As filed with the Securities and Exchange Commission on February 2, 2000

Registration No. 333-90879

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 3
to
Form S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

Delaware	4841	06-1566067
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

100 Crystal Run Road
Middletown, New York 10941
(914) 695-2600
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Rocco B. Commisso
Chairman and Chief Executive Officer
Mediacom Communications Corporation
100 Crystal Run Road
Middletown, New York 10941
(914) 695-2600
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, 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(c) 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. [_]

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. [_]

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant 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 or until the registration statement shall become effective on such date as the 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 securities until the registration statement filed with the +
+Securities and Exchange Commission is effective. This prospectus is not an +
+offer to sell these securities and it is not soliciting an offer to buy these +
+securities in any state where the offer or sale is not permitted. +
+++

SUBJECT TO COMPLETION, DATED FEBRUARY 2, 2000

20,000,000 Shares

[LOGO OF MEDIACOM]

Mediacom Communications Corporation

Class A Common Stock

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price of the Class A common stock is expected to be between $16.00 and $19.00 per share. Our Class A common stock has been approved for listing on The Nasdaq Stock Market's National Market under the symbol "MCCC."

The underwriters have an option to purchase a maximum of 3,000,000 additional shares to cover over-allotments of shares.

Following this offering, we will have two classes of common stock, Class A common stock and Class B common stock. Holders of each class generally have identical rights, except for differences in voting. Holders of our Class A common stock have one vote per share, while holders of our Class B common stock have ten votes per share. After this offering, the holders of our Class B common stock will have 82.6% of the combined voting power of our common stock.

Investing in the Class A common stock involves risks. See "Risk Factors" on page 10.

	Price to Public	Underwriting Discounts and Commissions	Proceeds to Mediacom
Per Share	$	$	$
Total	$	$	$

Delivery of the shares of Class A common stock will be made on or about .

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Credit Suisse First Boston Salomon Smith Barney Donaldson, Lufkin & Jenrette

Goldman, Sachs & Co. Merrill Lynch & Co.

Chase Securities Inc. CIBC World Markets First Union Securities, Inc.

The date of this prospectus is .

[Map of the United States marked to indicate location of our cable systems.]

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You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information that is different. This document may only be used where it is legal to sell these securities. The information in this document may only be accurate on the date of this document.

Dealer Prospectus Delivery Obligation

Until   , 25 days after the commencement of this offering, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

PROSPECTUS SUMMARY

This summary highlights some of the information in this prospectus. It may not contain all the information that is important to you. For a more complete understanding of this offering, you should read the entire prospectus carefully, including the risk factors and the financial statements. We were formed as a Delaware corporation on November 8, 1999, and immediately prior to this offering will issue shares of our common stock in exchange for all membership interests in Mediacom LLC. Upon completion of the exchange, Mediacom LLC will become our subsidiary and will continue to serve as the holding company for our operating subsidiaries. Unless we tell you otherwise, the information in this prospectus assumes that Mediacom LLC is our subsidiary, that the underwriters will not exercise their over-allotment option and that the Class A common stock being offered will be sold at $17.50 per share, which is the mid-point of the range set forth on the cover page of this prospectus.

Overview

We are the ninth largest cable operator in the United States, based on customers served by wholly-owned systems after giving effect to our pending acquisitions and recently announced industry transactions. Our cable systems pass approximately 1.1 million homes and serve approximately 744,000 basic subscribers, including our pending acquisitions. We were founded in July 1995 by Rocco B. Commisso, our Chairman and Chief Executive Officer, to acquire and develop cable television systems serving principally non-metropolitan markets of the United States.

Since commencement of our operations in March 1996, we have experienced significant growth by deploying a disciplined strategy of acquiring underperforming cable systems primarily in markets with favorable demographic profiles. Through September 1999, we spent approximately $432.4 million to complete nine acquisitions of cable systems that served 358,000 basic subscribers. In October and November 1999, we acquired for approximately $759.6 million the cable systems of Triax Midwest Associates, L.P. and Zylstra Communications Corporation that served 358,000 basic subscribers as of September 30, 1999.

We have also generated strong internal growth and improved the operating and financial performance of our systems. These results have been achieved primarily through the introduction of an expanded array of core cable television products and services made possible by the rapid upgrade of our cable network. Assuming all our systems, excluding the Triax and Zylstra systems, were acquired on January 1, 1997, in 1998 our internal subscriber growth was 2.5% and for the nine months ended September 30, 1999 our internal subscriber growth was 1.8%. Since commencement of our operations, we have also experienced significant increases in operating losses and net losses.

We believe that advancements in digital technologies, together with the explosive growth of the Internet, have positioned the cable industry's high-speed, interactive, broadband network as the primary platform for the delivery of video, voice and data services to homes and businesses. We believe that there is considerable demand in the communities we serve for these products and services. To capitalize on these opportunities, we are rapidly upgrading our cable network to provide our customers with an expanded array of broadband products and services. These include digital cable television, two-way, high-speed Internet access, interactive video and telephony.

Approximately 73% of our customers are currently served by systems which have been upgraded to higher bandwidth capacities, excluding those customers served by the Triax and Zylstra systems. Our upgrade program already has enabled us to begin introducing new broadband products and services. As of December 1999, we offered digital cable services in systems passing more than 243,000 homes. In addition, through our strategic relationship with SoftNet Systems, Inc.'s subsidiary, ISP Channel, which was finalized in November 1999, we have deployed two-way, high-speed Internet access service in systems passing more than 177,000 homes as of December 1999.

Business Strategy

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

- Improve the operating and financial performance of our acquired cable systems;
- Develop efficient operating clusters;
- Rapidly upgrade our cable network;
- Introduce new and enhanced products and services;
- Maximize customer satisfaction to build customer loyalty;
- Acquire underperforming cable systems principally in non-metropolitan markets; and
- Implement a flexible financing structure.

Principal Executive Offices

Our principal executive offices are located at 100 Crystal Run Road, Middletown, New York 10941. Our telephone number is (914) 695-2600, and our website is located at www.mediacomllc.com. The information on our website is not part of this prospectus.

The Offering

Class A common stock offered	20,000,000 shares
Common stock to be outstanding after this offering	60,977,562 shares of Class A common stock 29,022,438 shares of Class B common stock 90,000,000 shares
Voting rights	Holders of each class of our common stock generally have identical rights, except for differences in voting. Holders of our Class A common stock have one vote per share, while holders of our Class B common stock have ten votes per share. After this offering, the holders of our Class B common stock will have 82.6% of the combined voting power of our common stock. Mr. Commisso, through his ownership of our Class B common stock, will have the power to elect all of our directors and control stockholder decisions immediately following this offering.
Nasdaq National Market symbol	MCCC

The outstanding shares of common stock excludes 1,971,108 shares of Class A common stock and 8,148,892 shares of Class B common stock issuable upon the exercise of stock options to be outstanding upon completion of this offering, none of which will then be exercisable.

Summary Unaudited Pro Forma Consolidated Financial and Operating Data

The following summary unaudited pro forma consolidated financial and operating data has been derived from and should be read in conjunction with "Unaudited Pro Forma Consolidated Financial Data," "Selected Historical Consolidated Financial and Operating Data" and the historical financial statements included elsewhere in this prospectus.

	Year Ended December 31, 1998	Nine Months Ended September 30, 1999
	(dollars in thousands, except per share and per subscriber data)	
Statement of Operations Data:		
Revenues	$ 272,258	$ 218,631
Costs and expenses:		
Service costs	90,928	73,154
Selling, general and administrative expenses	51,355	37,504
Corporate expense	7,254	6,048
Depreciation and amortization	175,047	145,778
Operating loss	(52,326)	(43,853)
Interest expense, net	59,855	44,999
Other expenses	4,058	979
Loss before income taxes	(116,239)	(89,831)
Provision (benefit) for income taxes	--	--
Net loss from continuing operations	$ (116,239)	$ (89,831)
Pro forma basic and diluted net loss per share(1)	$ (1.29)	$ (1.00)
Pro forma weighted average common shares outstanding	90,000,000	90,000,000
Balance Sheet Data (end of period):		
Total assets		$ 1,232,718
Total debt		812,475
Total stockholders' equity		374,152
Other Data:		
System cash flow(2)	$ 129,975	$ 107,973
System cash flow margin(3)	47.7%	49.4%
EBITDA(4)	$ 122,721	101,925
EBITDA margin(5)	45.1%	46.6%
Net cash flows from operating activities	$ 88,386	$ 54,746
Net cash flows used in investing activities	(93,091)	(98,027)
Net cash flows from financing activities	8,719	46,347
Operating Data (end of period, except average):		
Homes passed(6)	1,051,000	1,069,000
Basic subscribers(7)	707,500	716,000
Basic penetration(8)	67.3%	67.0%
Premium service units(9)	592,850	567,500
Premium penetration(10)	83.8%	79.3%
Average monthly revenues per basic subscriber(11)		$34.00

(notes on following page)

Notes to Summary Unaudited Pro Forma Consolidated Financial and Operating Data

(1) Pro forma basic and diluted loss per share is calculated based on 90,000,000 shares of common stock. The number of shares of common stock reflects the 40,977,562 Class A shares and 29,022,438 Class B shares issued to effect the exchange of membership interests of Mediacom LLC and the 20,000,000 Class A shares that will be issued in this offering as if these shares were outstanding for all periods presented. The shares issued to effect the exchange for the membership interests are based upon the relative ownership percentages of membership interests in Mediacom LLC immediately prior to the completion of this offering and are based on an initial public offering price of $17.50 per share.

(2) Represents EBITDA, as defined in note 4 below, before corporate expense. 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.

(3) Represents system cash flow as a percentage of revenues. This measurement is used by us, and is commonly used in the cable television industry, to analyze and compare cable television companies on the basis of operating performance, for the reasons discussed in note 2 above.

(4) Represents operating income (loss) before depreciation and amortization. EBITDA:

- is not intended to be a performance measure that should be regarded as an alternative either to operating income or net income as an indicator of operating performance or 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
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(5) Represents EBITDA as a percentage of revenues. This measurement is used by us, and is commonly used in the cable television industry, to analyze and compare cable television companies on the basis of operating performance, for the reasons discussed in note 4 above.

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

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

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

(9) Represents the number of subscriptions to premium services. A subscriber may purchase more than one premium service, each of which is counted as a separate premium service unit. For the nine months ended September 30, 1999, premium service units decreased primarily due to the Disney Channel being moved from a premium service to the basic programming packages in several of our cable systems.

(10) Represents premium service units as a percentage of total number of basic subscribers.

(11) Represents average monthly revenues for the period divided by average monthly basic subscribers for such period. This measurement is commonly used in the cable television industry to analyze and compare cable television companies on the basis of operating performance.

Summary Historical Consolidated Financial and Operating Data

The following summary historical consolidated financial and operating data of Mediacom LLC should be read in conjunction with "Selected Historical Consolidated Financial and Operating Data," "Management's Discussion and Analysis of Financial Conditions and Results of Operations" and the historical consolidated financial statements of Mediacom LLC included elsewhere in this prospectus.

	March 12 Through December 31, 1996	Year Ended December 31, 1997	Year Ended December 31, 1998	Nine Months Ended September 30, 1998	Nine Months Ended September 30, 1999
				(Unaudited)	(Unaudited)
	(dollars in thousands, except per share and per subscriber data)				
Statement of Operations Data:					
Revenues	$ 5,411	$ 17,634	$ 129,297	$ 94,374	$ 113,230
Costs and expenses:					
Service costs	1,511	5,547	43,849	32,873	36,571
Selling, general and administrative expenses	931	2,696	25,596	18,101	21,816
Management fee expense(1)	270	882	5,797	4,340	5,150
Depreciation and amortization	2,157	7,636	65,793	44,338	66,154
Operating income (loss)	542	873	(11,738)	(5,278)	(16,461)
Interest expense, net(2)	1,528	4,829	23,994	17,786	20,577
Other expenses	967	640	4,058	3,838	979
Net loss	$ (1,953)	$ (4,596)	$ (39,790)	$ (26,902)	$ (38,017)
Pro forma provision (benefit) for income taxes(3)			--		--
Pro forma net loss(4)			$ (39,790)		$ (38,017)
Pro forma basic and diluted net loss per share(5)			$ (0.57)		$ (0.54)
Pro forma weighted average common shares outstanding			70,000,000		70,000,000
Balance Sheet Data (end of period):					
Total assets	$ 46,560	$102,791	$ 451,152	$ 447,666	$ 455,155
Total debt	40,529	72,768	337,905	317,398	377,500
Total members' equity	4,537	24,441	78,651	91,539	40,634
Other Data:					
System cash flow(6)	$ 2,969	$ 9,391	$ 59,852	$ 43,400	$ 54,843
System cash flow margin(7)	54.9%	53.3%	46.3%	46.0%	48.4%
EBITDA(8)	$ 2,699	$ 8,509	$ 54,055	$ 39,060	$ 49,693
EBITDA margin(9)	49.9%	48.3%	41.8%	41.4%	43.9%
Net cash flows from operating activities	$ 237	$ 7,007	$ 53,556	$ 47,796	$ 29,795
Net cash flows used in investing activities	(45,257)	(60,008)	(397,085)	(372,452)	(60,632)
Net cash flows from financing activities	45,416	53,632	344,714	324,597	32,325
Operating Data (end of period, except average):					
Homes passed(10)	38,749	87,750	520,000	512,000	525,000
Basic subscribers(11)	27,153	64,350	354,000	348,000	358,000
Basic penetration(12)	70.1%	73.3%	68.1%	68.0%	68.2%
Premium service units(13)	11,691	39,288	407,100	387,100	396,500
Premium penetration(14)	43.1%	61.1%	115.0%	111.2%	110.8%
Average monthly revenues per basic subscriber(15)				$32.14	$35.34

(notes on following page)

Notes to Summary Historical Consolidated Financial and Operating Data

(1) Represents fees paid to Mediacom Management Corporation for management services rendered to our operating subsidiaries. Mediacom Management utilizes these fees to compensate its employees as well as to fund its corporate overhead. The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement. The amended agreements provide for management fees equal to 2% of annual gross revenues. Each of the management agreements will be terminated upon the completion of this offering. At that time, Mediacom Management's employees will become our employees and its corporate overhead will become our corporate overhead. These expenses will be reflected as our corporate expense, which we estimate will amount to approximately 2% of our annual gross revenues.

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

(3) Represents an income tax provision (benefit) assuming the exchange of membership interests in Mediacom LLC for shares of our common stock. We have operating losses for the periods presented and have not reflected any tax benefit for such losses.

(4) Pro forma net loss does not include a $628,000 expense associated with the amendments to our management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC and one-time $9.3 million and $12.8 million non-recurring, non-cash compensation charges associated with a grant of equity interests, based on an initial public offering price of $17.50 per share, by an existing member of Mediacom LLC to certain members of our management team for the year ended December 31, 1998 and the nine months ended September 30, 1999, respectively. See note 6 of Mediacom LLC's interim financials for further discussion.

(5) Pro forma basic and diluted loss per share is calculated based on 70,000,000 shares of common stock. The number of shares of common stock reflects the 40,977,562 Class A shares and 29,022,438 Class B shares issued to effect the exchange of membership interests of Mediacom LLC as if these shares were outstanding for all periods presented and excludes the shares that will be issued in this offering. The shares issued to effect the exchange for the membership interests are based upon the relative ownership percentages of membership interests in Mediacom LLC immediately prior to the completion of the offering and are based on an initial public offering price of $17.50 per share.

(6) Represents EBITDA, as defined in note 8 below, before management fee expense. 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.

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

(8) Represents operating income (loss) before depreciation and amortization. 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;

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

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

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

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

(13) Represents the number of subscriptions to premium services. A subscriber may purchase more than one premium service, each of which is counted as a separate premium service unit. For the nine months ended September 30, 1999, premium service units decreased primarily due to the Disney Channel being moved from a premium service to the basic programming packages in several of our cable systems.

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

(15) Represents average monthly revenues for the period divided by average monthly basic subscribers for such period. This measurement is commonly used in the cable television industry to analyze and compare cable television companies on the basis of operating performance.

RISK FACTORS

An investment in our Class A common stock involves the following risks. You should consider carefully these risk factors, as well as the other information in this prospectus, before you decide to purchase shares of our Class A common stock.

Our Business

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

We have had a history of net losses and expect to continue to report net losses for the foreseeable future, which could cause our stock price to decline and adversely affect our ability to finance our business in the future. We reported net losses of $4.6 million, $39.8 million and $38.0 million for the years ended December 31, 1997 and 1998 and the nine months ended September 30, 1999. On a pro forma basis, we had net losses of $116.2 million and $89.8 million for the year ended December 31, 1998 and the nine months ended September 30, 1999. The principal reasons for our prior and anticipated net losses include the depreciation and amortization expenses associated with our acquisitions, the capital expenditures related to expanding and upgrading our cable systems and interest costs on borrowed money. We expect that we will continue to incur these expenses at increased levels as a result of our network upgrade program and our recent and pending acquisitions, which expenses will result in continued net losses. For additional information, you should read the discussion under "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

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

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

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

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

- our acquired systems may result in unexpected operating difficulties, liabilities or contingencies, which could be significant;
- the integration of acquired systems may place significant demands on our management, diverting their attention from, and making it more difficult for them to manage, our other systems;
- the integration of acquired systems may require significant financial resources that could otherwise be used for the ongoing development of our other systems, including our network upgrade program;
- we may be unable to recruit additional qualified personnel which may be required to integrate and manage acquired systems; and
- our existing operational, financial and management systems may be incompatible with or inadequate to effectively integrate and manage acquired systems and any steps taken to implement changes in our systems may not be sufficient.

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

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

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

As of September 30, 1999, we had outstanding total indebtedness of $377.5 million and our net interest expense for the nine months ended September 30, 1999 was $20.6 million. On a pro forma basis, our total indebtedness as of September 30, 1999 was $812.5 million and our net interest expense for the nine months ended September 30, 1999 was $45.0 million. This high level of debt and our debt service obligations could have material consequences, including:

- we may have limited ability to obtain additional financing for working capital, capital expenditures, acquisitions and general corporate purposes in the future;

- our operating subsidiaries will be required to dedicate a substantial portion of their cash flow from operations to the payment of the principal of and interest on their debt, thereby reducing funds we have available for working capital, capital expenditures, acquisitions and general corporate purposes;

- we may have limited flexibility in planning for, or reacting to, changes in our business and industry; and

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

We anticipate incurring additional debt in the future to finance acquisitions and to fund the expansion, maintenance and upgrade of our systems. If new debt is added to our current debt levels, the related risks that we now face could intensify.

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

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

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

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

- incur additional indebtedness;

- create liens and other encumbrances;

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

- enter into transactions with related parties;

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

- repurchase or redeem capital stock or debt;

- pledge assets; and

- issue capital stock.

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

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

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

We expect that a substantial portion of our future growth will be achieved through revenues from new products and services and the acquisition of additional cable systems. We may not be able to offer these new products and services successfully to our customers and these new products and services may not generate adequate revenues. In addition, our acquisition strategy may not be successful. In the past year, the cable television industry has undergone dramatic consolidation, which has reduced the number of future acquisition prospects. This consolidation may increase the purchase price of future acquisitions, and we may not be successful in identifying attractive acquisition targets or obtaining the financing necessary to complete acquisitions in the future.

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

The expansion and upgrade of our cable systems require us to hire and enter into construction agreements with contractors. The growth and consolidation of the cable television industry has created an increasing demand for cable construction services, which has increased the costs of these services. Our construction costs may increase significantly over the next few years as existing agreements expire and we negotiate new agreements. In addition, we may not be able to construct new cable systems or expand or upgrade existing or acquired systems in a timely manner or at a reasonable cost, which may adversely affect our growth and profitability.

Our programming costs are substantial and may increase, which could result in a decrease in profitability if we are unable to pass increases on to our customers.

In recent years, the cable television industry has experienced a rapid escalation in the cost of programming, particularly sports programming. The escalation in programming costs may continue, and we may not be able to pass programming cost increases on to our customers. In addition, as we upgrade the number of channels that we provide to our customers and add programming to our basic and expanded basic programming tiers, we may face additional market constraints on our ability to pass programming costs on to our customers. The inability to pass these cost increases on to our customers could adversely affect our profitability.

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

Following this offering, Rocco B. Commisso, our Chairman and Chief Executive Officer, will beneficially own all of our Class B common stock, representing 82.6% of the combined voting power of our 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 our entire board of directors, the approval of any merger or consolidation involving us and the sale of all or substantially all of our assets. If a change of control or change in management is delayed or prevented by Mr. Commisso, the market price of our Class A common stock could be adversely affected or holders may not receive a change of control premium over the then-current market price of our Class A common stock. In addition, the covenants contained in our subsidiary credit facilities provide that a default will result if Mr. Commisso, together with one or more of our employees, ceases to own at least 50.1% of the combined voting power of our common stock on a fully-diluted basis.

System failures or miscalculations attributable to the Year 2000 issue could disrupt our future operations.

The Year 2000 issue is the result of computer programs only being able to use two digits rather than four to define a given year. Thus, date-sensitive software may recognize a date using "00" as the year 1900 rather than the year 2000. We believe that we have adequately addressed the Year 2000 issue, having experienced no failures or disruptions in our internal operating systems to our products and services or in those of our third party vendors or suppliers either on or after January 1, 2000 to the date of this prospectus. However, it is possible that future failures or disruptions stemming from Year 2000 issues may yet result in our inability to process transactions, send invoices, accept customer orders or timely provide customers with products and services.

A legal action has been commenced to enjoin our use of the term "Mediacom" in our business.

We have been named in a lawsuit in which a third party alleges that our use of the term "Mediacom" in connection with our business infringes their federally registered trademark. The lawsuit seeks a permanent injunction and unspecified monetary damages. If we are found to have infringed the proprietary rights of this or other third parties with respect to our use of the "Mediacom" mark or variations thereof, we could be enjoined from using the "Mediacom" mark in connection with our business and be required to pay material monetary damages.

Our Industry

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

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

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

Direct broadcast satellite operators have grown at a rate far exceeding the cable television industry growth rate and have emerged as a significant competitor to cable operators. Direct broadcast satellite service consists of television programming transmitted via high-powered satellites to individual homes, each served by a small satellite dish. The continued growth of direct broadcast satellite operators may adversely affect our growth and profitability. Legislation permitting direct broadcast satellite operators to transmit local broadcast signals was enacted on November 29, 1999. This eliminates a significant competitive advantage which cable system operators have had over direct broadcast satellite operators. Direct broadcast satellite operators have begun delivering local broadcast signals in the largest markets and there are plans to expand such carriage to many more markets over the next year.

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

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

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

Our cable systems are operated under non-exclusive franchises granted by local franchising authorities. As a result, competing operators of cable systems and other potential competitors, such as municipal utility providers, may be granted franchises and may build cable systems in markets where we hold franchises. Any such competition could adversely affect our business. The existence of multiple cable systems in the same geographic area is generally referred to as an overbuild. We currently face overbuilds in a limited number of our markets.

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

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

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

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

This Offering

Existing stockholders may sell their common stock after this offering, which could adversely affect the market price of the Class A common stock.

Sales of a substantial number of shares of our common stock, or the perception that sales could occur, could adversely affect the market price for shares of our Class A common stock by causing the amount of our common stock available for sale to exceed the demand for our common stock. These sales could also make it more difficult for us to sell equity securities in the future at a time and price we deem appropriate. After this offering, we will have outstanding 60,977,562 shares of Class A common stock and 29,022,438 shares of Class B common stock. Approximately 40,977,562 shares of Class A common stock and all shares of Class B common stock, in the aggregate representing 77.8% of our outstanding common stock upon completion of this offering, will be restricted securities under the Securities Act of 1933. These securities will be subject to restrictions on the timing, manner and volume of sales of the restricted shares. However, each of Rocco B. Commisso, our Chairman and Chief Executive Officer, Morris Communications Corporation, CB Capital Investors, LLC, Chase Manhattan Capital, LLC, U.S. Investor, Inc., Private Market Fund and our less than 5% stockholders, will have rights to require us to register their shares beginning 180 days after the completion of this offering.

FORWARD-LOOKING STATEMENTS

Some of the information in this prospectus contains forward-looking statements. You can identify these statements by forward-looking words such as "may," "will," "expect," "plan," "intend," "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, forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any results, performance or achievements expressed or implied by any forward-looking statements. These factors include, among other things, those listed under "Risk Factors" and elsewhere in this prospectus. Although we believe that the expectations reflected in our forward-looking statements are reasonable, we cannot assure you of future results, performance or achievements.

USE OF PROCEEDS

We estimate that the net proceeds from the sale of our Class A common stock in this offering, after deducting the estimated underwriting discounts, commissions and offering expenses payable by us, will be approximately $327.1 million, or approximately $376.6 million if the underwriters' over-allotment option is exercised in full. We intend to use all of the net proceeds of this offering to repay indebtedness outstanding under our subsidiary credit facilities.

As of January 10, 2000, we had $816.0 million of indebtedness outstanding under our subsidiary credit facilities. These facilities, which have final maturities ranging from March 2008 to December 2008, are subject to earlier repayment on dates ranging from June 2007 to December 2007 if we do not refinance our 8 1/2% senior notes prior to March 31, 2007. Weighted interest rates for loans outstanding under our subsidiary credit facilities was 8.0% as of January 10, 2000. Borrowings under our subsidiary credit facilities were used to refinance prior indebtedness and to fund our acquisitions of the Triax and Zylstra systems. You should read the discussion under "Description of Certain Indebtedness--Credit Facilities" for additional information about our subsidiary credit facilities.

DIVIDEND POLICY

We have never paid or declared cash dividends on our common stock and currently intend to retain any future earnings for the development of our business. Therefore, we do not currently anticipate paying any cash dividends in the forseeable future. In addition, our subsidiary credit facilities restrict the ability of our subsidiaries to pay dividends. Our future dividend policy is within the discretion of our board of directors and will depend upon various factors, including our results of operations, financial condition, capital requirements and investment opportunities.

CAPITALIZATION

The following table sets forth as of September 30, 1999, on a consolidated basis:

- the historical capitalization of Mediacom LLC;

- the pro forma capitalization of Mediacom LLC to reflect:

  -- the repayment of an unsecured senior subordinated note in the original amount of $2.8 million and accrued interest,

  -- the $10.5 million equity contribution made by the members of Mediacom LLC in connection with the acquisition of the Triax systems in November 1999,

  -- borrowings of $762.1 million under our subsidiary credit facilities to finance the acquisitions of the Triax and Zylstra systems and the related write-off of unamortized financing fees from our former subsidiary credit facilities,

  -- a $25.1 million deferred charge associated with amendments to our management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC and a related $628,000 expense for the period November 19, 1999 through December 31, 1999, and

  -- a one-time $12.8 million non-recurring, non-cash compensation charge and the effect to deferred compensation of $11.8 million associated with a grant of equity interests, based on an initial public offering price of $17.50 per share, by an existing member of Mediacom LLC to certain members of our management team as further discussed in note 6 of Mediacom LLC's interim financials; and

- our pro forma as adjusted capitalization to reflect:

  -- the exchange of membership interests in Mediacom LLC for shares of our common stock,

  -- a one-time $1.9 million non-recurring, non-cash charge to record a net deferred tax liability as of September 30, 1999 that will be recognized upon the exchange of membership interests in Mediacom LLC for shares of our common stock, and

  -- the issuance and sale of our Class A common stock in this offering at an initial public offering price of $17.50 per share and the application of the net proceeds from the sale to repay $327.1 million of indebtedness outstanding under our subsidiary credit facilities.

The table below should be read in conjunction with the historical consolidated financial statements of Mediacom LLC included elsewhere in this prospectus. For additional information, see "Unaudited Pro Forma Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources" and "Description of Certain Indebtedness."

	As of September 30, 1999		
	Mediacom LLC		Mediacom Communications Corporation
	Historical	Pro Forma	Pro Forma As Adjusted
	(dollars in millions)		
Cash and cash equivalents	$ 3.7	$ 4.6	$ 4.6
Total debt:			
7 7/8% senior notes	$200.0	$ 200.0	$ 200.0
8 1/2% senior notes	125.0	125.0	125.0
Subsidiary credit facilities(1)	52.5	814.6	487.5
Total debt	377.5	1,139.6	812.5
Total members' equity	40.6	49.0	--
Stockholders' equity:			
Class A common stock, par value $0.01, 300,000,000 shares authorized, and 60,977,562 shares issued and outstanding			0.6
Class B common stock, par value $0.01, 100,000,000 shares authorized, and 29,022,438 shares issued and outstanding			0.3
Additional paid-in capital			475.1
Accumulated deficit			(101.9)
Total stockholders' equity			374.1
Total capitalization	$418.1	$1,188.6	$1,186.6

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(1) After completion of this offering, we will have approximately $612 million of unused credit commitments under our subsidiary credit facilities.

DILUTION

The difference between the initial public offering price per share of our Class A common stock and the pro forma net tangible book value per share of our Class A and Class B common stock after this offering constitutes the dilution to investors in this offering. Net tangible book value per share is determined by subtracting our total liabilities from the total book value of our tangible assets and dividing the difference by the number of shares of our Class A and Class B common stock deemed to be outstanding on the date total book value is determined.

As of September 30, 1999, our net tangible deficit was $554.6 million, or $7.92 per share of common stock, after giving effect to the transactions described under "Capitalization," excluding this offering. After giving effect to the sale of 20,000,000 shares of our Class A common stock at an initial public offering price of $17.50 per share, and the deduction of estimated underwriting discounts, commissions and offering expenses, our pro forma net tangible deficit as of September 30, 1999 would have been a deficit of $229.5 million, or $2.55 per share of common stock. This represents an immediate increase in our net tangible deficit of $5.37 per share to current stockholders and an immediate dilution of $20.05 per share to new investors purchasing our Class A common stock. The following table illustrates the foregoing information as of September 30, 1999 with respect to dilution to new investors:

Assumed initial public offering price per share..........		$17.50
Pro forma net tangible deficit per share before this offering..	$(7.92)	
Increase per share attributable to this offering.......	5.37	
Pro forma net tangible deficit per share after this offering..		(2.55)
Dilution per share to new investors......................		$20.05

The following table sets forth as of September 30, 1999, information with respect to our existing stockholders and new investors, after giving effect to the exchange of membership interests of Mediacom LLC for shares of our common stock:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders......	70,000,000	77.8%	$135,490,000	27.9%	$1.94
New investors..............	20,000,000	22.2	350,000,000	72.1	17.50
Total....................	90,000,000	100.0%	$485,490,000	100.0%	

To the extent that shares of our common stock are issued in connection with the stock option arrangements, there will be further dilution to new investors.

COMPLETED ACQUISITIONS

Since commencement of our operations in March 1996, we have completed 11 acquisitions of cable systems. The table below summarizes information related to our completed acquisitions of cable systems in chronological order. The systems were purchased from the named party identified in the Predecessor Owner column or from one or more of its related parties or its controlling or managing operator. The dollar amount set forth in the Purchase Price column represents the final purchase price before closing costs and adjustments.

Location of Systems	Predecessor Owner	Acquisition Date	Purchase Price (in millions)	Basic Subscribers as of September 30, 1999
Ridgecrest, CA	Benchmark Communications	March 1996	$ 18.8	9,300
Kern Valley, CA	Booth American Company	June 1996	11.0	6,000
Nogales, AZ	Saguaro Cable TV Investors, L.P.	December 1996	11.4	7,900
Valley Center, CA	Valley Center Cable Systems, L.P.	December 1996	2.5	1,950
Dagsboro, DE	American Cable TV Investors 5, Ltd.	June 1997	42.6	32,300
Sun City, CA	Cox Communications, Inc.	September 1997	11.5	9,950
Clearlake, CA	Jones Intercable, Inc.	January 1998	21.4	18,200
Various States	Cablevision Systems Corporation	January 1998	308.2	268,350
Caruthersville, MO	Cablevision Systems Corporation	October 1998	5.0	4,050
Various States	Zylstra Communications Corporation	October 1999	19.5	14,000
Various States	Triax Midwest Associates, L.P.	November 1999	740.1	344,000
			$1,192.0	716,000

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL DATA

The following unaudited pro forma consolidated financial data as of and for the nine months ended September 30, 1999 and for the year ended December 31, 1998 are based on the historical consolidated financial statements of Mediacom LLC, as adjusted to illustrate the estimated effects of the following transactions as if each transaction had occurred on January 1, 1998 for the statement of operations data and on September 30, 1999 for the balance sheet data:

- our acquisitions of cable systems described under "Completed Transactions" that were completed in 1998 and the incurrence of indebtedness arising from the acquisitions under our former subsidiary credit facilities;

- the issuance and sale of our 8 1/2% senior notes on April 1, 1998 and the application of $194.5 million of net proceeds from the sale to repay outstanding indebtedness under our former subsidiary credit facilities;

- the issuance and sale of our 7 7/8% senior notes on February 26, 1999 and the application of $121.9 million of net proceeds from the sale to repay outstanding indebtedness under our former subsidiary credit facilities;

- the repayment of an unsecured senior subordinated note in the original amount of $2.8 million and accrued interest;

- the establishment of our current subsidiary credit facilities and the repayment of all outstanding indebtedness under our former subsidiary credit facilities;

- the $10.5 million equity contribution made by members of Mediacom LLC in connection with the acquisition of the Triax systems in November 1999;

- our acquisitions of cable systems described under "Completed Transactions" that were completed in 1999 and the incurrence of indebtedness arising from the acquisitions under our current subsidiary credit facilities;

- a $25.1 million deferred charge associated with amendments to our management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC and a related $628,000 expense for the period November 19, 1999 through December 31, 1999;

- a one-time $12.8 million non-recurring, non-cash compensation charge and the effect to deferred compensation of $11.8 million associated with a grant of equity interests, based on an initial public offering price of $17.50 per share, by an existing member of Mediacom LLC to certain members of our management team as further discussed in note 6 of Mediacom LLC's interim financials;

- the exchange of membership interests in Mediacom LLC for shares of our common stock;

- the effect to management fee expense as a result of amending the management agreements with Mediacom Management;

- a one-time $1.9 million non-recurring, non-cash charge to record a net deferred tax liability as of September 30, 1999 that will be recognized upon the exchange of membership interests in Mediacom LLC for shares of our common stock;

- the reclassification of management fee expense to corporate expense due to the termination of our management agreements with Mediacom Management; and

- the issuance and sale of our Class A common stock in this offering at an initial public offering price of $17.50 per share and the application of the net proceeds from the sale to repay $327.1 million of outstanding indebtedness under our subsidiary credit facilities.

The unaudited pro forma consolidated financial data give effect to the acquisitions of our cable systems under the purchase method of accounting. The purchase price allocation among property, plant and equipment, intangible assets, other assets and liabilities of the Triax and Zylstra systems is preliminary and will be completed upon receipt of appraisal reports. We do not believe that the adjustment resulting from the final allocation of the purchase price will be material.

The unaudited pro forma consolidated financial data do not purport to represent what our results of operations or financial condition would actually have been had the transactions described above occurred on the dates indicated or to project our results of operations or financial condition for any future period or date. You should read the historical consolidated financial statements of Mediacom LLC and U.S. Cable Television Group, L.P. and the historical financial statements of Triax, appearing elsewhere in this prospectus.

Unaudited Pro Forma Consolidated Statement of Operations

For the Nine Months Ended September 30, 1999
(dollars in thousands, except per share data)

	Mediacom LLC (historical)	Triax (historical)	Zylstra (historical)	Acquisition Adjustments	Other Adjustments	Subtotal	Offering Adjustments
Statement of Operations Data:							
Revenues............	$113,230	$ 101,654	$3,747	$ --	$ --	$ 218,631	$ --
Costs and expenses:							
Service costs.......	36,571	34,925	1,658	--	--	73,154	--
Selling, general and administrative expenses...........	21,816	15,038	650	--	--	37,504	--
Management fee expense............	5,150	3,331	452	--	(2,885)(e)	6,048	(6,048)(f)
Corporate expense...	--	--	--	--	--	--	6,048 (f)
Depreciation and amortization.......	66,154	54,111	409	25,104 (b)	--	145,778	--
Operating (loss) income.............	(16,461)	(5,751)	578	(25,104)	2,885	(43,853)	--
Interest expense (income), net......	20,577	24,941	(41)	19,502 (c)	--	64,979	(19,980)(g)
Other expenses (income)...........	979	--	(36)	36 (d)	--	979	--
Provision (benefit) for income taxes...							-- (h)
Net (loss) income from continuing operations.........	$(38,017)	$ (30,692)	$ 655	$(44,642)	$2,885	$(109,811)	$ 19,980
Pro forma basic and diluted net loss per share(a).......							
Pro forma weighted average common shares outstanding..							

	Total
Statement of Operations Data:	
Revenues............	$ 218,631
Costs and expenses:	
Service costs.......	73,154
Selling, general and administrative expenses...........	37,504
Management fee expense............	--
Corporate expense...	6,048
Depreciation and amortization.......	145,778
Operating (loss) income.............	(43,853)
Interest expense (income), net......	44,999
Other expenses (income)...........	979
Provision (benefit) for income taxes...	--
Net (loss) income from continuing operations.........	$ (89,831)

Pro forma basic and diluted net loss per share(a).......	$ (1.00)
Pro forma weighted average common shares outstanding..	90,000,000

See accompanying notes to unaudited pro forma consolidated statement of operations.

Notes to Unaudited Pro Forma Consolidated Statement of Operations

For the Nine Months Ended September 30, 1999
(dollars in thousands, except per share data)

For purposes of determining the pro forma effects of the transactions described above on the historical consolidated statement of operations of Mediacom LLC for the nine months ended September 30, 1999, the following adjustments have been made:

(a) Pro forma basic and diluted loss per share is calculated based on 90,000,000 shares of common stock. The number of shares of common stock reflects the 40,977,562 Class A shares and 29,022,438 Class B shares issued to effect the exchange of membership interests of Mediacom LLC and the 20,000,000 Class A shares that will be issued in this offering. Upon completion of this offering, options to purchase our common stock will be issued to certain employees with an exercise price equal to the initial public offering price. Accordingly, these stock options have no effect on the pro forma loss per share amounts.

No adjustment has been made to the unaudited pro forma consolidated statement of operations for a one-time $12,837 non-recurring, non-cash compensation charge associated with a grant of vested and non-forfeitable equity interests, based on an initial public offering price of $17.50 per share, by an existing member of Mediacom LLC to certain members of our management team as further discussed in note 6 of Mediacom LLC's interim financials.

(b) Represents increase to historical depreciation and amortization expense as a result of a preliminary allocation of the Triax and Zylstra purchase price and other costs:

Triax and Zylstra	Estimated Fair Values	Asset Life	Pro Forma Expense
Property, plant and equipment................	$297,558	7	$ 42,508
Franchise costs..............................	227,964	15	15,198
Subscriber lists.............................	236,990	5	47,398
Deferred financing costs.....................	6,800	8.5	800
Other acquisition costs......................	3,900	15	260
Annualized pro forma depreciation and amortization (A)............................			106,164
Pro forma depreciation and amortization--Nine months ended September 30, 1999 (A multiplied by 75%).......................			79,624
Historical--Triax and Zylstra................			(54,520)
Increase to depreciation and amortization....			$ 25,104

(c) Represents increase to interest expense due to incremental indebtedness arising from our acquisitions of the Triax and Zylstra systems and our 7 7/8% senior note offering and decrease to interest expense arising from our repayment of the unsecured senior subordinated note in the original amount of $2,800 and accrued interest. An 1/8% change in the interest rates will increase or decrease the interest expense per annum by $956 after adjusting for interest rate swap agreements. Historical interest expense of Triax and Zylstra has been eliminated, as we have not assumed their debt obligations.

	Principal	Interest Rate	Pro Forma Expense
Subsidiary credit facilities..............	$814,550	7.34%	$59,788
8 1/2% senior notes.......................	200,000	8.50	17,000
7 7/8% senior notes.......................	125,000	7.88	9,850
Pro forma interest expense (A)............			86,638
Pro forma interest expense--Nine months ended September 30, 1999 (A multiplied by 75%)....................................			64,979
Historical interest expense...............			(45,477)
Increase to interest expense..............			$19,502

(d) Represents elimination of other income of Zylstra.

(e) The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement. The amended agreements provide for management fees equal to 2% of annual gross revenues. No adjustment has been made to the unaudited pro forma consolidated statement of operations for a $628,000 expense associated with the amendments to the management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC. We have not adjusted management fee expense for the Triax and Zylstra systems.

Mediacom LLC revenues	$113,230
2% of revenues	2,265
Historical Mediacom LLC management fees	(5,150)
Decrease to management fee expense	$ (2,885)

(f) Represents elimination of management fees paid to Mediacom Management for management services rendered to our operating subsidiaries. Mediacom Management utilized these fees to compensate its employees as well as to fund its corporate overhead. The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement. The amended agreements provide for management fees equal to 2% of annual gross revenues. Each of the management agreements will be terminated upon completion of this offering. At that time, Mediacom Management's employees will become our employees and its corporate overhead will become our corporate overhead. These expenses will be reflected as our corporate expense, which we estimate will amount to approximately 2% of our annual gross revenues.

The number of employees and their salaries included in corporate expense will be the same before and after they become our employees.

(g) Represents decrease to interest expense arising from the repayment of $327,075 of outstanding indebtedness under our subsidiary credit facilities with the net proceeds of this offering. An 1/8% change in the interest rates will increase or decrease the interest expense per annum by $547 after adjusting for interest rate swap agreements.

	Principal	Interest Rate	Pro Forma Expense
Subsidiary credit facilities	$487,475	6.80%	$ 33,148
8 1/2% senior notes	200,000	8.50	17,000
7 7/8% senior notes	125,000	7.88	9,850
Pro forma interest expense after offering (A)			59,998
Pro forma interest expense after offering--Nine months ended September 30, 1999 (A multiplied by 75%)			44,999
Pro forma interest expense prior to offering			(64,979)
Decrease to interest expense			$(19,980)

(h) No provision has been made in the unaudited pro forma consolidated statement of operations for federal, state or local income taxes because Mediacom LLC is a limited liability company and its members are required to report their share of income or loss in their respective income tax returns. After the completion of this offering and the exchange of membership interests in Mediacom LLC for shares of our common stock, our results will be included in our corporate tax returns. However, due to our pro forma consolidated net loss, no income tax benefit has been reflected.

Unaudited Pro Forma Consolidated Statement of Operations

For the Year Ended December 31, 1998
(dollars in thousands, except per share data)

	Mediacom LLC (historical)	Adjustments	Subtotal	Triax (historical)	Zylstra (historical)	Acquisition Adjustments	Other Adjustments
Statement of Operations Data:							
Revenues........	$129,297	$ 6,888 (b)	$136,185	$119,669	$4,970	$ 11,434 (e)	$ --
Costs and expenses:							
Service costs...	43,849	2,803 (b)	46,652	38,496	1,883	3,897 (e)	--
Selling, general and administrative expenses.......	25,596	2,274 (b)	27,870	20,846	747	1,892 (e)	--
Management fee expense........	5,797	7 (b)	5,804	4,048	482	--	(3,080)(h)
Corporate expense........	--	--	--	--	--	--	--
Depreciation and amortization...	65,793	3,090 (c)	68,883	65,391	279	40,494 (f)	--
Operating (loss) income.........	(11,738)	(1,286)	(13,024)	(9,112)	1,579	(34,849)	3,080
Interest expense (income), net..	23,994	2,769 (d)	26,763	29,358	(51)	32,989 (g)	--
Other expenses..	4,058	--	4,058	--	--	--	--
Provision (benefit) for income taxes..........							
Net (loss) income.........	$(39,790)	$(4,055)	$(43,845)	$(38,470)	$1,630	$(67,838)	$3,080
Pro forma basic and diluted net loss per share(a).......							
Pro forma weighted average of common shares outstanding....							

	Subtotal	Offering Adjustments	Total
Statement of Operations Data:			
Revenues........	$ 272,258	$ --	$ 272,258
Costs and expenses:			
Service costs...	90,928	--	90,928
Selling, general and administrative expenses.......	51,355	--	51,355
Management fee expense........	7,254	(7,254)(i)	--
Corporate expense........	--	7,254 (i)	7,254
Depreciation and amortization...	175,047	--	175,047
Operating (loss) income.........	(52,326)	--	(52,326)
Interest expense (income), net..	89,059	(29,204)(j)	59,855
Other expenses..	4,058	--	4,058
Provision (benefit) for income taxes..........		-- (k)	--
Net (loss) income.........	$(145,443)	$29,204	$ (116,239)
Pro forma basic and diluted net loss per share(a).......			$ (1.29)
Pro forma weighted average of			

common shares outstanding....	90,000,000

See accompanying notes to unaudited pro forma consolidated statement of operations.

For the Year Ended December 31, 1998
(dollars in thousands, except per share data)

For purposes of determining the pro forma effects of the transactions described above on the historical consolidated statement of operations of Mediacom LLC for the year ended December 31, 1998, the following adjustments have been made:

(a) Pro forma basic and diluted loss per share is calculated based on 90,000,000 shares of common stock. The number of shares of common stock reflects the 40,977,562 Class A shares and 29,022,438 Class B shares issued to effect the exchange of membership interests of Mediacom LLC and the 20,000,000 Class A shares that will be issued in this offering. Upon completion of this offering, options to purchase our common stock will be issued to certain employees with an exercise price equal to the public offering price. Accordingly, these stock options have no effect on the pro forma loss per share amounts.

No adjustment has been made to the unaudited pro forma consolidated statement of operations for a one-time $9,302 non-recurring, non-cash compensation charge associated with a grant of vested and non-forfeitable equity interests, based on an initial public offering price of $17.50 per share, by an existing member of Mediacom LLC to certain members of our management team as further discussed in note 6 of Mediacom LLC's interim financials.

(b) The table below represents actual revenues, service costs, and selling, general and administrative expenses and management fee expense of certain cable systems owned by:

- Jones Intercable, Inc., referred to as Clearlake, and acquired on January 9, 1998;
- Cablevision Systems Corporation in various states, referred to as Cablevision, and acquired on January 23, 1998; and
- Cablevision Systems Corporation, referred to as Caruthersville, and acquired on October 1, 1998.

These amounts were recognized prior to our acquisition of such cable systems.

	Clearlake	Cablevision	Caruthersville	Total
Revenues....................	$ 133	$ 5,603	$ 1,152	$ 6,888
Service costs..............	152	2,272	379	2,803
Selling, general and administrative expenses...	139	1,839	296	2,274
Management fee expense.....	7	--	--	7

(c) Represents historical depreciation and amortization of the Cablevision, Clearlake and Caruthersville systems recognized prior to the respective dates of acquisition and additional depreciation and amortization related to the step-up in value of the systems based on the final allocation of their purchase price. See note 3 of the historical consolidated financial statements of Mediacom LLC for the year ended December 31, 1998.

(d) Represents increase to interest expense due to incremental indebtedness arising from our acquisition of the Clearlake, Cablevision and Caruthersville systems and our 8 1/2% senior note offering. An 1/8% change in the interest rates will increase or decrease the interest expense per annum by $106 after adjusting for interest rate swap agreements.

	Principal	Interest Rate	Pro Forma Expense
Subsidiary credit facilities	$134,425	7.03%	$ 9,450
8 1/2% senior notes	200,000	8.50	17,000
Unsecured senior subordinated note	3,480	9.00	313
Pro forma interest expense			26,763
Historical--Mediacom LLC			(23,994)
Increase to interest expense			$ 2,769

(e) The table below represents historical revenues, service costs, and selling, general and administrative expenses of the Jones systems and the Marcus systems, recognized prior to the respective dates of acquisition by Triax. These systems were acquired by Triax on June 30, 1998 and September 30, 1998, for $22.8 million and $60.8 million, respectively. See note 3 to the historical financial statements of Triax for the year ended December 31, 1998.

	Jones	Marcus	Total
Revenues	$2,920	$8,514	$11,434
Service costs	936	2,961	3,897
Selling, general and administrative expenses	702	1,190	1,892

(f) Represents increase to historical depreciation and amortization as a result of a preliminary allocation of the Triax and Zylstra purchase price and other costs:

Triax and Zylstra	Estimated Fair Values	Asset Life	Pro Forma Expense
Property, plant and equipment	$297,558	7	$ 42,508
Franchise costs	227,964	15	15,198
Subscriber lists	236,990	5	47,398
Deferred financing costs	6,800	8.5	800
Other acquisition costs	3,900	15	260
Pro forma depreciation and amortization			106,164
Historical--Triax and Zylstra			(65,670)
Increase to depreciation and amortization			$ 40,494

(g) Represents increase to interest expense due to incremental indebtedness arising from our acquisitions of the Triax and Zylstra systems, our 8 1/2% senior note offering and our 7 7/8% senior note offering and decrease to interest expenses arising from our repayment of the unsecured senior subordinated note in the original amount of $2,800 and accrued interest. An 1/8% change in the interest rates will increase or decrease the interest expense per annum by $911 after adjusting for interest rate swap agreements. Historical interest expense of Triax and Zylstra has been eliminated, as we have not assumed their debt obligations.

	Principal	Interest Rate	Pro Forma Expense
Subsidiary credit facilities	$778,580	7.99%	$ 62,209
8 1/2% senior notes	200,000	8.50	17,000
7 7/8% senior notes	125,000	7.88	9,850
Pro forma interest expense			89,059
Pro forma--Mediacom LLC			(26,763)
Historical--Triax and Zylstra			(29,307)
Increase to interest expense			$ 32,989

(h) The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement. The amended agreements provide for management fees equal to 2% of annual gross revenues. No adjustment has been made to the unaudited pro forma consolidated statement of operations for a $628,000 expense associated with the amendments to the management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC. We have not adjusted management fee expense for the Triax and Zylstra systems.

Mediacom LLC revenues..	$136,185
2% of revenues..	2,724
Historical Mediacom LLC management fees.......................	(5,804)
Decrease to management fee expense...........................	$ (3,080)

(i) Represents elimination of management fees paid to Mediacom Management for management services rendered to our operating subsidiaries. Mediacom Management utilized these fees to compensate its employees as well as to fund its corporate overhead. The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement. The amended agreements provide for management fees equal to 2% of annual gross revenues. Each of the management agreements will be terminated upon completion of this offering. At that time, Mediacom Management's employees will become our employees and its corporate overhead will become our corporate overhead. These expenses will be reflected as our corporate expense, which we estimate will amount to approximately 2% of our annual gross revenues.

The number of employees and their salaries included in corporate expense will be the same before and after they become our employees.

(j) Represents decrease to interest expense arising from the repayment of $327,075 of outstanding indebtedness under our subsidiary credit facilities with the net proceeds of this offering. An 1/8% change in the interest rates will increase or decrease the interest expense per annum by $502 after adjusting for interest rate swap agreements.

	Principal	Interest Rate	Pro Forma Expense
Subsidiary credit facilities..............	$451,505	7.31%	$ 33,005
8 1/2% senior notes........................	200,000	8.50	17,000
7 7/8% senior notes........................	125,000	7.88	9,850
Pro forma interest expense after offering..			59,855
Pro forma interest expense prior to offering.................................			(89,059)
Decrease to interest expense..............			$(29,204)

(k) No provision has been made in the unaudited pro forma consolidated statement of operations for federal, state or local income taxes because Mediacom LLC is a limited liability company and its members are required to report their share of income or loss in their respective income tax returns. After the completion of this offering and the exchange of membership interests in Mediacom LLC for shares of our common stock, our results will be included in our corporate tax returns. However, due to our pro forma consolidated net loss, no income tax benefit has been reflected.

Unaudited Pro Forma Consolidated Balance Sheet

As of September 30, 1999
(dollars in thousands)

	Mediacom LLC (historical)	Triax (historical)	Zylstra (historical)	Adjustments	Other Adjustments	Subtotal	Offering Adjustments
Assets							
Cash and cash equivalents........	$ 3,700	$ --	$ --	$ 890 (a)	$ --	$ 4,590	$ --
Subscriber accounts receivable, net....	2,269	2,043	532	696 (a)	--	5,540	--
Prepaid expenses and other assets...	2,947	--	72	238 (a)	--	3,257	--
Inventory..........	11,606	--	--	2,000 (b)	--	13,606	--
Property, plant and equipment, net.....	286,900	168,588	4,872	124,098 (b)	--	584,458	--
Intangible assets, net................	134,768	153,604	59	315,191 (b)	--	603,622	--
Other assets, net..	12,965	7,450	--	(2,770)(c)	--	17,645	--
Total assets......	$455,155	$ 331,685	$5,535	$440,343	--	$1,232,718	$ --
Liabilities and Members'/Stockholders' Equity							
Debt...............	$377,500	$ 418,810	$ --	$343,240 (d)	$ --	$1,139,550	$(327,075)(i)
Accounts payable and accrued expenses...........	35,164	13,108	618	(9,624)(a)	--	39,266	--
Subscriber advance payments and deposits...........	1,857	782	442	1,807 (a)	--	4,888	--
Deferred income tax liability..........	--	--	--	--	--	--	1,937 (j)
Other liabilities..	--	--	--	--	--	--	--
Total liabilities......	414,521	432,700	1,060	335,423	--	1,183,704	(325,138)
Members' equity							
Capital contributions......	124,990	--	1,588	8,912 (e)	13,465 (g)	148,955	(148,955)(k)
Accumulated deficit............	(84,356)	(101,015)	2,887	96,008 (f)	(13,465)(h)	(99,941)	99,941 (k)
Total member's equity (deficit)........	40,634	(101,015)	4,475	104,920	--	49,014	(49,014)
Stockholders' equity							
Class A common stock..............							610 (l)
Class B common stock.............							290 (l)
Additional paid-in capital............							475,130 (l)
Accumulated deficit............							(101,878)(m)
Total stockholders' equity...........							374,152
Total liabilities and members'/stockholders' equity...........	$455,155	$ 331,685	$5,535	$440,343	$ --	$1,232,718	$ --

	Total
Assets	
Cash and cash equivalents........	$ 4,590
Subscriber accounts receivable, net....	5,540
Prepaid expenses and other assets...	3,257
Inventory..........	13,606
Property, plant and equipment, net.....	584,458
Intangible assets, net................	603,622
Other assets, net..	17,645
Total assets......	$1,232,718
Liabilities and	

Members'/Stockholders' Equity	
Debt	$ 812,475
Accounts payable and accrued expenses	39,266
Subscriber advance payments and deposits	4,888
Deferred income tax liability	1,937
Other liabilities	--
Total liabilities	858,566
Members' equity	
Capital contributions	--
Accumulated deficit	--
Total member's equity (deficit)	--
Stockholders' equity	
Class A common stock	610
Class B common stock	290
Additional paid-in capital	475,130
Accumulated deficit	(101,878)
Total stockholders' equity	374,152
Total liabilities and members'/stockholders' equity	$1,232,718

See accompanying notes to unaudited pro forma consolidated balance sheet.

Notes to Unaudited Pro Forma Consolidated Balance Sheet

As of September 30, 1999
(dollars in thousands)

For purposes of determining the pro forma effect of the transactions described above on the historical consolidated balance sheet of Mediacom LLC as of September 30, 1999, the following adjustments have been made:

(a) Represents elimination of cash not included in the acquisition of Triax, which was acquired on November 5, 1999, and Zylstra, which was acquired on October 15, 1999, and adjustments to working capital due to timing differences. These adjustments reflect changes in working capital as of the acquisition date as compared to working capital as of September 30, 1999 since those acquisitions were completed subsequent to September 30, 1999. Working capital as of the acquisition date was prepared jointly by the seller and us based on the most recent financial information available.

	Working Capital as of Acquisition Date	Working Capital as of September 30, 1999	Adjustments
Assets acquired:			
Cash and cash equivalents.....	$ 890	$ --	$ 890
Subscriber accounts receivable, net..............	3,271	2,575	696
Prepaid expenses and other assets.......................	310	72	238
Liabilities assumed:			
Accounts payable and accrued expenses.....................	4,102	13,726	(9,624)
Subscriber advance payments and deposits.................	3,031	1,224	1,807
Net working capital............	$(2,662)	$(12,303)	$ 9,641

(b) Represents an increase to property, plant and equipment and intangible assets as a result of our acquisitions based on a preliminary allocation of the purchase price assuming estimated fair values. Preliminary subscriber and purchase price adjustments are estimates made at the acquisition date to adjust the purchase price based on various conditions of the contract. These conditions include the number of subscribers as of the acquisition date and the amount of capital investment made to property, plant and equipment by the seller during 1999. These adjustments will be finalized approximately 120 days after the acquisition date and should not be materially different from the estimates used here. The preliminary subscriber adjustment is allocated to intangibles as it relates directly to subscriber lists. The preliminary purchase price adjustment of $4,282 is allocated to property, plant and equipment, primarily since it relates to the amount of capital investment not made by the seller. The remaining preliminary purchase price adjustment of $168 is allocated to intangibles since it represents direct costs of the acquisition.

			Estimated Fair Values	
	Purchase Price	Other Net Assets	Property, Plant and Equipment	Intangibles
Original Triax purchase price.......................	$740,100	$ --	$ 296,040	$444,060
Original Zylstra purchase price.......................	19,500	--	7,800	11,700
Preliminary subscriber adjustment..................	9,026	--	--	9,026
Preliminary purchase price adjustment..................	(4,114)	--	(4,282)	168
Property, plant and equipment reclassified as inventory...	--	2,000	(2,000)	--
Net working capital	(2,662)	(2,662)	--	--
Subtotal.....................	761,850	(662)	297,558	464,954
Closing costs................	3,900	--	--	3,900
Total acquisition costs......	$765,750	$ (662)	297,558	468,854
Historical amounts...........			(173,460)	(153,663)
Increase.....................			$ 124,098	$315,191

(c) Represents adjustment to other assets in connection with:

- incurrence of $6,800 in closing costs in connection with our subsidiary credit facilities;
- elimination of unamortized deferred financing costs of $2,120 related to our former credit facilities; and
- elimination of unamortized deferred loan costs and other costs of Triax of $7,450.

(d) Represents the following adjustments to debt related to our acquisitions of the Triax and Zylstra systems:

Proceeds from our subsidiary credit facilities	$ 814,550
Repayment of our former subsidiary credit facilities	(52,500)
Elimination of Triax and Zylstra debt	(418,810)
Increase to debt	$ 343,240

(e) Represents adjustments to capital contributions in connection with:

- the elimination of Triax and Zylstra contributed capital accounts of $1,588; and
- additional capital contributions to Mediacom LLC by its members of $10,500.

(f) Represents adjustments to accumulated deficit in connection with:

- the elimination of Triax and Zylstra accumulated deficit of $98,128; and
- the write-off of unamortized deferred financing costs related to our former credit facilities of $2,120.

(g) Represents the following adjustments to capital contributions in connection with:

- a grant of additional membership interest by an existing member of $25,100 associated with amendments to the management agreements with Mediacom Management; and
- a grant of additional membership interests of $24,611 by an existing member of Mediacom LLC to certain members of our management team, offset by the deferred compensation in the amount of $11,774 for the nonvested and forfeitable portion of the equity interests, based on an initial public offering price of $17.50 per share, by an existing member of Mediacom LLC to certain members of our management team as further discussed in note 6 of Mediacom LLC's interim financials.

(h) Represents adjustments to accumulated deficit in connection with:

- a $628,000 expense associated with amendments to the management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC; and
- a one-time $12,837 non-recurring, non-cash compensation charge associated with the vested portion of a grant of equity interest by an existing member of Mediacom LLC to certain members of our management team as further discussed in note 6 of Mediacom LLC's interim financials.

(i) Represents the repayment of outstanding indebtedness under subsidiary credit facilities with the net proceeds of this offering.

(j) Represents the recognition of a one-time $1,937 non-recurring, non-cash charge to record a net deferred tax liability as of September 30, 1999 that will be recognized upon the exchange of membership interests in Mediacom LLC for shares of our common stock.

(k) Reflects the elimination of members' equity upon the exchange of membership interests for shares of our common stock.

(l) Represents adjustments to stockholders' equity in connection with:

- the issuance of 40,977,562 shares of Class A common stock, based upon an initial public offering price of $17.50 per share, and 29,022,438 shares of Class B common stock, based upon an initial public offering price of $17.50 per share, upon the exchange of membership interests in Mediacom LLC for shares of our common stock; and

- the issuance and sale of 20,000,000 shares of Class A common stock in this offering at an initial public offering price of $17.50 per share.

(m) Reflects the following assumptions:

- reclassification of accumulated deficit to stockholders' equity from members' equity; and

- recognition of a one-time $1,937 non-recurring, non-cash charge to record a net deferred tax liability as of September 30, 1999 that will be recognized upon the exchange of membership interests in Mediacom LLC for shares of our common stock.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL AND OPERATING DATA

In the table below, we provide you with:

- selected historical financial data for the years ended December 31, 1994 and 1995 and for the period from January 1, 1996 through March 11, 1996, and balance sheet data as of December 31, 1994 and 1995, and March 11, 1996, which are derived from the audited financial statements of Benchmark Acquisition Fund II Limited Partnership, which is our predecessor company;

- selected historical consolidated financial and operating data for the period from the commencement of our operations on March 12, 1996 to December 31, 1996 and for the years ended December 31, 1997 and 1998, and balance sheet data as of December 31, 1996, 1997 and 1998, which are derived from and should be read in conjunction with the audited consolidated financial statements of Mediacom LLC included elsewhere in this prospectus; and

- selected historical consolidated financial and operating data for the nine months ended September 30, 1998 and 1999, and balance sheet data as of September 30, 1998 and 1999, which are derived from and should be read in conjunction with the unaudited consolidated financial statements of Mediacom LLC included elsewhere in this prospectus.

We commenced operations on March 12, 1996 with the acquisition of a cable system from Benchmark Acquisition Fund II Limited Partnership and have since completed eight additional acquisitions as of September 30, 1999. The historical results of operations of the systems acquired have been included from their respective dates of acquisition to the end of the period presented.

In our opinion, the unaudited interim financial statements have been prepared on the same basis as the audited financial statements and include all adjustments, which consist only of normal recurring adjustments, necessary to present fairly the financial position and the results of operations for the interim periods. Financial and operating results for the nine months ended September 30, 1999 are not necessarily indicative of the results that may be expected for the full year.

We were formed as a limited liability company in July 1995 and commenced our operations on March 12, 1996. Accordingly, since that time, our taxable income or loss has been included in the federal and certain state income tax returns of our members. Upon completion of this offering, we will become subject to the provisions of Subchapter C of the Internal Revenue Code. As a C corporation, we will be fully subject to the federal, state and local income taxes.

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

Selected Historical Consolidated Financial and Operating Data

	Predecessor			Mediacom LLC				
							Nine Months Ended September 30,	
	Year Ended December 31, 1994	Year Ended December 31, 1995	January 1 Through March 11, 1996	March 12 Through December 31, 1996	Year Ended December 31, 1997	Year Ended December 31, 1998	1998	1999
							(Unaudited)	
	(dollars in thousands, except per share and per subscriber data)							
Statement of Operations Data:								
Revenues............	$ 5,075	$ 5,171	$1,038	$ 5,411	$ 17,634	$ 129,297	$ 94,374	$ 113,230
Costs and expenses:								
Service costs.......	1,322	1,536	297	1,511	5,547	43,849	32,873	36,571
Selling, general and administrative expenses............	1,016	1,059	222	931	2,696	25,596	18,101	21,816
Management fee expense(1)..........	252	261	52	270	882	5,797	4,340	5,150
Depreciation and amortization........	4,092	3,945	527	2,157	7,636	65,793	44,338	66,154
Operating income (loss)..............	(1,607)	(1,630)	(60)	542	873	(11,738)	(5,278)	(16,461)
Interest expense, net(2)..............	878	935	201	1,528	4,829	23,994	17,786	20,577
Other expenses......	--	--	--	967	640	4,058	3,838	979
Net loss............	$(2,485)	$(2,565)	$ (261)	$ (1,953)	$ (4,596)	$ (39,790)	$ (26,902)	$ (38,017)
Pro forma provision (benefit) for income taxes(3)............						--		--
Pro forma net loss(4).............						$ (39,790)		$ (38,017)
Pro forma basic and diluted net loss per share(5)............						$ (0.57)		$ (0.54)
Pro forma weighted average common shares outstanding..						70,000,000		70,000,000
Balance Sheet Data (end of period):								
Total assets........	$11,755	$ 8,149		$ 46,560	$102,791	$ 451,152	$ 447,666	$ 455,155
Total debt..........	13,294	12,217		40,529	72,768	337,905	317,398	377,500
Total members' equity.............	(2,003)	(4,568)		4,537	24,441	78,651	91,539	40,634
Other Data:								
System cash flow(6).............	$ 2,737	$ 2,576	$ 519	$ 2,969	$ 9,391	$ 59,852	$ 43,400	$ 54,843
System cash flow margin(7)...........	53.9%	49.8%	50.0%	54.9%	53.3%	46.3%	46.0%	48.4%
EBITDA(8)...........	$ 2,485	$ 2,315	$ 467	$ 2,699	$ 8,509	$ 54,055	$ 39,060	49,693
EBITDA margin(9)....	49.0%	44.8%	45.0%	49.9%	48.3%	41.8%	41.4%	43.9%
Net cash flows from operating activities..........	$ 1,395	$ 1,478	$ 226	$ 237	$ 7,007	$ 53,556	$ 47,796	$ 29,795
Net cash flows used in investing activities..........	(552)	(261)	(86)	(45,257)	(60,008)	(397,085)	(372,452)	(60,632)
Net cash flows (used in) from financing activities..........	(919)	(1,077)	--	45,416	53,632	344,714	324,597	32,325
Operating Data (end of period, except average):								
Homes passed(10)....				38,749	87,750	520,000	512,000	525,000
Basic subscribers(11).....				27,153	64,350	354,000	348,000	358,000
Basic penetration(12).....				70.1%	73.3%	68.1%	68.0%	68.2%
Premium service units(13)...........				11,691	39,288	407,100	387,100	396,500
Premium penetration(14).....				43.1%	61.1%	115.0%	111.2%	110.8%
Average monthly revenues per basic subscriber(15)......							$32.14	$35.34

(notes on following page)

Notes to Selected Historical Consolidated Financial and Operating Data

(1) Represents fees paid to Mediacom Management for management services rendered to our operating subsidiaries. Mediacom Management utilizes these fees to compensate its employees as well as to fund its corporate overhead. The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement. The amended agreements provide for management fees equal to 2% of annual gross revenues. Each of the management agreements will be terminated upon the completion of this offering. At that time, Mediacom Management's employees will become our employees and its corporate overhead will become our corporate overhead. These expenses will be reflected as our corporate expense, which we estimate will amount to approximately 2% of our annual gross revenues.

(2) Net of interest income. Interest income for the periods presented is not material.

(3) Represents an income tax provision (benefit) assuming the exchange of membership interests in Mediacom LLC for shares of our common stock. We have operating losses for the periods presented and have not reflected any tax benefit for such losses.

(4) Pro forma net loss does not include a $628,000 expense associated with the amendments to our management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC and one-time $9.3 million and $12.8 million non-recurring, non-cash compensation charges associated with a grant of equity interests by an existing member of Mediacom LLC to certain members of our management team for the year ended December 31, 1998 and the nine months ended September 30, 1999, respectively. See note 6 of Mediacom LLC's interim financials for further discussion.

(5) Pro forma basic and diluted loss per share is calculated based on 70,000,000 shares of common stock. The number of shares of common stock reflects the 40,977,562 Class A shares and 29,022,438 Class B shares issued to effect the exchange of membership interests of Mediacom LLC as if these shares were outstanding for all periods presented and excludes the shares that will be issued in this offering. The shares issued to effect the exchange for the membership interests are based upon the relative ownership percentages of membership interests in Mediacom LLC immediately prior to the completion of this offering and are based on an initial public offering price of $17.50 per share.

(6) Represents EBITDA, as defined in note 8 below, before management fee expense. 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.

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

(8) Represents operating income (loss) before depreciation and amortization. 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.

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

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

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

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

(13) Represents the number of subscriptions to premium services. A subscriber may purchase more than one premium service, each of which is counted as a separate premium service unit. For the nine months ended September 30, 1999, premium service units reflect the Disney Channel being moved from a premium service to the basic programming packages in several of our cable systems.

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

(15) Represents average monthly revenues for the period divided by average monthly basic subscribers for such period. This measurement is commonly used in the cable television industry to analyze and compare cable companies on the basis of operating performance.

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

Introduction

We materially expanded our business in 1997 and 1998 through acquisitions. The acquisitions of the Zylstra and Triax systems in October and November 1999 together doubled the number of our basic subscribers. All acquisitions have been accounted for under the purchase method of accounting and, therefore, our historical results of operations include the results of operations for each acquired system, other than the Zylstra and Triax systems, subsequent to its respective acquisition date. As such, we do not believe the discussion and analysis of our historical financial condition and results of operations set forth below are indicative nor should they be relied upon as an indicator of our future performance.

General

Our revenues are primarily attributable to monthly subscription fees charged to basic subscribers for our basic and premium cable television programming services.

- Basic revenues consist of monthly subscription fees for all services other than premium programming and also include monthly charges for customer equipment rental and installation fees.

- Premium revenues consist of monthly subscription fees for programming provided on a per channel basis or as part of premium service packages.

- Other revenues represent pay-per-view charges, late payment fees, advertising revenues 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.

The following table sets forth for the periods indicated the percentage of our total revenues attributable to the sources indicated:

	Period From March 12, 1996 to December 31, 1996	Year Ended December 31, 1997	Year Ended December 31, 1998	Nine Months Ended September 30, 1998	Nine Months Ended September 30, 1999
Basic revenues	80.0%	81.0%	80.0%	80.0%	81.0%
Premium revenues	8.0	9.0	15.0	15.0	13.0
Other revenues	12.0	10.0	5.0	5.0	6.0
Total revenues	100.0%	100.0%	100.0%	100.0%	100.0%

For the nine months ended September 30, 1999, for each of the past two years and for the period ended December 31, 1996, we generated significant increases in revenues as a result of our acquisition activities, increases in monthly revenues per basic subscriber and internal subscriber growth.

Our operating expenses consist of service costs and selling, general and administrative expenses directly attributable to our cable systems. Service costs include fees paid to programming suppliers, expenses related to copyright fees, wages and salaries of technical personnel and plant operating costs. Programming fees have historically increased at rates in excess of inflation due to increases in the number of programming services we have offered and improvements in the quality of programming. We believe that under the Federal Communication Commission's existing cable rate regulations, we will be able to increase our rates for cable television services to more than cover any increases in the costs of programming. However, competitive factors may limit our ability to increase our rates. We benefit from our membership in a cooperative of cable television companies which serve over twelve million basic subscribers, which provides its members with significant volume discounts from programming suppliers and cable equipment vendors. Selling, general and administrative expenses directly attributable to our cable television systems include wages and salaries for customer service and administrative personnel, franchise fees and expenses related to billing, marketing, bad debt, advertising sales and office administration.

Mediacom Management provides management services to the operating subsidiaries of Mediacom LLC and receives annual management fees. Until November 19, 1999, management fees ranged from 4.0% to 5.0% of our annual gross revenues. The management agreements with Mediacom Management were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement to provide for annual management fees equal to 2.0% of annual gross revenues. Also, Mediacom Management received an acquisition fee ranging from 0.5% to 1.0% of the purchase price of acquisitions made by Mediacom LLC and such fees are included in other expenses. Mediacom Management utilizes these fees to compensate its employees as well as to fund its corporate overhead. Mediacom Management has agreed to waive all management fees accrued from July 1, 1999 through November 19, 1999, and to waive the acquisition fees related to the acquisitions of the Triax and Zylstra systems. Each of the management agreements will be terminated upon the completion of this offering. At that time, Mediacom Management's employees will become our employees and its corporate overhead will become our corporate overhead. These expenses will be reflected as our corporate expense, which we estimate will amount to approximately 2% of our annual gross revenues. Also, in accordance with the amendment to Mediacom LLC's operating agreement, no further acquisition fees will be payable.

On November 19, 1999, we recorded a one-time $12.5 million non-recurring, non-cash charge associated with the amendments to our management agreements with Mediacom Management, for which additional membership interests will be issued to an existing member of Mediacom LLC, and a one-time $13.5 million non-recurring, non-cash compensation charge associated with a grant of vested and nonforfeitable equity interests, based on an initial public offering price of $17.50 per share, by an existing member of Mediacom LLC to certain members of our management team. In addition, we recorded deferred compensation of $11.1 million on November 19, 1999 relating to nonvested and forfeitable membership interests granted by the existing member of Mediacom LLC to these members of our management team, which will be recorded as a non-cash compensation charge over a period of five to eight years.

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

EBITDA represents operating income (loss) before depreciation and amortization. EBITDA:

- is not intended to be a performance measure that should be regarded as an alternative either to operating income or net income as an indicator of operating performance or 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 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.

Results of Operations

Nine Months Ended September 30, 1999 Compared to Nine Months Ended September 30, 1998

The following historical information for the nine months ended September 30, 1999 and 1998 includes the results of operations of the Clearlake system, which was acquired on January 9, 1998, the Cablevision systems, which were acquired on January 23, 1998, and the Caruthersville system, which was acquired on October 1, 1998, only for that portion of the respective period that such cable television systems were owned by us.

Revenues. Revenues increased 20.0% to approximately $113.2 million for the nine months ended September 30, 1999, as compared to approximately $94.4 million for the nine months ended September 30, 1998, primarily as a result of:

- an increase in the average monthly basic service rate of $3.01 per basic subscriber;

- the inclusion of the results of operations of the cable television systems acquired by us during the nine months ended September 30, 1998 for the full nine-month period in 1999; and

- internal basic subscriber growth of 1.8%, excluding the acquisition of the Caruthersville system.

Service costs. Service costs increased 11.2% to approximately $36.6 million for the nine months ended September 30, 1999, as compared to approximately $32.9 million for the nine months ended September 30, 1998. Our ownership of the Clearlake, Cablevision and Caruthersville systems for the full nine-month period in 1999 accounted for 74.1% of this increase. The remaining 25.9% of this increase is due principally to higher programming costs. As a percentage of revenues, service costs were 32.3% for the nine months ended September 30, 1999, as compared to 34.8% for the nine months ended September 30, 1998 due to revenues increasing at a faster rate than service costs for the 1999 period.

Selling, general and administrative expenses. Selling, general and administrative expenses increased 20.5% to approximately $21.8 million for the nine months ended September 30, 1999, as compared to approximately $18.1 million for the nine months ended September 30, 1998. Our ownership of the Clearlake, Cablevision and Caruthersville systems for the full nine-month period in 1999 accounted for 38.2% of this increase in selling, general and administrative expenses. The remaining 61.8% of this increase is primarily due to increased marketing costs associated with the promotion of new programming services and increased personnel expenses. As a percentage of revenues, selling, general and administrative expenses were 19.3% for the nine months ended September 30, 1999, as compared to 19.2% for the nine months ended September 30, 1998.

Management fee expense. Management fee expense increased 18.7% to approximately $5.2 million for the nine months ended September 30, 1999, as compared to approximately $4.3 million for the nine months ended September 30, 1998, due to the higher revenues generated in the 1999 period.

Depreciation and amortization. Depreciation and amortization increased 49.2% to approximately $66.2 million for the nine months ended September 30, 1999, as compared to approximately $44.3 million for the nine months ended September 30, 1998. This increase was substantially due to our purchase of the Clearlake, Cablevision and Caruthersville systems in 1998 and additional capital expenditures associated with the upgrade of our systems.

Operating income (loss). Due to the factors described above, we generated an operating loss of approximately $16.5 million for the nine months ended September 30, 1999, as compared to an operating loss of approximately $5.3 million for the nine months ended September 30, 1998.

Interest expense, net. Interest expense, net, increased 15.7% to approximately $20.6 million for the nine months ended September 30, 1999, as compared to approximately $17.8 million for the nine months ended

September 30, 1998. This increase was substantially due to higher average debt outstanding during the 1999 period as a result of the debt incurred in connection with the purchase of the Clearlake, Cablevision and Caruthersville systems.

Other expenses. Other expenses decreased 74.5% to approximately $979,000 for the nine months ended September 30, 1999, as compared to approximately $3.8 million for the nine months ended September 30, 1998. This decrease was principally due to acquisition fees paid to Mediacom Management in the 1998 period in connection with the acquisition of the Clearlake and Cablevision systems.

Net loss. Due to the factors described above, we generated a net loss of approximately $38.0 million for the nine months ended September 30, 1999, as compared to a net loss of approximately $26.9 million for the nine months ended September 30, 1998.

EBITDA. EBITDA increased 27.2% to approximately $49.7 million for the nine months ended September 30, 1999, as compared to approximately $39.1 million for the nine months ended September 30, 1998. This increase was substantially due to the reasons noted above. As a percentage of revenues, EBITDA increased to 43.9% for the nine months ended September 30, 1999, as compared to 41.4% for the nine months ended September 30, 1998.

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

The following historical information for the years ended December 31, 1998 and 1997 includes the results of operations of the Lower Delaware system, which was acquired on June 24, 1997, the Sun City system, which was acquired on September 19, 1997, the Clearlake system, which was acquired on January 9, 1998, the Cablevision systems, which were acquired on January 23, 1998, and the Caruthersville system, which was acquired on October 1, 1998, only for that portion of the respective period that such cable television systems were owned by us.

The Cablevision, Caruthersville, Clearlake, Lower Delaware and Sun City systems comprise a substantial portion of our basic subscribers. At December 31, 1998, these systems served 328,350 basic subscribers, representing 92.8% of the 354,000 subscribers served by us as of such date. Accordingly, the Cablevision, Caruthersville, Clearlake, Lower Delaware and Sun City systems have had a significant impact on the results of operations for the year ended December 31, 1998, compared to the prior year. Consequently, we believe that any comparison of our results of operations between the years ended December 31, 1998 and 1997 are not indicative of our results of operations in the future.

Revenues. Revenues increased to approximately $129.3 million for the year ended December 31, 1998, as compared to approximately $17.6 million for the prior year principally due to:

- the inclusion of the results of operations of the Lower Delaware and Sun City systems for the full year ended December 31, 1998;

- the inclusion of the results of operations of the Clearlake, Cablevision and Caruthersville systems from their respective acquisition dates;

- an increase in the average monthly basic service rate of $3.34 per basic subscriber; and

- internal basic subscriber growth of 2.5%.

Service costs. Service costs increased to approximately $43.8 million for the year ended December 31, 1998, as compared to approximately $5.5 million for the prior year. Substantially all of this increase was due to the inclusion of the results of operations of the Cablevision, Caruthersville, Clearlake, Lower Delaware and Sun City systems. As a percentage of revenues, service costs were 33.9% in 1998, as compared to 31.5% in 1997.

Selling, general and administrative expenses. Selling, general and administrative expenses increased to approximately $25.6 million for the year ended December 31, 1998, as compared to approximately $2.7 million for the prior year. Substantially all of this increase was due to the inclusion of the results of operations of the

Cablevision, Caruthersville, Clearlake, Lower Delaware and Sun City systems. As a percentage of revenues, selling, general and administrative expenses were 19.8% in 1998, as compared to 15.3% in 1997.

Management fee expense. Management fee expense increased to approximately $5.8 million for the year ended December 31, 1998, as compared to approximately $882,000 for the prior year due to the higher revenues generated in 1998.

Depreciation and amortization. Depreciation and amortization increased to approximately $65.8 million for the year ended December 31, 1998, as compared to approximately $7.6 million for the prior year. This increase was substantially due to our acquisitions described above and additional capital expenditures associated with the upgrade of our systems.

Operating income (loss). Due to the factors described above, we generated an operating loss of approximately $11.7 million for the year ended December 31, 1998, as compared to operating income of approximately $873,000 for the prior year.

Interest expense, net. Interest expense, net, increased to approximately $24.0 million for the year ended December 31, 1998, as compared to approximately $4.8 million for the prior year. This increase was substantially due to the additional debt incurred in connection with the acquisitions described above.

Other expenses. Other expenses increased to approximately $4.1 million for the year ended December 31, 1998, as compared to approximately $640,000 for the prior year. This increase was substantially due to acquisition fees paid to Mediacom Management in connection with the acquisitions described above.

Net loss. Due to the factors described above, we generated a net loss of approximately $39.8 million for the year ended December 31, 1998, as compared to a net loss of approximately $4.6 million for the prior year.

EBITDA. EBITDA increased to approximately $54.1 million for the year ended December 31, 1998, as compared to approximately $8.5 million for the prior year. This increase was substantially due to the inclusion of the results of operations from the date of their acquisition by us of the Cablevision, Caruthersville, Clearlake, Lower Delaware and Sun City systems. As a percentage of revenues, EBITDA decreased to 41.8% for the year ended December 31, 1998, as compared to 48.3% for the prior year. This decrease was principally due to the higher programming costs and selling, general and administrative expenses of the Cablevision, Caruthersville, Clearlake, Lower Delaware and Sun City systems in relation to the revenues generated by such cable television systems.

Year Ended December 31, 1997 Compared to the Period from March 12, 1996 to December 31, 1996

The following historical information includes the results of operations of the Ridgecrest system, which was acquired on March 12, 1996, the date of commencement of our operations, the Kern Valley system, which was acquired on June 28, 1996, the Valley Center and Nogales systems, which were acquired on December 27, 1996, the Lower Delaware system, which was acquired on June 24, 1997, and the Sun City system, which was acquired on September 19, 1997, only for that portion of the respective period that such systems were owned by us.

Revenues. Revenues increased to approximately $17.6 million for the year ended December 31, 1997, as compared to approximately $5.4 million for the period ended December 31, 1996, principally due to the inclusion of:

- the full year of results of operations of the Ridgecrest, Kern Valley, Nogales and Valley Center systems;

- the results of operations of the Lower Delaware system from the date of its acquisition on June 24, 1997; and

- the results of operations of the Sun City system from the date of its acquisition on September 19, 1997.

Service costs. Service costs increased to approximately $5.5 million for the year ended December 31, 1997, as compared to approximately $1.5 million for the period ended December 31, 1996. Substantially all of this increase was due to the inclusion of the results of operations of Lower Delaware and Sun City systems and the full year of results of the Ridgecrest, Kern Valley, Nogales and Valley Center systems. As a percentage of revenues, service costs were 31.5% in 1997, as compared to 27.9% in 1996.

Selling, general and administrative expenses. Selling, general and administrative expenses increased to approximately $2.7 million for the year ended December 31, 1997, as compared to approximately $931,000 for the period ended December 31, 1996. Substantially all of this increase was due to the inclusion of the results of operations of the aforementioned acquisitions in 1997 and the full year of results of operations of the Ridgecrest, Kern Valley, Nogales and Valley Center systems. As a percentage of revenues, selling, general and administrative expenses were 15.3% in 1997, as compared to 17.2% in 1996.

Management fee expense. Management fee expense increased to approximately $882,000 for the year ended December 31, 1997, as compared to approximately $270,000 for the period ended December 31, 1996, due to the higher revenues generated in 1997.

Depreciation and amortization. Depreciation and amortization increased to approximately $7.6 million for the year ended December 31, 1997, as compared to approximately $2.2 million for the period ended December 31, 1996. This increase was substantially due to our acquisitions described above and additional capital expenditures associated with the upgrade of our systems.

Operating income. Due to the factors described above, we had operating income of approximately $873,000 for the year ended December 31, 1997, as compared to operating income of approximately $542,000 for the period ended December 31, 1996.

Interest expense, net. Interest expense, net, increased to approximately $4.8 million for the year ended December 31, 1997, as compared to approximately $1.5 million for the period ended December 31, 1996. This increase was principally due to the increased levels of debt incurred in connection with the Lower Delaware and Sun City systems.

Other expenses. Other expenses decreased to approximately $640,000 for the year ended December 31, 1997, as compared to approximately $967,000 for the period ended December 31, 1996. This decrease was principally due to pre-acquisition expenses recorded in 1996.

Net loss. Due to the factors described above, we generated a net loss of approximately $4.6 million for the year ended December 31, 1997, as compared to a net loss of approximately $2.0 million for the period ended December 31, 1996.

EBITDA. EBITDA increased to approximately $8.5 million for the year ended December 31, 1997, as compared to approximately $2.7 million for the prior year. This increase was substantially due to the inclusion of the results of operations from the date of their acquisition by us of the Lower Delaware and Sun City systems and the results of operations of the Ridgecrest, Kern Valley, Nogales and Valley Center systems for the full year. As a percentage of revenues, EBITDA decreased to 48.3% for the year ended December 31, 1997, as compared to 49.9% for the period ended December 31, 1996. This decrease was principally due to the higher programming costs of the cable television systems acquired during 1997 in relation to the revenues generated by such cable television systems.

Liquidity and Capital Resources

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

During the third quarter of 1998, we modified our previously disclosed five-year system upgrade program by accelerating its planned completion date to June 30, 2000. Upon completion, we anticipate that 85% of our customers, excluding the Triax and Zylstra customers, will be served by systems with 550MHz to 750MHz bandwidth capacity. Bandwidth measures the information-carrying capacity of a communication channel and indicates the range of usable frequencies that can be carried by a cable television system.

As a result of our accelerated capital improvement program, total capital expenditures were $53.7 million for the year ended December 31, 1998 and $60.2 million for the nine months ended September 30, 1999. For the year ended December 31, 1998, and for the nine months ended September 30, 1999, net cash flows from operations were $53.6 million and $29.8 million, respectively, which together with borrowings under our subsidiary credit facilities, funded such capital expenditures. We anticipate that total capital expenditures will have been approximately $85.0 million during 1999, as compared to our original plans to spend approximately $66.0 million during this fiscal year. This increase is principally due to expenditures relating to our launch of digital cable and two-way, high-speed Internet services in several of our systems and to the Triax and Zylstra systems. We intend to use net cash flows from operations and borrowings under our subsidiary credit facilities to fund these capital expenditures.

As a result of our recent acquisitions of the Triax and Zylstra systems, we have updated our capital improvement program and now expect to spend approximately $400 million over the three-year period ending December 2002, of which approximately $240 million will be invested to upgrade our cable network and approximately $160 million will be used for plant expansion, digital headends and set-top boxes, cable modems and maintenance. The Triax and Zylstra systems represent 58.0% of total capital spending in this period, including approximately $150 million of planned investments to upgrade the cable network of these systems. We expect to fund these expenditures through net cash flows from operations and additional borrowings under our subsidiary credit facilities. By December 2002, including the Triax and Zylstra systems, we anticipate:

- 91% of our basic subscribers will be served by systems with 550MHz to 750MHz bandwidth capacity and two-way communications capability, which provides for upstream and downstream communications; and

- 360 signal processing and distribution facilities, or headend facilities, will be eliminated, resulting in 90 headend facilities serving all of our basic subscribers and 40 headend facilities serving 92% of our basic subscribers.

From commencement of our operations in March 1996 through December 1998, we acquired nine cable systems for an aggregate purchase price of $432.4 million, before closing costs and adjustments. In October and November 1999, we spent $759.6 million, before closing costs and adjustments, to acquire the Triax and Zylstra systems.

To finance our acquisitions, working capital requirements and capital expenditures and to provide liquidity for future capital needs, we had completed the following financing arrangements as of January 2000:

- $200.0 million offering of our 8 1/2% senior notes due April 2008;

- $125.0 million offering of our 7 7/8% senior notes due February 2011;

- $550.0 million subsidiary credit facility expiring in September 2008;

- $550.0 million subsidiary credit facility expiring in December 2008; and

- $135.4 million of equity capital contributed by the members of Mediacom LLC.

The final maturities of our subsidiary credit facilities are subject to earlier repayment on dates ranging from June 2007 to December 2007 if we do not refinance our 8 1/2% senior notes prior to March 31, 2007.

As of January 10, 2000, we had entered into interest rate swap agreements, which expire from 2000 through 2002, to hedge $50.0 million of floating rate debt under our subsidiary credit facilities. As of such date, the weighted average interest rate on all indebtedness outstanding under our subsidiary credit facilities was 8.0%, before giving effect to these interest rate swap agreements. As of January 10, 2000, we had approximately $283.6 million of unused credit commitments.

The proceeds from this offering will reduce the indebtedness under our subsidiary credit facilities. This reduction of indebtedness will increase our existing borrowing capacity under our subsidiary credit facilities, which will fund the upgrade of our systems and future acquisitions, including our pending acquisitions. In addition, borrowings under our subsidiary credit facilities may be used for general corporate purposes, including working capital requirements.

We are regularly presented with opportunities to acquire cable systems that are evaluated on the basis of our acquisition strategy. In the second half of 1999, we signed three letters of intent to acquire cable systems serving approximately 16,200 basic subscribers for an aggregate purchase price of $30.8 million. We expect to complete the acquisitions of these systems in the second quarter of 2000, subject to the negotiation of definitive documentation and the receipt of all necessary regulatory approvals. On December 28, 1999, we entered into an agreement to acquire the cable television systems owned by Rapid Communications Partners, L.P. for a purchase price of $8.0 million. These systems serve approximately 6,300 basic subscribers. On January 18, 2000, we entered into an agreement to acquire the cable television systems owned by MidAmerican Cable Systems, L.P. for a purchase price of $8.9 million. These systems serve approximately 5,500 basic subscribers. We expect to complete these acquisitions in the second quarter of 2000, subject to the receipt of all necessary regulatory approvals. All of these cable systems are in close proximity to our systems, thereby complementing our operating clusters.

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

Recent Pronouncements

In 1998, Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," was issued. SFAS 133 establishes accounting and reporting standards requiring that every derivative instrument be recorded in the balance sheet as either an asset or liability measured at its fair value. We will adopt SFAS 133 in 2001, but have not quantified the impact or not yet determined the timing or method of the adoption.

Inflation and Changing Prices

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

Year 2000 Compliance

We have not experienced any problems with our computer systems or software products failing or malfunctioning because they were unable to distinguish 21st century dates from 20th century dates, which are generally known as Year 2000 problems. We are also not aware of any material Year 2000 problems with our suppliers or vendors. While we have not had any problems to the date of this prospectus, our one remaining worst-case business interruption would be a failure by our billing systems service provider which could result in a loss of customer records and disrupt our ability to bill customers for a protracted period of time.

During 1999 we performed Year 2000 testing on our existing hardware and software components and replaced all non-compliant components with new products which were Year 2000 compliant. As of January 10, 2000, we have not incurred material Year 2000 costs. Although no assurances can be given, we currently expect that the total projected costs associated with our Year 2000 program will be less than $350,000.

INDUSTRY

Unless otherwise specified, all cable television industry statistical data in this prospectus are from Paul Kagan Associates, Inc., a leading cable television industry publisher. The statistical data for the cable television industry discussed in this prospectus, including growth rates, may not reflect our future results.

The U.S. cable television industry is projected to pass 96.6 million homes and serve 67.3 million basic subscribers, representing a penetration of 69.7%, as of December 31, 1999. Over the past six years, the industry has experienced a compound annual growth rate of 2.7% in basic subscribers and 8.3% in total revenues. It is estimated that the annual revenues of the U.S. cable television industry will be $36.9 billion in 1999 and will grow to $66.4 billion in 2004. The following table details the projected revenues and growth rates of core cable services, digital video, high-speed data and telephony from 1999 to 2004:

	1999	2004	Compound Annual Growth Rate
	(dollars in millions)		
Core cable services(1)	$34,384	$45,892	5.9%
Digital video(2)	1,275	8,091	44.7
High-speed data	503	3,805	49.9
Telephony(3)	727	8,602	63.9
Total revenues	$36,889	$66,390	12.5%

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(1) Includes basic cable, premium services, advanced analog, local advertising, home shopping, equipment rental and installation.
(2) Includes digital video, pay-per-view, near video-on-demand, video-on-demand and other interactive services. Near video-on-demand is a pay-per-view service that allows customers to select and order a movie of their choice from a selection of movies being broadcast on several dedicated channels. Each movie is broadcast on multiple channels to offer the customer several start times for the same movie. Video-on-demand is a pay-per-view service that allows customers to select and order a movie of their choice on demand from a large library of movies.
(3) Includes business and residential.

The compound annual growth rate in revenues from core cable services is projected to slow to 5.9% as a result of increased competition in the multichannel video marketplace and lower subscriber growth rates. We believe, however, that the cable industry's higher projected total revenues growth during the next five years will be fueled by a dramatic increase in consumer awareness of and demand for new broadband services.

- Digital Video. On an industry-wide basis, 5.1 million customers are projected to subscribe to a digital cable service as of December 31, 1999. By the end of 2000, the number of digital service customers is projected to increase to 10.6 million, representing a penetration of 15.6% of basic subscribers, and to 33.6 million by 2004, representing a penetration of 47.3% of basic subscribers.

- Two-Way, High-Speed Data. We believe that cable companies currently deliver Internet services to over 200 markets throughout the United States, and over 1.6 million households are projected to receive Internet access from their cable providers as of December 31, 1999. The number of homes passed by cable systems offering high-speed, residential cable Internet services is projected to increase from 29.0 million homes in 1999 to 39.0 million homes by 2000 and to 62.9 million homes by 2004. The number of high-speed Internet service customers is expected to be 3.3 million by the end of 2000, representing a penetration of 8.5% of homes passed, and is further expected to increase to 12.7 million homes by the end of 2004, representing a penetration of 20.2% of homes passed.

- Telephony. The number of cable telephony customers is expected to be 600,000 by the end of 2000, representing a penetration of 9.0% of the marketed homes, and 9.8 million customers by 2004, representing a penetration of 25.0%.

We believe that the increase in consumer demand for and availability of new broadband services will be driven largely by the following developments:

Internet

A significant development for the cable television industry has been the emergence of the Internet as a mass medium for commerce and communications. International Data Corporation estimates that there were approximately 142 million worldwide users of the Internet at the end of 1998 and that the number of users will grow to 502 million by the end of 2003. The growth in the number of users, together with the wealth of content available on the Internet, have led to sharp increases in the daily traffic volume on the Internet. The ability of Internet service providers to attract and retain customers is largely based on their capacity to deliver content quickly and reliably. The combination of richer content and rapidly increasing volume of usage on the Internet can lengthen the time required for a user to download information over traditional telephone networks. This has caused Internet users to seek alternative providers, such as cable television operators, that have the technical infrastructure to deliver higher speeds.

Telecommunications Act of 1996

The Telecommunications Act of 1996, the first comprehensive revision of the federal telecommunications laws since 1934, has led to a sharp acceleration of the industry's evolution. Among other things, this new law intended to promote competition in the local telephone markets for the first time. Today, several of the nation's largest cable operators offer local phone service. We believe recent developments, including AT&T's purchase of Tele-Communications, Inc., AT&T's proposed purchase of MediaOne, Inc. and AT&T's proposed joint ventures with six other cable operators, will likely accelerate the pace of development of the voice telephony business for the cable industry.

Competition

Cable television operators face increasing competition from satellite, wireless and wireline competitors in the delivery of multichannel video programming. From 1993 to 1999, these alternative providers increased their market share from 3.1% to nearly 16.0% of total television households. During this same period, however, cable television's penetration of homes passed increased from 63.1% to 69.7% due to the cable industry's introduction of an array of core cable products and services, greater technical reliability of its network and the enhanced quality of its customer service which has resulted in improved customer satisfaction. In response to increasing competition and to meet the growing needs of their customers, cable operators are rapidly upgrading their broadband networks with new technologies to provide their customers with new and enhanced products and services.

Technology

Most cable operators' upgrade programs feature the use of high capacity, hybrid fiber optic coaxial architecture in their network design. 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 is the most efficient delivery medium for the connection to the home. As a result, fiber optics and advanced transmission technology has made it cost-effective for cable operators to consolidate headends to create large regional networks. This modern network architecture can provide cable customers with a wide array of enhanced video, voice and high-speed data communications possibilities. The cable television industry as a whole invested in excess of $7.7 billion in 1998 to maintain and upgrade cable networks, creating an enhanced platform for the delivery of digital television, two-way, high-speed Internet access, interactive services and telephony.

BUSINESS

Introduction

We are the ninth largest cable operator in the United States, based on customers served by wholly-owned systems after giving effect to our pending acquisitions and recently announced industry transactions. Our cable systems pass approximately 1.1 million homes and serve approximately 744,000 basic subscribers, including our pending acquisitions. We were founded in July 1995 by Rocco B. Commisso, our Chairman and Chief Executive Officer, to acquire and develop cable television systems serving principally non-metropolitan markets of the United States.

Since commencement of our operations in March 1996, we have experienced significant growth by deploying a disciplined strategy of acquiring underperforming cable systems primarily in markets with favorable demographic profiles. Through September 1999, we spent approximately $432.4 million to complete nine acquisitions of cable systems that served 358,000 basic subscribers. In October and November 1999, we acquired for approximately $759.6 million the cable systems of Triax and Zylstra that served 358,000 basic subscribers as of September 30, 1999. On a pro forma basis, in 1998 our revenues were $272.3 million, EBITDA was $122.7 million, operating loss was $52.3 million and net loss was $116.2 million. On the same basis, for the nine months ended September 30, 1999, our revenues were $218.6 million, EBITDA was $101.9 million, operating loss was $43.9 million and net loss was $89.8 million.

We also have generated strong internal growth and improved the operating and financial performance of our systems. These results have been achieved primarily through the introduction of an expanded array of core cable television products and services made possible by the rapid upgrade of our cable network. Assuming all our systems, excluding the Triax and Zylstra systems, were acquired on January 1, 1997, in 1998 our revenues grew by 13.0%, EBITDA increased by 31.9%, the EBITDA margin improved from 35.1% to 41.0% and our internal subscriber growth was 2.5%. Based on the same assumptions, for the nine months ended September 30, 1999, our revenues grew by 11.8%, EBITDA increased by 21.6%, the EBITDA margin improved from 40.4% to 43.9% and our internal subscriber growth was 1.8%. During these periods, we also experienced significant increases in operating losses and net losses.

Business Strategy

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

Improve the Operating and Financial Performance of Our Acquired Cable Systems

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

Develop Efficient Operating Clusters

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

The clustering of systems also enables us to consolidate headend facilities, resulting in lower fixed capital costs on a per home basis as we introduce new and enhanced products and services because of the larger number of customers served by a single headend facility. As a result of our clustering and upgrade program, we expect to reduce the number of our headend facilities from 450 as of September 30, 1999 to 90 by December 2002, so that 92% of our customers will be served by 40 headend facilities.

Rapidly Upgrade Our Cable Network

We are rapidly upgrading our cable network to provide new broadband products and services, improve our competitive position and increase overall customer satisfaction. By December 2002, we anticipate that 91% of our basic subscribers will be served by cable systems with 550MHz to 750MHz bandwidth capacity and two-way communications capability. As part of our upgrade program, we plan to deploy over 10,000 route miles of fiber optic cable to create large regional fiber optic networks with the potential to provide advanced telecommunications services. Our upgrade plans will allow us to:

- offer digital cable television, two-way, high-speed Internet access and interactive video;
- increase channel capacity to a minimum of 82 channels, and significantly more with digital video technology;
- activate the two-way communications capability of our systems, which will give our customers the ability to send and receive signals over our cable network;
- eliminate 360 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.

Channel capacity refers to the number of traditional video programming channels that can be carried over a communications system.

Introduce New and Enhanced Products and Services

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

Utilizing digital video technology, we are offering multiple packages of premium services, several pay-per-view channels on a near video-on-demand basis, digital music services and interactive program guides. As of December 1999, we offered digital cable services in systems passing 243,000 homes. As a result of our strategic relationship with SoftNet's ISP Channel, we expect to accelerate the deployment of two-way, high-speed Internet access throughout our systems. As of December 1999, we had deployed ISP Channel's two-way, high-speed Internet access service in systems passing over 177,000 homes. In addition, we are currently exploring opportunities in interactive video programming and telecommunications services. ISP Channel is a service mark of SoftNet Systems, Inc.

Maximize Customer Satisfaction to Build Customer Loyalty

As a result of our strong regional and local management presence, we are more responsive to customer needs and preferences and better positioned to strengthen relations with the local government authorities and the communities we serve. We seek a high level of customer satisfaction by providing superior customer service and attractively priced product and service offerings. We believe our investments in the cable network are increasing customer satisfaction as a result of a wide array of new product and service introductions, greater technical reliability and improved quality of service. We have implemented stringent internal customer service standards, which we believe meet or exceed those established by the National Cable Television Association. We have regional calling centers servicing 87% of our customers that are staffed with dedicated personnel who provide service 24 hours a day, seven days a week. We believe that our focus on customer service has enhanced our reputation in the communities we serve, which has increased customer loyalty and the potential demand for our new and enhanced products and services.

Acquire Underperforming Cable Systems Principally in Non-Metropolitan Markets

Our disciplined acquisition strategy targets underperforming cable systems serving primarily non-metropolitan markets with favorable demographic profiles. These systems are typically within the top 50 to 100 television markets and small and medium-sized communities where customers generally require cable to clearly receive a full complement of off-air television signals. Our markets have attractive demographic characteristics, including household growth rates that on average are higher than the national average. According to National Decision Systems, the projected household growth in areas served by our systems is 5.4% for the period ending 2004, exceeding the projected U.S. household growth of 5.2% for the same period. We believe that there are advantages in acquiring and operating cable systems in non-metropolitan markets, including:

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

In addition, we seek to acquire or trade for cable systems in close proximity to our existing operations because it is more cost effective to provide cable television and advanced telecommunications services over an expanded subscriber base within a concentrated geographic area. We believe that we may be able to purchase fill-in acquisitions at favorable prices in geographic regions where we are the dominant provider of cable television services. In the second half of 1999, we signed one agreement and four letters of intent to acquire cable systems serving approximately 28,000 basic subscribers located in close proximity to our systems, thereby complementing our operating clusters.

Implement a Flexible Financing Structure

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

We believe our financing strategy is beneficial because it broadens our access to various equity and debt markets, enhances our flexibility in managing our capital structure, reduces the overall cost of debt capital and permits us to maintain a substantial liquidity position in the form of unused and available subsidiary credit facilities. We intend to use the net proceeds of this offering to repay approximately $327.1 million of outstanding indebtedness under our subsidiary credit facilities. As a result, on a pro forma basis for the offering, we will reduce our financial leverage, increase our unused credit commitments to approximately $612 million and lower our overall cost of debt capital to 7.4%.

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 have begun to offer our customers new and enhanced products and services such as digital cable services and two-way, high-speed Internet access. We also are exploring opportunities in interactive video programming and telecommunications services.

Core Cable Television Services

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

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

Family Cable. Our Family Cable service includes, for an additional monthly fee, various satellite-delivered, non-broadcast channels such as CNN, MTV, USA Network, ESPN, Lifetime, Nickelodeon and TNT.

Premium Channels. These services are satellite delivered channels consisting principally of feature films, original programming, live sports events, concerts and other special entertainment features, usually presented without commercial interruption. HBO, Cinemax, Showtime, The Movie Channel and Starz are typical examples. Such premium programming services are offered by the systems both on a per-channel basis and as part of premium service packages designed to enhance customer value and to enable us to take advantage of programming agreements offering cost incentives based on premium service unit growth.

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

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

Digital Cable Services

Digital video technology is a computerized method of defining, transmitting and storing information that makes up a television signal. Digital video technology allows us to greatly increase our channel offerings through the use of compressed digital video technology, which converts one analog channel into eight to 12 digital channels. The digitally compressed signal is uplinked to a satellite, which sends the signal back down to our cable system's headend to be distributed, via optical fiber and coaxial cable, to our customer's home. A digital capable set-top box in the customer's home converts the digital signal back into an analog format so that it can be viewed on a normal television screen. We believe the implementation of digital technology has significantly enhanced and expanded the video and service offerings we provide to our customers.

We provide our digital video customers with programming packages that include:

- up to 41 multichannel premium services;
- 34 pay-per-view movie and sports channels;
- up to 45 channels of digital music; and
- an interactive on-screen program guide to help them navigate the new digital choices.

We introduced digital cable services in June 1999. To date, we have achieved a digital cable penetration of 7.4% in the two systems where digital cable services have been available since June 1999. For the month of November 1999, average per customer revenue was approximately $20.04 for our digital service. As of December 1999, we offered digital cable services in systems passing approximately 243,000 homes. We expect to rapidly introduce digital cable television in our remaining systems, including the Triax and Zylstra systems, as we upgrade our cable network and consolidate our headend facilities.

High-Speed Internet Access

We plan to introduce two-way, high-speed Internet access over our network in substantially all of our systems. The broadband cable network enables data to be transmitted up to 100 times faster than traditional telephone modem technologies. This high-speed capability allows our cable modem customer to download 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 two-way communications capability of the cable Internet connection eliminates the need for a telephone line, is always on and does not require the customer to dial into the Internet service provider and await authorization.

To ensure that inter-operable, non-proprietary cable modems are made available for purchase by customers on a retail basis, the cable industry has developed general software operating standards, known as data over cable service interface specifications. As of December 1999, thirteen cable industry vendors, including equipment manufacturers such as Cisco, General Instrument, Phillips Electronics, Samsung, Scientific-Atlanta, Sony, Thomson and Toshiba, received official certification from Cable Television Laboratories, Inc. As a result, standardized cable modems are currently available for purchase through various distribution channels including retail outlets, bundled with personal computer purchases, and directly through the cable operator. Such availability will allow customers to use these modems in different systems similar to the traditional telephone modem, and should accelerate the deployment of high-speed Internet access over cable networks.

We believe that the speed, ease of installation and ubiquity of cable modems will increase the use and impact of the Internet. Furthermore, we believe that the cable television network combined with data over cable service interface specifications is currently the best vehicle to deliver all Internet protocol services including Internet access, broadband content, streaming media and Internet protocol telephony to our customers both on the computer and to the television via a digital set-top box, even though other high-speed alternatives are being developed.

In November 1999, we completed an agreement with SoftNet to deploy its two-way, high-speed Internet access services throughout our cable systems. The service will be marketed under SoftNet's branded name, ISP Channel. ISP Channel also provides several additional services, such as the ability to dial-up from the customer's home or business, multiple computer access and Internet fax services. Through the agreement with SoftNet, we are required to upgrade our cable network to provide two-way communications capability in systems passing 900,000 homes, including the Triax and Zylstra systems, and make available such homes to SoftNet by December 2002. As of December 1999, we had deployed ISP Channel's two-way, high-speed Internet access service in systems passing over 177,000 homes. As consideration for giving SoftNet access to our customers, SoftNet issued to us 3.5 million shares of its common stock, representing a market value of approximately $82 million as of January 10, 2000. Of the issued shares, up to 90% are subject to forfeiture in the event we do not make available a specified number of two-way capable homes by certain prescribed dates.

We currently provide high-speed Internet access to approximately 300 customers through the use of one-way cable modems, which permit data to be downstreamed at high-speed while utilizing a telephone line return path. We also provide dial-up telephone Internet access to approximately 4,500 customers in two of our markets. The provision of this dial-up service creates a customer base that can be upgraded to the two-way, high-speed cable modem service in the future.

Interactive Services

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

Enhanced television includes such services as ancillary programming information, interactive advertising and impulse sales and purchases. Companies delivering enhanced television services include TV Guide Interactive, Wink Communications and Source Media. TV Guide Interactive provides the most basic enhanced television service, a navigator that permits customers to customize television program listings, set reminders and parental controls and order pay-per-view events. Wink offers viewers the opportunity to interact with the television during programs or commercials by way of flashing icons, leading them to program-related information, such as news, sports and weather, or the ability to purchase merchandise, or request product samples, coupons or catalogues. Source Media allows viewers to receive local programming and information services using a local guide and navigator with an Internet style experience.

Companies providing Internet access over the television include WebTV and WorldGate Communications. Internet access and e-mail are delivered using a set-top box with the customer using a wireless keyboard. WebTV customers buy the set-top device at retail outlets and are able to view enhanced web images on the television screen. WorldGate Communications allows a viewer watching a commercial or program on the television to link directly to a related web page and requires no purchase by the customer of the set-top box. WorldGate Communications uses the set-top boxes now being deployed by the cable industry.

Companies providing video-on-demand such as DIVA Systems Corporation and Intertainer Inc. use 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. Using a remote control, customers order programming through their set-tops that signals the server, enabling hardware and software residing at the headend facility.

While we have not entered into any agreements with any interactive service providers, we are in discussions with several such providers and will introduce interactive services to our customers in 2000.

Telecommunications Services

During the last several years, the cable industry has been developing the capability to provide telephony services. Several of the nation's largest cable operators now offer residential and/or commercial phone service. We believe recent developments, including AT&T's purchase of Tele-Communications, Inc., its proposed purchase of MediaOne, Inc. and its proposed joint ventures with six other cable operators, will likely accelerate the pace of development of the voice telephony business for the cable industry. We are exploring technologies using Internet protocol telephony as well as traditional switching technologies that are currently available to transmit telephony signals over our cable network.

Our upgrade plans include the installation of over 10,000 route miles of fiber optic cable resulting in the creation of large, high-capacity regional networks. We expect to construct our networks with excess fiber optic capacity, thereby affording us the flexibility to pursue new data and telecommunications opportunities such as:

- providing wide-area networks, which extends a local area network outside one building to other local area networks in other buildings and in possibly other cities;

- providing point-to-point data services, which is a secure circuit that directly connects two points;

- offering virtual private networks, which use a shared data network to transport private data reliably and securely;

- leasing dark fiber capacity to enable carriers to penetrate markets and bypass incumbent providers; and

- entering into strategic relationships, similar to our relationship with SoftNet, to leverage our network footprints.

Our Systems

Overview

Prior to the acquisitions of the Triax and Zylstra systems, we managed our systems through four operating regions: Southern, Mid-Atlantic, Central and Western. The table below and the discussion that follows provide an overview of selected operating and technical statistics for our four established regions and the Triax and Zylstra systems as of September 30, 1999, unless otherwise indicated.

	Southern	Mid-Atlantic	Central	Western	Triax	Zylstra	Total
Operating Data:							
Homes passed	191,700	126,000	125,500	81,800	522,500	21,500	1,069,000
Basic subscribers	135,200	88,300	81,200	53,300	344,000	14,000	716,000
Basic penetration	70.5%	70.1%	64.7%	65.2%	65.8%	65.1%	67.0%
Premium service units	185,400	80,900	107,100	23,100	167,000	4,000	567,500
Premium penetration	137.1%	91.6%	131.9%	43.3%	48.5%	28.6%	79.3%
Average monthly revenues per basic subscriber(1)	$37.51	$34.89	$35.07	$37.48	$33.16	$29.41	$34.65
Cable Network Data:							
Miles of plant	4,850	2,980	2,990	1,370	9,800	280	22,270
Density(2)	40	42	42	60	53	77	48
Headend facilities	53	12	66	9	305	5	450
Headend facilities after upgrades(3)	10	7	18	9	42	4	90
Percentage of basic subscribers at 550MHz to 750MHz	66.6%	93.9%	65.8%	65.7%	30.3%	31.4%	51.7%

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(1) Represents average monthly revenues for the three months ended September 30, 1999, divided by average basic subscribers for such period.
(2) Represents homes passed divided by miles of plant.
(3) Represents number of headend facilities by December 2002 based on our current upgrade program.

Southern Region

Over 82% of our basic subscribers in this region are located in the suburbs and outlying areas of Pensacola, Fort Walton Beach and Panama City, Florida; Mobile and Huntsville, Alabama; and Biloxi, Mississippi. As of September 30, 1999, the region's systems passed approximately 191,700 homes and served approximately 135,200 basic subscribers. The internal subscriber growth for this region was 2.7% for the period ending September 30, 1999. We measure internal subscriber growth as the percentage change in basic subscribers over a 12-month period, excluding the effects of acquisitions. According to National Decision Systems, the projected household growth in areas served by the Southern region's systems is 8.8% for the period ending 2004, exceeding the projected U.S. household growth of 5.2% for the same period. All of the region's basic subscribers are serviced from a regional customer service center in Gulf Breeze, Florida, which provides 24 hour, seven day per week service.

We have made and continue to make significant investments to upgrade the Southern region's cable network. By June 2000, we expect that 85% of this region's basic subscribers will be served by systems with 550MHz to 750MHz bandwidth capacity. As of December 1999, we offered digital cable services in systems passing 73,000 homes and ISP Channel's Internet services in systems passing 53,000 homes. By December 2002, we anticipate that 95% of the region's basic subscribers will be served by systems with two-way communications capability and that the number of headend facilities will be reduced from 53 to ten. At that time, we expect that 85% of this region's basic subscribers will be served by five headend facilities.

Mid-Atlantic Region

The Mid-Atlantic region's systems serve communities in lower Delaware, southeastern Maryland and the northeastern and western areas of North Carolina. Our two largest systems in this region are Hendersonville, North Carolina, near Asheville, North Carolina, and lower Delaware, outside of Ocean City, Maryland. As of September 30, 1999, the region's systems passed approximately 126,000 homes and served approximately 88,300 basic subscribers. According to National Decision Systems, the projected household growth in areas served by the Mid-Atlantic region's systems is 8.6% for the period ending 2004, exceeding the projected U.S. household growth of 5.2% for the same period. The internal subscriber growth for this region was 2.4% for the period ending September 30, 1999. Approximately 65% of the region's basic subscribers are serviced from our regional customer service centers, which provide 24 hour, seven day per week service.

We have significantly upgraded the Mid-Atlantic region's systems with 92% of basic subscribers served by systems with at least 550MHz bandwidth capacity. As of December 1999, we offered digital cable services in systems passing 77,000 homes and ISP Channel's Internet services in systems passing 45,000 homes. By December 2002, we expect that 95% of the region's basic subscribers will be served by systems with two-way communications capability and that the number of headend facilities will be reduced from 12 to seven. At that time, we expect that 94% of the region's basic subscribers will be served by three headend facilities.

Central Region

The Central region's systems serve the suburbs and outlying areas of Kansas City and Springfield, Missouri, Topeka, Kansas, and communities in the western portion of Kentucky. As of September 30, 1999, the region's systems passed approximately 125,500 homes and served approximately 81,200 basic subscribers. The internal subscriber growth rate of this region was 0.6% for the period ending September 30, 1999. According to National Decision Systems, the projected U.S. household growth in areas served by the Central region's systems is 4.7% for the period ending 2004, as compared to the projected U.S. household growth of 5.2% for the same period. Substantially all of the region's basic subscribers are serviced from our regional customer service centers, which provide 24 hour, seven day per week service.

As a result of our continuing investments in the cable network, the Central region will see significant increases in channel capacity. By June 2000, we expect that 89% of this region's basic subscribers will be served by one system with 550MHz to 750MHz bandwidth capacity. As of December 1999, we offered digital cable services in systems passing 21,000 homes and ISP Channel's Internet services in systems passing 12,000 homes. By December 2002, we expect that 90% of the Central region's basic subscribers will be served by systems with two-way communications capability and that the number of headend facilities will be reduced from 66 to 18. At that time, we expect that 60% of the region's basic subscribers will be served by three headend facilities.

Western Region

The Western region's systems serve communities in the following areas: Clearlake, California; the Indian Wells Valley in central California; portions of Riverside County and San Diego County, California; and Nogales, Arizona and outlying areas. As of September 30, 1999, the region's systems passed approximately

81,800 homes and served approximately 53,300 basic subscribers. The region's internal basic subscriber growth was flat for the period ending September 30, 1999. According to National Decision Systems, the projected household growth in areas served by the Western region's systems is 6.7% for the period ending 2004, exceeding the projected U.S. household growth of 5.2% for the same period. The region's basic subscribers are serviced from seven local offices. In the Western region, we also provide high-speed Internet access to approximately 300 customers through the use of one-way cable modems and dial-up telephone Internet access to approximately 4,500 customers.

We have significantly upgraded the Western region's systems with all basic subscribers served by systems with a minimum 450MHz bandwidth capacity and over 65% served by systems with 550MHz bandwidth capacity. As of December 1999, we offered digital cable services in systems passing 46,000 homes and ISP Channel's Internet services in systems passing over 42,000 homes. Where possible we plan to offer to all our existing Internet customers ISP Channel's two-way, high-speed services. By December 2002, we expect that 90% of the Western region's basic subscribers will be served by systems with at least 550MHz bandwidth capacity and two-way communications capability. The region's basic subscribers are served by nine headend facilities.

Triax Systems

As of September 30, 1999, the Triax systems passed approximately 522,500 homes and served approximately 344,000 basic subscribers. Many of Triax's systems are located within 30 miles of major or medium-sized markets, including Minneapolis and Rochester, Minnesota; Bloomington, Champaign, Decatur, Peoria, and Springfield, Illinois; Elkhart, Fort Wayne, and South Bend, Indiana; and Cedar Rapids, Iowa. Substantially all of Triax's basic subscribers are serviced from two regional customer service centers, which provide 24 hour, seven day per week service. The Triax systems also include two systems serving approximately 8,000 customers in Arizona, which our Western region will manage and operate.

The Triax systems consist of two operating regions: the Midwest region and the North Central region. The Midwest region manages and operates systems serving approximately 173,500 basic subscribers principally in Illinois and Indiana. The Midwest region's larger systems serve the communities of Jacksonville, Ottawa, Pontiac and Streater, Illinois and Angola, Auburn, Bluffton, Bremen, Kendallville and North Webster, Indiana. According to National Decision Systems, the projected household growth in areas served by the Midwest region's systems is 3.5% for the period ending 2004, as compared to the projected U.S. household growth of 5.2% for the same period.

The North Central region manages and operates systems serving approximately 162,500 basic subscribers principally in Iowa, Minnesota and Wisconsin. The North Central region's larger systems serve the communities of Lake Minnetonka, Savage and Prior Lake, Minnesota; Praire du Chien, Mauston, Platteville and Viroqua, Wisconsin; and Esterville and Spencer, Iowa. According to National Decision Systems, the projected household growth in areas served by the North Central region's systems is 3.5% for the period ending 2004, as compared to the projected U.S. household growth of 5.2% for the same period.

As of September 30, 1999, approximately 62% of Triax's basic subscribers were served by systems with at least 400MHz bandwidth capacity. As of December 1999, we offered digital cable services in systems passing 20,000 homes and ISP Channel's Internet services in systems passing 25,000 homes. We plan to make significant capital investments in the Triax systems to increase bandwidth capacity, activate two-way communications capability and consolidate headend facilities. By December 2002, as a result of our planned investments to upgrade Triax's cable network, we expect that 88% of Triax's basic subscribers will be served by systems with 550MHz to 750MHz bandwidth capacity and two-way communications capability. At that time, we expect the number of Triax's headend facilities will be reduced from 305 to 42 and that 60% of Triax's basic subscribers will be served by five headend facilities.

Zylstra Systems

The Zylstra systems serve communities in Vermillion and Yankton, South Dakota; Worthington and Luverne, Minnesota; and Orange City and Alton, Iowa. As of September 30, 1999, these systems passed approximately 21,500 homes and served approximately 14,000 basic subscribers. We anticipate expanding the level of customer service that Zylstra's subscribers receive by utilizing our customer service centers to provide 24 hour, seven day per week service. The Zylstra systems are now part of our North Central region.

As of September 30, 1999, approximately 66% of Zylstra's basic subscribers were served by systems with at least 400MHz bandwidth capacity. As of December 1999, we offered digital cable services in one system passing over 6,000 homes. By December 2001, we expect that all of the Zylstra systems will be upgraded to 750MHz bandwidth capacity and that digital cable and ISP Channel's Internet services will be made available to Zylstra's subscribers. Zylstra's basic subscribers are served by five headend facilities, one of which is scheduled to be eliminated.

Technology Overview

As part of our commitment to maximize customer satisfaction, to improve our competitive position and to introduce new and enhanced products and services to our customers, we plan to make significant investments in our cable network, including the Triax and Zylstra systems, over the three-year period ending December 2002. During such period, we intend to invest approximately $400 million, with approximately $240 million used to upgrade our cable network. The remaining $160 million will be spent on plant expansion, digital headend facilities and set-top boxes, cable modems and maintenance. The objectives of our upgrade program are:

- to increase the bandwidth capacity to 750MHz or higher;
- to activate two-way communications capability;
- to consolidate our headend facilities, through the extensive deployment of fiber optic networks; and
- to allow us to provide digital cable television, two-way, high-speed Internet access, interactive video and other telecommunications services.

The following table describes the technological state of our cable network, including the Triax and Zylstra systems, as of September 30, 1999 and through December 31, 2002, based on our current upgrade plans:

	Percentage of Basic Subscribers			
	Less than 400MHz	400MHz- 450MHz	550MHz- 750MHz	Two-Way Capable
September 30, 1999	25%	23%	52%	6%
December 31, 1999	19%	23%	58%	11%
December 31, 2000	7%	21%	72%	42%
December 31, 2001	0%	19%	81%	67%
December 31, 2002	0%	9%	91%	91%

By December 2002, we expect that 91% of our basic subscribers will be served by systems with two-way communications capability. This will permit our customers to send and receive signals over the cable network so that interactive services, such as video-on-demand, will be accessible and high-speed Internet access will not require a separate telephone line. Two-way communications capability will also position us to offer cable telephony, using either Internet protocol telephony as it becomes commercially feasible, or the traditional switching technologies that are currently available.

A central feature of our upgrade program is the deployment of high capacity, hybrid fiber-optic coaxial architecture. The hybrid fiber optic coaxial architecture combines the use of fiber optic cable, which can carry hundreds of video, data and voice channels over extended distances, with coaxial cable, which requires a more extensive signal amplification in order to obtain the desired levels for delivering channels. In most of our systems, we connect fiber optic cable to individual nodes serving an average of 350 homes or commercial buildings. A node is a single connection to a system's main, high-capacity fiber optic cable that is shared by a number of customers. Coaxial cable is then connected from each node to the individual homes or buildings. We believe hybrid fiber optic coaxial architecture provides higher capacity, superior signal quality, greater network reliability and reduced operating costs than traditional cable network design. Together with our plans for two-way communications capability, we believe hybrid fiber optic coaxial architecture will enhance our cable network's capability to provide advanced telecommunications services.

As of September 30, 1999, our systems were operated from 450 headend facilities, including the Triax and Zylstra systems. We believe that fiber optics and advanced transmission technologies make it cost effective to consolidate our headend facilities, allowing us to realize operating efficiencies and resulting in lower fixed capital costs on a per home basis as we introduce new products and services. By December 2002, we plan to eliminate 360 headend facilities so that all of our customers will be served by 90 headend facilities and 92% of our customers will be served by 40 headend facilities.

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

Sales and Marketing

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

We use a coordinated array of marketing techniques to attract and retain customers and to increase premium service penetration, including door-to-door and direct mail solicitation, telemarketing, media advertising, local promotional events typically sponsored by programming services and cross-channel promotion of new services and pay-per-view.

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

We invest a significant amount of time, effort and financial resources in the training and evaluation of our marketing professionals and customer sales representatives. Our approximately 100 customer sales representatives customize their sales presentation to fit each of our customers' specific needs by conducting focused consumer research and are given the incentive to use their frequent contact with our customers as opportunities to sell our new products and services. As a result, we believe we can accelerate the introduction of new products and services to our customers and achieve high success rates in attracting and retaining customers.

Programming Supply

We have various contracts to obtain basic and premium programming for the systems from program suppliers whose compensation is typically based on a fixed fee per customer. Our programming contracts are generally for a fixed period of time and are subject to negotiated renewal. Some program suppliers provide volume discount pricing structures or offer marketing support to us. Our successful marketing of multiple premium service packages emphasizing customer value enables us to take advantage of such cost incentives. In addition, we are a member of the National Cable Television Cooperative, Inc., a programming consortium consisting of small to medium-sized multiple system operators serving, in the aggregate, over twelve million cable subscribers. A multiple system operator is a cable television operator that owns or operates more than one cable television system. The consortium helps create efficiencies in the areas of obtaining and administering programming contracts, as well as secures more favorable programming rates and contract terms for small to medium-sized cable operators. We intend to negotiate programming contract renewals both directly and through the consortium to obtain the best available contract terms.

Our programming costs are expected to increase in the future due to additional programming being provided to our customers, increased costs to purchase programming, inflationary increases and other factors affecting the cable television industry. Although we will legally be able to pass through expected increases in our programming costs to customers, there can be no assurance that the marketplace will allow us to do so. We also have various retransmission consent arrangements with commercial broadcast stations which generally expire in January 2000 and beyond. None of these consents require payment of fees for carriage. However, we have entered into agreements with certain stations to carry satellite-delivered cable programming which is affiliated with the network carried by such stations.

Currently, there are over 150 cable networks seeking to be carried on our systems. We leverage our analog and digital channel capacity resulting from our capital improvement program to negotiate with our programming suppliers more favorable long-term contracts and 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 September 30, 1999, excluding the Triax and Zylstra systems, our monthly basic service rates for residential customers ranged from $4.93 to $35.95; the combined monthly basic and expanded basic service rates for residential customers ranged from $23.95 to $36.95; and per-channel premium service rates, not including special promotions, ranged from $1.75 to $12.50 per service for our systems, excluding the Triax and Zylstra systems. For the three months ended September 30, 1999, excluding the Triax and Zylstra systems, the weighted average monthly rate for our combined basic and expanded basic services was approximately $27.35.

Prior to our acquisition of the Triax systems, we were an eligible small cable company under FCC rules which enabled us to utilize a simplified rate setting methodology for most of the systems in establishing maximum rates for basic and expanded basic services. This methodology almost always results in rates that exceed those produced by the cost-of-service rules applicable to larger cable operators. The cost-of-service rules refer to the rate setting methodology prescribed by the FCC. Prior to our acquisition of their systems, Triax also used the simplified rate setting methodology, although in a small percentage of their systems. Although we are no longer an eligible small cable company, in most cases, our systems which utilized this methodology, including the recently acquired Triax systems, are allowed to maintain the rates set thereby. For additional information, see "Legislation and Regulation--Federal Regulation--Rate Regulation." We believe that our rate practices are generally consistent with the current practices in the industry.

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

In addition to customer fees, we derive modest amounts of revenues from the sale of local spot advertising time on locally originated and satellite-delivered programming and from affiliations with home shopping services, which offer merchandise for sale to customers and compensate system operators with a percentage of their sales receipts. We expect to increase the sale of advertising time and the revenues derived from such sales as a result of the consolidation of our headend facilities. This consolidation will significantly increase the number of customers we serve from many of our headend facilities which we expect will result in increased advertising revenues.

Customer Service and Community Relations

We are dedicated to providing superior customer service. Our emphasis on system reliability and customer satisfaction is a cornerstone of our business strategy. We expect that on-going investments in our cable network will significantly strengthen customer service as it will enhance the reliability of our cable network and allow us to introduce new programming and other services to our customers. We have implemented stringent internal customer service standards, which we believe meet or exceed those established by the National Cable Television Association. We maintain five regional calling centers, which service 87% of our systems' customers. They are staffed with dedicated personnel who provide service to our customers 24 hours a day, seven days a week, on a toll-free basis. We believe our regional calling centers allow us to coordinate more effectively installation appointments and reduce response time to customer inquiries. We continue to invest in both personnel and equipment of our regional calling centers to ensure that these operating units are professionally managed and employ state-of-the-art technology.

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

Franchises

Cable systems are generally operated under non-exclusive franchises granted by local governmental authorities. These franchises typically contain many conditions, such as: time limitations on commencement and completion of construction; conditions of service, including number of channels, types of programming and the provision of free service to schools and other public institutions; and the granting of insurance and indemnity bonds by the cable operator. The provisions of local franchises are subject to federal regulation under the Communications Act of 1934, as amended.

As of September 30, 1999, our systems, including the Triax and Zylstra systems, were subject to 891 franchises. These franchises, which are non-exclusive, provide for the payment of fees to the issuing authority. In most of the systems, such franchise fees are passed through directly to the customers. The 1984 Cable Act prohibits franchising authorities from imposing franchise fees in excess of 5% of gross revenues and also permits the cable television system operator to seek renegotiation and modification of franchise requirements if warranted by changed circumstances.

Substantially all of our systems' basic subscribers are in service areas that require a franchise. The table below groups the franchises of our systems, including the Triax and Zylstra systems, by date of expiration and presents the approximate number and percentage of basic subscribers for each group of franchises on a pro forma basis as of September 30, 1999.

Year of Franchise Expiration	Number of Franchises	Percentage of Total Franchises	Number of Basic Subscribers	Percentage of Total Basic Subscribers
1999 through 2002.......	214	24.0%	174,100	24.3%
2003 and thereafter.....	677	76.0%	541,900	75.7%
Total.................	891	100.0%	716,000	100.0%

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

We believe that we generally have good relationships with our franchising communities. We have never had a franchise revoked or failed to have a franchise renewed. In addition, substantially all of our franchises eligible for renewal have been renewed or extended prior to their stated expirations, and no franchise community has refused to consent to a franchise transfer to us.

Competition

Providers of Broadcast Television and Other Entertainment

Cable systems compete with other communications and entertainment media, including over-the-air television broadcast signals that a viewer is able to receive directly. The extent to which a cable system competes with over-the-air broadcasting 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 television systems. The extent to which a cable television service is competitive depends in significant part upon the cable system's ability to provide a greater variety of programming, superior technical performance and superior customer service than are available over the air or through competitive alternative delivery sources.

Direct Broadcast Satellite Providers

Individuals can purchase home satellite dishes, which allow them to receive satellite-delivered broadcast and non-broadcast program services that formerly were available only to cable television subscribers. Most satellite-distributed program signals are electronically scrambled to permit reception only with authorized decoding equipment for which the consumer must pay a fee. The 1992 Cable Act enhances the right of cable competitors to purchase non-broadcast satellite-delivered programming. For additional information, see "Legislation and Regulation--Federal Regulation."

Television programming is now also being delivered to individuals by high-powered direct broadcast satellites utilizing video compression technology. This technology can provide more than 150 channels of programming over a single high-powered satellite with significantly higher capacity available if, as is the case with DIRECTV, multiple satellites are placed in the same orbital position. Until recently, direct broadcast satellite operators could not legally deliver local broadcast signals. Legislation permitting direct broadcast satellite operators to transmit local broadcast signals was enacted on November 29, 1999. This eliminates a significant competitive advantage which cable system operators have had over direct broadcast satellite operators. Direct broadcast satellite operators have begun delivering local broadcast signals in the largest markets and there are plans to expand such coverage to many more markets over the next year. Direct broadcast satellite 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 more accessible than cable television service where a cable plant has not been constructed or where it is not cost effective to construct cable television facilities. Direct broadcast satellite service is being heavily marketed on a nationwide basis by several service operators.

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, are not required to obtain local franchises or pay franchise fees, and are subject to fewer regulatory requirements than cable television systems. 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 systems, 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. However, the 1984 Cable Act gives franchised cable operators the right to use existing compatible easements within their franchise areas on nondiscriminatory terms and conditions. Accordingly, where there are preexisting compatible easements, cable operators may not be unfairly denied access or discriminated against with respect to access to the premises served by those easements. Conflicting judicial decisions have been issued interpreting the scope of the access right granted by the 1984 Cable Act, particularly with respect to easements located entirely on private property. Under the 1996 Telecom Act, satellite master antenna television systems can interconnect non-commonly owned buildings without having to comply with local, state and federal regulatory requirements that are imposed upon cable systems providing similar services, as long as they do not use public rights of way. The FCC has held that the latter provision is not violated so long as interconnection across public rights of way is provided by a third party.

Advertising Sales

The cable television industry competes with radio, broadcast television, print media, and the Internet for advertising revenues. As the cable television industry continues to offer more of its own programming channels, such as Discovery and USA Network, we expect income from advertising revenues to increase.

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 20,000 homes passed in the service areas of our franchises.

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 recently 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.

We have begun to accelerate the offering by our cable systems of high-speed Internet access to our basic subscribers. These cable systems will compete with a number of other companies, many of which have substantial resources, such as existing Internet service providers and local and long distance telephone companies. For example, telephone companies are accelerating the deployment of asymmetric digital subscriber line technology. These companies report this technology will allow Internet access to subscribers at peak data transmission speeds greater than that of modems over conventional telephone lines. Recently, a number of Internet service providers 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. Several local franchising authorities have been examining the issue and a few have required cable operators to provide such access. A U.S. District Court recently ruled that localities are authorized to require such access. This decision is being appealed. Some cable companies have initiated litigation challenging municipal open access requirements. The FCC has thus far declined to take action on Internet service providers access to broadband cable facilities. Congress and several state and local jurisdictions are also reviewing this issue.

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. For more information, see the discussion under "Legislation and Regulation."

Properties

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

We own the real property housing our regional call center in Gulf Breeze, Florida as well as numerous locations for business offices and warehouses throughout our operating regions. We lease space for our other regional call centers in Chillicothe, Illinois; Benton, Kentucky; Waseca, Minnesota; and Hendersonville, North Carolina. We also lease additional locations for business offices and warehouses throughout our operating regions. Our headend facilities, signal reception sites and microwave facilities are located on owned and leased parcels of land, and we generally own the towers on which certain of our equipment is located. We own most of our service vehicles. Our annual lease payments currently are approximately $2.9 million. We believe that our properties both owned and leased, are in good condition and are suitable and adequate for our operations.

Our cable television plant and related equipment generally are attached to utility poles under pole rental agreements with local public utilities, although in some areas the distribution cable is buried in underground ducts or trenches. The physical components of the systems require maintenance and periodic upgrading to improve system performance and capacity.

Employees

As of January 10, 2000, we employed 1,261 full-time employees and 206 part-time employees. None of our employees are represented by a labor union. We consider our relations with our employees to be good.

Legal Proceedings

On January 19, 2000, Grey Advertising Inc. and Mediacom Inc., a wholly-owned subsidiary of Grey, filed an action against us in the United States District Court for the Southern District of New York asserting trademark infringement, among other claims. The complaint alleges that Grey owns a federally registered trademark for "Mediacom" and that our use of this name constitutes trademark infringement. Grey is seeking a permanent injunction to prohibit us from using the Mediacom name in the conduct of our business together with unspecified monetary damages. Although our time to respond to the complaint has not yet expired, we intend to deny the substantive allegations of the complaint and defend the action. If we are found to have infringed the proprietary rights of Grey with respect to our use of the "Mediacom" mark or variations thereof, we could be enjoined from using the "Mediacom" mark in connection with our business and be required to pay material monetary damages.

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

LEGISLATION AND REGULATION

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

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

Federal Regulation

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

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

Rate Regulation

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

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

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

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

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

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

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

- the number of regulated channels;

- inflation; and

- certain external costs, such as franchise and other governmental fees, copyright and retransmission consent fees, taxes, programming fees and franchise-related obligations.

As a further alternative, in 1995 the FCC adopted a simplified cost-of-service methodology which can be used by small cable systems owned by small cable companies. A small cable system is defined as a cable television system which serves 15,000 or fewer basic customers. A small cable company is defined as an entity serving a total of 400,000 or fewer basic customers that is not affiliated with a larger cable television company: i.e., a larger cable television company does not own more that a 20 percent equity share or exercise legal control. This small system rate-setting methodology almost always results in rates which exceed those produced by the cost-of-service rules applicable to larger cable television operators. Once the initial rates are set they can be adjusted periodically for inflation and external cost changes as described above. When an eligible small system grows larger than 15,000 basic customers, it can maintain its then current rates, but it cannot increase its rates in the normal course until an increase would be warranted under the rules applicable to systems that have more than 15,000 customers. When a small cable company grows larger than 400,000 basic customers, the qualified systems it then owns will not lose their small system eligibility. If a small cable company sells a qualified system, or if the company itself is sold, the qualified systems retain that status even if the acquiring company is not a small cable company. We were a small cable company, but with the completion of the Triax acquisition, we no longer enjoy this status. However, as noted above, the systems with less than 15,000 customers owned by us prior to the completion of the Triax acquisition remain eligible for small cable system rate regulation.

The Communications Act and the FCC's regulations also:

- require operators to charge uniform rates throughout each franchise area that is not subject to effective competition;

- prohibit regulation of non-predatory bulk discount rates offered by operators to subscribers in commercial and residential developments; and

- permit regulated equipment rates to be computed by aggregating costs of broad categories of equipment at the franchise, system, regional or company level.

Content Requirements

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

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

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

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

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

- commercial radio stations; and

- certain low-power television stations.

The FCC has also initiated an administrative proceeding to consider the requirements, if any, for mandatory carriage of digital television signals offered by local television broadcasters. We are unable to predict the ultimate outcome of this proceeding or the impact of new carriage requirements on the operations of our cable systems.

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

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

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

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

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

The Communications Act and the FCC's regulations contain restrictions on the transmission by cable operators of obscene or indecent programming. It requires cable operators to fully block both the video and audio portion of sexually explicit or indecent programming on channels that are primarily dedicated to sexually oriented programming or alternatively to carry such programming only at safe harbor time periods, which are currently defined by the FCC as the hours between 10 p.m. to 6 a.m. A three-judge federal district court recently determined that this provision was unconstitutional. The federal government appealed the lower court's decision to the United States Supreme Court which recently agreed to review this case.

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

- our use of syndicated and network programs and local sports broadcast programming;

- advertising in children's programming;

- political advertising;

- origination cablecasting;

- sponsorship identification; and

- closed captioning of video programming.

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

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

- permits franchising authorities to require cable operators to set aside channels for public, educational and governmental access programming; and

- requires a cable system with 36 or more activated channels to designate a significant portion of its channel capacity for commercial leased access by third parties to provide programming that may compete with services offered by the cable operator.

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

- the maximum reasonable rate a cable operator may charge for third party commercial use of the designated channel capacity;

- the terms and conditions for commercial use of such channels; and

- the procedures for the expedited resolution of disputes concerning rates or commercial use of the designated channel capacity.

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

Franchise Matters

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

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

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

- encourages competition with existing cable systems by:

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

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

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

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

- generally prohibits franchising authorities from:

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

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

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

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

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

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

Ownership Limitations

The Communications Act generally prohibits us from owning or operating a satellite master antenna television system or multichannel multipoint distribution system in any area where we provide franchised cable service and do not have effective competition, as defined by federal law. We may, however, acquire and operate a satellite master antenna television system in our existing franchise service areas if the programming and other services provided to the satellite master antenna television system subscribers are offered according to the terms and conditions of our local franchise agreement.

The Communications Act also authorizes the FCC to adopt nationwide limits on the number of subscribers under the control of a cable operator. A federal district court has concluded that this subscriber limitation is unconstitutional and the FCC has stayed its enforcement; an appeal of this decision is pending in a federal appellate court. Pending further action by the federal courts, the FCC recently reconsidered its cable ownership regulations and:

- reaffirmed its 30% nationwide subscriber ownership limit, but maintained its voluntary stay on enforcement of that limitation pending further action;

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

- retained its 5% voting stock attribution benchmark;

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

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

The Communications Act and FCC regulations also impose limits on the number of channels that can be occupied on a cable system by a video programmer in which a cable operator has an interest. A federal district court has also declared this statutory provision unconstitutional. An appeal of the district court's decision has been consolidated with the appeal challenging the FCC's subscriber ownership limitation regulations.

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

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

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

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

- set basic standards for relationships between telecommunications providers; and

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

Local telephone companies may provide service as traditional cable operators with local franchises or they may opt to provide their programming over open video systems, subject to certain conditions, including, but not limited to, setting aside a portion of their channel capacity for use by unaffiliated program distributors on a non-discriminatory basis. A federal appellate court recently overturned various parts of the FCC's open video rules, including the FCC's preemption of local franchising requirements for open video operators.

Pole Attachment Regulation

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

2001, by certain companies providing telecommunications services. The FCC also adopted a new rate formula that will be effective in 2001 and will govern the maximum rate certain utilities may charge for attachments to their poles and conduit by companies providing telecommunications services, including cable operators.

Any resulting increase in attachment rates due to the FCC's new rate formula will be phased in over a five-year period in equal annual increments, beginning in February 2001. Several parties have requested the FCC to reconsider its new regulations and several parties have challenged the new rules in court. A federal district court recently upheld the constitutionality of the new statutory provision which requires that utilities provide cable systems and telecommunications carriers with nondiscriminatory access to any pole, conduit or right-of-way controlled by the utility. The lower court's decision was upheld on appeal. 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 Communications Act also includes provisions, among others, regulating:

- customer service;
- subscriber privacy;
- equal employment opportunity; and
- regulation of technical standards and equipment compatibility.

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 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 and/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 relating to the regulation of cable communications services will make further attempts.

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.

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

Our cable systems also utilize music in other programming and advertising that we provide to subscribers. The rights to use this music are controlled by various music performing rights organizations which negotiate on behalf of their copyright owners for license fees covering each performance. The cable industry and the major music performing rights organizations are negotiating a standard licensing agreement covering the performance of music contained in advertising and other information inserted by operators into cable programming and on local access and origination channels carried on cable systems. Rate courts established by a New York federal court exist to determine appropriate copyright coverage and royalty fees in the event the parties fail to reach a settlement or to negotiate renewals of licensing agreements. Although we cannot predict the ultimate outcome of these industry negotiations or the amount of any license fees we may be required to pay for past and 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, 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.

MANAGEMENT

Directors and Executive Officers

The table below sets forth our directors and executive officers. As of the date of this prospectus, we have two directors. Upon completion of this offering, the director nominees set forth below will be appointed to our board of directors.

Name	Age	Position
Rocco B. Commisso	50	Chairman and Chief Executive Officer
Mark E. Stephan	43	Senior Vice President, Chief Financial Officer, Treasurer and Director
James M. Carey	48	Senior Vice President, Operations
Joseph Van Loan	57	Senior Vice President, Technology
Italia Commisso Weinand	46	Senior Vice President, Programming and Human Resources and Secretary
William S. Morris III	65	Director Nominee
Craig S. Mitchell	40	Director Nominee
Thomas V. Reifenheiser	64	Director Nominee
Natale S. Ricciardi	51	Director Nominee
Robert L. Winikoff	53	Director Nominee

Rocco B. Commisso has 21 years of experience with the cable television industry and has served as our Chairman and Chief Executive Officer since founding Mediacom LLC in July 1995. From 1986 to 1995, he served as Executive Vice President, Chief Financial Officer and a director of Cablevision Industries Corporation. Prior to that time, Mr. Commisso served as Senior Vice President of Royal Bank of Canada's affiliate in the United States from 1981, where he founded and directed a specialized lending group to media and communications companies. Mr. Commisso began his association with the cable industry in 1978 at The Chase Manhattan Bank, where he was assigned to manage the bank's lending activities to communications firms including the cable industry. He serves on the board of directors of SoftNet Systems, Inc., the National Cable Television Association and Cable Television Laboratories, Inc. Mr. Commisso holds a Bachelor of Science in Industrial Engineering and a Master of Business Administration from Columbia University.

Mark E. Stephan has 12 years of experience with the cable television industry and has served as our Senior Vice President, Chief Financial Officer and Treasurer since the commencement of our operations in March 1996. He is a member of the executive committee of Mediacom LLC. Before joining us, Mr. Stephan served as Vice President, Finance for Cablevision Industries from July 1993. Prior to that time, Mr. Stephan served as Manager of the telecommunications and media lending group of Royal Bank of Canada.

James M. Carey has 18 years of experience in the cable television industry. Before joining us in September 1997, Mr. Carey was founder and President of Infinet Results, a telecommunications consulting firm, from December 1996. Mr. Carey served as Executive Vice President, Operations at MediaOne Group from August 1995 to November 1996, where he was responsible for MediaOne's Atlanta cable operations. Prior to that time, he served as Regional Vice President of Cablevision Industries' Southern Region. Mr. Carey is a member of the board of directors of the American Cable Association.

Joseph Van Loan has 27 years of experience in the cable television industry. Before joining us in November 1996, Mr. Van Loan served as Senior Vice President, Engineering for Cablevision Industries from 1990. Prior to that time, he managed a private telecommunications consulting practice specializing in domestic and international cable television and broadcasting and served as Vice President, Engineering for Viacom Cable. Mr. Van Loan received the 1986 Vanguard Award for Science and Technology from the National Cable Television Association.

Italia Commisso Weinand has 23 years of experience in the cable television industry. Before joining us in April 1996, Ms. Weinand served as Regional Manager for Comcast Corporation from July 1985. Prior to that time, Ms. Weinand held various management positions with Tele-Communications, Times Mirror Cable and Time Warner. She serves on the board of directors of the National Cable Television Cooperative, Inc., a programming consortium consisting of small to medium-sized multiple system operators. Ms. Weinand is the sister of Mr. Commisso.

William S. Morris III is a nominee to become a member of our board of directors upon the completion of this offering. He is a member of the executive committee of Mediacom LLC. Mr. Morris has served as the Chairman and Chief Executive Officer of Morris Communications for more than the past five years. He is the Chairman of the board of directors of the Newspapers Association of America.

Craig S. Mitchell is a nominee to become a member of our board of directors upon the completion of this offering. He is a member of the executive committee of Mediacom LLC. Mr. Mitchell has held various management positions with Morris Communications for more than the past five years. He currently serves as its Vice President, Finance and Treasurer and is also a member of its board of directors.

Thomas V. Reifenheiser is a nominee to become a member of our board of directors upon the completion of this offering. Mr. Reifenheiser has been a Managing Director and Group Executive for the Global Media and Telecom Group of Chase Securities Inc. for more than the past five years. He joined Chase in 1963 and has been the Global Media and Telecom Group Executive since 1977.

Natale S. Ricciardi is a nominee to become a member of our board of directors upon the completion of this offering. Mr. Ricciardi has held various management positions with Pfizer Inc. for more than the past five years. He joined Pfizer in 1972 and currently serves as Vice President of Pfizer Global Manufacturing with responsibility for all of Pfizer's U.S. manufacturing plants.

Robert L. Winikoff is a nominee to become a member of our board of directors upon the completion of this offering. He is a member of the executive committee of Mediacom LLC. Mr. Winikoff has been a partner of the New York City law firm of Cooperman Levitt Winikoff Lester & Newman, P.C. for more than the past five years, which has served as our general outside counsel since 1995. He is a member of the board of directors of Young Broadcasting Inc., an owner and operator of broadcast television stations.

Key Employees

The table below sets forth our key employees as of the date of this prospectus.

Name	Age	Position
Calvin G. Craib	45	Vice President, Business Development
Bruce J. Gluckman	46	Vice President, Legal and Regulatory Affairs
Richard L. Hale	50	Vice President, Midwest Region
Dale E. Ordoyne	49	Vice President, Southern Region
John G. Pascarelli	38	Vice President, Marketing
Brian M. Walsh	33	Vice President and Controller
William D. Wegener	38	Vice President, Network Development
Arnold P. Cool	51	Regional Director, Central Region
Louis Gentile	39	Regional Director, Western Region
Richard P. Hanson	45	Regional Director, North Central Region
Donald E. Zagorski	40	Regional Director, Mid-Atlantic Region

Calvin G. Craib has 17 years experience in the cable television industry. Before joining us in April 1999, Mr. Craib served as Vice President, Finance and Administration for Interactive Marketing Group from June 1997 to December 1998. Mr. Craib served 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.

Bruce J. Gluckman has seven years of experience in the cable television industry. Before joining us 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 15 years of experience in the cable television industry. Before joining us 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.

Dale E. Ordoyne has 17 years of experience in the cable television industry. Before joining us in October 1999, Mr. Ordoyne served as Vice President, Marketing for MediaOne Group 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.

John G. Pascarelli has 19 years of experience in the cable television industry. Before joining us in March 1998, Mr. Pascarelli served as Vice President, Marketing for Helicon 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, Cablevision Systems and Storer Communications.

Brian M. Walsh has 11 years of experience in the cable television industry. Before joining us 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 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 18 years of experience in the cable television industry. Before joining us 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.

Arnold P. Cool has 21 years of experience in the cable television industry. Before joining us in January 1998, he served in various capacities for Cablevision Systems' cable television systems in Kentucky and Missouri from April 1993. Prior to that time, Mr. Cool held various technical and supervisory responsibilities for Cablevision Systems and for smaller cable television companies.

Louis Gentile has 10 years of experience in the cable television industry. Before joining us as Divisional Business Manager in January 1998, Mr. Gentile served in various financial management capacities for Cablevision Systems from January 1992. Mr. Gentile began his career in the cable television industry in 1989 when he joined MultiVision Cable as a financial analyst.

Richard P. Hanson has 21 years of experience in the cable television industry. Mr. Hanson joined us upon the closing of the Triax acquisition on November 5, 1999. Before joining us, Mr. Hanson served in various capacities for Triax, most recently as Director of Operations, from March 1988 to October 1999. Prior to joining Triax, he served as Manager for Combined Cable and for Star Cablevision.

Donald E. Zagorski has 18 years of experience in the cable television industry. Before joining us in June 1997, Mr. Zagorski served as System and Regional Manager for Tele-Media Company from March 1990. Prior to that time, Mr. Zagorski held various technical and supervisory positions with Outer Banks Cablevision and Group W Cable.

All directors hold office until the next annual meeting of stockholders and until their successors have been elected and qualify. All executive officers and key employees serve at the discretion of the board of directors. Mr. Commisso has agreed to cause the election of two directors designated by Morris Communications so long as Morris Communications continues to own at least 20% of our outstanding common stock, and one such director so long as it continues to own at least 10% of our outstanding common stock. In accordance with this agreement, Mr. Morris and Mr. Mitchell have been designated as directors by Morris Communications and will be appointed to our board of directors upon completion of this offering.

Committees of the Board of Directors

Upon closing of this offering, we will appoint an audit committee, a compensation committee and a stock option committee.

Audit Committee

The members of the audit committee will be Craig S. Mitchell, Thomas V. Reifenheiser and Natale S. Ricciardi. The responsibilities of the audit committee include:

- recommending the appointment of independent accountants;
- reviewing the arrangements for and scope of the audit by independent accountants;
- reviewing the independence of the independent accountants;
- considering the adequacy of the system of internal accounting controls and review any proposed corrective actions;
- reviewing and monitoring our policies regarding business ethics and conflicts of interest;
- discussing with management and the independent accountants our draft annual financial statements and key accounting and reporting matters; and
- reviewing the activities and recommendations of our accounting department.

Compensation Committee

The members of the compensation committee will be Rocco B. Commisso, William S. Morris III and Robert L. Winikoff. The compensation committee has authority to review and make recommendations to our board of directors with respect to the compensation of our executive officers.

Stock Option Committee

The members of the stock option committee will be Thomas V. Reifenheiser, Natale S. Ricciardi and Robert L. Winikoff. The stock option committee administers our 1999 stock option plan and determines, among other things, the time or times at which options will be granted, the recipients of grants, whether a grant will consist of incentive stock options, nonqualified stock options or stock appreciation rights, which may be in tandem with an option or free-standing, or a combination thereof, the option periods, whether an option is exercisable for Class A common stock or Class B common stock, the limitations on option exercise and the number of shares to be subject to such options, taking into account the nature and value of services rendered and contributions made to our success. The stock option committee also has authority to interpret the plan and, subject to certain limitations, to amend provisions of the plan as it deems advisable.

Director Compensation

Those directors who are not also our employees will not receive annual compensation. Upon completion of this offering, we will grant each of Craig S. Mitchell and Robert L. Winikoff options to purchase 30,000 shares of Class A common stock, and we will grant each of William S. Morris III, Thomas V. Reifenheiser and Natale S. Ricciardi options to purchase 20,000 shares of Class A common stock at an exercise price equal to the public offering price set forth on the cover page of this prospectus. Non-employee directors will also receive reimbursement of out-of-pocket expenses incurred for each board meeting or committee meeting attended.

Executive Compensation

Prior to the consummation of this offering, excluding James M. Carey, we did not make any payment in respect of compensation to any of our executive officers. These executive officers received compensation from Mediacom Management, which was entitled to receive management fees from our subsidiaries. Mr. Carey received his compensation from one of our operating subsidiaries, Mediacom Southeast LLC, prior to the completion of this offering. For more information regarding the management fees paid by our subsidiaries to Mediacom Management, see "Certain Relationships and Related Transactions--Management Agreements." Following the consummation of this offering, we will pay compensation to our executive officers.

Except where otherwise indicated, the following table summarizes the compensation paid in 1999 and 1998 by Mediacom Management to our Chief Executive Officer and our four other most highly compensated executive officers who received total compensation in excess of $100,000:

Summary Compensation Table

		Annual Compensation		
Name and Principal Position	Year	Salary($)	Bonus($)	Other Annual Compensation($)
Rocco B. Commisso...................... Chairman and Chief Executive Officer	1999	100,000	--	--
	1998	100,000	--	--
Mark E. Stephan........................ Senior Vice President, Chief Financial Officer, Treasurer and Director	1999	200,000	--	--
	1998	190,769	132,034	--
James M. Carey(1)...................... Senior Vice President, Operations	1999	140,769	20,000	--
	1998	106,154	15,000	35,500(2)
Joseph Van Loan........................ Senior Vice President, Technology	1999	200,000	--	--
	1998	190,769	132,034	--
Italia Commisso Weinand................ Senior Vice President, Programming and Human Resources and Secretary	1999	136,923	--	--
	1998	130,693	99,026	--

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(1) Mr. Carey's compensation was paid by one of our operating subsidiaries, Mediacom Southeast LLC.
(2) Represents consulting fees from January 1, 1998 to February 2, 1998.

The amounts set forth in the above table do not include the receipt by Mark E. Stephan, James M. Carey, Joseph Van Loan and Italia Commisso Weinand of membership units in Mediacom LLC from Rocco B. Commisso as described in "--Employment Arrangements" below.

Employment Arrangements

Mark E. Stephan, James M. Carey, Joseph Van Loan, Italia Commisso Weinand and several of our other employees have entered into employment arrangements setting forth the terms of their at-will employment with us. Pursuant to the employment arrangements, Rocco B. Commisso delivered to each of these employees a specified number of membership units in Mediacom LLC, which were owned by Mr. Commisso. Approximately 55% of the membership units were fully vested and nonforfeitable on the date of grant. During the fourth quarter of 1999, we will record a one-time $13.5 million non-recurring, non-cash compensation charge relating to these vested and nonforfeitable membership units based on an initial public offering price of $17.50. We will also record deferred compensation for $11.1 million relating to the nonvested and forfeitable membership interests and will record this compensation in expense over a period of five to eight years.

In connection with this offering, such membership units are being exchanged for an aggregate of 1,406,346 shares of our Class B common stock and options to acquire an aggregate of 348,892 shares of our Class B common stock at an exercise price equal to the initial public offering price set forth on the cover page of this prospectus. Such shares and options initially are subject to vesting in five equal annual installments, which vesting period is deemed to have commenced for each officer on various dates prior to this offering. All such shares and options which vest initially are nonetheless subject to potential forfeiture during the first three years after vesting under the circumstances described below. If the employee desires to sell the vested shares and options, or if the employee's employment with us is terminated for any reason, Mr. Commisso will have the option to purchase such shares or options at their fair market value. In the event that Mr. Commisso exercises this purchase option, a portion of the shares or options vested for less than three years will nonetheless be forfeited to Mr. Commisso if, during such three year period, such employee voluntarily terminates his employment with us or elects to sell such shares or exercise such options, or if such employee's employment with us is terminated for cause. No forfeiture of vested shares or options will occur if Mr. Commisso elects not to exercise his purchase option, or if the employee is terminated by us without cause or as a result of death or disability. Upon a change of control, all such shares will vest and not be subject to forfeiture. Each of the employees has granted to Mr. Commisso an irrevocable proxy with respect to all voting rights relating to their shares of common stock following the exchange. At the request of any of these employees, Mr. Commisso will make a loan to the employee in the amount of any tax liability resulting from such employee's receipt of our options in exchange for membership units in Mediacom LLC. Such loan would be secured by such employee's shares of common stock and options. Each of the employment arrangements also provides that if we terminate the employee's employment without cause, the employee is entitled to a severance payment equal to six months of base salary and precludes the employee from competing with us for a period of three years following termination.

1999 Stock Option Plan

Our board of directors adopted our 1999 stock option plan which became effective as of December 20, 1999. We have reserved 9,000,000 shares of common stock, or 9,300,000 shares if the underwriters' over-allotment option is exercised in full, with respect to which options and stock appreciation rights may be granted under the plan. Regardless of whether the underwriters' over-allotment option is exercised, a maximum of 7,000,000 shares of our common stock reserved under the plan may be granted as incentive stock options qualified for favorable tax treatment to the holder under Internal Revenue Code Section 422. The purpose of the plan is to promote our interests and the interests of our stockholders by strengthening our ability to attract and retain competent employees, to make service on our board of directors more attractive to present and prospective non-employee directors and to provide a means to encourage stock ownership and proprietary interest in us by our officers, non-employee directors and valued employees and other individuals upon whose judgment, initiative and efforts our financial success and growth largely depend.

The plan may be administered by either the entire board of directors or a committee consisting of two or more members of the board of directors, each of whom is a non-employee director. The plan will be administered by the stock option committee which will consist solely of non-employee directors.

Incentive stock options may be granted only to our officers and key employees and the officers and key employees of our subsidiaries. Nonqualified stock options and stock appreciation rights may be granted to our officers, key employees, directors, agents and consultants and the officers and employees of our subsidiaries. In determining the eligibility of an individual for grants under the plan, as well as in determining the number of shares to be optioned to any individual, the stock option committee takes into account the recommendations of our Chairman of the Board, Mr. Commisso, the position and responsibilities of the individual being considered, the length of such individual's employment with us or our subsidiaries, the nature and value to us or our subsidiaries of his or her service or accomplishments, his or her present or potential contribution to the success of us or our subsidiaries and such other factors as the stock option committee may deem relevant. In making recommendations to the stock option committee, Mr. Commisso expects to focus upon individuals who would be motivated by a direct economic stake in us. Options may provide for their exercise into shares of any class of our common stock.

The plan provides for the granting of incentive stock options to purchase our common stock at not less than the fair market value on the date of the option grant and the granting of nonqualified options with any exercise price. Stock appreciation rights may be granted with an exercise price equal to the fair market value of a share of our common stock on the date of grant of the stock appreciation right. Stock appreciation rights granted in tandem with an option have the same exercise price as the related option. Upon completion of this offering, options for an aggregate of 2,920,000 shares of our common stock, comprised of 1,971,108 shares of Class A common stock and 948,892 shares of Class B common stock, or 3,013,334 shares of our common stock, comprised of 1,959,479 shares of Class A common stock and 1,053,855 shares of Class B common stock, if the underwriters' over-allotment option is exercised in full, will have been granted under the plan to various individuals at an exercise price equal to the public offering price set forth on the cover page of this prospectus. Such options will vest at various times over five years. Vesting is contingent on continuous employment with us. Options that do not vest will be forfeited.

The plan also contains limitations applicable only to incentive stock options granted thereunder. To the extent that the aggregate fair market value, as of the date of grant, of the shares to which incentive stock options become exercisable for the first time by an optionee during the calendar year exceeds $100,000, the option will be treated as a nonqualified option. In addition, if an optionee owns more than 10% of the total combined voting power of all classes of our capital stock or that of our parent or any of our subsidiaries at the time the individual is granted an incentive stock option, the option price per share of the incentive stock option cannot be less than 110% of the fair market value per share as of the date of grant and the term of the incentive stock option cannot exceed five years. No option or stock appreciation right may be granted under the plan after December 19, 2009, and no option or stock appreciation right may have a term of more than ten years after the date of its grant.

Upon the exercise of an option, the holder must make payment of the full exercise price. Such payment may be made in cash, check or, under certain circumstances, in shares of our common stock having a fair market value equal to the exercise price of the options, or any combination thereof. Stock appreciation rights, which give the holder the privilege of surrendering such rights for the appreciation in the underlying common stock between the time of the grant and the surrender, may be settled, in the discretion of the stock option committee in cash, in shares of our common stock valued at their fair market value on the date of exercise of the stock appreciation right, or in any combination thereof. The exercise of a stock appreciation right granted in tandem with an option cancels the option to which it relates with respect to the same number of shares as to which the stock appreciation right was exercised. The exercise of an option cancels any related stock appreciation right with respect to the same number of shares as to which the option was exercised. Generally, options and stock appreciation rights may be exercised while the recipient is performing services for us and within three months after termination of such services.

The plan may be terminated at any time by the board of directors, which may also amend the plan, except that without stockholder approval, it may not increase the number of shares subject to the plan or change the class of persons eligible to receive options under the plan.

1999 Employee Stock Purchase Plan

Our board of directors adopted our 1999 employee stock purchase plan which became effective as of December 20, 1999. Our employee stock purchase plan is intended to qualify under Section 423 of the Internal Revenue Code of 1986, as amended. We have reserved 1,000,000 shares of our Class A common stock for issuance under the plan. The plan may be administered by either the entire board of directors or a committee of the board of directors. The plan will be administered by the compensation committee.

All persons employed by us or any of our subsidiaries on the date of this offering are eligible to participate in the employee stock purchase plan provided they customarily perform for us at least 20 hours of services per week and for more than five months in any calendar year. The plan covers four offering periods, each lasting six months. The offering periods commence on February 1 and August 1 of each year covered by the plan, except that the first offering period will start on the date of this prospectus and end on July 31, 2000. Eligible employees on the date of this offering will automatically participate in the plan unless they fail to enroll in payroll deductions within 30 days following the date of this prospectus.

Our employee stock purchase plan allows for each participating employee to purchase common stock through payroll deductions. Each employee's payroll deductions for any period may not exceed 15% of the employee's compensation for such period up to a maximum aggregate deduction of $21,250 for each period. Purchases of our common stock will occur on the final trading day of each offering period. No employee may be granted an option under the plan if immediately after the grant the employee would own our capital stock and/or options to purchase our common stock possessing 5% or more of the total combined voting power or value of all classes of capital stock of us or any of our subsidiaries. In addition, the total value of the shares purchased by a participant in any calendar year, measured as of the beginning of the offering period, may not exceed $25,000.

The price of each share of common stock purchased under our employee stock purchase plan will be 85% of the lower of:

- the fair market value per share of common stock on the date of this prospectus; or

- the fair market value per share of common stock on the final trading day of each applicable offering period.

Employees may end their participation in the employee stock purchase plan at any time. Participation ends automatically upon termination of employment with us. Our board of directors may amend or terminate the employee stock purchase plan at any time. If our board increases the number of shares of common stock reserved for issuance under the plan, it must seek the approval of our stockholders.

401(k) Plan

We maintain a retirement plan established in conformity with Section 401(k) of the Internal Revenue Code of 1986, covering all of our eligible employees. In accordance with the 401(k) plan, employees may elect to defer up to 15% of their current pre-tax compensation and have the amount of the deferral contributed to the 401(k) plan. The maximum elective deferral contribution was $10,000 in each of 1998 and 1999 subject to adjustment for cost-of-living in subsequent years. Certain highly compensated employees may be subject to a lesser limit on their maximum elective deferral contribution. The 401(k) plan permits, but does not require, us to make matching contributions and non-matching, profit sharing, contributions up to a maximum dollar amount or maximum percentage of participant or employee contributions. Our contributions under the plan totaled approximately $10,000, $14,000, $264,000 and $241,000 for the period ended December 31, 1996, the years ended December 31, 1997 and 1998, and for the period ended September 30, 1999, respectively.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The following discussion sets forth certain relationships and related transactions of us and our subsidiary, Mediacom LLC, and its operating subsidiaries.

Management Agreements

Each of our operating subsidiaries is a party to a management agreement with Mediacom Management, which is owned by Mr. Commisso. Under these agreements, Mediacom Management provides management services to our operating subsidiaries and is paid annual management fees. Until November 19, 1999, the management fee was 5.0% of the first $50.0 million of our annual gross operating revenues, 4.5% of annual gross operating revenues in excess of $50.0 million, up to $75.0 million, and 4.0% of annual gross operating revenues in excess of $75.0 million. For the period ended December 31, 1996, for the years ended December 31, 1997 and 1998 and for the nine months ended September 30, 1999, management fees paid to Mediacom Management were approximately $235,000, $812,000, $4.9 million and $4.2 million. The management agreements were amended effective November 19, 1999 in connection with an amendment to Mediacom LLC's operating agreement to provide for annual management fees equal to 2% of annual gross operating revenues. In addition, Mediacom Management agreed to waive all management fees accrued from July 1, 1999 through November 19, 1999. Each of the management agreements will be terminated upon completion of this offering, and employees of Mediacom Management will become our employees.

Transaction Fees and Expense Reimbursement

Mediacom LLC's operating agreement was amended effective November 19, 1999. Prior to the amendment, the operating agreement provided that Mediacom Management be paid a fee of 1.0% of the purchase price of acquisitions made by Mediacom LLC until its pro forma annual consolidated operating revenues equaled $75.0 million, and thereafter 0.5% of the purchase price. For the period ended December 31, 1996 and for the years ended December 31, 1997 and 1998, acquisition fees paid to Mediacom Management were approximately $453,000, $544,000 and $3.3 million. No acquisition fees were required to be paid during the nine months ended September 30, 1999 because there were no acquisitions completed during the period. Acquisition fees in the aggregate amount of approximately $3.8 million in connection with the Triax and Zylstra acquisitions have been waived by Mediacom Management. In accordance with the amended operating agreement, no further acquisition fees will be payable after November 19, 1999.

The operating agreement also provides for reimbursement of reasonable out-of-pocket expenses incurred by Mediacom Management in connection with the operation of the business of Mediacom LLC and acting on behalf of Mediacom LLC in connection with any potential acquisition of a cable system. Mediacom LLC reimbursed Mediacom Management approximately $529,000, $59,000, $53,000 and $0 for the period ended December 31, 1996, for the years ended December 31, 1997 and 1998 and for the nine months ended September 30, 1999.

Purchase of Assets

We have entered into an agreement with Mediacom Management to purchase all of its assets upon the completion of this offering. We will pay Mediacom Management approximately $700,000 for the furniture, computers and other office equipment that Mediacom Management purchased to conduct its operations. The purchase price to be paid to Mediacom Management for such assets will approximate their carrying value.

Other Relationships

Prior to the issuance of our common stock in exchange for all membership interests in Mediacom LLC, Chase Manhattan Capital, LLC and CB Capital Investors, LLC were members of Mediacom LLC. Chase Manhattan Capital, LLC and CB Capital Investors, LLC are parties related to Chase Securities Inc. and The Chase Manhattan Bank. For the years ended December 31, 1997 and 1998, Chase Securities Inc. received fees of approximately $1.4 million and $444,000 for its role as placement agent in connection with the original placement of membership interests in Mediacom LLC. In addition, for the year ended December 31, 1998, Chase Securities Inc. received a fee of approximately $1.8 million for its role as advisor in connection with our acquisition of the Cablevision systems. For the year ended December 31, 1998, The Chase Manhattan Bank received fees of $200,000 in connection with the provision of a letter of credit in favor of the sellers of the Cablevision systems to secure our performance of certain obligations under the acquisition agreement.

Chase Securities Inc. was the arranger and The Chase Manhattan Bank served as the administrative agent and a lender under each of our former subsidiary credit facilities. For the period ended December 31, 1996, and for the years ended December 31, 1997 and 1998, Chase Securities Inc. and The Chase Manhattan Bank received aggregate fees of approximately $600,000, $375,000 and $2.9 million for these services. In addition, Chase Securities Inc. was the arranger and The Chase Manhattan Bank is the administrative agent and a lender under each of our subsidiary credit facilities. For these services, Chase Securities Inc. and The Chase Manhattan Bank received aggregate fees of $1.0 million to date in 1999. We expect to use the net proceeds from this offering to repay outstanding indebtedness under our subsidiary credit facilities. The Chase Manhattan Bank will receive its proportionate share of the repayment. In 1998, we repaid promissory notes held by The Chase Manhattan Bank in the aggregate principal amount of $20.0 million, plus accrued interest in the amount of $300,000.

Chase Securities Inc. acted as an initial purchaser in connection with the offering of our 8 1/2% senior notes in 1998 and our 7 7/8% senior notes in 1999. Chase Securities Inc. received fees in the amount of approximately $5.5 million in 1998 and $3.1 million in 1999 in connection with the offerings.

Chase Securities Inc. acted as an advisor in connection with our acquisition of the Triax systems. For these services, Chase Securities Inc. received a fee in the amount of $3.0 million. Upon completion of this offering, one individual associated with Chase Securities Inc., Thomas V. Reifenheiser, will become a member of our board of directors.

Prior to the issuance of our common stock in exchange for all membership interests in Mediacom LLC, Morris Communications was a member of Mediacom LLC. Morris Communications received commitment fees of approximately $2.0 million in 1998 and $268,000 in 1999 in connection with its capital contributions to Mediacom LLC. Upon completion of this offering, two individuals associated with Morris Communications, William S. Morris III and Craig S. Mitchell, will become members of our board of directors.

Prior to the issuance of our common stock in exchange for all membership interests in Mediacom LLC, U.S. Investor, Inc. was a member of Mediacom LLC. In connection with its purchase of a cable television system in Kern County, California from Booth American Company, the parent of U.S. Investor, one of our subsidiaries issued to Booth American Company an unsecured senior subordinated note in the original amount of $2.8 million. Interest on the note was deferred throughout the term and was payable on prepayment or at maturity on June 28, 2006. In 1998, the annual interest rate on the note was 9.0%. The note, together with all accrued interest, was repaid on September 24, 1999.

Until November 3, 1999, Mediacom LLC's operating agreement obligated its members to make capital contributions to Mediacom LLC. The following table sets forth the capital contributions made since January 1, 1997 by those members of Mediacom LLC who owned more than 5% of its membership interests. The capital contributions made by those members on November 3, 1999 are part of the $10.5 million equity contribution made by the members of Mediacom LLC in connection with the acquisition of the Triax systems.

	Date of Capital Contribution			
Member	June 22, 1997	September 18, 1997	January 22, 1998	November 3, 1999
	(dollars in thousands)			
U.S. Investor, Inc.	$1,950.0	$ 500.0	$ 2,293.8	$ 256.2
Morris Communications Corporation	9,750.0	2,500.0	79,832.5	8,917.5
CB Capital Investors, LLC	3,900.0	1,000.0	4,587.6	512.4

Robert L. Winikoff, one of our director nominees, is a partner at the law firm of Cooperman Levitt Winikoff Lester & Newman, P.C., that has served as our general outside counsel on various matters. Cooperman Levitt Winikoff Lester & Newman, P.C. received fees from Mediacom LLC in the amount of $409,000 in 1996, $462,000 in 1997 and $807,000 in 1998.

Changes to Organizational Structure

We are a newly formed Delaware corporation. Immediately prior to this offering, we will issue 40,977,562 shares of our Class A common stock and 29,022,438 shares of our Class B common stock in exchange for all of the outstanding membership interests of Mediacom LLC, which currently serves as the holding company for our operating subsidiaries. As a result, we will become the parent company of Mediacom LLC, which will continue to serve as the holding company of our subsidiaries.

Mediacom LLC's amended operating agreement provides that upon the occurrence of certain events, including this offering, the executive committee of Mediacom LLC will make a determination of the aggregate equity value of Mediacom LLC. Based on this determination, Mediacom LLC will issue additional membership interests to its members, each having a value upon issuance of $1,000. Giving effect to this offering at an initial public offering price of $17.50 per share and a determination of the aggregate equity value of Mediacom LLC of $1.225 billion, Mediacom LLC will issue additional membership interests to its members based upon such determination immediately prior to this offering. These newly issued membership interests will be exchanged for our common stock.

Mediacom LLC's amended operating agreement contains provisions relating to a special allocation of membership interests to Mr. Commisso, our executive officers and some of our non-executive officers under certain circumstances. In accordance with these special allocation provisions, Mr. Commisso was issued additional membership interests that had a value upon issuance of $600,000, $3.7 million and $57.9 million in 1997, 1998 and 1999. Upon completion of this offering, Mediacom LLC's amended operating agreement will be further amended to remove these special allocation provisions. In connection with the amendment and the removal of a portion of the special allocation provisions of the operating agreement and the amendments to our management agreements with Mediacom Management on November 19, 1999, Mr. Commisso and such executive and non-executive officers will be issued new membership interests representing 16.5% of the aggregate equity value of Mediacom LLC, which amount is then adjusted to give effect to the dilution of the equity interests of Mr. Commisso and related parties resulting from the issuance of such new membership interests. These newly issued membership interests, as adjusted for such dilution effect, will be exchanged for 7,295,025 shares of our Class B common stock, which will have an aggregate value of approximately $127.7 million at $17.50 per share.

In addition, in connection with the amendment and the removal of the remainder of the special allocation provisions of the operating agreement, Rocco Commisso, Mark Stephan, James Carey, Joseph Van Loan, Italia Commisso Weinand and nine of our non-executive officers will receive options to purchase 6,851,108, 95,014, 53,208, 64,610, 64,610 and an aggregate of 71,451 shares of our Class B common stock, or 7,079,479, 98,181, 54,981, 66,763, 66,763 and an aggregate of 73,832 shares of our Class B common stock, if the underwriters' over-allotment option is exercised in full. These options have a term of five years and are exercisable, commencing six months after the date of this prospectus, at a price equal to the initial public offering price set forth on the cover page of this prospectus. Except for shares of common stock and options held by Mr. Commisso, the shares and options initially are subject to vesting in five equal annual installments, which vesting period is deemed to have commenced for each officer on various dates prior to this offering. All such shares and options which vest initially are nonetheless subject to potential forfeiture during the first three years after vesting under the circumstances described below. If a beneficial owner other than Mr. Commisso desires to sell such vested shares or exercise such options, or if such beneficial owner's employment with us is terminated for any reason, Mr. Commisso will have the option to purchase such shares or options at their fair market value. In the event that Mr. Commisso exercises this purchase option, a portion of the shares or options vested for less than three years will nonetheless be forfeited to Mr. Commisso if, during such three year period, such owner voluntarily terminates his employment with us or elects to sell such shares or exercise such options, or if such owner's employment with us is terminated for cause. No forfeiture of vested shares or options will occur if Mr. Commisso elects not to exercise his purchase option, or if the employee is terminated by us without cause or as a result of death or disability. Upon a change of control, all such shares will vest and not be subject to forfeiture.

Registration Rights

We and Rocco B. Commisso, Morris Communications, CB Capital Investors, Chase Manhattan Capital, U.S. Investor, Private Market Fund and our less than 5% stockholders have entered into a registration rights agreement with respect to their shares of common stock. For additional information concerning the registration rights agreement, see "Shares Eligible for Future Sale--Registration Rights."

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our common stock, after giving effect to the issuance of our common stock in exchange for all membership interests in Mediacom LLC, by:

- each person known by us to beneficially own more than 5% of any class of our common stock;
- each of our directors and director nominees;
- our Chief Executive Officer and our four other most highly compensated executive officers; and
- all of our directors, director nominees and executive officers as a group.

The amounts and percentages of common stock beneficially owned are reported on the basis of regulations of the Securities and Exchange Commission governing the determination of beneficial ownership of securities. Under the rules of the Securities and Exchange Commission, a person is deemed to be a beneficial owner of a security if that person has or shares voting power, which includes the power to vote or to direct the voting of such security, or investment power, which includes the power to dispose of or to direct the disposition of such security. Unless otherwise indicated below, each beneficial owner named in the table below has sole voting and sole investment power with respect to all shares beneficially owned, subject to community property laws where applicable. Holders of Class A common stock are entitled to one vote per share, while holders of Class B common stock are entitled to ten votes per share. Holders of both classes of common stock will vote together as a single class on all matters presented for a vote, except as otherwise required by law. The information set forth in the following table excludes any shares of our common stock purchased in this offering by the respective beneficial owner. Percentage of beneficial ownership of Class A common stock is based on 40,977,562 shares of Class A common stock outstanding immediately prior to this offering and 60,977,562 shares of Class A common stock outstanding immediately after this offering. Percentage of beneficial ownership of Class B common stock is based on 29,022,438 shares of Class B common stock outstanding both immediately before and after this offering. Unless otherwise indicated, the address of each beneficial owner of more than 5% of Class A or Class B common stock is Mediacom Communications Corporation, 100 Crystal Run Road, Middletown, New York 10941.

	Class A Common Stock				Class B Common Stock		Percent of Vote as a Single Class	
	Before Offering		After Offering					
Name of Beneficial Owner	Number	Percent	Number	Percent	Number	Percent	Before Offering	After Offering
Rocco B. Commisso.......	--	-- %	--	-- %	29,022,438(7)	100%	87.6%	82.6%
Morris Communications Corporation(1).........	28,532,875	69.6	28,532,875	46.8	--	--	8.6	8.1
CB Capital Investors, LLC(2)..................	4,256,834	10.4	4,256,834	7.0	--	--	1.3	1.2
U.S. Investor, Inc.(3)..	3,075,226	7.5	3,075,226	5.0	--	--	*	*
Private Market Fund, L.P.(4)................	2,385,768	5.8	2,385,768	3.9	--	--	*	*
Mark E. Stephan.........	--	--	--	--	382,992(8)(9)	1.3	--	--
William S. Morris III(1)(5)..............	28,532,875	69.6	28,532,875	46.8	--	--	8.6	8.1
Craig S. Mitchell(1)(6)..........	28,622,264	69.9	28,622,264	46.9	--	--	8.6	8.1
Thomas V. Reifenheiser..	--	--	--	--	--	--	--	--
Natale S. Ricciardi.....	--	--	--	--	--	--	--	--
Robert L. Winikoff......	--	--	--	--	--	--	--	--
James M. Carey..........	--	--	--	--	214,475(9)(10)	*	--	--
Joseph Van Loan.........	--	--	--	--	260,434(9)(11)	*	--	--
Italia Commisso Weinand................	--	--	--	--	260,434(9)(12)	*	--	--
All executive officers, directors and director nominees as a group (8 persons)..............	28,622,264	69.9	28,622,264	46.9	29,022,438	100.0	96.3	90.8

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* Represents beneficial ownership of less than 1%.

(1) The address of the beneficial owner is 725 Broad Street, Augusta, Georgia 30901.

(2) Includes approximately 862,950 shares of Class A common stock owned by its affiliate, Chase Manhattan Capital, LLC. The address of the beneficial owner is c/o Chase Capital Partners, 380 Madison Avenue, New York, New York 10017.

(3) A party related to Booth American Company. The address of the beneficial owner is 333 West Fort Street, Detroit, Michigan 48226.

(4) The address of the beneficial owner is c/o Pacific Corporate Group, 1200 Prospect Street, Suite 200, La Jolla, California 92037.

(5) Represent shares held by Morris Communications. Mr. Morris is the Chairman and Chief Executive Officer of Morris Communications and is deemed to be in control of Morris Communications.

(6) Includes 28,532,875 shares held by Morris Communications. Mr. Mitchell is a director and the Vice President, Finance and Treasurer of Morris Communications. Mr. Mitchell disclaims any beneficial ownership of the shares held by Morris Communications.

(7) Also includes 1,406,346 shares of Class B common stock owned of record by other stockholders, for which Mr. Commisso holds an irrevocable proxy, representing all remaining shares of Class B common stock outstanding.

(8) All of these shares are subject to vesting in five equal annual installments, which vesting period is deemed to have commenced on March 18, 1997. 229,795 of these shares are currently vested.

(9) If such beneficial owner desires to sell vested shares, or if such beneficial owner's employment with us is terminated for any reason, Mr. Commisso will have the option to purchase such shares. In the event that Mr. Commisso exercises this purchase option, a portion of the vested shares vested for less than three years will nonetheless be forfeited to Mr. Commisso if, during such three year period, such beneficial owner voluntarily terminates his employment with us or elects to sell such shares or if such beneficial owner's employment with us is terminated for cause. Such forfeiture of vested shares will not occur if Mr. Commisso does not exercise his purchase option or if the beneficial owner is terminated by us without cause or as a result of death or disability. Upon a change of control, all such shares will vest and not be subject to forfeiture. In addition, such beneficial owner has granted Mr. Commisso an irrevocable proxy which may be exercised by Mr. Commisso in connection with any action to be taken by our stockholders.

(10) All of these shares are subject to vesting in five equal annual installments, which vesting period is deemed to have commenced on September 15, 1998. 85,790 of these shares are currently vested.

(11) All of these shares are subject to vesting in five equal annual installments, which vesting period is deemed to have commenced on November 4, 1997. 156,260 of these shares are currently vested.

(12) All of these shares are subject to vesting in five equal annual installments, which vesting period is deemed to have commenced on April 21, 1997. 156,260 of these shares are currently vested.

DESCRIPTION OF CERTAIN INDEBTEDNESS

Credit Facilities

Our operating subsidiaries, through two separate borrowing groups we refer to as the Mediacom USA Group and the Mediacom Midwest Group, currently obtain bank financing through two separate credit facilities. The credit facilities for each borrowing group have no cross-default provisions relating directly to each other, have different revolving credit periods and contain separately negotiated covenants tailored for each borrowing group. The credit facilities restrict the ability of each borrowing group to make distributions to Mediacom LLC, subject to limited exceptions.

Financing for the operations of the Mediacom USA Group is provided by a credit agreement among the operating subsidiaries comprising the Mediacom USA Group, the lenders party thereto and The Chase Manhattan Bank, as administrative agent. The Mediacom USA credit facility is a $550.0 million credit facility, consisting of a $450.0 million reducing revolving credit facility and a $100.0 million term loan. The revolving credit facility expires March 31, 2008, subject to earlier repayment on June 30, 2007 if we do not refinance our 8 1/2% senior notes prior to March 31, 2007. Principal on the outstanding term loan is payable in quarterly installments of $250,000 with the balance due and payable on September 30, 2008, and is also subject to earlier repayment on September 30, 2007 if we do not refinance our 8 1/2% senior notes prior to March 31, 2007. At January 10, 2000, there was $443.5 million of indebtedness outstanding under the Mediacom USA credit facility. The Mediacom USA 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 overnight rate plus 1/2 of 1% and the prime commercial lending rate, and a eurodollar rate, based on the interbank eurodollar interest rate. Interest rate margins for the Mediacom USA credit facility depend upon the performance of the Mediacom USA Group measured by its leverage ratio, or the ratio of indebtedness to the immediately preceding quarter's operating cash flow, multiplied by four. The interest rate margins for the Mediacom USA credit facility are as follows:

- interest on outstanding revolving loans is payable at either the eurodollar rate plus a floating percentage ranging from 0.75% to 2.25% depending on the leverage ratio or the base rate plus a floating percentage ranging from 0% to 1.25% depending on the leverage ratio; and

- interest on term loans 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%.

The weighted average interest rate at January 10, 2000 on the outstanding borrowings under the Mediacom USA credit facility was 8.0%. As of January 10, 2000, interest rate swap agreements had been entered into to hedge the underlying eurodollar rate exposure in the amount of $50.0 million with an expiration date ranging from 2000 to 2002.

The reducing revolving credit facility is available to the Mediacom USA Group to fund acquisitions, to make payments to us under limited circumstances, to pay management fees, to make investments and to finance capital expenditures and working capital needs. Up to $100.0 million of the revolving credit facility is available for letters of credit.

Financing for the operations of the Mediacom Midwest Group is provided by a credit agreement among the operating subsidiaries comprising the Mediacom Midwest Group, the lenders party thereto and The Chase Manhattan Bank, as administrative agent. The Mediacom Midwest credit facility is a $550.0 million credit facility, consisting of a $450.0 million reducing revolving credit facility and a $100.0 million term loan. The $450.0 million revolving credit facility expires June 30, 2008, subject to earlier repayment on September 30, 2007 if we do not refinance our 8 1/2% senior notes prior to March 31, 2007. Principal on the outstanding term loan is payable in quarterly installments of between $125,000 and $250,000 with the balance due and payable on December 31, 2008, and is also subject to earlier repayment on December 31, 2007 if we do not refinance our 8 1/2% senior notes prior to March 31, 2007. At January 10, 2000, there was $372.5 million of indebtedness outstanding under the Mediacom Midwest credit facility. The Mediacom Midwest 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 overnight rate plus 1/2 of 1% and the prime commercial lending rate, and a eurodollar rate based on the interbank eurodollar interest rate. Interest rate margins for the Mediacom Midwest credit facility depend upon performance measured by the leverage ratio of the Mediacom Midwest Group. The interest rate margins for the Mediacom Midwest credit facility are as follows:

- interest on outstanding revolving loans is payable at either the eurodollar rate plus a floating percentage ranging from 0.75% to 2.25% depending on the leverage ratio or the base rate plus a floating percentage ranging from 0% to 1.25% depending on the leverage ratio; and

- interest on term loans 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%.

The weighted average interest rate at January 10, 2000 on the outstanding borrowings under the Mediacom Midwest credit facility was 8.1%.

The reducing revolving credit facility is available to the Mediacom Midwest Group to make restricted payments to us, to pay management fees, to make investments and to finance capital expenditures, working capital needs and acquisitions. Up to $100.0 million of the revolving credit facility is available for letters of credit.

In general, each credit facility requires the borrowing groups to use the proceeds from specified debt issuances and asset dispositions to prepay borrowings under the relevant borrowing group's credit facility and to reduce permanently commitments thereunder. Each facility also requires mandatory prepayments of amounts outstanding and permanent reductions in the commitments thereunder, beginning in 2002, based on a percentage of excess cash flow.

Each credit facility is secured by a pledge of Mediacom LLC's ownership interests in the subsidiaries forming the relevant borrowing group, and is guaranteed by Mediacom LLC on a limited recourse basis to the extent of such ownership interests.

Each credit facility contains covenants, including:

- limitations on mergers and acquisitions, consolidations and sales of assets;

- limitations on liens;

- incurrence of additional indebtedness;

- investments;

- restricted payments;

- maintenance of specified financial ratios;

- payment of management fees;

- capital expenditures; and

- restrictions on transactions with related parties.

In addition, an event of default will occur under each credit facility if, among other things:

- Mr. Commisso ceases to be our Chairman and Chief Executive Officer and, in the case of the Mediacom Midwest credit facility, the Chairman and Chief Executive Officer of Zylstra;

- we or Mediacom LLC shall cease to act as manager of our subsidiaries;

- we or Mediacom LLC shall cease to own 50.1% or more of the aggregate voting rights of the equity interests of our subsidiaries;

- specified change of control events occur and are continuing; or

- Mr. Commisso, his family members, his affiliates and our officers and employees collectively cease to own at least 50.1% of the combined voting power of our common stock on a fully-diluted basis.

Senior Notes

The following is a summary of the 8 1/2% senior notes and the 7 7/8% senior notes:

- Aggregate Principal Amount

  -- 8 1/2% senior notes: $200,000,000

  -- 7 7/8% senior notes: $125,000,000

- Maturity

  -- 8 1/2% senior notes: April 15, 2008

  -- 7 7/8% senior notes: February 15, 2011

- Interest Rate and Payment Dates

  -- 8 1/2% senior notes: Bear interest at a rate of 8 1/2% per annum, payable semi-annually on April 15 and October 15 of each year.

  -- 7 7/8% senior notes: Bear interest at the rate of 7 7/8% per annum, payable semi-annually on February 15 and August 15 of each year.

- Optional Redemption. On or after April 15, 2003 with respect to the 8 1/2% senior notes and on or after February 15, 2006 with respect to the 7 7/8% senior notes, Mediacom LLC and Mediacom Capital Corporation may redeem the notes. On or before April 15, 2001 with respect to the 8 1/2% senior notes and on or before February 15, 2002 with respect to the 7 7/8% senior notes, Mediacom LLC and Mediacom Capital may redeem up to 35% of the aggregate principal amount of the notes originally issued at the price specified in the relevant indenture relating to the notes:

  -- only with the proceeds of one or more equity offerings; and

  -- only if at least 65% of the aggregate principal amount of the notes originally issued remains outstanding after each redemption.

- Change of Control. If Mediacom LLC and Mediacom Capital sell specified assets or if Mediacom LLC and Mediacom Capital experience specific kinds of changes of control, holders of the 8 1/2% senior notes and the 7 7/8% senior notes will have the opportunity to sell their notes to Mediacom LLC and Mediacom Capital at 101% of the principal amount of such notes plus accrued and unpaid interest and liquidated damages, if any, to the date of purchase.

- Ranking. The 8 1/2% senior notes and the 7 7/8% senior notes:

  -- are general unsecured obligations of Mediacom LLC and Mediacom Capital;

  -- rank on the same level with the existing and future senior indebtedness of Mediacom LLC and Mediacom Capital; and

  -- are subordinated to all indebtedness and other liabilities and commitments of the subsidiaries of Mediacom LLC and Mediacom Capital, including their credit facilities and trade payables.

. Covenants. The indentures governing the 8 1/2% senior notes and the 7 7/8% senior notes limit the activities of Mediacom LLC and Mediacom Capital and the activities of their restricted subsidiaries. The provisions of the indentures limit their ability, subject to important exceptions:

-- to incur additional indebtedness;

-- to pay dividends or make other restricted payments;

-- to sell assets or subsidiary stock;

-- to enter into transactions with related parties;

-- to create liens;

-- to enter into agreements that restrict dividends or other payments from restricted subsidiaries;

-- to merge, consolidate or sell all or substantially all of our assets; and

-- with respect to restricted subsidiaries, to issue capital stock.

DESCRIPTION OF CAPITAL STOCK

General

Our authorized capitalization consists of 300,000,000 shares of Class A common stock, par value $.01 per share, 100,000,000 shares of Class B common stock, par value $.01 per share, and 100,000,000 shares of preferred stock, par value $.01 per share.

Concurrently with the completion of this offering, the holders of the membership interests of Mediacom LLC will exchange all of their membership interests for shares of our common stock in accordance with the relative ownership percentages of membership interests in Mediacom LLC immediately prior to the completion of this offering. As a result of the exchange, Mediacom LLC will become our wholly-owned subsidiary and will continue to serve as the holding company for our operating subsidiaries.

Upon completion of the exchange of membership interests for shares of our common stock and without giving effect to this offering, 40,977,562 shares of Class A common stock and 29,022,438 shares of Class B common stock will be outstanding. No shares of preferred stock will be outstanding.

Common Stock

The rights of the holders of Class A and Class B common stock are substantially identical in all respects, except for voting and conversion rights. Only certain directors, officers and other members of our management group and certain other permitted holders, including relatives and affiliates of these persons, as described in our certificate of incorporation, may hold Class B common stock. There is no limitation on who may hold Class A common stock. Holders of Class A common stock are entitled to one vote per share. Holders of Class B common stock are entitled to ten votes per share. Holders of all classes of common stock entitled to vote will vote together as a single class on all matters presented to the stockholders for their vote or approval, except as otherwise required by the Delaware General Corporation Law. Under Delaware law, the holders of each class of common stock are entitled to vote as a separate class with respect to any amendment to our certificate of incorporation that would increase or decrease the aggregate number of authorized shares of such class, increase or decrease the par value of such class, or modify or change the powers, preferences or special rights of the shares of such class so as to affect such class adversely. Our certificate of incorporation does not provide for cumulative voting for the election of our directors, with the result that stockholders owning or controlling more than 50% of the total votes cast for the election of directors can elect all of the directors. See "Risk Factors-- Our Chairman and Chief Executive Officer has the ability to control all major corporate decisions, which could inhibit or prevent a change of control or a change in management."

Subject to the dividend rights of holders of preferred stock, holders of common stock are entitled to receive dividends when, as and if declared by the board of directors out of funds legally available for this purpose. In the event of our liquidation, dissolution or winding up, the holders of both classes of common stock are entitled to receive on a proportional basis any assets remaining available for distribution after payment of our liabilities and after provision has been made for payment of liquidation preferences to all holders of preferred stock. Holders of common stock have no conversion, redemption or sinking fund provisions or preemptive or other subscription rights, except that:

- in the event any shares of Class B common stock are transferred to persons other than certain directors, officers and other members of our management group, or certain other permitted holders, such shares will be converted automatically into shares of Class A common stock on a one-for-one basis; and

- each share of Class B common stock is convertible into one share of Class A common stock at the option of the holder at any time.

Preferred Stock

Our certificate of incorporation authorizes us to issue 100,000,000 shares of blank check preferred stock having rights senior to our common stock. Our board of directors is authorized, without further stockholder approval, to issue preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof, including dividend rights, conversion rights, voting rights, redemption terms and liquidation preferences, and to fix the number of shares constituting any series and the designations of these series.

The issuance of preferred stock may have the effect of delaying or preventing a change of control of us. The issuance of preferred stock could decrease the amount of earnings and assets available for distribution to the holders of common stock or could adversely affect the voting power or other rights of the holders of common stock. We currently have no plans to issue any shares of preferred stock.

Limitations on Liability

As permitted by Delaware law, our certificate of incorporation provides that our directors shall not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders;

- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

- under Section 174 of the Delaware General Corporation Law, relating to unlawful payment of dividends or unlawful stock purchases or redemption; or

- for any transaction from which the director derives an improper personal benefit.

As a result of this provision, we and our stockholders may be unable to obtain monetary damages from a director for breach of his or her duty of care.

Our certificate of incorporation and by-laws provide for the indemnification of our directors and officers, and, to the extent authorized by the board of directors in its sole and absolute discretion, employees and agents, to the fullest extent authorized by, and subject to the conditions set forth in Delaware law, except that we will indemnify a director or officer in connection with a proceeding or part thereof, initiated by such person, only if the proceeding or part thereof was authorized by our board of directors. The indemnification provided under the certificate of incorporation and by-laws includes the right to be paid the expenses, including attorneys's fees, in advance of any proceeding for which indemnification may be had, provided that the payment of these expenses, including attorneys' fees, incurred by a director, officer, employee or agent in advance of the final disposition of a proceeding may be made only upon delivery to us of an undertaking by or on behalf of the director, officer, employee or agent to repay all amounts so paid in advance if it is ultimately determined that the director or officer is not entitled to be indemnified.

Under the by-laws, we have the power to purchase and maintain insurance on behalf of any person who is or was one of our directors, officers, employees or agents, against any liability asserted against the person or incurred by the person in any such capacity, or arising out of the person's status as such, and related expenses, whether or not we would have the power to indemnify the person against such liability under the provisions of Delaware law. We currently have no plans to purchase director and officer liability insurance on behalf of our directors and officers.

Delaware Anti-Takeover Law

We will be subject to the provisions of Section 203 of Delaware law. Section 203 prohibits publicly held Delaware corporations from engaging in a business combination with an interested stockholder for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- prior to the business combination our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder; or

- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, such stockholder owned at least 85% of our outstanding voting stock at the time such transaction commenced, excluding for the purpose of determining the number of shares outstanding those shares owned:

  - by our officers and directors and

  - by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- at or subsequent to such time the business combination is approved by our board of directors and authorized at an annual or special meeting of our stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of our outstanding voting stock which is not owned by the interested stockholder.

A business combination includes mergers, asset sales and other transactions resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an interested stockholder is a person who, together with affiliates and associates, owns, or within three years did own, 15% or more of the corporation's voting stock. These provisions could have the effect of delaying, deferring or preventing a change of control of us or reducing the price that certain investors might be willing to pay in the future for shares of our Class A common stock.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock will be ChaseMellon Shareholder Services, L.L.C.

SHARES ELIGIBLE FOR FUTURE SALE

General

Upon the completion of this offering, we will have 90,000,000 shares of common stock issued and outstanding, including 60,977,562 shares of Class A common stock and 29,022,438 shares of Class B common stock. All outstanding shares of common stock other than those issued in this offering will be restricted securities as that term is defined in Rule 144 and also subject to certain restrictions on disposition. Restricted securities may be sold in the public market only if registered or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act. Sales of restricted securities in the public market, or the availability of such shares for sale, could have an adverse effect on the price of the Class A common stock. See "Dilution."

Registration Rights

We and Rocco Commisso, Morris Communications, CB Capital Investors, Chase Manhattan Capital, U.S. Investor, Private Market Fund and our less than a 5% stockholders have entered into a registration rights agreement, in accordance with which we have granted to such persons as long as such persons hold common stock received in exchange for their membership interests in Mediacom LLC various demand rights commencing 180 days after the completion of this offering to cause us to file a registration statement under the Securities Act covering resales of all shares of common stock held by such persons, and to use our best efforts to cause such registration statement to become effective. The registration rights agreement also grants piggyback registration rights which permit such persons to include their registrable securities in a registration of securities by us. We are obligated to pay the expenses of such registrations.

Rule 144

In general, under Rule 144, as currently in effect, beginning 90 days after the date of this prospectus, a person who has beneficially owned restricted shares of our Class A common stock for at least one year would be entitled to sell within any three month period a number of shares that does not exceed the greater of either of the following:

- 1% of the number of shares of Class A common stock then outstanding, which will equal 609,776 shares immediately after this offering; and

- the average weekly trading volume of the Class A common stock on The Nasdaq Stock Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales under Rule 144 are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 144(k)

Under Rule 144(k), a person who is not deemed to have been one of our affiliates at the time of or at any time during the three months preceding a sale, and who has beneficially owned the restricted shares proposed to be sold for at least two years, including the holding period of any prior owner other than an affiliate, is entitled to sell such shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144. Therefore, unless otherwise restricted, shares covered by Rule 144(k) may be sold immediately upon the completion of this offering. The sale of such shares, or the perception that sales will be made, could adversely effect the price of our Class A common stock after this offering because a greater supply of shares would be, or would be perceived to be, available for sale in the public market.

Further Restrictions on Transfer for Certain Persons

Our officers, directors and stockholders have agreed to enter into lock-up agreements with the underwriters of this offering generally providing that they will not offer, sell, contract to sell, pledge or otherwise dispose of any shares of our Class A common stock or securities convertible into or exchangeable or exercisable for any of our Class A common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of Credit Suisse First Boston Corporation for a period of 180 days after the date of this prospectus, subject to certain exceptions. As a result of these contractual restrictions, notwithstanding the possible earlier eligibility for sale under the provisions of Rules 144 and 144(k), shares subject to lock-up agreements may not be sold until such agreements expire or are waived by Credit Suisse First Boston Corporation. In addition, we have agreed that we will not offer, sell, contract to sell, pledge or otherwise dispose of or file with the Securities and Exchange Commission a registration statement under Securities Act relating to any shares of our Class A common stock or securities convertible into or exchangeable or exercisable for any of our Class A common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of Credit Suisse First Boston Corporation for a period of 180 days after the date of this prospectus, subject to certain exceptions.

UNDERWRITERS

Credit Suisse First Boston Corporation and Salomon Smith Barney Inc. are acting as joint book-running managers for this offering. Credit Suisse First Boston Corporation, Salomon Smith Barney Inc. and Donaldson, Lufkin & Jenrette Securities Corporation are acting as co-lead managers, and Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Chase Securities Inc., CIBC World Markets Corp. and First Union Securities, Inc. are acting as co-managers.

Under the terms and subject to the conditions contained in an underwriting agreement dated , 2000, we have agreed to sell to the underwriters named below, for whom Credit Suisse First Boston Corporation, Salomon Smith Barney Inc., Donaldson, Lufkin & Jenrette Securities Corporation, Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Chase Securities Inc., CIBC World Markets Corp. and First Union Securities, Inc. are acting as representatives, the following respective numbers of shares of our Class A common stock:

Underwriters	Number of Shares
Credit Suisse First Boston Corporation	
Salomon Smith Barney Inc.	
Donaldson, Lufkin & Jenrette Securities Corporation	
Goldman, Sachs & Co.	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Chase Securities Inc.	
CIBC World Markets Corp.	
First Union Securities, Inc.	
Total	20,000,000

The underwriting agreement provides that the underwriters are obligated to purchase all the shares of our Class A common stock offered in this offering if any are purchased, other than those shares covered by the over-allotment option described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or this offering of Class A common stock may be terminated.

We have granted to the underwriters a 30-day option to purchase on a proportional basis up to 3,000,000 additional shares of our Class A common stock at the initial public offering price less the underwriting discounts and commissions. This option may be exercised only to cover any over-allotments of our Class A common stock.

The underwriters propose to offer the shares of our Class A common stock initially at the public offering price on the cover page of this prospectus and to selling group members at that price less a concession of $ per share. The underwriters and selling group members may allow a discount of $ per share on sales to other broker/dealers. After the initial public offering, the public offering price and concession and discount to broker/dealers may be changed by the representatives.

The following table summarizes the compensation and estimated expenses we will pay. The compensation that we will pay to the underwriters will consist solely of the underwriting discounts, which are equal to the public offering price per share of Class A common stock less the amount the underwriters pay to us per share of Class A common stock, and commissions. The underwriters have not received and will not receive from us other items of compensation or expense in connection with this offering considered by the National Association of Securities Dealers, Inc. to be underwriting compensation under its Conduct Rules.

	Per Share		Total	
	Without Over-allotment	With Over-Allotment	Without Over-allotment	With Over-allotment
Underwriting discounts and commissions paid by us....................	$	$	$	$
Expenses payable by us..	$	$	$	$

The underwriters do not intend to confirm sales to any accounts over which they exercise discretionary authority.

We intend to use more than 10% of the net proceeds from the sale of the Class A common stock to repay indebtedness owed by us to Credit Suisse First Boston, New York branch, Citibank, N.A., The Chase Manhattan Bank, CIBC Inc. and First Union National Bank, each an affiliate of one of the underwriters. Accordingly, the offering is being made in compliance with the requirements of Rule 2710(c)(8) of the National Association of Securities Dealers, Inc. Conduct Rules. This rule provides generally that if more than 10% of the net proceeds from the sale of stock, not including underwriting compensation, is paid to the underwriters or their affiliates, the initial public offering price of the stock may not be higher than that recommended by a qualified independent underwriter meeting certain standards. Accordingly, Donaldson, Lufkin & Jenrette Securities Corporation is assuming the responsibilities of acting as the qualified independent underwriter in pricing the offering and conducting due diligence. The initial public offering price of the shares of common stock is no higher than the price recommended by Donaldson, Lufkin & Jenrette Securities Corporation. We have agreed to pay $5,000 to Donaldson, Lufkin & Jenrette Securities Corporation as compensation for its services as qualified independent underwriter in this offering.

We and our officers, directors and stockholders have agreed that we and they will not offer, sell, contract to sell, pledge or otherwise dispose of or file with the Securities and Exchange Commission a registration statement under the Securities Act relating to, any shares of our Class A common stock or securities convertible into or exchangeable or exercisable for any of our Class A common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of Credit Suisse First Boston Corporation for a period of 180 days after the date of this prospectus, except in our case for grants of employee stock options in accordance with the terms of a plan in effect on the date hereof, issuances of securities in accordance with the exercise of such options or the exercise of any other employee stock options outstanding on the date hereof.

At our request, the underwriters will reserve up to 1,000,000 shares of our Class A common stock to be sold, at the initial public offering price, to our directors, officers and employees, as well as to some of our business associates and individuals associated or affiliated with our directors. This directed share program will be administered by Salomon Smith Barney Inc. The number of shares of Class A common stock available for sale to the general public will be reduced to the extent these individuals purchase reserved shares. Any reserved shares of Class A common stock which are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares of Class A common stock offered by this prospectus. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with sales of the directed shares.

We and Mediacom LLC have agreed to indemnify the underwriters against liabilities under the Securities Act, or contribute to payments which the underwriters may be required to make in that respect.

Our Class A common stock has been approved for listing on The Nasdaq Stock Market's National Market under the symbol "MCCC."

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price will be determined by negotiation between us and the representatives, and does not reflect the market price for our Class A common stock following this offering. The principal factors to be considered in determining the initial public offering price include:

- the information in this prospectus and otherwise available to the representatives;
- the history of and prospects for the industry in which we will compete;
- our past and present operations;
- our past and present earnings and current financial position;
- the ability of our management;
- our prospects for future earnings;
- the recent market prices of, and the demand for, publicly traded common stock of generally comparable companies;
- the general condition of the securities markets at the time of this offering; and
- other relevant factors.

We can offer no assurance that the initial public offering price will correspond to the price at which the Class A common stock will trade in the public market subsequent to this offering or that an active trading market for the Class A common stock will develop and continue after this offering.

Individuals affiliated with Credit Suisse First Boston Corporation will beneficially own an aggregate of 0.2% of our Class A common stock after giving effect to this offering. These individuals purchased an aggregate of 50.2 membership interests in Mediacom LLC for a total purchase price of $50,240 on November 3, 1999. Chase Manhattan Capital, LLC and CB Capital Investors, LLC, each an affiliate of Chase Securities Inc., will beneficially own an aggregate of 7.0% of our Class A common stock after giving effect to this offering. CB Capital Investors, LLC purchased an aggregate of 512.4 membership interests in Mediacom LLC for a total purchase price of $512,440 on November 3, 1999. Entities affiliated with Credit Suisse First Boston Corporation, Salomon Smith Barney Inc., Chase Securities Inc., CIBC World Markets Corp. and First Union Securities, Inc. are lenders under our subsidiary credit facilities, a portion of which will be repaid with the net proceeds of this offering. Chase Securities Inc. and its affiliates engage from time to time in various general financing and banking transactions with us and our affiliates. Chase Securities Inc. was the arranger and The Chase Manhattan Bank is the administrative agent and a lender under each of our subsidiary credit facilities. Chase Securities Inc. acted as an advisor to us in connection with the acquisition of the Triax systems. In addition, certain investment affiliates of Donaldson, Lufkin & Jenrette Securities Corporation previously owned an interest in the Triax systems. Upon completion of this offering, Thomas V. Reifenheiser, a Managing Director and Group Executive for the Global Media and Telecom Group of Chase Securities Inc., will become a member of our board of directors.

The representatives, on behalf of the underwriters, may engage in over-allotment, stabilizing transactions, syndicate covering transactions and penalty bids in accordance with Regulation M under the Exchange Act.

- Over-allotment involves syndicate sales in excess of this offering size, which creates a syndicate short position.
- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.
- Syndicate covering transactions involve purchases of the Class A common stock in the open market after the distribution has been completed in order to cover syndicate short positions.
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the Class A common stock originally sold by such syndicate member is purchased in a stabilizing transaction or a syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may cause the price of our Class A common stock to be higher than it would otherwise be in the absence of these transactions. These transactions may be effected on The Nasdaq National Market or otherwise and, if commenced, may be discontinued at any time.

LEGAL MATTERS

The validity of the shares of Class A common stock offered hereby will be passed upon for us by Cooperman Levitt Winikoff Lester & Newman, P.C., New York, New York. Robert L. Winikoff, one of our director nominees, is a partner of Cooperman Levitt Winikoff Lester & Newman, P.C. Cahill Gordon & Reindel, New York, New York, will pass upon certain legal matters in connection with this offering.

EXPERTS

The audited consolidated financial statements of Mediacom LLC and subsidiaries included in this prospectus and elsewhere in the registration statement have 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 giving said reports.

The following audited consolidated financial statements of U.S. Cable Television Group, L.P. and subsidiaries, appearing elsewhere herein, have been included in this prospectus and in the registration statement in reliance upon the reports of KPMG LLP, independent certified public accountants, and upon the authority of said firm as experts in accounting and auditing:

- the consolidated balance sheets of U.S. Cable Television Group, L.P. and subsidiaries as of December 31, 1997 and 1996 and the related consolidated statements of operations, partners' capital (deficiency) and cash flows for the year ended December 31, 1997 and for the periods January 1, 1996 to August 12, 1996, and August 13, 1996 to December 31, 1996; and

- the consolidated balance sheets of U.S. Cable Television Group, L.P. and subsidiaries as of December 31, 1996 and 1995 and the related consolidated statements of operations, partners' capital (deficiency) and cash flows for the periods January 1, 1996 to August 12, 1996, and August 13, 1996 to December 31, 1996 and for the years ended December 31, 1995 and 1994.

The reports of KPMG LLP include an explanatory paragraph relating to a change in cost basis of the consolidated financial information as a result of a redemption of certain limited and general partnership interests effective August 13, 1996.

The audited financial statements of Triax Midwest Associates, L.P. included in this prospectus and elsewhere in the registration statement have 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 giving said reports.

AVAILABLE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1, including all amendments, exhibits, schedules and supplements thereto, under the Securities Act and the rules and regulations thereunder, for the registration of the Class A Common Stock offered hereby. 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 and regulations of the Securities and Exchange Commission. For further information about us and the Class A common stock offered in this prospectus, you should refer to the registration statement and its exhibits. You may read and copy any document we file with the Securities and Exchange Commission at the public reference facilities maintained by the Securities and Exchange Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Securities and Exchange Commission's regional offices at 3475 Lenox Road, N.E., Suite 1000, Atlanta, Georgia 30326-1232. Copies of such material may be obtained from the Public Reference Section of the Securities and Exchange Commission at 450 Fifth Street, NW, Washington, D.C. 20549, at prescribed rates. The public may obtain information regarding the Washington, D.C. Public Reference Room by calling the SEC at 1-800-SEC-0330. You can also review such material by accessing the Securities and Exchange 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 Securities and Exchange Commission.

We intend to furnish to each of our stockholders annual reports containing audited financial statements and quarterly reports containing unaudited financial information for the first three-quarters of each fiscal year. We will also furnish to each of our stockholders such other reports as may be required by law.

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MEDIACOM LLC AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

U.S. CABLE TELEVISION GROUP, L.P. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

TRIAX MIDWEST ASSOCIATES, L.P.

FINANCIAL STATEMENTS

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Note--Upon completion of this offering and the exchange of membership interests in Mediacom LLC for our common stock, Mediacom LLC will become our wholly-owned subsidiary. Prior to such time, Mediacom Communications Corporation had no assets, liabilities, contingent liabilities or operations.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Mediacom LLC:

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

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

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

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

Arthur Andersen LLP

Stamford, Connecticut
March 5, 1999
(except with respect to the
matter discussed in note 15,
as to which the date

is February 2, 2000

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

	December 31, 1998	December 31, 1997
ASSETS		
Cash and cash equivalents	$ 2,212	$ 1,027
Subscriber accounts receivable, net of allowance for doubtful accounts of $298 in 1998 and $56 in 1997	2,512	618
Prepaid expenses and other assets	1,712	1,358
Investment in cable television systems:		
Inventory	8,240	1,032
Property, plant and equipment, at cost	314,627	51,735
Less--accumulated depreciation	(45,423)	(5,737)
Property, plant and equipment, net	269,204	45,998
Intangible assets, net of accumulated amortization of $26,307 in 1998 and $3,478 in 1997	150,928	48,966
Total investment in cable television systems	428,372	95,996
Other assets, net of accumulated amortization of $3,854 in 1998 and $526 in 1997	16,344	3,792
Total assets	$451,152	$102,791
LIABILITIES AND REDEEMABLE MEMBERS' EQUITY		
LIABILITIES		
Debt	$337,905	$ 72,768
Accounts payable	2,678	853
Accrued expenses	29,446	4,021
Subscriber advances	1,510	603
Management fees payable	962	105
Total liabilities	372,501	78,350
REDEEMABLE MEMBERS' EQUITY		
Capital contributions	124,990	30,990
Accumulated deficit	(46,339)	(6,549)
Total redeemable members' equity	78,651	24,441
Total liabilities and redeemable members' equity	$451,152	$102,791

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

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

	The Company			Predecessor
	Year Ended December 31,		March 12, 1996 through December 31,	January 1, 1996 through
	1998	1997	1996	March 11, 1996
Revenues	$ 129,297	$17,634	$ 5,411	$1,038
Costs and expenses:				
Service costs	43,849	5,547	1,511	297
Selling, general and administrative expenses	25,596	2,696	931	222
Management fee expense	5,797	882	270	52
Depreciation and amortization	65,793	7,636	2,157	527
Operating income (loss)	(11,738)	873	542	(60)
Interest expense, net	23,994	4,829	1,528	201
Other expenses	4,058	640	967	--
Net loss	$ (39,790)	$(4,596)	$(1,953)	$ (261)
Pro forma net loss and loss per share:				
Historical net loss before income taxes	$ (39,790)			
Pro forma income tax effects (note 15)	--			
Pro forma net loss	$ (39,790)			
Pro forma basic and diluted loss per share	$ (0.57)			
Pro forma common shares outstanding (note 15)	70,000,000			

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

MEDIACOM LLC AND SUBSIDIARIES

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

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

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

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

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

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

(1) The Limited Liability Company:

Organization

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

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

Capitalization

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

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

Allocation of Losses, Profits and Distributions

For 1996, pursuant to the 1996 Operating Agreement, net losses were allocated 98% to Rocco Commisso, the current Chief Executive Officer of the Company, and the balance to the other members ratably in accordance with their respective membership units. For 1997, pursuant to the 1997 Operating Agreement, net losses were allocated first to Mr. Commisso and the balance to the other members ratably in accordance with their respective membership units. For 1998, pursuant to the 1998 Operating Agreement, net losses are to be allocated first to Mr. Commisso; second, to the member owning the largest number of membership units in Mediacom; and third, to the members, other than Mr. Commisso, ratably in accordance with their respective positive capital account balances and membership units.

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

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

Revaluation

Mediacom's amended Operating Agreement provides that upon the occurrence of certain events such as an acquisition or an initial public offering, the Executive Committee of Mediacom will make a determination of the aggregate equity value of Mediacom. Based on this determination, Mediacom will issue additional membership interests to its members, each having a value upon issuance of $1,000.

Mediacom's amended operating agreement also contains provisions relating to a special allocation of membership interests to Rocco Commisso. In accordance with these special allocation provisions, Mr. Commisso was issued additional membership interests that increased his ownership interest in the Company by % and % in 1998 and 1997, respectively. These special allocations are reflected as equity transactions among the members.

Redemption Rights

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

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

Duration and Dissolution

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

(2) Summary of Significant Accounting Policies:

Basis of Preparation of Consolidated Financial Statements

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

(All dollar amounts in 000's)

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

Revenue Recognition

Revenues include subscriber service revenues and charges for installations and connections and are recognized in the period in which the related services are provided to the Company's customers. Other revenues are recognized as services are provided. Revenues obtained from the connection and installation of customers are recognized as revenue to the extent of direct selling costs incurred. The balance, if any, is deferred and amortized to income over the estimated average period that customers are expected to remain connected to the systems.

Cash and Cash Equivalents

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

Concentration of Credit Risk

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

Property, Plant and Equipment

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

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

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

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

(All dollar amounts in 000's)

Intangible Assets

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

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

Impairment of Long-Lived Assets

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

Other Assets

Other assets include financing costs of approximately $8,492 and $3,963 as of December 31, 1998 and 1997, respectively. Financing costs incurred to raise debt and equity capital are deferred and amortized on a straight-line basis over the expected term of such financings.

Income Taxes

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

Reclassifications

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

(3) Acquisitions:

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

1998

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

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

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

1997

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

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

(4) Pro Forma Results:

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

(All dollar amounts in 000's)

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

(5) Recent Accounting Pronouncements:

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

In 1998, Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," ("SFAS 133") and Statement of Position 98-5, "Reporting on the Costs of Start up Activities" ("SOP 98-5") were issued. SFAS 133 establishes accounting and reporting standards requiring that every derivative instrument be recorded in the balance sheet as either an asset or liability measured at its fair value. The Company will adopt SFAS 133 in fiscal 2001 but has not quantified the impact or not yet determined the timing or method of the adoption. SOP 98-5 provides guidance on accounting for the costs of start-up activities, which include preopening costs, preoperating costs, organization costs, and start-up costs. The Company will adopt SOP 98-5 in fiscal 1999, but does not expect any impact on the financial statements.

(6) Property, Plant and Equipment:

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

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

(All dollar amounts in 000's)

(7) Intangible Assets:

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

1998	Gross Asset Value	Amortization	Net Asset Value
Franchising costs	$ 87,509	$ 7,983	$ 79,526
Goodwill	8,400	1,313	7,087
Subscriber lists	76,484	15,701	60,783
Covenants not to compete	4,842	1,310	3,532
	$177,235	$26,307	$150,928

1997	Gross Asset Value	Amortization	Net Asset Value
Franchising costs	$ 22,181	$ 1,732	$ 20,449
Goodwill	6,848	333	6,515
Subscriber list	18,573	1,085	17,488
Covenants not to compete	4,842	328	4,514
	$ 52,444	$ 3,478	$ 48,966

(8) Debt:

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

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

(a) On April 1, 1998, Mediacom and Mediacom Capital jointly issued $200,000 aggregate principal amount of 8 1/2% Senior Notes due on April 15, 2008. The 8 1/2% Senior Notes are unsecured obligations of the Company, and the indenture for the 8 1/2% Senior Notes stipulates, among other things, restrictions on incurrence of indebtedness, distributions, mergers and asset sales and has cross-default provisions related to other debt of the Company. Interest accrues at 8 1/2% per annum, beginning from the date of issuance and is payable semi-annually on April 15 and October 15 of each year, commencing on October 15, 1998. The 8 1/2% Senior Notes may be redeemed at the option of Mediacom, in whole or part, at any time after April 15, 2003, at redemption prices decreasing from 104.25% of their principal amount to 100% in 2006, plus accrued and unpaid interest.

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

(All dollar amounts in 000's)

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

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

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

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

As of December 31, 1998, the Company had entered into interest rate exchange agreements (the "Swaps") with various banks pursuant to which the interest rate on $60,000 is fixed at a weighted average swap rate of approximately 6.2%, plus the average applicable margin over the Eurodollar Rate option under the Bank Credit Facilities. Any amounts paid or received due to swap arrangements are recorded as an adjustment to interest expense. Under the terms of the Swaps, which expire from 1999 through 2002, the Company is exposed to credit loss in the event of nonperformance by the other parties to the Swaps. However, the Company does not anticipate nonperformance by the counterparties.

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

(All dollar amounts in 000's)

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

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

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

(9) Related Party Transactions:

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

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

In addition, the operating agreements of the Company provide for the reimbursement of reasonable out-of-pocket expenses of Mediacom Management incurred in connection with the operation of the business of the Company and acting for or on behalf of the Company in connection with any potential acquisitions. The Company reimbursed Mediacom Management approximately $53, $59, and $529 for the years ended 1998 and 1997, and for the period ended December 31, 1996, respectively.

Rocco B. Commisso, the Company's Chief Executive Officer and sole owner of Mediacom Management, has substantial control over the operations of the Company. Mr. Commisso has the authority to appoint 3 of the 5 members of the Company's Executive Committee. As indicated above, the Company incurs fees and expenses from Mediacom Management which is controlled by Mr. Commisso.

(10) Employee Benefit Plans:

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

(All dollar amounts in 000's)

(11) Commitments and Contingencies:

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

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

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

Legal Proceedings

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

Regulation in the Cable Television Industry

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

Federal Law and Regulation

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

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

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

State and Local Regulation

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

(12) Disclosures about Fair Value of Financial Instruments:

Debt

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

Interest Rate Exchange Agreements

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

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

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

(14) Recent Events:

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

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

(15) Subsequent events:

The Company has filed a registration statement with the Securities and Exchange Commission with the intent of having an initial public offering of its common stock. In connection therewith, the members of the limited liability company will exchange their membership interests for shares in a C corporation and will become subject to federal and state income taxes. As of December 31, 1998, had the Company been a C corporation, the Company would have recognized a non-recurring non-cash benefit to earnings of approximately $900 to record a net deferred tax asset.

Pro forma earnings per share is calculated in accordance with SFAS No. 128 "Earnings Per Share" and is presented on a pro forma basis as if the shares issued to effect the exchange of membership interests of Mediacom LLC for shares in a C corporation were outstanding for all periods presented. The pro forma common shares outstanding reflect the 40,977,562 Class A shares and 29,022,438 Class B shares issued to effect the exchange of membership interests of Mediacom LLC as if these shares were outstanding for the period January 1, 1998 through December 31, 1998. These shares are based upon the relative ownership percentages of membership interests in Mediacom LLC immediately prior to the completion of this offering and are based on an initial public offering price of $17.50, the mid-point of the range set forth in the registration statement. The calculation does not include the effect of any stock or stock options that may be granted as part of the IPO. The Company has operating losses for the periods presented and has not reflected any income tax benefit as part of the pro forma loss.

At the time of the offering, the Company will terminate the management services agreement with Mediacom Management and all employees of Mediacom Management will become employees of the new C corporation.

Schedule II

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

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

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(/1/) Addition was charged to intangible assets

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

	September 30, 1999 (Unaudited)	December 31, 1998
ASSETS		
Cash and cash equivalents	$ 3,700	$ 2,212
Subscriber accounts receivable, net of allowance for doubtful accounts of $408 in 1999 and $298 in 1998	2,269	2,512
Prepaid expenses and other assets	2,947	1,712
Investment in cable television systems:		
Inventory	11,606	8,240
Property, plant and equipment, at cost	369,100	314,627
Less--accumulated depreciation	(82,200)	(45,423)
Property, plant and equipment, net	286,900	269,204
Intangible assets, net of accumulated amortization of $45,103 in 1999 and $26,307 in 1998	134,768	150,928
Total investment in cable television systems	433,274	428,372
Other assets, net of accumulated amortization of $4,773 in 1999 and $3,854 in 1998	12,965	16,344
Total assets	$ 445,155	$451,152
LIABILITIES AND REDEEMABLE MEMBERS' EQUITY		
LIABILITIES		
Debt	$ 377,500	$337,905
Accounts payable	1,662	2,678
Accrued expenses	31,621	29,446
Subscriber advances	1,857	1,510
Management fees payable	1,881	962
Total liabilities	414,521	372,501
COMMITMENTS AND CONTINGENCIES	--	--
REDEEMABLE MEMBERS' EQUITY		
Capital contributions	124,990	124,990
Accumulated deficit	(84,356)	(46,339)
Total redeemable members' equity	40,634	78,651
Total liabilities and redeemable members' equity	$ 455,155	$451,152

See accompanying notes to consolidated financial statements

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	1999	1998	1999	1998
Revenues	$ 39,052	$34,306	$ 113,230	$ 94,374
Costs and expenses:				
Service costs	12,396	11,411	36,571	32,873
Selling, general and administrative expenses	7,314	6,562	21,816	18,101
Management fee expense	1,562	1,557	5,150	4,340
Depreciation and amortization	24,723	16,915	66,154	44,338
Operating loss	(6,943)	(2,139)	(16,461)	(5,278)
Interest expense, net	7,185	6,048	20,577	17,786
Other expenses	245	270	979	3,838
Net loss	$(14,373)	$(8,457)	$ (38,017)	$(26,902)
Pro forma net loss and loss per share:				
Historical net loss before income taxes			$ (38,017)	
Pro forma income tax effects (note 6)			--	
Pro forma net loss			$ (38,017)	
Pro forma basic and diluted loss per share			$ (0.54)	
Pro forma common shares outstanding (note 6)			70,000,000	

See accompanying notes to consolidated financial statements

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

	Nine Months Ended September 30, 1999	Nine Months Ended September 30, 1998
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (38,017)	$ (26,902)
Adjustments to reconcile net loss to net cash flows from operating activities:		
Accretion of interest on seller note	225	205
Depreciation and amortization	66,154	44,338
Decrease (increase) in subscriber accounts receivable	243	(1,389)
Increase in prepaid expenses and other assets	(1,235)	(1,603)
(Decrease) increase in accounts payable	(1,016)	4,003
Increase in accrued expenses	2,175	28,695
Increase in subscriber advances	347	40
Increase in management fees payable	919	409
Net cash flows from operating activities	29,795	47,796
CASH FLOWS USED IN INVESTING ACTIVITIES:		
Capital expenditures	(60,245)	(35,430)
Acquisitions of cable television systems	--	(336,994)
Other, net	(387)	(28)
Net cash flows used in investing activities	(60,632)	(372,452)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings	224,700	466,225
Repayment of debt	(185,330)	(221,800)
Capital contributions	--	94,000
Financing costs	(7,045)	(13,828)
Net cash flows from financing activities	32,325	324,597
Net increase (decrease) in cash and cash equivalents	1,488	(59)
CASH AND CASH EQUIVALENTS, beginning of period	2,212	1,027
CASH AND CASH EQUIVALENTS, end of period	$ 3,700	$ 968
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the period for interest	$ 16,438	$ 9,420

See accompanying notes to consolidated financial statements

(1) Statement of Accounting Presentation and Other Information

Mediacom LLC ("Mediacom" and collectively with its subsidiaries, the "Company"), a New York limited liability company, was formed in July 1995 principally to acquire and operate cable television systems. As of September 30, 1999, the Company had acquired and was operating cable television systems in fourteen states, principally Alabama, California, Florida, Kentucky, Missouri and North Carolina.

Mediacom Capital Corporation ("Mediacom Capital"), a New York corporation wholly-owned by Mediacom, was organized in March 1998 for the sole purpose of acting as co-issuer with Mediacom of $200,000 aggregate principal amount of 8 1/2% senior notes due 2008 (the "8 1/2% Senior Notes") and of $125,000 aggregate principal amount of 7 7/8% senior notes due 2011 (the "7 7/8% Senior Notes" and collectively with the 8 1/2% Senior Notes, the "Senior Notes") (see Note 3). Mediacom Capital has nominal assets and does not conduct operations of its own. The Senior Notes are joint and several obligations of Mediacom and Mediacom Capital, although Mediacom received all the net proceeds of the Senior Notes.

The consolidated financial statements include the accounts of Mediacom and its subsidiaries and have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission. Accordingly, certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted.

The consolidated financial statements as of September 30, 1999 and 1998 are unaudited; however, in the opinion of management, such statements include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the results for the periods presented. The accounting policies followed during such interim periods reported are in conformity with generally accepted accounting principles and are consistent with those applied during annual periods. For additional disclosures, including a summary of the Company's accounting policies, the interim financial statements should be read in conjunction with the Company's Annual Report on Form 10-K, as amended (File Nos. 333-57285-01 and 333-57285). The results of operations for the interim periods are not necessarily indicative of the results that might be expected for future interim periods or for the full year ending December 31, 1999.

(2) Acquisitions

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

On January 9, 1998, the Company acquired the assets of a cable television system serving approximately 17,200 basic subscribers in Clearlake, California and surrounding communities (the "Clearlake System") for a purchase price of $21,400. The purchase price has been allocated based on an independent appraisal as follows: approximately $5,973 to property, plant and equipment, and approximately $15,427 to intangible assets. Additionally, approximately $226 of direct acquisition costs has been allocated to other assets. In the first quarter of 1998, the Company recorded acquisition reserves related to this acquisition in the amount of approximately $370, which are included in accrued expenses. The acquisition of the Clearlake System and related closing costs and adjustments were financed with borrowings under the Company's bank credit facilities (see Note 3).

(All dollar amounts in 000's)

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

On October 1, 1998, the Company acquired the assets of a cable television system serving approximately 3,800 basic subscribers in Caruthersville, Missouri (the "Caruthersville System") for a purchase price of $5,000. The purchase price has been allocated as follows: approximately $2,300 to property, plant and equipment, and approximately $2,700 to intangible assets. The acquisition of the Caruthersville System and related closing costs and adjustments were financed with borrowings under the Company's bank credit facilities (see Note 3).

(3) Debt

As of September 30, 1999 and December 31, 1998, debt consisted of:

	September 30, 1999	December 31, 1998
Mediacom:		
8 1/2% Senior Notes(a)	$200,000	$200,000
7 7/8% Senior Notes(b)	125,000	--
Subsidiaries:		
Bank Credit Facilities(c)	52,500	134,425
Seller Note(d)	--	3,480
	$377,500	$337,905

(a) On April 1, 1998, Mediacom and Mediacom Capital jointly issued $200,000 aggregate principal amount of 8 1/2% Senior Notes due on April 15, 2008. The 8 1/2% Senior Notes are unsecured obligations of the Company, and the indenture for the 8 1/2% Senior Notes stipulates, among other things, restrictions on incurrence of indebtedness, distributions, mergers and asset sales and has cross-default provisions related to other debt of the Company. Interest accrues at 8 1/2% per annum, beginning from the date of issuance and is payable semi-annually on April 15 and October 15 of each year. The 8 1/2% Senior Notes may be redeemed at the option of Mediacom, in whole or part, at any time after April 15, 2003, at redemption prices decreasing from 104.25% of their principal amount to 100% in 2006, plus accrued and unpaid interest.

(b) On February 26, 1999, Mediacom and Mediacom Capital jointly issued $125,000 aggregate principal amount of 7 7/8% Senior Notes due on February 15, 2011. The 7 7/8% Senior Notes are unsecured obligations of the Company, and the indenture for the 7 7/8% Senior Notes stipulates, among other things, restrictions on incurrence of indebtedness, distributions, mergers and asset sales and has cross-default provisions related to other debt of the Company. Interest accrues at 7 7/8% per annum, beginning from the date of issuance and is payable semi-annually on

February 15 and August 15 of each year, commencing on August 15, 1999. The 7 7/8% Senior Notes may be redeemed at the option of Mediacom, in whole or part, at any time after February 15, 2006, at redemption prices decreasing from 103.938% of their principal amount to 100% in 2008, plus accrued and unpaid interest.

(c) On June 24, 1997, the Company entered into an eight and one-half year $100,000 reducing revolver and term loan agreement (the "Western Credit Agreement"). On January 23, 1998, the Company entered into a separate eight and one-half year $225,000 reducing revolver and term loan agreement (the "Southeast Credit Agreement" and together with the Western Credit Agreement, the "Bank Credit Agreements"). By separate amendments dated as of January 26, 1999 to each of the Bank Credit Agreements, the term loans were converted into additional revolving credit loans.

On September 30, 1999, the Company refinanced the Bank Credit Agreements with $550,000 of credit facilities, consisting of a $450,000 reducing revolving credit facility and a $100,000 term loan (the "Mediacom USA Credit Agreement"). The revolving credit facility expires March 31, 2008, subject to repayment on June 30, 2007 if Mediacom does not refinance the 8 1/2% Senior Notes. The term loan is due and payable on September 30, 2008, and is also subject to repayment on September 30, 2007 if Mediacom does not refinance the 8 1/2% Senior Notes. The reducing revolving credit facility makes available a maximum commitment amount for a period of up to eight and one-half years, which is subject to quarterly reductions, beginning September 30, 2002, ranging from 1.25% to 17.50% of the original commitment amount of the reducing revolver. The Mediacom USA Credit Agreement requires mandatory reductions of the reducing revolver facility from excess cash flow, as defined, beginning December 31, 2002. The Mediacom USA Credit Agreement provides for interest at varying rates based upon various borrowing options and the attainment of certain financial ratios, and for commitment fees of 1/4% to 3/8% per annum on the unused portion of available credit under the reducing revolver credit facility. The average interest rate on outstanding bank debt was 6.7% and 6.9% for the three months ended September 30, 1999 and December 31, 1998, respectively, before giving effect to the interest rate swap agreements discussed below.

The Mediacom USA Credit Agreement requires the Company to maintain compliance with certain financial covenants including, but not limited to, the leverage ratio, the interest coverage ratio, and the pro forma debt service coverage ratio, as defined therein. The Mediacom USA Credit Agreement also requires the Company to maintain compliance with other covenants including, but not limited to, limitations on mergers and acquisitions, consolidations and sales of certain assets, liens, the incurrence of additional indebtedness, certain restrictive payments, and certain transactions with affiliates. The Company was in compliance with all covenants of the Mediacom USA Credit Agreement as of September 30, 1999.

The Mediacom USA Credit Agreement is secured by Mediacom's pledge of all its ownership interests in its operating subsidiaries and is guaranteed by Mediacom on a limited recourse basis to the extent of such ownership interests. At September 30, 1999, the Company had $497,500 of unused bank commitments under the Mediacom USA Credit Agreement, of which approximately $384,500 could have been borrowed by the operating subsidiaries for purposes of distributing such borrowed proceeds to Mediacom under the most restrictive covenants.

(All dollar amounts in 000's)

As of September 30, 1999, the Company had entered into interest rate exchange agreements (the "Swaps") with various banks pursuant to which the interest rate on $50,000 is fixed at a weighted average swap rate of approximately 6.2%, plus the average applicable margin over the Eurodollar Rate option under the Mediacom USA Credit Agreement. Under the terms of the Swaps, which expire from 2000 through 2002, the Company is exposed to credit loss in the event of nonperformance by the other parties to the Swaps. However, the Company does not anticipate nonperformance by the counterparties.

(d) In connection with an acquisition completed in 1996, certain subsidiaries of Mediacom issued to the seller an unsecured senior subordinated note (the "Seller Note") in the amount of $2,800, with a final maturity of June 28, 2006. Interest is deferred throughout the term of the Seller Note and is payable at maturity or upon prepayment. The Seller Note was prepaid in full on September 24, 1999 with no penalties associated with such prepayment.

The stated maturities of all debt outstanding as of September 30, 1999 are as follows:

2000	$ --
2001	--
2002	500
2003	1,000
2004	1,000
Thereafter	375,000
	$377,500

(4) Commitments and Contingencies

Pursuant to the Cable Television Consumer Protection and Competition Act of 1992, the Federal Communications Commission (the "FCC") adopted comprehensive regulations governing rates charged to subscribers for basic cable and cable programming services. The FCC's authority to regulate the rates charged for cable programming services expired on March 31, 1999. Basic cable rates must be set using a benchmark formula. Alternatively, a cable operator can attempt to establish higher rates through a cost-of-service showing. The FCC has also adopted regulations that permit qualifying small cable operators to justify their regulated rates using a simplified rate-setting methodology. This methodology almost always results in rates which exceed those produced by the cost-of-service rules applicable to larger cable television operators. Approximately 70% of the basic subscribers served by the Company's cable television systems are covered by such FCC rules. Once rates for basic cable service have been established pursuant to one of these methodologies, the rate level can subsequently be adjusted only to reflect changes in the number of regulated channels, inflation, and increases in certain external costs, such as franchise and other governmental fees, copyright and retransmission consent fees, taxes, programming costs and franchise-related obligations. FCC regulations also govern the rates which can be charged for the lease of customer premises equipment and for installation services.

As a result of such legislation and FCC regulations, the Company's basic cable service rates and its equipment and installation charges (the "Regulated Services") are subject to the jurisdiction of local franchising authorities. The Company believes that it has complied in all material respects with the rate regulation provisions of the federal law. However, the Company's rates for Regulated Services are subject to review by the appropriate franchise authority if it is certified by the FCC to regulate basic cable service rates. If, as a result of the review process, the Company cannot substantiate the rates charged by its cable television systems for Regulated Services, the Company could be required to reduce its rates for Regulated Services to the appropriate level and refund the excess portion of rates received for up to one year prior to the implementation of any increase in rates for Regulated Services.

The Company's agreements with franchise authorities require the payment of fees of up to 5% of annual revenues. Such franchises are generally nonexclusive and are granted by local governmental authorities for a specified term of years, generally for periods of up to fifteen years.

On April 29, 1999, a bank issued two irrevocable letters of credit in the aggregate amount of $30,000 in favor of the seller of the Triax systems (defined below) to secure the Company's performance under the related definitive agreement. On November 5, 1999, the Company completed the acquisition of the Triax systems and accordingly such letters of credit were cancelled.

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

As of December 31, 1998, the Company adopted Statement of Financial Accounting Standards (SFAS) No. 131, "Disclosure about Segments of an Enterprise and Related Information". This statement requires the Company to report segment financial information consistent with the presentations made to the Company's management for decision-making purposes. All revenues of the Company are derived solely from cable television operations and related activities. The decision making of the Company's management is based primarily on the impact of capital and operational resource allocations on the Company's consolidated system cash flow (defined as operating income (loss) before management fee expense, and depreciation and amortization). The Company's management evaluates such factors as the bandwidth capacity and other cable plant characteristics, the offered programming services, and the customer rates, when allocating capital and operational resources. The Company's consolidated system cash flow for the three months ended September 30, 1999 and 1998 was approximately $19,300, and $16,300, respectively, and for the nine months ended September 30, 1999 and 1998 was approximately $54,800 and $43,400 respectively.

(6) Recent Developments

Acquisitions and Financings

On October 15, 1999, the Company acquired the stock of Zylstra Communications Corporation ("Zylstra") for a purchase price of approximately $19,500, subject to certain adjustments. Zylstra owns and operates cable television systems serving approximately 14,000 subscribers in Iowa, Minnesota and South Dakota. The Zylstra acquisition was financed with borrowings under the Mediacom USA Credit Agreement.

On November 5, 1999, the Company entered into credit facilities of $550,000, consisting of a $450,000 reducing revolver credit facility expiring on June 2008 and a $100,000 term loan due December 2008 (the "Mediacom Midwest Credit Agreement"). The terms of the Mediacom Midwest Credit Agreement are substantially similar to the terms of the Mediacom USA Credit Agreement.

On November 5, 1999, the Company acquired the assets of cable television systems owned by Triax Midwest Associates, L.P. ("Triax") for a purchase price of approximately $740,100, subject to certain adjustments. The Triax systems serve approximately 344,000 subscribers primarily in Illinois, Indiana, and Minnesota. This acquisition was financed with $10,500 of additional equity contributions from the Company's members and borrowings under the Mediacom USA Credit Agreement and Mediacom Midwest Credit Agreement.

SoftNet Agreement

On November 4, 1999, the Company completed an agreement with SoftNet Systems, Inc. ("SoftNet") a high-speed broadband Internet access and content services company, to deploy SoftNet's high-speed Internet access services throughout the Company's cable television systems. In addition to a revenue sharing arrangement that has a term of ten years, the Company received 3.5 million shares of SoftNet's common stock, representing a fair value of approximately $82,000 as of January 10, 2000, in exchange for SoftNet's long-term rights to deliver high-speed Internet access services to the Company's customers. Under the terms of this agreement, over a period of three years the Company is required to upgrade its cable network to provide two-way communications capability in cable systems passing 900,000 homes, including the Triax and Zylstra systems, and make available such homes to SoftNet. Of the issued shares, 90% are subject to forfeiture in the event the Company does not perform subject to the schedule set forth in this agreement calling for the delivery by the Company of two-way capable homes.

The Company received 628,271 shares and 2,871,729 shares of SoftNet on November 4, 1999 and December 30, 1999, respectively. Ten percent of the 3.5 million shares (or 350,000 shares) are vested and nonforfeitable upon date of receipt. The Company will amortize the value of these shares of $8,533 into income over the term of the agreement. Furthermore, the Company is required by this agreement to deliver a certain number of committed homes passed over the initial three-year period as it upgrades its cable network to provide two-way communications capability in the Company's cable systems. As it delivers these committed homes passed, a certain number of the shares will become vested and non forfeitable. The Company will also recognize the remaining 3,150,000 shares as income over the term of this agreement.

Management Agreements

Each of the Company's operating subsidiaries is a party to a management agreement with Mediacom Management Corporation ("Mediacom Management"). Under these agreements, Mediacom Management provides management services to the Company's operating subsidiaries and is paid annual management fees of 5.0% of the first $50,000 of annual gross operating revenues, 4.5% of revenues in excess of $50,000 up to $75,000 and 4.0% of revenues in excess of $75,000. Mediacom Management utilized such fees to compensate its employees as well as fund its corporate overhead. The management agreements were revised effective November 19, 1999 in connection with an amendment to Mediacom's operating agreement, to provide for management fees equal to 2.0% of annual gross revenues. In addition, Mediacom Management has agreed to waive the management fees accrued from July 1, 1999 through November 19, 1999.

During the fourth quarter of fiscal 1999, the Company will record a $25,100 deferred charge associated with the amendments to the management agreements of Mediacom Management for which additional membership interests will be issued to an existing member of Mediacom upon occurrence of a future valuation of Mediacom including an initial public offering. The deferred charge represents the future benefit of reduced management fees. This charge will be amortized over the expected future term of the management agreements. During the fourth quarter of fiscal 1999, the Company will reflect $628,000 as additional operating expenses.

The operating agreement of Mediacom provides that Mediacom Management is paid an acquisition fee of 1.0% of the purchase price of acquisitions made by Mediacom until its pro forma consolidated annual revenues equals $75,000, and thereafter 0.5% of such purchase price. No such fees were paid during the nine months ended September 30, 1999 since there were no acquisitions completed during this period. Pursuant to the amendment to Mediacom's operating agreement, no further acquisition fees will be payable.

Employment Arrangements

On November 19, 1999, a certain member granted a specified number of membership units to certain members of management for past and future services. These units will vest over five years and will be subject to forfeiture penalties based on a three year period between the date the membership units become vested and the date the employee leaves Mediacom. Forfeited units will revert to the member that granted the units. Approximately 55% of membership interests will be fully vested and non-forfeitable on the date of grant. During the fourth quarter, Mediacom will record a one-time $13,483 non-recurring, non-cash compensation charge relating to these vested and non-forfeitable membership interests based on an initial public offering price of $17.50, the mid-point of the range set forth in the registration statement as discussed below. Mediacom will also record deferred compensation for $11,128 relating to the nonvested and forfeitable membership interests and will record this compensation in expense over a period of five to eight years.

Initial Public Offering

On November 12, 1999, a registration statement was filed with the Securities and Exchange Commission for an initial public offering ("IPO") of shares of Class A common stock. In connection therewith, Mediacom Communications Corporation ("MCC"), a Delaware Corporation, was formed. Immediately prior to the IPO, MCC will issue shares of common stock in exchange for all the outstanding membership interests of Mediacom, which currently serves as the holding company for the operating subsidiaries. As a result, MCC will become the parent company of Mediacom, which will continue to serve as the holding company of the subsidiaries.

Immediately prior to the IPO, additional membership interests will be issued to all members of Mediacom in accordance with a formula set forth in Mediacom's amended operating agreement which is based upon a valuation of Mediacom established at the time of the IPO. Effective upon completion of the IPO, a provision in the amended operating agreement providing for a special allocation of membership interests to certain members based upon valuations of Mediacom performed from time to time shall be removed. In connection with the amendment and removal of a portion of the special allocation provisions of the operating agreement and the amendments to Mediacom's management agreements with Mediacom Management effective November 19, 1999, certain members will be issued new membership interests representing 16.5% of the equity in Mediacom in accordance with a formula based upon the valuation established immediately prior to the IPO. These newly issued membership interests will be exchanged for shares of MCC's common stock in the IPO.

In addition, certain members of management will receive options to purchase 7.2 million shares of common stock in exchange for the removal of the balance of the provision providing for a special allocation of membership interests. These options are for a term of five years and are exercisable, commencing six months after the completion of the IPO, at a price equal to the initial public offering price. With the exception of options to purchase approximately 6.9 million shares of Class B common stock to be held by a certain member of management, such options will be subject to forfeiture penalties based on a three year period between the date the options become vested and the date the employee leaves Mediacom.

The management agreements between Mediacom Management and each of the operating subsidiaries will be terminated upon completion of the IPO, and Mediacom Management's employees will become MCC's employees and its corporate overhead will become MCC's corporate overhead. These expenses will be reflected as a corporate expense in the consolidated statement of operations.

As of December 20, 1999, the Board of Directors of MCC adopted a stock option plan for officers and key employees. Upon completion of the IPO, options for an aggregate of 2.8 million shares of Class A and Class B common stock will have been granted to employees at an exercise price equal to the initial public offering price. Such options will vest in equal annual installments over five years. Vesting is contingent on continuous employment. Options that do not vest will be forfeited.

MCC has entered into an agreement with Mediacom Management to purchase all of its assets upon the completion of this offering. MCC will pay Mediacom Management approximately $700 for the furniture, computers and other office equipment that Mediacom Management purchased to conduct its operations. The purchase price to be paid to Mediacom Management for such assets will approximate their carrying value.

The Company is currently a limited liability company and its members are required to report their share of income or loss in their respective income tax returns. After the completion of the IPO and the exchange of membership interests in Mediacom for shares of MCC's common stock, the results of MCC will be included in MCC's corporate tax returns. MCC will also record a one-time non recurring charge to earnings to record a net deferred tax liability. If the Company had been a C corporation as of September 30, 1999, this charge would have been $1,937.

Pro forma earnings per share is calculated in accordance with SFAS No. 128 "Earnings Per Share" and is presented on a pro forma basis as if the shares issued to effect the exchange of membership interests of Mediacom LLC for shares in a C corporation were outstanding for all periods presented. The pro forma common shares outstanding reflect the 40,977,562 Class A shares and 29,022,438 Class B shares issued to effect the exchange of membership interests of Mediacom LLC as if these shares were outstanding for the period January 1, 1998 through December 31, 1998. These shares are based upon the relative ownership percentages of membership interests in Mediacom LLC immediately prior to the completion of this offering and are based on an initial public offering price of $17.50, the mid-point of the range set forth in the registration statement. The calculation does not include the effect of any stock or stock options that may be granted as part of the IPO. The Company has operating losses for the periods presented and has not reflected any income tax benefit as part of the pro forma loss.

Independent Auditors' Report

The Board of Directors
U.S. Cable Television Group, L.P.

We have audited the accompanying consolidated balance sheets of U.S. Cable Television Group, L.P. and subsidiaries (a wholly-owned subsidiary of Cablevision Systems Corporation) as of December 31, 1997 and 1996, and the related consolidated statements of operations and partners' capital (deficiency) and cash flows for the year ended December 31, 1997, and for the periods from January 1, 1996 to August 12, 1996, and August 13, 1996 to December 31, 1996. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of U.S. Cable Television Group, L.P. and subsidiaries as of December 31, 1997 and 1996, and the results of their operations and their cash flows for the year ended December 31, 1997, and the periods from January 1, 1996 to August 12, 1996, and August 13, 1996 to December 31, 1996, in conformity with generally accepted accounting principles.

As discussed in note 1 to the consolidated financial statements, effective August 13, 1996, U.S. Cable Television Group L.P. redeemed certain limited and general partnership interests in a business combination accounted for as a purchase. As a result of the redemption, the consolidated financial information for the period after the redemption is presented on a different cost basis than that for the period before the redemption and therefore, is not comparable.

KPMG LLP

Jericho, New York
March 20, 1998

U.S. CABLE TELEVISION GROUP, L.P.
AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
December 31, 1997 and 1996
(Dollars in thousands)

	1997	1996
ASSETS		
Cash and cash equivalents	$ 281	$ 49
Accounts receivable-subscribers (less allowance for doubtful accounts of $218 and $122)	1,082	995
Other receivables	502	383
Prepaid expenses and other assets	632	477
Property, plant and equipment, net	84,363	93,543
Excess costs over fair value of net assets acquired (less accumulated amortization of $29,158 and $7,952)	119,363	140,487
Deferred financing costs (less accumulated amortization of $1,062 and $292)	1,771	1,997
	$207,994	$237,931
LIABILITIES AND PARTNER'S CAPITAL		
Accounts payable	$ 11,605	$ 10,246
Accrued expenses:		
Franchise fees	1,087	1,089
Payroll and related benefits	4,463	4,728
Interest	879	947
Other	7,174	3,688
Accounts payable-affiliates	1,367	500
Bank debt	154,960	159,460
Total liabilities	181,535	180,658
Partners' capital	26,459	57,273
	$207,994	$237,931

See accompanying notes to consolidated financial statements.

U.S. CABLE TELEVISION GROUP, L.P.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND
PARTNERS' CAPITAL (DEFICIENCY)
(Dollars in thousands)

	Year ended December 31, 1997	Period from August 13, 1996 to December 31, 1996	Period from January 1, 1996 to August 12, 1996
Revenues................	$ 89,016	$ 32,144	$ 49,685
Operating expenses:			
Technical expenses....	38,513	15,111	23,467
Selling, general and administrative expenses.............	22,099	6,677	11,021
Depreciation and amortization.........	46,116	17,842	21,034
Operating loss......	(17,712)	(7,486)	(5,837)
Other (expense) income:			
Interest expense......	(12,727)	(5,136)	(10,922)
Interest income.......	25	14	33
Other, net............	(400)	(119)	(69)
Net loss................	(30,814)	(12,727)	(16,795)
Partners' capital (deficiency):			
Beginning of period...	57,273	--	(92,795)
Capital contribution..	--	70,000	--
End of period.........	$ 26,459	$ 57,273	$(109,590)

See accompanying notes to consolidated financial statements.

U.S. CABLE TELEVISION GROUP, L.P.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)

	Year ended December 31, 1997	Period from August 13, 1996 to December 31, 1996	Period from January 1, 1996 to August 12, 1996
Cash flows from operating activities			
Net loss	$(30,814)	$ (12,727)	$(16,795)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	46,116	17,842	21,034
Amortization of deferred financing costs	770	292	477
(Gain) loss on disposal of equipment	(116)	43	39
Changes in assets and liabilities, net of effects of acquisition:			
Accounts receivable, net	(87)	634	(625)
Other receivables	(119)	94	(129)
Prepaid expenses and other assets	(155)	131	(204)
Accounts payable and accrued expenses	4,510	265	(2,318)
Accounts payable to affiliates	867	(576)	1,029
Net cash provided by operating activities	20,972	5,998	2,508
Cash flows from investing activities:			
Capital expenditures	(15,769)	(5,317)	(11,995)
Proceeds from sale of equipment	155	53	48
Net cash used in investing activities	(15,614)	(5,264)	(11,947)
Cash flows from financing activities:			
Advance from V Cable	--	--	70,000
Cash paid for redemption of partners' interests	--	(4,010)	--
Additions to excess costs	(82)	(98)	--
Additions to deferred financing costs	(544)	(2,289)	
Proceeds from bank debt	10,300	159,810	--
Repayment of bank debt	(14,800)	(350)	--
Repayment of senior debt	--	(153,538)	(60,807)
Net cash (used in) provided by financing activities	(5,126)	(475)	9,193
Net increase (decrease) in cash and cash equivalents	232	259	(246)
Cash and cash equivalents at beginning of period	49	(210)	36
Cash and cash equivalents at end of period	$ 281	$ 49	$ (210)

See accompanying notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)

(1) The Company

U.S. Cable Television Group, L.P. (the "Company") was formed for the purpose of acquiring, owning and operating cable television systems, which are generally operated pursuant to non-exclusive franchises awarded by states or local government authorities for specified periods of time. The Company currently operates cable television systems serving portions of the southeastern and midwestern United States. The Company's revenues are derived principally from the provision of cable television services, which include recurring monthly fees paid by subscribers.

Prior to the Redemption discussed in the next paragraph, the partnership consisted of V Cable, Inc. ("V Cable"), a wholly-owned subsidiary of Cablevision Systems Corporation ("CSC"), with an indirect 1% general partnership interest and a 19% limited partnership interest, General Electric Capital Corporation ("GECC"), with a 72% limited partnership interest and various individuals and entities owning the remaining 8% partnership interest, as general and/or limited partners (the "Predecessor Company"). Profits and losses were allocated in accordance with the Amended and Restated Agreement of Limited Partnership.

On March 18, 1996, V Cable advanced $70 million to the Company which was considered a capital contribution coincident with the Redemption. On August 13, 1996, the Company redeemed the partnership interests not already owned by V Cable ("the Redemption") for a payment of approximately $4 million to the holders of 8% of the partnership interests and the repayment of the balance of the debt owed to General Electric Capital Corporation ("GECC") of approximately $154 million. The payment of $4 million and repayment of the GECC debt was financed under a new $175 million credit facility (Note 4). As a result of the Redemption, which was accounted for as a purchase, the consolidated financial information for the periods after the Redemption is presented on a different cost basis than that for the period before the Redemption and, therefore, is not comparable due to the change in ownership.

Subsequent to the Redemption, V Cable, through wholly-owned subsidiaries, holds an indirect 1% general partnership interest and a direct 99% limited partnership interest (the "Successor Company"). The partnership will terminate December 1, 2030, unless earlier termination occurs as provided in the Amended and Restated Agreement of Limited Partnership.

As a result of the capital contribution of $70,000 (discussed above), the $4,010 Redemption price and $98 of miscellaneous transaction costs, the Successor Company effectively paid $74,108 to acquire net liabilities of $74,331, which resulted in excess costs over fair value of $148,439, as follows:

Purchase price and transaction costs	$ 74,108
Net liabilities acquired:	
Cash, receivables and prepaids	2,504
Property, plant and equipment	98,212
Accounts payables and accrued expenses	(20,433)
Accounts payable-affiliate	(1,076)
Senior debt	(153,538)
	(74,331)
Excess costs over fair value of net liabilities acquired	$ 148,439

For purposes of the consolidated financial statements for the year ended December 31, 1997, and for the period from August 13, 1996 to December 31, 1996, this excess cost is being amortized over a 7 year period.

On August 29, 1997, the Company and CSC entered into an agreement with Mediacom LLC ("Mediacom") to sell to Mediacom substantially all of the assets and cable systems owned by the Company. The transaction was consummated on January 23, 1998, for a sales price of approximately $311 million (the "Mediacom Sale").

(2) Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

Revenue Recognition

The Company recognizes revenues as cable television services are provided to subscribers.

Long-Lived Assets

Property, plant and equipment, including construction materials, are recorded at cost, which includes all direct costs and certain indirect costs associated with the construction of cable television transmission and distribution systems and the costs of new subscriber installations. Property, plant and equipment are being depreciated over their estimated useful lives using the straight-line method. Leasehold improvements are amortized over the shorter of their useful lives or the terms of the related leases.

With respect to the Predecessor Company, franchise costs were amortized on the straight-line basis over the average term of the franchises (approximately 4-12 years) and excess costs over fair value of net assets acquired were amortized over a 15 year period on the straight-line basis. As mentioned in note 1, the Successor Company is amortizing excess costs over fair value of net assets acquired over 7 years.

The Company implemented the provisions of Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of," effective January 1, 1996. The Company reviews its long-lived assets (property, plant and equipment, and related intangible assets that arose from business combinations accounted for under the purchase method) for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the expected cash flows, undiscounted and without interest, is less than the carrying amount of the asset, an impairment loss is recognized as the amount by which the carrying amount of the asset exceeds its fair value. The adoption of Statement No. 121 had no impact on the Company's financial position or results of operations.

Deferred Financing Costs

Costs incurred to obtain debt are deferred and amortized on the straight-line basis over the term of the related debt.

Income Taxes

The Company operates as a limited partnership; accordingly, its taxable income or loss is includable in the tax returns of the partners, and therefore, no provision for income taxes has been made on the books of the Company. ECC Holding Corporation ("ECC"), one of the Company's subsidiaries, is a corporate entity and as such is subject to federal and state income taxes. Income tax amounts in these consolidated financial statements pertain to ECC.

ECC accounts for income taxes under the provisions of Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes", which requires the liability method of accounting for deferred income taxes and permits the recognition of deferred tax assets, subject to an ongoing assessment of realizability.

Cash Flows

For purposes of the statement of cash flows, the Company considers short-term investments with a maturity at date of purchase of three months or less to be cash equivalents. The Company paid cash interest of approximately $12,026 for the year ended December 31, 1997, $13,610 for the period from January 1, 1996 to August 12, 1996, and $4,189 for the period from August 13, 1996 to December 31, 1996, respectively.

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(Dollars in thousands)

(3) Property, Plant and Equipment

Property, plant and equipment and estimated useful lives at December 31, 1997 and 1996, are as follows:

	1997	1996	Estimated Useful lives
Cable television transmission and distribution systems:			
Customer equipment	$ 5,175	$ 6,810	5 years
Headends	7,539	6,338	9 years
Infrastructure	94,920	81,502	10 years
Program, service and test equipment	2,824	2,141	4-7 years
Microwave equipment	95	78	4-7 years
Construction in progress (including materials and supplies)	699	521	
	111,252	97,390	
Furniture and fixtures	722	591	5 years
Transportation	3,782	2,886	4 years
Land and land improvements	863	1,074	30 years
Leasehold improvements	1,612	1,305	Term of Lease
	118,231	103,246	
Less accumulated depreciation	(33,868)	(9,703)	
	$ 84,363	$ 93,543	

(4) Debt

Bank Debt

In August 1996, the Successor Company repaid the balance of the debt owed to GECC of approximately $154,000. The repayment of the GECC debt was financed under a new $175,000 credit facility. The credit facility is with a group of banks led by the Bank of New York, as agent, and consists of a three year $175,000 revolving credit facility maturing on August 13, 1999. The revolving credit facility is payable in full upon maturity. As of December 31, 1997 and 1996, the Company had outstanding borrowings under its revolving credit facility of $154,960 and $159,460, inclusive of overdraft amounts of $1,900 and $0, respectively, leaving unrestricted and undrawn funds available amounting to $21,940 and $15,540. Amounts outstanding under the facility bear interest at varying rates based upon the bank's LIBOR rate, as defined in the loan agreement. The weighted average interest rate was 7.1% and 7.6% on December 31, 1997 and 1996, respectively. The Company is also obligated to pay fees of .375% per annum on the unused loan commitment. Substantially all of the general and limited partnership interests in the Company have been pledged in support of the borrowings under the credit agreement. The credit facility contains various restrictive covenants, with which the Company was in compliance at December 31, 1997.

In January 1998, all amounts outstanding under the bank debt were repaid from the proceeds from the Mediacom Sale.

(Dollars in thousands)

Junior Subordinated Note

In August 1996, the Predecessor Company's Junior Term Loan and related accrued interest was forgiven by GECC in the amount of $35,560.

(5) Income Taxes

ECC has a net operating loss carryforward for federal income tax purposes of approximately $65,500 expiring in varying amounts through 2012.

The tax effects of temporary differences which give rise to significant deferred tax assets or liabilities and the corresponding valuation allowance at December 31, 1997 and 1996, are as follows:

Deferred Assets	1997	1996
Depreciation and amortization	$ 7,132	$ 7,132
Allowance for doubtful accounts	51	51
Benefits of tax loss carry forward	27,510	26,166
Net deferred tax assets	34,693	33,349
Valuation allowance	(34,693)	(33,349)
	--	--

ECC has provided a valuation allowance for the total amount of the net deferred tax assets since realization of these assets is not assured.

(6) Operating Leases

The Company leases certain office and transmission facilities under terms of operating leases expiring at various dates through 2008. The leases generally provide for fixed annual rental payments plus real estate taxes and certain other costs. Rent expense for the year ended December 31, 1997, and the periods from January 1, 1996 to August 12, 1996, and from August 13, 1996 to December 31, 1996, amounted to approximately $778, $505, and $303, respectively.

The Company rents space on utility poles for its operations. Pole rental expense for the year ended December 31, 1997, and for the periods from January 1, 1996 to August 12, 1996, and from August 13, 1996 to December 31, 1996, amounted to approximately $1,440, $912, and $547, respectively.

In connection with the Mediacom sale, the Company was relieved of all of its future obligations under its operating leases.

(7) Related Party Transactions

CSC has interests in several entities engaged in providing cable television programming and other services to the cable television industry. During the year ended December 31, 1997 and for the periods from January 1, 1996 to August 12, 1996, and from August 13, 1996 to December 31, 1996, the Company was charged approximately $742, $510 and $268, respectively, by these entities for such services. At December 31, 1997 and 1996, the Company owed approximately $65 and $60, respectively, to these companies for such programming services which is included in accounts payable-affiliates in the accompanying consolidated balance sheet.

CSC provides the Company with general and administrative services. For the year ended December 31, 1997 and for the periods from January 1, 1996 to August 12, 1996, and from August 13, 1996 to December 31, 1996, these charges totaled approximately $3,059, $2,274 and $1,712, respectively. Amounts owed to CSC at December 31, 1997 and 1996, for such expenses were approximately $1,109 and $408, respectively, and is included in accounts payable-affiliates in the accompanying consolidated balance sheet.

(8) Benefit Plan

During 1989, the Company adopted a 401 (k) savings plan (the "Plan"). Employee participation is voluntary. Under the provisions of the Plan, employees may defer up to 15% of their annual compensation (as defined). The Company currently contributes 50% of the contributions made by participating employees subject to a limit of 6% of the employee's compensation. The Company may make additional contributions at its discretion. For the year ended December 31, 1997, and for the periods from January 1, 1996 to August 12, 1996, and from August 13, 1996 to December 31, 1996, expense relating to this Plan amounted to $165, $189 and $138, respectively.

The Company does not provide postretirement benefits for any of its employees.

(9) Disclosures About The Fair Value Of Financial Instruments

Cash and Cash Equivalents, Accounts Receivable-Subscribers, Other Receivables, Accounts Payable, Accrued Expenses, and Accounts Payable-Affiliates

Carrying amounts approximate fair value due to the short maturity of these instruments.

Bank Debt

The carrying amounts of the Company's long term debt instruments approximate fair value as the underlying variable interest rates are adjusted for market rate fluctuations.

Independent Auditor's Report

The Board of Directors
U.S. Cable Television Group, L.P.

We have audited the accompanying consolidated balance sheets of U.S. Cable Television Group, L.P. and subsidiaries as of December 31, 1996 and 1995, and the related consolidated statements of operations and partners' capital (deficiency) and cash flows for the periods from January 1, 1996 to August 12, 1996 and August 13, 1996 to December 31, 1996, and for each of the years in the two year period ended December 31, 1995. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of U.S. Cable Television Group, L.P. and subsidiaries as of December 31, 1996 and 1995, and the results of their operations and their cash flows for the periods from January 1, 1996 to August 12, 1996 and August 13, 1996 to December 31, 1996, and for each of the years in the two year period ended December 31, 1995 in conformity with generally accepted accounting principles.

As discussed in note 1 to the consolidated financial statements, effective August 13, 1996, U.S. Cable Television Group L.P. redeemed certain limited and general partnership interests in a business combination accounted for as a purchase. As a result of the redemption, the consolidated financial information for the period after the redemption is presented on a different cost basis than that for the period before the redemption, and therefore, is not comparable.

KPMG LLP

Jericho, New York
April 1, 1997, except as to Note 11,
which is as of January 23, 1998

U.S. CABLE TELEVISION GROUP, L.P.
AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
December 31, 1996 and 1995
(Dollars in thousands)

	1996	1995
ASSETS		
Cash and cash equivalents	$ 49	$ 36
Accounts receivable--subscribers (less allowance for doubtful accounts of $122 and $202)	995	1,004
Other receivables	383	348
Accounts receivable from affiliates	--	75
Prepaid expenses and other assets	477	404
Property, plant and equipment, net	93,543	101,439
Deferred franchise costs (less accumulated amortization of $92,787)	--	13,738
Excess cost over fair value of net assets acquired (less accumulated amortization of $7,952 and $22,272)	140,487	61,197
Deferred financing and other costs (less accumulated amortization of $292 and $4,452)	1,997	1,620
	$237,931	$179,861
LIABILITIES AND PARTNERS' CAPITAL (DEFICIENCY)		
Accounts payable	$ 10,246	$ 4,170
Accrued expenses:		
Franchise fees	1,089	995
Payroll and related benefits	4,728	3,796
Programming costs	--	7,216
Interest	947	--
Other	3,688	7,442
Accounts payable to affiliates	500	--
Bank debt	159,460	--
Senior debt	--	214,392
Junior subordinated note	--	34,645
Total liabilities	180,658	272,656
Partners' capital (deficiency)	57,273	(92,795)
	$237,931	$179,861

See accompanying notes to consolidated financial statements.

U.S. CABLE TELEVISION GROUP, L.P.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND
PARTNERS' CAPITAL (DEFICIENCY)
(see note 1)
(Dollars in thousands)

	Period from August 13, 1996 to December 31, 1996	Period from January 1, 1996 to August 12, 1996	Year Ended December 31, 1995	Year Ended December 31, 1994
Revenue	$ 32,144	$ 49,685	$ 76,568	$ 71,960
Operating expenses:				
Technical expenses	15,111	23,467	34,895	29,674
Selling, general and administrative expenses	6,677	11,021	19,875	20,776
Depreciation and amortization	17,842	21,034	36,329	41,861
Operating loss	(7,486)	(5,837)	(14,531)	(20,351)
Other (expense) income:				
Interest expense	(5,136)	(10,922)	(26,157)	(24,195)
Interest income	14	33	70	236
Other, net	(119)	(69)	(241)	(1,280)
Net loss	(12,727)	(16,795)	(40,859)	(45,590)
Partners' capital (deficiency):				
Beginning of period	--	(92,795)	(51,936)	(6,346)
Capital contribution	70,000	--	--	--
End of year	$ 57,273	$(109,590)	$(92,795)	$(51,936)

See accompanying notes to consolidated financial statements.

U.S. CABLE TELEVISION GROUP, L.P.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(see note 1)
(Dollars in thousands)

	Period from August 13, 1996 to December 31, 1996	Period from January 1, 1996 to August 12, 1996	Year Ended December 31, 1995	Year Ended December 31, 1994
Cash flows from operating activities:				
Net loss	$ (12,727)	$(16,795)	$(40,859)	$(45,590)
Adjustments to reconcile net loss to net cash provided by operating activities:				
Depreciation and amortization	17,842	21,034	36,329	41,861
Amortization of deferred financing costs	292	477	746	752
Loss on disposal of equipment	43	39	104	192
Interest on senior subordinated debentures	--	--	10,022	9,038
Interest on junior subordinated debentures	--	--	3,970	3,516
Changes in assets and liabilities, net of effects of acquisition:				
Accounts receivables, net	634	(625)	(546)	(47)
Other receivables	94	(129)	(225)	(54)
Prepaid expenses and other assets	131	(204)	(3)	80
Accounts payable and accrued expenses	265	(2,318)	3,193	2,995
Accounts payable to affiliates	(576)	1,029	(744)	575
Net cash provided by operating activities	5,998	2,508	11,987	13,318
Cash flows used in investing activities:				
Capital expenditures	(5,317)	(11,995)	(20,502)	(21,359)
Proceeds from sale of equipment	53	48	430	--
Net cash used in investing activities	(5,264)	(11,947)	(20,072)	(21,359)
Cash flows from financing activities:				
Advance from V Cable	--	70,000	--	--
Cash paid for redemption of partners' interests	(4,010)	--	--	--
Additions to excess costs	(98)	--	--	--
Additions to deferred financing costs	(2,289)	--	--	--
Proceeds from bank debt	159,810	--	8,000	--
Repayment of bank debt	(350)	--	--	--
Repayment of senior debt	(153,538)	(60,807)	--	--
Repayment of note payable	--	--	--	(35)
Net cash used in financing activities	(475)	9,193	8,000	(35)
Net increase in cash and cash equivalents	259	(246)	(85)	(8,076)
Cash and cash equivalents at beginning of period	(210)	36	121	8,197
Cash and cash equivalents at end of period	$ 49	$ (210)	$ 36	$ 121

See accompanying notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)

(1) The Company

U.S. Cable Television Group, L.P. (the "Company") was formed for the purpose of acquiring, owning and operating cable television systems, which are generally operated pursuant to non-exclusive franchises awarded by states or local government authorities for specified periods of time. The Company currently operates cable television systems serving portions of the southeastern and Midwestern United States. The Company's revenues are derived principally from the provision of cable television services, which include recurring monthly fees paid by subscribers.

Prior to the Redemption discussed in the next paragraph, the partnership consisted of V Cable, Inc. ("V Cable"), a wholly-owned subsidiary of Cablevision Systems Corporation ("CSC"), with an indirect 1% general partnership interest and a 19% limited partnership interest, General Electric Capital Corporation ("GECC"), with a 72% limited partnership interest and various individuals and entities owning the remaining 8% partnership interest, as general and/or limited partners (the "Predecessor Company"). Profits and losses were allocated in accordance with the Amended and Restated Agreement of Limited Partnership.

On March 18, 1996, V Cable advanced $70 million to the Company which was considered a capital contribution coincident with the Redemption. On August 13, 1996, the Company redeemed the partnership interests not already owned by V Cable ("the Redemption") for a payment of approximately $4 million to the holders of 8% of the partnership interests and the repayment of the balance of the debt owed to General Electric Capital Corporation ("GECC") of approximately $154 million. The payment of $4 million and repayment of the GECC debt was financed under a new $175 million credit facility (Note 4). As a result of the Redemption, which was accounted for as a purchase, the consolidated financial information for the periods after the Redemption is presented on a different cost basis than that for the period before the Redemption and, therefore, is not comparable due to the change in ownership.

Subsequent to the Redemption, V Cable, through wholly-owned subsidiaries, holds an indirect 1% general partnership interest and a direct 99% limited partnership interest (the "Successor Company"). The partnership will terminate December 1, 2030, unless earlier termination occurs as provided in the Amended and Restated Agreement of Limited Partnership.

As a result of the capital contribution of $70,000 (discussed above), the $4,010 Redemption price and $98 of miscellaneous transaction costs, the Successor Company effectively paid $74,108 to acquire net liabilities of $74,331, which resulted in excess costs over fair value of $148,439, as follows:

Purchase price and transaction costs	$ 74,108
Net liabilities acquired:	
Cash, receivables and prepaids	2,504
Property, plant and equipment	98,212
Accounts payables and accrued expenses	(20,433)
Accounts payable--affiliate	(1,076)
Senior debt	(153,538)
	(74,331)
Excess costs over fair value of net liabilities acquired	$ 148,439

For purposes of the consolidated financial statements for the period from August 13, 1996 to December 31, 1996, this excess cost amount is being amortized over a 7 year period.

(2) Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

Revenue Recognition

The Company recognizes revenues as cable television services are provided to subscribers.

Long-Lived Assets

Property, plant and equipment, including construction materials, are recorded at cost, which includes all direct costs and certain indirect costs associated with the construction of cable television transmission and distribution systems and the costs of new subscriber installations. Property, plant and equipment are being depreciated over their estimated useful lives using the straight-line method. Leasehold improvements are amortized over the shorter of their useful lives or the terms of the related leases.

With respect to the Predecessor Company, franchise costs were amortized on the straight-line basis over the average term of the franchises (approximately 4-12 years) and excess costs over fair value of net assets acquired were amortized over a 15 year period on the straight-line basis. As mentioned in note 1, the Successor Company is amortizing excess costs over fair value of net assets acquired over 7 years.

The Company implemented the provisions of Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of," effective January 1, 1996. The Company reviews its long-lived assets (property, plant and equipment, and related intangible assets that arose from business combinations accounted for under the purchase method) for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the expected cash flows, undiscounted and without interest, is less than the carrying amount of the asset, an impairment loss is recognized as the amount by which the carrying amount of the asset exceeds its fair value. The adoption of Statement No. 121 had no impact on the Company's financial position or results of operations.

Deferred Financing and Other Costs

Costs incurred to obtain debt are deferred and amortized on the straight-line basis over the term of the related debt. Other costs consist of organization costs in 1995 which were amortized over a five year period on the straight line basis.

Income Taxes

The Company operates as a limited partnership; accordingly, its taxable income or loss is includable in the tax returns of the partners, and therefore, no provision for income taxes has been made on the books of the Company. ECC Holdings Corporation ("ECC"), one of the Company's subsidiaries, is a corporate entity and as such is subject to federal and state income taxes. Income tax amounts in these consolidated financial statements pertain to ECC.

(Dollars in thousands)

(2) Significant Accounting Policies (continued)

ECC accounts for income taxes under the provisions of Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes", which requires the liability method of accounting for deferred income taxes and permits the recognition of deferred tax assets, subject to an ongoing assessment of realizability.

Cash Flows

For purposes of the statement of cash flows, the Company considers short-term investments with a maturity at date of purchase of three months or less to be cash equivalents. The Company paid cash interest of approximately $13,610 for the period from January 1, 1996 to August 12, 1996, $4,189 for the period from August 13, 1996 to December 31, 1996 and $8,761 and $12,900 for the years ended December 31, 1995 and 1994, respectively.

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(3) Property, Plant and Equipment

Property, plant and equipment and estimated useful lives at December 31, 1996 and 1995 are as follows:

	1996	1995	Estimated Useful lives
Cable television transmission and distribution systems:			
Converters	$ 6,810	$ 18,609	5 years
Headends	6,338	27,363	9 years
Distribution systems	81,502	171,570	10 years
Program, service, microwave and test equipment	2,219	4,396	4-7 years
Construction in progress (including materials and supplies)	521	675	
	97,390	222,613	
Furniture and fixtures	591	4,429	5 years
Vehicles	2,886	7,411	4 years
Building and improvements	1,074	2,895	30 years
Leasehold improvements	1,305	--	Term of Lease
Land	--	852	
	103,246	238,200	
Less accumulated depreciation	(9,703)	(136,761)	
	$ 93,543	$ 101,439	

(Dollars in thousands)

(4) Debt

Bank Debt

As discussed in Note 1, on August 13, 1996, the Successor Company paid GECC approximately $154,000 in exchange for GECC's limited partnership interests in the Company and in satisfaction of the outstanding balance of all indebtedness due GECC. The repayment of the GECC debt was financed under a new $175,000 credit facility. The credit facility is with a group of banks led by the Bank of New York, as agent, and consists of a three year $175,000 revolving credit facility maturing on August 13, 1999. The revolving credit facility is payable in full upon maturity. As of December 31, 1996, the Company has outstanding borrowings under its revolving credit facility of $159,460, leaving unrestricted and undrawn funds available amounting to $15,540. Amounts outstanding under the facility bear interest at varying rates based upon the bank's LIBOR rate, as defined in the loan agreement. The weighted average interest rate was 7.6% on December 31, 1996. The Company is also obligated to pay fees of .375% per annum on the unused loan commitment.

Substantially all of the general and limited partnership interests in the Company have been pledged in support of the borrowings under the credit agreement. The credit facility contains various restrictive covenants, with which the Company was in compliance at December 31, 1996.

Senior Debt and Junior Subordinated Note

At December 31, 1995, the credit agreement between the Predecessor Company and GECC (the "Credit Agreement") was composed of a Senior Loan Agreement and a Junior Loan Agreement. Under the Senior Loan Agreement, GECC had provided a $30,000 revolving line of credit (the "Revolving Line"), a $104,443 term loan (the "Series A Term Loan") with interest payable currently and, a $92,302 term loan (the "Series B Term Loan") with payment of interest deferred until December 31, 2001. Under the Junior Loan Agreement, GECC had provided a $24,039 term loan (the "Junior Term Loan") with payment of interest deferred until December 31, 2001. The senior loan agreement and junior loan agreement are collectively referred to as the "Loan Agreements".

At December 31, 1995, the Predecessor Company's outstanding debt to GECC, which was all due on December 31, 2001, was comprised of the following:

Senior Debt	
Revolving line of credit, with interest at varying rates.......	$ 8,000
Series A Term Loan, with interest at 10.12%....................	104,443
Series B Term Loan, with interest at 10.62%....................	101,949
Total Senior Debt..	214,392
Junior Subordinated Note, with interest at 12.55%................	34,645
Total debt...	$249,037

(5) Income Taxes

ECC has a net operating loss carryforward for federal income tax purposes of approximately $21,708 expiring in varying amounts through 2011.

(Dollars in thousands)

The tax effects of temporary differences which give rise to significant deferred tax assets or liabilities and the corresponding valuation allowance at December 31, 1996 and 1995 are as follows:

Deferred Assets

	1996	1995
Depreciation and amortization	$ 7,132	$ (9,572)
Allowance for doubtful accounts	51	85
Benefits of tax loss carry forwards	9,117	24,783
Net deferred tax assets	16,300	15,296
Valuation allowance	(16,300)	(15,296)
	$ --	$ --

ECC has provided a valuation allowance for the total amount of the net deferred tax assets since realization of these assets is not assured due principally to a history of operating losses. The amount of the valuation allowance increased by $1,004 during the year ended December 31, 1996.

(6) Operating Leases

The Company leases certain office and transmission facilities under terms of operating leases expiring at various dates through 2008. The leases generally provide for fixed annual rental payments plus real estate taxes and certain other costs. Rent expense for the periods from January 1, 1996 to August 12, 1996 and from August 13, 1996 to December 31, 1996 amounted to approximately $505 and $303, respectively, and for the years ended December 31, 1995 and 1994 amounted to $705 and $635, respectively.

The Company rents space on utility poles for its operations. The Company's pole rental agreements are for varying terms, and management anticipates renewals as they expire. Pole rental expense for the periods from January 1, 1996 to August 12, 1996 and from August 13, 1996 to December 31, 1996 amounted to approximately $912 and $547, respectively, and for the years ended December 31, 1995 and 1994 amounted to $1,312 and $1,199, respectively.

The minimum future annual rental payments for all operating leases, including pole rentals from January 1, 1997 through December 31, 2008, at rates presently in force at December 31, 1996, are approximately: 1997, $1,902; 1998, $1,764; 1999, $1,735; 2000, $1,657; 2001, $1,599; and thereafter $2,945.

(7) Related Party Transactions

CSC has interests in several entities engaged in providing cable television programming and other services to the cable television industry. For the periods from January 1, 1996 to August 12, 1996 and from August 13, 1996 to December 31, 1996, the Company was charged approximately $510 and $268, respectively, and for the years ended December 31, 1995 and 1994 the Company was charged approximately $568 and $407, respectively, by these entities for such services. At December 31, 1996 and 1995, the Company owed approximately $60 and $107 to these companies for such programming services which is included in accounts payable-affiliates in the accompanying consolidated balance sheets.

CSC provides the Company with general and administrative services. For the periods from January 1, 1996 to August 12, 1996 and from August 13, 1996 to December 31, 1996, the Company was charged $2,274 and $1,712, respectively, and for the years ended December 31, 1995 and 1994 these charges totaled approximately $3,530 and $3,300. Amounts owed to CSC at December 31, 1996 and 1995 for such expenses were approximately $408 and $365 and is included in accounts payable-affiliates in the accompanying consolidated balance sheet.

(8) Benefit Plan

During 1989, the Company adopted a 401K savings plan (the "Plan"). Employee participation is voluntary. Under the provisions of the Plan, employees may defer up to 15% of their annual compensation (as defined). The Company currently contributes 50% of the contributions made by participating employees subject to a contribution cap of 6% of the employee's compensation. The Company may make additional contributions at its discretion. Expense relating to this Plan amounted to $327, $321 and $295 in 1996, 1995 and 1994, respectively.

The Company does not provide postretirement benefits for any of its employees.

(9) Disclosures About The Fair Value Of Financial Instruments

Cash and Cash Equivalents, Accounts Receivable--Subscribers, Other Receivables, Prepaid Expenses and Other Assets, Accounts Payable, Accrued Expenses, and Accounts Payable to Affiliates

The carrying amount approximates fair value due to the short maturity of these instruments.

Bank Debt

The fair value of the company's long term debt instruments approximates its book value since the interest rate is LIBOR-based and accordingly is adjusted for market rate fluctuations.

Senior and Junior Debt

At December 31, 1995, the carrying amount of the Senior and Junior Debt approximated fair value.

(10) Commitments

CSC and its cable television affiliates (including the Company) have an affiliation agreement with a program supplier whereby CSC and its cable television affiliates are obligated to make Base Rate Annual Payments, as defined and subject to certain adjustments pursuant to the agreement, through 2004. The Company would be contingently liable for its proportionate share of Base Rate Annual Payments, based on subscriber usage, of approximately; $1,276 in 1997; $1,320 in 1998 and $1,366 in 1999. For the years 2000 through 2004, such payments would increase by percentage increases in the Consumer Price Index, or five percent, whichever is less, over the prior year's Base Annual Payment.

(11) Subsequent Event

On August 29, 1997, CSC and certain of its wholly-owned subsidiaries entered into an agreement with Mediacom LLC ("Mediacom") to sell to Mediacom cable systems owned by the Company. The transaction was consummated on January 23, 1998 for a sales price of approximately $311 million.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Triax Midwest Associates, L.P.:

We have audited the accompanying balance sheets of TRIAX MIDWEST ASSOCIATES, L.P. (a Missouri limited partnership) as of December 31, 1997 and 1998, and the related statements of operations, partners' deficit and cash flows for each of the three years in the period ended December 31, 1998. These financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Triax Midwest Associates, L.P. as of December 31, 1997 and 1998, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 1998 in conformity with generally accepted accounting principles.

Arthur Andersen LLP

Denver, Colorado,
February 26, 1999.

TRIAX MIDWEST ASSOCIATES, L.P.

BALANCE SHEETS

As of December 31, 1997 and 1998 and September 30, 1999 (Unaudited)
(In Thousands)

	1997	1998	September 30, 1999
			(Unaudited)
ASSETS			
Cash	$ 3,297	$ 2,327	$ --
Receivables, net of allowance of $554, $331 and $353, respectively	2,555	2,303	2,043
Property, plant and equipment, net	124,616	153,224	168,588
Purchased intangibles, net	157,671	185,268	153,604
Deferred costs, net	5,980	6,995	5,364
Other assets	2,202	2,911	2,086
	$296,321	$353,028	$331,685
LIABILITIES AND PARTNERS' DEFICIT			
Accrued interest expense	$ 6, 057	$ 5,383	$ --
Accounts payable and other accrued expenses	11,582	11,714	12,769
Subscriber prepayments and deposits	695	828	782
Payables to affiliates	359	348	339
Debt	323,604	404,418	418,810
	342,297	422,691	432,700
Partners' deficit	(45,976)	(69,663)	(101,015)
	$296,321	$353,028	$331,685

The accompanying notes to the financial statements are an integral part of these balance sheets.

TRIAX MIDWEST ASSOCIATES, L.P.

STATEMENTS OF OPERATIONS

For the Years Ended December 31, 1996, 1997 and 1998
and for the Nine Months Ended September 30, 1998 and 1999 (Unaudited)
(In Thousands)

	For the Years Ended December 31,			For the Nine Months Ended September 30,	
	1996	1997	1998	1998	1999
				(Unaudited)	
Revenues................	$ 60,531	$ 101,521	$ 119,669	$ 87,129	$101,654
Operating expenses:					
Programming...........	12,934	20,066	25,275	18,262	22,990
Operating, selling, general and administrative.......	16,459	26,050	32,241	21,658	25,407
Management fees.......	2,667	3,573	4,048	2,944	3,331
Administration fees paid to an affiliate............	444	1,482	1,826	1,307	1,566
Depreciation and amortization.........	26,492	48,845	65,391	43,276	54,111
	58,996	100,016	128,781	87,447	107,405
Operating income (loss).................	1,535	1,505	(9,112)	(318)	(5,751)
Other expenses:					
Interest..............	18,311	26,006	29,358	21,358	24,941
Net loss before cumulative effect of accounting change......	(16,776)	(24,501)	(38,470)	(21,676)	(30,692)
Cumulative effect of accounting change......	--	--	--	--	(660)
Net loss................	$ (16,776)	$ (24,501)	$ (38,470)	$(21,676)	$(31,352)

The accompanying notes in the financial statements are an integral part of these statements.

TRIAX MIDWEST ASSOCIATES, L.P.

STATEMENTS OF PARTNERS' DEFICIT

For the Years Ended December 31, 1996, 1997 and 1998
and for the Nine Months Ended September 30, 1999 (Unaudited)
(In Thousands)

	Non-Managing General Partner (Effective August 30, 1996)	Managing General Partner (Effective August 30, 1996)	Residual Equity Interest Held by TTC	Pre Recapitalization Limited Partners (Note 1): Special Limited Partner	Pre Recapitalization Limited Partners (Note 1): Cavalier Cable, L.P.	Pre Recapitalization Limited Partners (Note 1): All Others	Post Recapitalization Limited Partners (Note 1)	Total
BALANCES, December 31, 1995	$ (83,549)	$ --	$ --	$ --	$ --	$ --	$ --	$ (83,549)
Net loss for the eight month period ended August 30, 1996	(9,022)	--	--	--	--	--	--	(9,022)
BALANCES, August 30, 1996 (Unaudited)	(92,571)	--	--	--	--	--	--	(92,571)
Cash redemption of partnership interests	--	--	--	(6,680)	(12,071)	(19,500)	--	(38,251)
Allocation of partners' capital in connection with recapitalization	--	--	--	6,680	12,071	19,500	(38,251)	--
Accretion on residual equity interest held by TTC through a charge to accumulated deficit	(62)	--	62	--	--	--	--	--
Cash contributions	1,100	--	--	--	--	--	50,250	51,350
Issuance of limited partnership units in connection with acquisition of cable properties	--	--	--	--	--	--	59,765	59,765
Cash distributions to DD Cable Partners	--	--	--	--	--	--	(4,200)	(4,200)
Syndication costs	(26)	--	--	--	--	--	(2,578)	(2,604)
Net loss for the four month period ending December 31, 1996	(78)	--	--	--	--	--	(7,676)	(7,754)
BALANCES, December 31, 1996	(91,637)	--	62	--	--	--	57,310	(34,265)
Accretion of residual equity interest held by TTC through a charge to accumulated deficit	(488)	--	488	--	--	--	--	--
Cash contributions	--	--	--	--	--	--	13,043	13,043
Syndication costs	--	--	--	--	--	--	(253)	(253)
Net loss for the year ended December 31, 1997	(245)	--	--	--	--	--	(24,256)	(24,501)
BALANCES, December 31, 1997	(92,370)	--	550	--	--	--	45,844	(45,976)
Accretion of residual equity								

interest held by TTC through a charge to accumulated deficit.........	(738)	--	738	--	--	--	--	--
Cash contributions...	--	--	--	--	--	--	15,000	15,000
Syndication costs...........	--	--	--	--	--	--	(217)	(217)
Net loss for the year ended December 31, 1998............	(385)	--	--	--	--	--	(38,085)	(38,470)
BALANCES, December 31, 1998............	(93,493)	--	1,288	--	--	--	22,542	(69,663)
Accretion of residual equity interest held by TTC through a charge to accumulated deficit (Unaudited).....	(735)	--	735	--	--	--	--	--
Net loss for the nine months ended September 30, 1999 (Unaudited).....	(8,810)	--	--	--	--	--	(22,542)	(31,352)
BALANCES, September 30, 1999 (Unaudited).....	$(103,038)	$ --	$2,023	$ --	$ --	$ --	$ --	$(101,015)

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

TRIAX MIDWEST ASSOCIATES, L.P.

STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 1996, 1997 and 1998
and For the Nine Months Ended September 30, 1998 and 1999 (Unaudited)
(In Thousands)

	For the Years Ended December 31,			For the Nine Months Ended September 30,	
	1996	1997	1998	1998 (Unaudited)	1999 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net loss.............	$ (16,776)	$(24,501)	$ (38,470)	$(21,676)	$(31,352)
Adjustments to reconcile net loss to net cash flows from operating activities--					
Depreciation and amortization.........	26,492	48,845	65,391	43,276	54,111
Accretion of interest on preferred stock obligation...........	90	--	--	--	--
Amortization of deferred loan costs................	370	651	790	567	669
Cumulative effect of accounting change....	--	--	--	--	660
Write-off retired plant................	--	--	1,732	(492)	--
Decrease (increase) in subscriber receivables, net.....	1,926	(503)	93	(147)	265
(Increase) decrease in other assets......	(7)	(556)	(623)	(1,270)	881
Increase (decrease) in accrued interest expense..............	181	1,312	(674)	(1,299)	(5,403)
Increase (decrease) in accounts payable and other accrued expenses.............	4,502	525	(452)	(1,040)	828
(Decrease) increase in subscriber prepayments and deposits............	(2,684)	13	129	55	(52)
Write-off loan costs..	174	--	--	--	20
(Decrease) increase in payables to affiliates...........	(31)	113	(11)	(56)	(10)
Net cash flows from operating activities.........	14,237	25,899	27,905	17,918	20,617
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchase of property, plant and equipment..	(10,275)	(23,101)	(36,122)	(25,222)	(31,830)
Acquisition of properties, including purchased intangibles..........	--	(71,850)	(86,255)	(83,993)	(3,913)
Proceeds from exchange of properties, including intangibles..........	--	--	1,594	1,594	--
Proceeds from sale of properties, including intangibles..........	--	--	1,674	1,674	367
Cash paid for franchise costs......	(582)	(776)	(2,122)	(1,165)	(917)
Cash paid for other intangibles..........	(823)	(37)	--	--	(19)
Net cash flows from investing activities.........	(11,680)	(95,764)	(121,231)	(107,112)	(36,312)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from borrowings...........	275,000	67,000	399,000	391,000	26,000
Repayment of debt.....	(268,477)	(14,000)	(319,000)	(315,000)	(12,000)
Contributions from partners............	51,350	13,043	15,000	15,000	--

Cash redemptions of partnership interests............	(38,251)	--	--	--	--
Cash distributions to DD Cable Partners....	(4,200)	--	--	--	--
Payments on capital leases...............	(314)	(322)	(703)	(456)	(625)
Cash paid for loan costs................	(5,683)	(80)	(1,724)	(1,597)	(7)
Cash paid for syndication costs....	(2,604)	(253)	(217)	--	--
Repayment of preferred stock obligations....	(2,760)	--	--	--	--
Net cash flows from financing activities.........	4,061	65,388	92,356	88,947	13,368
NET INCREASE (DECREASE) IN CASH...............	6,618	(4,477)	(970)	(247)	(2,327)
CASH, beginning of period................	1,156	7,774	3,297	3,297	2,327
CASH, end of period....	$ 7,774	$ 3,297	$ 2,327	$ 3,050	$ --
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:					
Cash paid during the period for interest..	$ 16,848	$ 24,043	$ 29,209	$ 22,090	$ 29,655
SUPPLEMENTAL SCHEDULE OF NON CASH INVESTING AND FINANCING ACTIVITIES:					
Acquisitions with capital leases.......	$ 391	$ 1,313	$ 1,517	$ 1,054	$ 1,217
Net book value of assets divested in exchange.............	--	--	$ 4,404	$ 4,404	--
Net book value of non-monetary assets acquired in exchange.............	--	--	$ 2,958	$ 2,958	--

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

NOTES TO FINANCIAL STATEMENTS

December 31, 1997 and 1998 and September 30, 1999
(All amounts related to the September 30, 1998 and 1999 periods are unaudited)

(1) THE PARTNERSHIP

Organization and Capitalization

Triax Midwest Associates, L.P. (the "Partnership") is a Missouri limited partnership originally formed for the purpose of acquiring, constructing and operating cable television properties, located primarily in Indiana, Illinois, Iowa, Minnesota and Wisconsin. The Partnership was capitalized and commenced operations on June 1, 1988. The non-managing general partner is Triax Cable General Partner, L.P. ("Triax Cable GP"), a Missouri limited partnership. The general partner of Triax Cable GP is Midwest Partners, L.L.C. The managing general partner of the Partnership is Triax Midwest General Partner, L.P., a Delaware limited partnership, and its general partner is Triax Midwest, L.L.C.

Partnership Recapitalization

On August 30, 1996 (the "Contribution Date"), the Partnership completed a recapitalization of the Partnership in which new credit facilities were put in place (Note 4), additional partnership interests were issued and selected partnership interests were redeemed. Under the terms of a partnership amendment and other related documents, the Partnership received approximately $50.3 million in cash from new limited partners in exchange for limited partnership interests ("New Cash Partners"). Approximately $38.3 million in cash was then utilized to redeem the special limited partnership interest and certain other existing limited partnership interests. For financial reporting purposes, this portion of the Partnership Recapitalization was accounted for as an equity transaction with no effect on the carrying value of the Partnership's assets. However, for tax purposes, even though the New Cash Partners acquiesced to the redeemed limited partners' tax basis capital accounts, they will be entitled to additional outside tax basis reflecting the amount invested.

In addition, the Partnership purchased certain net assets of DD Cable Partners, L.P. and DD Cable Holdings, Inc. ("DD Cable") through the net issuance of approximately $55.6 million in limited partnership interests. For financial reporting purposes, the acquisition was accounted for under the purchase method of accounting at fair market value. For tax purposes, the basis in the acquired net assets was recorded at DD Cable's historical tax basis. This results in a built-in gain on these assets based on the difference between the fair market value and tax basis of the assets at August 30, 1996.

In connection with the Partnership Recapitalization, the general partnership interest of Triax Cable GP was converted to a non-managing general partnership interest. Triax Cable GP then contributed an additional $1.1 million to maintain its approximate 1% proportionate interest in the Partnership. Triax Midwest General Partner, L.P. ("Midwest GP" or the "Managing General Partner") was appointed the managing general partner. The general partner of Midwest GP is Triax Midwest, L.L.C., a wholly-owned subsidiary of Triax Telecommunications Company, L.L.C. ("TTC"). Midwest GP made no partnership equity contributions to the Partnership and received only a residual interest in the Partnership, as discussed below under "Allocations of Profits, Losses, Distributions and Credits Subsequent to Partnership Recapitalization".

As provided for in the Partnership Agreement, as amended, certain of the New Cash Partners (the "Committed Partners") committed to fund additional monies totaling $50.0 million for future acquisitions of the Partnership through August 1999. In conjunction with the Partnership's acquisitions of the Indiana and Illinois Acquisitions during 1997 and the Illinois acquisition of September 30, 1998 (Note 3), certain limited partners contributed approximately $13.0 million and $15.0 million, respectively. Of these total contributions, approximately $27.0 million was contributed by the Committed Partners, which reduced their total funding commitment to approximately $23.0 million.

During 1997, TTC and certain officers of TTC (the "Officers") purchased limited partner interests in Triax Investors Midwest, L.P. ("Investors Midwest"), which holds a limited partner interest in the Partnership. Subsequent to TTC's and the Officers' purchase of these Investors Midwest interests, Investors Midwest elected to distribute its interest in the Partnership to certain of its partners, resulting in TTC owning a direct limited partner interest in the Partnership.

The Partnership Agreement, as amended, provides that on August 30, 2001 each limited partner has the option to sell its interest to the Partnership for fair market value at the time of the sale. The fair market value is to be determined by appraised value approved by a majority vote of the Advisory Committee. In accordance with the Partnership Agreement, if the Partnership is unable to finance the acquisition of such interests, such selling limited partners can cause the liquidation of the Partnership.

Allocation of Profits, Losses, Distributions and Credits Subsequent to Partnership Recapitalization

Distributions

Cash distributions are to be made to both the limited partners and Triax Cable GP equal to their adjusted capital contributions, then to the limited partners and Triax Cable GP in an amount sufficient to yield a return of 13% per annum, compounded annually (the "Priority Return"), then varying rates of distribution to the Managing General Partner (17% to 20%) and to the limited partners and Triax Cable GP (83% to 80%) based on internal rates of return earned by the New Cash Partners, as set forth in the Amended and Restated Partnership Agreement, on their adjusted capital contributions.

Losses from Operations

The Partnership will allocate its losses to the limited partners and Triax Cable GP according to their proportionate interests in the book value of the Partnership, except losses will not be allocated to any limited partner which would cause the limited partner's capital account to become negative by an amount greater than an amount which the limited partners are obligated to contribute to the Partnership.

Profits and Gains

Generally, the Partnership will allocate its profits according to the limited partners' and Triax Cable GP's proportionate interests in the book value of the Partnership until profits allocated to limited partners equal losses previously allocated to them. A special allocation of gain equal to the difference between the fair value and tax basis of contributed property will be made, with respect to partners contributing property to the Partnership, upon the sale of the contributed Partnership assets.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

The financial statements as of September 30, 1999 and 1998 are unaudited; however, in the opinion of management, the financial statements include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the results for the periods presented. The accounting policies followed during such interim periods reported are in conformity with generally accepted accounting principles and are consistent with those applied during annual periods. The results of operations for the interim periods are not necessarily indicative of the results that might be expected for the full year ending December 31, 1999.

Revenue Recognition

Revenues are recognized in the period the related services are provided to the subscribers.

Income Taxes

No provision has been made for federal, state or local income taxes because they are the responsibility of the individual partners. The principal difference between tax and financial reporting results from different depreciable tax basis in various assets acquired (Note 1).

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Replacements, renewals and improvements are capitalized and costs for repairs and maintenance are charged directly to expense when incurred. The Partnership capitalized a portion of technician and installer salaries to property, plant and equipment, which amounted to $1,134,000 in 1996, $1,196,132 in 1997, $1,333,296 in 1998 and $980,140 and $994,469 for the nine months ended September 30, 1998 and 1999, respectively. Depreciation and amortization are computed using the straight-line method over the following estimated useful lives (amounts in thousands):

	1997	1998	September 30, 1999	Life
Property, plant and equipment.............	$ 217,561	$ 266,965	$ 301,880	Predominantly 10 years
Less-- Accumulated depreciation..........	(92,945)	(113,741)	(133,292)	
	$ 124,616	$ 153,224	$ 168,588	

Purchased Intangibles

Purchased intangibles are being amortized using the straight-line method over the following estimated useful lives (amounts in thousands):

	1997	1998	September 30, 1999	Life
Franchises.............	$ 245,028	$ 310,544	$ 312,930	5-11.5 years
Noncompete.............	400	1,595	1,795	3 years
Goodwill...............	12,804	12,804	12,804	20 years
	258,232	324,943	327,529	
Less-- Accumulated amortization..........	(100,561)	(139,675)	(173,925)	
	$ 157,671	$ 185,268	$ 153,604	

Impairment of Long-Lived Assets

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable from future undiscounted cash flows. Impairment losses are recorded for the difference between the carrying value and fair value of the long-lived asset.

Deferred Costs

Deferred costs are being amortized using the straight-line method over the following estimated useful lives (amounts in thousands):

	1997	1998	September 30, 1999	Life
Deferred loan costs	$ 5,763	$ 7,488	$ 7,494	2-7 years
Organizational costs	858	858	--	5-10 years
Other	500	500	500	
Less--Accumulated amortization	(1,141)	(1,851)	(2,630)	
	$ 5,980	$ 6,995	$ 5,364	

Organizational Costs

American Institute of Certified Public Accountants Statement of Position 98-5 ("SOP 98-5") provides guidance on the financial reporting of start-up and organization costs. SOP 98-5 broadly defines start-up activities and requires the costs of such start-up activities and organization costs to be expensed as incurred. SOP 98-5 is effective for fiscal years beginning after December 15, 1998 and the initial application is reported as a cumulative effect of a change in accounting principle. Effective January 1, 1999, the Partnership recognized a cumulative effect of an accounting change adjustment related to net deferred organization costs totaling approximately $660,000 as of December 31, 1998.

Reclassifications

Certain amounts in the accompanying financial statements have been reclassified to conform to the current year presentation.

(3) ACQUISITIONS / SALES

On August 30, 1996, the Partnership purchased certain cable television system assets, located in Illinois, Minnesota, Wisconsin and Iowa, from DD Cable, including the assumption of certain liabilities of the acquired business. The acquisition was financed by issuing net limited partnership interests valued at approximately $55.6 million. In addition, the Partnership utilized a portion of newly executed $375 million credit facility (Note 4) to repay approximately $116 million of existing indebtedness of DD Cable.

The purchase price was allocated to the acquired assets and liabilities as follows (amounts in thousands):

Current assets	$ 3,519
Property, plant and equipment	59,786
Franchise costs	117,007
Subtotal	180,312
Less--current liabilities assumed	(4,579)
	175,733
Less--cash distributed for:	
Payment of existing DD Cable debt	(115,968)
Cash distributions to DD Cable	(4,200)
Total net partnership interest issued	$ 55,565

On June 30, 1997, the Partnership acquired certain cable television system assets, located in Indiana, including certain liabilities of the acquired business, from Triax Associates I, L.P. (the "Indiana Acquisition"). The purchase price of $52.0 million was accounted for by the purchase method of accounting and was allocated to the acquired assets and liabilities as follows (amounts in thousands):

Current assets	$ 316
Property, plant and equipment	18,793
Franchise costs	33,007
Non-compete	200
Subtotal	52,316
Less--current liabilities assumed	(403)
Total cash paid for acquisition	$ 51,913

Also on June 30, 1997, the Partnership acquired certain cable television system assets, located in Illinois, including certain liabilities of the acquired business, from an unrelated third party (the "Illinois Acquisition". The purchase price of $20.1 million was accounted for by the purchase method of accounting.

The Indiana and Illinois Acquisitions were financed by partners' contributions of approximately $13.0 million and proceeds of $60.0 million on the revolving credit facility.

On June 30, 1998, the Partnership purchased certain cable television system assets, located in Illinois, from an unrelated third party ("Marcus"), including the assumption of certain liabilities of the acquired business. The acquisition was financed by partners' contributions of $15.0 million and proceeds of approximately $45.8 million from the revolving credit facility.

The purchase price was allocated to the acquired assets and liabilities as follows (amounts in thousands):

Current assets	$ 109
Property, plant and equipment	10,000
Franchise costs	50,555
Non-compete	500
Subtotal	61,164
Less--current liabilities assumed	(328)
Total cash paid for acquisition	$60,836

The Partnership has reported the operating results of DD Cable, the Indiana Acquisition and Marcus from the respective acquisition dates. The following tables show the unaudited pro forma results of operations for the year of the acquisitions and their prior year:

	For the Year Ended December 31, 1996	
	Actual	Unaudited Pro Forma Results(/1/)
REVENUES	$ 60,531	$ 99,554
NET LOSS	$(16,776)	$(28,878)

(/1/) Presents pro forma effect of the DD Cable Acquisition and the Indiana Acquisition.

	For the Year Ended December 31, 1997	
	Actual	Unaudited Pro Forma Results(/2/)
REVENUES	$101,521	$118,722
NET LOSS	$(24,501)	$(31,001)

(/2/) Presents pro forma effect of the Indiana Acquisition and Marcus.

	For the Year Ended December 31, 1998	
	Actual	Unaudited Pro Forma Results(/3/)
REVENUES	$119,669	$128,182
NET LOSS	$(38,470)	$(41,754)

(/3/) Presents pro forma effect of Marcus.

On June 30, 1998, the Partnership purchased certain cable television system assets, located in Indiana, from an unrelated third party, including the assumption of certain liabilities of the acquired business. The acquisition was financed by proceeds of approximately $22.8 million from the revolving credit facility. The purchase price was allocated to the acquired assets and liabilities as follows (amounts in thousands):

Property, plant and equipment	$ 8,383
Franchise costs	14,499
Non-compete	200
Subtotal	23,082
Less--current liabilities assumed	(270)
Total cash paid for acquisition	$22,812

On January 21, 1998, the Partnership acquired certain cable television system assets located in Gilberts, Illinois, including certain liabilities of the acquired business, from an unrelated third party (the "Gilberts Acquisition"). The purchase price of approximately $307,000 was accounted for by the purchase method of accounting.

On December 31, 1998, the Partnership acquired certain cable television system assets, located in Kentland, Indiana, including certain liabilities of the acquired business, from an unrelated third party (the "Kentland Acquisition"). The purchase price of $2.5 million was accounted for by the purchase method of accounting, $200,000 of which will be paid during 1999, and has been recorded as other accrued expenses in the accompanying balance sheet.

On February 27, 1998, the Partnership closed on an Asset Exchange Agreement with an unrelated third party whereby the Partnership conveyed certain systems serving approximately 3,700 subscribers in exchange for another system in Illinois serving approximately 2,400 subscribers and received approximately $1,600,000 in cash consideration. A gain of approximately $150,000 was recognized on this transaction, and was recorded against write-off of retired plant in the accompanying statement of operations.

On June 30, 1998, the Partnership sold certain cable television system assets located in Central City, Iowa, including certain liabilities of the system, to an unrelated third party for cash of approximately $367,000.

On September 30, 1998, the Partnership sold certain cable television system assets related to five systems in Iowa, including certain liabilities of the systems, to an unrelated third party for cash of approximately $1.3 million.

(4) DEBT

Debt consists of the following at December 31, 1997, 1998 and September 30, 1999 (amounts in thousands):

	1997	1998	September 30, 1999
			(Unaudited)
Bank Revolving credit loan, due June 30, 2006, interest payable at rates based on varying interest rate options...........	$ 82,000	$ 97,000	$111,000
Term A Loan, due June 30, 2006, interest payable at rates based on varying interest rate options...................	180,000	220,000	220,000
Term B Loan, due June 30, 2007, interest payable at rates based on varying interest rate options...................	35,000	60,000	60,000
Term C Loan, due June 30, 2007, interest payable at 9.48%........................	25,000	25,000	25,000
Various equipment loans and vehicle leases..................................	1,604	2,418	2,810
	$323,604	$404,418	$418,810

In connection with the Partnership Recapitalization discussed in Note 1, the Partnership entered into a $375 million credit facility with a group of lenders, consisting of a Revolving Credit Loan, Term A, Term B and Term C Loans. A commitment fee is charged on the daily unused portion of the available commitment. This fee ranges from 1/4% to 3/8% per annum based on the Partnership's leverage ratio, as defined. The Revolving Credit Loan and each of the Term A, B, and C Loans are collateralized by all of the property, plant and equipment of the Partnership, as well as the rights under all present and future permits, licenses and franchises.

On June 24, 1998, the Partnership completed a restructuring of the Revolving Credit Loan and the Term A, B and C Loans. Under the terms of the restructuring agreement, the total availability of this facility increased from $375 million to $475 million, in order to complete certain planned acquisitions (see Note 3) and to provide for future growth.

The Partnership entered into LIBOR interest rate agreements with the lenders related to the Revolving Credit Loan and the Term A and Term B Loans. The Partnership fixed the interest rate for the Revolving Credit Loan on $104 million at 7.51% for the period from September 30, 1999 to October 29, 1999 and on $4 million at 7.53% for the period from October 1, 1999 to October 29, 1999. The Term A Loan and Term B Loans are fixed at 7.51% and 7.88%, respectively, for the period from September 30, 1999 to October 29, 1999. In addition, the Partnership has entered into various interest rate swap transactions covering $195 million in notional amount as of September 30, 1999, which fixes the weighted average three-month variable rate at 5.6%. These swap transactions expire at various dates through October 2000.

The Term A Loan requires principal payments to be made quarterly, beginning in September 2000. The quarterly payments begin at $1,375,000 per quarter and increase each September 30th thereafter. The Term B and Term C Loans require total quarterly principal payments of $177,083 for the quarters ending September 2000 and December 2000. Quarterly principal payments totaling $88,542 are then required through December 31, 2005, at which time the quarterly payments increase to $3,187,500 through December 31, 2006 and $35,062,500 at March 31, 2007. The Loans are due in full on June 30, 2007.

The loan agreements contain various covenants, the most restrictive of which relate to maintenance of certain debt coverage ratios, meeting cash flow goals and limitations on indebtedness.

Debt maturities required on all debt as of December 31, 1998 are as follows (amounts in thousands):

Year	Amount
1999	$ 775
2000	3,861
2001	16,375
2002	31,417
2003	39,407
Thereafter	312,583
	$404,418

(5) RELATED PARTY TRANSACTIONS

During the eight month period ending August 31, 1996, TCC provided management services to the Partnership for a fee equal to 5% of gross revenues, as defined. Charges for such management services amounted to approximately $1,567,000. TCC also allocated certain overhead expenses to the Partnership which primarily relate to employment costs. These overhead expenses amounted to approximately $371,000 for the eight months ended August 31, 1996.

Commencing August 30, 1996, the Partnership entered into an agreement with TTC to provide management services to the Partnership for a fee equal to 4% of gross revenues, as defined. The agreement also states the Partnership will only be required to pay a maximum fixed monthly payment of $275,000, which can be adjusted for any acquisitions or dispositions by the Partnership at a rate of $.8333 per acquired/disposed subscriber. Charges for such management services provided by TTC amounted to approximately $1,100,000, $3,573,000 and $4,048,000 in 1996, 1997 and 1998, respectively, and $2,944,000 and $3,331,000 for the nine months ended September 30, 1998 and 1999, respectively. The remainder of the management fees earned but unpaid will be distributable to TTC only after Triax Cable GP and the limited partners have been distributed their original capital investments and then the deferred and unpaid portion of the management fee will be paid pari passu with the first 7.5% of the Priority Return, as defined. The earned but unpaid fees totaled approximately $62,000, $488,000 and $738,000 in 1996, 1997 and 1998, respectively, and $541,000 and $735,000 for the nine months ended September 30, 1998 and 1999, respectively. The cumulative unpaid fees totaled approximately $62,000, $550,000, 1,288,000 and $2,023,000 as of December 31, 1996, 1997, 1998 and September 30, 1999, respectively. These amounts have been reflected in the statement of partners' deficit as "residual equity interest held by TTC through a charge to accumulated deficit", which has been allocated to the non-managing General Partner.

Commencing August 30, 1996, the Partnership entered into a programming agreement with InterMedia Capital Management II, L.P. ("InterMedia"), an affiliate of DD Cable, to purchase programming at InterMedia's cost, which includes volume discounts InterMedia might earn. Included in this agreement is a provision that requires the Partnership to remit to InterMedia an administrative fee, based on a calculation stipulated in the agreement, which amounted to approximately $444,000, $1,482,000 and $1,826,000 in 1996, 1997 and 1998, respectively, and $1,307,000 and $1,566,000 for the nine months ended September 30, 1998 and 1999, respectively.

(6) LEASES

The Partnership leases office facilities, headend sites and other equipment under noncancelable operating lease agreements, some of which contain renewal options. Total rent expense, including month-to-month rental arrangements, was approximately $364,000, $583,000 and $737,000 in 1996, 1997 and 1998, respectively, and $523,000 and $724,000 for the nine months ended September 30, 1998 and 1999, respectively. Pole attachment fees totaled approximately $496,000, $798,000 and $970,000 in 1996, 1997 and 1998, respectively, and $721,000 and $792,000 for the nine months ended September 30, 1998 and 1999, respectively.

Future minimum rental commitments under noncancelable operating leases subsequent to December 31,1998 are as follows (amounts in thousands):

Year	Amount
1999	$685
2000	$511
2001	$377
2002	$298
2003	$238
Thereafter	$757

(7) FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents approximates fair value because of the nature of the investments and the length of maturity of the investments.

The estimated fair value of the Partnership's debt instruments are based on borrowing rates that would be substantially equivalent to existing rates, therefore, there is no material difference in the fair market value and the current value.

(8) REGULATORY MATTERS

In October 1992, Congress enacted the Cable Television Consumer and Competition Act of 1992 (the "1992 Cable Act") which greatly expanded federal and local regulation of the cable television industry. In April 1993, the Federal Communications Commission ("FCC") adopted comprehensive regulations, effective September 1, 1993, governing rates charged to subscribers for basic cable and cable programming services (other than programming offered on a per-channel or per-program basis). The FCC implemented regulation, which allowed cable operators to justify regulated rates in excess of the FCC benchmarks through cost of service showings at both the franchising authority level for basic service and to the FCC in response to complaints on rates for cable programming services.

On February 22, 1994, the FCC issued further regulations which modified the FCC's previous benchmark approach, adopted interim rules to govern cost of service proceedings initiated by cable operators, and lifted the stay of rate regulations for small cable systems, which were defined as all systems serving 1,000 or fewer subscribers.

On November 10, 1994, the FCC adopted "going forward" rules that provided cable operators with the ability to offer new product tiers priced as operators elect, provided certain limited conditions are met, permit cable operators to add new channels at reasonable prices to existing cable programming service tiers, and created an additional option pursuant to which small cable operators may add channels to cable programming service tiers

In May 1995, the FCC adopted small company rules that provided small systems regulatory relief by implementing an abbreviated cost of service rate calculation method. Using this methodology, for small systems seeking to establish rates no higher than $1.24 per channel, the rates are deemed to be reasonable.

In February 1996, the Telecommunications Act of 1996 (1996 Act) was enacted which, among other things, deregulated cable rates for small systems on their programming tiers.

Federal law is expected to eliminate the regulation of rates for non-basic cable programming service tiers after March 31, 1999

Management of the Partnership believes they have complied in all material respects with the provisions of the 1992 Cable Act and the 1996 Act, including rate setting provisions. To date, the FCC's regulations have not had a material adverse effect on the Partnership due to the lack of certifications by the local franchising authorities. Several rate complaints have been filed against the Partnership with the FCC. However, management does not believe this matter will have a material adverse impact on the Partnership.

(9) COMMITMENTS AND CONTINGENCIES

The Partnership has been named as a defendant in a class action lawsuit in the state of Illinois, challenging the Partnership's policy for charging late payment fees when customers fail to pay for subscriber services in a timely manner. The Partnership is currently in settlement negotiations with the plaintiffs and expects the litigation to be settled by the end of the year. However, management does not believe the ultimate outcome of this matter will have a material adverse effect on its financial condition.

(10) EVENTS SUBSEQUENT TO DATE OF AUDITOR'S REPORT (UNAUDITED)

On April 29, 1999, the Partnership entered into a definitive agreement to sell its cable television system assets to Mediacom LLC for $740 million, subject to adjustment for subscriber benchmarks and other pro-rations in the normal course. The sale closed effective November 4, 1999.

On July 31, 1999, the Partnership acquired certain cable television system assets, located in Genesco, Illinois, including certain liabilities of the acquired business, from an unrelated third party. The purchase price of approximately $4.0 million was accounted for by the purchase method of accounting.

On October 4, 1999, the Partnership acquired certain cable television system assets, located in Watseka, Illinois, including certain liabilities of the acquired business, from an unrelated third party. The purchase price of $1.1 million was accounted for by the purchase method of accounting.

These acquisitions were financed by proceeds on the revolving credit facility.

In September 1999, the Partnership's independent billing company notified the Partnership of its intent to assess additional charges should the Partnership terminate the existing contract between the parties prior to the contractual termination date of June 24, 2004. Management of the Partnership understands that Mediacom LLC intends to change the billing service provider for subscribers obtained in connection with its asset purchase from the Partnership as Mediacom LLC did not assume the contract with the billing company in conjunction with the asset purchase. The Partnership intends to vigorously defend against any claims by the billing company, and believes the ultimate resolution of this matter will not have a material adverse impact on its financial position or results of operations.

On November 29, 1999, the Partnership received the final approval for settlement in the class action lawsuit discussed in Note 9. The Partnership has agreed to adjust its late fee charges in the future. In addition for restitution for prior late fee payments, the Partnership has agreed to provide additional programming services at a discount valued at $8 to current eligible subscribers or a cash refund of $8 to former eligible subscribers. To be eligible, a subscriber must have had a late fee in the past. Management does not believe that the ultimate payments related to this matter will have a material adverse effect on its financial position. The Partnership will also pay the plaintiffs' attorneys fees.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth various expenses, other than underwriting discounts, which will be incurred in connection with this offering:

SEC registration fee	$ 126,270
Nasdaq National Market listing fee	95,000
NASD filing fee	30,500
Blue sky fees and expenses	5,000
Printing and engraving expenses	900,000
Legal fees and expenses	650,000
Accounting fees and expenses	500,000
Transfer Agent fees	15,000
Miscellaneous expenses	478,230
Total	$2,800,000

Item 14. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee of or agent to the Registrant. The statute provides that it is not exclusive of other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise. The Registrant's by-laws provides for indemnification by the Registrant of any director or officer (as such term is defined in the by-laws) of the Registrant who is or was a director of any of its subsidiaries, or, at the request of the Registrant, is or was serving as a director or officer of, or in any other capacity for, any other enterprise, to the fullest extent permitted by law. The by-laws also provide that the Registrant shall advance expenses to a director or officer and, if reimbursement of such expenses is demanded in advance of the final disposition of the matter with respect to which such demand is being made, upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it is ultimately determined that the director or officer is not entitled to be indemnified by the Registrant. To the extent authorized from time to time by the board of directors of the Registrant, the Registrant may provide to any one or more employees of the Registrant, one or more officers, employees and other agents of any subsidiary or one or more directors, officers, employees and other agents of any other enterprise, rights of indemnification and to receive payment or reimbursement of expenses, including attorneys' fees, that are similar to the rights conferred in the by-laws of the Registrant on directors and officers of the Registrant or any subsidiary or other enterprise. The by-laws do not limit the power of the Registrant or its board of directors to provide other indemnification and expense reimbursement rights to directors, officers, employees, agents and other persons otherwise than pursuant to the by-laws. The Registrant intends to enter into agreements with certain directors, officers and employees who are asked to serve in specified capacities at subsidiaries and other entities.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for payments of unlawful dividends or unlawful stock repurchases or redemptions, or (iv) for any transaction from which the director derived an improper personal benefit. The Registrant's certificate of incorporation provides for such limitation of liability.

The Registrant intends to maintain policies of insurance under which its directors and officers will be insured, within the limits and subject to the limitations of the policies, against certain expenses in connection with the defense of, and certain liabilities which might be imposed as a result of, actions, suits or proceedings to which they are parties by reason of being or having been such directors or officers.

Reference is also made to Section 7 of the underwriting agreement filed as Exhibit 1.1 to the registration statement for information concerning the underwriters' obligation to indemnify the Registrant and its officers and directors in certain circumstances.

Item 15. Recent Sales of Unregistered Securities

The Registrant has not issued any common stock since its formation on November 8, 1999. Concurrently with the consummation of the offering to which this registration statement relates, the Registrant will issue shares of common stock in exchange for outstanding membership interests in Mediacom LLC in accordance with the relative ownership percentages of membership interests in Mediacom LLC immediately prior to this offering. The exchange of membership interests for shares of common stock will not be registered under the Securities Act of 1933 because the offering and sale will be made in reliance on the exemption provided by Section 4(2) of the Securities Act of 1933 and Rule 506 thereunder for transactions by an issuer not involving a public offering (with the recipients representing their intentions to acquire the securities for their own accounts and not with a view to the distribution thereof and acknowledging that the securities will be issued in a transaction not registered under the Securities Act of 1933).

The following table sets forth the membership interests issued by Mediacom LLC to various persons during the past three years:

Name of Person	Date	Amount of Membership Interests Issued*	Consideration
Chase Manhattan Capital, LLC...........	3/31/97	401.8909	**
	1/15/98	864.5288	**
	11/3/99	4,540.8503	**
U.S. Investor, Inc.	3/31/97	641.8909	**
	6/22/97	1,950.0000	$ 1,950,000
	9/18/97	500.0000	$500,000
	1/15/98	2,319.5476	**
	1/15/98	2,293.7799	$ 2,293,780
	11/3/99	256.2200	$ 256,220
	11/3/99	16,026.3555	**
Morris Communications Corp.	6/22/97	9,750.0000	$ 9,750,000
	9/18/97	2,500.0000	$ 2,500,000
	1/15/98	4,693.7111	**
	1/15/98	79,832.5359	$79,832,536
	11/3/99	8,917.4640	$ 8,917,464
	11/3/99	149,422.5253	**
CB Capital Investors, LLC..............	6/22/97	3,900.0000	$ 3,900,000
	9/18/97	1,000.0000	$ 1,000,000
	1/15/98	1,877.4844	**
	1/15/98	4,587.5598	$ 4,587,560
	11/3/99	512.4400	$ 512,440
	11/3/99	17,547.6283	**
Private Market Fund, L.P...............	6/22/97	1,950.0000	$ 1,950,000
	9/18/97	500.0000	$ 500,000
	1/15/98	938.7422	**
	1/15/98	4,542.5837	$ 4,542,584
	11/3/99	507.4160	$ 507,416
	11/3/99	12,245.9673	**
Rocco B. Commisso......................	3/31/97	1,956.2182	**
	1/15/98	6,867.2437	**
	11/3/99	80,248.4288	**
Aggregate of less than 5% holders......	6/22/97	1,950.0000	$1,950,000
	9/18/97	500.0000	$ 500,000
	1/15/98	938.7422	**
	1/15/98	2,743.5407	$ 2,743,540
	11/3/99	306.4600	$ 306,460
	11/3/99	9,468.2445	**

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* Each membership interest has a value upon issuance of $1,000.

** Such person received additional membership interests based upon a determination by the executive committee of Mediacom LLC that the aggregate equity value of Mediacom LLC increased because of the occurrence of a certain event.

The issuance of the membership interests was not registered under the Securities Act of 1933 because the issuance was made in reliance on the exemption provided by Section 4(2) of the Securities Act of 1933 for transactions by an issuer not involving a public offering.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

The following exhibits are filed as part of this Registration Statement:

Exhibit Number	Exhibit Description
1.1	Form of Underwriting Agreement between Registrant and the underwriters
2.1	Asset Purchase and Sale Agreement, dated as of May 23, 1996, by and between Mediacom California LLC and Booth American Company (1)
2.2	Asset Purchase Agreement, dated as of August 29, 1996, between Mediacom LLC and Saguaro Cable TV Investors, L.P. (1)
2.3	Asset Purchase Agreement, dated as of August 29, 1996, between Mediacom California LLC and Valley Center Cablesystems, L.P. (1)
2.4	Asset Purchase Agreement, dated as of December 24, 1996, by and between Mediacom LLC and American Cable TV Investors 5, Ltd. (1)
2.5	Asset Purchase Agreement, dated May 22, 1997, between Mediacom California LLC and CoxCom, Inc. (1)
2.6	Asset Purchase Agreement, dated September 17, 1997, between Mediacom California LLC and Jones Cable Income Fund 1-B/C Venture (1)
2.7	Asset Purchase Agreement, dated August 29, 1997, among Mediacom LLC, U.S. Cable Television Group, L.P., ECC Holding Corporation, Missouri Cable Partners, L.P. and Cablevision Systems Corporation (1)
2.8	Asset Purchase Agreement, dated June 24, 1998, among Mediacom Southeast, Mediacom LLC, Bootheel Video, Inc. and CSC Holdings (2)
2.9	Asset Purchase Agreement, dated April 29, 1999 between Mediacom LLC and Triax Midwest Associates, L.P. (3)
2.10	Stock Purchase Agreement, dated May 25, 1999 among Mediacom LLC, Charles D. Zylstra, Kara M. Zylstra and Trusts created under the Will dated June 3, 1982 of Roger E. Zylstra, deceased, for the benefit of Charles D. Zylstra and Kara M. Zylstra (4)
3.1*	Certificate of Incorporation of Registrant prior to the effective date of this registration statement
3.2	Form of Restated Certificate of Incorporation of Registrant to be filed on the effective date of this registration statement
3.3*	By-laws of Registrant
4.1	Form of certificate evidencing shares of Class A common stock
5.1	Opinion of Cooperman Levitt Winikoff Lester & Newman, P.C.
10.1	Management Agreement dated as of December 27, 1996 by and between Mediacom Arizona LLC and Mediacom Management (1)
10.2	First Amended and Restated Management Agreement dated December 27, 1996 by and between Mediacom California LLC and Mediacom Management (1)
10.3	Management Agreement dated June 24, 1997 by and between Mediacom Delaware LLC and Mediacom Management (1)
10.4	Management Agreement dated January 23, 1998 by and between Mediacom Southeast LLC and Mediacom Management (1)

Exhibit Number	Exhibit Description
10.5*	Credit Agreement dated as of September 30, 1999 for the Mediacom USA Credit Facility
10.6*	Credit Agreement dated as of November 5, 1999 for the Mediacom Midwest Credit Facility
10.7	1999 Stock Option Plan
10.8	Form of Amended and Restated Registration Rights Agreement by and among Mediacom Communications Corporation, Rocco B. Commisso, BMO Financial, Inc., CB Capital Investors, L.P., Chase Manhattan Capital, L.P., Morris Communications Corporation, Private Market Fund, L.P. and U.S. Investor, Inc.
10.9	1999 Employee Stock Purchase Plan
10.10*	Stock Purchase Agreement, dated as of November 4, 1999, between SoftNet Systems, Inc. and Mediacom LLC. THIS DOCUMENT HAS BEEN SUBMITTED TO THE SECRETARY OF THE SECURITIES AND EXCHANGE COMMISSION FOR APPLICATION FOR "CONFIDENTIAL TREATMENT."
21.1*	Subsidiaries of Registrant
23.1	Consent of Arthur Andersen LLP
23.2	Consent of Arthur Andersen LLP
23.3	Consent of KPMG LLP
23.4	Consent of Cooperman Levitt Winikoff Lester & Newman, P.C. (contained in their opinion included under Exhibit 5.1)
23.5*	Consent of William S. Morris III
23.6*	Consent of Craig S. Mitchell
23.7*	Consent of Thomas V. Reifenheiser
23.8*	Consent of Natale S. Ricciardi
23.9*	Consent of Robert L. Winikoff
24.1*	Powers of Attorney (included on the signature page of this registration statement)
27.1	Financial Data Schedule of Mediacom LLC (5)

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* Previously filed with this Registration Statement.

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

(2) Filed as an exhibit to the Annual Report on Form 10-K for the fiscal year ended December 31, 1998 of Mediacom LLC and Mediacom Capital Corporation and incorporated herein by reference.

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

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

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

(b) Financial Statement Schedules.

Schedule II--Valuation and Qualifying Accounts--Reference is made to page F-20 of the prospectus that is a part of this Registration Statement.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(2) That for purposes of determining any liability under the Securities Act, 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 Registrant 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.

(3) That for the purpose of determining any liability under the Securities Act, 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.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of Registrant pursuant to Item 14 of this Part II to the registration statement, or otherwise, Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Registrant of expenses incurred or paid by a director, officer or controlling person of Registrant 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, Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 January 31, 2000.

Mediacom Communications 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.

Signature	Title	Date
/s/ Rocco B. Commisso Rocco B. Commisso	Chairman and Chief Executive Officer (principal executive officer)	January 31, 2000
/s/ Mark E. Stephan Mark E. Stephan	Senior Vice President, Chief Financial Officer, Treasurer and Director (principal financial officer and principal accounting officer)	January 31, 2000

EXHIBIT 1.1

20,000,000 Shares

MEDIACOM COMMUNICATIONS CORPORATION

Class A Common Stock

UNDERWRITING AGREEMENT

February [ ], 2000

Credit Suisse First Boston Corporation
Salomon Smith Barney Inc.
Donaldson, Lufkin & Jenrette Securities Corporation
Goldman, Sachs & Co.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Chase Securities Inc.
CIBC World Markets Corp.
First Union Securities, Inc.,
As Representatives of the Several Underwriters,
c/o Credit Suisse First Boston Corporation,
Eleven Madison Avenue,
New York, N.Y. 10010-3629

Dear Sirs:

1. Introductory. Mediacom Communications Corporation, a Delaware corporation (the "Company"), proposes to issue and sell to the Underwriters named in Schedule A hereto (the "Underwriters") 20,000,000 shares ("Firm Securities") of its Class A Common Stock, par value $.01 per share ("Securities"), and also proposes to issue and sell to the Underwriters, at the option of the Underwriters, an aggregate of not more than 3,000,000 additional shares ("Optional Securities") of its Securities as set forth below. The Firm Securities and the Optional Securities are herein collectively called the "Offered Securities". As part of the offering contemplated by this Agreement, Salomon Smith Barney Inc. (the "Designated Underwriter") has agreed to reserve out of the Firm Securities purchased by it under this Agreement, up to 1,000,000 shares, for sale to the Company's directors, officers, employees and other parties associated with the Company (collectively, "Participants"), as set forth in the Prospectus (as defined herein) under the heading "Underwriting" (the "Directed Share Program"). The Firm Securities to be sold by the Designated Underwriter pursuant to the Directed Share Program (the "Directed Shares") will be sold by the Designated Underwriter pursuant to this Agreement at the public offering price. Any Directed Shares not orally confirmed for purchase by a Participant by the end of the business day on which this Agreement is executed will be offered to the public by the Underwriters as set forth in the Prospectus.

The Company is a recently organized Delaware corporation. Immediately prior to the First Closing Date (as defined below), the holders of all of the outstanding membership interests (the "Membership Interests") in Mediacom LLC, a limited liability company organized under the laws of the State of New York ("Mediacom"), will exchange all such Membership Interests in Mediacom for all of the outstanding capital stock of the Company (the "Exchange Transaction"). As a result of this transaction, Mediacom will become a wholly owned subsidiary of the Company. The Company and Mediacom are collectively referred to herein as the "Mediacom Companies".

The Mediacom Companies hereby agree with the several Underwriters as follows:

2. Representations and Warranties of the Mediacom Companies. The Mediacom Companies jointly and severally represent and warrant to, and agree with, the several Underwriters that:

(a) A registration statement (No. 333-90879) relating to the Offered Securities, including a form of prospectus, has been filed with the Securities and Exchange Commission (the "Commission") and either (i) has been declared effective under the Securities Act of 1933 (the "Act") and is not proposed to be amended or (ii) is proposed to be amended by amendment or post-effective amendment. If such registration statement ("initial registration statement") has been declared effective, either (i) an additional registration statement ("additional registration statement") relating to the Offered Securities may have been filed with the Commission pursuant to Rule 462(b) ("Rule 462(b)") under the Act and, if so filed, has become effective upon filing pursuant to such Rule and the Offered Securities all have been duly registered under the Act pursuant to the initial registration statement and, if applicable, the additional registration statement or (ii) such an additional registration statement is proposed to be filed with the Commission pursuant to Rule 462(b) and will become effective upon filing pursuant to such Rule and upon such filing the Offered Securities will all have been duly registered under the Act pursuant to the initial registration statement and such additional registration statement. If the Company does not propose to amend the initial registration statement or if an additional registration statement has been filed and the Company does not propose to amend it, and if any post-effective amendment to either such registration statement has been filed with the Commission prior to the execution and delivery of this Agreement, the most recent amendment (if any) to each such registration statement has been declared effective by the Commission or has become effective upon filing pursuant to Rule 462(c) ("Rule 462(c)") under the Act or, in the case of the additional registration statement, Rule 462(b). For purposes of this Agreement, "Effective Time" with respect to the initial registration statement or, if filed prior to the execution and delivery of this Agreement, the additional registration statement means (i) if the Company has advised the Representatives that it does not propose to amend such registration statement, the date and time as of which such registration statement, or the most recent post-effective amendment thereto (if any) filed prior to the execution and delivery of this Agreement, was declared effective by the Commission or has become effective upon filing pursuant to Rule 462(c), or (ii) if the Company has advised the Representatives that it proposes to file an amendment or post-effective amendment to such registration statement, the date and time as of which such registration statement, as amended by such amendment or post-effective amendment, as the case may be, is declared effective by the Commission. If an additional registration statement has not been filed prior to the execution and delivery of this Agreement but the Company has advised the Representatives that it proposes to file one, "Effective Time" with respect to such additional registration statement means the date and time as of which such registration statement is filed and becomes effective pursuant to Rule 462(b). "Effective Date" with respect to the initial registration statement or the additional registration statement (if any) means the date of the Effective Time thereof. The initial registration statement, as amended at its Effective Time, including all information contained in the additional registration statement (if any) and deemed to be a part of the initial registration statement as of the Effective Time of the additional registration statement pursuant to the General Instructions of the Form on which it is filed and including all information (if any) deemed to be a part of the initial registration statement as of its Effective Time pursuant to Rule 430A(b) ("Rule 430A(b)") under the Act, is hereinafter referred to as the "Initial Registration Statement". The additional registration statement, as amended at its Effective Time, including the contents of the initial registration statement incorporated by reference therein and including all information (if any) deemed to be a part of the additional registration statement as of its Effective Time pursuant to Rule 430A(b), is hereinafter referred to as the "Additional Registration Statement". The Initial Registration Statement and the Additional Registration Statement are herein referred to collectively as the "Registration Statements" and individually as a "Registration Statement". The form of prospectus relating to the Offered Securities, as first filed with the Commission pursuant to and in accordance with Rule 424(b) ("Rule 424(b)") under the Act or (if no such filing is required) as included in a Registration Statement, is hereinafter referred to as the "Prospectus". No document has been or will be prepared or distributed in reliance on Rule 434 under the Act.

(b) If the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement: (i) on the Effective Date of the Initial Registration Statement, the Initial Registration Statement conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission under the Act (the "Rules and Regulations") and did not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) on the Effective Date of the Additional Registration Statement (if any), each Registration Statement conformed, or will conform, in all material respects to the requirements of the Act and the Rules and Regulations and did not include, or will not include, any untrue statement of a material fact and did not omit, or will not omit, to state any material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) on the date of this Agreement, the Initial Registration Statement and, if the Effective Time of the Additional Registration Statement is prior to the execution and delivery of this Agreement, the Additional Registration Statement each conforms, and at the time of filing of the Prospectus pursuant to Rule 424(b) or (if no such filing is required) at the Effective Date of the Additional Registration Statement in which the Prospectus is included, each Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the Rules and Regulations, and neither of such documents includes, or will include, any untrue statement of a material fact or omits, or will omit, to state any material fact required to be stated therein or necessary to make the statements therein not misleading. If the Effective Time of the Initial Registration

Statement is subsequent to the execution and delivery of this Agreement: on the Effective Date of the Initial Registration Statement, the Initial Registration Statement and the Prospectus will conform in all material respects to the requirements of the Act and the Rules and Regulations, neither of such documents will include any untrue statement of a material fact or will omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and no Additional Registration Statement has been or will be filed. The two preceding sentences do not apply to statements in or omissions from a Registration Statement or the Prospectus based upon written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 7(b) hereof.

(c) The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, and after giving effect to the Exchange Transaction, the Company will have the corporate power and authority to own its properties and conduct its business as described in the Prospectus; and the Company is, and after giving effect to the Exchange Transaction the Company will be, duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not have, individually or in the aggregate, a material adverse effect on the condition (financial or other), business, properties or results of operations of the Company, Mediacom and Mediacom's subsidiaries taken as a whole ("Material Adverse Effect").

(d) Mediacom has been duly organized and is an existing limited liability company in good standing under the laws of the State of New York, with limited liability company power and authority to own its properties and conduct its business as described in the Prospectus; and Mediacom is duly qualified to do business as a foreign limited liability company in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not have, individually or in the aggregate, a Material Adverse Efect.

(e) Each of Mediacom's subsidiaries has been duly incorporated or organized, as the case may be, and is an existing corporation or limited liability company, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, with corporate or limited liability company power and authority, as the case may be, to own its properties and conduct its business as described in the Prospectus; and each of Mediacom's subsidiaries is duly qualified to do business as a foreign corporation or limited liability company, as the case may be, in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not have, individually or in the aggregate, a Material Adverse Effect; all of the issued and outstanding capital stock or membership interests, as the case may be, of each of Mediacom's subsidiaries has been duly authorized and validly issued and is fully paid and nonassessable; before giving effect to the Exchange Transaction, all of the issued and outstanding capital stock or membership interests, as the case may be, of each subsidiary of Mediacom is owned by Mediacom, directly or through subsidiaries, except that 1% of

Mediacom California LLC is owned by Mediacom Management Corporation, in each case free of all liens, encumbrances and defects, except as disclosed in the Prospectus; after giving effect to the Exchange Transaction, all of the issued and outstanding capital stock or membership interests, as the case may be, of each subsidiary of the Company will be owned by the Company, directly or through subsidiaries, except that 1% of Mediacom California LLC is owned by Mediacom Management Corporation, in each case free from liens, encumbrances and defects, except as disclosed in the Prospectus; and before giving effect to the Exchange Transaction, the Company does not have any subsidiaries.

(f) After giving effect to the Exchange Transaction, all of the issued and outstanding capital stock of the Company will have been, and on each Closing Date (as defined below), all of the issued and outstanding capital stock of the Company will be, duly authorized and validly issued and will be fully paid and nonassessable and will conform in all material respects to the description thereof in the Prospectus.

(g) The Offered Securities have been duly authorized and, when the Offered Securities have been delivered and paid for in accordance with this Agreement on each Closing Date, such Offered Securities will have been validly issued and will be fully paid and nonassessable and will conform to the description thereof in the Prospectus; and after giving effect to the Exchange Transaction, the stockholders of the Company will have no preemptive rights with respect to the Securities.

(h) There are no contracts, agreements or understandings between either of the Mediacom Companies and any person that would give rise to a valid claim against either of the Mediacom Companies or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with the offering contemplated by this Agreement.

(i) Except as disclosed in the Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act.

(j) The Offered Securities have been approved for listing on the Nasdaq Stock Market's National Market subject to notice of issuance.

(k) No consent, approval, authorization, or order of, or filing or registration with, any governmental agency or body or any court is required for the consummation of the transactions contemplated by this Agreement in connection with the issuance and sale of the Offered Securities by the Company or the consummation of the Exchange Transaction, except such as have been obtained and made under the Act, such as have been obtained under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), such as may be required under state securities laws and such as have been obtained and made under the Communications

Act of 1934, as amended (the "Communications Act"), the Cable Communications Policy Act of 1984, as amended (the "1984 Cable Act"), the Cable Television Consumer Protection and Competition Act of 1992, as amended (the "1992 Cable Act"), the Telecommunications Act of 1996 (the "1996 Telecom Act" and, together with the Communications Act, the 1984 Cable Act and the 1992 Cable Act, the "Cable Acts") and any order, rule or regulation of the Federal Communications Commission ("FCC").

(l) The execution, delivery and performance of this Agreement, the issuance and sale of the Offered Securities and the consummation of the Exchange Transaction, will not (i) result in a breach or violation of any of the terms and provisions of, or constitute a default under, (a) any agreement or instrument to which the Company, Mediacom or any of Mediacom's subsidiaries is a party or by which the Company, Mediacom or any of Mediacom's subsidiaries is bound or to which any of the properties of the Company, Mediacom or any of Mediacom's subsidiaries is subject, including, without limitation, any franchise or license, or (b) the charter, by-laws, certificate of formation, operating agreement or similar organizational documents of the Company, Mediacom or any of Mediacom's subsidiaries, or (ii) result in a violation of any statute, any rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company, Mediacom or any of Mediacom's subsidiaries or any of their respective properties, including, without limitation, the Cable Acts, except, in the case of each of clauses (i) and (ii), where such breach, violation or default would not individually or in the aggregate have a Material Adverse Effect; and the Company has the corporate power and authority to authorize, issue and sell the Offered Securities as contemplated by this Agreement.

(m) This Agreement has been duly authorized, executed and delivered by each of the Mediacom Companies.

(n) Except as disclosed in the Prospectus, the Company, Mediacom and Mediacom's subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by them; and except as disclosed in the Prospectus, the Company, Mediacom and Mediacom's subsidiaries hold any leased real or personal property under valid and enforceable leases with no exceptions that would materially interfere with the use made or to be made thereof by them.

(o) Except as disclosed in the Prospectus, the Company, Mediacom and Mediacom's subsidiaries possess adequate franchises, licenses, certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them and have not received any notice of proceedings relating to the revocation or modification of any such franchise, license, certificate, authority or permit that, if determined adversely to the Company, Mediacom or any of Mediacom's subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(p) No labor dispute with the employees of the Company, Mediacom or any of Mediacom's subsidiaries exists or, to the knowledge of either of the Mediacom Companies, is imminent that might have a Material Adverse Effect; or to the knowledge of either of the Mediacom Companies, no labor dispute exists or is imminent by the employees of any of the principal suppliers, contractors or customers of the Mediacom Companies that might have a Material Adverse Effect.

(q) Except as disclosed in the Prospectus, the Company, Mediacom and Mediacom's subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "intellectual property rights") necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company, Mediacom or any of Mediacom's subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(r) None of the Company, Mediacom or any of Mediacom's subsidiaries is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "environmental laws"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and neither of the Mediacom Companies is aware of any pending investigation which might lead to such a claim.

(s) Except as disclosed in the Prospectus, there are no pending actions, suits or proceedings (including, without limitation, by the FCC or any franchising authority) against or affecting the Company, Mediacom or any of Mediacom's subsidiaries or any of their respective properties that, if determined adversely to the Company, Mediacom or any of Mediacom's subsidiaries, would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of the Mediacom Companies to perform their obligations under this Agreement, or which are otherwise material in the context of the sale of the Offered Securities; and except as disclosed in the Prospectus no such actions, suits or proceedings are threatened or, to the knowledge of either of the Mediacom Companies, contemplated.

(t) The financial statements included in each Registration Statement and the Prospectus present fairly the financial position of (i) Mediacom and its consolidated subsidiaries, (ii) U.S. Cable Television Group, L.P. and its consolidated subsidiaries and (iii) Triax Midwest Associates, L.P., in each case as of the dates shown and their respective results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; the schedules included in each Registration Statement present fairly the information required to be stated therein; the summary and selected financial and operating data included in each Registration Statement and the Prospectus present fairly the information shown therein and have been prepared and compiled on a basis consistent with the audited financial statements included therein; the pro forma financial statements included in each Registration Statement and the Prospectus comply as to form in all material respects with the applicable requirements of Regulation S-X under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and the assumptions used in preparing the pro forma financial statements included in each Registration Statement and the Prospectus provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts.

(u) Except as disclosed in the Prospectus, since the date of the latest audited financial statements included in the Prospectus there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties or results of operations of the Company, Mediacom and Mediacom's subsidiaries taken as a whole, and, except as disclosed in or contemplated by the Prospectus, there has been no dividend or distribution of any kind declared, paid or made by either of the Mediacom Companies on any class of its capital stock.

(v) The statistical and market-related data included in the Prospectus are based on or derived from sources that the Mediacom Companies believe to be accurate and reliable.

(w) The Company, Mediacom and Mediacom's subsidiaries (i) make and keep accurate books and records and (ii) maintain internal accounting controls that provide reasonable assurances that (A) transactions are executed in accordance with management's authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's authorization and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(x) There are no contracts, agreements or other documents required to be described in the Prospectus or to be filed as exhibits to any Registration Statement by the Act or the Rules and Regulations which have not been described or filed as required; the contracts so described in the Prospectus are in full force and effect on the date hereof; and none of the Company, Mediacom or Mediacom's subsidiaries and, to the best knowledge of the Mediacom Companies, any other party is in breach of or default under any such contracts, agreements or other documents, except for those breaches or defaults that would not individually or in the aggregate have a Material Adverse Effect.

(y) Except as disclosed in the Prospectus, there are no outstanding options, warrants or other rights calling for the issuance of, and no commitments, plans or arrangements to issue, any securities of either of the Mediacom Companies or any securities convertible into or exchangeable for securities of either of the Mediacom Companies.

(z) Each of the franchises held by the Company, Mediacom and Mediacom's subsidiaries that are material to the Company, Mediacom and Mediacom's subsidiaries taken as a whole, is in full force and effect, with no material restrictions or qualifications; to the best knowledge of the Mediacom Companies, no event has occurred which permits, or with notice or lapse of time or both would permit, the revocation or non-renewal of any franchise, assuming the filing of timely renewal applications and the timely payment of all applicable filing and regulatory fees to the applicable franchising authority, or which might result, individually or in the aggregate, in any other material impairment of the rights of the Company, Mediacom or Mediacom's subsidiaries in the franchises; and neither of the Mediacom Companies has any reason to believe that any franchise that is required for the operation of the Company, Mediacom or Mediacom's subsidiaries will not be renewed in the ordinary course.

(aa) The Company, Mediacom and Mediacom's subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns required to be filed as of the date hereof, except where the failure to so file would not individually or in the aggregate have a Material Adverse Effect, and have paid all taxes shown as due thereon; and there is no tax deficiency that has been asserted against the Company, Mediacom or any of Mediacom's subsidiaries that could reasonably be expected to result individually or in the aggregate in a Material Adverse Effect.

(bb) Each of the Company, Mediacom and Mediacom's subsidiaries carries insurance (including self-insurance) in such amounts and covering such risks as in the reasonable determination of the Mediacom Companies is adequate for the conduct of its business and the value of its properties; each of the Company, Mediacom and Mediacom's subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no claims by the Mediacom Companies under any such policies and instruments as to which the insurer thereunder is denying liability or defending under a reservation of rights clause; the Mediacom Companies have not been refused any insurance coverage sought or applied for; and neither of the Mediacom Companies has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary at a cost that would not result individually or in the aggregate in a Material Adverse Effect.

(cc) The statements set forth in the Prospectus under the captions "Risk Factors -- Our Industry", "Business -- Products and Services -- High Speed Internet Access", "--Programming Supply", "-- Customer Rates", "-- Franchises", "-- Competition", "Legislation and Regulation", "Management", "Certain Relationships and Related Transactions", "Description of Certain Indebtedness", "Description of Capital Stock" and "Shares Eligible for Future Sale", insofar as they purport to describe the provisions of the laws, documents and arrangements referred to therein, are accurate in all material respects.

(dd) Each of the following firms are independent public accountants within the meaning of the Act and the Rules and Regulations: (i) Arthur Andersen LLP who have certified certain financial statements of Mediacom and Triax Midwest Associates, L.P. included in the Registration Statements and (ii) KPMG LLP who have certified certain financial statements of U.S. Cable Television Group, L.P. included in the Registration Statements.

(ee) Neither of the Mediacom Companies is, and after giving effect to the Exchange Transaction and the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus, neither of the Mediacom Companies, will be, an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

(ff) Neither of the Mediacom Companies has offered, or caused the Underwriters to offer, any Offered Securities to any person pursuant to the Directed Share Program with the specific intent to unlawfully influence (i) a customer or supplier of the Company, Mediacom or any of Mediacom's subsidiaries to alter the customer's or supplier's level or type of business with the Company, Mediacom or any such subsidiary or (ii) a trade journalist or publication to write or publish favorable information about either of the Mediacom Companies or their products or services.

Furthermore, each of the Mediacom Companies represents and warrants to the Underwriters that (i) the Registration Statement, the Prospectus and any preliminary prospectus comply, and any further amendments or supplements thereto will comply, in all material respects with any applicable laws or regulations of foreign jurisdictions in which the Prospectus or any preliminary prospectus, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program, and (ii) no authorization, approval, consent, license, order, registration or qualification of or with any government, governmental instrumentality or court, other than such as have been obtained, is necessary under the securities law and regulations of foreign jurisdictions in which the Directed Shares are offered outside the United States.

3. Purchase, Sale and Delivery of Offered Securities. On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to sell to the Underwriters, and the Underwriters agree, severally and not jointly, to purchase from the Company, at a purchase price of $[ ] per share, the respective numbers of shares of Firm Securities set forth opposite the names of the Underwriters in Schedule A hereto.

The Company will deliver the Firm Securities to the Representatives , through the facilities of The Depository Trust Company ("DTC"), for the accounts of the Underwriters, against payment to the Company of the purchase price in Federal (same day) funds by wire transfer to an account at a bank acceptable to Credit Suisse First Boston Corporation ("CSFBC"), at 9:00 A.M., New York time, on February [ ], 2000, or at such other time not later than seven full business days thereafter as CSFBC and the Company determine, such time being herein referred to as the "First Closing Date". For purposes of Rule 15c6-1 under the Exchange Act, the First Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Securities sold pursuant to the offering. The certificates representing the Firm Securities will be made available for checking and packaging at the above office of Cahill Gordon & Reindel at least 24 hours prior to the First Closing Date.

In addition, upon written notice from CSFBC given to the Company from time to time not more than 30 days subsequent to the date of the Prospectus, the Underwriters may purchase all or less than all of the Optional Securities at the purchase price per Security to be paid for the Firm Securities. The Company agrees to sell to the Underwriters the number of shares of Optional Securities specified in such notice and the Underwriters agree, severally and not jointly, to purchase such Optional Securities. Such Optional Securities shall be purchased for the account of each Underwriter in the same proportion as the number of shares of Firm Securities set forth opposite such Underwriter's name bears to the total number of shares of Firm Securities (subject to adjustment by CSFBC to eliminate fractions) and may be purchased by the Underwriters only for the purpose of covering over-allotments made in connection with the sale of the Firm Securities. No Optional Securities shall be sold or delivered unless the Firm Securities previously have been, or simultaneously are, sold and delivered. The right to purchase the Optional Securities or any portion thereof may be exercised from time to time and to the extent not previously exercised may be surrendered and terminated at any time upon notice by CSFBC to the Company.

Each time for the delivery of and payment for the Optional Securities, being herein referred to as an "Optional Closing Date", which may be the First Closing Date (the First Closing Date and each Optional Closing Date, if any, being sometimes referred to as a "Closing Date"), shall be determined by CSFBC but shall be not later than five full business days after written notice of election to purchase Optional Securities is given. The Company will deliver the Optional Securities being purchased on each Optional Closing Date to the Representatives through the facilities of the DTC, for the accounts of the several Underwriters, against payment of the purchase price therefor in Federal (same day) funds by wire transfer to an account at a bank acceptable to CSFBC. The certificates for the Optional Securities being purchased on each Optional Closing Date will be made available for checking and packaging at the above office of Cahill Gordon & Reindel at a reasonable time in advance of such Optional Closing Date.

The Company hereby confirms its engagement of Donaldson, Lufkin & Jenrette Securities Corporation ("DLJ") as, and DLJ hereby confirms its agreement with the Company to render services as, a "qualified independent underwriter", within the meaning of Section (b)(15) of Rule 2720 of the Conduct Rules of the National Association of Securities Dealers, Inc. (the "NASD") with respect to the offering and sale of the Offered Securities. DLJ, solely in its capacity as qualified independent underwriter and not otherwise, is referred to herein as the "QIU". As compensation for the services of the QIU hereunder, the Mediacom Companies agree to pay the QIU $5,000 on the First Closing Date. The price at which the Offered Securities will be sold to the public shall not be higher than the maximum price recommended by DLJ acting as QIU.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Offered Securities for sale to the public as set forth in the Prospectus.

5. Certain Agreements of the Mediacom Companies. The Mediacom Companies jointly and severally agree with the several Underwriters that:

(a) If the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement, the Company will file the Prospectus with the Commission pursuant to and in accordance with subparagraph (1) (or, if applicable and if consented to by CSFBC, subparagraph (4)) of Rule 424(b) not later than the earlier of (A) the second business day following the execution and delivery of this Agreement or (B) the fifteenth business day after the Effective Date of the Initial Registration Statement.

The Company will advise CSFBC promptly of any such filing pursuant to Rule 424(b). If the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement and an additional registration statement is necessary to register a portion of the Offered Securities under the Act but the Effective Time thereof has not occurred as of such execution and delivery, the Company will file the additional registration statement or, if filed, will file a post-effective amendment thereto with the Commission pursuant to and in accordance with Rule 462(b) on or prior to 10:00 P.M., New York time, on the date of this Agreement or, if earlier, on or prior to the time the Prospectus is printed and distributed to any Underwriter, or will make such filing at such later date as shall have been consented to by CSFBC.

(b) The Company will advise CSFBC promptly of any proposal to amend or supplement the initial or any additional registration statement as filed or the related prospectus or the Initial Registration Statement, the Additional Registration Statement (if any) or the Prospectus and will not effect such amendment or supplementation without CSFBC's consent; and the Company will also advise CSFBC promptly of the effectiveness of each Registration Statement (if its Effective Time is subsequent to the execution and delivery of this Agreement) and of any amendment or supplementation of a Registration Statement or the Prospectus and of the institution by the Commission of any stop order proceedings in respect of a Registration Statement and will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible its lifting, if issued.

(c) If, at any time when a prospectus relating to the Offered Securities is required to be delivered under the Act in connection with sales by any Underwriter or dealer, any event occurs as a result of which the Prospectus as then amended or supplemented would 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, or if it is necessary at any time to amend the Prospectus to comply with the Act, the Company will promptly notify CSFBC of such event and will promptly prepare and file with the Commission, at its own expense, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither CSFBC's consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 6.

(d) As soon as practicable, but not later than the Availability Date (as defined below), the Company will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the Effective Date of the Initial Registration Statement (or, if later, the Effective Date of the Additional Registration Statement) which will satisfy the provisions of Section 11(a) of the Act and Rule 158. For the purpose of the preceding sentence, "Availability Date" means the 45th day after the end of the fourth fiscal quarter following the fiscal quarter that includes such Effective Date, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter.

(e) The Company will furnish to the Representatives copies of each Registration Statement (nine of which will be signed and will include all exhibits), each related preliminary prospectus, and, so long as a prospectus relating to the Offered Securities is required to be delivered under the Act in connection with sales by any Underwriter or dealer, the Prospectus and all amendments and supplements to such documents, in each case in such quantities as CSFBC reasonably requests. The Prospectus shall be so furnished on or prior to 3:00 P.M., New York time, on the business day following the later of the execution and delivery of this Agreement or the Effective Time of the Initial Registration Statement. All other documents shall be so furnished as soon as available. The Company will pay the expenses of printing and distributing to the Underwriters all such documents.

(f) The Company will arrange for the qualification of the Offered Securities for sale under the laws of such jurisdictions as CSFBC designates and will continue such qualifications in effect so long as required for the distribution.

(g) During the period of five (5) years hereafter, the Company will furnish to the Representatives and, upon request, to each of the other Underwriters, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and the Company will furnish to the Representatives (i) as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to stockholders, and (ii) from time to time, such other publicly available information concerning the Company as CSFBC may reasonably request.

(h) The Mediacom Companies will pay all expenses incident to the performance of their obligations under this Agreement, for any filing fees and other expenses (including fees and disbursements of counsel) incurred in connection with qualification of the Offered Securities for sale under the laws of such jurisdictions as CSFBC designates and the printing of memoranda relating thereto, for the filing fee incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by the NASD of the Offered Securities, for any travel expenses of the Mediacom Companies officers and employees and any other expenses of the Mediacom Companies in connection with attending or hosting meetings with prospective purchasers of the Offered Securities, for expenses incurred in distributing preliminary prospectuses and the Prospectus (including any amendments and supplements thereto) to the Underwriters and for the fees and expenses of the QIU (including the fees and disbursements of counsel to the QIU).

(i) For a period of 180 days after the date of the initial public offering of the Offered Securities (i) the Company will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any additional Securities, any shares of the Company's Class B Common Stock, par value $.01 per share (the "Class B Common Stock"), or any securities convertible into or exchangeable or exercisable for any Securities or shares of its Class B Common Stock, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, and (ii) Mediacom will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any Membership Interests or any securities of Mediacom that are substantially similar to its Membership Interests, including, but not limited to, securities convertible into or exchangeable or exercisable for Membership Interests or substantially similar securities, or publicly disclose the intention to make such an offer, sale, pledge, disposition or filing, in each case, without the prior written consent of CSFBC, except, in the case of the Company, for (w) grants of employee stock options pursuant to the terms of the Company's 1999 Stock Option Plan, (x) issuances of Securities and shares of Class B Common Stock pursuant to the exercise of options granted under the 1999 Stock Option Plan, (y) the filing of a registration statement or registration statements on Form S-8 covering Securities and shares of Class B Common Stock that may be issued pursuant to the exercise of options under the Company's 1999 Stock Option Plan and Securities that may be issued pursuant to the Company's 1999 Employee Stock Purchase Plan and (z) issuances of Securities, shares of Class B Common Stock and options to purchase Securities and shares of Class B Common Stock pursuant to the Exchange Transaction.

(j) In connection with the Directed Share Program, the Company will ensure that the Directed Shares will be restricted to the extent required by the NASD, or the NASD rules from sale, transfer, assignment, pledge or hypothecation for a period of three months following the date of the effectiveness of the Registration Statement. The Designated Underwriter will notify the Company as to which Participants will need to be so restricted. The Company will direct the transfer agent to place stop transfer restrictions upon such securities for such period of time.

(k) The Mediacom Companies will pay all fees and disbursements of counsel incurred by the Underwriters in connection with the Directed Share Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Share Program.

Furthermore, the Company covenants with the Underwriters that the Company will comply with all applicable securities and other applicable laws, rules and regulations in each foreign jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program.

6. Conditions of the Obligations of the Underwriters. The obligations of the several Underwriters to purchase and pay for the Firm Securities on the First Closing Date and the Optional Securities to be purchased on each Optional Closing Date will be subject to the accuracy of the representations and warranties on the part of each of the Mediacom Companies herein, to the accuracy of the statements of Company officers made pursuant to the provisions of Section 6(j), to the performance by each of the Mediacom Companies of its obligations hereunder and to the following additional conditions precedent:

(a) The Representatives shall have received a letter, dated the date of delivery thereof (which, if the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement, shall be on or prior to the date of this Agreement or, if the Effective Time of the Initial Registration Statement is subsequent to the execution and delivery of this Agreement, shall be prior to the filing of the amendment or post-effective amendment to the registration statement to be filed shortly prior to such Effective Time), of Arthur Andersen LLP confirming that they are independent public accountants within the meaning of the Act and the applicable published Rules and Regulations and stating to the effect that:

(i) in their opinion the financial statements and financial statement schedules examined by them and included in the Registration Statements comply as to form in all material respects with the applicable accounting requirements of the Act and the related published Rules and Regulations;

(ii) they have performed the procedures specified by the American Institute of Certified Public Accountants for a review of interim financial information as described in Statement of Auditing Standards No. 71, Interim Financial Information, on the unaudited financial statements included in the Registration Statements;

(iii) on the basis of the review referred to in clause (ii) above, a reading of the latest available interim financial statements of Mediacom, inquiries of officials of Mediacom who have responsibility for financial and accounting matters and other specified procedures, nothing came to their attention that caused them to believe that:

(A) the unaudited financial statements included in the Registration Statements do not comply as to form in all material respects with the applicable accounting requirements of the Act and the related published Rules and Regulations or any material modifications should be made to such unaudited financial statements for them to be in conformity with generally accepted accounting principles;

(B) at the date of the latest available balance sheet read by such accountants, there was any change in the members' capital or any increase in long-term debt of Mediacom and its consolidated subsidiaries or, at the date of the latest available balance sheet read by such accountants, there was any decrease in consolidated net current assets or net assets, as compared with amounts shown on the latest balance sheet included in the Prospectus; or

(C) for the period from the closing date of the latest income statement included in the Prospectus to the closing date of the latest available income statement read by such accountants, there were any decreases, as compared with the corresponding period of the preceding year and with the period of corresponding length ended the date of the latest income statement included in the Prospectus, in consolidated net sales or net income,

except in all cases set forth in clauses (B) and (C) above for changes, increases or decreases which the Prospectus discloses have occurred or may occur or which are described in such letter;

(iv) they have compared specified dollar amounts (or percentages derived from such dollar amounts) and other financial information contained in the Registration Statements (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of Mediacom and its subsidiaries subject to the internal controls of Mediacom's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter; and

(v) on the basis of a reading of the unaudited pro forma consolidated financial statements included in the Registration Statement and the Prospectus, inquiries of certain officials of Mediacom and its consolidated subsidiaries who have responsibility for financial and accounting matters and proving the arithmetic accuracy of the application of the pro forma adjustments to the historical amounts in the unaudited pro forma consolidated financial statements, nothing came to their attention that caused them to believe that the unaudited pro forma consolidated financial statements do not comply as to form in all material respects with the applicable accounting requirements of rule 11-02 of Regulation S-X under the Exchange Act or that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of such statements.

For purposes of this subsection and subsections (b) and (c) below, (i) if the Effective Time of the Initial Registration Statement is subsequent to the execution and delivery of this Agreement, "Registration Statements" shall mean the initial registration statement as proposed to be amended by the amendment or post-effective amendment to be filed shortly prior to its Effective Time, (ii) if the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement but the Effective Time of the Additional Registration is subsequent to such execution and delivery, "Registration Statements" shall mean the Initial Registration Statement and the additional registration statement as proposed to be filed or as proposed to be amended by the post-effective amendment to be filed shortly prior to its Effective Time, and (iii) "Prospectus" shall mean the prospectus included in the Registration Statements.

(b) The Representatives shall have received a letter, dated the date of delivery thereof (which, if the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement, shall be on or prior to the date of this Agreement or, if the Effective Time of the Initial Registration Statement is subsequent to the execution and delivery of this Agreement, shall be prior to the filing of the amendment or post-effective amendment to the registration statement to be filed shortly prior to such Effective Time), of KPMG LLP confirming that they are independent public accountants within the meaning of the Act and the applicable published Rules and Regulations and stating to the effect that in their opinion the consolidated financial statements examined by them and included in the Registration Statements comply as to form in all material respects with the applicable accounting requirements of the Act and the related Rules and Regulations adopted by the Commission.

(c) The Representatives shall have received a letter, dated the date of delivery thereof (which, if the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement, shall be on or prior to the date of this Agreement or, if the Effective Time of the Initial Registration Statement is subsequent to the execution and delivery of this Agreement, shall be prior to the filing of the amendment or post-effective amendment to the registration statement to be filed shortly prior to such Effective Time), of Williams & Company confirming that they are independent public accountants within the meaning of the Act and the applicable published Rules and Regulations and stating to the effect that:

(i) they have compared specified dollar amounts (or percentages derived from such dollar amounts) and other financial information contained in the Registration Statements (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of Zylstra Communications Corporation ("Zylstra") subject to the internal controls of Zylstra's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter; and

(ii) on the basis of a reading of the unaudited pro forma consolidated financial statements included in the Registration Statement and the Prospectus, inquiries of certain officials of Zylstra and Mediacom who have responsibility for financial and accounting matters and proving the arithmetic accuracy of the application of the pro forma adjustments relating to Zylstra to the historical amounts in the unaudited pro forma consolidated financial statements, nothing came to their attention that caused them to believe that the unaudited pro forma consolidated financial statements do not comply as to form in all material respects with the applicable accounting requirements of rule 11-02 of Regulation S-X under the Exchange Act or that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of such statements.

(d) If the Effective Time of the Initial Registration Statement is not prior to the execution and delivery of this Agreement, such Effective Time shall have occurred not later than 10:00 P.M., New York time, on the date of this Agreement or such later date as shall have been consented to by CSFBC. If the Effective Time of the Additional Registration Statement (if any) is not prior to the execution and delivery of this Agreement, such Effective Time shall have occurred not later than 10:00 P.M., New York time, on the date of this Agreement or, if earlier, the time the Prospectus is printed and distributed to any Underwriter, or shall have occurred at such later date as shall have been consented to by CSFBC. If the Effective Time of the Initial Registration Statement is prior to the execution and delivery of this Agreement, the Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 5(a) of this Agreement. Prior to the Closing Date, no stop order suspending the effectiveness of a Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of either of the Mediacom Companies or the Representatives, shall be contemplated by the Commission.

(e) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or other), business, properties or results of operations of the Company, Mediacom and Mediacom's subsidiaries taken as one enterprise which, in the judgment of a majority in interest of the Underwriters including the Representatives, is material and adverse and makes it impractical or inadvisable to proceed with completion of the public offering or the sale of and payment for the Offered Securities; (ii) any downgrading in the rating of any debt securities of Mediacom by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of Mediacom (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any material suspension or material limitation of trading in securities generally on the New York Stock Exchange or any setting of minimum prices for trading on such exchange, or any suspension of trading of any securities of Mediacom on any exchange or in the over-the-counter market; (iv) any banking moratorium declared by U.S. Federal or New York authorities; or (v) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in the judgment of a majority in interest of the Underwriters including the Representatives, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical or inadvisable to proceed with completion of the public offering or the sale of and payment for the Offered Securities.

(f) The Representatives shall have received an opinion, dated such Closing Date, of Cooperman Levitt Winikoff Lester & Newman, P.C., counsel for the Mediacom Companies, to the effect that:

(i) The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, with corporate power and authority to own its properties and conduct its business as described in the Prospectus; the Company is duly qualified to do business as a foreign corporation in good standing in the State of New York; and based solely upon a certificate of an officer of the Company as to where the Company presently owns or leases property or conducts business, we know of no other jurisdiction where the failure to be so qualified or to be in good standing would have a Material Adverse Effect;

(ii) Each subsidiary of the Company listed in Exhibit A to such counsel's opinion (the "Subsidiaries") has been duly incorporated or organized, as the case may be, and is an existing corporation or limited liability company, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, with corporate or limited liability company power and authority, as the case may be, to own its properties and conduct its business as described in the Prospectus; each Subsidiary is duly qualified to do business as a foreign corporation or limited liability company, as the case may be, in good standing in the jurisdictions set forth in Exhibit A to such counsel's opinion; based solely upon a certificate of an officer of the Company as to where the Subsidiaries presently own or lease property or conduct business, we know of no other jurisdiction where the failure to be so qualified or to be in good standing would have a Material Adverse Effect; all of the issued and outstanding capital stock or membership interests, as the case may be, of each Subsidiary has been duly authorized and validly issued and is fully paid and nonassessable; to such counsel's knowledge, the capital stock or membership interests, as the case may be, of each Subsidiary owned by the Company, directly or through Subsidiaries, is owned free from liens, encumbrances and defects other than as set forth in the Prospectus; and such counsel knows of no subsidiaries of the Company other the Subsidiaries;

(iii) The Offered Securities delivered on such Closing Date have been duly authorized and, when issued and delivered to the Underwriters against payment therefore as provided by this Agreement, will be validly issued, fully paid and nonassessable; all other outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable; the Offered Securities and all other outstanding shares of capital stock of the Company conform, in all material respects, to the description thereof contained in the Prospectus; and, to such counsel's knowledge, the stockholders of the Company have no preemptive rights with respect to the Securities;

(iv) To the knowledge of such counsel, except as disclosed in the Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act;

(v) Neither of the Mediacom Companies is, and after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus, neither of the Mediacom Companies will be, an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended;

(vi) No consent, approval, authorization, or order of, or filing or registration with, any governmental agency or body or any court is required for the consummation of the transactions contemplated by this Agreement in connection with the issuance and sale of the Offered Securities by the Company or the consummation of the Exchange Transaction, except such as have been obtained and made under the Act, such as have been obtained under the HSR Act, such as may be required under state securities laws, such as may be required by the FCC or the U.S. Copyright Office under any of the Cable Acts or Section 111 of the Copyright Act of 1976, as amended (the "Copyright Act"), or the published orders, rules and regulations of the FCC or the U.S. Copyright Office, and such as may be required under any statute, rule or regulation of any state or local governmental agency or body relating to cable television franchising matters;

(vii) The execution, delivery and performance of this Agreement, the issuance and sale of the Offered Securities and the consummation of the Exchange Transaction, will not (i) result in a breach or violation of any of the terms and provisions of, or constitute a default under, (a) any agreement or instrument known to such counsel to which the Company or any such subsidiary is a party or by which the Company or any such subsidiary is bound or to which any of the properties of the Company or any such subsidiary is subject, or (b) the charter, by-laws, certificate of formation, operating agreement or similar organizational documents of the Company or any such subsidiary, or (ii) result in the violation of any statute, any rule, regulation or, to such counsel's knowledge, order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties, excluding the Cable Acts, Section 111 of the Copyright Act, any order, rule or regulation of the FCC or the U.S. Copyright office and any statute, rule or regulation of any state or local governmental agency or body relating to cable television franchising matters, except, in the case of each of clauses (i) and (ii), where such breach, violation or default would not individually or in the aggregate have a Material Adverse Effect; and the Company has the corporate power and authority to authorize, issue and sell the Offered Securities as contemplated by this Agreement;

(viii) The Initial Registration Statement was declared effective under the Act as of the date and time specified in such opinion, the Additional Registration Statement (if any) was filed and became effective under the Act as of the date and time (if determinable) specified in such opinion, the Prospectus either was filed with the Commission pursuant to the subparagraph of Rule 424(b) specified in such opinion on the date specified therein or was included in the Initial Registration Statement or the Additional Registration Statement (as the case may be), and, to the knowledge of such counsel, no stop order suspending the effectiveness of a Registration Statement or any part thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Act, and each Registration Statement and the Prospectus, and each amendment or supplement thereto, as of their respective effective or issue dates, complied as to form in all material respects with the requirements of the Act and the Rules and Regulations; such counsel have no reason to believe that any part of a Registration Statement or any amendment thereto, as of its effective date or as of such Closing Date, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus or any amendment or supplement thereto, as of its issue date or as of such Closing Date, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; the statements in the Registration Statements and Prospectus under the captions "Risk Factors -- Our Industry", "Business -- Products and Services -- High Speed Internet Access", "-- Programming Supply", "-- Franchises", "-- Legal Proceedings", "Management", "Certain Relationships and Related Transactions", "Description of Certain Indebtedness", "Description of Capital Stock" and "Shares Eligible for Future Sale", insofar as such statements summarize statutes, legal and governmental proceedings and contracts and other documents, excluding any summaries of the provisions of the Cable Acts, orders, rules and regulations of the FCC and statutes, rules and regulations of state and local governmental agencies and bodies relating to cable television franchising matters, are accurate and fairly present, in all material respects, the information required to be shown under such captions; and such counsel do not know of any legal or governmental proceedings required to be described in a Registration Statement or the Prospectus which are not described as required or of any contracts or documents of a character required to be described in a Registration Statement or the Prospectus or to be filed as exhibits to a Registration Statement which are not described and filed as required; it being understood that in each case as described above, such counsel need express no opinion as to the financial statements, schedules or other financial data and statistical data contained in the Registration Statements or the Prospectus; and

(ix) This Agreement has been duly authorized, executed and delivered by each of the Mediacom Companies.

(g) The Representatives shall have received an opinion, dated such Closing Date, of Fleischman & Walsh L.L.P., regulatory counsel for the Mediacom Companies, to the effect that:

(i) The communities listed in Attachment 1 to such counsel's opinion have been registered with the FCC in connection with the operation of the cable television systems (the "Systems") operated by the Company and its subsidiaries. The filing of a registration statement constitutes initial FCC authorization for the commencement of cable television operations in the community registered;

(ii) The Company's subsidiaries hold certain FCC licenses (as defined below). All FCC Licenses and receive-only earth station registrations held by such subsidiaries in connection with the operation of the Systems are listed on such Attachment 1. To knowledge of such counsel, all such FCC Licenses have been validly issued or assigned to the present licensee and are currently in full force and effect according to the terms of such FCC Licenses and the FCC regulations and policies. Such counsel has no knowledge of any event which would allow, or after notice or lapse of time which would allow, revocation or termination of any FCC License held by such subsidiaries or would result in any other material impairment of the rights of the holder of such license. To the knowledge of such counsel, no other FCC Licenses are required in connection with the operation of the Systems by such subsidiaries in the manner such counsel has been advised they are presently being operated. For the purposes of such counsel's opinion, an "FCC License" is defined as an authorization, or renewal thereof, issued by the FCC authorizing the transmission of radio energy through the airwaves;

(iii) Other than proceedings affecting the cable television industry generally, there is no action, suit or proceeding pending before or, to the knowledge of such counsel, threatened by the FCC which is reasonably likely to have a Material Adverse Effect;

(iv) All material Statements of Account required by Section 111 of the Copyright Act, have been filed, together with royalty payments accompanying said Statements of Account (collectively, the "Copyright Filings"), with the U.S. Copyright Office for the Systems covering each of the accounting beginning with the January 1 through June 30, 1996 accounting period and ending with the January 1 through June 30, 1999 accounting period during which such Systems have been operated by the Company's subsidiaries. Such counsel has not reviewed the information or calculations contained in the Copyright Filings, and expresses no opinion with respect to the accuracy thereof. To the best of such counsel's knowledge, based solely on counsel's review of its files and on the information and representations provided by the Company, there is no Copyright Office inquiry, nor any pending or threatened claim by a third party against the Company or any of its subsidiaries, relating to the Copyright Filings or for copyright infringement or for non-payment of royalty fees which is reasonable likely to have a Material Adverse Effect;

(v) No consent, approval, authorization or order of, or filing or registration with the FCC or the U.S. Copyright Office under any of the Cable Acts or Section 111 of the Copyright Act, or the published orders, rules and regulations of the FCC or the U.S. Copyright Office is required for the consummation of the transactions contemplated by this Agreement in connection with the issuance or sale of the Offered Securities by the Company or the consummation of the Exchange Transaction, except such as have been obtained under the Cable Acts or any order, rule or regulation of the FCC;

(vi) The execution, delivery and performance of this Agreement, the issuance and sale of the Offered Securities and the consummation of the Exchange Transaction will not result in a breach or violation of any of the terms and provisions of or conflict with any of the Cable Acts or Section 111 of the Copyright Act or any order, rule or regulation of the FCC or the U.S. Copyright Office;

(vii) The statements in the Registration Statements and the Prospectus under the captions "Risk Factors -- Our Industry", "Business -- Franchises", "-- Competition" and "Legislation and Regulation", insofar as such statements summarize applicable provisions of the Cable Acts and the orders, rules and regulations of the FCC, are accurate summaries in all material respects of the provisions purported to be summarized under such captions in the Registration Statements and the Prospectus; and the FCC statutes and regulations summarized under such captions are the FCC statutes and regulations that are material to the business of the Company and its subsidiaries as described in Registration Statements and the Prospectus; and

(viii) In the course of such counsel's representation of the Mediacom Companies and their subsidiaries, no matters have come to such counsel's attention, other than matters affecting the cable television industry generally, which would reasonably be expected to have a Material Adverse Effect.

(h) The Representatives shall have received an opinion dated such Closing Date, of Bruce Gluckman, Esq., counsel for the Mediacom Companies, to the effect that:

(i) No consent, approval, authorization, or order of, or filing or registration with any state or local franchising authority is required for the consummation of the transactions contemplated by this Agreement in connection with the issuance or sale of the Offered Securities by the Company or the consummation of the Exchange Transaction, except such as have been obtained under any statutes, rules or regulations of state or local governmental agencies or bodies relating to cable television franchising matters and except where the failure to receive any such approval, authorization or order would not individually or in the aggregate have a Material Adverse Effect;

(ii) The execution, delivery and performance of this Agreement, the issuance and sale of the Offered Securities and the consummation of the Exchange Transaction will not result in a breach or violation of any of the terms and provisions of, or conflict with any statute, rule or regulation of state or local governmental agency or body relating to cable television franchising matters, except where such breach, violation or default would not individually or in the aggregate have a Material Adverse Effect; and

(iii) The statements in the Registration Statements and the Prospectus under the captions "Business -- Franchises", "-- Competition" and "Legislation and Regulation --

Franchise Matters", insofar as such statements summarize applicable provisions of statutes, rules and regulations of state and local governmental agencies and bodies relating to cable television franchising matters, are accurate summaries in all material respects of the provisions purported to be summarized under such captions in the Registration Statements and the Prospectus; and such statutes, rules and regulations summarized under such captions are the statutes, rules and regulations of state and local governmental agencies and bodies relating to cable television franchising matters that are material to the business of the Company and its subsidiaries as described in Registration Statements and the Prospectus.

(i) The Representatives shall have received from Cahill Gordon & Reindel, counsel for the Underwriters, such opinion or opinions, dated such Closing Date, with respect to the incorporation of the Company, the validity of the Offered Securities delivered on such Closing Date, the Registration Statements, the Prospectus and other related matters as the Representatives may require, and the Mediacom Companies shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(j) The Representatives shall have received a certificate, dated such Closing Date, of the Chief Executive Officer and the Chief Financial Officer of the Company in which such officers, to the best of their knowledge after reasonable investigation, shall state that: the representations and warranties of the Mediacom Companies in this Agreement are true and correct; the Mediacom Companies have complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to such Closing Date; no stop order suspending the effectiveness of any Registration Statement has been issued and no proceedings for that purpose have been instituted or are contemplated by the Commission; the Additional Registration Statement (if any) satisfying the requirements of subparagraphs (1) and (3) of Rule 462(b) was filed pursuant to Rule 462(b), including payment of the applicable filing fee in accordance with Rule 111(a) or (b) under the Act, prior to the time the Prospectus was printed and distributed to any Underwriter; and, subsequent to the dates of the most recent financial statements in the Prospectus, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties or results of operations of the Company and its subsidiaries taken as a whole except as set forth in or contemplated by the Prospectus or as described in such certificate.

(k) The Representatives shall have received a letter, dated such Closing Date, of Arthur Andersen LLP which meets the requirements of subsection (a) of this Section, except that the specified date referred to in such subsection will be a date not more than three days prior to such Closing Date for the purposes of this subsection.

(l) The Exchange Transaction shall have occurred.

(m) The "lock-up" agreements, each substantially in the Form of Exhibit A hereto, between the Representatives and the directors, officers and all of the stockholders of the Company (following the Exchange Transaction) relating to sales and certain other dispositions of Securities and certain other securities, delivered to the Representatives on or before the date hereof, shall be in full force and effect.

The Mediacom Companies will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request. CSFBC may in its sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder, whether in respect of an Optional Closing Date or otherwise.

7. Indemnification and Contribution. (a) Each of the Mediacom Companies will jointly and severally indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act 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 any material fact contained in any Registration Statement, the Prospectus, or any amendment or supplement thereto, or any related preliminary prospectus, 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 will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Mediacom Companies will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

Each of the Mediacom Companies agrees jointly and severally to indemnify and hold harmless the Designated Underwriter, its partners, directors and officers and each person, if any, who controls the Designated Underwriter within the meaning of Section 15 of the Act (the "Designated Entities"), against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) (i) caused by any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) caused by the failure of any Participant to pay for and accept delivery of Directed Shares that the Participant agreed to purchase; or (iii) related to, arising out of, or in connection with the Directed Share Program, other than losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted from the bad faith or gross negligence of the Designated Entities.

(b) Each Underwriter will severally and not jointly indemnify and hold harmless each of the Mediacom Companies against any losses, claims, damages or liabilities to which the Mediacom Companies may become subject, under the Act 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 any material fact contained in any Registration Statement, the Prospectus, or any amendment or supplement thereto, or any related preliminary prospectus, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives specifically for use therein, and will reimburse each of the Mediacom Companies for any legal or other expenses reasonably incurred by the Mediacom Companies in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: (i) the concession and reallowance figures appearing in the fifth paragraph; (ii) the information regarding discretionary sales in the seventh paragraph; (iii) the information contained in the ninth sentence of the fifteenth paragraph, and (iv) the overallotment and stabilization information in the sixteenth paragraph, in each case under the caption "Underwriting".

(c) Promptly after receipt by an indemnified party under this Section 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 subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section, for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Notwithstanding anything contained herein to the contrary, if indemnity may be sought pursuant to the last paragraph in Section 7(a) hereof in respect of such action or proceeding, then in addition to such separate firm for the indemnified parties, the indemnifying party shall be liable for the reasonable fees and expenses of not more than one separate firm (in addition to any local counsel) for the Designated Entities for the defense of any losses, claims, damages and liabilities arising out of the Directed Share Program. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Mediacom Companies on the one hand and the Underwriters on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Mediacom Companies on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Mediacom Companies on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Mediacom Companies or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Mediacom Companies under this Section shall be in addition to any liability which the Mediacom Companies may otherwise have and shall extend, upon the same terms and conditions, to each partner, officer and director of each underwriter and to each person, if any, who controls any Underwriter within the meaning of Section 15 of the Act; and the obligations of the Underwriters under this Section shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each director of the Mediacom Companies, to each officer of the Mediacom Companies who has signed a Registration Statement and to each person, if any, who controls the Mediacom Companies within the meaning of Section 15 of the Act.

8. Indemnification of QIU. (a) Each of the Mediacom Companies jointly and severally agrees to indemnify and hold harmless the QIU, its directors, its officers and each person, if any, who controls the QIU within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages, liabilities and judgments (including, without limitation, any legal or other expenses incurred in connection with defending or investigating any matter, including any action that could give rise to any such losses, claims, damages, liabilities or judgments) related to, based upon or arising out of (i) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, the Prospectus (or any amendment or supplement thereto) or any preliminary prospectus, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) the QIU's activities as QIU under its engagement pursuant to Section 3 hereof, except in the case of this clause (ii) insofar as any such losses, claims, damages, liabilities or judgments are found in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted solely from the willful misconduct or gross negligence of the QIU.

(b) In case any action shall be commenced involving any person in respect of which indemnity may be sought pursuant to paragraph (a) of this Section (the "QIU Indemnified Party"), the QIU Indemnified Party shall promptly notify the Company in writing and the Mediacom Companies shall assume the defense of such action, including the employment of counsel reasonably satisfactory to the QIU Indemnified Party and the payment of all fees and expenses of such counsel, as incurred. Any QIU Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the QIU Indemnified Party unless (i) the employment of such counsel shall have been specifically authorized in writing by the Company, (ii) the Mediacom Companies shall have failed to assume the defense of such action or employ counsel reasonably satisfactory to the QIU Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include the QIU Indemnified Party and either of the Mediacom Companies, and the QIU Indemnified Party shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to such Mediacom Company (in which case the Mediacom Companies shall not have the right to assume the defense of such action on behalf of the QIU Indemnified Party). In any such case, the Mediacom Companies shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all QIU Indemnified Parties, which firm shall be designated by the QIU, and all such fees and expenses shall be reimbursed as they are incurred. Each of the Mediacom Companies shall jointly and severally indemnify and hold harmless the QIU Indemnified Party from and against any and all losses, claims, damages, liabilities and judgments by reason of any settlement of any action (i) effected with the Company's written consent or (ii) effected without the Company's written consent if the settlement is entered into more than ten business days after the Company shall have received a request from the QIU Indemnified Party for reimbursement for the fees and expenses of counsel (in any case where such fees and expenses are at the expense of the Mediacom Companies) and, prior to the date of such settlement, the Mediacom Companies shall have failed to comply with such reimbursement request. The Mediacom Companies shall not, without the prior written consent of the QIU Indemnified Party, effect any settlement or compromise of, or consent to the entry of judgment with respect to, any pending or threatened action in respect of which the QIU Indemnified Party is or could have been a party and indemnity or contribution may be or could have been sought hereunder by the QIU Indemnified Party, unless such settlement, compromise or judgment (i) includes an unconditional release of the QIU Indemnified Party from all liability on claims that are or could have been the subject matter of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of the QIU Indemnified Party.

(c) To the extent the indemnification provided for in this Section is unavailable to a QIU Indemnified Party or insufficient in respect of any losses, claims, damages, liabilities or judgments referred to therein, then the Mediacom Companies, in lieu of indemnifying such QIU Indemnified Party, shall contribute to the amount paid or payable by such QIU Indemnified Party as a result of such losses, claims, damages, liabilities and judgments (i) in such proportion as is appropriate to reflect the relative benefits received by the Mediacom Companies on the one hand and the QIU on the other hand from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Mediacom Companies and the QIU in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or judgments, as well as any other relevant equitable considerations. The relative benefits received by the Mediacom Companies and the QIU shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company as set forth in the table on the cover page of the Prospectus, and the fee received by the QIU pursuant to Section 3 hereof, bear to the sum of such total net proceeds and such fee. The relative fault of the Mediacom Companies and the QIU shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Mediacom Companies or the QIU and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission and whether the QIU's activities as QIU under its engagement pursuant to Section 3 hereof involved any willful misconduct or gross negligence on the part of the QIU.

The Company and the QIU agree that it would not be just and equitable if contribution pursuant to this Section 8(c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by a QIU Indemnified Party as a result of the losses, claims, damages, liabilities or judgments referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such QIU Indemnified Party in connection with investigating or defending any matter that could have given rise to such losses, claims, damages, liabilities or judgments. In no event shall any QIU Indemnified Party be required to contribute in the aggregate an amount exceeding the fee received by DLJ pursuant to Section 3 hereof. 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.

(d) The remedies provided for in this Section are not exclusive and shall not limit any rights or remedies which may otherwise be available to any QIU Indemnified Party at law or in equity.

9. Default of Underwriters. If any Underwriter or Underwriters default in their obligations to purchase Offered Securities hereunder on either the First or any Optional Closing Date and the aggregate number of shares of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total number of shares of Offered Securities that the Underwriters are obligated to purchase on such Closing Date, CSFBC may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by such Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase on such Closing Date. If any Underwriter or Underwriters so default and the aggregate number of shares of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total number of shares of Offered Securities that the Underwriters are obligated to purchase on such Closing Date and arrangements satisfactory to CSFBC and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except as provided in Section 10 (provided that if such default occurs with respect to Optional Securities after the First Closing Date, this Agreement will not terminate as to the Firm Securities or any Optional Securities purchased prior to such termination). As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations, warranties and other statements of the Mediacom Companies or their respective officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, any QIU Indemnified Party, the Mediacom Companies or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If this Agreement is terminated pursuant to Section 9 or if for any reason the purchase of the Offered Securities by the Underwriters is not consummated, the Mediacom Companies shall remain responsible for the expenses to be paid or reimbursed by them pursuant to Section 5 and the respective obligations of the Mediacom Companies and the Underwriters pursuant

to Section 7 and the obligations of the Mediacom Companies pursuant to Section 9 shall remain in effect, and if any Offered Securities have been purchased hereunder, the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 9 or the occurrence of any event specified in clause (iii), (iv) or (v) of Section 6(d), the Mediacom Companies will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities.

11. Notices. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed by overnight mail, delivered by hand or sent by facsimile transmission and confirmed to the Representatives, c/o Credit Suisse First Boston Corporation, Eleven Madison Avenue, New York, N.Y. 10010-3629, Attention: Investment Banking Department--Transactions Advisory Group, or, if sent to the Mediacom Companies, will be mailed, delivered or telegraphed and confirmed to it at 100 Crystal Run Road, Middletown, N.Y. 10941, Attention: Rocco B. Commisso, with a copy to Cooperman Levitt Winikoff Lester & Newman, P.C., 800 Third Ave., New York, N.Y. 10022, Attention: Robert L. Winikoff, Esq.; provided, however, that any notice to an Underwriter pursuant to Section 7 will be so mailed, delivered or sent by facsimile transmission and confirmed to such Underwriter.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the partners, officers and directors and controlling persons referred to in Section 7 and 8, and no other person will have any right or obligation hereunder.

13. Representation of Underwriters. The Representatives will act for the several Underwriters in connection with this financing, and any action under this Agreement taken by the Representatives jointly or by CSFBC will be binding upon all the Underwriters.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

15. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws.

The Mediacom Companies hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Mediacom Companies one of the counterparts hereof, whereupon it will become a binding agreement among the Mediacom Companies and the several Underwriters in accordance with its terms.

Very truly yours,

MEDIACOM COMMUNICATIONS
CORPORATION

By ....
[Title]

MEDIACOM LLC

By ....
[Title]

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

Credit Suisse First Boston Corporation
Salomon Smith Barney Inc.
Donaldson, Lufkin & Jenrette Securities Corporation
Goldman, Sachs & Co.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Chase Securities Inc.
CIBC World Markets Corp.
First Union Securities, Inc.,

Acting on behalf of themselves and as
the Representatives of the several
Underwriters.

By CREDIT SUISSE FIRST BOSTON CORPORATION

By ....
[Title]

In its capacity as qualified independent underwriter:

DONALDSON, LUFKIN & JENRETTE SECURITIES CORPORATION

By ....
[Title]

SCHEDULE A

Underwriter	Number of Firm Securities
Credit Suisse First Boston Corporation.....................	
Salomon Smith Barney Inc...................................	
Donaldson, Lufkin & Jenrette Securities Corporation........	
Goldman, Sachs & Co..	
Merrill Lynch, Pierce, Fenner & Smith Incorporated.........	
Chase Securities Inc.......................................	
CIBC World Markets Corp....................................	
First Union Securities, Inc................................	
Total......................................	20,000,000

EXHIBIT A

Form of Lock-Up Agreement

EXHIBIT 3.2

RESTATED CERTIFICATE OF INCORPORATION

OF

MEDIACOM COMMUNICATIONS CORPORATION

Mediacom Communications Corporation, a corporation organized and existing under the Delaware General Corporation Law (the "Corporation"), does hereby certify:

1. The Corporation has not received any payment for any of its stock.

2. The Corporation's original certificate of incorporation was filed on November 8, 1999 with the Secretary of State of the State of Delaware under the name Mediacom Communications Corporation.

3. The following amendment and restatement of the Corporation's Certificate of Incorporation was approved and duly adopted by a majority of the Corporation's Board of Directors in accordance with the provisions of Sections 241 and 245 of the Delaware General Corporation Law:

"ARTICLE ONE
NAME

The name of the corporation (hereinafter the "Corporation") is

Mediacom Communications Corporation

ARTICLE TWO
REGISTERED OFFICE

The address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is 30 Old Rudnick Lane, Suite 100, Dover, Delaware 19901, County of Kent; and the name of the registered agent of the Corporation in the State of Delaware at such address is LEXIS Document Services Inc.

ARTICLE THREE
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE FOUR
CAPITAL STRUCTURE

The total number of shares of capital stock which the Corporation shall have the authority to issue is 500,000,000 shares, consisting of three classes of capital stock:

(a) 300,000,000 shares of Class A Common Stock, par value $0.01 per share (the "Class A Common Stock");

(b) 100,000,000 shares of Class B Common Stock, par value $0.01 per share (the "Class B Common Stock," and together with the Class A Common Stock, the "Common Stock"); and

(c) 100,000,000 shares of Preferred Stock, par value $0.01 per share (the "Preferred Stock").

ARTICLE FIVE
COMMON STOCK

5.1 Identical Rights. Except as otherwise set forth in this ARTICLE FIVE, each share of Common Stock shall be identical, including, without limitation, the right to participate ratably in dividends and other distributions (including distributions upon liquidation, dissolution or other winding up of the Corporation), payable in cash, stock or property, except that in the case of dividends or distributions payable in shares of a class of Common Stock, only shares of Class A Common Stock may be distributed with respect to Class A Common Stock and only shares of Class B Common Stock may be distributed with respect to Class B Common Stock, and the number of shares of Common Stock payable per share will be equal for each class. In addition, neither the shares of Class A Common Stock nor the shares of Class B Common Stock may be subdivided, consolidated, reclassified or otherwise changed unless concurrently the shares of the other class of Common Stock are subdivided, consolidated, reclassified or otherwise changed in the same proportion and the same manner. The Corporation may not make any dividend or distribution with respect to any class of Common Stock unless at the same time the Corporation makes a ratable dividend or distribution with respect to each outstanding share of Common Stock regardless of class. The rights of holders of Class A Common Stock and Class B Common Stock are subject to the rights of holders of shares of any series of Preferred Stock that the Corporation may designate and issue from time to time.

5.2 Voting Rights. The holders of the Common Stock shall vote as a single class on all matters submitted to a vote of the stockholders to which the holders of Common Stock are entitled to vote, except as may be required by the Delaware General Corporation Law or as otherwise expressly specified in this Restated Certificate of Incorporation. Each share of Class A Common Stock shall be entitled to one vote and each share of Class B Common Stock shall be entitled to ten votes. The Corporation, by action of its Board of Directors and the affirmative vote of the holders of a majority of the voting power of the capital stock of the Corporation entitled to vote, may increase or decrease the number of authorized shares of Common Stock or Preferred Stock of the Corporation (but not below the number of shares of Common Stock or Preferred Stock, respectively, then outstanding or reserved for issuance upon the conversion of shares of Class B Common Stock) irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law; provided, however, that any increase or decrease to the number of authorized shares of Class B Common Stock shall in addition to the foregoing, require the affirmative vote of the holders of a majority of the voting power of the Class B Common Stock, voting as a separate class.

5.3 Holders of Class B Common Stock. Shares of Class B Common Stock from time to time outstanding shall be held of record by members of the Management Group (as defined below), and by no other person or persons. For purposes of this Section 5.3, the term "Management Group" shall mean any and all of (a) the directors and officers of the Corporation on the day that the Corporation's initial public offering pursuant to the Securities Act of 1933, as amended, is consummated; (b) directors and officers of the Corporation or a subsidiary of the Corporation and such other persons employed in a management capacity by the Corporation or a subsidiary of the Corporation and designated by the Board of Directors of the Corporation from time-to-time as members of the Management Group; (c) Rocco B. Commisso; (d) a Controlled Affiliate (as defined below) of any of the persons identified in (a), (b) and (c) of this sentence (an "Identified Person"); and (e) a Relative (as defined below) of any of the Identified Persons and a Controlled Affiliate of any such Relative, in each case as designated by the Board of Directors of the Corporation from time-to-time as a member of the Management Group. For purposes of this Section 5.3, the term "Controlled Affiliate" shall mean, with respect to an Identified Person or Relative, any entity that is controlled directly or indirectly (by ownership of voting securities, contract or otherwise) by such Identified Person or Relative. For purposes of this Section 5.3, the term "Relative" shall mean an Identified Person's spouse, any of an Identified Person's ancestors, descendants, including any such relationship by legal adoption, siblings, descendants of any such siblings or the spouse of any of the foregoing, an Identified Person's legal representative, conservator or guardian if the Identified Person becomes mentally incompetent, and an Identified Person's estate and heirs; provided, however, that an Identified Person, by written notice given to the Board of Directors of the Corporation, may exclude from the definition of Relative any relative or member of the family of such Identified Person even if such person was previously included in the definition of Relative.

5.4 Conversion Rights.

(a) Voluntary Conversion of Class B Common Stock. Each share of Class B Common Stock is convertible into one fully paid and non-assessable share of Class A Common Stock at any time at the option of the holder. In order to exercise the conversion privilege, the holder of any shares of Class B Common Stock to be converted shall present and surrender the certificate or certificates representing such shares during usual business hours at the principal executive offices of the Corporation, or if any agent for the registration of transfer of shares of Class B Common Stock is then duly appointed and acting (said agent being hereinafter called the "Transfer Agent"), then at the office of the Transfer Agent, accompanied by written notice that the holder elects to convert the shares of Class B Common Stock represented by such certificate or certificates, to the extent specified in such notice. Such notice shall also state the name or names (with addresses) in which the certificate or certificates for shares of Class A Common Stock which shall be issuable on such conversion shall be issued. If required by the Corporation, any certificate for shares of Class B Common Stock surrendered for conversion shall be accompanied by instruments of transfer, in form satisfactory to the Corporation and the Transfer Agent, duly executed by the holder of such shares or his or her duly authorized representative. As promptly as practicable after the receipt of such notice and the surrender of the certificate or certificates representing such shares of Class B Common Stock as aforesaid, the Corporation shall issue and deliver at such office to such holder, or on his or her written order, a certificate or certificates for the number of full shares of Class A Common Stock issuable upon the conversion of such shares. Each conversion of shares of Class B Common Stock shall be deemed to have been effected on the date on which such notice shall have been received by the Corporation or the Transfer Agent, as applicable, and the certificate or certificates representing such shares shall have been surrendered (subject to receipt by the Corporation or the Transfer Agent, as applicable, within thirty (30) days thereafter of any required instruments of transfer as aforesaid), and the person or persons in whose name or names any certificate or certificates for shares of Class A Common Stock shall be issuable upon such conversion shall be deemed to have become on said date the holder or holders of record of the shares represented thereby.

(b) Automatic Conversion of Class B Common Stock. Upon any transfer of shares of Class B Common Stock to any person other than a member of the Management Group, said shares shall be deemed automatically to convert, effective as of the date of transfer thereof, into the same number of shares of Class A Common Stock. If an Identified Person informs the Board of Directors of the Corporation that a relative or family member should not be included in the definition of Relative as set forth in Section 5.3 herein, any shares of Class B Common Stock held by such relative or family member shall be deemed automatically to convert, effective as of the date the Board of Directors of the Corporation receives written notice from the Identified Person, into the same number of shares of Class A Common Stock.

(c) Unconverted Shares. If less than all of the shares of Class B Common Stock evidenced by a certificate or certificates surrendered to the Corporation (in accordance with such procedures as the Board of Directors of the Corporation may determine) are converted, the Corporation shall execute and deliver to or upon the written order of the holder of such certificate or certificates a new certificate or certificates evidencing the number of shares of Class B Common Stock which are not converted without charge to the holder.

(d) No Conversion Rights of Class A Common Stock. The Class A Common Stock has no conversion rights.

5.5 Reservation. The Corporation hereby reserves, and shall at all times reserve and keep available, out of its authorized and unissued shares of Class A Common Stock, for the purposes of effecting conversions, such number of duly authorized shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class B Common Stock. The Corporation covenants that all the shares of Class A Common Stock so issuable shall, when so issued, be duly and validly issued, fully paid and non-assessable. The Corporation shall take all such action as may be necessary to assure that all such shares of Class A Common Stock may be so issued without violation of any applicable law or regulation.

5.6 Merger. Upon the merger or consolidation of the Corporation, holders of each class of Common Stock will be entitled to receive equal per share payments or distributions, except that in any transaction in which shares of capital stock are distributed, such shares may differ to the extent that the Class A Common Stock and the Class B Common Stock differ as provided in this Restated Certificate of Incorporation.

5.7 Liquidation. Upon any dissolution or liquidation of the Corporation, the holders of the Class A Common Stock and Class B Common Stock will be entitled to receive ratably all assets of the Corporation available for distribution to stockholders, subject to any preferential rights of any then outstanding shares of Preferred Stock.

ARTICLE SIX
PREFERRED STOCK

Shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated in the resolution or resolutions providing for the establishment of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Except as otherwise expressly stated in the resolution or resolutions providing for the establishment of a series of Preferred Stock, any shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise expressly provided by law.

Authority is hereby expressly granted to the Board of Directors of the Corporation to issue, from time to time, shares of Preferred Stock in one or more series, and, in connection with the establishment of any such series by resolution or resolutions, to determine and fix such voting powers, full or limited, or no voting powers, and such other powers, designations, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, if any including, without limitation, dividend rights, conversion rights, redemption and sinking fund privileges, and liquidation preferences, as shall be stated in such resolution or resolutions, all to the fullest extent permitted by the Delaware General Corporation Law. Without limiting the generality of the foregoing, the resolution or resolutions providing for the establishment of any series of Preferred Stock may, to the extent permitted by law, provide that such series shall be superior to, rank equally with or be junior to the Preferred Stock of any other series. Except as otherwise expressly provided in the resolution or resolutions providing for the establishment of any series of Preferred Stock, no vote of the holders of shares of Preferred Stock or Common Stock shall be a prerequisite to the issuance of any shares of any series of the Preferred Stock authorized by and complying with the conditions of this Restated Certificate of Incorporation.

ARTICLE SEVEN
BOARD OF DIRECTORS

(a) The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the Delaware General Corporation Law, as the same may be amended and supplemented.

(b) The Corporation shall, to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(c) If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(d) No amendment to or repeal of this ARTICLE SEVEN shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

ARTICLE EIGHT
CORPORATE GOVERNANCE

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation and for the further definition of the powers of the Corporation and its directors and stockholders:

(a) The Board of Directors shall have the power to adopt, amend or repeal the by-laws of the Corporation.

(b) The stockholders may adopt, amend or repeal the by-laws of the Corporation only with, in addition to any other vote required by-law, the affirmative vote of the holders of not less than 66 2/3% of the total voting power of all outstanding securities of the Corporation then entitled to vote generally in the election of directors, voting together as a single class.

(c) Elections of directors need not be by written ballot unless the by-laws of the

Corporation so provide.

(d) Special meetings of stockholders may be called by the Board of Directors, the Chairman of the Board of Directors or the President of the Corporation and may not be called by any other person. Notwithstanding the foregoing, whenever holders of one or more series of Preferred Stock shall have the right, voting separately as a series, to elect directors, such holders may call special meetings of such holders pursuant to the certificate of designation for such series.

ARTICLE NINE
AMENDMENT

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this ARTICLE NINE.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation, which restates and amends the provisions of the Certificate of Incorporation of the Corporation, and which has been duly adopted in accordance with Sections 241 and 245 of the General Corporation Law, has been executed by its duly authorized officer this ____ day of January, 2000.

MEDIACOM COMMUNICATIONS CORPORATION

By: ___________________________
Name: Rocco B. Commisso
Title: Chairman and Chief Executive Officer

EXHIBIT 4.1

[SEAL] [LOGO OF MEDIACOM] [SEAL]

MEDIACOM COMMUNICATIONS CORPORATION

CLASS A COMMON STOCK	INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE	SEE REVERSE FOR CERTAIN DEFINITIONS CUSIP 58446K 10 5

THIS CERTIFIES THAT

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF CLASS A COMMON STOCK,
PAR VALUE $.01 PER SHARE, OF
======================MEDIACOM COMMUNICATIONS CORPORATION=======================
(hereinafter, referred to as the "Corporation"), transferable on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all provisions of the Certificate of Incorporation and By-Laws of the Corporation and any amendments thereto, to all of which the holder of this Certificate by acceptance hereof assents.

This certificate is not valid until countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

/s/	[SEAL]	/s/
SECRETARY		CHAIRMAN and EXECUTIVE OFFICER

COUNTERSIGNED AND REGISTERED:
ChaseMellon Shareholder Services, L.L.C.
TRANSFER AGENT AND REGISTRAR,

BY
AUTHORIZED SIGNATURE

MEDIACOM COMMUNICATIONS CORPORATION

The Corporation will furnish without charge to each stockholder who so requests, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Corporation and the qualifications, limitations, or restrictions of such preferences and/or rights. Such request may be made to the Corporation or the Transfer Agent.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -- ________ Custodian _________
(Cust) (Minor)

under Uniform Gifts to Minors
Act __________________
(State)

Additional abbreviations may also be used though not in the above list.

For value received, ____ hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

____

____

____
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

____

____

____ shares of the Class A Common Stock represented by the within Certificate, and does hereby irrevocably constitute and appoint

____ Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated___________________

____
NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

____
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 5.1

[Letterhead of Cooperman Levitt Winikoff Lester & Newman, P.C.]

January 28, 2000

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

Re: Registration Statement on Form S-1
Under the Securities Act of 1933

Ladies and Gentlemen:

In our capacity as counsel to Mediacom Communications Corporation, a Delaware corporation (the "Company"), we have been asked to render this opinion in connection with a Registration Statement on Form S-1, as amended (File Number: 333-90879), heretofore filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Registration Statement"), covering up to 23,000,000 shares of Class A Common Stock (the "Shares").

In that connection, we have examined the Restated Certificate of Incorporation and the By- Laws of the Company, the Registration Statement, corporate proceedings of the Company relating to the issuance of the Shares and such other instruments and documents as we have deemed relevant under the circumstances.

In making the aforesaid examinations, we have assumed the genuineness of all signatures and the conformity to original documents of all copies furnished to us as original or photostatic copies. We have also assumed that the corporate records furnished to us by the Company include all corporate proceedings taken by the Company to date.

Based upon and subject to the foregoing, we are of the opinion that:

(1) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware.

(2) The Shares have been duly and validly authorized and, when issued and paid for as described in the Registration Statement, will be duly and validly issued, fully paid and non- assessable.

We hereby consent to the use of our opinion as herein set forth as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus forming a part of the Registration Statement.

Very truly yours,

COOPERMAN LEVITT WINIKOFF
LESTER & NEWMAN, P.C.

By: /s/Harris S. Jaffe

A Member of the Firm

Exhibit 10.7

MEDIACOM COMMUNICATIONS CORPORATION
1999 STOCK OPTION PLAN

1. Purpose of the Plan.

The purpose of the Mediacom Communications Corporation 1999 Stock Option Plan (the "Plan") is to promote the interests of Mediacom Communications Corporation, a Delaware corporation (the "Company"), and its stockholders by strengthening the Company's ability to attract and retain competent employees, to make service on the Board of Directors of the Company (the "Board") more attractive to present and prospective non-employee directors of the Company and to provide a means to encourage stock ownership and proprietary interest in the Company by officers, non-employee directors and valued employees and other individuals upon whose judgment, initiative and efforts the financial success and growth of the Company largely depend.

2. Options Granted under the Plan.

(a) The Company is authorized under this Plan to grant (i) incentive stock options ("qualified incentive options") that are intended to satisfy the requirements of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) non-qualified stock options ("non-qualified options") that are not intended to satisfy the requirements of Section 422 of the Code and (iii) stock appreciation rights ("SARs"), in each case, with respect to shares of the Company's Class A and/or Class B common stock, $0.01 par value per share ("Common Stock")

(b) Options granted pursuant to the Plan shall be authorized by action of the Board (or a committee designated by the Board) and may be designated as either qualified incentive stock options that are intended to satisfy the requirements of Section 422 of the Code, or non-qualified options that are not intended to satisfy the requirements of Section 422 of the Code. Such designation shall be in the sole discretion of the Board. Options designated as qualified incentive stock options that fail to satisfy, or fail to continue to satisfy, the requirements of Section 422 of the Code by reason of the transfer, exercise or failure to exercise such options or as otherwise provided in Section 422 of the Code shall be redesignated as non-qualified options automatically on the date of such failure without further action by the Board.

3. Stock Subject to the Plan.

(a) The total number of shares (the "Total Authorized Plan Shares") of the authorized but unissued or treasury shares of Common Stock for which the Company is authorized under this Plan to grant qualified incentive stock options, non-qualified options and SARs shall be equal, in the aggregate, to the <u>greater of</u> (x) seven million (7,000,000) shares of Common Stock or, (y) in the event of an initial public offering of Common Stock of the Company during the term of this Plan, an amount of shares of Common Stock determined as follows:

(A) 300,000; plus

(B) an amount equal to (i) the total number of shares of Common Stock outstanding upon the completion of the Company's initial public offering, including any shares issued by the Company pursuant to the underwriters' over-allotment option (collectively, the "Outstanding Shares"), divided by 0.85, reduced by (ii) the total number of Outstanding Shares; minus

(C) an amount equal to (i) 7.2% of (ii) the total number of Outstanding Shares divided by 0.9; and

(D) which aggregate number of shares of Common Stock derived from clauses (A), (B) and (C) above shall be rounded to the next highest 100,000 shares to arrive at the Total Authorized Plan Shares.

(b) Notwithstanding the number of Total Authorized Plan Shares determined as set forth in clauses (A) - (D) of subsection (a)(y) above, the total number of shares of Common Stock for which the Company is authorized under this Plan to grant qualified incentive stock options shall not exceed seven million (7,000,000) shares of Common Stock (the "Total Authorized QSO Shares"), and the amount, if any, of the Total Authorized Plan Shares in excess of the Total Authorized ISO Shares may only be applied in respect of non-qualified options and SARs.

(c) The number of Total Authorized Plan Shares and Total Authorized ISO Shares, as the case may be, shall be subject to adjustment as provided in Section 14 hereof and may be shares of any class of Common Stock as determined by the Board; provided, however, that, in either case, such number of shares may from time to time be reduced by the Board to the extent that a corresponding number of issued and outstanding shares of Common Stock are purchased by the Company and set aside for issue upon the exercise of options hereunder.

(d) If an option granted or assumed hereunder shall expire, terminate or be cancelled for any reason without having been exercised in full, the unpurchased shares subject thereto shall again be available for subsequent option grants under the Plan; provided, however, that shares as to which an option has been surrendered in connection with the exercise of a related SAR will not again be available for subsequent option or SAR grants under the Plan.

(e) Stock issuable upon exercise of an option or SAR granted under the Plan may be subject to such restrictions on transfer, repurchase rights or other restrictions as shall be determined by the Board.

4. Administration of the Plan.

The Plan shall be administered by the Board. No member of the Board shall act upon any matter exclusively affecting an option or SAR granted or to be granted to himself or herself under the Plan. A majority of the members of the Board shall constitute a quorum, and any action may be taken by a majority of those present and voting at any meeting. The decision of the Board as to all questions of interpretation and application of the Plan shall be final, binding and conclusive on all persons. The Board may, in its sole discretion, grant options to purchase shares of Common Stock, grant SARs and issue shares upon exercise of such options and SARs, as provided in the Plan. The Board shall have authority, subject to the express provisions of the Plan, to construe the respective option and SAR agreements and the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, to determine the terms and provisions of the respective option and SAR agreements, which may but need not be identical, and to make all other determinations in the judgment of the Board necessary or desirable for the administration of the Plan. The Board may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any option or SAR agreement in the manner and to the extent it shall deem expedient to carry the Plan into effect and shall be the sole and final judge of such expediency. No director shall be liable for any action or determination made in good faith. The Board may, in its discretion, delegate its power, duties and responsibilities to a committee, consisting of two or more members of the Board, all of whom are "Non-Employee Directors" (as hereinafter defined). If a committee is so appointed, all references to the Board herein shall mean and relate to such committee, unless the context otherwise requires. For the purposes of the Plan, a director or member of such committee shall be deemed to be a "Non-Employee Director" only if such person qualifies as a "Non-Employee Director" within the meaning of paragraph (b)(3)(i) of Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as such term is interpreted from time to time.

5. Eligibility.

(a) Options designated as qualified incentive stock options may be granted only to officers and key employees of the Company or of any subsidiary (herein called "subsidiary" or "subsidiaries"), as defined in Section 424 of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). Directors who are not otherwise employees of the Company or a subsidiary shall not be eligible to be granted qualified incentive stock options pursuant to the Plan. SARs and options designated as non-qualified options may be granted to (i) officers and key employees of the Company or of any of its subsidiaries, or (ii) agents and directors of and consultants to the Company, whether or not otherwise employees of the Company.

(b) In determining the eligibility of an individual to be granted an option or SAR, and in determining the number of shares to be optioned to any individual, the Board shall take into account the recommendation of the Company's Chairman of the Board, the position and responsibilities of the individual being considered, the length of such individual's employment with or services to the Company or the subsidiaries, the nature and value to the Company or its subsidiaries of his or her service and accomplishments, his or her present and potential contribution to the success of the Company or its subsidiaries, and such other factors as the Board may deem relevant.

6. Restrictions on Qualified Incentive Stock Options.

Qualified incentive stock options (but not non-qualified options) granted under this Plan shall be subject to the following restrictions:

(a) Limitation on Number of Shares. The aggregate fair market value of the shares of Common Stock with respect to which qualified incentive stock options are granted, determined as of the date the qualified incentive stock options are granted, exercisable for the first time by an individual during any calendar year shall not exceed $100,000. If a qualified incentive stock option is granted pursuant to which the aggregate fair market value of shares with respect to which it first becomes exercisable in any calendar year by an individual exceeds such $100,000 limitation, the portion of such option which is in excess of the $100,000 limitation, and any such options issued subsequently which first becomes exercisable in the same such calendar year, shall be treated as a non-qualified option pursuant to section 422(d)(1) of the Code. In the event that an individual is eligible to participate in any other stock option plan of the Company or any parent or subsidiary of the Company which is also intended to comply with the provisions of Section 422 of the Code, such $100,000 limitation shall apply to the aggregate number of shares for which qualified incentive stock options may be granted under this Plan and all such other plans.

(b) Ten Percent (10%) Stockholder. If any employee to whom a qualified incentive stock option is granted pursuant to the provisions of this Plan is on the date of grant the owner of stock (as determined under Section 424(d) of the Code) possessing more than 10% of the total combined voting power of all classes of stock of the Company or any parent or subsidiary of the Company, then the following special provisions shall be applicable to the qualified incentive stock options granted to such individual:

(i) The option price per share subject to such qualified incentive stock options shall not be less than 110% of the fair market value of the stock determined at the time such option was granted. In determining the fair market value under this clause (i), the provisions of Section 8 hereof shall apply.

(ii) The qualified incentive stock option shall have a term expiring not more than five (5) years from the date of the granting thereof.

7. Option Agreement.

Each option and SAR shall be evidenced by a written agreement (the "Agreement") duly executed on behalf of the Company and by the grantee to whom such option or SAR is granted, which Agreement shall comply with and be subject to the terms and conditions of the Plan. The Agreement may contain such other terms, provisions and conditions which are not inconsistent with the Plan as may be determined by the Board, provided that options designated as qualified incentive stock options shall meet all of the conditions for qualified incentive stock options as defined in Section 422 of the Code. No option or SAR shall be granted within the meaning of the Plan and no purported grant of any option or SAR shall be effective until the Agreement shall have been duly executed on behalf of the Company and the optionee. More than one option and SAR may be granted to an individual.

8. Option Price.

(a) The option price or prices of shares of Common Stock for options designated as non-qualified stock options shall be as determined by the Board.

(b) Subject to the conditions set forth in Section 6(b) hereof, the option price or prices of shares of Common Stock for options designated as qualified incentive stock options shall be at least the fair market value of such Common Stock at the time the option is granted as determined by the Board in accordance with subsection (c) below.

(c) The fair market value of Common Stock shall be determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq National Market or The Nasdaq SmallCap Market of The Nasdaq Stock Market, its fair market value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its fair market value shall be the mean of the closing bid and asked prices for the Common Stock on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable;

(iii) In the absence of an established market for the Common Stock, the fair market value thereof shall be determined in good faith by the Board; or

(iv) For purposes of determining the fair market value of Common Stock in connection with the grant of a qualified incentive stock option at the time of the initial public offering of the Company's Common Stock, the fair market value shall be the initial price to the public as set forth in the final prospectus included within the registration statement in Form S-1 filed with the Securities and Exchange Commission for such initial public offering.

9. Manner of Payment; Manner of Exercise.

(a) Options granted under the Plan may provide for the payment of the exercise price by delivery of (i) cash or a check payable to the order of the Company in an amount equal to the exercise price of such options, (ii) shares of Common Stock owned by the optionee having a fair market value equal in amount to the exercise price of such options, or (iii) any combination of (i) and (ii); provided, however, that payment of the exercise price by delivery of shares of Common Stock owned by such optionee may be made only upon the condition that such payment does not result in a charge to earnings for financial accounting purposes as determined by the Board, unless such condition is waived by the Board. The fair market value of any shares of Common Stock which may be delivered upon exercise of an option shall be determined by the Board in accordance with Section 8 hereof.

(b) To the extent that the right to purchase shares under an option has accrued and is in effect, options may be exercised in full at one time or in part from time to time, by giving written notice, signed by the person or persons exercising the option, to the Company, stating the number of shares with respect to which the option is being exercised, accompanied by payment in full for such shares as provided in subparagraph (a) above. Upon such exercise, delivery of a certificate for paid-up non-assessable shares shall be made at the principal office of the Company to the person or persons exercising the option at such time, or as shall be designated in such notice, during ordinary business hours, after three (3) days but not more than ninety (90) days from the date of receipt of the notice by the Company, or at such time, place and manner as may be agreed upon by the Company and the person or persons exercising the option.

10. Exercise of Options and SARs.

Each option and SAR granted under the Plan shall, subject to Section 11 and Section 13 hereof, be exercisable at such time or times and during such period as shall be set forth in the Agreement; provided, however, that no option or SAR granted under the Plan shall have a term in excess of ten (10) years from the date of grant. To the extent that an option or SAR is not exercised when it becomes initially exercisable, such option or SAR shall not expire but shall be carried forward and shall be exercisable, on a cumulative basis, until the expiration of the exercise period provided in the Agreement unless and until such option or SAR sooner terminates or is cancelled pursuant to Section 11 or Section 13 hereof. No partial exercise may be made for less than twenty (20) full shares of Common Stock. The exercise of an option shall result in the cancellation of the SAR to which it relates with respect to the same number of shares of Common Stock as to which the option was exercised.

11. Term, Expiration, Exercisability and Rescission of Options and SARs.

(a) Term and Expiration.

(i) Except as otherwise expressly provided by Section 6(b) of this Plan, each option and SAR granted under the Plan shall expire ten (10) years from the date of the granting thereof unless sooner terminated or cancelled as provided in this Section 11 or in the Agreement.

(ii) The term of any option or SAR granted to any grantee who ceases for any reason to perform services for the Company or one of its subsidiaries shall automatically expire, terminate and be cancelled to the extent such option is not then vested, accrued or otherwise exercisable under the Agreement and this Plan on the earlier of (A) the date such grantee ceases to perform services for the Company or one of its subsidiaries or (B) the date on which the option or SAR expires by its terms; provided, however, that the Chairman of the Board, in his sole discretion, may at any time (x) permit the option or SAR to continue in effect in accordance with the terms of the Agreement and this Plan after the grantee ceases to perform services for the Company or a subsidiary and/or (y) accelerate the vesting and exercisability of such option or SAR with respect to shares that are not vested or otherwise exercisable under the provision of the Agreement or this Plan at the time the grantee ceases to perform such services.

(b) Limitations on Exercise.

(i) Except as provided in the Agreement or under this Plan, in the event a grantee of an option or SAR ceases for any reason to perform services for the Company or one of its subsidiaries, any option or SAR granted to such grantee that is vested, accrued and otherwise exercisable and in effect under this Plan on the date such grantee ceases to perform such services shall automatically terminate and be cancelled unless such option or SAR, as the case may be, is exercised in accordance with the Agreement and this Plan within 90 days after the grantee ceases to perform such services; provided, however, that the Chairman of the Board, in his sole discretion, may at any time extend the period within which such option or SAR may be exercised beyond such 90 day period, subject to earlier cancellation pursuant to clause (ii) of this subsection 11(b) and/or rescission pursuant to subsection 11(c) hereof.

(ii) Notwithstanding any provisions of the Agreement or under this Plan, in the event the Company or a subsidiary terminates the employment of any grantee of an option or SAR on the grounds that such grantee engaged in any of the following activities ("Wrongful Activities"), or if at any time it is determined by the Board that the grantee engaged in any Wrongful Activity either during or after his or her employment with the Company or a subsidiary, then, in either of such events, any and all options or SARs granted to such grantee hereunder shall automatically terminate and be cancelled upon such termination of employment or determination by the Board, as the case may be, regardless of the extent to which such options and/or SARs are or were otherwise vested, accrued and exercisable:

(A) the commission by the grantee of a criminal act punishable as a felony with respect to his or her employment with the Company or any subsidiary; or

(B) the unlawful taking or use by the grantee of any asset or property of the Company or of any subsidiary; or

(C) the breach by the grantee of the terms of the Agreement or of any other written agreement between the employee and the Company or a subsidiary (which for these purpose shall include any predecessor entity or equity owner of such entity) insofar as such terms prohibit or otherwise restrict the grantee from (x) using or disclosing any confidential information of the Company or any subsidiary, (y) competing with, or rendering services to any competitor of, the Company or any subsidiary or (iii) making or publishing any statement (oral or written) that is negative or derogatory in any way to the Company, any subsidiary or any of their respective executive officers.

(c) Rescission. Upon the exercise of any option or SAR at any time during or after the grantee's employment with the Company or a subsidiary, the grantee shall certify on a form acceptable to the Board that the grantee is in compliance with all of the terms and conditions of the Agreement and Plan and has not engaged in any Wrongful Activities. If at any time following the exercise of any option or SAR the Board determines that the grantee engaged in any Wrongful Activities at any time either prior to or within one year after such exercise, the exercise of such option or SAR, and any payment and delivery in connection therewith, shall be cancelled and rescinded. The Company shall notify the grantee in writing of any such rescission within two years after such exercise. Within ten days after delivery of such notice to the grantee, the grantee shall pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery. Such payment shall be made, in the discretion of the Board, either in cash or by returning to the Company the number of shares of common Stock received by the grantee in connection with the rescinded exercise, payment or delivery. The remedies contained in this Section 11 with respect to the rescission and/or cancellation of any option or SAR granted to any grantee who engages in any Wrongful Activity shall be in addition to, and shall not be construed as a limitation of, any and all other remedies available to the Company against such grantee by reason of such Wrongful Activity.

12. Options Not Transferable.

The right of any grantee to exercise any option or SAR granted to him or her shall not be assignable or transferable by such grantee other than by will or the laws of descent, and any such option or SAR shall be exercisable during the lifetime of such grantee only by him; provided, that the Board may permit a grantee, by expressly so providing in the related Agreement, to assign or transfer, without consideration (and only without consideration), the right to exercise any option or SAR granted to him or her to such grantee's children, grandchildren or spouse, to trusts for the benefit of such family members and to partnerships in which such family members are the only partners. Any option or SAR granted under this Plan shall be null and void and without effect upon the bankruptcy of the grantee to whom the option is granted, or upon any attempted assignment or transfer except as herein provided, including without limitation, any purported assignment, whether voluntary or by operation of law, pledge, hypothecation or other disposition, attachment, trustee process or similar process, whether legal or equitable, upon such option or SAR.

13. Terms and Conditions of SARs.

(a) An SAR may be granted separately or in connection with an option (either at the time of grant or at any time during the term of the option).

(b) The exercise of an SAR granted in connection with an option shall result in the cancellation of the option to which it relates with respect to the same number of shares of Common Stock as to which the SAR was exercised.

(c) An SAR granted in connection with an option shall be exercisable or transferable only to the extent that such related option is exercisable or transferable.

(d) Upon the exercise of an SAR related to an option, the holder will be entitled to receive payment of an amount determined by multiplying:

(i) the difference obtained by subtracting the purchase price of a share of Common Stock specified in the related option from the fair market value of a share of Common Stock on the date of exercise of such SAR (as determined by the Board in accordance with Section 8 hereof), by

(ii) the number of shares as to which such SAR is exercised.

(e) An SAR granted without relationship to an option shall be exercisable as determined by the Board, but in no event after ten years from the date of grant.

(f) An SAR granted without relationship to an option will entitle the holder, upon exercise of the SAR, to receive payment of an amount determined by multiplying:

(i) the difference obtained by subtracting the fair market value of a share of Common Stock on the date the SAR was granted from the fair market value of a share of Common Stock on the date of exercise of such SAR (as determined by the Board in accordance with Section 8 hereof), by

(ii) the number of shares as to which such SAR is exercised.

(g) Notwithstanding subsections (d) and (f) above, the Board may limit the amount payable upon exercise of an SAR. Any such limitation shall be determined as of the date of grant and noted on the instrument evidencing the SAR granted.

(h) At the discretion of the Board, payment of the amount determined under subsections (d) and (f) above may be made either in whole shares of Common Stock valued at their fair market value on the date of exercise of the SAR (as determined by the Board in accordance with Section 8 hereof), or solely in cash, or in a combination of cash and shares. If the Board decides to make full payment in shares of Common Stock and the amount payable results in a fractional share, payment for the fractional share shall be made in cash.

(i) Neither an SAR nor an option granted in connection with an SAR granted to a person subject to Section 16(b) of the Exchange Act may be exercised before six months after the date of grant.

14. Recapitalization, Reorganization and the Like.

(a) In the event that the outstanding shares of Common Stock are changed into or exchanged for a different number or kind of shares or other securities of the Company or of another corporation by reason of any reorganization, merger, consolidation, recapitalization, reclassification, stock split-up, combination of shares, or dividends payable in capital stock, appropriate adjustment shall be made in accordance with Section 424(a) of the Code in the number and kind of shares as to which options and SARs may be granted under the Plan and as to which outstanding options and SARs or portions thereof then unexercised shall be exercisable, to the end that the proportionate interest of the grantee shall be maintained as before the occurrence of such event. Such adjustment in outstanding options and SARs shall be made without change in the total price applicable to the unexercised portion of such options and SARs and with a corresponding adjustment in the exercise price per share.

(b) In addition, unless otherwise determined by the Board in its sole discretion, in the case of any (i) sale or conveyance to another entity of all or substantially all of the property and assets of the Company or (ii) Change in Control (as hereinafter defined) of the Company, the purchaser(s) of the Company's assets or stock may, in his, her or its discretion, deliver to the optionee the same kind of consideration that is delivered to the stockholders of the Company as a result of such sale, conveyance or Change in Control, or the Board may cancel all outstanding options and SARs in exchange for consideration in cash or in kind which consideration in both cases shall be equal in value to the value of those shares of stock or other securities the optionee would have received had the option been exercised (to the extent then exercisable) and no disposition of the shares acquired upon such exercise had been made prior to such sale, conveyance or Change in Control, less the exercise price therefor. Upon receipt of such consideration, the options and SARs shall immediately terminate and be of no further force and effect. The value of the stock or other securities the grantee would have received if the option had been exercised shall be determined in good faith by the Board, and in the case of shares of Common Stock, in accordance with the provisions of Section 8 hereof.

(c) The Board shall also have the power and right to accelerate the exercisability of any options or SARs, notwithstanding any limitations in this Plan or in the Agreement, upon such a sale, conveyance or Change in Control. Upon such acceleration, any options or portion thereof originally designated as qualified incentive stock options that no longer qualify as qualified incentive stock options under Section 422 of the Code as a result of such acceleration shall be redesignated as non-qualified stock options.

(d) A "Change in Control" shall be deemed to have occurred if any person, or any two or more persons acting as a group, and all affiliates of such person or persons, who prior to such time owned less than fifty percent (50%) of the then outstanding Common Stock, shall acquire such additional shares of Common Stock in one or more transactions, or series of transactions, such that following such transaction or transactions, such person or group and affiliates beneficially own fifty percent (50%) or more of the Common Stock outstanding.

(e) If by reason of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization, or liquidation, the Board shall authorize the issuance or assumption of a stock option or stock options in a transaction to which Section 424(a) of the Code applies, then, notwithstanding any other provision of the Plan, the Board may grant an option or options upon such terms and conditions as it may deem appropriate for the purpose of assumption of the old option, or substitution of a new option for the old option, in conformity with the provisions of such Section 424(a) of the Code and the Regulations thereunder, and any such option shall not reduce the number of shares otherwise available for issuance under the Plan.

(f) No fraction of a share shall be purchasable or deliverable upon the exercise of any option or SAR, but in the event any adjustment hereunder in the number of shares covered by the option or SAR shall cause such number to include a fraction of a share, such fraction shall be adjusted to the nearest smaller whole number of shares.

15. No Special Employment Rights.

Nothing contained in the Plan or in any option or SAR granted under the Plan shall confer upon any grantee any right with respect to the continuation of his or her employment by the Company (or any subsidiary) or interfere in any way with the right of the Company (or any subsidiary), subject to the terms of any separate employment agreement to the contrary, at any time to terminate such employment or to increase or decrease the compensation of the grantee from the rate in existence at the time of the grant of an option or SAR. Whether an authorized leave of absence, or absence in military or government service, shall constitute termination of employment shall be determined in accordance with Regulations Section 1.421-7(h)(2).

16. Withholding.

The Company's obligation to deliver shares upon the exercise of any non-qualified option or SAR granted under the Plan shall be subject to the option holder's satisfaction of all applicable Federal, state and local income and employment tax withholding requirements. The Company and optionee may agree to withhold shares of Common Stock purchased upon exercise of an option or SAR to satisfy the above-mentioned withholding requirements; provided, however, that no such agreement may be made by a grantee who is an "officer" or "director" within the meaning of Section 16 of the Exchange Act, except pursuant to a standing election to so withhold shares of Common Stock purchased upon exercise of an option, such election to be made not less than six months prior to such exercise and which election may be revoked only upon six months prior written notice.

17. Restrictions on Issuance of Shares.

(a) Notwithstanding the provisions of Section 9 hereof, the Company may delay the issuance of shares covered by the exercise of an option or SAR and the delivery of a certificate for such shares until one of the following conditions shall be satisfied:

(i) The shares with respect to which such option or SAR has been exercised are at the time of the issue of such shares effectively registered or qualified under applicable Federal and state securities acts now in force or as hereafter amended; or

(ii) Counsel for the Company shall have given an opinion, which opinion shall not be unreasonably conditioned or withheld, that such shares are exempt from registration and qualification under applicable Federal and state securities acts now in force or as hereafter amended.

(b) It is intended that all exercises of options and SARs shall be effective, and the Company shall use its best efforts to bring about compliance with the above conditions, within a reasonable time, except that the Company shall be under no obligation to qualify shares or to cause a registration statement or a post-effective amendment to any registration statement to be prepared for the purpose of covering the issue of shares in respect of which any option may be exercised, except as otherwise agreed to by the Company in writing.

18. Purchase for Investment; Rights of Holder on Subsequent Registration.

(a) Unless the shares to be issued upon exercise of an option or SAR granted under the Plan have been effectively registered under the Securities Act of 1933, as amended (the "1933 Act"), the Company shall be under no obligation to issue any shares covered by any option or SAR unless the person who exercises such option, in whole or in part, shall give a written representation and undertaking to the Company which is satisfactory in form and scope to counsel for the Company and upon which, in the opinion of such counsel, the Company may reasonably rely, that he or she is acquiring the shares issued pursuant to such exercise of the option or SAR for his or her own account as an investment and not with a view to, or for sale in connection with, the distribution of any such shares, and that he or she will make no transfer of the same except in compliance with any rules and regulations in force at the time of such transfer under the 1933 Act, or any other applicable law, and that if shares are issued without such registration, a legend to this effect may be endorsed upon the securities so issued.

(b) In the event that the Company shall, nevertheless, deem it necessary or desirable to register under the 1933 Act or other applicable statutes any shares with respect to which an option or SAR shall have been exercised, or to qualify any such shares for exemption from the 1933 Act or other applicable statutes, then the Company may take such action and may require from each grantee such information in writing for use in any registration statement, supplementary registration statement, prospectus, preliminary prospectus or offering circular as is reasonably necessary for such purpose and may require reasonable indemnity to the Company and its officers and directors from such holder against all losses, claims, damages and liabilities arising from such use of the information so furnished and caused by any untrue statement of any material fact therein or caused by the omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made.

19. Loans.

At the discretion of the Board, the Company may loan to the optionee some or all of the purchase price of the shares acquired upon exercise of an option granted under the Plan.

20. Modification of Outstanding Options and SARs.

Subject to limitations contained herein, the Board may authorize the amendment of any outstanding option or SAR with the consent of the grantee when and subject to such conditions as are deemed to be in the best interests of the Company and in accordance with the purposes of the Plan.

21. Term of Plan.

The Plan shall become effective upon the earlier to occur of its adoption by the Board of Directors or its approval by the shareholders of the Company. It shall continue in effect for a term of ten (10) years unless sooner terminated under Section 22 hereof. The Board may grant options and SARs under the Plan prior to stockholder approval, but any such option shall become effective as of the date of grant only upon such approval and, accordingly, no such option may be exercisable prior to such approval.

22. Termination and Amendment of Plan.

The Board may at any time terminate the Plan or make such modification or amendment thereof as it deems advisable; provided, however, that (i) the Board may not, without approval by a majority vote of the stockholders of the Company, increase the maximum number of shares for which options and SARs may be granted or change the designation of the class of persons eligible to receive options and SARs under the Plan, and (ii) any such modification or amendment of the Plan shall be approved by a majority vote of the stockholders of the Company to the extent that such stockholder approval is necessary to comply with applicable provisions of the Code, rules promulgated pursuant to Section 16 of the Exchange Act, applicable state law, or applicable National

Association of Securities Dealers, Inc. or exchange listing requirements. Termination or any modification or amendment of the Plan shall not, without the consent of an optionee, affect his or her rights under an option or SAR theretofore granted to him or her.

23. Limitation of Rights in the Underlying Shares.

A holder of an option or SAR shall not be deemed for any purpose to be a stockholder of the Company with respect to such option or SAR except to the extent that such option or SAR shall have been exercised with respect thereto and, in addition, a stock certificate shall have been issued theretofore and delivered to the holder.

24. Notices.

Any communication or notice required or permitted to be given under the Plan shall be in writing, and shall be deemed given and delivered when mailed by registered or certified mail or delivered by hand and addressed, if to the Company, at its principal place of business, attention: Chairman, and, if to the grantee or holder of an option or SAR, at the address of the grantee or holder appearing on the records of the Company.

EXHIBIT 10.8

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of , 2000 (this "Agreement"), is made by and among Mediacom Communications Corporation, a Delaware corporation (the "Company"), and the holders of shares of common stock of the Company ("Shares") named on the signature pages hereof (collectively, the "Holders").

RECITALS

WHEREAS, Mediacom LLC, a New York limited liability company which has become a wholly owned subsidiary of the Company, and certain of the Holders previously entered into a Registration Rights Agreement dated as of March 12, 1996 (the "Original Agreement");

WHEREAS, as part of the reorganization pursuant to which Mediacom LLC became a wholly-owned subsidiary of the Company, the Holders and certain transferees of the Holders specified below (the "Existing Transferees") have acquired Shares in exchange for their membership interests in Mediacom LLC;

WHEREAS, the Company and the Holders desire to afford to the Holders and the Existing Transferees with respect to their Shares registration rights comparable to those set forth in the Original Agreement with respect to their membership interests in Mediacom LLC; and

WHEREAS, this Agreement is being entered into in order that all Holders receive the registration rights set forth below and to supersede and replace, in its entirety, the Original Agreement;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto agree as follows:

1. Certain Definitions.

As used in this Agreement, the following terms shall have the following respective meanings:

"BMO Holder" shall mean, collectively, BMO Financial, Inc. and any transferee of any Shares from BMO Financial, Inc. (directly or indirectly through one or more transferees).

"Booth Holder" shall mean, collectively, U.S. Investor, Inc. and any transferee of any Shares from U.S. Investor, Inc. (directly or indirectly through one or more transferees).

"Chase Holder" shall mean, collectively, Chase Manhattan Capital, L.P., CB Capital Investors, L.P. and any transferee of any Shares from Chase Manhattan Capital L.P., CB Capital Investors, L.P. or Chase Manhattan Capital Corporation (directly or indirectly through one or more transferees).

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

"Commisso Holders" shall mean (i) Rocco B. Commisso, (ii) the Existing Transferees of Rocco B. Commisso specified in Section 10(d)(ii) below, (iii) any Person controlled by him and of which he, Holders of his immediate family or trusts established for the benefit of any of the foregoing are 80% equity holders, and (iv) any transferees of any Shares from any of the foregoing (directly or indirectly through one or more transferees).

"Communications Act" shall mean the Communications Act of 1934, or any federal statute then in effect which has replaced such statute, and the rules, regulations, policies and orders of the FCC, as the same may be amended from time to time.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any federal statute then in effect which has replaced such statute, and the rules, regulations, policies and orders of the Commission, as the same may be amended from time to time.

"FCC" means the Federal Communications Commission or any other federal agency at the time administering the Communications Act.

"Holder" shall mean any party hereto (other than the Company) and each of its respective successive successors and assigns who acquire Registrable Securities, directly or indirectly, from any such party or from any successive successor or assign of any such party.

"Initial Public Offering" shall mean the initial public offering and sale of shares of class A common stock of the Company pursuant to a registration statement on Form S-1 filed by the Company under the Securities Act with the Commission.

"Investor Holder" shall mean, collectively, (i) BMO Financial, Inc., Chase Manhattan Capital L.P., CB Capital Investors, L.P., Morris Communications Corporation, Private Market Fund, L.P., U.S. Investors, Inc., Thomas W. Keaveney and Scott W. Seaton, (ii) a Holder which is not a Commisso Holder, and (iii) any transferee of any Shares from any of the foregoing (directly or indirectly through one or more transferees).

"Keaveney Holder" shall mean, collectively, Thomas W. Keaveney and any transferee of any Shares from Thomas W. Keaveney (directly or indirectly through one or more transferees).

"Morris Holder" shall mean, collectively, (i) Morris Communications Corporation, (ii) the Existing Transferees of Morris Communications Corporation specified in Section 10(d)(iii) below and (iii) any transferee of any Shares from any of the foregoing (directly or indirectly through one or more transferees).

"Person" shall mean an individual, company, partnership, limited liability company, trust or unincorporated organization, a government or any agency or political subdivision thereof or other entity.

"Private Market Holder" shall mean, collectively, Private Market Fund, L.P. and any transferee of any Shares from Private Market Fund, L.P. (directly or indirectly through one or more transferees).

"Registrable Securities" shall mean the Shares now or hereafter issued to or held by the Holders, and any other equity securities of the Company issued successively in exchange for or in respect of such Shares. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement registering such securities shall have become effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (ii) such securities shall have been sold under Rule 144 (or any successor provision) under the Securities Act, (iii) such securities shall have been otherwise transferred pursuant to an exemption from the registration requirements under the Securities Act and state securities laws, if subsequent transfers of such securities will not require registration or qualification of such securities under the Securities Act or any state securities laws then in force or (iv) such securities shall have ceased to be outstanding.

"Registration Expenses" shall have the meaning given in Section 5 hereof.

"Seaton Holder" shall mean, collectively, Scott W. Seaton and any transferee of any Shares from Scott W. Seaton (directly or indirectly through one or more transferees).

"Securities Act" shall mean the Securities Act of 1933, as amended, or any federal statute then in effect which has replaced such statute, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such replacement federal statute.

"Shares" shall have the meaning given in the preamble of this Agreement.

2. Registration by Request.

(a) If, at any time after 180 days following the consummation of the Initial Public Offering, the Company shall, upon the receipt of a written request therefor from any one or more of (i) 50% or more of the BMO Holders, (ii) 50% or more of the Booth Holders, (iii) 50% or more of the Chase Holders, (iv) 50% or more of the Commisso Holders, (v) 50% or more of the Morris Holders, (vi) 50% or more of the Private Market Holders, (vii) 50% or more of the Keaveney Holders or (viii) 50% or more of the Seaton Holders (in each case to the extent such Persons are holders of record of Registrable Securities), prepare and file a registration statement under the Securities Act covering the

Registrable Securities which are the subject of such request (the Holder or Holders making the request are herein called the "Initiating Holders") and shall use its best efforts to cause such registration statement to become effective promptly thereafter; *provided, however*, that the Company shall be obligated to prepare and file such registration statement only if the Registrable Securities which are the subject of such request have a total market value of at least $50,000,000. Market value, as used herein, shall mean the average per share closing price of a share of common stock of the Company on the Nasdaq National Market for the 10 trading days ending on the trading day prior to the date of the Initiating Holders' request. In addition, upon the receipt of such request, the Company shall promptly give written notice to all other holders of record of Registrable Securities that such registration is to be effected. The Company shall include in such registration statement such Registrable Securities for which it has received written requests to register by such other holders of record within 10 days after the Company's written notice to such other record Holders. In any one calendar year, the Company shall not be obligated to prepare, file and use its best efforts to cause to become effective pursuant to this Section 2(a) more than one registration statement.

(b) In the event that the Initiating Holders of more than 50% of the Registrable Securities for which registration has been requested pursuant to Section 2(a) hereof determine for any reason (other than upon advice from a managing underwriter that there has occurred with respect to the Company an event that would materially affect the sale of such Registrable Securities) not to proceed with such registration at any time before the registration statement has been declared effective by the Commission, and such registration statement, if theretofore filed with the Commission, is withdrawn with respect to the securities covered thereby, and the Holders of such Registrable Securities agree to bear their own expenses incurred in connection therewith and to reimburse the Company for the out-of-pocket costs and expenses incurred by it attributable to the registration of such Registrable Securities, then the Holders of such Registrable Securities shall not be deemed to have exercised their right to require the Company to register Registrable Securities pursuant to Section 2(a) hereof.

(c) Without the written consent of the Initiating Holders of more than 50% of the Registrable Securities for which registration has been requested pursuant to Section 2(a) hereof, neither the Company nor any other holder of Shares or securities of the Company may (A) include Shares or securities in any such registration to the extent that the managing underwriter of any public offering contemplated by such registration shall advise such holders in writing that the inclusion of such securities creates a significant risk that the price per unit that such Holders of Registrable Securities or other holders will derive will be adversely affected or that the number of Shares or securities sought to be registered is too large a number to be reasonably sold (in which case the number of Shares or securities sought to be included by the Company or such other holders shall be reduced to the minimum extent so advised by such managing underwriter to avoid such effect) or (B) require the exclusion of any portion of the Registrable Securities so to be registered.

(d) The obligations of the Company under this Section 2 are subject to the condition that the Company shall be entitled to postpone for up to six months once in any twelve month period the filing of any registration statement otherwise required to be prepared and filed by it pursuant to this Section 2 if, at the time it receives requests for registration pursuant thereto, the Board of Directors of the Company determines, in its judgment, that the filing of such registration statement and the offering of Registrable Securities pursuant thereto would materially interfere with any material financing, acquisition, reorganization or other material transaction by the Company, and the Company promptly gives the Holders requesting such registration written notice of such determination. If the Company shall so postpone the filing of a registration statement, the Holders requesting such registration shall have the right to withdraw the requests for registration by giving written notice to the Company within fifteen days after receipt of the Company's notice of postponement and, in the event of such withdrawal, such requests shall not be counted as being requests for the registration statement that the Company is obligated to prepare, file and cause to become effective pursuant to Section 2(a) hereof.

3. "Piggy-Back" Registrations.

(a) If, at any time after 180 days following the consummation of the Initial Public Offering, the Company proposes to register any of its Shares or any other equity securities under the Securities Act on a registration statement on Form S-1, Form S-2 or Form S-3 (or an equivalent general registration form then in effect) for purposes of an offering or sale by or on behalf of the Company of Shares or such equity securities for its own account (a "primary offering") or upon the request or for the account of one or more holders (a "Registering Holder") of Shares or any such equity securities (a "secondary offering"), or for purposes of a combined primary and secondary offering (a "combined offering"), then in each such case the Company shall, either prior to or not later than 15 days after the time when any such registration statement is filed with the Commission, give written notice thereof to each Holder of Registrable Securities. Such notice shall specify, at a minimum, the number and class, if any, of Shares or equity securities so proposed to be registered, the estimated effective date of such registration statement, any proposed means of distribution of such Shares or securities, any proposed managing underwriter or underwriters of such units or securities and a good faith estimate by the Company of the proposed maximum offering price thereof, as such price appears, or is proposed to appear, on the facing page of such registration statement. Upon the written direction of any such Holder of Registrable Securities, given within 20 days of the receipt by such Holder of any such written notice (which direction shall specify the number of Registrable Securities intended to be disposed of by such Holder and the intended method of distribution thereof), the Company shall include in such registration statement any or all of the Registrable Securities then owned by such Holder requesting such registration (a "Requesting Holder"), to the extent necessary to permit the sale or other disposition of the securities constituting such number of Registrable Securities as such Requesting Holder shall have so directed the Company to be so registered. Any Requesting Holder shall have the right to withdraw such direction by giving written notice to the Company to such effect within 5 days after giving such direction. Notwithstanding the foregoing, no Holder of Registrable Securities shall have any right hereunder if the registration proposed to be effected by the Company relates solely to Shares or securities which are issuable solely to officers or employees of the Company or any entity wholly-owned by the Company or its affiliates pursuant to a bona fide employee stock option, bonus or other employee benefit plan or arrangement.

(b) In the event that the Company proposes to register Shares or other equity securities for purposes of a primary offering, and any managing underwriter shall advise the Company and the Requesting Holders in writing that the inclusion in the registration statement of some or all of the Registrable Securities sought to be registered by the Requesting Holders creates a significant risk that the price per unit or share the Company will derive from such registration will be adversely affected or that the number of Shares or securities sought to be registered is too large a number to be reasonably sold, then the Company will include in such registration statement such number of Shares or securities as the Company and such Requesting Holders are so advised can be sold in such offering without such an effect (the "Primary Maximum Number"), as follows and in the following order of priority: (i) first, such number of Shares or securities of the Company as the managing underwriter shall have determined, and (ii) second, if the number of Shares or securities to be registered under clause (i) is less than the Primary Maximum Number, such number of Registrable Securities of each Requesting Holder *pro rata* in proportion to the number of Registrable Securities sought to be registered by all the Requesting Holders, which, when added to the number of Shares or other equity securities to be registered by the Company, equals the Primary Maximum Number.

(c) In the event that the Company proposes to register Shares or other equity securities for purposes of a secondary offering, upon the request or for the account of any Registering Holder or Holders, and any managing underwriter shall advise the Requesting Holder or Holders and the Registering Holders in writing that the inclusion in the registration statement of some or all of the Registrable Securities sought to be registered by the Requesting Holders creates a significant risk that the price per unit or share that such Requesting Holder or Holders and such Registering Holders will derive from such registration will be adversely affected or that the number of Shares or securities sought to be registered (including any securities sought to be registered at the instance of the Requesting Holder or Holders and those sought to be registered by non-Requesting Shareholders who are Registering Shareholders) is too large a number to be reasonably sold, the Company will include in such registration statement such number of Shares or securities as the Company, the Registering Holders and the Requesting Holders are so advised can be sold in such offering without such an effect (the "Secondary Maximum Number"), as follows and in the following order of priority: (i) first, the number of Shares or securities sought to be registered by non-Requesting Holders who are Registering Holders and (ii) second, if the number of Shares or securities to be registered under clause (i) is less than the Secondary Maximum Number, such Shares or securities sought to be registered by such Requesting Holder or Holders *pro rata* in proportion to the number of Shares or securities sought to be registered by all the Requesting Holders, which, when added to the number of Registrable Securities to be registered by Registering Holders who are non-Requesting Holders, equals the Secondary Maximum Number.

(d) In the event that the Company proposes to register Shares or other equity securities for purposes of a combined offering, and any managing underwriter shall advise the Company, the Requesting Holder or Holders and the Registering Holders in writing that the inclusion in the registration statement of some or all of the Registrable Securities sought to be registered by the Requesting Holders creates a significant risk that the price per unit or share the Company will derive from such registration will be adversely affected, then the Company will include in such registration statement such number of Shares or securities as the Company, the Requesting Holders and such Registering Holders are so advised can be sold in such offering without such an effect (the "Combined Maximum Number"), as follows and in the following order of priority: (i) first, such number of Shares or securities of the Company as the managing underwriter shall have determined, and (ii) second, if the number of Shares or securities sought to be registered under clause (i) is less than the Combined Maximum Number, Shares or securities sought to be registered by each other such party *pro rata* in proportion to the number of Shares or securities sought to be registered by all such parties, which, when added to the number of Shares or securities to be registered by the Company, equals the Combined Maximum Number.

4. Registration Procedures.

(a) Each registration statement filed pursuant to Section 2 hereof shall provide for a firm commitment underwritten offering. The Company agrees to use its best efforts to effect or cause such registration statement to permit the sale of the Registrable Securities covered thereby by the Holders thereof in accordance with the intended method or methods of distribution thereof described in such registration statement. In connection with any registration of any Registrable Securities pursuant to Section 2 or 3 hereof, the Company shall, as soon as reasonably possible:

(i) use its best efforts to cause the registration statement filed for purposes of such registration to become effective as soon as reasonably possible thereafter;

(ii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus included therein as may be necessary to effect and maintain the effectiveness of such registration statement as may be required by the applicable rules and regulations of the Commission and the instructions applicable to the form of such registration statement, and furnish to the holders of the Registrable Securities covered thereby copies of any such supplement or amendment prior to its being used and/or filed with the Commission; and comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities to be included in such registration statement;

(iii) provide (A) the Holders of the Registrable Securities to be included in such registration statement, (B) the underwriters (which term, for purposes of this Agreement, shall include a person deemed to be an underwriter within the meaning of Section 2(11) of the Securities Act), if any, thereof, (C) the sales or placement agent, if any, therefor, (D) one counsel for such underwriters or agent, and (E) not more than one counsel for all the Holders of such Registrable Securities, the opportunity to participate in the preparation of such registration statement, each prospectus included therein or filed with the Commission, and each amendment or supplement thereto;

(iv) for a reasonable period prior to the filing of such registration statement, and throughout the period specified above, make available for inspection by the parties referred to in Section 4(a)(iii) above such financial and other information and books and records of the Company, and cause the officers, directors, employees, counsel and independent certified public accountants of the Company, to respond to such inquiries, as shall be reasonably necessary, in the judgment of the respective counsel referred to in such section, to conduct a reasonable investigation within the meaning of the Securities Act, *provided, however*, that each such party shall be required to maintain in confidence and not to disclose to any other Person any information or records reasonably designated by the Company in writing as being confidential, until such time as (a) such information becomes a matter of public record (whether by virtue of its inclusion in such registration statement or otherwise), or (b) such party shall be required so to disclose such information pursuant to the subpoena or order of any court or other governmental agency or body having jurisdiction over the matter, or (c) such information is required to be set forth in such registration statement or the prospectus included therein or in an amendment to such registration statement or an amendment or supplement to such prospectus in order that such registration statement, prospectus, amendment or supplement, as the case may be, does not include an untrue statement of a material fact or omit to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and provided, further, that the Company need not make such information available, nor need it cause any officer, director or employee to respond to such inquiry, unless each such Holder of Registrable Securities to be included in a registration statement hereunder and such counsel, upon the Company's request, execute and deliver to the Company an undertaking to substantially the same effect contained in the preceding proviso;

(v) promptly notify the Holders of Registrable Securities to be included in a registration statement hereunder, the sales or placement agent, if any, therefor and the managing underwriter of the securities being sold and confirm such advice in writing, (A) when such registration statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to such registration statement or any post-effective amendment, when the same has become effective, (B) of any comments by the Commission and by the Blue Sky or securities commissioner or regulator of any state with respect thereto or any request by the Commission for amendments or supplements to such registration statement or the prospectus or for additional information, (C) of the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or the initiation of any proceedings for that purpose, (D) if at any time the representations and warranties of the Company contemplated by Section 6 below cease to be true and correct in all material respects, (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, or (F) if it shall be the case, at any time when a prospectus is required to be delivered under the Securities Act, that such registration statement, prospectus, or any document incorporated by reference in any of the foregoing contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(vi) use its best efforts to obtain the withdrawal of any order suspending the effectiveness of such registration statement or any post-effective amendment thereto at the earliest practicable date;

(vii) if requested by any managing underwriter or underwriters, any placement or sales agent or any Holder of Registrable Securities to be included in a registration statement, promptly incorporate in a prospectus, prospectus supplement or post-effective amendment such information as is required by the applicable rules and regulations of the Commission and as such managing underwriter or underwriters, such agent or such Holder may reasonably specify should be included therein relating to the terms of the sale of the Registrable Securities included thereunder, including, without limitation, information with respect to the number of Registrable Securities being sold by such Holder or agent or to such underwriters, the name and description of such Holder, the offering price of such Registrable Securities and any discount, commission or other compensation payable in respect thereof, the purchase price being paid therefor by such underwriters and with respect to any other terms of the offering of the Registrable Securities to be sold in such offering; and make all required filings of such prospectus, prospectus supplement or post-effective amendment promptly after notification of the matters to be incorporated in such prospectus, prospectus supplement or post-effective amendment;

(viii) furnish to each Holder of Registrable Securities to be included in such registration statement hereunder, each placement or sales agent, if any, therefor, each underwriter, if any, thereof and the counsel referred to in Section 4(a)(iii) an executed copy of such registration statement, each such amendment and supplement thereto (in each case excluding all exhibits and documents incorporated by reference) and such number of copies of the registration statement (excluding exhibits thereto and documents incorporated by reference therein unless specifically so requested by such holder, agent or underwriter, as the case may be) of the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus), in conformity with the requirements of the Securities Act, as such Holder, agent, if any, and underwriter, if any, may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holder sold by such agent or underwritten by such underwriter and to permit such Holder, agent and underwriter to satisfy the prospectus delivery requirements of the Securities Act; and the Company hereby consents to the use of such prospectus and any amendment or supplement thereto by each such Holder and by any such agent and underwriter, in each case in the form most recently provided to such party by the Company, in connection with the offering and sale of the Registrable Securities covered by the prospectus (including such preliminary and summary prospectus) or any supplement or amendment thereto;

(ix) use its best efforts to (A) register or qualify the Registrable Securities to be included in such registration statement under such other securities laws or blue sky laws of such jurisdictions (to be limited to a maximum of 20) to be designated by the Holders of a majority of such Registrable Securities and each placement or sales agent, if any, therefor and underwriter, if any, thereof, as any Holder and each underwriter, if any, of the securities being sold shall reasonably request, (B) keep such registrations or qualifications in effect and comply with such laws so as to permit the continuance of offers, sales and dealings therein in such jurisdictions for so long as may be necessary to enable such Holder, agent or underwriter to complete its distribution of the Registrable Securities pursuant to such registration statement and (C) take any and all such actions as may be reasonably necessary or advisable to enable such Holder, agent, if any, and underwriter to consummate the disposition in such jurisdictions of such Registrable Securities; provided, however, that the Company shall not be required for any such purpose to (1) qualify generally to do business as a foreign company or a broker-dealer in any jurisdiction wherein it would not otherwise be required to qualify but for the requirements of this Section 4(a)(ix), (2) subject itself to taxation in any such jurisdiction or (3) consent to general service of process in any such jurisdiction; and provided, further, that the Company may, at its option, use its best efforts to register or qualify such Registrable Securities only in such jurisdictions, and to take only such other actions, as may be required by the underwriting agreement relating to such offering;

(x) use its best efforts to obtain the consent or approval of the FCC and each other governmental agency or authority required to effect such registration or the offering or sale in connection therewith or to enable the Holder or Holders of Registrable Securities to be included in a registration statement to offer, or to consummate the disposition of their Registrable Securities;

(xi) cooperate with the Holders of the Registrable Securities to be included in a registration statement hereunder and the managing underwriters to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates shall be printed, lithographed or engraved, or produced by any combination of such methods, on steel engraved borders and which shall not bear any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters may request at least two business days prior to any sale of the Registrable Securities;

(xii) provide a CUSIP number for all Registrable Securities, not later than the effective date of the registration statement;

(xiii) enter into one or more underwriting agreements, engagement letters, agency agreements, "best efforts" underwriting agreements or similar agreements, as appropriate, and take such other actions in connection therewith as the Requesting Holders of at least a majority of the Registrable Securities being sold shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(xiv) whether or not an agreement of the type referred to in the preceding subsection is entered into and whether or not any portion of the offering contemplated by such registration statement is an underwritten offering or is made through a placement or sales agent or any other entity, (A) make such representations and warranties to the Requesting Holders of such Registrable Securities and the placement or sales agent, if any, therefor and the underwriters, if any, thereof in form, substance and scope as are customarily made in connection with any offering of equity securities pursuant to any appropriate agreement and/or to a registration statement filed on the form applicable to such registration statement; (B) obtain an opinion of counsel to the Company in customary form and covering such matters, of the type customarily covered by such an opinion, as the managing underwriters, if any, and as the Requesting Holders of at least a majority of such Registrable Securities may reasonably request, addressed to such Requesting Holders and the placement or sales agent, if any, therefor and the underwriters, if any, thereof and dated the effective date of such registration statement (and if such registration statement contemplates an underwritten offering of a part or all of the Registrable Securities, dated the date of the closing under the underwriting agreement relating thereto) (it being agreed that the matters to be covered by such opinion shall include, without limitation, the due organization of the Company, and its subsidiaries, if any; the qualification of the Company, and its subsidiaries, if any, to transact business as foreign companies; the due authorization, execution and delivery of this Agreement and of any agreement of the type referred to in Section 4(a)(xiii) hereof; the due authorization, valid issuance, and the fully paid status of the Shares of the Company; the absence of material legal or governmental proceedings involving the Company; the absence to the knowledge of such counsel of a breach by the Company or its subsidiaries of, or a default under, agreements binding the Company or any subsidiary; the absence of governmental approvals required to be obtained in connection with the registration statement, the offering and sale of the Registrable Securities, this Agreement or any agreement of the type referred to in Section 4(a)(xiii) hereof; the compliance as to form of such registration statement and any documents incorporated by reference therein with the requirements of the Securities Act; the effectiveness of such registration statement under the Securities Act; and, as of the date of the opinion and of the registration statement or most recent post-effective amendment thereto, as the case may be, the absence, to the knowledge of such counsel, from such registration statement and the prospectus included therein, as then amended or supplemented, and from the documents incorporated by reference therein of an untrue statement of a material fact or the omission to state therein a material fact necessary to make the statements therein not misleading (in case of such documents, in the light of the circumstances existing at the time that such documents were filed with the Commission under the Exchange Act)); (C) obtain a "cold" comfort letter or letters from the independent certified public accountants of the Company addressed to the Requesting Holders and the placement or sales agent, if any, therefor and the underwriters, if any, thereof, dated (I) the effective date of such registration statement and (II) the effective date of any prospectus supplement to the prospectus included in such registration statement or post-effective amendment to such registration statement which includes unaudited or audited financial statements as of a date or for a period subsequent to that of the latest such statements included in such prospectus (and, if such registration statement contemplates an underwritten offering pursuant to any prospectus supplement to the prospectus included in such registration statement or post-effective amendment to such registration statement which includes unaudited or audited financial statements as of a date or for a period subsequent to that of the latest such statements included in such prospectus, dated the date of the closing under the underwriting agreement relating thereto), such letter or letters to be in customary form and covering such matters of the type customarily covered by letters of such type; (D) deliver such documents and certificates, including officers' certificates, as may be reasonably requested by Requesting Holders of at least a majority of the Registrable Securities being sold and the placement or sales agent, if any, therefor and the managing underwriters, if any, thereof to evidence the accuracy of the representations and warranties made pursuant to clause (A) above or those contained in Section 6 hereof and the compliance with or satisfaction of any agreements or conditions contained in the underwriting agreement or other agreement entered into by the Company; and (E) undertake such obligations relating to expense reimbursement, indemnification and contribution as are provided in Sections 5 and 7 hereof;

(xv) notify in writing each Holder of Registrable Securities of any proposal by the Company to amend or waive any provision of this Agreement pursuant to Section 10(g) hereof and of any amendment or waiver effected pursuant thereto, each of which notices shall contain the text of the amendment or waiver proposed or effected, as the case may be;

(xvi) in the event that any broker-dealer registered under the Exchange Act shall be an "Affiliate" (as defined in Schedule E to the By-Laws of the National Association of Securities Dealers, Inc. ("NASD")) of the Company and such broker-dealer shall underwrite, participate as a Holder of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of such Schedule) of any Registrable Securities, whether as a Requesting Holder of such Registrable Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, or in the event that any such broker-dealer shall participate in the offering contemplated by such registration statement and in which it is intended that more than 10% of the net offering proceeds, not including underwriting compensation, are to be paid thereto or to associated or affiliated persons of such broker-dealer, or Holders of the immediate families of such persons, assist such broker-dealer in complying with the requirements of such Schedule, including, without limitation, by (A) engaging a "qualified independent underwriter" (as defined in such Schedule) to participate in the preparation of the registration statement relating to such Registrable Securities, to exercise usual standards of due diligence in 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 a price of such Registrable Securities, (B) indemnifying such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 7 hereof, and (C) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of the Rules of Fair Practice of the NASD; and

(xvii) engage to act on behalf of the Company with respect to the Registrable Securities to be so registered a registrar and transfer agent having such duties and responsibilities (including, without limitation, registration of transfers and maintenance of stock registers) as are customarily discharged by such an agent, and to enter into such agreements and to offer such indemnities as are customary in respect thereof; and

(xviii) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission, and make available to its Holders, as soon as practicable but in any event not later than 18 months after the effective date of such registration statement, an earnings statement covering a period of at least twelve months which shall satisfy the provisions of Section 6(a) of the Securities Act (including, at the option of the Company, pursuant to Rule 158 thereunder).

(b) In the event that the Company would be required, pursuant to Section 4(a)(v)(F) above, to notify the Requesting Holders of Registrable Securities included in a registration statement hereunder, the sales or placement agent, if any, and the managing underwriters, if any, of the securities being sold, the Company shall prepare and furnish to each such Holder, to each such agent, if any, and to each underwriter, if any, a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to the purchasers of Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing. Each Requesting Holder agrees that upon receipt of any notice from the Company pursuant to Section 4(a)(v)(F) hereof, such Requesting Holder shall forthwith discontinue the distribution of Registrable Securities pursuant to the registration statement applicable to such Registrable Securities until such Requesting Holder shall have received copies of such amended or supplemented registration statement or prospectus, and if so directed by the Company, such Requesting Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Requesting Holder's possession of the prospectus covering such Registrable Securities at the time of receipt of such notice.

(c) The Company may require each Requesting Holder of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding such Requesting Holder and such Holder's method of distribution of such Registrable Securities as the Company may from time to time reasonably request in writing but only to the extent that such information is required in order to comply with the Securities Act. Each such Requesting Holder agrees to notify the Company as promptly as practicable of any inaccuracy or change in information previously furnished by such Requesting Holder to the Company or of the occurrence of any event in either case as a result of which any prospectus relating to such registration contains or would contain an untrue statement of a material fact regarding such Requesting Holder or the distribution of such Registrable Securities or omits to state any material fact regarding such Requesting Holder or the distribution of such Registrable Securities required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly to furnish to the Company any additional information required to correct and update any previously furnished information or required so that such prospectus shall not contain, with respect to such Requesting Holder or the distribution of such Registrable Securities, 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 in light of the circumstances then existing.

5. Registration Expenses.

The Company agrees to bear and to pay or cause to be paid promptly upon request being made therefor all expenses incident to the Company's performance of or compliance with this Agreement, including, without limitation, (a) all Commission and any NASD registration and filing fees and expenses, (b) all fees and expenses in connection with the qualification of the Registrable Securities for offering and sale under the State securities and blue sky laws referred to in Section 4(a)(ix) hereof, including reasonable fees and disbursements of one counsel for the placement or sales agent or underwriters in connection with such qualifications, (c) all expenses relating to the preparation, printing, distribution and reproduction of each registration statement required to be filed hereunder, each prospectus included therein or prepared for distribution pursuant hereto, each amendment or supplement to the foregoing, the certificates representing the Registrable Securities and all other documents relating hereto, (d) messenger and delivery expenses, (e) fees and expenses of any registrar and transfer agent, (f) internal expenses (including without limitation, all salaries and expenses of the Company's officers and employees performing legal or accounting duties), (g) fees, disbursements and expenses of counsel and independent certified public accountants of the Company (including the expenses of any opinions or "cold" comfort letters required by or incident to such performance and compliance), (h) with respect to primary and combined offerings, fees, disbursements and expenses of any "qualified independent underwriter" engaged pursuant to Section 4(a)(xvi) hereof, (i) fees, disbursements and expenses of one counsel (in an amount not to exceed $15,000 for any one registration statement) for the Holders of Registrable Securities retained in connection with such registration, as selected by the Holders of at least a majority of the Registrable Securities being registered (which counsel shall be reasonably satisfactory to the Company), and (j) fees, expenses and disbursements of any other persons, including special experts, retained by the Company in connection with such registration (collectively, the "Registration Expenses"). To the extent that any Registration Expenses are incurred, assumed or paid by any Requesting Holders or any placement or sales agent or underwriter therefor, the Company shall reimburse such person for the full amount of the Registration Expenses so incurred, assumed or paid promptly after receipt of a request therefor. Notwithstanding the foregoing, the Requesting Holders of the Registrable Securities being registered shall pay all agency fees and commissions and underwriting discounts and commissions attributable to the sale of such Registrable Securities and the fees and disbursements of any counsel or other advisors or experts retained by such holders (severally or jointly), other than the counsel and experts specifically referred to above.

6. Representations and Warranties in Connection With Registration Statements.

The Company represents and warrants to, and agrees with, each Holder of Registrable Securities that:

(a) Each registration statement covering Registrable Securities and each prospectus (including any preliminary or summary prospectus) contained therein or furnished pursuant to Section 4(a)(viii) hereof and any further amendments or supplements to any such registration statement or prospectus, when it becomes effective or is filed with the Commission, as the case may be, and, in the case of an underwritten offering of Registrable Securities, at the time of the closing under the underwriting agreement relating thereto will conform in all material respects to the requirements of the Securities Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and at all times subsequent to the effective date of any such registration statement when a prospectus would be required to be delivered under the Securities Act, other than from (i) such time as a notice has been given to Requesting Holders of Registrable Securities pursuant to Section 4(a)(v)(F) hereof until (ii) such time as the Company furnishes an amended or supplemented prospectus pursuant to Section 4(b) hereof, each such registration statement, and each prospectus (including any summary prospectus) contained therein or furnished pursuant to Section 4(a)(viii) hereof, as then amended or supplemented, will conform in all material respects to the requirements of the Securities Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by a Requesting Holder of Registrable Securities expressly for use therein.

(b) Any documents incorporated by reference in any prospectus referred to in Section 6(a) hereof, when they become or became effective or are or were filed with the Commission, as the case may be, will conform or conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and none of such documents will contain or contained an untrue statement of a material fact or will omit or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided*, *however*, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by a Requesting Holder of Registrable Securities expressly for use therein.

(c) The compliance by the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, nor will such action result in any violation of the articles of organization of the Company or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body (including, but not limited to, the FCC) is required for the consummation by the Company of the transactions contemplated by this Agreement, except the registration under the Securities Act of the Registrable Securities, and such consents, approvals, authorizations, registrations or qualifications as may be required under State securities or blue sky laws in connection with the offering and distribution of the Registrable Securities.

(d) This Agreement has been duly authorized, executed and delivered by the Company.

7. Indemnification.

(a) Indemnification by the Company. Upon the registration of the Registrable Securities pursuant to Section 2 or 3 hereof, the Company shall, and hereby agrees to, indemnify and hold harmless each of the Requesting Holders of Registrable Securities to be included in such registration, and each person who participates as a placement or sales agent or as an underwriter in the offering or sale of such Registrable Securities, against any losses, claims, damages or liabilities, joint or several, to which such Requesting Holder, agent or underwriter may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such Registrable Securities were registered under the Securities Act, or any preliminary, final or summary prospectus contained therein, or any amendment 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 the Company shall, and hereby agrees to, reimburse such Requesting Holder and any such agent and such underwriter for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim; provided, however, that the Company shall not be liable to any such person in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, or preliminary, final or summary prospectus, or amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any such person expressly for use therein.

(b) Indemnification by the Holders and any Agents and Underwriters. The Company shall require, as a condition to including any Registrable Securities in any registration statement filed pursuant to Section 2 or 3 hereof and to entering into any underwriting agreement with respect thereto, that the Company shall have received an undertaking reasonably satisfactory to it from the Holder of such Registrable Securities and from each underwriter named in any such underwriting agreement, severally and not jointly, to (i) indemnify and hold harmless the Company, and all other holders of Registrable Securities, against any losses, claims, damages or liabilities to which the Company or such other Holders of Registrable Securities may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in such registration statement, or any preliminary, final or summary prospectus contained therein or furnished by the Company to any such Holder, agent or underwriter, or any amendment 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, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Requesting Holder, agent or underwriter expressly for use therein, and (ii) reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim; provided, however, that no such Requesting Holder shall be required to undertake liability to any person under this Section 7(b) for any amounts in excess of the dollar amount of the gross proceeds from the sale of such Requesting Holder's Registrable Securities pursuant to such registration.

(c) Notices of Claims, Etc. Promptly after receipt by an indemnified party under subsection (a) or (b) above of written notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party pursuant to the indemnification provisions of or contemplated by this Section 7, notify such indemnifying party in writing of the commencement of such action; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under the indemnification provisions of or contemplated by Subsection (a) or (b) hereof. In case any such action shall be brought against any indemnified party and it shall notify an indemnifying party of the commencement thereof, such indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, such indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. An indemnified party may nevertheless employ counsel to represent and defend it, but the indemnifying party 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 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 indemnifying party first posts a bond or other security satisfactory to the indemnified party sufficient to cover the full amount of the proposed settlement).

(d) Contribution. Each party hereto agrees that, if for any reason the indemnification provisions contemplated by Section 7(a) or Section 7(b) are unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such loss, claims, damages or liabilities (or actions in respect thereof), in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party in connection with the statements or omission which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or by such indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7(d) were determined by pro rata allocation (even if the Holders or any agents or underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 7(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages, or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7(d), no Requesting Holder shall be required to contribute any amount in excess of the amount by which the dollar amount of the proceeds received by such Requesting Holder with respect to the sale of any Registrable Securities (after deducting any fees, discounts and commissions applicable thereto) exceeds the amount of any damages which such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, and no underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Registrable Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 6(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Requesting Holders' and any underwriters' obligations in this Section 7(d) to contribute shall be several in proportion to the principal amount of Registrable Securities registered or underwritten, as the case may be, by them and not joint.

(e) The indemnification, contribution and reimbursement of expenses obligations set forth in Sections 5 and 7 hereof and each other provision set forth in this Section 7 shall remain in full force and effect regardless of any investigation (or statement as to the result thereof) made by or on behalf of any Requesting Holder, any director, officer or partner or such Requesting Holder, any underwriter, any director, officer or partner of such underwriter, or any controlling person of any of the foregoing and shall survive the transfer and registration of shares of Registrable Securities by such Requesting Holder.

(f) The obligations of the Company under this Section 7 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each officer, director and partner of each Holder, agent and underwriter and each person, if any, who controls any Requesting Holder, agent or underwriter within the meaning of the Securities Act; and the obligations of the Requesting Holders and any agents or underwriters contemplated by this Section 7 shall be in addition to any liability which the respective Requesting Holder or underwriter may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his consent, is named in any registration statement as about to become a director of the Company), and to each person, if any, who controls the Company within the meaning of the Securities Act.

8. Underwritten Offerings.

(a) Selection of Underwriters. For each underwritten offering for the sale of Registrable Securities pursuant to Section 2 hereof, the managing underwriter or underwriters thereof shall be designated by the Holders of at least a majority of the Registrable Securities to be included in such offering, provided that such designated managing underwriter or underwriters is or are reasonably acceptable to the Company.

(b) Participation by Requesting Shareholders. No Requesting Holder of Registrable Securities may participate in any underwritten offering hereunder unless such Requesting Holder (i) agrees to sell such Requesting Holder's Registrable Securities on the basis 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.

9. Rule 144.

The Company covenants with the Holders of Registrable Securities that during any period to the extent it shall be required to do so under the Exchange Act, the Company shall timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including, but not limited to, the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c) (1) of Rule 144 adopted by the Commission under the Securities Act) and the rules and regulations adopted by the Commission thereunder, and shall take such further action as any such Holder may reasonably request, all to the extent required from time to time during such period to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Upon the request of any Holder of Registrable Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

10. Miscellaneous.

(a) No Inconsistent Agreements. The Company covenants and agrees that it shall not grant registration rights with respect to any class of Shares or any other securities, or enter into any other agreements, contracts or understandings, which would be inconsistent with the terms contained in this Agreement. The Company is not currently a party to any agreement with respect to any of its equity or debt securities granting any registration rights to any person.

(b) Specific Performance. The parties hereto and each party in interest in accordance with Section 10(d) hereof acknowledge that there may be no adequate remedy at law if any party fails to perform any of its obligations hereunder and that each party may be irreparably harmed by any such failure, and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of any other party under this Agreement in accordance with the terms and conditions of this Agreement, in any court of the United States or any State thereof having jurisdiction.

(c) Notices. All notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, if delivered personally or by courier (including, without limitation by Federal Express or similar service), or three days after being deposited in the mail (registered or certified mail, postage prepaid, return receipt requested) or by telecopier facsimile when confirmation of transmittal is received (provided that a copy of any such communication shall also be delivered as soon as practicable by another means herein provided) as follows: If to the Company, to it at 100 Crystal Run Road, Middletown, New York 10941, Attention: Manager; with copy to Cooperman Levitt Winikoff Lester & Newman, P.C., 800 Third Avenue, New York, New York 10022, Attention: Robert L. Winikoff, Esq.; and if to a Holder, to the address of such Holder set forth in the records of the Company, or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

(d) Parties in Interest. (i) All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and assigns of the parties hereto, including, without limitation, the Existing Transferees. If any transferee of any Holder shall acquire shares of Registrable Securities, in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities, such person shall be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement. If the Company shall so request, any such successor or assign shall agree in writing to acquire and hold the Registrable Securities, subject to all of the terms hereof.

(ii) The Existing Transferees of Rocco B. Commisso are: James Carey; Calvin Craib; Lawrence Dema; Bruce Gluckman; Richard Hale; John Pascarelli; Frank Rizzi; Mark Stephan; Elizabeth Terwilliger; Joseph Van Loan; Brian Walsh; William Wegener; and Italia Commisso Weinand.

(iii) The Existing Transferees of Morris Communications Corporation are: Susie Morris Baker; Craig S. Mitchell; J. Tyler Morris; and Will S. Morris IV.

(e) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(f) Headings. The descriptive headings of the several Sections and paragraphs of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Entire Agreement; Amendments. This Agreement and the other writings referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements and understandings between the parties or any of them with respect to its subject matter, including, without limitation, the Original Agreement. This Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument duly executed by the Company and the Holders of at least a majority of the Registrable Securities at the time outstanding (excluding as holders for purposes of such calculation Rocco B. Commisso, the Company and each other person controlling, controlled by or under common control with Rocco B. Commisso). Each Holder of any Registrable Securities at the time or thereafter outstanding shall be bound by any amendment or waiver authorized by this Section 10(h), whether or not such Registrable Securities shall have been marked to indicate such consent.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Inspection. For so long as this Agreement shall be in effect, this Agreement and a complete list of the names and addresses of all the Holders of Registrable Securities shall be made available for inspection and copying on any business day by any Holder of Registrable Securities at the offices of the Company at the address thereof set forth in Section 10(c) above.

11. FCC Matters.

The parties to this Agreement hereby acknowledge that the Company is subject to the regulatory jurisdiction of the FCC pursuant to which, inter alia, certain actions that may be taken pursuant to the provisions hereof may be subject to obtaining the prior consent of the FCC; certain reports may be required to be filed with the FCC; and certain other actions may be required to be taken by the Company from time to time to assure the Company's compliance, at all times, with the alien ownership and other requirements of the Communications Act and the rules, regulations, policies and orders of the FCC. Accordingly, notwithstanding anything to the contrary contained in this Agreement or any of the documents executed pursuant hereto, the parties will not take any action pursuant to this Agreement or any such related documents which would result in an assignment of an FCC License or the transfer of control of the holder of an FCC License, whether de facto or de jure, if such assignment of license or transfer of control would require under then existing law, the prior approval of the FCC, without first obtaining such approval. In addition, with respect to any report, application, notice, response or other form or document which the Company is required to file with the FCC, or any other actions which are required to be taken by the Company or by the parties, the Company and each party hereto agree to cooperate in good faith and use all reasonable efforts to assure compliance by the Company with the Communications Act and all rules, regulations, policies and orders of the FCC promulgated thereunder. Without limiting the generality of the foregoing, the Company and each party hereto agree to cooperate in good faith and use all reasonable efforts to make filings with the FCC or any court of competent jurisdiction to procure interpretations, waivers, orders or other action or advice from the FCC to satisfy the requirements of the Communications Act and all rules, regulations, orders and policies of the FCC. The Company agrees that all documents, records and other information obtained from any party hereto in connection with any such filing shall be held in strict confidence and that, except as necessary to be in compliance with the Communications Act and all rules, regulations, policies and orders of the FCC, such information shall not be disclosed to any third party or otherwise used by the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed as of the date first written above.

MEDIACOM COMMUNICATIONS CORPORATION

By:____
Name: Rocco B. Commisso
Title: Chief Executive Officer

Holders:

BMO FINANCIAL, INC.

By:____
Name:
Title:

CB CAPITAL INVESTORS, L.P.

By:____
Name:
Title: General Partner

CHASE MANHATTAN CAPITAL, L.P.

By:____
Name:
Title: General Partner

Rocco B. Commisso

MORRIS COMMUNICATIONS CORPORATION

By:____

Name:

Title:

PRIVATE MARKET FUND, L.P.

By:____

Name:

Title:

U.S. INVESTOR, INC.

By:____

Name: Ralph H. Booth II

Title: President

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Thomas W. Keaveney

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Scott W. Seaton

Exhibit 10.9

MEDIACOM COMMUNICATIONS CORPORATION

1999 EMPLOYEE STOCK PURCHASE PLAN

The following constitute the provisions of the 1999 Employee Stock Purchase Plan of Mediacom Communications Corporation.

1. Purpose

The purpose of the Plan is to provide employees of the Company and its Designated Subsidiaries with an opportunity to purchase Common Stock of the Company through accumulated payroll deductions. It is the intention of the Company to have the Plan qualify as an Employee Stock Purchase Plan under Section 423 of the Internal Revenue Code of 1986, as amended. The provisions of the Plan, accordingly, shall be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

2. Definitions

For purposes of this Plan, the following terms with initial capital letters shall have the following meanings:

"Board" shall mean the Board of Directors of the Company.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Common Stock" shall mean the Class A common stock of the Company, $0.01 par value per share.

"Company" shall mean Mediacom Communications Corporation and any of its Designated Subsidiaries.

"Compensation" shall mean all gross earnings and commissions, and shall include payments for overtime, shift premium, incentive compensation, incentive payments, bonuses and other compensation, but in each case only to the extent such compensation is paid in cash.

"Designated Subsidiary" shall mean any Subsidiary on the date this Plan is adopted by the Board..

"Employee" shall mean any individual who is an Employee of the Company for tax purposes whose customary employment with the Company is at least twenty (20) hours per week and more than five (5) months in any calendar year. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company. Where the period of leave exceeds 90 days and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the 91st day of such leave.

"Enrollment Date" shall mean the date upon which an Employee duly elects to participate in the Plan in accordance with the terms hereof, provided that such Enrollment Date shall not be latter than 30 days following the first day of the Initial Offering Period.

"Exercise Date" shall mean the last Trading Day of each Offering Period.

"Fair Market Value" shall mean, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq National Market or The Nasdaq SmallCap Market of The Nasdaq Stock Market, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean of the closing bid and asked prices for the Common Stock on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable;

(iii) In the absence of an established market for the Common Stock, the Fair Market Value thereof shall be determined in good faith by the Board; or

(iv) For purposes of the Participation Commencement Date , the Fair Market Value shall be the initial price to the public as set forth in the final prospectus included within the registration statement in Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Company's Common Stock (the Registration Statement).

"Offering Periods" shall mean the four (4) consecutive periods of approximately six (6) months, each Offering Period concluding on its Exercise Date, during which an option granted pursuant to the Plan may be exercised. The first Offering Period under the Plan shall commence with the date on which the Securities and Exchange Commission declares the Company's Registration Statement effective and end on the last Trading Day prior to August 1, 2000. The duration and timing of Offering Periods may be changed pursuant to Section 4 of this Plan.

"Participation Commencement Date" shall mean the commencement date of the first Offering Period.

"Plan" shall mean this 1999 Employee Stock Purchase Plan.

"Purchase Price" shall mean 85% of the Fair Market Value of a share of Common Stock on the Participation Commencement Date or on the Exercise Date, whichever is lower; provided however, that the Purchase Price may be adjusted by the Board pursuant to Section 20.

"Reserves" shall mean the number of shares of Common Stock covered by each option under the Plan which have not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under the Plan but not yet placed under option.

"Subsidiary" shall mean a corporation or other entity, domestic or foreign, of which not less than 50% of the voting shares or equity interests are held by the Company or a Subsidiary, whether or not such corporation or entity now exists or is hereafter organized or acquired by the Company or a Subsidiary.

"Trading Day" shall mean a day on which national stock exchanges and the Nasdaq System are open for trading.

3. Eligibility

(a) Any Employee who shall be employed by the Company on the Participation Commencement Date shall participate in the Plan unless such Employee fails to enroll in the Plan in accordance with the terms hereof not later than 30 days following the first day of the Initial Offering Period.

(b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan

(i) to the extent that, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Subsidiary, or

(ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of the Company and its subsidiaries accrues at a rate which exceeds Twenty-Five Thousand Dollars ($25,000) worth of stock (determined at the fair market value of the shares at the time such option is granted) for each calendar year in which such option is outstanding at any time.

4. Offering Periods

The Plan shall be implemented by consecutive Offering Periods with a new Offering Period commencing approximately six months following the commencement of the previous Offering Period, or on such other date as the Board shall determine, and continuing thereafter until terminated in accordance with Section 20 hereof; provided, however, that the first Offering Period under the Plan shall commence on the date on which the Securities and Exchange Commission declares the Company's Registration Statement effective and end on the last Trading Day prior to

August 1, 2000. The Board shall have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future offerings without shareholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

5. Participation

(a) All participants in the Plan shall confirm and continue their participation by completing a Subscription Agreement/Enrollment Form authorizing payroll deductions in the form provided by the Company and filing such form with the Company's payroll office within 30 days after the Participation Commencement Date. Any Employee who fails to complete and file with the Company's payroll office a Subscription Agreement/Enrollment Form within such 30 day period shall no longer be able to participate in the Plan following the expiration of such 30 day period.

(b) Payroll deductions for a participant shall commence on the first payroll period ending on or after the fifth business day following the participant's delivery to the Company's payroll office of a completed, executed Subscription Agreement/Enrollment Form and shall end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the participant as provided in Section 10 hereof.

6. Payroll Deductions

(a) At the time a participant files his or her Subscription Agreement/ Enrollment Form, he or she shall elect to have payroll deductions made on each pay day during the Offering Period after the Enrollment Date in an amount not less than 1% and not exceeding fifteen percent (15%) of the Compensation which he or she receives on each pay day during the Offering Period up to a maximum aggregate deduction of $21,250.

(b) All payroll deductions made for a participant shall be credited to his or her account under the Plan and shall be withheld in whole percentages only, unless the participant wishes to reduce his/her contribution to the minimum amount of $10 and still remain in the Plan. A participant may not make any additional payments into such account.

(c) A participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, or may increase or decrease the rate of his or her payroll deductions during the Offering Period by completing or filing with the Company a new Subscription Agreement/Enrollment Form authorizing a change in his/her payroll deduction rate. A participant is limited to one (1) participation rate change during any Offering Period. The Board may, in its discretion, further limit the number of participation rate changes during any Offering Period. The change in rate shall be effective with the first full payroll period following five (5) business days after the Company's receipt of the new subscription agreement unless the Company elects to process a given change in participation more quickly. The minimum payroll deduction is $10.00 A change in participation rate that reduces the payroll deduction below $10.00 will be deemed to be a withdrawal from the Plan as provided in Section 10 hereof. A participant's Subscription Agreement/

Enrollment Form shall remain in effect for successive Offering Periods unless terminated as provided in Section 10 hereof.

(d) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(b) hereof, a participant's payroll deductions may be decreased to zero percent (0%) at any time during an Offering Period, in which case the participant will no longer be eligible to participate in the plan.

(e) At the time the option is exercised, in whole or in part, or at the time some or all of the Company's Common Stock issued under the Plan is disposed of, the participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but shall not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by the Employee.

7. Grant of Option

On the Participation Commencement Date each eligible Employee shall be granted an option to purchase on each Exercise Date during such Offering Period (at the applicable Purchase Price) up to a number of shares of the Company's Common Stock determined by dividing such Employee's payroll deductions accumulated prior to such Exercise Date and retained in the Participant's account as of the Exercise Date by the applicable Purchase Price; provided that in no event shall an Employee be permitted to purchase during each Offering Period more than 2,000 shares of the Company's Common Stock (subject to any adjustment pursuant to Section 19), and provided further that such purchase shall be subject to the limitations set forth in Sections 3(b) and 12 hereof. The Board may, for future Offering Periods, increase or decrease, in its absolute discretion, the maximum number of shares of the Company's Common Stock an Employee may purchase during each Offering Period of such Offering Period. Exercise of the option shall occur as provided in Section 8 hereof, unless the participant has withdrawn pursuant to Section 10 hereof. The option shall expire on the last day of the Offering Period.

8. Exercise of Option

(a) Unless a participant fails to enroll as provided in Section Section 5 hereof, or withdraws from the Plan as provided in Sections 6(c) or 10 hereof, his or her option for the purchase of shares shall be exercised automatically on the Exercise Date, and the maximum number of full and fractional shares subject to option shall be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions in his or her account. During a participant's lifetime, a participant's option to purchase shares hereunder is exercisable only by him or her.

(b) If the Board determines that, on a given Exercise Date, the number of shares with respect to which options are to be exercised may exceed either (i) the number of shares of Common stock that were available for sale under the Plan on the Participation Commencement Date of the applicable Offering Period, or (ii) the number of shares available for sale under the Plan on such Exercise Date, the Board, in its sole discretion, may provide that

(x) the Company shall make a pro rata allocation of the shares of Common Stock available for purchase on such Participation Commencement Date or Exercise Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all participants exercising options to purchase Common Stock on such Exercise Date, and continue all Offering Periods then in effect, or

(y) the Company shall make a pro rata allocation of the shares available for purchase on such Participation Commencement Date or Exercise Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all participants exercising options to purchase Common Stock on such Exercise Date, and terminate any or all Offering Periods then in effect pursuant to Section 20 hereof. The Company may make pro rata allocation of the shares available on the Participation Commencement Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares for issuance under the Plan by the Company's shareholders subsequent to such Participation Commencement Date.

9. Delivery

As promptly as practicable after each Exercise Date on which a purchase of shares occurs, the Company shall arrange the delivery to each participant, as appropriate, a confirmation representing the shares purchased upon exercise of his or her option.

10. Withdrawal

(a) A participant may withdraw all but not less than all the payroll deductions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by giving written notice to the Company on a form made available to participants for such purpose. All of the participant's payroll deductions credited to his or her account shall be paid to such participant promptly after receipt of notice of withdrawal and such participant's option for the current and future Offering Periods shall be automatically terminated, and no further payroll deductions for the purchase of shares shall be made for such Offering Periods.

(b) A participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan which may hereafter be adopted by the Company.

11. Termination of Employment

Upon a participant's ceasing to be an Employee, for any reason, he or she shall be deemed to have elected to withdraw from the Plan and the payroll deductions credited to such participant's account during the Offering Period but not yet used to exercise the option shall be returned to such participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and such participant's option shall be automatically terminated. The preceding sentence notwithstanding, a participant who receives payment in lieu of notice of termination of employment shall be treated as continuing to be an Employee for the participant's customary number of hours per week of employment during the period in which the participant is subject to such payment in lieu of notice.

12. Interest

No interest shall accrue on the payroll deductions of a participant in the Plan.

13. Stock

(a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 19 hereof, the maximum number of shares of the Company's Common Stock which shall be made available for sale under the Plan shall be one million (1,000,000) shares of Class A of Common Stock.

(b) The participant shall have no interest or voting right in shares covered by his option until such option has been exercised.

(c) Shares to be delivered to a participant under the Plan shall be registered in the name of the participant or in the name of the participant and his or her spouse unless such shares are maintained in a Company account maintained by Salomon Smith Barney ("SSB"). Such shares will be registered in SSB's name but will be accounted for in the participant's name.

14. Administration

The Plan shall be administered by the Board or a committee of members of the Board appointed by the Board. The Board or its committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or its committee shall, to the full extent permitted by law, be final and binding upon all parties.

15. Designation of Beneficiary

(a) A participant may file a written designation of a beneficiary who is to receive any shares and cash, if any, from the participant's account under the Plan in the event of such participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such participant of such shares and cash. In addition, a participant may file a written designation of a beneficiary who is to receive any cash from the participant's account under the Plan in the event of such participant's death prior to exercise of the option. If a participant is married and the designated beneficiary is not the spouse, spousal consent shall be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the participant at any time by written notice. In the event of the death of a participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company shall deliver such shares and/or cash to the executor or administrator of the estate of the participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

16. Transferability

Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 15 hereof) by the participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 10 hereof.

17. Use of Funds

All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

18. Reports

Account balances shall be maintained for each participant in the Plan. Statements of account shall be given to participating Employees at least annually, which statements shall set forth the amounts of payroll deductions, the Purchase Price, the number of shares purchased and the remaining cash balance, if any.

19. Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Sale of Assets of the Company

(a) Changes in Capitalization

Subject to any required action by the shareholders of the Company, the Reserves, the maximum number of shares each participant may purchase each Offering Period (pursuant to Section 7), as well as the price per share and the number of shares of Common Stock covered by each option under the Plan which has not yet been exercised shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been effected without receipt of consideration. Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

(b) Dissolution or Liquidation

In the event of the proposed dissolution or liquidation of the Company, the Offering Period then in progress shall be shortened by setting a new Exercise Date (the New Exercise Date), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Board. The New Exercise Date shall be before the date of the Company's proposed dissolution or liquidation. The Board shall notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the participant's option has been changed to the New Exercise Date and that the participant's option shall be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

(c) Merger or Sale of Asset

In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, any Offering Periods then in progress shall be shortened by setting a new Exercise Date (the New Exercise Date) and any Offering Periods then in progress shall end on the New Exercise Date. The New Exercise Date shall be before the date of the Company's proposed sale or merger. The Board shall notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the participant's option has been changed to the New Exercise Date and that the participant's option shall be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

20. Amendment or Termination

(a) The Board of Directors of the Company may at any time and for any reason terminate or amend the Plan. Except as provided in Section 19 hereof, no such termination can affect options previously granted, provided that an Offering Period may be terminated by the Board of Directors on any Exercise Date if the Board determines that the termination of the Offering Period or the Plan is in the best interests of the Company and its shareholders. Except as provided in Section 19 and this Section 20 hereof, no amendment may make any change in any option theretofore granted which adversely affects the rights of any participant. To the extent necessary to comply with Section 423 of the Code (or any successor rule or provision or any other applicable law, regulation or stock exchange rule), the Company shall obtain shareholder approval in such a manner and to such a degree as required.

(b) Without shareholder consent and without regard to whether any participant rights may be considered to have been adversely affected, the Board (or its committee) shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable which are consistent with the Plan.

(c) In the event the Board determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(i) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;

(ii) shortening any Offering Period so that Offering Period ends on a new Exercise Date, including an Offering Period underway at the time of the Board action; and

(iii) allocating shares.

Such modifications or amendments shall not require shareholder approval or the consent of any Plan participants.

21. Notices

All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. Conditions Upon Issuance of Shares

(a) Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

23. Term of Plan

The Plan shall become effective upon the earlier to occur of its adoption by the Board of Directors or its approval by the shareholders of the Company. It shall continue in effect for a term of ten (10) years thereafter unless sooner terminated under Section 20 hereof.

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

February 2, 2000

Exhibit 23.2

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

Denver, Colorado

January 28, 2000

Exhibit 23.3

CONSENT OF INDEPENDENT ACCOUNTANTS

The Board of Directors
Cablevision Systems Corporation

We consent to the inclusion of our report dated March 20, 1998, on the consolidated balance sheets of U.S. Cable Television Group, L.P. and subsidiaries as of December 31, 1997 and 1996, and the related consolidated statements of operations and partners' capital (deficiency) and cash flows for the year ended December 31, 1997, and for the periods from January 1, 1996 to August 12, 1996, and August 13, 1996 to December 31, 1996, in the registration statement on Amendment No. 3 to Form S-1 and related prospectus of Mediacom Communications Corporation. We also consent to the inclusion of our report dated April 1, 1997, except as to Note 11 which is as of January 23, 1998, on the consolidated balance sheets of U.S. Cable Television Group, L.P. and subsidiaries as of December 31, 1996 and 1995 and the related consolidated statements of operations and partners' capital (deficiency) and cash flows for the periods from January 1, 1996 to August 12, 1996, and August 13, 1996 to December 31, 1996, and for the years ended December 31, 1995 and 1994, in the registration statement on Amendment No. 3 to Form S-1 and related prospectus of Mediacom Communications Corporation and to the reference to our firm under the heading "Experts" in the registration statement and related prospectus. Such reports include an explanatory paragraph related to a change in cost basis of the consolidated financial information as a result of a redemption of certain limited and general partnership interests effective August 13, 1996.

/s/ KPMG LLP

Melville, New York

January 28, 2000