowers represent and warrant to the Administrative Agent and the Lenders that:

7.01 Existence. Each Borrower and its Subsidiaries: (a) is a corporation, partnership, limited liability company or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify could (either individually or in the aggregate) have a Material Adverse Effect.

7.02 Financial Condition. The Borrowers have heretofore furnished to each of the Lenders the following financial statements:

(i) the audited financial statements of the Broadband Acquired Assets, including balance sheets, as of December 31, 1999 and 2000, and the related audited statements of operation and cash flow for the years ended on said respective dates, in each case certified by PricewaterhouseCoopers LLP;

(ii) the unaudited financial statements of the Broadband Acquired Assets, including balance sheets, as of March 31, 2001, and the related unaudited statements of operation and cash flow for the three-month period ended on said date; and

(iii) an unaudited pro forma combined balance sheet and calculation of Adjusted System Cash Flow of the Borrowers and their Subsidiaries as at and for the three months ended May 31, 2001 (or as at and for the three months ended on such later date, prior to the Closing Date, for which such financial statements are available), prepared under the assumption that the Acquisitions had occurred on March 1, 2001.

All such financial statements fairly present in all material respects the actual or pro forma (as the case may be) individual or combined financial condition of the respective entities as at said respective dates and the actual or pro forma (as the case may be) individual or combined results of their operations for the applicable periods ended on said respective dates, all in accordance with generally accepted accounting principles and practices applied on a consistent basis (subject to ordinary year end adjustments and footnotes). As of the date hereof, there are no material contingent liabilities, material liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated material losses from any unfavorable commitments of the Broadband Acquired Assets, or any of the CATV Systems to be acquired pursuant to the Broadband Acquisition Agreements.

Since December 31, 2000, there has been no material adverse change in the combined financial condition, operations, business or prospects of the Borrowers and their Subsidiaries taken as a whole from that set forth in said pro forma financial statements as at said date referred to in clause (iii) above.

7.03 Litigation. There are no legal or arbitral proceedings, or any proceedings or investigations by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of any Borrower) threatened against any Borrower or any of its Subsidiaries, or against the Broadband Acquired Assets (and in respect of which the Borrowers would be obligated after giving effect to the respective Broadband Acquisition) that, if adversely determined could (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect.

7.04 No Breach. None of the execution and delivery of this Agreement and the other Basic Documents, the consummation of the transactions herein and therein contemplated or compliance with the terms and provisions hereof and thereof will conflict with or result in a breach of, or require any consent under, the Operating Agreements, or (except for the authorizations, approvals, consents, filings and registrations contemplated by any Broadband Acquisition Agreement, each of which, to the extent required for the transfer of any Franchise or any other material assets, shall have been made or obtained on or before such Acquisition is

consummated, to the extent required by the respective Broadband Acquisition Agreement to be obtained before such date, except (a) for Retained Franchises and (b) that orders of the FCC may not have become final under the rules and regulations of the FCC) any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which any Borrower or any of its Subsidiaries is a party or by which any of them or any of their Property is bound or to which any of them is subject, or constitute a default under any such agreement or instrument, or (except for the Liens created pursuant to the Security Documents) result in the creation or imposition of any Lien upon any Borrower or any of its Subsidiaries pursuant to the terms of any such agreement or instrument.

7.05 Action. Each Borrower has all necessary limited liability company power, authority and legal right to execute, deliver and perform its obligations under each of the Basic Documents to which it is a party; the execution, delivery and performance by each Borrower of each of the Basic Documents to which it is a party have been duly authorized by all necessary limited liability company action on its part (including, without limitation, any required member approvals); and this Agreement has been duly and validly executed and delivered by each Borrower and constitutes, and the other Basic Documents to which it is a party when executed and delivered will constitute, its legal, valid and binding obligation, enforceable against each Borrower in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.06 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency, or any securities exchange, are necessary for the execution, delivery or performance by any Borrower of this Agreement or any of the other Basic Documents to which it is a party or for the legality, validity or enforceability hereof or thereof, except for (i) filings and recordings in respect of the Liens created pursuant to the Security Documents, (ii) the authorizations, approvals, consents, filings and registrations contemplated by each Broadband Acquisition Agreement (each of which shall have been made or obtained on or before the respective Broadband Acquisition is consummated, to the extent required by such Acquisition Agreement to be obtained before such date, except (a) for Retained Franchises and (b) that orders of the FCC may not have become final under the rules and regulations of the FCC) and (iii) the exercise of remedies under the Security Documents may require prior approval of the FCC or the issuing municipalities or States under one or more of the Franchises.

7.07 ERISA. Each Plan, and, to the knowledge of each Borrower, each Multiemployer Plan, is in compliance in all material respects with, and has been administered in

all material respects in compliance with, the applicable provisions of ERISA, the Code and any other Federal or State law, and no event or condition has occurred and is continuing as to which such Borrower would be under an obligation to furnish a report to the Lenders under Section 8.01(e) hereof.

7.08 Taxes. Except as set forth in Schedule II hereto, each Borrower and each of its Subsidiaries has filed all Federal income tax returns and all other material tax returns and information statements that are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by such Borrower or any of its Subsidiaries, except such taxes, if any, as are being contested in good faith and as to which adequate reserves have been set aside by such Borrower in accordance with GAAP. The charges, accruals and reserves on the books of the Borrowers and their Subsidiaries in respect of taxes and other governmental charges are, in the opinion of the Borrowers, adequate. None of the Borrowers has given or been requested to give a waiver of the statute of limitations relating to the payment of any Federal, state, local and foreign taxes or other impositions.

7.09 Investment Company Act. None of the Borrowers nor any of its Subsidiaries is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

7.10 Public Utility Holding Company Act. None of the Borrowers nor any of its Subsidiaries is a "holding company", or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

7.11 Material Agreements and Liens.

(a) Indebtedness. Part A of Schedule III hereto sets forth (i) a complete and correct list of each credit agreement, loan agreement, indenture, purchase agreement, guarantee, letter of credit or other arrangement (other than the Loan Documents) providing for or otherwise relating to any Indebtedness or any extension of credit (or commitment for any extension of credit) to, or guarantee by, the Borrowers or any of their Subsidiaries, outstanding on the date hereof, or that (after giving effect to the consummation of the Broadband Acquisitions) will be outstanding on the date each of such Acquisitions shall have been consummated, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) $1,000,000, and the aggregate principal or face amount outstanding or that may become outstanding under each such arrangement is correctly described in Part A of said Schedule III, and (ii) a statement of the aggregate amount of obligations in respect of surety and performance bonds backing pole rental or conduit attachments and the like, or backing obligations under Franchises, of the Borrowers or any of their Subsidiaries outstanding on the date hereof.

(b) Liens. Part B of Schedule III hereto is a complete and correct
list of each Lien (other than the Liens created pursuant to the Security Documents) securing Indebtedness of any Person outstanding on the date hereof, or that (after giving effect to the consummation of the Broadband Acquisitions) will be outstanding on the date each of such Acquisitions shall have been consummated, the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) $1,000,000 and covering any Property of the Borrowers or any of their Subsidiaries, and the aggregate Indebtedness secured (or that may be secured) by each such Lien and the Property covered by each such Lien is correctly described in Part B of said Schedule III.

7.12 Environmental Matters. Each of the Borrowers and their Subsidiaries has obtained all environmental, health and safety permits, licenses and other authorizations required under all Environmental Laws to carry on its business as now being or as proposed to be conducted, except to the extent failure to have any such permit, license or authorization would not (either individually or in the aggregate) have a Material Adverse Effect. Each of such permits, licenses and authorizations is in full force and effect and each of the Borrowers and its Subsidiaries is in compliance with the terms and conditions thereof, and is also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any applicable Environmental Law or in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, except to the extent failure to comply therewith would not (either individually or in the aggregate) have a Material Adverse Effect. In addition, no notice, notification, demand, request for information, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed and, to the Borrowers' knowledge, no investigation or review is pending or threatened by any governmental or other entity with respect to any alleged failure by the Borrowers or any of their Subsidiaries to have any environmental, health or safety permit, license or other authorization required under any Environmental Law in connection with the conduct of the business of the Borrowers or any of their Subsidiaries or with respect to any generation, treatment, storage, recycling, transportation, discharge or disposal, or any Release of any Hazardous Materials generated by the Borrowers or any of their Subsidiaries. All environmental investigations, studies, audits, tests, reviews or other analyses conducted by or that are in the possession of the Borrowers or any of their Subsidiaries in relation to facts, circumstances or conditions at or affecting any site or facility now or previously owned, operated or leased by the Borrowers or any of their Subsidiaries and that could result in a Material Adverse Effect have been made available to the Lenders.

7.13 Capitalization. The Borrowers have heretofore delivered to the Lenders true and complete copies of the Operating Agreements. The only member of the Borrowers on the date hereof is Mediacom Broadband. As of the date hereof, there are no outstanding Equity Rights with respect to any of the Borrowers and there are no outstanding obligations of any of the Borrowers or any of

their Subsidiaries to repurchase, redeem, or otherwise acquire any equity interests in the Borrowers nor are there any outstanding obligations of any Borrower or any of their Subsidiaries to make payments to any Person, such as "phantom stock" payments, where the amount thereof is calculated with reference to the fair market value or equity value of such Borrowers or any of their Subsidiaries.

7.14 Subsidiaries and Investments, Etc.

(a) Subsidiaries. As of the date hereof, none of the Borrowers has any Subsidiaries.

(b) Investments. Set forth in Schedule IV hereto is a complete and correct list of all Investments (other than Investments of the type referred to in paragraphs (b), (c) and (e) of Section 8.08 hereof) held by the Borrowers or any of their Subsidiaries in any Person on the date hereof and, for each such Investment, (x) the identity of the Person or Persons holding such Investment and (y) the nature of such Investment. Except as disclosed in Schedule IV hereto, each of the Borrowers and their Subsidiaries owns, free and clear of all Liens (other than the Liens created pursuant to the Security Documents), all such Investments.

7.15 True and Complete Disclosure. The information, reports, financial statements, exhibits and schedules (including the Information Memorandum) furnished in writing by or on behalf of the Borrowers to the Administrative Agent or any Lender in connection with the negotiation, preparation or delivery of this Agreement and the other Loan Documents or included herein or therein or delivered pursuant hereto or thereto, when taken as a whole do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not misleading. All written information furnished after the date hereof by the Borrowers and their Subsidiaries to the Administrative Agent and the Lenders in connection with this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby will be true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. There is no fact known to the Borrowers that could reasonably be expected to have a Material Adverse Effect (other than facts affecting the cable television industry in general) that has not been disclosed herein, in the other Loan Documents or in a report, financial statement, exhibit, schedule, disclosure letter or other writing furnished to the Lenders for use in connection with the transactions contemplated hereby or thereby.

7.16 Franchises.

(a) List of Franchises. Set forth in Schedule V hereto is a complete and correct list of all Franchises (identified by issuing authority, franchisee and expiration date) (i) owned by the Borrowers and their Subsidiaries on the date hereof or (ii) that, with the exception of any Retained Franchises (as defined in the Broadband Acquisition Agreements), will be owned by

the Borrowers and their Subsidiaries after giving effect to the Broadband Acquisitions.

(b) Right to Use Franchises. Each of the Borrowers and their Subsidiaries possesses or has the right to use, or will possess or will have the right to use, after giving effect to the Broadband Acquisitions, all such Franchises, and all copyrights, licenses, trademarks, service marks, trade names or other rights, including licenses and permits granted by the FCC, agreements with public utilities and microwave transmission companies, pole or conduit attachment, use, access or rental agreements and utility easements that are necessary for the conduct of the CATV Systems of the Borrowers and their Subsidiaries, except for such of the foregoing the absence of which could not reasonably be expected to have a Material Adverse Effect on the Borrowers or any of their Subsidiaries, and each of such Franchises, copyrights, licenses, patents, trademarks, service marks, trade names and rights is (or, after giving effect to the respective Broadband Acquisitions, will be) in full force and effect and no material default has occurred and is continuing thereunder. Except as set forth on Schedule V hereto, none of the Borrowers, any of its Subsidiaries or (to the knowledge of the Borrowers) any of the Broadband Sellers has received any notice from the granting body or any other governmental authority with respect to any breach of any covenant under, or any default with respect to, any Franchise which could reasonably be expected to have a Material Adverse Effect after the consummation of the relevant Broadband Acquisition. Complete and correct copies of all Franchises have heretofore been made available to the Administrative Agent.

7.17 The CATV Systems.

(a) Compliance with Law. Each of the Borrowers and their Subsidiaries, and, (after giving effect to the consummation of the Broadband Acquisitions) the CATV Systems to be owned by it, are in compliance in all material respects with all applicable federal, state and local laws, rules and regulations, including without limitation, the Communications Act, the Copyright Revision Act of 1976, as amended, and the rules and regulations of the FCC and the United States Copyright Office, including, without limitation, rules and laws governing system registration, use of aeronautical frequencies and signal carriage, equal employment opportunity, cumulative leakage index testing and reporting, signal leakage, and subscriber privacy, except to the extent that the failure to so comply with any of the foregoing could not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing except to the extent that the failure to comply with any of the following could not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect and except as set forth in Schedule VI hereto:

(i) the communities included in the areas covered by the Franchises have been registered with the FCC;

(ii) to the knowledge of the Borrowers, all of the annual performance tests on such CATV Systems required under the rules and regulations of the FCC have been performed and the results of such tests demonstrate satisfactory compliance with the applicable requirements being tested in all material respects;

(iii) to the knowledge of the Borrowers, such CATV Systems currently meet or exceed the technical standards set forth in the rules and regulations of the FCC, including, without limitation, the leakage limits contained in 47 C.F.R. Section 76.605(a)(11);

(iv) to the knowledge of the Borrowers, such CATV Systems are being operated in compliance with the provisions of 47 C.F.R. Sections 76.610 through 76.619 (mid-band and super-band signal carriage), including 47 C.F.R. Section 76.611 (compliance with the cumulative signal leakage index); and

(v) to the knowledge of the Borrowers, where required, appropriate authorizations from the FCC have been obtained for the use of all aeronautical frequencies in use in such CATV Systems and such CATV Systems are presently being operated in compliance with such authorizations (and all required certificates, permits and clearances from governmental agencies, including the Federal Aviation Administration, with respect to all towers, earth stations, business radios and frequencies utilized and carried by such CATV Systems have been obtained).

(b) Copyright Filings. To the knowledge of the Borrowers, all notices, statements of account, supplements and other documents required under Section 111 of the Copyright Revision Act of 1976, as amended, and under the rules of the Copyright Office with respect to the carriage of broadcast station signals by the CATV Systems (the "Copyright Filings") owned or to be owned by the Borrowers and their Subsidiaries (after giving effect to the consummation of the Broadband Acquisitions) have been duly filed, and the proper amount of copyright fees have been paid on a timely basis, and each such CATV System qualifies for the compulsory license under Section 111 of the Copyright Act of 1976, except to the extent that the failure to so file or pay could not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrowers, there is no pending claim, action, demand or litigation by any other Person with respect to the Copyright Filings or related royalty payments made by the CATV Systems.

(c) Carriage of Off-Air Signals. To the knowledge of the Borrowers, the carriage of all off-air signals by the CATV Systems owned or to be owned by the Borrowers and their Subsidiaries (after giving effect to the consummation of the Broadband Acquisitions) is permitted by valid transmission consent agreements or by must-carry elections by broadcasters, or is otherwise permitted under applicable law, except to the extent the failure to obtain any of

the foregoing could not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect.

7.18 Rate Regulation. Each of the Borrowers and their Subsidiaries have each reviewed and evaluated in detail the FCC rules currently in effect (the "Rate Regulation Rules") implementing the rate regulation provisions of the Cable Television Consumer Protection and Competition Act of 1992 (the "Rate Regulation Act"). Based upon such review by the Borrowers and their Subsidiaries with respect to the CATV Systems owned and to be owned (after giving effect to the transactions contemplated hereunder to occur on or before the Closing Date):

(i) except as set forth in Schedule VI hereto, to the knowledge of the Borrowers, none of such CATV Systems is subject to effective competition as of the date hereof;

(ii) except as set forth in Schedule VI hereto, no franchising authority has notified the Borrowers or any of their Subsidiaries of its application to be certified to regulate rates as provided in Section 76.910 of the Rate Regulation Rules;

(iii) except as set forth in Schedule VI hereto, no franchising authority has notified the Borrowers or any of their Subsidiaries that it has been certified and has adopted regulations required to commence regulation as provided in Section 76.910(c)(2) of the Rate Regulation Rules;

(iv) to the knowledge of the Borrowers and except as set forth in Schedule VI hereto, there are no pending cable service programming rate complaints filed with the FCC; and

(v) no reduction of rates or refunds to subscribers is required by an outstanding order of the FCC or any local franchising authority as of the date hereof under the Rate Regulation Act and the Rate Regulation Rules applicable to the CATV Systems of the Borrowers and their Subsidiaries.

7.19 Broadband Acquisition Agreements. The Borrowers have heretofore delivered to the Administrative Agent a complete and correct copy of each of the Broadband Acquisition Agreements, as in effect on the date hereof, including all schedules, exhibits and annexes thereto. The Broadband Acquisition Agreements have been duly executed and delivered by each party thereto and are in full force and effect and, to the knowledge of the Borrowers, no party is in default in any material respect of any of its obligations thereunder.

7.20 Use of Credit. None of the Borrowers or any of their Subsidiaries is engaged principally, or as one of their important activities, in the business of extending credit for

the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock in violation of Regulations T, U or X.

Section 8. Covenants of the Borrowers. The Borrowers covenant and agree with the Lenders and the Administrative Agent that, so long as any Commitment, Loan or Letter of Credit Liability is outstanding and until payment in full of all amounts payable by the Borrowers hereunder:

8.01 Financial Statements Etc. The Borrowers shall deliver to each of the Lenders:

(a) as soon as available and in any event within 60 days after the end of each of the first three quarterly fiscal periods of each fiscal year of the Borrowers, combined statements of income, retained earnings and cash flows of the Borrowers and their Subsidiaries for such period and for the period from the beginning of the respective fiscal year to the end of such period, and the related combined balance sheet of the Borrowers and their Subsidiaries as at the end of such period, setting forth in each case in comparative form the corresponding figures for the corresponding periods in the preceding fiscal year (except that, in the case of balance sheets, such comparison shall be to the last day of the prior fiscal year), accompanied by a certificate of a Senior Officer, which certificate shall state that said financial statements fairly present in all material respects the combined financial condition and results of operations of the Borrowers and their Subsidiaries in accordance with generally accepted accounting principles consistently applied as at the end of, and for, such period (subject to normal year-end audit adjustments);

(b) as soon as available and in any event within 90 days after the end of each fiscal year of the Borrowers, combined statements of income, retained earnings and cash flows of the Borrowers and their Subsidiaries for such fiscal year and the related combined balance sheet of the Borrowers and their Subsidiaries as at the end of such fiscal year, setting forth in each case in comparative form the corresponding combined figures for the preceding fiscal year and accompanied by an opinion thereon of independent certified public accountants of recognized national standing, which opinion shall state that said combined financial statements fairly present in all material respects the combined financial condition and results of operations of the Borrowers and their Subsidiaries as at the end of, and for, such fiscal year in accordance with generally accepted accounting principles, and a statement of such accountants to the effect that, in making the examination necessary for their opinion, nothing came to their attention that caused them to believe that the Borrowers were not in compliance with Sections 8.07, 8.08, 8.09, 8.10, 8.11, 8.12 or 8.15 hereof, insofar as such Sections relate to accounting matters;

(c) promptly upon their becoming available, copies of all registration statements and regular periodic reports, if any, that the Borrowers shall have filed with the Securities and Exchange Commission (or any governmental agency substituted therefor) or any national securities exchange;

(d) promptly upon the mailing thereof by the Borrowers to the shareholders or members of the Borrowers generally, to holders of Affiliate Subordinated Indebtedness generally, or by Mediacom Broadband to the holders of any outstanding notes or other debt issuance, copies of all financial statements, reports and proxy statements so mailed;

(e) as soon as possible, and in any event within ten days after any Borrower knows or has reason to believe that any of the events or conditions specified below with respect to any Plan or Multiemployer Plan has occurred or exists, a statement signed by a Senior Officer setting forth details respecting such event or condition and the action, if any, that the Borrowers or their ERISA Affiliates propose to take with respect thereto (and a copy of any report or notice required to be filed with or given to the PBGC by the Borrowers or an ERISA Affiliate with respect to such event or condition):

(i) any reportable event, as defined in Section 4043(b) of ERISA and the regulations issued thereunder, with respect to a Plan, as to which the PBGC has not by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event (provided that a failure to meet the minimum funding
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standard of Section 412 of the Code or Section 302 of ERISA, including, without limitation, the failure to make on or before its due date a required installment under Section 412(m) of the Code or Section 302(e) of ERISA, shall be a reportable event regardless of the issuance of any waivers in accordance with Section 412(d) of the Code); and any request for a waiver under Section 412(d) of the Code for any Plan;

(ii) the distribution under Section 4041 of ERISA of a notice of intent to terminate any Plan or any action taken by the Borrowers or an ERISA Affiliate to terminate any Plan;

(iii) the institution by the PBGC of proceedings under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Borrowers or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan;

(iv) the complete or partial withdrawal from a Multiemployer Plan by the Borrowers or any ERISA Affiliate that results in liability under Section 4201 or 4204 of ERISA (including the obligation to satisfy secondary liability as a result of a purchaser default) or the receipt by any Borrower or any ERISA Affiliate of notice from a Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A of ERISA;

(v) the institution of a proceeding by a fiduciary of any Multiemployer Plan against the Borrowers or any ERISA Affiliate to enforce Section 515 of ERISA, which proceeding is not dismissed within 30 days; and

(vi) the adoption of an amendment to any Plan that, pursuant to Section 401(a)(29) of the Code or Section 307 of ERISA, would result in the loss of tax-exempt status of the trust of which such Plan is a part if the Borrowers or an ERISA Affiliate fails to timely provide security to the Plan in accordance with the provisions of said Sections;

(f) within 60 days of the end of each quarterly fiscal period of the Borrowers (90 days after the last quarterly fiscal period in any fiscal year), a Quarterly Officer's Report as at the end of such period;

(g) promptly after any Borrower knows or has reason to believe that any Default has occurred, a notice of such Default describing the same in reasonable detail and, together with such notice or as soon thereafter as possible, a description of the action that the Borrowers have taken or propose to take with respect thereto; and

(h) from time to time such other information regarding the financial condition, operations, business or prospects of the Borrowers or any of their Subsidiaries (including, without limitation, any Plan or Multiemployer Plan and any reports or other information required to be filed under ERISA) as any Lender or the Administrative Agent may reasonably request.

The Borrowers will furnish to each Lender, at the time they furnish each set of financial statements pursuant to paragraph (a) or (b) above, a certificate of a Senior Officer (i) to the effect that no Default has occurred and is continuing (or, if any Default has occurred and is continuing, describing the same in reasonable detail and describing the action that the Borrowers have taken or proposes to take with respect thereto) and (ii) setting forth in reasonable detail the computations necessary to determine whether the Borrowers are in compliance with Sections 8.07, 8.08, 8.09, 8.10, 8.11, 8.12 and 8.15 hereof (including, without limitation, calculations demonstrating compliance with the requirements of Section 8.09(d)(ii) hereof after giving effect

to any Capital Expenditure pursuant to Section 8.12(b) hereof) as of the end of the respective quarterly fiscal period or fiscal year.

8.02 Litigation. The Borrowers will promptly give to each Lender notice of all legal or arbitral proceedings, and of all proceedings or investigations by or before any governmental or regulatory authority or agency, and any material development in respect of such legal or other proceedings, affecting the Borrowers or any of their Subsidiaries or any of their Franchises, except proceedings that, if adversely determined, would not (either individually or in the aggregate) have a Material Adverse Effect. Without limiting the generality of the foregoing, the Borrowers will give to each Lender (i) notice of the assertion of any Environmental Claim by any Person against, or with respect to the activities of, the Borrowers or any of their Subsidiaries and notice of any alleged violation of or non-compliance with any Environmental Laws or any permits, licenses or authorizations, other than any Environmental Claim or alleged violation that, if adversely determined, would not (either individually or in the aggregate) have a Material Adverse Effect and (ii) copies of any notices received by the Borrowers or any of their Subsidiaries under any Franchise of a material default by the Borrowers or any of their Subsidiaries in the performance of its obligations thereunder.

8.03 Existence, Etc. Each Borrower will, and will cause each of its Subsidiaries to:

(a) preserve and maintain its legal existence and all of its material rights, privileges, licenses and franchises (provided that nothing in this Section 8.03 shall prohibit any transaction expressly permitted under Section 8.05 hereof);

(b) comply with the requirements of all applicable laws, rules, regulations and orders of governmental or regulatory authorities if failure to comply with such requirements could (either individually or in the aggregate) have a Material Adverse Effect;

(c) pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its Property prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained;

(d) maintain, in all material respects, all of its Properties used or useful in its business in good working order and condition, ordinary wear and tear excepted;

(e) keep adequate records and books of account, in which complete entries will be made in accordance with generally accepted accounting principles consistently applied; and

(f) permit representatives of any Lender or the Administrative Agent, during normal business hours, to examine, copy and make extracts from its books and records, to inspect any of its Properties, and to discuss its business and affairs with its officers, all to the extent reasonably requested by such Lender or the Administrative Agent (as the case may be).

8.04 Insurance. Each Borrower will, and will cause each of its Subsidiaries to, maintain insurance with financially sound and reputable insurance companies, or may self-insure, and with respect to Property and risks of a character usually maintained by Persons engaged in the same or similar business similarly situated, against loss, damage and liability of the kinds and in the amounts customarily maintained by such corporations, provided that each Borrower will in any event maintain (with respect to itself and each of its Subsidiaries) casualty insurance and insurance against claims for damages with respect to defamation, libel, slander, privacy or other similar injury to person or reputation (including misappropriation of personal likeness), in such amounts as are then customary for Persons engaged in the same or similar business similarly situated.

8.05 Prohibition of Fundamental Changes.

(a) Restrictions on Merger. None of the Borrowers will nor will it permit any of its Subsidiaries to, enter into any transaction of merger or consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution).

(b) Restrictions on Acquisitions. None of the Borrowers will nor will it permit any of its Subsidiaries to, acquire any business or Property from, or capital stock of, or be a party to any acquisition of, any Person except for purchases of equipment, programming rights and other Property to be sold or used in the ordinary course of business, Investments permitted under Section 8.08(f) hereof, and Capital Expenditures permitted under Section 8.12 hereof.

(c) Restrictions on Sales and Other Dispositions. None of the Borrowers will nor will it permit any of its Subsidiaries to, convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, any part of its business or Property, whether now owned or hereafter acquired (including, without limitation, receivables and leasehold interests, but excluding (i) obsolete or worn-out Property, tools or equipment no longer used or useful in its business so long as the amount thereof sold in any single fiscal year by the Borrowers and their Subsidiaries shall not have a fair market value in excess of $10,000,000 and (ii) any

equipment, programming rights or other Property sold or disposed of in the ordinary course of business and on ordinary business terms).

(d) Certain Permitted Transactions. Notwithstanding the foregoing provisions of this Section 8.05:

(i) Intercompany Mergers and Consolidations. Any Borrower may be merged or consolidated with any other Borrower, and any Subsidiary of a Borrower may be merged or consolidated with or into: (x) such Borrower if such Borrower shall be the continuing or surviving corporation or (y) any other such Subsidiary; provided that if any such transaction shall be between a Subsidiary and a Wholly Owned Subsidiary, the Wholly Owned Subsidiary shall be the continuing or surviving corporation.

(ii) Intercompany Dispositions. Any Borrower may sell, lease, transfer or otherwise dispose of any or all of its Property to any other Borrower, and any Subsidiary of a Borrower may sell, lease, transfer or otherwise dispose of any or all of its Property (upon voluntary liquidation or otherwise) to the Borrowers or a Wholly Owned Subsidiary of the Borrowers.

(iii) Broadband Acquisitions. The Borrowers may consummate the Broadband Acquisitions, so long as the same are consummated in all material respects in accordance with the respective Broadband Acquisition Agreements.

(iv) Permitted Dispositions. The Borrowers or any Wholly Owned Subsidiary of the Borrowers may enter into one or more transactions intended to trade (by means of either an exchange or a sale and subsequent purchase) one or more of the CATV Systems owned by the Borrowers and their Subsidiaries for one or more CATV Systems owned by any other Person, which transactions may be effected either by

(I) the Borrowers or such Wholly Owned Subsidiary selling one or more CATV Systems owned by it, and either depositing the Net Available Proceeds thereof into the Collateral Account, or prepaying Revolving Credit Loans (and creating a Reserved Commitment Amount), as contemplated by the second paragraph of Section 2.10(d) hereof, and then within 270 days acquiring one or more other CATV Systems or

(II) exchanging one or more CATV Systems, together with cash not exceeding 20% of the fair market value of such acquired CATV Systems,

so long as

(x) (A) at the time of any such transactions and after giving effect thereto, no Default shall have occurred and be continuing and (B) after giving effect to such transaction the Borrowers shall be in compliance with Section 8.10 hereof (the determination of such compliance to be calculated on a pro forma basis, as at the end of and for the fiscal quarter most recently ended prior to the date of such transaction for which financial statements of the Borrowers and their Subsidiaries are available, under the assumption that such transaction shall have occurred, and any Indebtedness in connection therewith shall have been incurred, at the beginning of the applicable period, and under the assumption that interest for such period had been equal to the actual weighted average interest rate in effect for the Loans hereunder on the date of such transaction), and the Borrowers shall have delivered to the Administrative Agent a certificate of a Senior Officer showing such calculations in reasonable detail to demonstrate such compliance,

(y) with respect to any single exchange of CATV Systems pursuant to clause (II) above, the sum of the System Cash Flow for the period of four fiscal quarters ending on, or most recently ended prior to, the date of such exchange attributable to the CATV Systems being exchanged does not exceed more than 15% of System Cash Flow for such period and

(z) the sum of (A) the System Cash Flow for the period referred to in subclause (y) above plus (B) the System Cash Flow
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attributable to all other CATV Systems previously exchanged pursuant to clause (II) above (whether during the period referred to in subclause (y) above, or prior thereto), does not exceed an amount equal to 35% of Adjusted System Cash Flow for the period referred to in subclause (y) above.

If, in connection with an exchange permitted under this subparagraph (iv), the Borrowers or Wholly Owned Subsidiary receives cash in excess of 20% the fair market value of the acquired CATV Systems, such exchange shall be permitted as a sale under this subparagraph (iv) and the cash received by the Borrowers in connection with such transaction shall be applied in accordance with Section 2.10(d).

(v) Subsequent Acquisitions. Any Borrower or a Wholly Owned

Subsidiary of such Borrower may acquire any business or Property from, or capital stock of, or be a party to any acquisition of, any Person, so long as:

(A) the aggregate Purchase Price of any individual such acquisition shall not exceed (i) $200,000,000 prior to the Iowa Acquisition Consummation Date and (ii) $400,000,000 thereafter;

(B) such acquisition (if by purchase of assets, merger or consolidation) shall be effected in such manner so that the acquired business, and the related assets, are owned either by a Borrower or a Wholly Owned Subsidiary of a Borrower and, if effected by merger or consolidation involving a Borrower, such Borrower shall be the continuing or surviving entity and, if effected by merger or consolidation involving a Wholly Owned Subsidiary of a Borrower, such Wholly Owned Subsidiary shall be the continuing or surviving entity;

(C) such acquisition (if by purchase of stock) shall be effected in such manner so that the acquired entity becomes a Wholly Owned Subsidiary of a Borrower;

(D) with respect to any acquisition involving an aggregate Purchase Price in excess of $50,000,000, the Borrowers shall deliver to the Administrative Agent (which shall promptly notify the Lenders of such acquisition and forward a copy to each Lender which requests one) (1) no later than five Business Days prior to the consummation of each such acquisition (or such earlier date as shall be five Business Days after the execution and delivery thereof), copies of the respective agreements or instruments pursuant to which such acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements or instruments and all other material ancillary documents to be executed or delivered in connection therewith and (2) promptly following request therefor (but in any event within three Business Days following such request), copies of such other information or documents relating to each such acquisition as the Administrative Agent shall have requested;

(E) with respect to any acquisition involving an aggregate Purchase Price in excess of $50,000,000, the Administrative Agent shall have received (and shall promptly forward a copy thereof to each Lender which requests one) a letter (in the case of each legal opinion delivered to the Borrowers pursuant to such acquisition) from each Person delivering such opinion (which shall in any event include an opinion of special FCC counsel) authorizing reliance thereon by the Administrative Agent and the Lenders;

(F) with respect to any acquisition involving an aggregate Purchase Price in excess of $50,000,000, the Borrowers shall have delivered to the

Administrative Agent and the Lenders evidence satisfactory to the Administrative Agent and the Majority Lenders of receipt of all licenses, permits, approvals and consents, if any, required with respect to such acquisition (including, without limitation, the consents of the respective municipal franchising authorities to the acquisition of the respective CATV Systems being acquired (if any));

(G) the entire amount of the consideration payable by the Borrowers and their Subsidiaries in connection with such acquisition (other than customary post-closing adjustments and indemnity obligations, and other than Indebtedness incurred in connection with such acquisition that is permitted under paragraphs (c) or (f) of Section 8.07 hereof) shall be payable on the date of such acquisition;

(H) none of the Borrowers nor any of its Subsidiaries shall, in connection with such acquisition, assume or remain liable in respect of (x) any Indebtedness of the seller or sellers (except for Indebtedness permitted under Section 8.07(f) hereof) or (y) other obligations of the seller or sellers (except for obligations incurred in the ordinary course of business in operating the CATV System so acquired and necessary or desirable to the continued operation of such CATV System);

(I) to the extent the assets purchased in such acquisition shall be subject to any Liens not permitted hereunder, such Liens shall have been released (or arrangements for such release satisfactory to the Administrative Agent shall have been made);

(J) to the extent applicable, the Borrowers shall have complied with the provisions of Section 8.18 hereof, including, without limitation, to the extent not theretofore delivered, delivery to the Administrative Agent of (x) the shares of stock or other ownership interests, accompanied by undated stock powers or other powers executed in blank, and (y) the agreements, instruments, opinions of counsel and other documents required under Section 8.18 hereof;

(K) after giving effect to such acquisition the Borrowers shall be in compliance with Section 8.10 hereof (the determination of such compliance to be calculated on a pro forma basis, as at the end of and for the fiscal quarter most recently ended prior to the date of such acquisition for which financial statements of the Borrowers and their Subsidiaries are available, under the assumption that such acquisition shall have occurred, and any Indebtedness in connection therewith shall have been incurred, at the beginning of the applicable period, and under the assumption that interest for such period had been equal to the actual weighted average interest rate in effect for the Loans hereunder on the date of

such acquisition), and the Borrowers shall have delivered to the Administrative Agent a certificate of a Senior Officer showing such calculations in reasonable detail to demonstrate such compliance;

(L) immediately prior to such acquisition and after giving effect thereto, no Default shall have occurred and be continuing; and

(M) the Borrowers shall deliver such other documents and shall have taken such other action as the Majority Lenders or the Administrative Agent may request (which may include evidence that the Borrowers shall have received an equity contribution from Mediacom Broadband or the proceeds of the issuance of Affiliate Subordinated Indebtedness pursuant to documentation and in amounts in form and substance satisfactory to the Majority Lenders and the Administrative Agent).

8.06 Limitation on Liens. None of the Borrowers will, nor will it permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except:

(a) Liens created pursuant to the Security Documents;

(b) Liens in existence on the date hereof and listed in Part B of Schedule III hereto (or, to the extent not meeting the minimum thresholds for required listing on said Schedule III pursuant to Section 7.11 hereof, in an aggregate amount not exceeding $10,000,000);

(c) Liens imposed by any governmental authority for taxes, assessments or charges not yet due or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Borrowers or the affected Subsidiaries, as the case may be, in accordance with GAAP;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings and Liens securing judgments but only to the extent for an amount and for a period not resulting in an Event of Default under Section 9.01(i) hereof;

(e) pledges or deposits under worker's compensation, unemployment insurance and other social security legislation;

(f) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business and encumbrances consisting of zoning restrictions, easements, licenses, restrictions on the use of Property or minor imperfections in title thereto that, in the aggregate, are not material in amount, and that do not in any case materially detract from the value of the Property subject thereto or interfere with the ordinary conduct of the business of the Borrowers or any of their Subsidiaries; and

(h) Liens upon real and/or tangible personal Property acquired after the date hereof (by purchase, construction or otherwise) by the Borrowers or any of their Subsidiaries and securing Indebtedness permitted under Section 8.07(f) hereof, each of which Liens either (A) existed on such Property before the time of its acquisition and was not created in anticipation thereof or (B) was created solely for the purpose of securing Indebtedness representing, or incurred to finance, refinance or refund, the cost (including the cost of construction) of such Property; provided that
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(i) no such Lien shall extend to or cover any Property of a Borrower or any such Subsidiary other than the Property so acquired and improvements thereon and (ii) the principal amount of Indebtedness secured by any such Lien shall at no time exceed the fair market value (as determined in good faith by a Senior Officer) of such Property at the time it was acquired (by purchase, construction or otherwise).

8.07 Indebtedness. None of the Borrowers will, nor will it permit any
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of its Subsidiaries to, create, incur or suffer to exist any Indebtedness except:

(a) Indebtedness to the Lenders hereunder, including, without limitation, Incremental Facility Loans in an aggregate principal amount up to but not exceeding $500,000,000;

(b) Indebtedness outstanding on the date hereof and listed in Part A of Schedule III hereto (or, to the extent not meeting the minimum thresholds for required listing on said Schedule III pursuant to Section 7.11 hereof, in an aggregate amount not exceeding $10,000,000);

(c) Affiliate Subordinated Indebtedness incurred in accordance with Section 8.14 hereof;

(d) Indebtedness of the Borrowers to any Subsidiary of the Borrowers, and of any Subsidiary of the Borrowers to the Borrowers or its other Subsidiaries;

(e) Indebtedness (other than Affiliate Subordinated Indebtedness) of the Borrowers and their Subsidiaries that is subordinated in right of payment to the obligations of the Borrowers and their Subsidiaries under the Loan Documents (and which contains terms, including in respect of interest, amortization, defaults, mandatory redemptions and prepayments, and covenants) that are in each case satisfactory to the Administrative Agent and the Majority Lenders; and

(f) additional Indebtedness of the Borrowers and their Subsidiaries (including, without limitation, Capital Lease Obligations and other Indebtedness secured by Liens permitted under Section 8.06(h) hereof) up to but not exceeding an aggregate amount of $50,000,000 at any one time outstanding.

In addition to the foregoing, the Borrowers will not, nor will they permit their Subsidiaries to, incur or suffer to exist any obligations in an aggregate amount in excess of $25,000,000 at any one time outstanding in respect of surety and performance bonds backing pole rental or conduit attachments and the like, or backing obligations under Franchises, arising in the ordinary course of business of the CATV Systems of the Borrowers and their Subsidiaries.

8.08 Investments. The Borrowers will not, nor will they permit any of their Subsidiaries to, make or permit to remain outstanding any Investments except:

(a) Investments outstanding on the date hereof and identified in Schedule IV hereto;

(b) operating deposit accounts with banks;

(c) Permitted Investments;

(d) subject to the last sentence of this Section 8.08, Investments by the Borrowers and their Subsidiaries in the Borrowers and their Subsidiaries;

(e) Interest Rate Protection Agreements entered into in the ordinary course of business of the Borrowers and not for speculative purposes;

(f) Investments by the Borrowers and their Subsidiaries consisting of acquisitions permitted under subparagraphs (iv) or (v) of Section 8.05(d);

(g) Investments consisting of the issuance of a Letter of Credit for the account of the Borrowers to support an obligation of an Affiliate of the Borrowers, in such amounts as would be permitted under Section 8.09(d)(ii) hereof; and

(h) additional Investments (including, without limitation, Investments by the Borrowers or any of their Subsidiaries in Affiliates of the Borrowers), so long as (i) the aggregate amount of all such Investments shall not exceed (x) $100,000,000 prior to the Iowa Acquisition Consummation Date and (y) $200,000,000 thereafter and (ii) at the time of making such additional investments as contemplated by this Section 8.08(h) and after giving effect thereto, the Total Leverage Ratio shall be less than 5.75 to 1 or if lower, the applicable requirement at the time under Section 8.10(a) hereof.).

Without limiting the generality of the forgoing, the Borrowers will not create, or make any Investment in, any Subsidiary after the date hereof without the prior written consent of the Majority Lenders.

8.09 Restricted Payments. The Borrowers will not make any Restricted Payment at any time, provided that, so long as at the time thereof, and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, the Borrowers may make the following Restricted Payments (subject, in each case, to the applicable conditions set forth below):

(a) the Borrowers may make Restricted Payments in cash to their members in an amount equal to the Tax Payment Amount with respect to any fiscal period or portion thereof (net of Restricted Payments previously made under this paragraph (a) in respect of such period), so long as at least fifteen days prior to making any such Restricted Payment, the Borrowers shall have delivered to each Lender (i) notification of the amount and proposed payment date of such Restricted Payment and (ii) a statement of a Senior Officer (and, in the event such period is a full fiscal year, the Borrower's independent certified public accountants) setting forth a detailed calculation of the Tax Payment Amount for such period and showing the amount of such Restricted Payment and all previous Restricted Payments made pursuant to this Section 8.09(a) in respect of such period;

(b) the Borrowers may make payments in cash in respect of Management Fees to the extent permitted under Section 8.11 hereof;

(c) the Borrowers may make payments in cash in respect of the interest on Affiliate Subordinated Indebtedness constituting Supplemental Capital or Cure Monies; and

(d) the Borrowers may make payments in cash in respect of the principal of Affiliate Subordinated Indebtedness and distributions in respect of the equity capital of the Borrowers and may request the issuance of Affiliate Letters of Credit (such payment and issuance being collectively called "Permitted Transactions"), so long as
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(i) in the case of any Permitted Transaction consisting of a payment in respect of the principal of Affiliate Subordinated Indebtedness, or distribution in respect of equity capital, constituting Cure Monies, at least one complete fiscal quarter shall have elapsed subsequent to the last date upon which the Borrowers shall have utilized their cure rights under Section 9.02 hereof, without the occurrence of any Event of Default (and, for purposes hereof, unless the Borrowers indicate otherwise at the time of any such payment, such payment or distribution shall be deemed to be made first from Cure Monies and second from Supplemental Capital);

(ii) after giving effect to any Permitted Transaction during any fiscal quarter (the "current fiscal quarter") and to the making of any
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Capital Expenditures pursuant to Section 8.12(b) hereof during the current fiscal quarter, the Borrowers would (as at the last day of the most recent fiscal quarter immediately prior to the current fiscal quarter) have been in compliance on a pro forma basis with Section 8.10 hereof and the Total Leverage Ratio calculated on a pro forma basis is at the time less than 5.75 to 1 (or, if lower, the applicable requirement at the time under Section 8.10(a) hereof), the determination of such compliance and such Total Leverage Ratio to be determined as if

(x) for purposes of calculating the Total Leverage Ratio, there were added to Indebtedness the sum (herein, the "Relevant
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Sum") of the amount of such Permitted Transaction plus the amount
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of all other Permitted Transactions made during the current fiscal quarter through the date of such Permitted Transaction, minus the amount of Special Reductions through such date plus the
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amount of any such Capital Expenditures, and

(y) for purposes of calculating the Interest Coverage Ratio and Debt Service Coverage Ratio, the Relevant Sum plus any Cure
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Monies received during the period for which the Interest Coverage Ratio or Debt Service Coverage Ratio is calculated represented additional principal of the Loans outstanding hereunder at all times during the respective fiscal quarter for which such Ratios are calculated and the amount of interest that would have been payable hereunder during such fiscal quarter was recalculated to take into account such additional principal;

(iii) after giving effect to distributions made in respect of the equity capital of any Borrower, the Equity Contribution Amount shall not be less than zero; and

(iv) the aggregate amount of Permitted Transactions as at any date (minus the aggregate amount of Special Reductions through such date), shall not exceed the Applicable Permitted Transaction Amount for such date.

Nothing herein shall be deemed to prohibit the payment of dividends by any Subsidiary of a Borrower to such Borrower or to any other Subsidiary of such Borrower.

8.10 Certain Financial Covenants.

(a) Total Leverage Ratio. The Borrowers will not permit the Total Leverage Ratio to exceed the following respective ratios at any time during the following respective periods:

Period	Total Leverage Ratio
From the Closing Date through December 31, 2002	6.00 to 1
From January 1, 2003 through December 31, 2003	5.75 to 1
From January 1, 2004 through December 31, 2004	5.50 to 1
From January 1, 2005 through December 31, 2005	4.75 to 1
From January 1, 2006 and at all times thereafter	4.50 to 1

provided that on or prior to (but not after) the Third Acquisition Consummation Date, the Total Leverage Ratio may not exceed 5.50 to 1.

(b) Interest Coverage Ratio. The Borrowers will not permit the Interest Coverage Ratio to be less than the following respective ratios as at the last day of any fiscal quarter ending during the following respective periods:

Period	Ratio
From the Closing Date through December 31, 2002	1.30 to 1
From January 1, 2003 through December 31, 2003	1.40 to 1
From January 1, 2004 through December 31, 2004	1.50 to 1
From January 1, 2005 through December 31, 2005	1.70 to 1
From January 1, 2006 and at all times thereafter	2.00 to 1

(c) Debt Service Coverage Ratio. The Borrowers will not permit the Debt Service Coverage Ratio to be less than 1.10 to 1 as of the last day of any fiscal quarter.

8.11 Management Fees. The Borrowers will not permit the aggregate amount of Management Fees accrued in respect of any fiscal year of the Borrowers to exceed 4.0% of the Gross Operating Revenue of the Borrowers and their Subsidiaries for such fiscal year. In addition, the Borrowers will not, as at the last day of the first, second and third fiscal quarters in any fiscal year, permit the amount of Management Fees paid during the portion of such fiscal year ending with such fiscal quarter to exceed 4.0% of the Gross Operating Revenue of the Borrowers and their Subsidiaries for such portion of such fiscal year (based upon the financial statements of the Borrowers provided pursuant to Section 8.01(a) hereof), provided that in any event the Borrowers will not pay any Management Fees at any time following the occurrence and during the continuance of any Default. Any Management Fees that are accrued for any fiscal quarter (the "current fiscal quarter") but which are not paid during the current fiscal quarter may be paid at any time during the period of four fiscal quarters following the current fiscal quarter (and for these purposes any payment of Management Fees during such period shall be deemed to be applied to Management Fees in the order of the fiscal quarters in respect of which such Management Fees are accrued). Any Management Fees which may not be paid as a result of the limitations set forth in the forgoing provisions of this Section 8.11 shall be deferred and shall not be payable until the principal of and interest on the Loans, and all other amounts owing

hereunder, shall have been paid in full. For purposes of this Section 8.11 "Gross Operating Revenue" shall mean the aggregate gross operating revenues derived by the Borrowers from their CATV Systems and from other telecommunications services as determined in accordance with GAAP excluding, however, revenue or income derived by the Borrowers from any of the following sources: (i) from the sale of any asset of such CATV Systems not in the ordinary course of business, (ii) interest income, (iii) proceeds from the financing or refinancing of any Indebtedness of the Borrowers or any of their Subsidiaries and (iv) extraordinary gains in accordance with GAAP.

None of the Borrowers nor any of its Subsidiaries shall be obligated to pay Management Fees to any Person, unless the Borrowers and such Person shall have executed and delivered to the Administrative Agent a Management Fee Subordination Agreement, and none of the Borrowers nor any of its Subsidiaries shall pay Management Fees to any Person except to the extent permitted under the respective Management Fee Subordination Agreement to which such Person is a party.

None of the Borrowers nor any of its Subsidiaries shall employ or retain any executive management personnel (or pay any Person, other than the Manager, in respect of executive management personnel or matters, for the Borrowers or any of their Subsidiaries), it being the intention of the parties hereto that all executive management personnel required in connection with the business or operations of the Borrowers and their Subsidiaries shall be employees of the Manager (and that the Executive Compensation for such employees shall be covered by Management Fees payable hereunder). For purposes hereof, "executive management personnel" shall not include any individual (such as a system manager or a regional manager) who is employed solely in connection with the day-to-day operations of a CATV System or a Region.

8.12 Capital Expenditures.

(a) Scheduled Capital Expenditures. The Borrowers will not permit the aggregate amount of Capital Expenditures to exceed the following respective amounts for the following respective Fiscal Periods of the Borrowers:

	Credit Agreement

Fiscal Period Ending	Amount
December 31, 2001	$ 70,000,000
December 31, 2002	$180,000,000
December 31, 2003	$170,000,000
December 31, 2004	$115,000,000
December 31, 2005	$ 90,000,000
December 31, 2006	$ 90,000,000
December 31, 2007	$ 90,000,000
December 31, 2008	$ 90,000,000

provided that, the amounts set forth above for any Fiscal Period of the Borrowers in which the Borrowers enter into a Subsequent Acquisition pursuant to Section 8.05(d)(v) shall be increased by such amount as the Borrowers shall propose in a notice to the Administrative Agent and the Lenders (which amount shall be based on a proposed budget and operating plan set forth in such notice) which increase shall become effective unless Requisite Lenders object to such amount, by notice to the Administrative Agent, within 10 Business Days following receipt of the Borrowers' notice. For purposes of this Section 8.12(a), "Requisite Lenders" shall mean Lenders having at least 50% of the sum of (a) the aggregate outstanding principal amount of the Term Loans or, if the Term Loans shall not have been made, the aggregate outstanding principal amount of the Term Loan Commitments plus (b) the aggregate outstanding principal amount of the Incremental Facility Loans or, if the Incremental Facility Loans shall not have been made, the aggregate outstanding principal amount of the Incremental Facility Commitments plus (c) the sum of (i) the aggregate unused amount, if any, of the Revolving Credit Commitments at such time plus (ii) the aggregate amount of Letter of Credit Liabilities at such time plus (iii) the aggregate outstanding principal amount of the Revolving Credit Loans at such time

If the aggregate amount of Capital Expenditures for any Fiscal Period of the Borrowers shall be less than the amount set forth opposite such Fiscal Period in the schedule above, then the shortfall shall be added to the amount of Capital Expenditures permitted for the immediately succeeding (but not any other) Fiscal Period and, for purposes hereof, the amount of Capital Expenditures made during any Fiscal Period shall be deemed to have been made first from the carryover from any previous Fiscal Period and last from the permitted amount for such Fiscal Period.

(b) Additional Capital Expenditures. In addition to the Capital Expenditures permitted under paragraph (a) above, the Borrowers and their Subsidiaries may make Additional Capital Expenditures during any fiscal quarter in such amounts as would be permitted under Section 8.09(d)(ii) (in the case of a payment of principal of Affiliate Subordinated Indebtedness, as if such Capital Expenditure constituted a payment in respect of Supplemental Capital thereunder).

8.13 Interest Rate Protection Agreements. The Borrowers will within 180 days of the Closing Date, enter into, and thereafter maintain in full force and effect, one or more Interest Rate Protection Agreements with one or more of the Lenders or their affiliates (and/or with a bank or other financial institution having capital, surplus and undivided profits of at least $500,000,000), that effectively enables the 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 40% of the aggregate outstanding principal amount of the Indebtedness (including Affiliate Subordinated Indebtedness) of the Borrowers.

8.14 Affiliate and Additional Subordinated Indebtedness.

(a) Affiliate Subordinated Indebtedness. The Borrowers may at any time after the date hereof incur Affiliate Subordinated Indebtedness to Mediacom Broadband or one or more other Affiliates, so long as the proceeds of any such Affiliate Subordinated Indebtedness constituting Cure Monies are immediately applied to the reduction of the Revolving Credit Commitments and the prepayment of principal of the Term Loans and Incremental Facility Loans of each Series hereunder, applied ratably to the Revolving Credit Commitments, the Term Loans and the Incremental Facility Loans of each Series in accordance with the respective then-outstanding aggregate amounts of such Commitments and Loans (and to the simultaneous prepayment of the Revolving Credit Loans, and cover for Letter of Credit Liabilities, in an amount equal to such required reduction of Revolving Credit Commitments), provided that to the extent any such required prepayment of Revolving Credit Loans shall exceed the then-outstanding aggregate principal amount of Revolving Credit Loans, such excess shall be applied to the ratable prepayment of Term Loans and Incremental Facility Loans of each Series. Prepayments of Term Loans and Incremental Facility Loans of each Series shall be applied to the respective installments thereof ratably in accordance with the respective principal amounts thereof.

(b) Repayment of Affiliate Subordinated Indebtedness. The Borrowers will not, nor will they permit any of their Subsidiaries to, purchase, redeem, retire or otherwise acquire for value, or set apart any money for a sinking, defeasance or other analogous fund for the purchase, redemption, retirement or other acquisition of, or make any voluntary payment or prepayment of the principal of or interest on, or any other amount owing in respect of, any Affiliate Subordinated Indebtedness, except to the extent permitted under Section 8.09 hereof.

(c) Repayment of Certain Other Indebtedness. The Borrowers will not, nor will they permit any of their Subsidiaries to, purchase, redeem, retire or otherwise acquire for value,

or set apart any money for a sinking, defeasance or other analogous fund for the purchase, redemption, retirement or other acquisition of, or make any voluntary payment or prepayment of the principal of or interest on, or any other amount owing in respect of, any Indebtedness at any time issued pursuant to Section 8.07(e).

8.15 Lines of Business. The Borrowers will at all times ensure that not more than 15% of gross operating revenue of the Borrowers and their Subsidiaries for any fiscal year shall be derived from any line or lines of business activity other than the business of owning and operating CATV Systems and related communications businesses.

8.16 Transactions with Affiliates. Except as expressly permitted by this Agreement, none of the Borrowers will, nor will it permit any of its Subsidiaries to, directly or indirectly: (a) make any Investment in an Affiliate except for Investments permitted under Section 8.08(h), provided that, the monetary or business consideration arising therefrom would be substantially as advantageous to a Borrower and its Subsidiaries as the monetary or business consideration that would obtain in a comparable transaction with a Person not an Affiliate; (b) transfer, sell, lease, assign or otherwise dispose of any Property to an Affiliate; (c) merge into or consolidate with or purchase or acquire Property from an Affiliate; (d) make any contribution towards, or reimbursement for, any Federal income taxes payable by any shareholder or member of a Borrower or any of its Subsidiaries in respect of income of a Borrower; or (e) enter into any other transaction directly or indirectly with or for the benefit of an Affiliate (including, without limitation, Guarantees and assumptions of obligations of an Affiliate); provided that

(i) any Affiliate who is an individual may serve as a director, officer or employee of a Borrower or any of its Subsidiaries and receive reasonable compensation for his or her services in such capacity,

(ii) a Borrower and its Subsidiaries may enter into transactions (other than extensions of credit by such Borrower or any of its Subsidiaries to an Affiliate) providing for the leasing of Property, the rendering or receipt of services or the purchase or sale of equipment, programming rights, advertising time and other Property in the ordinary course of business, or the exchange or swapping of CATV Systems or portions thereof, if the monetary or business consideration arising therefrom would be substantially as advantageous to such Borrower and its Subsidiaries as the monetary or business consideration that would obtain in a comparable transaction with a Person not an Affiliate,

(iii) the Borrowers may enter into and perform their respective obligations under, the Management Agreements, and

(iv) the Borrowers and their Subsidiaries may pay to the Manager the aggregate amount of intercompany shared expenses payable to Mediacom Broadband that are allocated by Mediacom Broadband and MCC to the Borrowers and their Subsidiaries in accordance with Section 5.04 of the Guarantee and Pledge Agreement.

8.17 Use of Proceeds.

(a) Revolving Credit Loans. The Borrowers will use the proceeds of the Revolving Credit Loans hereunder solely to (i) provide financing for the Broadband Acquisitions and Subsequent Acquisitions and to pay the fees and expenses related thereto, (ii) make Restricted Payments, (iii) pay Management Fees, (iv) make Investments permitted under Section 8.08 hereof and (v) finance capital expenditures and working capital needs of the Borrowers and their Subsidiaries and acquisitions permitted hereunder (in each case in compliance with all applicable legal and regulatory requirements); provided that (x) any borrowing of Revolving Credit Loans hereunder that would constitute a utilization of any Reserved Commitment Amount shall be applied solely to make acquisitions permitted under Section 8.05(d)(v) hereof, or to make prepayments of Loans under Section 2.10(d) hereof and (y) neither the Administrative Agent nor any Lender shall have any responsibility as to the use of any of such proceeds.

(b) Term Loans and Incremental Facility Loans. The Borrowers will use the proceeds of the Term Loans to finance the Broadband Acquisitions and to pay fees and expenses related thereto, provided that no more than $70,000,000 of the Loans may be applied to the payment of such fees and expenses and neither the Administrative Agent nor any Lender shall have any responsibility as to the use of any of such proceeds. The Borrowers will use the proceeds of the Incremental Facility Loans for general business purposes and to make Subsequent Acquisitions and neither the Administrative Agent nor any Lender shall have any responsibility as to the use of any of such proceeds.

8.18 Certain Obligations Respecting Subsidiaries; Further Assurances.

(a) Subsidiary Guarantors. In the event that any Borrower or any of its Subsidiaries shall form or acquire any Subsidiary after the date hereof (after obtaining any necessary consent of the Lenders), such Borrower shall cause, and shall cause its Subsidiaries to cause, such Subsidiary to:

(i) execute and deliver to the Administrative Agent a Subsidiary Guarantee Agreement in the form of Exhibit E hereto (and, thereby, to become a "Subsidiary Guarantor", and an "Obligor" hereunder and a "Securing Party" under the Pledge Agreement);

(ii) deliver the shares of its stock or other ownership interests accompanied by undated stock powers or other powers executed in blank to the Administrative Agent, and to take other such action, as shall be necessary to create and perfect valid and enforceable first priority Liens (subject to Liens permitted under Section 8.06 hereof) on substantially all of the Property of such new Subsidiary as collateral security for the obligations of such new Subsidiary under the Subsidiary Guarantee Agreement, and

(iii) deliver such proof of corporate action, limited liability company action or partnership action, as the case may be, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered by each Obligor pursuant to Section 6.01 hereof on the Closing Date or as the Administrative Agent shall have reasonably requested.

(b) Ownership of Subsidiaries. Each Borrower will, and will cause each of its Subsidiaries to, take such action from time to time as shall be necessary to ensure that each of its Subsidiaries is a Wholly Owned Subsidiary. In the event that any additional shares of stock or other ownership interests shall be issued by any Subsidiary of a Borrower, such Borrower agrees forthwith to deliver to the Administrative Agent pursuant to the Pledge Agreement the certificates evidencing such shares of stock or other ownership interests, accompanied by undated stock or other powers executed in blank and to take such other action as the Administrative Agent shall request to perfect the security interest created therein pursuant to the Pledge Agreement.

(c) Further Assurances. Each Borrower will, and will cause each of its Subsidiaries to, take such action from time to time (including filing appropriate Uniform Commercial Code financing statements and executing and delivering such assignments, security agreements and other instruments) as shall be requested by the Administrative Agent to create, in favor of the Administrative Agent for the benefit of the Lenders, perfected security interests and Liens in shares of stock or other ownership interests of their Subsidiaries. In addition, the Borrowers will not issue additional equity interests ("Additional Equity Interests") after the date hereof to any Person (a "New Equity Owner") other than Mediacom Broadband unless such New Equity Owner shall:

(i) pledge such Additional Equity Interests to the Administrative Agent on behalf of the Lenders pursuant to a pledge agreement in substantially the form (other than negative covenants) of the Guarantee and Pledge Agreement and otherwise in form and substance satisfactory to the Administrative Agent;

(ii) deliver to the Administrative Agent any certificates evidencing the Additional Equity Interests accompanied by undated powers executed in blank;

(iii) deliver to the Administrative Agent such proof of corporate action, limited liability company, partnership or other action, as applicable, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered by Mediacom Broadband pursuant to Section 6.01 hereof on the Closing Date or as the Administrative Agent shall have reasonably requested; and,

(iv) take other such additional action, as shall be necessary to create and perfect valid and enforceable first priority security interests in the Additional Equity Interests in favor of the Administrative Agent.

(d) Certain Restrictions. The Borrowers will not, and will not permit
any of their Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrowers or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets securing the obligations of the Borrowers or any Subsidiary under any of the Loan Documents, or in respect of any Interest Rate Protection Agreement, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or other ownership interests or to make or repay loans or advances to the Borrowers or any Subsidiary or to Guarantee Indebtedness of the Borrowers or any Subsidiary under any of the Loan Documents; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by any of the Loan Documents, (ii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iii) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement or any other Loan Document if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (iv) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof.

8.19 Modifications of Certain Documents. The Borrowers will not consent to any modification, supplement or waiver of any of the provisions of any Management Agreement (other than modifications, supplements or waivers that do not alter any of the material rights or obligations of the Borrowers thereunder, it being understood that any modification of the management fee provisions thereof that would have the effect of increasing the management fees payable pursuant thereto shall be deemed material for purposes hereof), the Broadband Acquisition Agreements (other than modifications, supplements or waivers that do not alter in any material respect the rights of the Borrowers thereunder) or any agreement, instrument or other document evidencing or relating to Affiliate Subordinated Indebtedness or Indebtedness permitted under Section 8.07(e) hereof without the prior consent of the Administrative Agent (with the approval of the Majority Lenders).

Section 9. Events of Default.

9.01 Events of Default. If one or more of the following events (herein called "Events of Default") shall occur and be continuing:

(a) The Borrowers shall default in the payment when due (whether at stated maturity or upon mandatory or optional prepayment) of any principal of or interest on any Loan or any Reimbursement Obligation, any fee or any other amount payable by them hereunder or under any other Loan Document; or

(b) Any Borrower or any Subsidiary of a Borrower shall default in the payment when due of any principal of or interest on any of its other Indebtedness aggregating $10,000,000 or more; or any event specified in any note, agreement, indenture or other document evidencing or relating to any such Indebtedness shall occur if the effect of such event is to cause, or (without the lapse of time or the taking of any action, other than the giving of notice) to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such Indebtedness to become due, or to be prepaid in full (whether by redemption, purchase, offer to purchase or otherwise), prior to its stated maturity; or any Borrower shall default in the payment when due of any amount aggregating $10,000,000 or more under any Interest Rate Protection Agreement; or any event specified in any Interest Rate Protection Agreement shall occur if the effect of such event is to cause, or (with the giving of any notice or the lapse of time or both) to permit, termination or liquidation payment or payments aggregating $5,000,000 or more to become due; or

(c) Any representation, warranty or certification made or deemed made herein or in any other Loan Document (or in any modification or supplement hereto or thereto) by any Obligor, or any certificate furnished to any Lender or the Administrative Agent pursuant to the provisions hereof or thereof, shall prove to have been false or misleading as of the time made or furnished in any material respect; or

(d) Any Borrower shall default in the performance of any of its obligations under any of Sections 8.01(g), 8.05, 8.06, 8.07, 8.08, 8.09, 8.10, 8.11, 8.12, 8.14, 8.16, 8.18 or 8.19 hereof; or any Borrower shall default in the performance of any of its other obligations in this Agreement or any Obligor shall default in the performance of its obligations under any other Loan Document to which it is a party, and such default shall continue unremedied for a period of thirty or more days after notice thereof to the Borrowers by the Administrative Agent or any Lender (through the Administrative Agent); or

(e) Any Obligor shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or

(f) Any Obligor shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its Property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code, (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or (vi) take any corporate action for the purpose of effecting any of the foregoing; or

(g) A proceeding or case shall be commenced, without the application or consent of any Obligor, in any court of competent jurisdiction, seeking (i) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of such Obligor or of all or any substantial part of its Property or (iii) similar relief in respect of such Obligor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 or more days; or an order for relief against such Obligor shall be entered in an involuntary case under the Bankruptcy Code; or

(h) Any Borrower shall be terminated, dissolved or liquidated (as a matter of law or otherwise), or proceedings shall be commenced by a Borrower seeking the termination, dissolution or liquidation of a Borrower, or proceedings shall be commenced by any Person (other than the Borrowers) seeking the termination, dissolution or liquidation of a Borrower and such proceeding shall continue undismissed for a period of 60 or more days; or

(i) A final judgment or judgments for the payment of money of $10,000,000 or more in the aggregate (exclusive of judgment amounts fully covered by insurance where the insurer has admitted liability in respect of such judgment) or of $20,000,000 or more in the aggregate (regardless of insurance coverage) shall be rendered by one or more courts, administrative tribunals or other bodies having jurisdiction against the Borrowers or any of their Subsidiaries and the same shall not be discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within 30 days from the date of entry thereof and the relevant Borrower or Subsidiary shall not,

within said period of 30 days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal; or

(j) An event or condition specified in Section 8.01(e) hereof shall occur or exist with respect to any Plan or Multiemployer Plan and, as a result of such event or condition, together with all other such events or conditions, the Borrowers or any ERISA Affiliate shall incur or in the opinion of the Majority Lenders shall be reasonably likely to incur a liability to a Plan, a Multiemployer Plan or the PBGC (or any combination of the foregoing) that, in the determination of the Majority Lenders, would (either individually or in the aggregate) have a Material Adverse Effect; or

(k) A reasonable basis shall exist for the assertion against any Borrower or any of its Subsidiaries, or any predecessor in interest of any Borrower or any of its Subsidiaries or Affiliates, of (or there shall have been asserted against any Borrower or any of its Subsidiaries) an Environmental Claim that, in the judgment of the Majority Lenders is reasonably likely to be determined adversely to such Borrower or any of its Subsidiaries, and the amount thereof (either individually or in the aggregate) is reasonably likely to have a Material Adverse Effect (insofar as such amount is payable by such Borrower or any of its Subsidiaries but after deducting any portion thereof that is reasonably expected to be paid by other creditworthy Persons jointly and severally liable therefor); or

(l) Any one or more of the following events shall occur and be continuing:

(i) MCC, MLLC or Mediacom Broadband shall cease to act as Manager of the Borrowers;

(ii) Mediacom Broadband shall cease to own 50.1% of the aggregate voting power of the ownership interests in each Borrower, provided that nothing in this paragraph shall affect the obligation of the Borrowers pursuant to Section 8.18(c) hereof, or of Mediacom Broadband pursuant to Section 6.04 of the Guarantee and Pledge Agreement, to ensure that Administrative Agent shall maintain on behalf of the Lenders at all times a pledge of 100% of the equity interests in the Borrowers;

(iii) MCC shall cease to own 50.1% of the aggregate voting power of the ownership interests in Mediacom Broadband (or, in the event that MLLC is the Manager of the Borrowers, MCC shall cease to own 50.1% of the aggregate voting power of the ownership interests in MLLC);

(iv) any person or group (within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Section 13(d) and 14(d) of the Exchange Act) becomes, directly or indirectly, at any time in a single transaction or in a related series of transactions by way of merger, consolidation or other business combination or otherwise, the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of an amount of aggregate voting power of the capital stock of MCC on a fully-diluted basis (in other words, giving effect to the exercise of any warrants, options and conversion and other rights) that equals or exceeds the greater of (A) 35% and (B) the amount of aggregate voting power of the capital stock of MCC on a fully-diluted basis owned by the Commisso Entities at such time; or

(v) during any period of two consecutive calendar years, directors who at the beginning of such period (together with any new directors whose election by MCC's Board of Directors or whose nomination for election by MCC's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the directors then in office; or

(m) Except for Franchises that cover fewer than 10% of the Subscribers of the Borrowers and their Subsidiaries (determined as at the last day of the most recent fiscal quarter for which a Quarterly Officers' Report shall have been delivered) one or more Franchises relating to the CATV Systems of the Borrowers and their Subsidiaries shall be terminated or revoked such that the respective Borrower or Subsidiary is no longer able to operate such Franchises and retain the revenue received therefrom or the respective Borrower or Subsidiary or the grantors of such Franchises shall fail to renew such Franchises at the stated expiration thereof such that the respective Borrower or Subsidiary is no longer able to operate such Franchises and retain the revenue received therefrom; or

(n) The Liens created by the Security Documents shall at any time not constitute a valid and perfected Lien on the collateral intended to be covered thereby (to the extent perfection by control, filing, registration, recordation or possession is required herein or therein) in favor of the Administrative Agent, free and clear of all other Liens (other than Liens permitted under Section 8.06 hereof or under the respective Security Documents), or, except for expiration in accordance with its terms, any of the Security Documents shall for whatever reason be terminated or cease to be in full force and effect, or the enforceability thereof shall be contested by any Obligor; or

(o) Any Operating Agreement shall be modified without the prior consent of the Administrative Agent (with the approval of the Majority Lenders) in any manner that

would adversely affect the obligations of the Borrowers, or the rights of the Lenders or the Administrative Agent, hereunder or under any of the other Loan Documents;

THEREUPON: (1) in the case of an Event of Default other than one referred to in clause (f) or (g) of this Section 9.01 with respect to any Borrower, the Administrative Agent shall, if instructed by the Majority Lenders, by notice to the Borrowers, terminate the Commitments and/or declare the principal amount then outstanding of, and the accrued interest on, the Loans, the Reimbursement Obligations and all other amounts payable by the Borrowers hereunder (including, without limitation, any amounts payable under Section 5.05 or 5.06 hereof) to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Borrowers; and (2) in the case of the occurrence of an Event of Default referred to in clause (f) or (g) of this Section 9.01 with respect to any Borrower, the Commitments shall automatically be terminated and the principal amount then outstanding of, and the accrued interest on, the Loans, Reimbursement Obligations and all other amounts payable by the Borrowers hereunder (including, without limitation, any amounts payable under Section 5.05 or 5.06 hereof) shall automatically become immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Borrowers.

In addition, upon the occurrence and during the continuance of any Event of Default (if the Administrative Agent has declared the principal amount then outstanding of, and accrued interest on, the Revolving Credit Loans and all other amounts payable by the Borrowers hereunder to be due and payable), the Borrowers agree that they shall, if requested by the Administrative Agent or the Majority Revolving Credit Lenders through the Administrative Agent (and, in the case of any Event of Default referred to in clause (f) or (g) of this Section 9.01 with respect to the Borrowers, forthwith, without any demand or the taking of any other action by the Administrative Agent or such Lenders) provide cover for the Letter of Credit Liabilities by paying to the Administrative Agent immediately available funds in an amount equal to the then aggregate undrawn face amount of all Letters of Credit, which funds shall be held by the Administrative Agent in the Collateral Account as collateral security in the first instance for the Letter of Credit Liabilities and be subject to withdrawal only as therein provided.

9.02 Certain Cure Rights.

(a) Total Leverage Ratio. Notwithstanding the provisions of Section 9.01 hereof, but without limiting the obligations of the Borrowers under Section 8.10(a) hereof, a breach by the Borrowers as of the last day of any fiscal quarter or any fiscal year of its obligations under said Section 8.10(a) shall not constitute an Event of Default hereunder (except for purposes of Section 6 hereof) until the date (for purposes of this clause (a), the "Cut-Off Date") which is the earlier of the date thirty days after (a) the date the financial statements for the Borrowers and

their Subsidiaries with respect to such fiscal quarter or fiscal year, as the case may be, are delivered pursuant to Section 8.01(a) or 8.01(b) hereof or (b) the latest date on which such financial statements are required to be delivered pursuant to said Section 8.01(a) or 8.01(b), provided that, if following the last day of such fiscal quarter or fiscal year and prior to the Cut-Off Date, the Borrowers shall have received Cure Monies (and shall have applied the proceeds thereof to the prepayment of the Loans hereunder, which prepayment, in the case of Affiliate Subordinated Indebtedness, shall be effected in the manner provided in Section 8.14(a) hereof), or shall have prepaid the Loans hereunder from available cash, in an amount sufficient to bring the Borrowers into compliance with said Section 8.10(a) assuming that the Total Leverage Ratio, as of the last day of such fiscal quarter or fiscal year, as the case may be, were recalculated to subtract such prepayment from the aggregate outstanding amount of Indebtedness, then such breach or breaches shall be deemed to have been cured; provided, further, that breaches of Section 8.10 hereof (including pursuant to paragraph (b) below) may not be deemed to be cured pursuant to this Section 9.02 (x) more than three times during the term of this Agreement or (y) during consecutive fiscal quarters.

(b) Interest Coverage Ratio; Debt Service Coverage Ratio. Notwithstanding the provisions of Section 9.01 hereof, but without limiting the obligations of the Borrowers under Section 8.10(b) or 8.10(c) hereof, a breach by the Borrowers as of the last day of any fiscal quarter or any fiscal year of its obligations under said Section 8.10(b) or 8.10(c) shall not constitute an Event of Default hereunder (except for purposes of Section 6 hereof) until the date (for purposes of this clause (b), the "Cut-Off Date") which is the earlier of the date thirty days after (a) the date the financial statements for the Borrowers and their Subsidiaries with respect to such fiscal quarter or fiscal year, as the case may be, are delivered pursuant to Section 8.01(a) or 8.01(b) hereof or (b) the latest date on which such financial statements are required to be delivered pursuant to said Section 8.01(a) or 8.01(b), provided that, if following the last day of such fiscal quarter or fiscal year and prior to the Cut-Off Date, the Borrowers shall have received Cure Monies (and shall have applied the proceeds thereof to the prepayment of the Loans hereunder, which prepayment, in the case of Affiliate Subordinated Indebtedness, shall be effected in the manner provided in Section 8.14(a) hereof), or shall have prepaid the Loans hereunder from available cash, in an amount sufficient to bring the Borrowers into compliance with said Section 8.10(b) or 8.10(c) assuming that the Interest Coverage Ratio and the Debt Service Coverage Ratio (as the case may be), as of the last day of such fiscal quarter or fiscal year, as the case may be, were recalculated to deduct from Interest Expense the aggregate amount of interest that would not have been required to be paid hereunder if such prepayment had been made on the first day of the period for which the Interest Coverage Ratio and the Debt Service Coverage Ratio is determined under said Section 8.10(b) or 8.10(c), then such breach or breaches shall be deemed to have been cured; provided, further, that breaches of Section 8.10 hereof (including pursuant to paragraph (a) above) may not be deemed to be cured pursuant to this Section 9.02 (x) more than three times during the term of this Agreement or (y) during consecutive fiscal quarters.

Section 10. The Administrative Agent.

10.01 Appointment, Powers and Immunities. Each Lender hereby appoints and authorizes the Administrative Agent to act as its agent hereunder and under the other Loan Documents with such powers as are specifically delegated to the Administrative Agent by the terms of this Agreement and under the other Loan Documents, together with such other powers as are reasonably incidental thereto. The Administrative Agent (which term as used in this sentence and in Section 10.05 and the first sentence of Section 10.06 hereof shall include reference to its affiliates and its own and its affiliates' officers, directors, employees and agents):

(a) shall have no duties or responsibilities except those expressly set forth in this Agreement and in the other Loan Documents, and shall not by reason of this Agreement or any other Loan Document be a trustee for any Lender;

(b) shall not be responsible to the Lenders for any recitals, statements, representations or warranties contained in this Agreement or in any other Loan Document, or in any certificate or other document referred to or provided for in, or received by any of them under, this Agreement or any other Loan Document, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other document referred to or provided for herein or therein or for any failure by the Borrowers or any other Person to perform any of its obligations hereunder or thereunder;

(c) shall not, except to the extent expressly instructed by the Majority Lenders with respect to the collateral security under the Security Documents, be required to initiate or conduct any litigation or collection proceedings hereunder or under any other Loan Document; and

(d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct.

The Administrative Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

10.02 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon any certification, notice or other communication (including, without limitation, any thereof by telephone, telecopy, telegram or cable) reasonably believed by it to be

genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the Administrative Agent. As to any matters not expressly provided for by this Agreement or any other Loan Document, the Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder or thereunder in accordance with instructions given by the Majority Lenders or, if provided herein, in accordance with the instructions given by the Majority Lenders of a particular Class or all of the Lenders as is required in such circumstance, and such instructions of such Lenders and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders.

10.03 Defaults. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of a Default unless the Administrative Agent has received notice from a Lender or the Borrowers specifying such Default and stating that such notice is a "Notice of Default". In the event that the Administrative Agent receives such a notice of the occurrence of a Default, the Administrative Agent shall give prompt notice thereof to the Lenders. The Administrative Agent shall (subject to Section 10.07 hereof) take such action with respect to such Default as shall be directed by the Majority Lenders or, if provided herein, the Majority Lenders of a particular Class, provided that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interest of the Lenders except to the extent that this Agreement expressly requires that such action be taken, or not be taken, only with the consent or upon the authorization of the Majority Lenders of a particular Class or all of the Lenders.

10.04 Rights as a Lender. With respect to its Commitments and the Loans made by it, Chase (and any successor acting as Administrative Agent) in its capacity as a Lender hereunder shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not acting as the Administrative Agent, and the term "Lender" or "Lenders" shall, unless the context otherwise indicates, include the Administrative Agent in its individual capacity. Chase (and any successor acting as Administrative Agent) and its affiliates may (without having to account therefor to any Lender) accept deposits from, lend money to, make investments in and generally engage in any kind of banking, trust or other business with the Borrowers (and any of their Subsidiaries or Affiliates) as if it were not acting as the Administrative Agent, and Chase (and any such successor) and its affiliates may accept fees and other consideration from the Borrowers for services in connection with this Agreement or otherwise without having to account for the same to the Lenders.

10.05 Indemnification. The Lenders agree to indemnify the Administrative Agent (to the extent not reimbursed under Section 11.03 hereof, but without limiting the obligations of the Borrowers under said Section 11.03) ratably in accordance with the aggregate principal amount of the Loans and Letter of Credit Liabilities held by the Lenders (or, if no

Loans or Letter of Credit Liabilities are at the time outstanding, ratably in accordance with their respective Commitments), for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever that may be imposed on, incurred by or asserted against the Administrative Agent (including by any Lender) arising out of or by reason of any investigation in or in any way relating to or arising out of this Agreement or any other Loan Document, any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (including, without limitation, the costs and expenses that the Borrowers are obligated to pay under Section 11.03 hereof, but excluding, unless a Default has occurred and is continuing, normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or of any such other documents, provided that no Lender shall be liable for any of the
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foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified.

10.06 Non-Reliance on Administrative Agent and Other Lenders. Each
---------- Lender agrees that it has, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrowers and their Subsidiaries and decision to enter into this Agreement and that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or under any other Loan Document. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Borrowers of this Agreement or any of the other Loan Documents or any other document referred to or provided for herein or therein or to inspect the Properties or books of the Borrowers or any of their Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by the Administrative Agent hereunder or under the Security Documents, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrowers or any of their Subsidiaries (or any of their affiliates) that may come into the possession of the Administrative Agent or any of its affiliates.

10.07 Failure to Act. Except for action expressly required of the
---------- Administrative Agent hereunder and under the other Loan Documents, the Administrative Agent shall in all cases be fully justified in failing or refusing to act hereunder or thereunder unless it shall receive further assurances to its satisfaction from the Lenders of their indemnification obligations under Section 10.05 hereof against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action.

10.08 Resignation or Removal of Administrative Agent. Subject to the
---------- appointment and acceptance of a successor Administrative Agent as provided below, the

Administrative Agent may resign at any time by giving five days prior notice thereof to the Lenders and the Borrowers, and the Administrative Agent may be removed at any time with or without cause by the Majority Lenders. Upon any such resignation or removal, the Majority Lenders shall have the right, in consultation with the Borrowers, to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Majority Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders, in consultation with the Borrowers, appoint a successor Administrative Agent, that shall be a bank that has an office in New York, New York with a combined capital and surplus of at least $500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Section 10 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent.

10.09 Consents under Other Loan Documents. Except as otherwise
provided in Section 11.04 hereof with respect to this Agreement, the Administrative Agent may, with the prior consent of the Majority Lenders (but not otherwise), consent to any modification, supplement or waiver under any of the Loan Documents, provided that, without the prior consent of each Lender, the Administrative Agent shall not (except as provided herein or in the Security Documents) release Mediacom Broadband from its guarantee obligations under the Guarantee and Pledge Agreement or release all or substantially all of the Subsidiary Guarantors from their obligations under the Security Documents, or release all or substantially all of the collateral or otherwise terminate all or substantially all of the Liens under the Security Documents (taken as a whole), or agree to additional obligations being secured by all or substantially all such collateral security (unless such additional obligations arise under this Agreement, or the Lien for such additional obligations shall be junior to the Lien in favor of the other obligations secured by such Security Document, in either of which events the Administrative Agent may consent to such Lien, provided that it obtains the consent of the Majority Lenders thereto), alter the relative priorities of the obligations entitled to the benefits of all or substantially all of the Liens under the Security Documents, except that no such consent shall be required, and the Administrative Agent is hereby authorized, to release any Lien covering Property (and to release any Subsidiary Guarantor) that is the subject of either a disposition of Property permitted hereunder or a Disposition to which the Majority Lenders have consented.

Section 11. Miscellaneous.

11.01 Waiver. No failure on the part of the Administrative Agent or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Each Borrower irrevocably waives, to the fullest extent permitted by applicable law, any claim that any action or proceeding commenced by the Administrative Agent or any Lender relating in any way to this Agreement should be dismissed or stayed by reason, or pending the resolution, of any action or proceeding commenced by a Borrower relating in any way to this Agreement whether or not commenced earlier. To the fullest extent permitted by applicable law, the Borrowers shall take all measures necessary for any such action or proceeding commenced by the Administrative Agent or any Lender to proceed to judgment prior to the entry of judgment in any such action or proceeding commenced by a Borrower.

11.02 Notices. All notices, requests and other communications provided for herein and under the Security Documents (including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement) shall be given or made in writing (including, without limitation, by telecopy) delivered to the intended recipient at (i) in the case of the Borrowers and the Administrative Agent, the "Address for Notices" specified below its name on the signature pages hereof and (ii) in the case of each of the Lenders, the address (or telecopy number) set forth in its Administrative Questionnaire; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Notwithstanding the foregoing, notices of borrowing, prepayment and Conversion of Loans pursuant to Section 4.05 hereof may be made by telephone, so long as the same are promptly confirmed in writing. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

11.03 Expenses, Etc. The Borrowers jointly and severally agree to pay or reimburse each of the Lenders and the Administrative Agent for: (a) all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, without limitation, the reasonable fees and expenses of Milbank, Tweed, Hadley & McCloy LLP, special New York counsel to Chase) in connection with (i) the negotiation, preparation, execution and delivery of this Agreement and the other Loan Documents and the extension of credit hereunder and (ii) the negotiation or preparation of any modification, supplement or waiver of any of the terms of this Agreement or any of the other Loan Documents (whether or not consummated); (b) all

reasonable out-of-pocket costs and expenses of the Lenders and the Administrative Agent (including, without limitation, the reasonable fees and expenses of legal counsel) in connection with (i) any Default and any enforcement or collection proceedings resulting therefrom, including, without limitation, all manner of participation in or other involvement with (x) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, (y) judicial or regulatory proceedings and (z) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (ii) the enforcement of this Section 11.03; and (c) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or any of the other Loan Documents or any other document referred to herein or therein and all costs, expenses, taxes, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated by any Security Document or any other document referred to therein.

The Borrowers hereby jointly and severally agree to indemnify the Administrative Agent, each Lender, each of their affiliates and their respective directors, officers, employees, trustees, investment advisors, attorneys and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses incurred by any of them (including, without limitation, any and all losses, liabilities, claims, damages or expenses incurred by the Administrative Agent to any Lender, whether or not the Administrative Agent or any Lender is a party thereto) arising out of or by reason of any investigation or litigation or other proceedings (including any threatened investigation or litigation or other proceedings) relating to the extensions of credit hereunder or any actual or proposed use by the Borrowers or any of their Subsidiaries of the proceeds of any of the extensions of credit hereunder, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings (but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified).

11.04 Amendments, Etc. Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be modified or supplemented only by an instrument in writing signed by the Borrowers and the Majority Lenders, or by the Borrowers and the Administrative Agent acting with the consent of the Majority Lenders, and any provision of this Agreement may be waived by the Majority Lenders or by the Administrative Agent acting with the consent of the Majority Lenders; provided that:

(a) no modification, supplement or waiver shall:

(i) increase the Commitment of any Lender without the written consent of such Lender;

(ii) reduce the principal amount of any Loan or Reimbursement Obligation or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby;

(iii) postpone the scheduled date of payment of the principal amount of any Loan or Reimbursement Obligation, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration or reduction of any Commitment, or postpone the ultimate expiration date of any Letter of Credit beyond the Revolving Credit Commitment Termination Date, without the written consent of each Lender affected thereby;

(iv) change Section 4.02 or 4.07 in a manner that would alter the pro rata sharing of payments required thereby, without in each case the written consent of each Lender;

(v) alter the manner in which payments or prepayments of principal, interest or other amounts hereunder shall be applied between or among the Lenders or Classes of Loans without the written consent of the Majority Lenders of each Class affected thereby, or alter in any other manner the obligation of the Borrowers to prepay Loans hereunder without the consent of the Majority Lenders of each Class affected thereby;

(vi) change any of the provisions of this Section 11.04 or the percentage in the definition of "Majority Lenders", or modify in any other manner the number or percentage of the Lenders required to make any determinations or waive any rights hereunder or to modify any provision hereof, without the written consent of each Lender; or

(vii) waive any of the conditions precedent set forth in Section 6 applicable to the initial extension of credit hereunder, without the written consent of each Lender; and

(b) any modification or supplement of Section 10 hereof, or of any of the rights or duties of the Administrative Agent hereunder, shall require the consent of the Administrative Agent.

Anything in this Agreement to the contrary notwithstanding, no waiver or modification of any provision of this Agreement that has the effect (either immediately or at some later time) of enabling the Borrowers to satisfy a condition precedent to the making of a

Loan of any Class shall be effective against the Lenders of such Class for the purposes of the Commitments of such Class unless the Majority Lenders of such Class shall have concurred with such waiver or modification, and no waiver or modification of any provision of this Agreement or any other Loan Document that could reasonably be expected to adversely affect the Lenders of any Class shall be effective against the Lenders of such Class unless the Majority Lenders of such Class shall have concurred with such waiver or modification.

11.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.06 Assignments and Participations.

(a) Assignments by the Borrowers. None of the Borrowers may assign any of its rights or obligations hereunder without the prior consent of all of the Lenders and the Administrative Agent.

(b) Assignments by the Lenders. Each Lender may assign any of its Loans, its Commitments and, if such Lender is a Revolving Credit Lender, its Letter of Credit Interest (but only with the consent of, in the case of its outstanding Commitments, the Borrowers and the Administrative Agent and, in the case of the Revolving Credit Commitment or a Letter of Credit Interest, the Issuing Lender, which consents shall not be unreasonably withheld or delayed); provided that

(i) no such consent by the Borrowers or the Administrative Agent shall be required in the case of any assignment to another Lender or any Lender Affiliate, and no such consent by the Borrower shall be required if an Event of Default under 9.01(a), 9.01(f) or 9.01(g) has occurred and is continuing;

(ii) except to the extent the Borrowers and the Administrative Agent shall otherwise consent, any such partial assignment (other than to another Lender or a Lender Affiliate) shall be in an amount at least equal to $5,000,000 (in the case of the Revolving Credit Commitments and the Tranche A Term Loan Commitments) or $1,000,000 (in the case of the Tranche B Term Loan Commitments or Incremental Facility Commitments of any Series);

(iii) so long as no Event of Default under 9.01(a), 9.01(f) or 9.01(g) has occurred and is continuing, no such assignment shall be made other than to an Eligible Assignee;

(iv) each such assignment by a Lender of its Revolving Credit Loans or Revolving Credit Commitment or Letter of Credit Interest shall be made in such manner

so that the same portion of its Revolving Credit Loans, Revolving Credit Commitment and Letter of Credit Interest is assigned to the respective assignee;

(v) each such assignment by a Lender of its Term Loans or Incremental Facility Loans of any Class or Term Loan Commitment or Incremental Facility Commitment of any Class shall be made in such manner so that the same portion of its Term Loans and Incremental Facility Loans of such Class and Term Loan Commitment and Incremental Facility Commitment of such Class is assigned to the respective assignee; and

(vi) each such assignment by a Lender of its Incremental Facility Loans of any Series shall be made in such manner so that the same portion of its Incremental Facility Loans and Incremental Facility Commitment of such Series is assigned to the respective assignee.

Upon execution and delivery by the assignor and the assignee to the Borrowers, the Administrative Agent and the Issuing Lender of such Assignment and Acceptance, and upon consent thereto by the Borrowers, the Administrative Agent and the Issuing Lender to the extent required above, the assignee shall have, to the extent of such assignment (unless otherwise consented to by the Borrowers, the Administrative Agent and the Issuing Lender), the obligations, rights and benefits of a Lender hereunder holding the Commitment(s), Loans and, if applicable, Letter of Credit Interest (or portions thereof) assigned to it and specified in such Assignment and Acceptance (in addition to the Commitment(s), Loans and Letter of Credit Interest, if any, theretofore held by such assignee) and the assigning Lender shall, to the extent of such assignment, be released from the Commitment(s) (or portion(s) thereof) so assigned. Upon each such assignment the assigning Lender shall pay the Administrative Agent an assignment fee of $3,500; provided, however, that no such fee shall be payable in the case
of an assignment to another Lender or a Lender Affiliate; and provided further that, in the case of contemporaneous assignments by a Lender to more than one fund managed by the same investment advisor (which funds are not then Lenders hereunder), only a single such fee shall be payable for all such contemporaneous assignments.

(c) Participations. A Lender may sell or agree to sell to one or more other Persons (each a "Participant") a participation in all or any part of any Loans or Letter of Credit Interest held by it, or in its Commitments, provided that (i) such Participant shall not have any rights or obligations under this Agreement or any other Loan Document (the Participant's rights against such Lender in respect of such participation to be those set forth in the agreements executed by such Lender in favor of the Participant) and (ii) such Lender shall promptly notify the Borrowers of the sale of such participation. All amounts payable by the Borrowers to any Lender under Section 5 hereof in respect of Loans and Letter of Credit Interests held by it, and its Commitments, shall be determined as if such Lender had not sold or agreed to sell any participations in such Loans, Letter of Credit Interest and Commitments, and as if such Lender

were funding each of such Loan, Letter of Credit Interest and Commitments in the same way that it is funding the portion of such Loan, Letter of Credit Interest and Commitments in which no participations have been sold. In no event shall a Lender that sells a participation agree with the Participant to take or refrain from taking any action hereunder or under any other Loan Document except that such Lender may agree with the Participant that it will not, without the consent of the Participant, agree to (i) increase or extend the term of such Lender's related Commitment or extend the amount or date of any scheduled reduction of such Commitment pursuant to Section 2.04 hereof, (ii) extend the date fixed for the payment of principal of or interest on the related Loan or Loans, Reimbursement Obligations or any portion of any fee hereunder payable to the Participant, (iii) reduce the amount of any such payment of principal, (iv) reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Participant, to a level below the rate at which the Participant is entitled to receive such interest or fee or (v) consent to any modification, supplement or waiver hereof or of any of the other Loan Documents to the extent that the same, under Section 10.09 or Section 11.04 hereof, requires the consent of each Lender.

(d) Certain Pledges. In addition to the assignments and participations
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permitted under the foregoing provisions of this Section 11.06, any Lender may (without notice to the Borrowers, the Administrative Agent or any other Lender and without payment of any fee) assign and pledge all or any portion of its Loans to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Lender. Any Lender that is a fund that invests in bank loans may (without the consent of the Borrowers or the Administrative Agent) pledge all or any portion of its rights in connection with this Agreement to the trustee for holders of obligations owed, or securities issued, by such fund as security for such obligations or such securities, provided that (i) any foreclosure or other exercise of remedies
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by such trustee shall be subject to the provisions of this Section 11.06 in all respects and (ii) the amounts payable by the Borrowers to any Lender under Section 5 hereof that has pledged any of such rights to any such trustee shall continue for all purposes to be determined as if such Lender had not pledged any such rights. No assignment or pledge described in this paragraph shall release the assigning Lender from its obligations hereunder.

(e) Provision of Information to Assignees and Participants. A Lender
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may furnish any information concerning the Borrowers or any of their Subsidiaries in the possession of such Lender from time to time to assignees and participants (including prospective assignees and participants), subject, however, to the provisions of Section 11.12(b) hereof.

(f) No Assignments to the Borrowers or Affiliates. Anything in this
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Section 11.06 to the contrary notwithstanding, no Lender may assign or participate any interest in any Loan or Reimbursement Obligation held by it hereunder to the Borrowers or any of their Affiliates or Subsidiaries without the prior consent of each Lender.

(g) Maintenance of Register by the Administrative Agent. The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(h) Effectiveness of Assignments. Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) above, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(i) Assignments to SPC's. Notwithstanding anything to the contrary contained herein, any lender (a "Granting Lender") may grant to a special purpose funding vehicle (a "SPC"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrowers, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrowers pursuant to this Agreement (in which event such SPC shall, together with such Granting Lender, constitute a "Lender" hereunder); provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan, (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper, or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof in respect of claims arising out of this Agreement. In addition, notwithstanding anything to the contrary contained in this

Section 11.06(i), any SPC may (i) with notice to, but without the prior written consent of, the Borrowers and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrowers and Administrative Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

11.07 Survival. The obligations of the Borrowers under Sections 5.01, 5.05, 5.06, 5.07 and 11.03 hereof, and the obligations of the Lenders under Section 10.05 hereof, shall survive the repayment of the Loans and Reimbursement Obligations and the termination of the Commitments and, in the case of any Lender that may assign any interest in its Commitments, Loans or Letter of Credit Interest hereunder, shall survive the making of such assignment, notwithstanding that such assigning Lender may cease to be a "Lender" hereunder. In addition, each representation and warranty made, or deemed to be made by a notice of any extension of credit (whether by means of a Loan or a Letter of Credit), herein or pursuant hereto shall survive the making of such representation and warranty, and no Lender shall be deemed to have waived, by reason of making any extension of credit hereunder (whether by means of a Loan or a Letter of Credit), any Default that may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that such Lender or the Administrative Agent may have had notice or knowledge or reason to believe that such representation or warranty was false or misleading at the time such extension of credit was made.

11.08 Captions. The table of contents and captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

11.09 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

11.10 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. Each Borrower hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of the Supreme Court of the State of New York sitting in New York County (including its Appellate Division), and of any other appellate court in the State of New York, for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Borrower hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have

to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

11.11 Waiver of Jury Trial. EACH OF THE BORROWERS, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.12 Treatment of Certain Information; Confidentiality.

(a) Disclosure to Certain Affiliates. The Borrowers acknowledge that from time to time financial advisory, investment banking and other services may be offered or provided to the Borrowers or one or more of their Subsidiaries (in connection with this Agreement or otherwise) by any Lender or by one or more subsidiaries or affiliates of such Lender and the Borrowers hereby authorize each Lender to share any information delivered to such Lender by the Borrowers and their Subsidiaries pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such subsidiary or affiliate, it being understood that any such subsidiary or affiliate receiving such information shall be bound by the provisions of paragraph (b) below as if it were a Lender hereunder. Such authorization shall survive the repayment of the Loans and Reimbursement Obligations and the termination of the Commitments.

(b) Confidentiality Generally. Each Lender and the Administrative Agent agrees (on behalf of itself and each of its affiliates, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with their customary procedures for handling confidential information of the same nature and in accordance with safe and sound banking practices (or, if such Lender is not a bank, in accordance with safe and sound lending practices), any non-public information supplied to it by any Obligor pursuant to this Agreement or any other Loan Document that is identified by the Borrowers as being confidential at the time the same is delivered to the Lenders or the Administrative Agent, provided that nothing herein shall limit the disclosure of any such information (i) after such information shall have become public (other than through a violation of this Section 11.12), (ii) to the extent required by statute, rule, regulation or judicial process, (iii) to counsel for any of the Lenders or the Administrative Agent, (iv) to bank examiners (or any other regulatory authority, or quasi-regulatory body, including the National Association of Insurance Commissioners (NAIC), having jurisdiction over any Lender or the Administrative Agent), or to auditors or accountants, (v) to the Administrative Agent or any other Lender (or to Chase Securities Inc.), (vi) in connection with any litigation to which any one or more of the Lenders or the Administrative Agent is a party, or in connection with the enforcement of rights or remedies hereunder or under any other Loan

Document, (vii) to a subsidiary or affiliate of such Lender as provided in paragraph (a) above, (viii) to any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrowers and their obligations or (ix) to any assignee or participant (or prospective assignee or participant) so long as such assignee or participant (or prospective assignee or participant) first executes and delivers to the respective Lender a Confidentiality Agreement substantially in the form of Exhibit I hereto (or executes and delivers to such Lender an acknowledgement to the effect that it is bound by the provisions of this Section 11.12(b), which acknowledgement may be included as part of the respective assignment or participation agreement pursuant to which such assignee or participant acquires an interest in the Loans or Letter of Credit Interest hereunder); provided, further, that obligations of
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any assignee that has executed a Confidentiality Agreement in the form of Exhibit I hereto shall be superseded by this Section 11.12 upon the date upon which such assignee becomes a Lender hereunder pursuant to Section 11.06(b) hereof.

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

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

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

By: /s/ Mark E. Stephan

Name: Mark E. Stephan
Title: Chief Financial Officer

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

Attention: Rocco B. Commisso

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

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: /s/ Robert Anastasio

Name: Robert Anastasio
Title: Vice President

Address for Notices to
Chase as Administrative Agent:

The Chase Manhattan Bank
Agent Bank Services
1 Chase Manhattan Plaza
New York, New York 10081

Telecopier No.: (212) 552-5700

Telephone No.: (212) 552-7440

Revolving Credit Commitment

$48,666,666.67

Tranche A Term Loan Commitment

$24,333,333.33

Tranrche B-1 Term Loan Commitment

$82,541,666.66

Tranrche B-2 Term Loan Commitment

$35,375,000.00

THE CHASE MANHATTAN BANK

By: /s/ Constance M. Coleman

Name: Constance M. Coleman
Title: Vice President

Schedule VII

Revolving Credit Commitment

$48,666,666.67

CITIBANK, N.A.

Tranche A Term Loan Commitment

$24,333,333.33

By: /s/ Robert H. Chen

Name: Robert H. Chen
Title: Vice President

Tranche B-1 Term Loan Commitment

$73,966,666.67

Tranche B-2 Term Loan Commitment

$31,700,000.00

Schedule VII

Revolving Credit Commitment

$48,666,666.67

Tranche A Term Loan Commitment

$24,333,333.33

Tranche B-1 Term Loan Commitment

$80,966,666.67

Tranche B-2 Term Loan Commitment

$34,700,000.00

CREDIT SUISSE FIRST BOSTON

By: /s/ David L. Sawyer

Name: David L. Sawyer
Title: Vice President

By: /s/ Jay Chall

Name: Jay Chall
Title: Director

Schedule VII

Revolving Credit Commitment

$40,000,000.00

THE BANK OF NOVA SCOTIA

Tranche A Term Loan Commitment

$20,000,000.00

By: /s/ Brenda S. Insull

Name: Brenda S. Insull
Title: Authorized Signatory

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment

$

Schedule VII

Revolving Credit Commitment

$40,000,000.00

Tranche A Term Loan Commitment

$20,000,000.00

Tranche B-1 Term Loan Commitment

$ 7,000,000.00

Tranche B-2 Term Loan Commitment

$ 3,000,000.00

SOCIETE GENERALE -
NEW YORK BRANCH

By: /s/ Mark Vigil

Name: Mark Vigil
Title: Director

Schedule VII

Revolving Credit Commitment	BANK OF AMERICA, N.A.
$40,000,000.00	
Tranche A Term Loan Commitment	By: /s/ Todd Shipley
$20,000,000.00	Name: Todd Shipley
	Title: Managing Director
Tranche B-1 Term Loan Commitment	
$	
Tranche B-2 Term Loan Commitment	
$	

Schedule VII

Revolving Credit Commitment

$40,000,000.00

Tranche A Term Loan Commitment

$20,000,000.00

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment

$

BANK OF MONTREAL

By: /s/ W. T. Calder

Name: W. T. Calder
Title: Managing Director

Schedule VII

Revolving Credit Commitment	THE BANK OF NEW YORK
$40,000,000.00	
Tranche A Term Loan Commitment	By: /s/ James W. Whitaker
$20,000,000.00	Name: James W. Whitaker
	Title: Senior Vice President
Tranche B-1 Term Loan Commitment	
$ 3,500,000.00	
Tranche B-2 Term Loan Commitment	
$ 1,500,000.00	

Schedule VII

Revolving Credit Commitment	BANKERS TRUST COMPANY
$40,000,000.00	
Tranche A Term Loan Commitment	By: /s/ Gregory P. Shefrin
$20,000,000.00	Name: Gregory P. Shefrin
	Title: Director
Tranche B-1 Term Loan Commitment	
$	
Tranche B-2 Term Loan Commitment	
$	

Schedule VII

Revolving Credit Commitment

$16,666,666.67

Tranche A Term Loan Commitment

$ 8,333,333.33

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment

$

THE DAI-ICHI KANGYO BANK, LTD.
(dba Mizuho Financial Group)

By: /s/ Daniel Guevara

Name: Daniel Guevara
Title: Vice President

Schedule VII

Revolving Credit Commitment

$33,333,333.33

Tranche A Term Loan Commitment

$16,666,666.67

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment

$

DRESDNER BANK AG, NEW YORK
AND GRAND CAYMAN BRANCHES

By: /s/ William E. Lambert

Name: William E. Lambert
Title: Vice President

By: /s/ Michael S. Greenberg

Name: Michael S. Greenberg
Title: Associate

Schedule VII

Revolving Credit Commitment

$33,333,333.33

Tranche A Term Loan Commitment

$16,666,666.67

Tranche B-1 Term Loan Commitment

$ 3,500,000.00

Tranche B-2 Term Loan Commitment

$ 1,500,000.00

FIRST UNION NATIONAL BANK

By: /s/ Ronald F. Bentien Jr.

Name: Ronald F. Bentien Jr.
Title: Vice President

Schedule VII

Revolving Credit Commitment

$33,333,333.33

Tranche A Term Loan Commitment
$16,666,666.67

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment
$

FLEET NATIONAL BANK

By: /s/ Leonard Maddox

Name: Leonard Maddox
Title: Managing Director

Schedule VII

Revolving Credit Commitment

$20,000,000.00

Tranche A Term Loan Commitment

$10,000,000.00

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment

$

THE FUJI BANK, LIMITED
(dba Mizuho Financial Group)

By: /s/ Nobuoki Koike

Name: Nobuoki Koike
Title: Vice President

Schedule VII

Revolving Credit Commitment	IBM CREDIT CORPORATION
$10,000,000.00	

Tranche A Term Loan Commitment	By: /s/ Ronald J. Bachner
$ 5,000,000.00	Name: Ronald J. Bachner
	Title: Manager, Commercial & Vendor
Tranche B-1 Term Loan Commitment	Financing Sales Americas
$ 3,500,000.00	
Tranche B-2 Term Loan Commitment	
$ 1,500,000.00	

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 2,800,000.00

Tranche B-2 Term Loan Commitment

$ 1,200,000.00

KZH CYPRESSTREE-1 LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 1,400,000.00

Tranche B-2 Term Loan Commitment

$ 600,000.00

KZH ING-1 LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 3,850,000.00

Tranche B-2 Term Loan Commitment

$ 1,650,000.00

KZH ING-2 LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 1,050,000.00

Tranche B-2 Term Loan Commitment

$ 450,000.00

KZH ING-3 LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 3,150,000.00

Tranche B-2 Term Loan Commitment

$ 1,350,000.00

KZH PONDVIEW LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 4,200,000.00

Tranche B-2 Term Loan Commitment

$ 1,800,000.00

KZH RIVERSIDE LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 2,800,000.00

Tranche B-2 Term Loan Commitment

$ 1,200,000.00

KZH SHOSHONE LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 1,750,000.00

Tranche B-2 Term Loan Commitment

$ 750,000.00

KZH STERLING LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 3,150,000.00

Tranche B-2 Term Loan Commitment

$ 1,350,000.00

KZH WATERSIDE LLC

By: /s/ Susan Lee

Name: Susan Lee
Title: Authorized Agent

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 875,000.00

Tranche B-2 Term Loan Commitment

$ 375,000.00

LIBERTY-STEIN ROE ADVISOR
FLOATING RATE ADVANCE FUND
by Stein Roe & Farnham Incorporated
as Advisor

By: /s/ Kathleen A. Zarn

Name: Kathleen A. Zarn
Title: Vice President

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$12,600,000.00

Tranche B-2 Term Loan Commitment

$ 5,400,000.00

METROPOLITAN LIFE INSURANCE COMPANY

By: /s/ James R. Dingler

Name: James R. Dingler
Title: Director

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 7,000,000.00

Tranche B-2 Term Loan Commitment

$ 3,000,000.00

MORGAN STANLEY
PRIME INCOME TRUST

By: /s/ Peter Gewirtz

Name: Peter Gewirtz
Title: Vice President

Schedule VII

Revolving Credit Commitment	NATEXIS BANQUES POPULAIRES
$	
Tranche A Term Loan Commitment	By: /s/ Evan S. Kraus
$	Name: Evan S. Kraus
	Title: Vice President
Tranche B-1 Term Loan Commitment	By: /s/ Cynthia E. Sachs
$	Name: Cynthia E. Sachs
	Title: Vice President, Group Manager
Tranche B-2 Term Loan Commitment	
$ 3,000,000.00	

Schedule VII

Revolving Credit Commitment	NEW YORK LIFE INSURANCE COMPANY
$	
Tranche A Term Loan Commitment	By: /s/ David Melka
$	Name: David Melka
	Title: Investment Vice President
Tranche B-1 Term Loan Commitment	
$ 3,500,000.00	
Tranche B-2 Term Loan Commitment	
$ 1,500,000.00	

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 3,500,000.00

Tranche B-2 Term Loan Commitment

$ 1,500,000.00

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
By: New York Life Investment Management LLC, its Investment Manager

By: /s/ David Melka

Name: David Melka
Title: Second Vice President

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 1,750,000.00

Tranche B-2 Term Loan Commitment

$ 750,000.00

OPPENHEIMER SENIOR FLOATING RATE FUND

By: /s/ David Foxhoven

Name: David Foxhoven
Title: Assistant Vice President

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 2,800,000.00

Tranche B-2 Term Loan Commitment

$ 1,200,000.00

By: PPM America, Inc., as attorney
in fact, on behalf of Jackson National
Life Insurance Company

By: /s/ Michael J. Harrington

Name: Michael J. Harrington
Title: Vice President

Schedule VII

Revolving Credit Commitment

$16,666,666.67

Tranche A Term Loan Commitment

$ 8,333,333.33

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment

$

THE ROYAL BANK OF SCOTLAND plc

By: /s/ David Lucas

Name: David Lucas
Title: Senior Vice President

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 2,100,000.00

Tranche B-2 Term Loan Commitment

$ 900,000.00

SCUDDER FLOATING RATE FUND

By: /s/ Kelly D. Babson

Name: Kelly D. Babson
Title: Managing Director

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 2,100,000.00

Tranche B-2 Term Loan Commitment

$ 900,000.00

SEQUILS-CUMBERLAND I, LTD.
By: Deerfield Capital Management, Inc.
as its Collateral Manager

By: /s/ Mark E. Wittnebel

Name: Mark E. Wittnebel
Title: Sr. Vice President

Schedule VII

Revolving Credit Commitment	STEIN ROE FLOATING RATE LIMITED LIABILITY COMPANY
$	
Tranche A Term Loan Commitment	By: /s/ Kathleen A. Zarn
$	Name: Kathleen A. Zarn
Tranche B-1 Term Loan Commitment	Title: Vice President Stein Roe & Farnham Incorporated, as Advisor to the Stein Roe Floating Rate Limited Liability Company
$ 875,000.00	
Tranche B-2 Term Loan Commitment	
$ 375,000.00	

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 3,500,000.00

Tranche B-2 Term Loan Commitment

$ 1,500,000.00

THE SUMITOMO TRUST AND BANKING CO., LTD.

By: /s/ Stephen A. Stratico

Name: Stephen A. Stratico
Title: Vice President

Schedule VII

Revolving Credit Commitment	SUNTRUST BANK
$33,333,333.33	
Tranche A Term Loan Commitment	By: /s/ W. David Wisdom
$16,666,666.67	Name: W. David Wisdom
	Title: Vice President
Tranche B-1 Term Loan Commitment	
$ 7,000,000.00	
Tranche B-2 Term Loan Commitment	
$ 3,000,000.00	

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 5,775,000.00

Tranche B-2 Term Loan Commitment

$ 2,475,000.00

TORONTO DOMINION (NEW YORK), INC.

By: /s/ Susan K. Strong
Name: Susan K. Strong
Title: Vice President

Schedule VII

Revolving Credit Commitment

$

Tranche A Term Loan Commitment

$

Tranche B-1 Term Loan Commitment

$ 7,700,000.00

Tranche B-2 Term Loan Commitment

$ 3,300,000.00

THE TRAVELERS INSURANCE COMPANY

By: /s/ William M. Gardner

Name: William M. Gardner
Title: Assistant Investment Officer

Schedule VII

Revolving Credit Commitment	WEBSTER BANK
$ 4,000,000.00	

Tranche A Term Loan Commitment	By: /s/ Elizabeth V. Piker
$ 2,000,000.00	Name: Elizabeth V. Piker
	Title: Vice President

Tranche B-1 Term Loan Commitment
$ 2,800,000.00

Tranche B-2 Term Loan Commitment
$ 1,200,000.00

Schedule VII

Revolving Credit Commitment

$13,333,333.33

Tranche A Term Loan Commitment

$ 6,666,666.67

Tranche B-1 Term Loan Commitment

$

Tranche B-2 Term Loan Commitment

$

WESTDEUTSCHE LANDESBANK
GIROZENTRALE, NEW YORK BRANCH

By: /s/ Lucie L. Guernsey

Name: Lucie L. Guernsey
Title: Director

By: /s/ Duncan M. Robertson

Name: Duncan M. Robertson
Title: Director

Exhibit 21.1

Subsidiaries of Mediacom Broadband LLC

Subsidiary	State of Incorporation or Organization	Names under which subsidiary does business
MCC Georgia LLC	Delaware	MCC Georgia LLC
MCC Illinois LLC	Delaware	MCC Illinois LLC
MCC Iowa LLC	Delaware	MCC Iowa LLC
MCC Missouri LLC	Delaware	MCC Missouri LLC
Mediacom Broadband Corporation	Delaware	Mediacom Broadband Corporation

Exhibit 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our report (and to all references to our Firm) included in or made a part of this registration statement.

/s/ Arthur Andersen LLP

Stamford, Connecticut
October 23, 2001

Exhibit 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in this Registration Statement on Form S-4 of Mediacom Broadband LLC and Mediacom Broadband Corporation of our report dated June 21, 2001, except for the first paragraph of Note 1, as to which the date is July 18, 2001, relating to the combined financial statements and financial statement schedule of Mediacom Systems as of December 31, 2000 and 1999 and for the year ended December 31, 2000, the period March 1, 1999 to December 31, 1999, the period January 1, 1999 to February 28, 1999 and the year ended December 31, 1998, which appear in such Registration Statement. We also consent to the references to us under the headings "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Denver, Colorado
October 26, 2001

Exhibit 25.1

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FORM T-1

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) |__|

THE BANK OF NEW YORK
(Exact name of trustee as specified in its charter)

New York (State of incorporation if not a U.S. national bank)	13-5160382 (I.R.S. employer identification no.)
One Wall Street, New York, N.Y. (Address of principal executive offices)	10286 (Zip code)

MEDIACOM BROADBAND LLC
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	06-1615412 (I.R.S. employer identification no.)

MEDIACOM BROADBAND CORPORATION
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	06-1630167 (I.R.S. employer identification no.)
100 Crystal Run Road Middletown, New York (Address of principal executive offices)	10941 (Zip code)

11% Senior Notes due 2013
(Title of the indenture securities)

==========

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	2 Rector Street, New York, N.Y. 10006, and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, New York 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York (formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers.(Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672 and Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637.)

4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 33-31019.)

6. The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 33-44051.)

7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 26th day of October, 2001.

THE BANK OF NEW YORK

By: /S/ VAN K. BROWN

Name: VAN K. BROWN
Title: VICE PRESIDENT

EXHIBIT 7

Consolidated Report of Condition of
THE BANK OF NEW YORK
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business March 31, 2001, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar Amounts In Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	$2,811,275
Interest-bearing balances	3,133,222
Securities:	
Held-to-maturity securities	147,185
Available-for-sale securities	5,403,923
Federal funds sold and Securities purchased under agreements to resell	3,378,526
Loans and lease financing receivables:	
Loans and leases held for sale	74,702
Loans and leases, net of unearned income.....37,471,621	
LESS: Allowance for loan and lease losses.....599,061	
Loans and leases, net of unearned income and allowance	36,872,560
Trading Assets	11,757,036
Premises and fixed assets (including capitalized leases)	768,795
Other real estate owned	1,078
Investments in unconsolidated subsidiaries and associated companies	193,126
Customers' liability to this bank on acceptances outstanding	592,118
Intangible assets	
Goodwill	1,300,295
Other intangible assets	122,143
Other assets	3,676,375
	==========

Total assets		$70,232,359
LIABILITIES		
Deposits:		
In domestic offices		$25,962,242
Noninterest-bearing	10,586,346	
Interest-bearing	15,395,896	
In foreign offices, Edge and Agreement subsidiaries, and IBFs		24,862,377
Noninterest-bearing	373,085	
Interest-bearing	24,489,292	
Federal funds purchased and securities sold under agreements to repurchase		1,446,874
Trading liabilities		2,373,361
Other borrowed money: (includes mortgage indebtedness and obligations under capitalized leases)		1,381,512
Bank's liability on acceptances executed and outstanding		592,804
Subordinated notes and debentures		1,646,000
Other liabilities		5,373,065
Total liabilities		$63,658,235
EQUITY CAPITAL		
Common stock		1,135,284
Surplus		1,008,773
Retained earnings		4,426,033
Accumulated other comprehensive income		4,034
Other equity capital components		0
Total equity capital		6,574,124
Total liabilities and equity capital		$70,232,359

I, Thomas J. Mastro, Senior Vice President and Comptroller of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the Board of Governors of the Federal Reserve System and is true to the best of my knowledge and belief.

Thomas J. Mastro,
Senior Vice President and Comptroller

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been

prepared in conformance with the instructions issued by the Board of Governors
of the Federal Reserve System and is true and correct.

Thomas A. Renyi
Gerald L. Hassell
Alan R. Griffith Directors

EXHIBIT 99.1

LETTER OF TRANSMITTAL
of
MEDIACOM BROADBAND LLC
and
MEDIACOM BROADBAND CORPORATION

Offer to Exchange its 11% Senior Notes due 2013,
which have been registered under the Securities
Act of 1933, as amended (the "Securities Act"), for any and all of its
outstanding 11% Senior Notes due 2013
that were issued and sold in a transaction exempt from registration under the
Securities Act

Pursuant to the Prospectus dated , 2001

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 200 (THE "EXPIRATION DATE"), UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offer is:

The Bank of New York

By Registered or Certified Mail:
The Bank of New York
20 Broad Street
One Lower Level
New York, New York 10005
Attention: Enrique Lopez, Reorganization Section

Facsimile Transmissions:
(Eligible Institutions Only)
(914) 773-5015

To Confirm by Telephone
or for Information Call:
Enrique Lopez, Reorganization Section
(914) 747-8445

By Hand or Overnight Delivery:
The Bank of New York
20 Broad Street
One Lower Level
New York, New York 10005
Attention: Enrique Lopez, Reorganization Section

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Prospectus (as defined below).

This Letter of Transmittal is to be completed either if (a) any certificate(s) ("Certificate(s)") representing Notes (as defined below) are to be forwarded herewith to the Exchange Agent or (b) tenders of Notes to the Exchange Agent are to be made pursuant to the procedures for tender by book-entry transfer set forth under "Exchange Offer--Book-Entry Delivery Procedure" in the Prospectus and an Agent's Message (as defined below) is not delivered as part of a book-entry confirmation. Certificate(s) representing such Notes or such book-entry confirmation, as well as this Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantee(s), and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at the address set forth above

prior to 5:00 p.m., New York City time, on the Expiration Date. Tenders by book-entry transfer may also be made by delivering a book-entry confirmation to the Exchange Agent containing an Agent's Message in lieu of this Letter of Transmittal. The term "book-entry confirmation" means a confirmation of a book-entry transfer of Notes into the Exchange Agent's account at The Depository Trust Company ("DTC") by a DTC participant. The term "Agent's Message" means a message, transmitted by DTC to and received by the Exchange Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgement from the tendering DTC participant, which acknowledgement states that such participant has received and agrees to be bound by this Letter of Transmittal and that Mediacom Broadband LLC, a Delaware limited liability company ("Mediacom"), and Mediacom Broadband Corporation, a Delaware corporation and a wholly-owned subsidiary of Mediacom ("MBC," and MBC and Mediacom collectively, the "Issuers"), may enforce this Letter of Transmittal against such participant.

Holder(s) (as defined below) of Notes whose Certificate(s) for such Notes are not immediately available or who cannot deliver their Certificate(s) and all other required documents to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date or who cannot complete the procedures for book-entry transfer on or prior to the Expiration Date, must tender their Notes according to the guaranteed delivery procedures set forth in "Exchange Offer--Guaranteed Delivery Procedure" in the Prospectus. As used herein, "Registered Holder(s)" of Notes are the persons or entities whose name(s) appear on the Certificate(s) representing such Notes or any participant in DTC whose name appears on a security position listing as the registered owner of such Notes. "Holder(s)" of Notes are Registered Holder(s) and any persons or entities who have obtained properly completed bond power(s) for such Notes from the Registered Holder(s) of those Notes.

DELIVERY OF DOCUMENTS TO A DTC PARTICIPANT FOR BOOK-ENTRY TRANSFER DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL AND THE ACCOMPANYING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE INFORMATION REQUESTED ON THIS PAGE

ALL HOLDERS TENDERING NOTES MUST COMPLETE THIS BOX:

DESCRIPTION OF NOTES TENDERED
(Attach Additional List if Necessary)

If blank, please print name(s) and address(es) of RegisteredHolder(s), exactly as name(s) appear on Note Certificate(s)	Certificate Number(s) of Notes*	Principal Amount of Notes Represented by Certificate(s)	Principal Amount of Notes Tendered (if less than all)**
	Total:		

*Need not be completed by Holder(s) tendering by book-entry transfer.
**Notes may be tendered in whole or in part and must be in integral multiples of principal amount of such Notes of $1,000. All Notes listed shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.

(BOXES BELOW TO BE CHECKED BY ELIGIBLE INSTITUTIONS ONLY)

[_]CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING (SEE INSTRUCTION 1):

Name of Tendering Institution _____

DTC Account Number _____ Transaction Code Number_____

[_]CHECK HERE AND ENCLOSE A PHOTOCOPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING (SEE INSTRUCTION 1):

Name(s)of Registered Holder(s) _____

Window Ticket Number (if any) _____

Date of Execution of Notice of Guaranteed Delivery _____

Name of Institution which Guaranteed Delivery _____

If Guaranteed Delivery is to be made by Book-Entry Transfer:

Name of Tendering Institution

DTC Account Number _____ Transaction Code Number _____

[_]CHECK HERE IF NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER AND THE PORTION OF SUCH NOTES NOT BEING TENDERED OR ACCEPTED FOR EXCHANGE ARE TO BE RETURNED BY CREDITING THE DTC ACCOUNT NUMBER SET FORTH ABOVE.

[_]CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:_____

Address:_____

NOTE: SIGNATURE(S) MUST BE PROVIDED BELOW

Ladies and Gentlemen:

The undersigned hereby tenders to the Issuers the principal amount of the Issuers' 11% Senior Notes due 2013 (the "Notes") as described in the box on page 3 of this Letter of Transmittal in exchange for an equivalent amount of the Issuers' 11% Senior Notes due 2013 (the "Exchange Notes"), which have been registered under the Securities Act, upon the terms and subject to the conditions set forth in the Prospectus dated , 2001 (as the same may be amended or supplemented from time to time, the "Prospectus"), receipt of which is hereby acknowledged, and upon the terms and subject to the conditions set forth in this Letter of Transmittal (which, together with the Prospectus, constitutes the "Exchange Offer").

Subject to and effective upon the acceptance for exchange of all or any portion of the Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, the Issuers all right, title and interest in and to such Notes as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its agent and attorney-in-fact (with full knowledge that the Exchange Agent is also acting as agent for the Issuers in connection with the Exchange Offer) with respect to the tendered Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) subject only to the right of withdrawal described in the Prospectus and Instruction 4 hereto, to (i) deliver Certificate(s) representing the undersigned's Notes to the Issuers together with all accompanying evidences of transfer and authenticity to, or upon the order of, the Issuers, upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Notes to be issued in exchange for such Notes, (ii) transfer the Notes on the books of the Issuers, and (iii) receive for the account of the Issuers all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms and conditions of the Exchange Offer.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, exchange, sell, assign and transfer the Notes tendered hereby and that, when the same are accepted for exchange, the Issuers will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that the Notes tendered hereby are not subject to any adverse claims or proxies. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuers or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the Notes tendered hereby, and the undersigned will comply with its obligations under that certain Registration Rights Agreement, dated June 29, 2001, by and among the Issuers and the initial purchasers of the Notes (the "Registration Rights Agreement"). The undersigned has read and agrees to all of the terms of the Exchange Offer.

The name(s) and address(es) of the Registered Holder(s) of the Notes tendered hereby should be inserted as they appear on the Certificate(s) representing such Notes, if such name(s) and address(es) are not pre-printed, in the box entitled "Description of Notes Tendered" on page 3 of this Letter of Transmittal. The Certificate number(s) of the Notes, all or a portion of which the undersigned wishes to tender, and the principal amount of the Notes in multiples of $1,000 which are being tendered hereby should be indicated in the appropriate portions of such box.

If any tendered Notes are not exchanged pursuant to the Exchange Offer for any reason, or if Certificate(s) are submitted for more Notes than are tendered or accepted for exchange, Certificate(s) for such nonexchanged or nontendered Notes will be returned (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to an account maintained at DTC), without expense to the tendering Holder(s), promptly following the expiration or termination of the Exchange Offer.

The undersigned understands that the tender of Notes pursuant to any one of the procedures described in "Exchange Offer--Procedures for Tendering Initial Notes" in the Prospectus and in the instructions attached hereto will, upon the Issuers' acceptance for exchange of such tendered Notes, constitute a binding agreement between the undersigned and the Issuers upon the terms and subject to the conditions of the Exchange Offer. The undersigned recognizes that under certain circumstances, as set forth in the Prospectus, the Issuers may not be required to accept for exchange any of the Notes tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the Exchange Notes be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of Notes, that such Exchange Notes be credited to the account maintained at DTC as indicated above. If applicable, substitute Certificate(s) representing Notes not tendered or not accepted for exchange will be issued to the undersigned or, in the case

of a book-entry transfer of Notes, will be credited to the account maintained at DTC as indicated above. Similarly, unless otherwise indicated under "Special Delivery Instructions," please deliver Exchange Notes to the undersigned at the address shown below the undersigned's signature.

By tendering Notes and executing this Letter of Transmittal or, in the case of a book-entry transfer, by effecting delivery of an Agent's Message in lieu of this Letter of Transmittal, the undersigned hereby represents and agrees that (i) the undersigned's principal residence is in the State of (fill in State) _____, (ii) the undersigned is not an "affiliate," as defined in Rule 405 of the Securities Act, of either of the Issuers, (iii) any Exchange Notes to be received by the undersigned are being acquired in the ordinary course of its business, (iv) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of Exchange Notes to be received in the Exchange Offer, (v) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such Exchange Notes and (vi) the undersigned acknowledges and agrees that any person, including the undersigned, participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in no-action letters that are discussed in the section of the Prospectus entitled "Exchange Offer--Registration Rights Agreement." The Issuers may require the undersigned, as a condition to the undersigned's eligibility to participate in the Exchange Offer, to furnish to the Issuers (or an agent thereof), in writing, information as to the number of "beneficial owners," within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on behalf of whom the undersigned holds the Notes to be exchanged in the Exchange Offer. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Notes, it represents that the Notes to be exchanged for Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale of such Exchange Notes, although, by so acknowledging and by delivering a Prospectus, such undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The Issuers have agreed that, subject to the provisions of the Registration Rights Agreement, the Prospectus, as it may be amended or supplemented from time to time, may be used by a Participating Broker-Dealer (as defined below) in connection with resales of Exchange Notes received in exchange for Notes, where such Notes were acquired by such Participating Broker-Dealer for its own account as a result of market-making activities or other trading activities, for a period ending 180 days after the effective date of the registration statement relating to the Exchange Notes (the "Effective Date") (subject to extension under certain limited circumstances described in the Prospectus) or, if earlier, when all such Exchange Notes have been disposed of by such Participating Broker-Dealer. In that regard, each broker-dealer who acquired Notes for its own account as a result of market-making or other trading activities (a "Participating Broker-Dealer"), by tendering such Notes and executing this Letter of Transmittal or effecting delivery of an Agent's Message in lieu thereof, agrees that, upon receipt of notice from the Issuers of the occurrence of any event or the discovery of any fact which makes any statement contained in the Prospectus untrue in any material respect or which causes the Prospectus to omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, or of the occurrence of certain other events specified in the Registration Rights Agreement, such Participating Broker-Dealer will suspend the sale of Exchange Notes pursuant to the Prospectus until the Issuers have amended or supplemented the Prospectus to correct such misstatement or omission and have furnished copies of the amended or supplemented Prospectus to the Participating Broker-Dealer or until the Issuers have given notice that the sale of the Exchange Notes may be resumed, as the case may be. If the Issuers give such notice to suspend the sale of the Exchange Notes, it shall extend the 180-day period referred to above during which a Participating Broker-Dealer is entitled to use the Prospectus in connection with the resale of Exchange Notes, so long as any Participating Broker-Dealers still hold Exchange Notes, by the number of days during the period from and including the date of the giving of such notice to and including the date when the Participating Broker-Dealer shall have received copies of the supplemented or amended Prospectus necessary to permit resales of the Exchange Notes or to and including the date on which the Issuers have given notice that the resale of Exchange Notes may be resumed, as the case may be.

As a result, a Participating Broker-Dealer who intends to use the Prospectus in connection with resales of Exchange Notes received in exchange for Notes pursuant to the Exchange Offer must notify the Issuers, or cause the Issuers to be notified, on or prior to the Expiration Date, that it is a Participating Broker-Dealer and that it intends to use the Prospectus to resell Exchange Notes. Such notice may be given in the space provided at the bottom of page 3 of this Letter of Transmittal or may be delivered to the Exchange Agent at the address set forth on the first page of this Letter of Transmittal.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuers to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby. All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned. Except as stated in the Prospectus and Instruction 4 of this Letter of Transmittal, this tender is irrevocable.

The undersigned, by completing the box entitled "Description of Notes Tendered" above and signing this Letter of Transmittal, will be deemed to have tendered the Notes as set forth in such box in the column entitled "Principal Amount of Notes Represented by Certificate(s)" or "Principal Amount of Notes Tendered (if less than all)," as the case may be.

TENDERING HOLDER(S) SIGNATURE(S)
(See Instructions 2 and 5)
In Addition, Complete Substitute Form W-9

X _____

X _____
(Signature(s) of Holder(s) or Authorized Signatory)

Date: _____

(Must be signed by the Registered Holder(s) exactly as their name(s) appear on Certificate(s) for the Notes hereby tendered or on a security position listing or by person(s) authorized to become Registered Holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or any other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 2.)

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Area Code and Telephone No.: _____

Tax Identification or Social Security Number: _____

GUARANTEE OF SIGNATURE(S) (If Required by Instructions 2 or 5)

Authorized Signature: _____

Name: _____
(Please Type or Print)

Title: _____

Name of Firm: _____
(Must be an Eligible Institution as Defined in Instruction 1)

Address: _____

(Include Zip Code)

Area Code and Telephone No.: _____

Date: _____

SPECIAL ISSUANCE INSTRUCTIONS
(SIGNATURE GUARANTEE(S) REQUIRED--SEE INSTRUCTIONS 2 and 6)

TO BE COMPLETED ONLY if Exchange Notes or Notes not tendered or not accepted for exchange are to be issued in the name of someone other than the Registered Holder(s) of the Notes whose name(s) appear in the box on page 3.

[_] Notes not tendered or not accepted for exchange are to be issued to:

[_] Exchange Notes are to be issued to:

Name

(Please Print)

Address

(Include Zip Code)

(Tax Identification or Social Security Number)

SPECIAL DELIVERY INSTRUCTIONS
(SIGNATURE GUARANTEE(S) REQUIRED--SEE INSTRUCTIONS 2 and 6)

TO BE COMPLETED ONLY if Exchange Notes or Notes not tendered or not accepted for exchange are to be delivered to someone other than the Registered Holder(s) of the Notes whose name(s) appear in the box on page 3, or such Registered Holder(s) at an address other than shown in such box.

[_] Notes not tendered or not accepted for exchange are to be delivered to:

[_] Exchange Notes are to be delivered to:

Name

(Please Print)

Address

(Include Zip Code)

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Exchange Offer

1. Delivery of Letter of Transmittal and Certificates; Guaranteed Delivery Procedures. This Letter of Transmittal is to be completed either if (a) Certificate(s) are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "Exchange Offer--Book-Entry Delivery Procedure" in the Prospectus and an Agent's Message is not delivered. Certificate(s), or timely confirmation of a book-entry transfer of such Notes into the Exchange Agent's account at DTC, as well as this Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth on the first page of this Letter of Transmittal prior to 5:00 p.m., New York City time, on the Expiration Date. Tenders by book-entry transfer may also be made by delivering a book-entry confirmation to the Exchange Agent and an Agent's Message in lieu of this Letter of Transmittal. Notes must be tendered in whole or in part in integral multiples of $1,000 principal amount of such Notes.

Holder(s) who wish to tender their Notes and (i) whose Notes are not immediately available or (ii) who cannot deliver their Notes, this Letter of Transmittal and all other required documents to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date or (iii) who cannot complete the procedures for delivery by book-entry transfer on or prior to the Expiration Date, may tender their Notes by properly completing and executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in "Exchange Offer--Guaranteed Delivery Procedure" in the Prospectus. Pursuant to such procedures: (i) such tender must be made by or through an Eligible Institution (as defined below); (ii) a properly completed and executed Notice of Guaranteed Delivery, substantially in the form made available by the Issuers, must be received by the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date; and (iii) the Certificate(s) (or a book-entry confirmation) representing all tendered Notes, in proper form for transfer, together with a Letter of Transmittal (or facsimile thereof), properly completed and duly executed (or in the case of a book-entry transfer, together with an Agents's Message or a Letter of Transmittal (or facsimile thereof)), with any required signature guarantee(s) and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three New York Stock Exchange trading days after the Expiration Date, all as provided in "Exchange Offer--Guaranteed Delivery Procedure" in the Prospectus.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by facsimile or mail to the Exchange Agent at its address or fax number set forth on the first page of this Letter of Transmittal, and must include guarantee(s) by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery. For Notes to be properly tendered pursuant to the guaranteed delivery procedure, the Exchange Agent must receive a Notice of Guaranteed Delivery prior to 5:00 p.m., New York City time, on the Expiration Date. As used herein and in the Prospectus, "Eligible Institution" means a firm or other entity identified in Rule 17Ad-15 under the Exchange Act as an "eligible guarantor institution," including (as such terms are defined therein) (i) a bank; (ii) a broker, dealer, municipal securities broker or dealer or government securities broker or dealer; (iii) a credit union; (iv) a national securities exchange, registered securities association or clearing agency; or (v) a savings association that is a participant in a Securities Transfer Association.

The method of delivery of Certificate(s), this Letter of Transmittal and all other required documents is at the option and sole risk of the tendering Holder(s), and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, then registered mail with return receipt requested, properly insured, or overnight delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

The Issuers will not accept any alternative, conditional or contingent tenders. The tendering Holder(s), by execution of a Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of such tender.

2. Guarantee of Signature(s). No signature guarantee(s) on this Letter of Transmittal are required if:

i. this Letter of Transmittal is signed by the Registered Holder(s) of Notes tendered herewith, unless such Registered Holder(s) have completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above, or

ii. such Notes are tendered for the account of a firm that is an Eligible Institution.

In all other cases, an Eligible Institution must guarantee the signature(s) on this Letter of Transmittal. See Instruction 5.

3. Inadequate Space. If the space provided in the box captioned "Description of Notes Tendered" is inadequate, the Certificate number(s) and/or the principal amount of Notes tendered and any other required information should be listed on a separate signed schedule and attached to this Letter of Transmittal.

4. Partial Tenders; Withdrawal Rights. Tenders of Notes will be accepted only in integral multiples of $1,000 principal amount of such Notes. If less than all the Notes evidenced by any Certificate(s) submitted are to be tendered, fill in the principal amount of Notes which are to be tendered in the box on page 3 entitled "Principal Amount of Notes Tendered." In such case, new Certificate(s) for the remainder of the Notes that were evidenced by your old Certificate(s) will be sent to the Holder(s) of the Notes promptly after the Expiration Date. All Notes represented by Certificate(s) delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

Except as otherwise provided herein, tenders of Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date. In order for a withdrawal to be effective prior to that time, a written notice of withdrawal or facsimile transmission of such notice of withdrawal must be timely received by the Exchange Agent at its address or fax number set forth above prior to 5:00 p.m., New York City time, on the Expiration Date. Any such notice of withdrawal must specify the name of the person who tendered the Notes to be withdrawn, the aggregate principal amount of Notes to be withdrawn, and (if Certificate(s) for Notes have been tendered) the name of the Registered Holder(s) of the Notes as set forth on the Certificate(s) for the Notes, if different from that of the person who tendered such Notes. If Certificate(s) for the Notes have been delivered or otherwise identified to the Exchange Agent, then prior to the physical release of such Certificate(s), the tendering Holder must submit the serial number(s) shown on the particular Certificate(s) for the Notes to be withdrawn and the signature(s) on the notice of withdrawal must be signed in the same manner as the original signature(s) on the Letter of Transmittal by which the Notes were tendered, including any required signature guarantee(s). If Notes have been tendered pursuant to the procedures for book-entry transfer set forth in the Prospectus under "Exchange Offer--Book-Entry Delivery Procedure," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Notes, in which case a notice of withdrawal will be effective if delivered to the Exchange Agent by written, telegraphic, telex or facsimile transmission. Withdrawals of tenders of Notes may not be rescinded. Notes properly withdrawn will not be deemed validly tendered for purposes of the Exchange Offer, but may be retendered at any subsequent time prior to 5:00 p.m., New York City time, on the Expiration Date by following any of the procedures described in the Prospectus under "Exchange Offer--Procedure for Tendering Initial Notes."

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by the Issuers, in their discretion, whose determination shall be final and binding on all parties. The Issuers, any affiliates or assigns of the Issuers, the Exchange Agent or any other person shall not be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. Any Notes which have been tendered but which are withdrawn will be returned to the Holder(s) thereof without cost to such Holder(s) promptly after withdrawal.

5. Signature(s) on Letter of Transmittal; Assignments; Endorsements. If this Letter of Transmittal is signed by the Registered Holder(s) of the Notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Certificate(s), without alteration, enlargement or any change whatsoever.

If any Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any tendered Notes are registered in different names on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificate(s) or bond power(s) are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or others acting in a fiduciary or representative capacity, such person should so indicate when signing and, unless waived by the Issuers, must submit with this Letter of Transmittal proper evidence satisfactory to the Issuers, in their sole discretion, of each such person's authority to so act.

When this Letter of Transmittal is signed by the Registered Holder(s) of the Notes listed and transmitted hereby and the Exchange Notes are being issued in the name(s) of and delivered to such Registered Holder(s), the signature(s) of such

Registered Holder(s) need not be guaranteed by an Eligible Institution and no endorsement(s) of Certificate(s) or separate bond power(s) are required. When the Registered Holder(s) of the Notes listed sign this Letter of Transmittal but the Exchange Notes are to be issued in the name of or delivered to a person other than such Registered Holder(s), signature(s) on this Letter of Transmittal and such Certificate(s) or bond power(s) must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by person(s) other than the Registered Holder(s) of the Notes listed, the Certificate(s) for such Notes must be endorsed or accompanied by appropriate bond power(s), signed by the Registered Holder(s) thereof exactly as the name(s) of such Registered Holder(s) appear on the Certificate(s), and also must be accompanied by such opinions of counsel, certifications and other information as the Issuers may require in accordance with the restrictions on transfer applicable to the Notes. In this instance, signature(s) on this Letter of Transmittal and such Certificate(s) or bond power(s) must be guaranteed by an Eligible Institution.

6. Special Issuance and Delivery Instructions. If Exchange Notes are to be issued in the name of a person other than the signer of this Letter of Transmittal, or if Exchange Notes are to be sent to someone other than the signer of this Letter of Transmittal or to an address other than the signer's address, the boxes on this Letter of Transmittal entitled "Special Issuance Instructions" or "Special Delivery Instructions," as the case may be, should be completed. Certificate(s) for Notes not exchanged will be returned by mail or, if tendered by book-entry transfer, by crediting the account indicated above maintained at DTC. See Instruction 4.

7. Irregularities. The Issuers will determine, in their discretion, all questions as to the form of documents, validity, eligibility (including time of receipt) and acceptance for exchange of any tender of Notes, which determination shall be final and binding on all parties. The Issuers reserve the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance of which, or exchange for which, may, in the view of counsel to the Issuers, be unlawful. The Issuers also reserve the absolute right, subject to applicable law, to waive any of the conditions of the Exchange Offer set forth in the Prospectus under "Exchange Offer--Conditions to the Exchange Offer" or any conditions or irregularities in any tender of Notes of any particular Holder(s) whether or not similar conditions or irregularities are waived in the case of other Holder(s). The Issuers' interpretation of the terms and conditions of the Exchange Offer (including this Letter of Transmittal and the instructions hereto) will be final and binding. No tender of Notes will be deemed to have been validly made until all irregularities with respect to such tender have been cured or waived. The Issuers, any affiliates or assigns of the Issuers, the Exchange Agent, or any other person shall not be under any duty to give notification of any irregularities in tenders or incur any liability for failure to give such notification.

8. Questions; Requests for Assistance; Additional Copies. Questions and requests for assistance may be directed to the Exchange Agent at its address and telephone number set forth on the front of this Letter of Transmittal. Additional copies of the Prospectus, the Notice of Guaranteed Delivery and this Letter of Transmittal may be obtained from the Exchange Agent or from your broker, dealer, commercial bank, trust company or other nominee.

9. Backup Withholding; Substitute Form W-9. Under U.S. federal income tax law, Holder(s) (including, for purposes of this Instruction 9, beneficial owner(s) of the Notes) whose tendered Notes are accepted for exchange are required to provide the Exchange Agent with such Holder(s)' correct taxpayer identification number(s) ("TIN") on Substitute Form W-9 below. If the Exchange Agent is not provided with the correct TIN, the Internal Revenue Service (the "IRS") may subject the Holder(s) or other payee(s) to a $50 penalty. In addition, payments to such Holders(s) or other payee(s) with respect to Notes exchanged pursuant to the Exchange Offer may be subject to backup withholding at a rate equal to the fourth lowest tax rate applicable to unmarried individuals, which decreases several times between 2001 and 2010. For amounts paid after August 6, 2001, the backup withholding rate is 30.5%. For amounts paid during 2002 and 2003, the backup withholding rate decreases to 30%.

The box in Part 2 of the Substitute Form W-9 may be checked if the tendering Holder(s) have not been issued any TIN and have applied for their TIN or intend to apply for their TIN in the near future. If the box in Part 2 is checked, the Holder(s) or other payee(s) must also complete the box captioned Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 2 is checked and the box captioned Certificate of Awaiting Taxpayer Identification Number is completed, the Holder(s) will be subject to backup withholding on all payments made prior to the time their properly certified TIN is provided to the Exchange Agent. The Exchange Agent will

retain such amounts withheld during the 60-day period following the date of the Substitute Form W-9. If the Holder(s) furnish the Exchange Agent with their TIN within 60 days after the date of the Substitute Form W-9, the amounts retained during the 60-day period will be remitted to the Holder(s) and no further amounts shall be retained or withheld from payments made to the Holder(s) thereafter. If, however, the Holder(s) have not provided the Exchange Agent with their TIN within such 60-day period, amounts withheld will be remitted to the IRS as backup withholding. In addition, backup withholding will apply to all payments made thereafter until their correct TIN is provided.

Certain Holder(s) (including, among others, corporations, financial institutions and certain foreign persons) may not be subject to the backup withholding and reporting requirements. Such Holder(s) should nevertheless complete the attached Substitute Form W-9 and write "Exempt" on the face thereof, to avoid possible erroneous backup withholding. A foreign person may qualify as an exempt recipient by submitting a properly completed and appropriate IRS Form W-8, signed under penalties of perjury, attesting to the Holder(s)' exempt status. Please consult the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" at the end of this Letter of Transmittal for additional guidance on which Holder(s) are exempt from backup withholding.

Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is furnished to the IRS.

10. Waiver of Conditions. The Issuers reserve the absolute right to waive satisfaction of any or all conditions enumerated in the Prospectus.

11. No Conditional Tenders. No alternative, conditional or contingent tenders will be accepted. All tendering Holder(s) of Notes, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of Notes for exchange.

Neither the Issuers, the Exchange Agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of Notes nor shall any of them incur any liability for failure to give any such notice.

12. Lost, Destroyed or Stolen Certificates. If any Certificate(s) representing Notes have been lost, destroyed or stolen, the Holder(s) should promptly notify the Exchange Agent. The Holder(s) will then be instructed as to the steps that must be taken in order to replace the Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen Certificate(s) have been followed.

13. Security Transfer Taxes. Holder(s) who tender their Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, Exchange Notes are to be delivered to, or are to be issued in the name(s) of, any person(s) other than the Registered Holder(s) of the Notes tendered, or if a transfer tax is imposed for any reason other than the exchange of Notes in connection with the Exchange Offer, then the amount of any such transfer tax (whether imposed on the Registered Holder(s) or any other person(s)) will be payable by the tendering Holder(s). If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering Holder(s).

MUST BE COMPLETED BY TENDERING HOLDER(S)

PAYER'S NAME: The Bank of New York

SUBSTITUTE Form W-9 Department of the Treasury Internal Revenue Service Payer's Request for Taxpayer Identification Number (''TIN'')	Part 1--PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW. Part 2--TIN Applied for [_]	TIN: Social Security Number or Employer Identification Number

Certification:Under penalties of perjury, I certify that:
(1)The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me);
(2)I am not subject to backup withholding either because: (a) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the IRS has notified me that I am no longer subject to backup withholding; and
(3)I am a U.S. person (including a U.S. resident alien).
Certification Instructions--You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting of interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the attached Guidelines.)

SIGNATURE DATE

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING ON ANY PAYMENTS MADE TO YOU IN CONNECTION WITH THE EXCHANGE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING (OR WILL SOON APPLY FOR) A TAXPAYER IDENTIFICATION NUMBER

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Officer or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of the exchange, all reportable payments made to me thereafter will be subject to backup withholding until I provide such number.

Signature _____ Date _____

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number for the Payee (You) to Give the Payer.

Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. All "Section" references made herein are to the Internal Revenue Code of 1986, as amended, and "IRS" means the Internal Revenue Service.

The table below will help determine the taxpayer identification number to give the payer.

For this type of account:	Give the SOCIAL SECURITY number of--
1.Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. Theusual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
5. Sole proprietorship	The owner(3)

For this type of account:	Give the EMPLOYER IDENTIFICATION number of--
6.Sole proprietorship	The owner(3)
7. A valid trust, estate, or pension trust	The legal entity(4)
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization account	The organization
10. Partnership	The partnership
11.A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or your employer identification number (if you have one).

(4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when there is more than one name, the number will

be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, ''Application for a Social Security Card,'' at the local Social Security Administration Office, or Form SS-4, ''Application for Employer Identification Number,'' by calling 1(800)TAX-FORM, and apply for a number.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding include:

- An organization exempt from tax under Section 501(a), an individual retirement account (IRA), or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2).
- The United States or a State thereof, the District of Columbia, a possession of the United States, or a political subdivision or wholly-owned agency or instrumentality of any one or more of the foregoing.
- An international organization or any agency or instrumentality thereof.
- A foreign government and any political subdivision, agency or instrumentality thereof.

Payees that may be exempt from backup withholding include:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A middleman known in the investment community as a nominee or who is listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A foreign central bank of issue.

Payments of dividends and patronage dividends generally exempt from backup withholding include:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) payments made by an ESOP.

Payments of interest generally exempt from backup withholding include:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under Section 852).
- Payments described in Section 6049(b)(5) made to nonresident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid to you.

Certain payments, other than payments of interest, dividends, and patronage dividends, that are exempt from information reporting are also exempt from backup withholding. For details, see Sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N.

Exempt payees described above must file Form W-9 or a substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" IN PART II OF THE FORM AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE OF INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Privacy Act Notice

Section 6109 requires that you provide your correct taxpayer identification number to payers, who must report the payments to the IRS. The IRS uses the taxpayer identification number for identification purposes and may also provide this information to various government agencies for tax enforcement or litigation purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally backup withhold on taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to payer. Certain penalties may also apply.

Penalties

(1) Failure to Furnish Taxpayer Identification Number. If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Civil Penalty for False Information With Respect To Withholding. If you

make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

(3) Criminal Penalty for Falsifying Information. Willfully falsifying certificates or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT
OR THE INTERNAL REVENUE SERVICE

EXHIBIT 99.2

MEDIACOM BROADBAND LLC
and
MEDIACOM BROADBAND CORPORATION

Instruction to Registered Holder and/or
Book-Entry Transfer Facility Participant from Beneficial Owner(s)
for
Offer to Exchange 11% Senior Notes due 2013,
which have been registered under the Securities Act of 1933, as amended
(the ''Securities Act''), for any and all outstanding
11% Senior Notes due 2013 that were issued and sold in a transaction exempt
from registration under the Securities Act

Pursuant to the Prospectus dated , 2001

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 200 (THE ''EXPIRATION DATE''), UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To Registered Holder and/or the Book-Entry Transfer Facility Participant:

The undersigned hereby acknowledges receipt of the Prospectus dated , 2001 (as the same may be amended or supplemented from time to time, the ''Prospectus'') of Mediacom Broadband LLC, a Delaware limited liability company (''Mediacom''), and Mediacom Broadband Corporation, a Delaware corporation and a wholly-owned subsidiary of Mediacom (''MBC,'' and MBC and Mediacom collectively, the ''Issuers''), and the accompanying Letter of Transmittal (the ''Letter of Transmittal'') that together constitute the Issuers' offer (the ''Exchange Offer'') to exchange its 11% Senior Notes due 2013 (the ''Exchange Notes''), which have been registered under the Securities Act, for all of its outstanding 11% Senior Notes due 2013 (the ''Notes''). Capitalized terms used but not defined herein have the meanings ascribed to them in the Letter of Transmittal.

This will instruct you, the Registered Holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Notes held by you for the account of the undersigned.

The aggregate principal amount of the Notes held by you for the account of the undersigned is (fill in amount):

$_____

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

[_]To TENDER the following Notes held by you for the account of the undersigned (insert aggregate principal amount of Notes to be tendered, which may only be tendered in whole or in part in integral multiples of $1,000 of the principal amount of such Notes):
$_____

[_]NOT to TENDER any Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including, but not limited to, the representations that: (i) the undersigned's principal residence is in the State of (fill in State) _____, (ii) the undersigned is not an ''affiliate," as defined in Rule 405 of the Securities Act, of the Issuers, (iii) any Exchange Notes to be received by the undersigned are being acquired in the ordinary course of its business, (iv) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of the Exchange Notes to be received in the Exchange Offer, (v) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such Exchange Notes and (vi) the undersigned acknowledges and agrees that any person, including the undersigned, participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in no-action letters that are discussed in the section of the Prospectus entitled ''Exchange Offer--Exchange and Registration Rights Agreement;'' (b) to tender such Notes and to agree, on behalf of the undersigned, to accept the Exchange Offer pursuant to the terms and conditions set forth in the Prospectus and the Letter of Transmittal; and (c) to take such other action as necessary under the Prospectus and the Letter of Transmittal, including the delivery of an Agent's Message, to effect the valid tender of such Notes.

The Issuers may require the undersigned, as a condition to the undersigned's eligibility to participate in the Exchange Offer, to furnish to the Issuers (or an agent thereof), in writing, information as to the number of ''beneficial owners,'' within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, on behalf of whom the undersigned holds the Notes to be exchanged in the Exchange Offer. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Notes, it represents that the Notes to be exchanged for Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a Prospectus, such undersigned will not be deemed to admit that it is an ''underwriter'' within the meaning of the Securities Act.

SIGN HERE

Name(s) of beneficial owner(s): _____

Signature(s): _____

Name (please print): _____

Address: _____

_____

_____

Area Code and Telephone number:_____

Taxpayer Identification or Social Security Number: _____

Date: _____

EXHIBIT 99.3

NOTICE OF GUARANTEED DELIVERY
of
MEDIACOM BROADBAND LLC
and
MEDIACOM BROADBAND CORPORATION

Offer to Exchange its 11% Senior Notes due 2013,
which have been registered under the Securities Act of 1933, as amended
(the ''Securities Act''), for any and all of its outstanding
11% Senior Notes due 2013 that were issued and sold in a
transaction exempt from registration under the Securities Act

Pursuant to the Prospectus dated , 2001

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 200 (THE ''EXPIRATION DATE''), UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Letter of Transmittal.

This Notice of Guaranteed Delivery, or one substantially equivalent to this form, must be used to accept the Exchange Offer (as defined below) if (i) certificates for the Issuers' (as defined below) 11% Senior Notes due 2013 (the ''Notes'') are not immediately available, (ii) the Notes, the Letter(s) of Transmittal and any other required documents cannot be delivered to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date or (iii) the procedures for delivery by book-entry transfer cannot be completed, or an Agent's Message cannot be delivered to the Exchange Agent, prior to 5:00 p.m., New York City time, on the Expiration Date. This Notice of Guaranteed Delivery may be delivered to the Exchange Agent by hand, overnight courier or mail, or transmitted by facsimile transmission, and must be received by the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date. The Notes, the completed, signed and dated Letter(s) of Transmittal relating to the Notes (or facsimile(s) thereof) or an Agent's Message (only in the case of a book-entry transfer), and all other required documents being tendered pursuant to this Notice of Guaranteed Delivery must be received by the Exchange Agent within three New York Stock Exchange trading days after the Expiration Date. See ''Exchange Offer--Guaranteed Delivery Procedure'' in the Prospectus.

The Exchange Agent for the Exchange Offer is:

The Bank of New York

By Registered or Certified Mail:
The Bank of New York
20 Broad Street
One Lower Level
New York, New York 10005
Attention: Enrique Lopez, Reorganization Section

Facsimile Transmissions:
(Eligible Institutions Only)
(914) 773-5015

By Hand or Overnight Delivery:
The Bank of New York
20 Broad Street
One Lower Level
New York, New York 10005
Attention: Enrique Lopez, Reorganization Section

To Confirm by Telephone or for
Information Call:
Enrique Lopez, Reorganization Section
(914) 747-8445

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURE(S). IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ''ELIGIBLE INSTITUTION'' UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

Ladies and Gentlemen:

The undersigned hereby tenders to Mediacom Broadband LLC, a Delaware limited liability company (''Mediacom''), and Mediacom Broadband Corporation, a Delaware corporation and a wholly-owned subsidiary of Mediacom (''MBC ,'' and MBC and Mediacom collectively, the ''Issuers''), upon the terms and subject to the conditions set forth in the Prospectus dated , 2001 (as the same may be amended or supplemented from time to time, the ''Prospectus''), and the related Letter of Transmittal (which, together with the Prospectus, constitutes the ''Exchange Offer''), receipt of which are hereby acknowledged, the aggregate principal amount of Notes set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus under the caption ''Exchange Offer--Guaranteed Delivery Procedure.''

Aggregate Principal Amount of Notes: _____

Name(s) of Registered Holder(s): _____

Amount Tendered: $_____
(must be in integral multiples of $1,000)

Certificate Number(s) (if available): _____

Total Principal Amount of Notes Represented by Certificate(s): $_____

If Notes will be tendered by book-entry transfer, provide the following information:

DTC Account Number: _____

Date: _____

ALL AUTHORITY HEREIN CONFERRED OR AGREED TO BE CONFERRED SHALL SURVIVE THE DEATH OR INCAPACITY OF THE UNDERSIGNED AND EVERY OBLIGATION OF THE UNDERSIGNED HEREUNDER SHALL BE BINDING UPON THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE UNDERSIGNED.

PLEASE SIGN HERE

X

X

Signature(s) of Holder(s) or
Authorized Signatory

Date

Area Code and Telephone Number:

Must be signed by the Registered Holder(s) of the Notes as their name(s) appear on the Certificate(s) representing the Notes or on a security position listing, or by person(s) authorized to become Registered Holder(s) by endorsement and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below and, unless waived by the Issuers, provide proper evidence satisfactory to the Issuers of such person's authority to so act.

Please print name(s) and address(es)

Name(s):

Capacity:

Address(es):

GUARANTEE OF DELIVERY

(Not to be used for signature guarantee(s))

The undersigned, a firm or other entity identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, as an ''eligible guarantor institution," including (as such terms are defined therein): (i) a bank; (ii) a broker, dealer, municipal securities broker or dealer, or government securities broker or dealer; (iii) a credit union; (iv) a national securities exchange, registered securities association or clearing agency; or (v) a savings association, as such term is defined in the Federal Deposit Insurance Act (each of the foregoing being referred to as an ''Eligible Institution"), hereby guarantees to deliver to the Exchange Agent, at its address set forth above, the Notes tendered hereby in proper form for transfer (or confirmation of the book-entry transfer of such Notes to the Exchange Agent's account at The Depository Trust Company pursuant to the procedures for book-entry transfer set forth in the Prospectus), together with one or more properly completed and duly executed Letter(s) of Transmittal (or facsimile(s) thereof) with any required signature guarantee(s), or an Agent's Message (only in the case of a book-entry transfer), and any other required documents within three New York Stock Exchange trading days after the Expiration Date.

The undersigned acknowledges that it must deliver the Letter(s) of Transmittal (or facsimile(s) thereof) or Agent's Message, as the case may be, the Notes tendered hereby and all other required documents, if any, to the Exchange Agent within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

Name of Firm	Authorized Signature
Address	Title
Zip Code	(Please Type or Print)

Area Code and Telephone Number: Date:

NOTE: DO NOT SEND CERTIFICATE(S) REPRESENTING THE NOTES WITH THIS FORM. CERTIFICATE(S) REPRESENTING THE NOTES SHOULD ONLY BE SENT WITH YOUR LETTER(S) OF TRANSMITTAL.