

**Before the
TENNESSEE REGULATORY AUTHORITY**

Application of)
)
MCC Telephony of the South, LLC)
)
for Authority to Provide)
Competitive Local Exchange and)
Interexchange Telecommunications)
Services in the State of Tennessee)

Docket No. _____

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**APPLICATION OF
MCC TELEPHONY OF THE SOUTH, LLC**

MCC Telephony of the South, LLC (“Applicant”, “Company” or “MCC Telephony”), by its attorneys and pursuant to Tenn. Code Ann. Sec. 65-4-201, Chapter 1220-4-8-.02, and all other relevant Rules and Regulations of the Tennessee Regulatory Authority (“TRA”), respectfully requests that the TRA grant it a Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange and interexchange telecommunications services in the State of Tennessee. The Company respectfully requests that this Application be given expedited treatment. In support thereof, Applicant provides the following information:

THE APPLICANT

1. MCC Telephony is a limited liability company organized under the laws of Delaware.

The Company’s principal office is located at:

100 Crystal Run Road
Middletown, NY 10941
Telephone (845) 695-2600
Facsimile (845) 695-2669

A copy of MCC Telephony's Articles of Formation and its operating agreement are attached at **Exhibit A**. A copy of the Company's registration with the Tennessee Secretary of State as a foreign limited liability company is attached hereto as **Exhibit B**.

2. MCC Telephony is a wholly-owned subsidiary of MCC Telephony, LLC, a Delaware limited liability company (and its sole member) which, in turn, is a wholly-owned subsidiary of Mediacom Communications Corporation ("Mediacom"), a publicly held Delaware corporation, with its principal office and place of business located at:

100 Crystal Run Road
Middletown, NY 10941

Mediacom, through its operating subsidiaries, provides a full range of cable, telecommunications and Internet services to residential and business consumers across the nation. A diagram showing the corporate structure of Mediacom and its subsidiaries is provided as **Exhibit C**.

3. MCC Telephony's officers and directors are listed as follows:

Calvin Craib	President
JR Walden	Secretary
Michael Rahimi	Treasurer
Charles Bartolotta	Director
Italia Commisso-Weinand	Director
Brian Walsh	Director

All of the above mentioned officers and directors may be reached at the following address:

100 Crystal Run Road
Middletown, NY 10941
Telephone (845) 695-2600

Materials describing the professional history of these officers, as well as their specific managerial and technical expertise with respect to telecommunications operations are included in **Exhibit D**.

4. MCC Telephony is authorized for the provision of competitive telecommunications services in Alabama, Kentucky and Mississippi. Applicant is filing for similar authority in North Carolina more or less concurrent with this application. In addition, the Company holds blanket authority from the Federal Communications Commission for domestic interstate services and provides its customers with access to international services upon request. Affiliated Mediacom operating subsidiaries provide competitive local and long distance services in 12 states.¹

DESIGNATED CONTACTS

5. The designated contacts for this application is:

H. LaDon Baltimore
Farrar & Bates, L.L.P.
211 Seventh Avenue North, Suite 500
Nashville, Tennessee 37219
Telephone: (615) 254-3060
Facsimile: (615) 254-9835
Email: don.baltimore@farrar-bates.com

and

Winafred Brantl
KELLEY, DRYE AND WARREN, LLP
3050 K Street, NW, Suite 400
Washington, D.C. 20036
Telephone: (202) 342-8819
Facsimile: (202) 342-8451
Email: wbrantl@kelleydrye.com

¹ Currently these are: California, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Maryland, Minnesota, Missouri, South Dakota and Wisconsin. Applications are being filed on behalf of MCC Telephony affiliates for similar authority in Arizona, Kansas, Ohio and Virginia.

Copies of all notices, correspondence and orders in connection with this application should also be sent to the Applicant's regulatory contact:

Anne Sokolin-Maimon
Vice President Regulatory Affairs
MEDIACOM COMMUNICATIONS CORPORATION
100 Crystal Run Road
Middletown, NY 10941
Telephone (845) 695-2610
Facsimile (845) 695-2669
amaimon@mediacomcc.com

6. Copies of all correspondence, notice, inquiries and orders, as well as telephone and/or email inquiries in connection with the following concerns, should be directed to the Company's designated contacts:

Consumer issues, including billing issues:

Charles Bartolotta
Senior Vice President of Enterprise Solutions & Field Service Operations
MEDIACOM COMMUNICATIONS CORPORATION
100 Crystal Run Road
Middletown, NY 10941
Telephone: (845) 695-2695
Facsimile: (845) 695-2719
Email: cbartolotta@mediacomcc.com

Technical service quality issues:

JR Walden, Senior Vice President, Technology
MEDIACOM COMMUNICATIONS CORPORATION
100 Crystal Run Road
Middletown, NY 10941
Telephone: (845) 695-2680
Facsimile: (845) 294-4751
Email: jrwalden@mediacomcc.com

Customer complaint issues:

James McKnight
Staff Attorney
MEDIACOM COMMUNICATIONS CORPORATION
100 Crystal Run Road
Middletown, NY 10941
Telephone: (845) 695-2636
Facsimile: (845) 695-2669
Email: jmcknight@mediacomcc.com

Tariff and pricing issues:

Anne Sokolin-Maimon
Vice President Regulatory Affairs
MEDIACOM COMMUNICATIONS CORPORATION
100 Crystal Run Road
Middletown, NY 10941
Telephone (845) 695-2610
Facsimile (845) 695-2669
amaimon@mediacomcc.com

Specific questions regarding Tennessee operations should be directed to:

Mike Brose
MEDIACOM COMMUNICATIONS CORPORATION
2195 Ingersoll Avenue, 3rd Floor
Des Moines, IA 50312
Telephone: 515-246-6156
mbrose@mediacomcc.com

7. The Company's registered agent in Tennessee is:

CT Corporation System
800 S. Gay Street
Suite 2021
Knoxville, TN 37929

DESCRIPTION OF AUTHORITY REQUESTED

8. By this Application, MCC Telephony seeks authority from the TRA to operate as a competitive local exchange and interexchange service provider throughout the State of Tennessee. Initially, MCC Telephony proposes to offer residential voice services as well as a range of dedicated private line and other high-capacity services for enterprise customers. MCC Telephony anticipates that its initial service offering to Tennessee consumers will consist of:

- Voice Services for Residential and small Business Customers

Local and long distance calling with a full menu of calling features and exceptionally user-friendly voicemail services.

- Network Services for larger Enterprise Customers
Dedicated private line communications infrastructure for high-bandwidth, voice, video and data networks
- Exchange Access Services for Carrier Customers
Originating and terminating switched access services for the transmission of voice, data or video/image information.

QUALIFICATIONS OF THE APPLICANT

9. As demonstrated below, Applicant is well-qualified managerially, technically and financially to provide the proposed competitive telecommunications services.

Managerial & Technical

10. MCC Telephony is led by highly qualified individuals with significant experience in the development and operations of a telecommunications company. This breadth of experience will enable MCC Telephony to provide its Tennessee customers with advanced, state-of-the-art network technology and highly competitive service offerings. Under the guidance of this top-caliber management, Mediacom subsidiaries, including the Applicant, maintain successful telecommunications services operations in 15 states. Accumulated expertise and strategic acumen in the telecommunications industry make MCC Telephony's management team well-qualified to operate its local exchange and interexchange operations in Tennessee. Specific details of the business and technical experience of Applicant's officers and management personnel are attached as ***Exhibit D***.

11. Neither the Company, nor its personnel, affiliates, or officers has been subject to a judgment or sanctions by the Federal Communications Commission, state regulatory agency, or any court for failure to comply with laws, rules, regulations, or orders relating to the provision of telecommunications services.

Financial

12. MCC Telephony has access to ample capital to compete effectively in the market to provide telecommunications services in Tennessee. Through its ultimate parent, Mediacom, Applicant has sufficient resources to provide the services described above in Tennessee and in other markets. Mediacom Communications is the nation's seventh largest cable television company. Through its subsidiaries, Mediacom offers a vast range of broadband products and services, including digital television, high-speed data access, telephone service, traditional video services and other next generation communications and entertainment services. Through September of 2009, Mediacom reported annual revenues of approximately \$1.0 billion. Moreover, Mediacom is demonstrably committed to providing its operating subsidiaries, including MCC Telephony, with sufficient financing for their start-up expenses and continuing operational needs. Finally, because MCC Telephony initially will operate using facilities leased on an as-needed basis rather than engaging in an aggressive deployment of its own equipment, the required investment of funds is considerably less substantial.

13. As a privately held limited liability company, MCC Telephony does not have audited financial statements at this time nor does the Company issue annual reports or submit any financial filings to the Securities and Exchange Authority. To demonstrate the Applicant's financial resources, the 2008 SEC Form 10-K report and most recent SEC Form 10-Q filing of MCC Telephony's parent, Mediacom, are submitted as **Exhibit E**.

14. Pursuant to TRA application guidelines, the Company's projected financial statements and capital expenditures budget are provided as **Exhibit F**. Because this information represents sensitive financial data and its availability to competitors may cause real harm to the Company's

Tennessee operations, MCC Telephony submits this material as **confidential and proprietary** information and requests appropriate treatment by the TRA.

15. Pursuant to TCA §65-4-125, the Company is submitting a surety bond in the amount of \$20,000. See *Exhibit K*.

Customer Service

16. Applicant will bill all of its end-user customers directly. MCC Telephony does not intend to utilize a billing agent, a “billing clearinghouse,” or other outside entity to issue bills to its customers. All bills sent to end-user customers will bear the Company’s name and provide a toll-free number for customer inquiries and complaints.

17. MCC Telephony anticipates that its toll free number for Tennessee customer contact regarding billing and service order issues will be 1- 866-777-1670. Calls regarding technical support and repair issues may be directed to 1-866-746-7306.

18. Customers may contact the Company with billing and technical issues twenty four (24) hours a day, seven (7) days a week by using the toll free numbers provided in Paragraph 17. In addition, customers may access assistance for any billing questions or general customer inquiries on-line via www.mediacomcc.com. And, of course, customers may contact the Company in writing at:

Customer Service
MEDIACOM COMMUNICATIONS CORPORATION
100 Crystal Run Road
Middletown, NY 10941

SMALL AND MINORITY BUSINESS PLAN

19. Applicant’s Small and Minority Business Plan is attached as *Exhibit G*.

DIALING PARITY PLAN

20. The Company's proposed Dialing Parity Plan is attached as *Exhibit H*.

NUMBERING ISSUES

21. MCC Telephony does not anticipate substantial use of numbers in its initial Tennessee operations. The Company projects that it will require no more than one (1) NXX per rate center to meet its needs one year out. MCC Telephony expects to request 5 NXX's to serve its initial footprint. At this time, the Company expects to establish itself initially in the 931 NPA. MCC Telephony will sequentially assign numbers within NXX's. MCC Telephony will adhere to all applicable state and federal guidelines for telephone # conservation and utilization reporting. The Company will assign numbers from its assigned NXX blocks in sequential order for new services activations only. In cases where new MCC Telephony customers are moving from another carrier to the Company for services, MCC Telephony will institute a default process to port in the existing number for the new customer. When an existing MCC Telephony customer chooses to move services to another provider, the Company will support porting of the number to the winning carrier. Finally, the Company will initiate a request for new NXX's only after an assigned block reaches 50% utilization.

TENNESSEE SPECIFIC OPERATIONAL ISSUES

22. The Company's initial service offering consists of a flat-rated bundle, including unlimited local and interexchange calling. No distance sensitive charges are applied to intrastate long distance calls. Consequently, customers' calls within each county will not incur toll charges. However, if the Company should ever provide a service to Tennessee customers which applies distance sensitive charges to intrastate calls, it will comply with the requirements of TCA Section 65-21-114,.

23. MCC Telephony is aware of the county-wide calling database maintained by BellSouth and should the Company offer a service which applies distance-sensitive charges to customer calls, it will utilize this service or will in some other manner ensure that its billing complies with the countywide calling requirements. Similarly, MCC Telephony is aware of the local calling area database maintained by BellSouth. Should the Company, at any future time, apply distance sensitive charges to Tennessee customers' calls, it will implement billing system changes to ensure that these charges are not applied to calls within a metro calling area.

24. As noted above, the person responsible for working with the TRA for resolving customer complaints is:

James McKnight
Staff Attorney
MEDIACOM COMMUNICATIONS CORPORATION.
100 Crystal Run Road
Middletown, NY 10941
Telephone: (845) 695-2636
Facsimile: (845) 695-2669
Email: jmcknight@mediacomcc.com

25. Applicant intends to utilize a variety of marketing strategies in Tennessee and may include telemarketing services among these. The Company is aware of Tennessee's telemarketing statutes and regulations. In the event that the Company uses telemarketing to advertise its services in Tennessee, it will ensure that that this operation complies fully with Tennessee requirements as well as applicable federal laws.

TRA Checklist for Competing Telecommunications Service Provider Applicants Information:

26. In accordance with Section VIII of the TRA's Checklist for Competing Telecommunications Service Provider Applicants, MCC Telephony submits the following:

- (a) Pre-filed Testimony of Calvin Craib, submitted as ***Exhibit I***.
- (b) Applicant will file tariffs subsequent to approval of this Application and prior to commencing services within the State of Tennessee. An informational tariff is appended as ***Exhibit J***.
- (c) MCC Telephony is in the process of applying for Certificates in the following jurisdiction(s):

North Carolina
- (d) Applicant has not been involved in a pertinent merger or acquisition.
- (e) Applicant will not require customer deposits. Should the Company, at some future time, begin to require deposits from its Tennessee customers, it will do so consistent with state laws and will submit an appropriate bond in connection therewith.
- (f) Applicant has not had any complaints lodged against it by any federal or state regulatory agency.
- (g) The Company may decide to offer its voice and data telecommunications services in areas served by incumbent carriers with fewer than 100,000 lines. The Company notes that the Tennessee Attorney General has opined that Tenn. Code Ann. Section 65-4-201(d), which previously served to protect from competition incumbent telephone carriers with fewer than 100,000 access lines in the state, is no longer valid or enforceable. See Attorney General Opinion No. 01-036.
- (h) Applicant has served notice of this application to the eighteen (18) incumbent local exchange companies in Tennessee. See ***Exhibit L*** for the list.

REQUESTED REGULATORY TREATMENT

27. Applicant hereby agrees to abide by all applicable statutes and all applicable Orders, Rules, and regulations entered and adopted by the Authority. The Company will comply with all rules and regulations governing the provision of dialtone or voice grade service. As a competitive provider of telecommunications services in Tennessee Applicant respectfully

requests that it be subject to the same streamlined regulatory treatment applicable to other competitive carriers.

PUBLIC INTEREST

28. A decision by the Authority granting MCC Telephony authority to provide competitive local and interexchange telecommunications services in Tennessee is in the public interest. MCC Telephony's participation in the market for telecommunications services in Tennessee will promote consumer choice by expanding the availability of innovative, high quality, reliable and competitively-priced telecommunications services. As demonstrated within this Application, MCC Telephony meets the criteria established by the legislature and this Authority for a license to provide competitive local exchange and interexchange services. Indeed, the Company is well qualified to provide these services and Tennessee consumers will receive the benefits of downward pressure on prices, increased choice, improved quality of service and customer responsiveness, innovative service offerings, and access to increasingly advanced telecommunications technology. Additionally, the market incentives for new and existing providers of telecommunications services will be improved through an increase in the diversity of suppliers and competition within the intrastate telecommunications market. Finally, these benefits to competition will be realized without any adverse effects whatsoever upon either Tennessee consumers or other telecommunications providers operating in the State.

WHEREFORE, Applicant respectfully requests that the TRA grant it a Certificate of Public Convenience and Necessity to provide competitive local exchange and interexchange telecommunications services in the State of Tennessee.

Respectfully submitted,

MCC TELEPHONY OF THE SOUTH, LLC

By: H. LaDon Baltimore

H. LaDon Baltimore
Farrar & Bates, L.L.P.
211 Seventh Avenue North, Suite 500
Nashville, Tennessee 37219-1823
Telephone: (615) 254-3060
Facsimile: (615) 254-9835

Winafred R. Brantl
KELLEY, DRYE AND WARREN, LLP
3050 K Street, NW, Suite 400
Washington, D.C. 20007
Telephone: (202) 342-8819

Facsimile: (202) 342-8451

Its Counsel

Dated: 12/29/2009

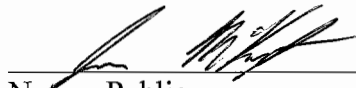
VERIFICATION

I, Calvin Craib, am President of MCC Telephony of the South, LLC. I am authorized to represent it and to make this verification on the Company's behalf. The statements in the foregoing application, except as otherwise specifically attributed, are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.



Subscribed and sworn to before me this 18th day of
December 2009.



Notary Public

James McKnight
Notary Public, State of New York
Qualified in Orange County
Commission Expires 9/28/2013

My Commission expires: _____

EXHIBIT A

**ARTICLES OF FORMATION
OPERATING AGREEMENT**

LIMITED LIABILITY COMPANY AGREEMENT

OF

MCC TELEPHONY OF THE SOUTH, LLC

This Limited Liability Company Agreement (this "Agreement") of MCC Telephony of the South, LLC, dated and effective as of January 1, 2008, is entered into by MCC Telephony, LLC, as the sole member (the "Member").

WHEREAS, MCC Telephony of the South, Inc. (the "Corporation"), was formed as a Delaware corporation on December 8, 2005;

WHEREAS, by unanimous written consent, the board of directors of the Corporation adopted a resolution adopting and approving the conversion of the Corporation to a limited liability company and this Agreement, and recommending the approval of such conversion and this Agreement to the sole stockholder of the Company, pursuant to Section 266 of the General Corporation Law of the State of Delaware (the "GCL");

WHEREAS, by written consent, the sole stockholder of the Corporation approved the conversion of the Corporation to a limited liability company and this Agreement pursuant to Section 266 of the GCL;

WHEREAS, on the date hereof, the Corporation was converted to a limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act (6 Del. C. § 18-101 *et seq.*), as amended from time to time (the "Act"), and Section 266 of the GCL pursuant to the filing with the Secretary of State of the State of Delaware of a Certificate of Conversion to Limited Liability Company and a Certificate of Formation (the "Conversion"); and

WHEREAS, pursuant to this Agreement and the Conversion, the sole stockholder became a member of the Company, the shares of capital stock in the Corporation were converted into limited liability company interests in the Company, and the sole stockholder of the Corporation became the owner of all of the limited liability company interests in the Company.

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, *et seq.*), as amended from time to time (the "Act"), and hereby agrees as follows:

1. **Name.** The name of the limited liability company formed hereby is MCC Telephony of the South, LLC (the "Company").

2. **Conversion.** Effective as of the time of the Conversion, (i) the Certificate of Incorporation of the Corporation, as amended, and the By-Laws of the Corporation, as amended, are replaced and superseded in their entirety by this Agreement, (ii) all of the shares of capital stock in the Corporation held by the sole stockholder of the Corporation immediately prior to the Conversion are converted into all of the limited liability company interests in the Company, (iii) the sole stockholder of the Corporation is automatically admitted to the Company as the sole member of the Company, (iv) all certificates evidencing shares of capital stock in the Corporation issued by the Corporation and outstanding immediately prior to the Conversion shall be surrendered to the Company, and (v) the Corporation is being continued without dissolution in the form of a Delaware limited liability company.

3. **Certificates.** Bruce Gluckman is hereby designated an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation and Certificate of Conversion of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation and Certificate of Conversion with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member is hereby authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) (i) to be filed in the office of the Secretary of State of the State of Delaware, or (ii) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

4. **Purposes.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

5. **Powers.** In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:

(a) Acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) Act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

(c) Take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary,

including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

(d) Operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(e) Borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

(f) Invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

(g) Prepay, in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

(h) Enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

(i) Employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

(j) Enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

(k) Do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

6. **Principal Business Office.** The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

7. **Registered Office.** The address of the registered office of the Company in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, in the County of New Castle, Delaware 19801.

8. **Registered Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, in the County of New Castle, Delaware 19801.

9. **Members.** The name and the mailing address of the Member are as follows:

Name
MCC Telephony LLC

Address
100 Crystal Run Road
Middletown, NY 10941

10. **Limited Liability.** Except as otherwise required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

11. **Capital Contributions.** The Member is admitted as a member of the Company upon its execution and delivery of this Agreement. The amount the member paid for its Shares of capital stock of the Corporation is the amount the member is deemed to have contributed to the Company.

12. **Additional Contributions.** The Member is not required to make any additional capital contribution to the Company. However, the Member may at any time make additional capital contributions to the Company.

13. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated solely to the Member.

14. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

15. **Management.** In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Notwithstanding any other provision of this Agreement, the Member has the authority to bind the Company and is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity.

16. **Officers.** The Member may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the GCL, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 16 may be revoked at any time by the Member. An Officer may be removed with or without cause by the Member.

17. **Other Business.** Notwithstanding any duty otherwise existing at law or in equity, the Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

18. **Exculpation and Indemnification.** No Member or Officer shall be liable to the Company or any person or entity bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the full extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 18 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

19. **Assignments.** The Member may at any time assign in whole or in part its limited liability company interest in the Company. The transferee shall be admitted to the Company as a member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section 19, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

20. **Resignation.** The Member may at any time resign from the Company. If the Member resigns pursuant to this Section 20, an additional member shall

be admitted to the Company, subject to Section 21 hereof, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

21. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

22. **Dissolution.**

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (as defined in Sections 18-101 and 18-304 of the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. **Separability of Provisions.** Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

24. **Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. **Amendments.** This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

27. **Sole Benefit of Member.** Except as expressly provided in Section 18, the provisions of this Agreement (including Section 12) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

MCC Telephony, LLC

By: 

Name: Calvin Craib

Title: President

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MCC TELEPHONY OF THE SOUTH, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTH DAY OF DECEMBER, A.D. 2005, AT 6:53 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "MCC TELEPHONY OF THE SOUTH, INC.".



4073859 8100H

060848968

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5107996

DATE: 10-11-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:55 PM 12/08/2005
FILED 06:53 PM 12/08/2005
SRV 051002070 - 4073859 FILE

Certificate of Incorporation

of

MCC Telephony of the South, Inc.

The undersigned, acting as the incorporator of the corporation hereby being formed under the General Corporation Law of the State of Delaware, certifies that:

FIRST: The name of the Corporation (hereinafter called the "Corporation") is:

MCC Telephony of the South, Inc.

SECOND: The address of the registered office of the corporation in the State of Delaware is Corporation Trust Center 1209 Orange Street, Wilmington, in the County of New Castle, Delaware 19801; and the name of the registered agent of the Corporation in the State of Delaware at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, and to have and exercise all the powers conferred by the laws of the State of Delaware upon corporations formed under the General Corporations Law of the State of Delaware.

FOURTH: The number of shares which the corporation shall have the authority to issue is 1,000, all of which consist of Common Stock, par value \$0.01.

FIFTH: The name and mailing address of the incorporator are as follows:

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

SIXTH: The corporation is to have perpetual existence.

SEVENTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware.

EIGHTH: The corporation shall, to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law of the State of Delaware, 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 Bylaw, agreement, vote of the stockholders, or disinterested directors or otherwise, both as to action in his or her 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 person.

Signed on: December 8, 2005

/s/ James McKnight
James McKnight, Incorporator

Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "MCC TELEPHONY OF THE SOUTH, LLC" FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2007, AT 10:52 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF JANUARY, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4073859 8100V

071364401

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6278884

DATE: 01-02-08

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:52 AM 12/27/2007
FILED 10:52 AM 12/27/2007
SRV 071364401 - 4073859 FILE

CERTIFICATE OF FORMATION

OF

MCC TELEPHONY OF THE SOUTH, LLC

This Certificate of Formation of MCC Telephony of the South, LLC (the "LLC"), dated as of December 17, 2007, has been duly executed and is being filed by Bruce Gluckman, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

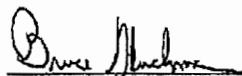
FIRST. The name of the limited liability company formed hereby is MCC Telephony of the South, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, in the County of New Castle, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, in the County of New Castle, Delaware 19801.

FOURTH. This Certificate of Formation shall be effective on January 1, 2008.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.



Name: Bruce Gluckman
Authorized Person

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "MCC TELEPHONY OF THE SOUTH, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "MCC TELEPHONY OF THE SOUTH, INC." TO "MCC TELEPHONY OF THE SOUTH, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2007, AT 10:52 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF JANUARY, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4073859 8100V

071364401

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6278884

DATE: 01-02-08

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:52 AM 12/27/2007
FILED 10:52 AM 12/27/2007
SRV 071364401 - 4073859 FILE

**CERTIFICATE OF CONVERSION TO LIMITED LIABILITY COMPANY
OF
MCC TELEPHONY OF THE SOUTH, INC.
TO
MCC TELEPHONY OF THE SOUTH, LLC**

This Certificate of Conversion to Limited Liability Company, dated as of December 17, 2007, has been duly executed and is being filed by MCC Telephony of the South, Inc., a Delaware corporation (the "Company"), and by an authorized person of MCC Telephony of the South, LLC, a Delaware limited liability company (the "LLC"), to convert the Company to the LLC under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) and the General Corporation Law of the State of Delaware (8 Del. C. § 101, et seq.) (the "GCL").

1. The Company's name when it was originally incorporated and immediately prior to the filing of this Certificate of Conversion to Limited Liability Company was MCC Telephony of the South, Inc.
2. The Company filed its original certificate of incorporation with the Secretary of State of the State of Delaware and was first incorporated on December 8, 2005, in the State of Delaware, and was incorporated in the State of Delaware immediately prior to the filing of this Certificate of Conversion to Limited Liability Company.
3. The name of the LLC into which the Company shall be converted as set forth in its certificate of formation is MCC Telephony of the South, LLC, a Delaware limited liability company.
4. The conversion of the Company to the LLC has been approved and adopted in accordance with the provisions of Sections 228 and 266 of the GCL.
5. The conversion of the Company to the LLC shall be effective on January 1, 2008.

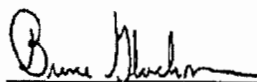
IN WITNESS WHEREOF, the undersigned have executed this Certificate of Conversion
to Limited Liability Company as of the date first-above written.

MCC Telephony of the South, Inc.

By:



Name: Calvin Craib
Title: President



Bruce Gluckman
Authorized Person

EXHIBIT B

TENNESSEE QUALIFICATION TO DO BUSINESS



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CAPITAL FILING SERVICE, INC.

October 1, 2009

8161 Hwy. 100, 172
Nashville, TN 37221 USA

Request Type: Certificate of Existence/Authorization
Request #: 0000279

Issuance Date: 10/01/2009
Copies Requested: 1

Receipt #: 2214
Filing Fee: \$20.00

Regarding: MCC TELEPHONY OF THE SOUTH, LLC
Filing Type: Limited Liability Company - Foreign
Charter/Qualification Date: 01/23/2008
Status: Active
Duration Term: Perpetual

Control #: 568650
Date Formed: 01/02/2008
Jurisdiction: Delaware
Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that

MCC TELEPHONY OF THE SOUTH, LLC

* is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;

- * has filed the most recent corporation annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed an Application for Certificate of Withdrawal.

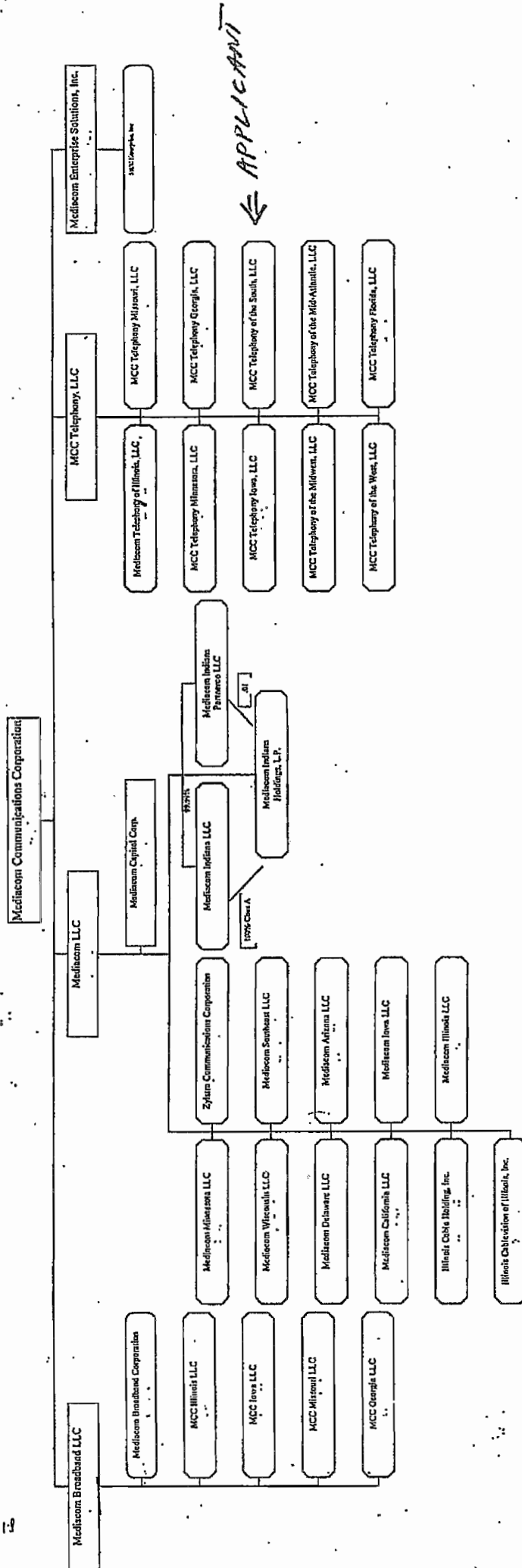
Tre Hargett, Secretary of State
Business Services Division

EXHIBIT C

CORPORATE STRUCTURE

Mediacom Communications Corporation Organizational Chart

13



← APPLICATION

EXHIBIT D

MANAGERIAL & TECHNICAL BACKGROUND

Calvin Craib

President – MCC Telephony of the South, LLC

Senior Vice President, Corporate Finance and Business Development – Mediacom

Calvin Craib, President of MCC Telephony of the South, LLC, has 27 years of experience in the cable industry, and has served as Mediacom's Senior Vice President, Business Development since August 2001. He also assumed responsibility of Corporate Finance in June 2008. Prior to that time, Mr. Craib was Mediacom's Vice President, Business Development since April 1999. Before joining the Company in April 1999, he served as Vice President, Finance and Administration for Interactive Marketing Group from June 1997 to December 1998 and as Senior Vice President, Operations, and Chief Financial Officer for Douglas Communications from January 1990 to May 1997. Prior to that time, Mr. Craib served in various financial management capacities at Warner Amex Cable and Tribune Cable.

Michael Rahimi

Treasurer, MCC Telephony of the South, LLC

Senior Vice President of Marketing and Consumer Services – Mediacom

Michael Rahimi has 34 years of experience in the cable industry. Mr. Rahimi joined Mediacom in Jan 2004, as Senior Vice President of Marketing and Consumer Services. Prior to joining Mediacom, Mr. Rahimi owned his own consulting and production company for eight years. In addition, Mr. Rahimi spent seven years with Time Warner Cable, eight years with Group W Cable and three years with Bell Atlantic and NYNEX Video Service groups. As noted, Mr. Rahimi serves as Treasurer for the Applicant.

Charles J. Bartolotta

Director, MCC Telephony of the South, LLC

Senior Vice President of Enterprise Solutions & Field Service Operations – Mediacom

Charles J. Bartolotta has 26 years of experience in the cable industry. Before joining us in October 2000, Mr. Bartolotta served as Division President for AT&T Broadband, LLC from July 1998, where he was responsible for managing an operating division serving nearly three million customers. Prior to that time, he served as Regional Vice President of Tele-Communications, Inc. from January 1997 and as Vice President and General Manager for TKR Cable Company from 1989. Prior to that time, Mr. Bartolotta held various management positions with Cablevision Systems Corporation.

Technical Expertise

Joseph Selvage

Vice President, IP Network Engineering – Mediacom

Joseph Selvage has 30 years of experience in the cable industry managing new technology and engineering initiatives for some of the nation's largest MSO's. He has served as Vice President of IP Network Engineering since June of 2004. Joe and his team have built Mediacom's OneNet backbone network covering 14 states and supporting over 90% of Mediacom's customers with Voice, Video, and Data. Prior to that time Mr. Selvage served as Sr. Dir Advanced Technology and lead the deployment of VOD, HSD, and Telephony for Mediacom. Previous to Mediacom, Joe spent 19 years with Adelphia as Dir of Systems Engineering and Lead Architect. He was responsible for all HFC, Fiber Optic, and Backbone engineering.

J.R. Walden

Secretary, MCC Telephony of the South, LLC
Senior Vice President, Technology – Mediacom

JR Walden has 13 years of experience in the cable industry and 20 years of experience in Internet and Telecommunications technology. He has served as our Senior Vice President, Technology since February 2008. Prior to that time, Mr. Walden was our Group Vice President, IP Services since July 2004. He helped found the Internet business at Mediacom and led technical efforts for the Company's expansion into telephone service. Before joining us in October 1998, Mr. Walden worked in the defense research industry holding various positions with the Department of Defense and associated contractors like Comarco and Science Applications International Corporation.

EXHIBIT E

FINANCIAL QUALIFICATIONS

FORM 10-K AND FORM 10-Q

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2008

Commission File Number: 0-29227

Mediacom Communications Corporation

(Exact name of Registrant as specified in its charter)

Delaware
(State of incorporation)

06-1566067
(I.R.S. Employer
Identification Number)

100 Crystal Run Road
Middletown, New York 10941
(Address of principal executive offices)
(845) 695-2600
(Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Exchange Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Class A Common Stock, \$0.01 par value per share	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Exchange Act:

None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the Registrant is not required to file pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting Company ☐
(Do not check if a smaller reporting company)

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of June 30, 2008, the aggregate market value of the Class A common stock of the Registrant held by non-affiliates of the Registrant was approximately \$207.4 million.

As of February 28, 2009 there were outstanding 40,143,074 shares of Class A common stock and 27,001,944 shares of Class B common stock.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement for the 2008 Annual Meeting of Stockholders are incorporated by reference into Items 10, 11, 12, 13 and 14 of Part III.

MEDIACOM COMMUNICATIONS CORPORATION

2008 FORM 10-K ANNUAL REPORT

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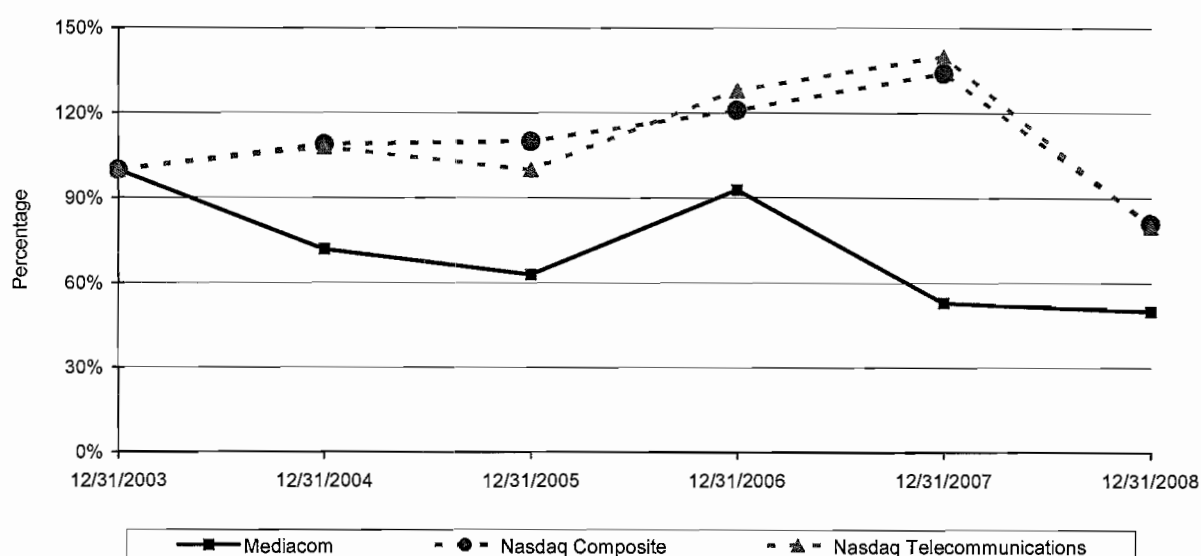
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This Annual Report on Form 10-K is for the year ended December 31, 2008. This Annual Report on Form 10-K modifies and supersedes periodic reports filed before it. The Securities and Exchange Commission ("SEC") allows us to "incorporate by reference" information that we file with them, which means that we can disclose important information to you by referring you directly to those documents. Information incorporated by reference is considered to be part of this Annual Report on Form 10-K. In addition, information that we file with the SEC in the future will automatically update and supersede information contained in this Annual Report on Form 10-K. Throughout this Annual Report on Form 10-K, we refer to Mediacom Communications Corporation as "Mediacom;" and Mediacom and its consolidated subsidiaries as "we," "us" and "our."

Performance Graph

The graph below compares the performance of our Class A common stock with the performance of the Nasdaq Global Select market composite Index and the Nasdaq Telecommunications Index (an index containing performance data of radio, telephone, telegraph, television and cable television companies) from December 31, 2003 through December 31, 2008.



	12/31/03	12/31/04	12/31/05	12/31/06	12/31/07	12/31/08
Mediacom Communications Corporation.....	100	72	63	93	53	50
Nasdaq Global Select Market Composite Index.....	100	109	110	121	134	81
Nasdaq Telecommunications Index.....	100	108	100	128	140	80

Cautionary Statement Regarding Forward-Looking Statements

You should carefully review the information contained in this Annual Report and in other reports or documents that we file from time to time with the SEC.

In this Annual Report, we state our beliefs of future events and of our future financial performance. In some cases, you can identify those so-called "forward-looking statements" by words such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of those words and other comparable words. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from historical results or those we anticipate, many of which are beyond our control. Factors that could cause actual results to differ from those contained in the forward-looking statements include, but are not limited to: competition for video, high-speed data and phone customers; our ability to

achieve anticipated customer and revenue growth and to successfully introduce new products and services; greater than anticipated effects of the current, or future, economic downturns and other factors which may negatively affect our customers' demand for our products and services; increasing programming costs and delivery expenses related to our products and services; changes in consumer preferences, laws and regulations or technology that may cause us to change our operational strategies; changes in assumptions underlying our critical accounting policies which could impact our results; our ability to generate sufficient cash flow to meet our debt service obligations; liquidity and overall instability in the credit markets which may impact our ability to refinance our debt, as our revolving credit facilities begin to expire in September 2011 and other substantial debt becomes due in 2013 and beyond, in the same amounts and on the same terms as we currently enjoy; and the other risks and uncertainties discussed in this Annual Report on Form 10-K for the year ended December 31, 2008 and other reports or documents that we file from time to time with the SEC. Statements included in this Annual Report are based upon information known to us as of the date that this Annual Report is filed with the SEC, and we assume no obligation to update or alter our forward-looking statements made in this Annual Report, whether as a result of new information, future events or otherwise, except as required by applicable federal securities laws.

PART I

ITEM 1. BUSINESS

Introduction

We are the nation's eighth largest cable company based on the number of basic video subscribers, or basic subscribers, and among the leading cable operators focused on serving the smaller cities and towns in the United States. About 55% of our basic subscribers are located within the top 50-100 television markets in the United States, with a significant concentration in the midwest and southern regions.

Over the last several years, we have introduced a compelling variety of new and advanced services to consumers made possible by investments in our interactive fiber networks, which have boosted their capacity, capability and reliability. We now offer greater choice and convenience to our customers, with a wide and deep array of advanced products and services, including video-on-demand ("VOD"), high-definition television ("HDTV"), digital video recorders ("DVR"), high-speed data ("HSD") and a feature-rich phone service. We provide the triple play bundle of video, HSD and phone over a single communications platform to substantially all of our markets, a significant advantage over most competitors in our service areas.

As of December 31, 2008, we served approximately 1.32 million basic subscribers, 643,000 digital video customers or digital customers, 737,000 HSD customers and 248,000 telephone customers, totaling 2.95 million revenue generating units ("RGUs"). We provide access to the triple play bundle to 91% of the estimated homes that our network passes. A basic subscriber is a customer who purchases one or more video services; RGUs represent the sum of basic subscribers and digital, HSD and phone customers.

We are a publicly-owned company, and our Class A common stock is listed on The Nasdaq Global Select Market under the symbol "MCCC." We were founded in July 1995 by Rocco B. Comisso, our Chairman and Chief Executive Officer, who beneficially owns shares of our Class A and B stock representing the majority of the aggregate voting power of our common stock.

Recent Developments

Share Exchange Agreement with an Affiliate of Morris Communications

On September 7, 2008, we entered into a Share Exchange Agreement (the "Exchange Agreement") with Shivers Investments, LLC ("Shivers") and Shivers Trading & Operating Company ("STOC"). Both STOC and Shivers are affiliates of Morris Communications Company, LLC ("Morris Communications"). STOC, Shivers and Morris Communications are controlled by William S. Morris III, who together with another Morris Communications representative, Craig S. Mitchell, held two seats on our Board of Directors.

On February 13, 2009, we completed the Exchange Agreement pursuant to which we exchanged 100% of the shares of stock of a wholly-owned subsidiary, which held approximately \$110 million of cash and non-strategic cable systems serving approximately 25,000 basic subscribers, for 28,309,674 shares of Mediacom Class A common stock held by Shivers Investments. As of December 31, 2008, after giving effect to the completion of this transaction, our total Class A and Class B outstanding shares were approximately 66.5 million. Effective upon closing of the transaction, Messrs. Morris and Mitchell resigned from our Board of Directors. See Note 11 to our consolidated financial statements for more information.

Available Information and Website

Our phone number is (845) 695-2600 and our principal executive offices are located at 100 Crystal Run Road, Middletown, New York 10941; our website is located at www.mediacomcc.com. Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to such reports filed with or furnished to the SEC under sections 13(a) or 15(d) of the Securities Exchange act of 1934 are made available free of charge on our website (follow the "About Us" link to the Investor Relations tab to "SEC Filings") as soon as reasonably practicable after such reports are electronically filed with or furnished to the SEC. We have also made our Code of Ethics available in the "Governance" portion of the Investor Relations tab of our website. The information on our website is not part of this Annual Report.

Description of Our Cable Systems

Overview

The following table provides an overview of selected subscriber and customer data for our cable systems for the years ended December 31:

	<u>2008</u> ⁽¹²⁾	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>
Operating Data:					
Core Video					
Estimated homes passed ⁽¹⁾	2,854,000	2,836,000	2,829,000	2,807,000	2,785,000
Basic subscribers ⁽²⁾	1,318,000	1,324,000	1,380,000	1,423,000	1,458,000
Basic penetration ⁽³⁾	46.2%	46.7%	48.8%	50.7%	52.4%
Digital Cable					
Digital customers ⁽⁴⁾	643,000	557,000	528,000	494,000	396,000
Digital penetration ⁽⁵⁾	48.8%	42.1%	38.3%	34.7%	27.2%
High Speed Data					
HSD customers ⁽⁶⁾	737,000	658,000	578,000	478,000	367,000
HSD penetration ⁽⁷⁾	25.8%	23.2%	20.4%	17.0%	13.2%
Phone					
Estimated marketable phone homes ⁽⁸⁾	2,604,000	2,550,000	2,300,000	1,450,000	—
Phone customers ⁽⁹⁾	248,000	185,000	105,000	22,000	—
Phone penetration ⁽¹⁰⁾	9.5%	7.3%	4.6%	1.5%	—
Revenue Generating Units⁽¹¹⁾	2,946,000	2,724,000	2,591,000	2,417,000	2,221,000

(1) Represents the estimated number of single residence homes, apartments and condominium units passed by the cable distribution network. Estimated homes passed is based on the best information currently available.

(2) Represents a dwelling with one or more television sets that receives a package of over-the-air broadcast stations, local access channels or certain satellite-delivered cable services. Accounts that are billed on a bulk basis, which typically receive discounted rates, are converted into full-price equivalent basic subscribers by dividing total bulk billed basic revenues of a particular system by average cable rate charged to basic subscribers in that system. This conversion method is consistent with the methodology used in determining payments made to programmers. Basic subscribers include connections to schools, libraries, local government offices and employee households that may not be charged for limited and expanded cable services, but may be charged for digital cable, HSD, phone or other services. Customers who exclusively purchase HSD and/or phone service are not counted as basic subscribers. Our methodology of calculating the number of basic subscribers may not be identical to those used by other companies offering similar services.

(3) Represents basic subscribers as a percentage of estimated homes passed.

(4) Represents customers receiving digital video services.

(5) Represents digital customers as a percentage of basic subscribers.

(6) Represents residential HSD customers and small to medium-sized commercial cable modem accounts billed at higher rates than residential customers. Small to medium-sized commercial accounts generally represent customers with bandwidth requirements of up to 20 Mbps, and are converted to equivalent residential HSD customers by dividing their associated revenues by the applicable residential rate. Customers who take our scalable, fiber-based enterprise network products and services are not counted as HSD customers. Our methodology of calculating HSD customers may not be identical to those used by other companies offering similar services.

(7) Represents the number of total HSD customers as a percentage of estimated homes passed.

(8) Represents estimated number of homes to which we offer phone service and is based upon the best information currently available.

(9) Represents customers receiving phone service.

(10) Represents the number of total phone customers as a percentage of estimated marketable phone homes.

(11) Represents the sum of basic subscribers and digital, HSD and phone customers.

(12) Does not reflect the completion of the Exchange Agreement on February 13, 2009. See Note 11 to our consolidated financial statements for more information.

Our Service Areas

Over 65% of our basic subscribers are in the top 100 television markets, commonly referred to as Nielsen Media Research designated market areas (“DMAs”), in the United States, with about 55% in the top 50-100 DMAs. Our service areas have a significant concentration in the Midwest and Southern regions, and we are the leading provider of broadband services in Iowa and the second largest in Illinois. The following table provides the largest DMAs in which we serve:

DMA Rank	Designated Market Area
3	Chicago, IL
15	Minneapolis — St. Paul, MN
36	Greenville — Spartanburg — Anderson, SC
60	Mobile, AL — Pensacola, FL (Ft. Walton, FL)
71	Des Moines — Ames, IA
74	Springfield, MO
78	Paducah, KY — Cape Girardeau, MO — Harrisburg, IL
83	Champaign & Springfield — Decatur, IL
88	Cedar Rapids — Waterloo — Iowa City & Dubuque, IA
97	Davenport, IA — Rock Island — Moline, IL

Products and Services

Video

We receive a majority of our revenues from video services; however, our reliance on video services as a source of revenue has been declining for the past several years, primarily due to increased contributions from our HSD and phone services, a trend we expect to continue. Basic subscribers and digital customers are billed on a monthly basis, and generally may discontinue services at any time. We design our channel line-ups for each system according to demographics, programming preferences, channel capacity, competition, price sensitivity and local regulation. Monthly subscription rates and related charges vary according to the type of equipment used by subscribers and types of services selected by subscribers and customers, which are described below.

Broadcast Basic Service. Our broadcast basic service includes, for a monthly fee, 12 to 20 local broadcast channels, network and independent stations, limited satellite-delivered programming and local public, government, home-shopping and leased access channels.

Family Basic Service. Our family basic service includes, for an additional monthly fee, 40 to 55 additional satellite-delivered channels such as CNN, ESPN, Lifetime, MTV, USA Network and TNT.

As of December 31, 2008, we had 1.32 million basic subscribers, representing a 46.2% penetration of estimated homes passed.

Digital Service. We currently offer several programming packages that include digital basic channels, multichannel premium services, sports channels, digital music channels, an interactive on-screen program guide and full access to our VOD library. Currently, digital customers receive up to 230 digital channels, depending on the level of service selected. A digital converter or cable card is required to receive our digital and other advanced video services. Customers pay a monthly fee for digital video service, which varies according to the level of service taken and the number of digital converters in the home. As of December 31, 2008, we had 643,000 digital customers, representing a 48.8% penetration of our basic subscribers.

Pay-Per-View Service. Our pay-per-view service allows customers to pay to view single showings of programming on an unedited, commercial-free basis, including feature films, live sporting events, concerts and other special events.

Video-On-Demand. Mediacom On Demand, our VOD service, provides on-demand access to over 4,000 movies, special events and general interest titles and is available to 87% of our digital customers. Subscription-based VOD ("SVOD") premium packages such as Starz!, Showtime and HBO are included when customers take such premium programming packages, and movies and other programming can be ordered on a first-run, pay-per-view basis. Our customers enjoy full two-way functionality, including the ability to start the programs at whatever time is convenient, as well as pause, rewind and fast forward VOD programming. Due to their limited two-way capability, direct broadcast satellite ("DBS") providers are unable to offer a similar product to customers, which gives us a competitive advantage for these services in our markets.

High-Definition Television. HDTV features high-resolution picture quality, digital sound quality and a wide-screen, theater-like display when using an HDTV set. Up to 26 high-definition ("HD") channels, including most major broadcast networks, leading national cable networks, premium channels and regional sports networks, are offered free of charge to our digital customers and represent the most widely-watched programming. We also offer over 100 HD titles on-demand, with plans to further expand our HD on-demand library in 2009.

Digital Video Recorders. We make available to our customers HDTV-capable digital converters that have video recording capability, allowing them to record and store programming for later viewing, as well as pause and rewind live television. DVR services require the use of an advanced digital converter for which we charge a monthly fee.

As of December 31, 2008, 33.2% of digital customers received DVR and/or HDTV services.

Mediacom Online

Mediacom Online, our HSD product, offers to consumers packages of competitively priced cable modem-based services, with downstream speeds of up to 20Mbps, depending on the service selected. We believe our flagship residential HSD offering, at 8Mbps, is currently the fastest Internet service in substantially all of our markets. HSD customers who take our "VIP" triple play of video, Internet and phone enjoy an upgrade to 10 Mbps downstream speeds, free of charge. Our services include interactive portal, multiple e-mail addresses, personal webspace and local community content. In 2009, we are introducing an enhanced interactive portal, featuring a single sign-on for e-mail, local channel lineups, online billing and other Mediacom Online services, as well as proprietary content including video and other features that are designed to showcase the capability of faster broadband speeds. As of December 31, 2008, we had 737,000 HSD customers, representing a 25.8% penetration of estimated homes passed.

We are now investing in equipment with DOCSIS 3.0 technology, which will allow us to offer very high-speed Internet service, commonly referred to as "wideband." We are now testing wideband service with download speeds of up to 100Mbps, and plan to selectively deploy this service in certain markets in 2009.

Mediacom Phone

Mediacom Phone is our Voice over Internet Protocol ("VoIP") phone service that offers unlimited local, regional and long-distance calling within the United States, Puerto Rico, the U.S. Virgin Islands and Canada for a flat monthly rate, including popular calling features such as Caller ID with name and number, call waiting, three-way calling and enhanced Emergency 911 dialing. Directory assistance and voice mail services are available for an additional charge, and international calling is available at competitive rates. As of December 31, 2008, we marketed phone service to about 91% of our 2.85 million estimated homes passed and served 248,000 phone customers, representing a 9.5% penetration of estimated marketable phone homes passed. Substantially all of our phone customers take multiple services from us; almost 85% take the "VIP" triple play and approximately 14% take either video or HSD service in addition to phone.

Mediacom Business Services

We provide a range of advanced data services for the commercial market. For small and medium-sized businesses, we offer several packages of HSD services that include business e-mail, webspace storage and several IP address options. Using our fiber-rich regional networks, we also design customized Internet access and data transport solutions for large businesses, including the healthcare, financial services and education markets. For wireless communication providers, we offer point-to-point circuits to carry their voice and HSD traffic.

In 2009, we are launching Mediacom Business Phone service across most of our markets, aimed at small-to-medium sized businesses. This service will allow us to package video, HSD and phone services, which will improve our competitive positioning with the local telephone companies.

Advertising

We generate revenues from selling advertising time we receive from programmers, as part of our license agreements, to local, regional and national advertisers. Our advertising sales infrastructure includes in-house production facilities, production and administrative employees and a locally-based sales workforce. In many of our markets, we have entered into agreements commonly referred to as interconnects with other cable operators to jointly sell local advertising, simplifying our clients' purchase of local advertising and expanding their geographic reach. In some of these markets, we represent the advertising sales efforts of other cable operators; in other markets, other cable operators represent us. Additionally, national and regional interconnect agreements have been negotiated with other cable system operators to simplify the purchase of advertising time by our clients.

In 2009, we plan to offer an advertising "triple-play" to businesses in our markets, combining traditional video advertising with advertising-supported VOD service and online advertising. Our advertising-supported VOD service permits interested customers to view long-form information advertisements, while allowing advertisers to track non-confidential aggregate viewing data. Our online advertising business revolves around the introduction of a new web portal, which will be introduced later this year. Businesses in our markets will have the ability to advertise to our customers through multiple platforms at competitive prices.

Marketing and Sales

We primarily focus on marketing our VIP triple play bundles, offering our customers a simple and easy way to order our products and services, the convenience of a single bill and discounted pricing compared to pricing on an individual product basis. We have enhanced our VIP offering with VIP Extra, a loyalty program rewarding customers who subscribe to the triple play with free VOD movies, faster HSD speeds and retailer discounts.

We employ a wide range of sales channels to reach current and potential customers, including direct marketing tactics such as direct mail, outbound telemarketing, door-to-door sales and field technician sales. We have substantially increased our direct door-to-door sales staff recently to expand our customer base and use our inbound contact centers to raise the awareness of service offerings. We also employ mass media, including broadcast television, radio, newspaper and outdoor advertising, to direct people to our inbound call centers or web site and advertise on our own cable systems to reach our current customers. Direct sales channels have also been established with national "e-tailers" to capture Internet sales.

Customer Care

Providing superior customer care contributes to customer satisfaction and customer retention and increases the penetration of our advanced services.

Contact Centers

Our customer care group has several contact centers which are staffed with dedicated customer service and technical support representatives that respond to customer inquiries on all of our products and services. Qualified representatives are available 24 hours a day, seven days a week to assist our customers. We have deployed a virtual contact center technology that helps our customer care group to function as a single, unified call center and allows us to effectively manage and leverage resources and reduce answer times through call-routing in a seamless manner. A web-based service platform called "e-Care" is available to our customers allowing them to order products via the Internet, manage their payments and receive general technical support and self-help tools to help troubleshoot technical difficulties.

Network Management and Field Operations

Our principal focus is effective, real-time network management. We have a centralized operations center whose personnel monitors the health and reliability of our network, using several network and service monitoring solutions to ensure reliability and performance of our product and services.

Our workflow management system for field technicians promotes on-time customer appointments and first call resolution to avoid repeat service trips and customer dissatisfaction. Field activity is scheduled, routed and accounted for seamlessly, including automated appointment confirmations, along with real time remote technician dispatching and service provisioning. Technicians have web-based, hand-held tools to determine real-time quality of service at customers' homes, allowing us to effectively install new services and efficiently resolve customer-reported issues.

Community Relations

We are dedicated to fostering strong relations with the communities we serve, and believe that our local involvement strengthens the awareness of our brand. We support local charities and community causes, with events and 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 industry initiatives such as the *Cable in the Classroom* program, which provides more than 3,100 schools with free video service and more than 270 schools with free high-speed Internet service; and *Get Ready for Digital TV*, the cable industry's 18-month multimedia consumer education initiative designed to inform cable customers and other consumers about how to manage the transition to digital broadcast television. We also provide free cable service to over 3,900 government buildings, libraries and not-for-profit hospitals, along with free HSD service to 320 such sites.

We develop and provide exclusive local programming for our communities, a service that is not offered by direct broadcast satellite providers. Several of our cable systems have production facilities to create local programming, which includes local school sports events, fund-raising telethons by local chapters of national charitable organizations, local concerts and other entertainment. We believe our local programming helps build customer loyalty in the communities we serve.

Franchises

Cable systems are generally operated under non-exclusive franchises granted by local governmental authorities. Historically, these franchises typically imposed numerous conditions, such as: time limitations on commencement and completion of construction; conditions of service, including population density specifications for service, the bandwidth capacity of the system, the broad categories of programming required, the provision of free service to schools and other public institutions, and the provision and funding of public, educational and governmental access channels ("PEG access channels"); a provision for franchise fees; and the maintenance or posting of insurance or indemnity bonds by the cable operator. Many of the provisions of local franchises are subject to federal regulation under the Communications Act of 1934, or Communications Act, as amended (the "Cable Act").

Many of the states in which we operate have recently enacted comprehensive state-issued franchising statutes that cede control over our franchises away from local communities and towards state agencies, such as the various public service commissions that regulate other utilities. As of December 31, 2008, about 42% of our customer base was under a state-issued franchise. Some of these states permit us to exchange local franchises for state issued franchises before the expiration date of the local franchise. These state statutes make the terms and conditions of our franchises more uniform, and in some cases, eliminate locally imposed requirements such as PEG access channels.

As of December 31, 2008, we held 1,368 cable franchises. These franchises provide for the payment of fees to the issuing authority. In most of our cable systems, such franchise fees are passed through directly to the customers. The Cable Act prohibits franchising authorities from imposing franchise fees in excess of 5% of gross revenues from specified cable services and permits the cable operator to seek renegotiation and modification of franchise requirements if warranted by changed circumstances.

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

Programming Supply

We have various fixed-term contracts to obtain programming for our cable systems from suppliers whose compensation is typically based on a fixed monthly fee per subscriber or customer. Although most of our contracts are secured directly, we also negotiate programming contract renewals through a programming cooperative of which we are a member. In general, we attempt to secure longer-term programming contracts, which may include marketing support and other incentives from programming suppliers.

We also have various retransmission consent arrangements with local broadcast station owners, allowing for carriage of their broadcast television signals on our cable systems. Federal Communications Commission ("FCC") rules mandate that every three-years local broadcast station owners elect either must carry or retransmission consent. The most recent cycle ended on December 31, 2008, and we were able to reach agreement with all broadcasters whose agreements expired. Historically, retransmission consent has been contingent upon our carriage of satellite delivered cable programming offered by companies affiliated with the stations' owners, or other forms of non-cash compensation. In the most recently completed cycle, cash payments and, to a lesser extent, our purchase of advertising time from local broadcast station owners were required to secure their consent.

We expect our programming costs to remain our largest single expense item for the foreseeable future. In recent years, we have experienced a substantial increase in the cost of our programming, particularly sports and local broadcast programming, well in excess of the inflation rate or the change in the consumer price index. We believe our programming costs will continue to rise in the future due to increased costs charged by programming suppliers, substantially due to existing programming.

Technology

Our cable systems are designed as hybrid fiber-optic coaxial ("HFC") networks that have proven to be highly flexible in meeting the increasing requirements of our business. This HFC designed network is engineered to accommodate bandwidth management initiatives that provide increased capacity and performance for our advanced video and broadband products and services without the need for costly upgrades. We deliver our signals via laser-fed fiber optical cable from control centers known as headends and hubs to individual nodes. Coaxial cable is then connected from each node to the individual homes we serve. Our network design generally provides for six strands of fiber optic cable extended to each node, with two strands active and four strands "dark" or inactive for future use.

As of December 31, 2008, about 94% of our cable network had capacity of at least 750 megahertz, excluding portions that converted to all-digital technology. We operate from 116 headend facilities, with 97% of our basic subscribers served by our 50 largest headend facilities. We have two regional fiber networks which connect 83% of our estimated homes passed, upon which we have overlaid a video transport system that serves almost 80% of our video subscriber base. Our regional networks give us greater reach from a central location and make it more cost efficient to introduce new and advanced services to customers, helping us reduce equipment, personnel, connectivity charges and other expenditures.

Demand for new services, including additional HDTV channels, requires us to become more efficient with our bandwidth. For network efficiency purposes, we are moving certain of our video programming from analog to digital delivery, allowing us to deliver the same programming using less bandwidth. As channels move from analog to digital delivery, we can offer our customers more HDTV channels, faster HSD speeds and other advanced products and services using the reclaimed bandwidth. We also have introduced digital simulcasting across 50% of our cable system, giving digital ready customers better picture and sound quality for all of their video programming. This engineering duplicates analog channels as digital channels, and lower-cost digital set-top tuners are programmed to use the digital channel instead of the analog channel. It is also a necessary and important step toward an all digital platform and we expect to cover 75% of our customer base with digital simulcasting by year-end 2009.

Competition

We face intense and increasing competition from various communications and entertainment providers, principally DBS providers and certain local telephone companies, many of whom have greater resources than we do. We are also subject to rapid and significant changes and developments in the marketplace, in technology and in the regulatory and legislative environment. In the past several years, many of our competitors have expanded their service areas, added features and adopted aggressive pricing and packaging for services and features that are comparable to the services and features we offer. We are unable to predict the effects, if any, of such future changes or developments on our business.

Video

Direct Broadcast Satellite Providers

DBS providers, principally DirecTV, Inc. and DISH Network Corp., are the cable industry's most significant video competitors, having grown their customer base rapidly over the past several years. They now serve more than 30 million customers nationwide, according to publicly available information. DBS service has technological constraints due to its limited two-way interactivity, which restricts their ability to compete with us in interactive video, HSD and phone. In contrast, our broadband network has full two-way interactivity, giving us a single platform that is capable of delivering true VOD and SVOD, as well as HSD and phone. DBS providers are seeking to expand their offerings to include these advanced services, and in many cases have marketing agreements under which local telephone companies offer DBS service bundled with their phone and HSD services. These synthetic bundles are generally billed as a single package, and from a consumer standpoint, appear similar to our triple play bundle. We believe that our delivery of multiple services from a single broadband platform is, and will continue to be, more cost effective than these arrangements between DBS providers and local phone companies, giving us a long-term competitive advantage.

Our ability to compete with DBS service depends, in part, on the programming available to them and us for distribution. DirecTV and DISH now offer more than 250 and 280 video channels of programming, respectively, much of it substantially similar to our video offerings. DirecTV also has exclusive arrangements with the National Football League ("NFL") and Major League Baseball to offer sports programming unavailable to us. DBS providers also offer local HD broadcast signals of the four primary broadcast networks in certain major metropolitan markets across the U.S. DirecTV currently offers local HD signals in markets covering 85% of our basic subscribers, and more than 130 HD channels of national programming; DISH currently offers local HD signals in markets covering 38% of our basic subscribers, and more than 100 HD channels of national programming.

We believe our customers prefer the cost savings of the bundled products and services we offer and the convenience of having a single provider contact for ordering, scheduling, provisioning, billing and customer care. In addition, we have a meaningful presence in our customers' communities, including the proprietary local content we produce in several of our markets. DBS providers are not locally-based, and therefore do not have the ability to offer locally-produced programming.

Traditional Overbuilds

Cable systems are operated under non-exclusive franchises granted by local authorities; more than one cable system may legally be built in the same area by another cable operator, a local utility or other provider. Some of these competitors, such as municipally-owned entities, may be granted franchises on more favorable terms or conditions, or enjoy other advantages such as exemptions from taxes or regulatory requirements, to which we are subject. Certain municipalities in our service areas have constructed their own cable systems in a manner similar to city-provided utility services. We believe that various entities are currently offering cable service, through wireline distribution networks, to 12.3% of our estimated homes passed; most of these entities were operating prior to our ownership of the affected cable systems.

Local Telephone Companies

Local telephone companies can offer video and other services to compete with us and may increasingly do so in the future. Two major local telephone companies, Verizon Communications Inc. and AT&T Inc., who have substantial resources, have built and are continuing to build fiber networks with fiber-to-the-node or fiber-to-the-home technology to replicate the cable industry's triple play bundle. Their upgraded networks can now provide video, HSD and phone services that are comparable to ours, with entry prices similar to those we offer. Based on internal estimates, we believe that active marketing by AT&T and Verizon, with their reconstructed networks, covers approximately 2% of our estimated homes passed as of December 31, 2008.

Other

We also have other actual or potential video competitors, including: broadcast television stations; private home dish earth stations; multichannel multipoint distribution services ("MMDS"), which deliver programming services over microwave channels licensed by the FCC; satellite master antenna television systems which use technology similar to MMDS and generally serve condominiums, apartment complexes and other multiple dwelling units; new

services such as wireless local multipoint distribution service; and potentially new services offered over still developing technologies. We currently have limited competition from these competitors.

HSD

Our HSD service competes primarily with digital subscriber line (“DSL”) services offered by local telephone companies. DSL technology provides Internet access at data transmission speeds greater than that of standard telephone line or “dial-up” modems. Based upon the speeds we offer, we believe that our HSD product is superior to comparable DSL offerings in our service areas.

Some local telephone companies, such as AT&T, Qwest Communications International, Inc. and Verizon, have built and are continuing to build fiber networks that allow them to offer significantly faster HSD services compared to legacy DSL technology. They are now offering these higher speeds in a limited number of our markets. DBS providers have attempted to compete with our HSD service, but their satellite-delivered service has had limited success given their technical constraints. We expect that DBS providers will continue to explore other options for the provision of HSD services.

Other potential competitors include companies seeking to provide high-speed Internet services using wireless or other technologies. Many wireless telephone companies offer a mobile data service for cellular use, and may expand into consumers’ households in the future. Currently, wireless providers are unable to offer a data service with speeds that compare to our HSD service, but as their technology improves, this may change in the future. Another technology being used is the delivery of broadband services to the home via power lines. While this technology is currently only being used in very limited parts of the country, if electric utilities were to expand into our service areas, they could become formidable competitors given their resources.

The American Recovery Act of 2009 provides specific funding for broadband development as part of the economic stimulus package. It is likely that some of our existing and potential competitors will apply for funds under this program, which if successful may allow them to build or expand facilities faster, and deploy existing and new services sooner, and to more areas, than they otherwise would.

Phone

Mediacom Phone principally competes with the phone services offered by local telephone companies, who may have substantial capital, longstanding customer relationships and extensive existing facilities. In addition, Mediacom Phone competes with services offered by other VoIP providers that do not have a traditional facilities-based network, but provide their services through a consumer’s high-speed Internet connection.

In the last several years, a trend known as “wireless substitution” has developed where certain phone customers have decided they only need one phone provider, and the provider selected has been a wireless or cellular phone product. We expect this trend to continue in the future and, given the current economic downturn, may accelerate as consumers become more cost conscious.

Other Competition

The quality of streaming video over the Internet and into homes and businesses continues to improve. These services are becoming more accessible as the use of high speed Internet access becomes more widespread. In the future, we expect that streaming video will increasingly compete with the video services offered by cable operators and other providers of video services. For instance, certain programming suppliers are marketing their content directly to consumers through video streaming over the Internet, bypassing cable operators or DBS providers as video distributors, although the cable operators may remain as the providers of high-speed Internet access service.

Employees

As of December 31, 2008, we employed 4,444 full-time and 116 part-time employees. None of our employees are organized under, or are covered by, a collective bargaining agreement. We consider our relations with our employees to be satisfactory.

Legislation and Regulation

General

Federal, state and local laws regulate the development and operation of cable systems and, to varying degrees, the services we offer. Significant legal requirements imposed on us because of our status as a cable operator or by the virtue of the services we offer are described below.

Federal Regulation

The Cable Act establishes the principal federal regulatory framework for the industry. The Cable Act allocates primary responsibility for enforcing the federal policies among the FCC and state and local governmental authorities.

Subscriber Rates and Program Tiering

The Cable Act and the FCC's regulations limit the amount cable systems can charge for certain services. The services included in this regulation are: the lowest level of programming service offered by the cable operator, which we call Broadcast Basic Service, the installation of cable service; service calls; and the installation, sale and lease of Broadcast Basic Service equipment. Federal law exempts cable systems from all rate regulation in communities that are subject to effective competition, which is defined as existing in a variety of circumstances that are increasingly satisfied with greater availability of comparable video service from DBS and some local phone companies. As of December 31, 2008, given the determinations we have received from the FCC that effective competition exists, we have about 89% of our basic subscribers that are not subject to rate regulation.

Other than requiring certain types of programming, such as the carriage of local broadcast channels and any public, governmental or educational access channels to be part of the basic tier, federal law does not currently impose any other restrictions on the way such channels are provided (e.g., on a tier or *a la carte*). In February 2006, the FCC adopted an order that expressed a preference that cable operators provide more services individually, or on smaller tiers. The FCC has taken no action on this matter since then and we cannot predict what action, if any, the FCC will take, however a requirement to provide channels on smaller tiers, or on an *a la carte* basis could adversely affect our business.

In January 2009, the FCC commenced the process for seeking Office of Management and Budget approval for the collection of information from cable operators in accordance with a November 2007 FCC decision to determine whether cable systems with at least 36 channels are available to at least 70 percent of U.S. homes and whether 70 percent of households passed by those systems subscribe to a cable service provider. If that condition exists, the FCC may have additional discretion under the Cable Act to promulgate additional rules necessary to promote diversity of information sources. The FCC did not specify what rules it would seek to promulgate. We cannot predict whether this information collection will ultimately be approved or what action, if any, the FCC may take or how it could affect our business.

Congress may also consider legislation regarding programming packaging, bundling or *a la carte* delivery of programming. Any such requirements could fundamentally change the way in which we package and price our services. We cannot predict the outcome of any current or future FCC proceedings or legislation in this area, or the impact of such proceedings on our business at this time.

Content Regulations

Must Carry and Retransmission Consent

The FCC's regulations require local commercial television broadcast stations to elect once every three years whether to require a cable system to carry their stations, subject to certain exceptions, commonly called must-carry or to negotiate the terms by which the cable system may carry the station on its cable systems, commonly called retransmission consent. The most recent elections took effect January 1, 2009.

The Cable Act and the FCC's regulations require a cable operator to devote up to one-third of its activated channel capacity for the carriage of local commercial television stations. The Cable Act and the FCC's rules also give certain local non-commercial educational television stations carriage rights, but not the option to negotiate retransmission consent. Additionally, cable systems must obtain retransmission consent for carriage of all distant commercial television stations, except for certain commercial satellite-delivered independent superstations such as WGN, commercial radio stations, and certain low-power television stations.

Through 2009, Congress barred broadcasters from entering into exclusive retransmission consent agreements. Congress also requires all parties to negotiate retransmission consent agreements in good faith.

Must-carry obligations may decrease the attractiveness of the cable operator's overall programming offerings by including less popular programming on the channel line-up, while cable operators may need to provide some form of consideration to broadcasters to obtain retransmission consent to carry more popular programming. We carry both must-carry broadcast stations and broadcast stations that have granted retransmission consent. A significant number of local broadcast stations carried by our cable systems have elected to negotiate for retransmission consent, and we have entered into retransmission consent agreements with substantially all of them.

In February 2008, the FCC Chairman proposed a requirement that cable operators carry signals of low-power local television stations, referred to as Class A television stations. Over 500 such stations exist, mostly in rural areas and they do not currently have must-carry rights. The FCC has not taken any public action on this proposal. If ultimately imposed, this carriage obligation could consume valuable bandwidth and force us to drop or prevent us from adding other programming that is more highly valued by our subscribers.

In February 2009, Congress delayed the final date by which all full-power television stations must broadcast solely in digital format from February 18, 2009 to June 13, 2009. The legislation and the FCC's facilitating rule changes generally empowered broadcasters to choose whether to discontinue analog transmissions on February 17th, at certain times prior to June 12th or on June 12, 2009. After ceasing analog transmissions, broadcasters must return their analog spectrum. This change from analog to digital by broadcast television stations is commonly referred to as the DTV transition, or the digital transition. Local television stations that surrender their analog channel and broadcast only digital signals prior to the end of the digital transition may seek mandatory carriage for their digital signals instead. Stations transmitting in both digital and analog formats, which is permitted during the transition period, have no carriage rights for the digital format during the transition unless and until they turn in their analog channel.

After a broadcast station carried pursuant to must-carry has ceased transmitting in analog format, the FCC has mandated that it is the responsibility of cable operators to ensure that cable subscribers with analog television sets can continue to view that broadcast station's signal, thus creating a "dual carriage" requirement for must-carry signals post-DTV transition. Cable operators that are not "all-digital" will be required for at least a three year period to provide must-carry signals to their subscribers in the primary digital format in which the operator receives the signal (i.e. high definition or standard definition), and downconvert the signal from digital to analog so that it is viewable to subscribers with analog television sets. Cable systems that are "all digital" are not required to downconvert must-carry signals into analog, and may provide the must-carry signals in only in a digital format. The FCC has ordered that the cable operator bear the cost of any downconversion. The "dual carriage" requirement has the potential of having a negative impact on us because it reduces available channel capacity and thereby could require us to either discontinue other channels of programming or restrict our ability to carry new channels of programming or other services that may be more desirable to our customers.

Tier Buy Through

The Cable Act and the FCC's regulations require our cable systems, other than those systems which are subject to effective competition, to permit subscribers to purchase video programming we offer on a per channel or a per program basis without the necessity of subscribing to any tier of service other than the basic service tier.

The FCC is reviewing a complaint with respect to another cable operator to determine whether certain charges routinely assessed by many cable operators, including us, to obtain access to digital services, violate this "anti-buy-through" provision. Any decision that requires us to restructure or eliminate such charges would have an adverse effect on our business.

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

The Cable Act allows local franchising authorities and unrelated third parties to obtain access to a portion of our cable systems' channel capacity for their own use. For example, the Cable Act 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 that activated 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.

Migration of PEG channels from analog to digital service tiers frees up bandwidth over which we can provide a greater variety of other programming or service options. During 2008, such migration, however, met opposition from some municipalities, members of Congress and FCC officials. Any legislative or regulatory action to restrict our ability to migrate PEG channels could adversely affect our ability to provide additional programming desired by viewers.

In February 2008, the FCC released a Report and Order which could allow certain leased access users lower cost access to channel capacity on cable systems. The new regulations limit fees to 10 cents per subscriber per month for tiered channels and in some cases, potentially no charge. The regulations also impose a variety of leased access customer service, information and reporting standards. In May 2008, a federal appeals court stayed implementation of the new rules. In July 2008, the United States Office of Management and Budget denied approval of the new rules citing the FCC's failure to meet substantive requirements of The Paperwork Reduction Act of 1995. In July 2008, the federal appeals court agreed at the request of the FCC to hold the case in abeyance until the FCC resolved its issues with the Office of Management and Budget. If implemented as promulgated, these changes will likely increase our costs and could cause additional leased access activity on our cable systems and thereby require us to either discontinue other channels of programming or restrict our ability to carry new channels of programming or other services that may be more desirable to our customers. We cannot, however, predict whether the FCC will ultimately enact these rules as promulgated, whether it will seek to implement revised rules, or whether it will attempt to implement any new commercial leased access rules. .

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 have traditionally been regulated at the local level through a franchise agreement and/or a local ordinance, many states now allow or require cable service providers to bypass the local process and obtain franchise agreements or equivalent authorizations directly from state government. Many of the states in which we operate, including California, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Michigan, Missouri, North Carolina and Wisconsin make state-issued franchises available. State-issued franchises in many states generally allow local telephone companies or others to deliver services in competition with our cable service without obtaining equivalent local franchises. In states where available, we are generally able to obtain state-issued franchises upon expiration of our existing franchises. Our business may be adversely affected to the extent that our competitors are able to operate under franchises that are more favorable than our existing local franchises. While most franchising matters are dealt with at the state and/or local level, the Cable Act provides oversight and guidelines to govern our relationship with local franchising authorities whether they are at the state, county or municipal level.

Ownership Limitations

The FCC previously adopted nationwide limits on the number of subscribers under the control of a cable operator and on the number of channels that can be occupied on a cable system by video programming in which the cable operator has an interest. The U.S. Court of Appeals for the District of Columbia Circuit reversed the FCC's decisions implementing these statutory provisions and remanded the case to the FCC for further proceedings. In December 2007, the FCC reinstituted a restriction setting the maximum number of subscribers that a cable operator may serve at 30 percent nationwide. The FCC also has commenced a rulemaking to review vertical ownership limits and cable and broadcasting attribution rules.

Registered utility holding companies and their subsidiaries may provide telecommunications and cable services. The FCC has adopted rules that: (i) affirm the ability of electric service providers to provide broadband Internet access services over their distribution systems; and (ii) seek to avoid interference with existing services. Electric utilities could be formidable competitors to cable system operators.

Cable Equipment

The Cable Act and FCC regulations seek to promote competition in the delivery of cable equipment by giving consumers the right to purchase set-top converters from third parties as long as the equipment does not harm the network, does not interfere with services purchased by other customers and is not used to receive unauthorized services. Over a multi-year phase-in period, the rules also required multichannel video programming distributors, other than direct broadcast satellite operators, to separate security from non-security functions in set-top converters to allow third party vendors to provide set-tops with basic converter functions. To promote compatibility of cable systems and consumer electronics equipment, the FCC adopted rules implementing “plug and play” specifications for one-way digital televisions. The rules require cable operators to provide “CableCard” security modules and support for digital televisions equipped with built-in set-top functionality. In May 2008, Sony Electronics and members of the cable industry submitted to the FCC a Memorandum of Understanding (“MOU”) in connection with the development of tru2way™ — a national two-way “plug and play” platform; other members of the consumer electronics industry have since joined the MOU.

Since July 1, 2007, cable operators have been prohibited from issuing to their customers new set-top terminals that integrate security and basic navigation functions. The FCC has set forth a number of limited circumstances under which it will grant waivers of this requirement. We obtained a conditional waiver from the FCC that allowed us to deploy low-cost, integrated set-top boxes in certain cable systems serving less than five percent of our subscriber base and we have met the condition to upgrade to all-digital operations in those systems by February 17, 2009. In all other systems, we remain in full compliance with the rules banning integration of security and basic navigation functions in set-top terminals.

On March 2, 2009, the FCC issued a Notice of Inquiry to collect information regarding the existence and availability of advanced technologies to allow blocking of parental selected content that are compatible with various communications devices or platforms. The Child Safe Viewing Act of 2007 requires that the FCC to issue a report to Congress by August 29, 2009. Congress intends to use that information to spur development of the next generation of parental control technology. Additional requirements to permit selective parental blocking could impose additional costs on us.

Pole Attachment Regulation

The Cable Act requires certain public utilities, including all local telephone companies and electric utilities, except those owned by municipalities and co-operatives, to provide cable operators and telecommunications carriers with nondiscriminatory access to poles, ducts, conduit and rights-of-way at just and reasonable rates. This right to access is beneficial to us. Federal law also requires the FCC to regulate the rates, terms and conditions imposed by such 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 will regulate pole attachment rates, terms and conditions only in response to a formal complaint. The FCC adopted a new rate formula that became effective in 2001, which governs the maximum rate certain utilities may charge for attachments to their poles and conduit by companies providing telecommunications services, including cable operators.

This telecommunications services formula which produces higher maximum permitted attachment rates applies only to cable systems which elect to offer telecommunications services. The FCC ruled that the provision of Internet services would not, in and of itself, trigger use of this new formula. The Supreme Court affirmed this decision and held that the FCC’s authority to regulate rates for attachments to utility poles extended to attachments by cable operators and telecommunications carriers that are used to provide Internet service or for wireless telecommunications service. The Supreme Court’s decision upholding the FCC’s classification of cable modem service as an information service should strengthen our ability to resist rate increases based solely on the delivery of cable modem services over our cable systems. As we continue our deployment of cable telephony and certain other advanced services, utilities may continue to seek to invoke the higher rates.

As a result of the Supreme Court case upholding the FCC's classification of cable modem service as an information service, the 11th Circuit has considered whether there are circumstances in which a utility can ask for and receive rates from cable operators over and above the rates set by FCC regulation. In the 11th Circuit's decision upholding the FCC rate formula as providing pole owners with just compensation, the 11th Circuit also determined that there were a limited set of circumstances in which a utility could ask for and receive rates from cable operators over and above the rates set by the formula including if an individual pole was "full" and where it could show lost opportunities to rent space presently occupied by another attacher at rates higher than provided under the rate formula. After this determination, Gulf Power Company pursued just such a claim based on these limited circumstances before the FCC. The Administrative Law Judge appointed by the FCC to determine whether the circumstances were indeed met ultimately determined that Gulf Power could not demonstrate that the poles at issue were "full." Gulf Power has appealed this decision to the full Commission and the appeal is pending. Failing to receive a favorable ruling there, Gulf Power could pursue its claims in the federal court.

In November 2007, the FCC released a Notice of Proposed Rulemaking ("NPRM") addressing pole attachment rental rates, certain terms and conditions of pole access and other issues. The NPRM calls for a review of long-standing FCC rules and regulations, including the long-standing "cable rate" formula and considers effectively eliminating cable's lower pole attachment fees by imposing a higher unified rate for entities providing broadband Internet service. While we cannot predict the effect that the outcome of the NPRM will ultimately have on our business, changes to our pole attachment rate structure could significantly increase our annual pole attachment costs.

Multiple Dwelling Unit Building Wiring

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. In 2007, the FCC issued rules voiding existing and prohibiting future exclusive service contracts for services to multiple dwelling unit or other residential developments. In March 2008, the FCC enacted a ban on the contractual provisions that provide for the exclusive provision of telecommunications services to residential apartment buildings and other multiple tenant environments. The loss of exclusive service rights in existing contracts coupled with our inability to secure such express rights in the future may adversely affect our business to subscribers residing in multiple dwelling unit buildings and certain other residential developments.

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 copyrights associated with this programming, but instead comply with an alternative federal compulsory copyright licensing process. In exchange for filing certain reports and contributing a percentage of our revenues to a federal copyright royalty pool, we obtain blanket permission to retransmit the copyrighted material carried on these broadcast signals. The nature and amount of future copyright payments for broadcast signal carriage cannot be predicted at this time.

In 1999, Congress modified the satellite compulsory license in a manner that permits DBS providers to become more competitive with cable operators. Congress adopted legislation in 2004 extending this authority for an additional five years. Absent implementation of the recommendations by the Copyright Office in its 2008 Report to Congress (discussed below) to abandon the current cable and satellite compulsory licenses, Congress may act to extend the satellite compulsory license beyond 2009. In conjunction with this review, Congress held several hearings in February 2009, some of which included testimony with respect to the continuation or modification of the cable compulsory license.

The 2004 legislation also directed the United States Copyright Office to submit a report to Congress by June 2008 recommending any changes to the cable and satellite licenses that the Office deems necessary. The Copyright Office's Report to Congress analyzed copyright compulsory licensing for the cable and satellite television industries' carriage of broadcast television signals and made recommendations as to any necessary revisions. The Copyright Office's long-term recommendation was to abandon the cable (Section 111) and satellite (Section 119) compulsory licenses for carriage of distant broadcast signals, but as an interim measure, create an unified short-term statutory license to commence when the Section 119 license expires at the end of 2009. In the alternative, the Copyright Office makes specific recommendations for statutory reform of the cable compulsory

license. Among other things, the Copyright Office recommends that Congress make legislative changes to treat each non-simulcast multicast stream of a distant signal as a separate signal subject to a royalty fee, a change that could significantly increase our copyright royalty costs. In addition, the Copyright Office recommends elimination of the complex formula currently used for calculating Section 111 royalty fees in favor of a flat, per-subscriber, per-signal fee, and elimination of the minimum fee currently paid even where no distant signals are carried. The impact of these proposals on our copyright costs cannot be predicted. The Copyright Office Report includes other recommendations regarding the operation of the Section 111, including placing limits on the number of distant broadcast signals that can be carried, which can adversely affect the desirability of the programming we offer to subscribers. The Copyright Office warns that piecemeal modification of the statutory provisions could upset the delicate statutory structure. The elimination or substantial modification of the cable compulsory license could adversely affect our ability to obtain suitable programming and could substantially increase the cost of programming that remains available for distribution to our subscribers.

The Copyright Office has commenced inquiries soliciting comment on petitions it received seeking clarification and revisions of certain cable compulsory copyright license reporting requirements and clarification of certain issues relating to the application of the compulsory license to the carriage of digital broadcast stations. The petitions seek, among other things, clarification regarding: (i) inclusion in gross revenues of digital converter fees, additional set fees for digital service and revenue from required “buy throughs” to obtain digital service; (ii) reporting of “dual carriage” and multicast signals; and (iii) certain reporting practices, including the definition of “community.” In May 2008, the Copyright Office terminated a Notice of Inquiry proceeding, concluding that cable operators must include in their compulsory license royalty calculation a distant signal carried anywhere in the cable system as if it were carried everywhere in the system, thus resulting in payments on “phantom signals.” While the Office determined that it did not have the authority to change the royalty fee structure, it did advocate for updating the cable system definition as part of its Report to Congress to address this concern. Moreover, the Copyright Office has not yet acted on a filed petition and may solicit comment on the definition of the definition of a “network” station for purposes of the compulsory license.

We cannot predict the outcome of any legislative or agency activity; however, it is possible that certain changes in the rules or copyright compulsory license fee computations or compliance procedures could have an adverse effect on our business by increasing our copyright compulsory license fee costs or by causing us to reduce or discontinue carriage of certain broadcast signals that we currently carry on a discretionary basis. Further, we are unable to predict the outcome of any legislative or agency activity related to the right of direct broadcast satellite providers to deliver local or distant broadcast signals.

Privacy and Data Security

The Cable Act imposes a number of restrictions on the manner in which cable operators can collect, disclose and retain data about individual system customers and requires cable operators to take such actions as necessary to prevent unauthorized access to such information. The statute also requires that the system operator periodically provide all customers with written information about its policies including the types of information collected; the use of such information; the nature, frequency and purpose of any disclosures; the period of retention; the times and places where a customer may have access to such information; the limitations placed on the cable operator by the Cable Act; and a customer’s enforcement rights. In the event that a cable operator is found to have violated the customer privacy provisions of the Cable Act, it could be required to pay damages, attorneys’ fees and other costs. Certain of these Cable Act requirements have been modified by certain more recent federal laws. Other federal laws currently impact the circumstances and the manner in which we disclose certain customer information and future federal legislation may further impact our obligations. In addition, many states in which we operate have also enacted customer privacy statutes, including obligations to notify customers where certain customer information is accessed or believed to have been accessed without authorization. These state provisions are in some cases more restrictive than those in federal law. In February 2009, a federal appellate court upheld an FCC regulation that requires VoIP subscribers to provide “opt-in” approval before certain subscriber information can be shared with a business partner for marketing purposes. Moreover, we are subject to a variety of federal requirements governing certain privacy practices and programs.

During 2008, several members of Congress commenced an inquiry into the use by certain cable operators of a third-party system that tracked activities of subscribers to facilitate the delivery of advertising more precisely targeted to each household, a practice known as behavioral advertising. In February 2009, the Federal Trade Commission issued revised self-regulatory principles for online behavioral advertising. We cannot predict if there

will be additional regulatory action or whether Congress will enact legislation that impacts the ability to effectively engage in behavioral advertising in the future. Additionally, future federal and/or state laws may cover such issues as privacy, access to some types of content by minors, pricing, encryption standards, consumer protection, electronic commerce, taxation of e-commerce, copyright infringement and other intellectual property matters. The adoption of such laws or regulations in the future may decrease the growth of such services and the Internet, which could in turn decrease the demand for our HSD service, increase our costs of providing such service, impair the ability to access potential future advertising revenue streams or have other adverse effects on our business, financial condition and results of operations.

HSD Service

In 2002, the FCC announced that it was classifying Internet access service provided through cable modems as an interstate information service and determined that gross revenues from such services should not be included in the revenue base from which franchise fees are calculated. Although the United States Supreme Court has held that cable modem service was properly classified by the FCC as an “information service,” freeing it from regulation as a “telecommunications service,” it recognized that the FCC has jurisdiction to impose regulatory obligations on facilities-based Internet service providers. The FCC has an ongoing rulemaking process to determine whether to impose regulatory obligations on such providers, including us. Because of the FCC’s decision, we are no longer collecting and remitting franchise fees on our high-speed Internet service revenues. We are unable to predict the ultimate resolution of these matters but do not expect that any additional franchise fees we may be required to pay will be material to our business and operations.

In 2005, the FCC issued a non-binding policy statement providing four principles to guide its policymaking regarding Internet services. According to the policy statement, consumers are entitled to: (i) access the lawful Internet content of their choice; (ii) run applications and services of their choice, subject to the needs of law enforcement; (iii) connect their choice of legal devices that do not harm the network; and (iv) enjoy competition among network providers, application and service providers, and content providers. These principles are generally referred to as “network neutrality.” In January 2008, the FCC opened an investigation against another cable operator for violating its 2005 policy statement by, among other things, allegedly managing user bandwidth consumption by identifying and restricting the applications being run, and the actual bandwidth consumed. In August 2008, the FCC took action against another cable provider after determining that the network management practices of that provider violated the FCC’s Internet Policy Statement. This decision may establish de facto standards that limit the network management practices that cable operators use to manage bandwidth consumption on their networks. We cannot predict the outcome of any pending proceedings or any impact these developments may have on the FCC’s net neutrality requirements as they apply to other Internet access providers.

Our HSD service enables individuals to access the Internet and to exchange information, generate content, conduct business and engage in various online activities on an international basis. The law relating to the liability of providers of these online services for activities of their users is currently unsettled both within the United States and abroad. Potentially, third parties could seek to hold us liable for the actions and omissions of our HSD service customers, such as defamation, negligence, copyright or trademark infringement, fraud or other theories based on the nature and content of information that our customers use our service to post, download or distribute. We also could be subject to similar claims based on the content of other websites to which we provide links or third-party products, services or content that we may offer through our Internet service. Due to the global nature of the Web, it is possible that the governments of other states and foreign countries might attempt to regulate its transmissions or prosecute us for violations of their laws.

We regularly receive notices of claimed infringements by our HSD service users. The owners of copyrights and trademarks have been increasingly active in seeking to prevent use of the Internet to violate their rights. In many cases, their claims of infringement are based on the acts of customers of an Internet service provider — for example, a customer’s use of an Internet service or the resources it provides to post, download or disseminate copyrighted music, movies, software or other content without the consent of the copyright owner or to seek to profit from the use of the goodwill associated with another person’s trademark. In some cases, copyright and trademark owners have sought to recover damages from the Internet service provider, as well as or instead of the customer. The law relating to the potential liability of Internet service providers in these circumstances is unsettled. In 1996, Congress adopted the Digital Millennium Copyright Act, which is intended to grant ISPs protection against certain claims of copyright infringement resulting from the actions of customers, provided that the ISP complies with certain requirements. So far, Congress has not adopted similar protections for trademark infringement claims.

Voice-over-Internet Protocol Telephony

The 1996 amendments to the Cable Act created a more favorable regulatory environment for cable operators to enter the phone business. Over the past several years, numerous cable operators have commenced offering VoIP telephony as a competitive alternative to traditional circuit-switched telephone service. Various states, including states where we operate, have adopted or are considering differing regulatory treatment, ranging from minimal or no regulation to full-blown common carrier status. As part of the proceeding to determine any appropriate regulatory obligations for VoIP telephony, the FCC recently decided that alternative voice technologies, like certain types of VoIP telephony, should be regulated only at the federal level, rather than by individual states. Many implementation details remain unresolved, and there are substantial regulatory changes being considered that could either benefit or harm VoIP telephony as a business operation. While the final outcome of the FCC proceedings cannot be predicted, it is generally believed that the FCC favors a “light touch” regulatory approach for VoIP telephony, which might include preemption of certain state or local regulation. In 2006, the FCC announced that it would require VoIP providers to contribute to the Universal Service Fund based on their interstate service revenues. Recently, the FCC issued a Further Notice of Proposed Rulemaking with respect to possible changes in the intercarrier compensation model in a way that could financially disadvantage us and benefit some of our competitors. Beginning in 2007, facilities-based broadband Internet access and interconnected VoIP service providers were required to comply with Communications Assistance for Law Enforcement Act requirements. It is unknown what conclusions or actions the FCC may take or the effects on our business.

Despite the FCC’s interpretations to date, the Missouri Public Service Commission has held that cable operators providing VoIP services must obtain state certification. The decision is being appealed by that cable provider.

In January 2009, the FCC issued a letter to another cable provider of VoIP service that could signal a shift in the regulatory classification of VoIP service. In that letter, the FCC questioned whether the segregation of VoIP for bandwidth management purposes would make it a facilities based provider of telecommunications services and thus subject to common carrier regulation. We cannot predict how these issues will be resolved.

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; and
- territory of the franchise.

ITEM 1A. RISK FACTORS

Risks Related to our Operations

Our products and services face a great deal of competition that could adversely affect our business, financial condition and results of operations.

We operate in a highly competitive industry. In some instances, we compete against companies with fewer regulatory burdens, easier access to financing, greater resources and operating capabilities, more brand name recognition and long-standing relationships with regulatory authorities and customers.

Our principal competitors are DBS providers and local telephone companies. DBS providers, principally DirecTV and DISH, are our most significant video competitors. They have a video offering that is, in some respects, similar to our video services, including DVR and some interactive capabilities and hold exclusive rights to programming such as the NFL that is not available to us and other video providers. We have lost a significant number of video subscribers to DBS providers in the past, and will continue to face significant challenges from them. Certain local telephone companies, including AT&T, Verizon and Qwest, are actively deploying fiber more extensively in their networks. In the case of AT&T and Verizon, these deployments enable them to offer video, HSD and phone service to consumers in bundled packages similar to those which we currently provide. DBS providers in some cases have marketing agreements under which local telephone companies sell DBS service bundled with their phone and HSD services. These synthetic bundles are generally billed as a single package, and from a consumer standpoint, appear similar to our triple play bundle. We also face competition from municipal entities that provide video, HSD and phone services. Some municipal entities are also exploring building wireless networks to deliver these services. Many companies have increased their offerings of video content streamed over the Internet, often accessed free of charge, which could negatively impact demand for our video services.

Our HSD service faces competition from local telephone companies utilizing their upgraded fiber networks and/or DSL lines, Wi-Fi, Wi-Max and wireless broadband services provided by wireless service providers, broadband over power line providers, and from providers of traditional dial-up Internet access. The American Recovery Act of 2009 provides specific funding for broadband development as part of the economic stimulus package. It is likely that some of our existing and potential competitors will apply for funds under this program, which if successful may allow them to build or expand facilities faster, and deploy existing and new services sooner, and to more areas, than they otherwise would.

Our phone service faces competition for voice customers from local telephone companies, wireless telephone service providers, VoIP service and others. Competition in phone service is intensifying as more consumers are replacing their wireline service with wireless service.

Weakening economic conditions may adversely impact our business, financial condition and results of operations.

During 2008, the downturn in the global financial markets, the tightening of credit markets and the collapse of several large financial institutions caused already weak economic conditions to worsen. Most of our revenues are provided by residential customers who may downgrade their services, or discontinue some, or all of their services, if these economic conditions persist, or further weaken.

We may be unable to keep pace with rapid technological change that could adversely affect our business and our results of operations.

We operate in a rapidly changing environment, and our success depends, in part, on our ability to enhance existing, or adopt new, technologies to maintain or improve our competitive positioning. It may be difficult to keep pace with future technological developments, and if we fail to choose technologies that provide products and services that are preferred by our customers and that are cost efficient to us, we may experience customer losses and our results of operations may be adversely affected.

The continuing increases in programming costs may have an adverse affect on our results of operations.

Programming costs have historically been our largest single expense category and have increased dramatically over the last several years. The largest increases have come from sports programming and, more recently, from broadcast stations in the form of retransmission consent fees. We expect programming costs to continue to increase in the coming years largely as a result of both increased unit costs charged by the satellite delivered networks we carry, in addition to increasing financial demands by local broadcast stations to obtain their retransmission consent. If we refuse to meet the demands of these broadcast station owners, or are unable to negotiate reasonable contracts with non-broadcast networks, we may not be able to transmit these stations, which may result in the loss of existing or potential additional subscribers.

Our video service profit margins have declined over the last several years, as the cost to secure cable programming and broadcast station retransmission consent outpaces video revenue growth. If we are unable to increase subscriber rates, or offer additional services to fully offset such programming costs, our video service margins will continue to deteriorate.

We may be unable to secure necessary hardware, software, telecommunications and operational support that may impair our ability to provision and service our customers and adversely affect our business.

Third party firms provide some of the inputs used in delivering our products and services, including digital set-top converter boxes, DVRs and VOD equipment; routers, provisioning and other software; the telecommunications network, interconnection agreements and e-mail platform for our HSD and phone services; fiber optic cable and construction services for expansion and upgrades of our cable systems; and our customer billing platform. Some of these companies may hold leverage over us, considering that they are the sole supplier of certain products and services, or that there is a long lead time and/or significant expense required to transition to another provider. As a result, our operation depends on the successful operation of these companies. Any delays or disruptions in the relationship as a result of contractual disagreements, operational or financial failures on the part of the suppliers, or other adverse events, could negatively affect our ability to effectively provision and service our customers. Demand for some of these items has increased with the general growth in demand for Internet and telecommunications services. We typically do not carry significant inventories of equipment. Moreover, if there are no suppliers that are able to provide set-top converter boxes that comply with evolving Internet and telecommunications standards, or that are compatible with other equipment and software that we use, this could negatively affect our ability to effectively provision and service our customers.

We depend on network and information systems and other technologies. A disruption or failure in such systems and technologies could have a material adverse affect on our business, financial condition and results of operations.

Because of the importance of network and information systems and other technologies to our business, any events affecting these systems and technologies could have a devastating impact on our business. These events include computer hacking, computer viruses, worms or other disruptive software, process breakdowns, denial of service attacks and other malicious activities or any combination of the foregoing, natural disasters, power outages and man-made disasters. Such occurrences may cause service disruptions, loss of customers and revenues and negative publicity, and may result in significant expenditures to repair or replace the damaged infrastructure, or protect from similar occurrences in the future. We may also be negatively affected by the illegal acquisition and dissemination of data and information, including customer, personnel, and vendor data, and this may require us to expend significant capital and other resources to remedy any such security breach.

Our business depends on certain intellectual property rights and on not infringing on the intellectual property rights of others.

We rely on our copyrights, trademarks and trade secrets, as well as licenses and other agreements with our vendors and other parties, to use our technologies, conduct our operations and sell our products and services. Third parties have in the past, and may in the future, assert claims or initiate litigation related to exclusive patent, copyright, trademark, and other intellectual property rights to technologies and related standards that are relevant to us. These assertions have increased over time as a result of our growth and the general increase in the pace of patent claims assertions, particularly in the United States. Because of the existence of a large number of patents in the

networking field, the secrecy of some pending patents and the rapid rate of issuance of new patents, it is not economically practical or even possible to determine in advance whether a product or any of its components infringes or will infringe on the patent rights of others. Asserted claims and/or initiated litigation can include claims against us or our manufacturers, suppliers, or customers, alleging infringement of their proprietary rights with respect to our existing or future products and/or services or components of those products and/or services. Regardless of the merit of these claims, they can be time-consuming, result in costly litigation and diversion of technical and management personnel, or require us to develop a non-infringing technology or enter into license agreements. There can be no assurance that licenses will be available on acceptable terms and conditions, if at all, or that our indemnification by our suppliers will be adequate to cover our costs if a claim were brought directly against us or our customers. Furthermore, because of the potential for high court awards that are not necessarily predictable, it is not unusual to find even arguably unmeritorious claims settled for significant amounts. If any infringement or other intellectual property claim made against us by any third party is successful, if we are required to indemnify a customer with respect to a claim against the customer, or if we fail to develop non-infringing technology or license the proprietary rights on commercially reasonable terms and conditions, our business, results of operations, and financial condition could be adversely affected.

Some of our cable systems operate in the Gulf Coast region, which historically has experienced severe hurricanes and tropical storms.

Cable systems serving approximately 10% of our subscribers are located on or near the Gulf Coast in Alabama, Florida and Mississippi. In 2004 and 2005, three hurricanes impacted these cable systems to varying degrees causing property damage, service interruption and loss of customers. The Gulf Coast could experience severe hurricanes in the future. This could adversely impact our results of operations in affected areas, causing us to experience higher than normal levels of expense and capital expenditures, as well as the potential loss of customers and revenues.

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

Our success is substantially dependent upon the retention of, and the continued performance by, our key personnel, including Rocco B. Commisso, our Chairman and Chief Executive Officer. Our debt arrangements provide that a default may result if Mr. Commisso ceases to be our Chairman and Chief Executive Officer, or if he and his designees do not constitute a majority of the Executive Committee of each of Mediacom LLC and Mediacom Broadband LLC. We have not entered into a long-term employment agreement with Mr. Commisso. We do not currently maintain key man life insurance on Mr. Commisso or other key personnel. If any of our key personnel ceases to participate in our business and operations, it could have an adverse effect on our business, financial condition and results of operations.

Risks Related to our Financial Condition

We are exposed to risks caused by disruptions in the capital and credit markets, which could have an adverse affect on our business, financial condition and results of operations.

We rely on the capital markets for senior note offerings and on the credit markets for bank credit arrangements to meet our financial commitments and liquidity needs. Over the past several months, the U.S. economy entered a recession, with major downturns in financial markets and the collapse or significant weakening of many banks and other financial institutions. The capital and credit markets severely tightened, making it extremely difficult for many companies to obtain financing at all or on terms comparable to those available over the past several years. The disruptions in the capital and credit markets could adversely affect our ability to refinance on satisfactory terms, or at all, our scheduled debt maturities in the coming years and could adversely affect our ability to draw on our revolving credit facilities.

As of December 31, 2008, after giving effect to the Exchange Agreement with an affiliate of Morris Communications, which was completed on February 13, 2009, approximately \$284.0 million was available for borrowing under the revolving credit facility maintained by the operating subsidiaries of Mediacom LLC (the "LLC Revolver") and approximately \$368.1 million could be borrowed under the revolving credit facility of the operating subsidiaries of Mediacom Broadband LLC (the "Broadband Revolver"). The LLC revolver expires on September 30, 2011, and the Broadband Revolver expires on December 31, 2012. Beyond 2012, we also face significant principal payments on outstanding senior notes of Mediacom LLC and Mediacom Broadband LLC, as well as term loans under the bank credit agreements of their respective operating subsidiaries. If the current economic conditions were to persist or worsen, we may not be able to replace the liquidity lost as each revolving credit facility expires, or refinance outstanding balances on maturing revolving credit facilities, term loans or senior notes at all or on acceptable terms. Even if we can secure refinancing, if prevailing credit market conditions persist or worsen, we would likely pay considerably higher interest rates on any refinancing or new financing than those we currently pay.

We also could be negatively affected by the weakness or failure of some of the financial institutions we rely upon for liquidity. Some lenders may not be able to meet their funding obligations to us under the LLC and Broadband Revolvers if they experience shortages of capital or liquidity. If that were to happen, our other lenders would not be required to fund any shortfalls because their obligations to us are several, but not joint. If one or more lenders failed to fund, in aggregate, a significant share of any future borrowings under our revolving credit facilities, there could be a material adverse impact upon our financial condition and results of operations.

We also may take measures to conserve cash and hold significantly higher cash balances than we have in the recent past until the financial markets stabilize. This may include the deferral of capital expenditures, which could adversely affect our ability to retain our existing customer base and attract new customers.

We have substantial debt, we are highly leveraged and we have significant interest payment requirements, which could limit our operational flexibility and have an adverse affect on our financial condition and results of operations.

As of December 31, 2008, our total debt was approximately \$3.316 billion. Because of our substantial indebtedness, we are highly leveraged and will continue to be so. As a result, our debt service obligations require us to use a large portion of our revenues and cash flows to pay interest, reducing our ability to finance our operations, capital expenditures and other activities. Our cash interest expense for 2008 was \$217.8 million. A portion of our debt, including outstanding debt under our revolving credit facilities, has a variable rate of interest determined by the Eurodollar rate plus a margin which varies depending on the ratio of senior indebtedness (as defined) under the credit facility to system cash flow (as defined). If we incurred additional debt under our revolving credit facilities, the Eurodollar rate were to rise and/or our system cash flow decreased, we would be required to pay additional interest expense, which would have an adverse affect on our results of operations.

Our credit agreements and senior notes require compliance with certain financial and other covenants including, but not limited to, a ratio of senior indebtedness (as defined) to annualized system cash flow (as defined) of no more than 6.0 to 1.0. The credit agreements also require 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 restricted payments and certain transactions with affiliates. Our senior notes contain financial and other covenants, though they are generally less restrictive than those found in our bank credit facilities. Principal covenants include a limitation on the incurrence of additional indebtedness based upon a maximum ratio of total indebtedness to cash flow, as defined in these debt agreements, of 7.0 to 1.0 in the case of Mediacom LLC's senior notes, and 8.5 to 1.0 in the case of Mediacom Broadband LLC's senior notes. These agreements also contain limitations on dividends, investments and distributions. Complying with these covenants may cause us to take actions that we otherwise would not take or cause us not to take actions that we otherwise would take.

We cannot assure you that our business will generate sufficient cash flows to permit us to fulfill our financial covenants or revenues to fulfill our debt service and repay our debt. Our highly leveraged position exposes us to significant risk in the event of downturns in the economy or our business.

We are a holding company, and if our operating subsidiaries are unable to make funds available to us, we may not be able to fund their indebtedness and other obligations.

We are a holding company, and do not have any operations or hold any assets other than our investments in, and our advances to, our direct, wholly-owned subsidiaries, Mediacom Broadband LLC and Mediacom LLC. The various operating subsidiaries of Mediacom Broadband LLC and Mediacom LLC conduct all of our consolidated operations and own substantially all of our consolidated assets. The only source of cash that they have to fund their obligations (including, without limitation, the payment of interest on, and the repayment of principal of, their outstanding indebtedness) is the cash that the operating subsidiaries generate from their operations and from borrowing under their subsidiary credit facilities. The operating subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to make funds available to Mediacom Broadband LLC or Mediacom LLC. The ability of our subsidiaries to make funds available to us in the form of dividends, loans, advances or other payments, will depend upon the operating results of such subsidiaries, applicable laws and contractual restrictions, including covenants under such subsidiaries' credit facilities and the indentures governing our senior notes.

In the event of a liquidation or reorganization of any of our subsidiaries, the creditors of any of such subsidiaries, including trade creditors, would be entitled to a claim on the assets of such subsidiaries prior to any claims of the stockholders of any such subsidiaries, and those creditors are likely to be paid in full before any distribution is made to such stockholders. To the extent that we, or any of our direct or indirect subsidiaries, is a creditor of another of our subsidiaries, the claims of such creditor could be subordinated to any security interest in the assets of such subsidiary and/or any indebtedness of such subsidiary senior to that held by such creditor.

A default under our indentures or our credit facilities could result in an acceleration of our indebtedness and other material adverse effects.

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

A lowering of the ratings assigned to our debt securities by ratings agencies may further increase our future borrowing costs and reduce our access to capital.

Our debt ratings are below the investment grade category, which results in higher borrowing costs. There can be no assurance that our debt ratings will not be lowered in the future by a rating agency. While there are no restrictions or covenants tied to our debt ratings under our current arrangements, a lowering in our debt ratings may further increase our future borrowing costs as well as reduce our access to capital.

ATTACHMENT F

CONFIDENTIAL & PROPRIETARY

OPERATING PROJECTIONS

(PROVIDED IN SEALED ENVELOPE)

Morningstar® Document ResearchSM

FORM 10-Q

MEDIACOM BROADBAND CORP - MCCC

Filed: November 09, 2009 (period: September 30, 2009)

Quarterly report which provides a continuing view of a company's financial position

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10-Q - FORM 10-Q

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

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

For the quarterly period ended September 30, 2009

Commission File Numbers: 333-72440
333-72440-01

Mediacom Broadband LLC
Mediacom Broadband Corporation*

(Exact names of Registrants as specified in their charters)

Delaware
Delaware
*(State or other jurisdiction of
incorporation or organization)*

06-1615412
06-1630167
*(I.R.S. Employer
Identification Numbers)*

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

(845) 695-2600
(Registrants' telephone number)

Indicate by check mark whether the Registrants (1) have filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. ☐ Yes ☒ No

Note: As a voluntary filer, not subject to the filing requirements, the Registrants have filed all reports under Section 13 or 15(d) of the Exchange Act during the preceding 12 months.

Indicate by check mark whether the Registrants have submitted electronically and posted on their respective corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrants were required to submit and post such files). ☐ Yes ☐ No

Indicate by check mark whether the Registrants are large accelerated filers, accelerated filers, non-accelerated filers, or smaller reporting companies. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

☐ Large accelerated filers ☐ Accelerated filers ☒ Non-accelerated filers ☐ Smaller reporting companies

Indicate by check mark whether the Registrants are shell companies (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

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

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

MEDIACOM BROADBAND LLC AND SUBSIDIARIES

**FORM 10-Q
FOR THE PERIOD ENDED SEPTEMBER 30, 2009
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This Quarterly Report on Form 10-Q is for the three and nine months ended September 30, 2009. Any statement contained in a prior periodic report shall be deemed to be modified or superseded for purposes of this Quarterly Report on Form 10-Q to the extent that a statement contained herein modifies or supersedes such statement. The Securities and Exchange Commission ("SEC") allows us to "incorporate by reference" information that we file with them, which means that we can disclose important information to you by referring you directly to those documents. Information incorporated by reference is considered to be part of this Quarterly Report on Form 10-Q. In addition, information that we file with the SEC in the future will automatically update and supersede information contained in this Quarterly Report on Form 10-Q. Throughout this Quarterly Report on Form 10-Q, we refer to Mediacom Broadband LLC as "Mediacom Broadband," and Mediacom Broadband and its consolidated subsidiaries as "we," "us" and "our."

Cautionary Statement Regarding Forward-Looking Statements

You should carefully review the information contained in this Quarterly Report and in other reports or documents that we file from time to time with the SEC.

In this Quarterly Report, we state our beliefs of future events and of our future financial performance. In some cases, you can identify those so-called “forward-looking statements” by words such as “anticipates,” “believes,” “continue,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “should” or “will,” or the negative of those and other comparable words. These forward-looking statements are not guarantees of future performance or results, and are subject to risks and uncertainties that could cause actual results to differ materially from historical results or those we anticipate as a result of various factors, many of which are beyond our control. Factors that may cause such differences to occur include, but are not limited to:

- increased levels of competition from existing and new competitors;
- lower demand for our video, high-speed data and phone services;
- our ability to successfully introduce new products and services to meet customer demands and preferences;
- changes in laws, regulatory requirements or technology that may cause us to incur additional costs and expenses;
- greater than anticipated increases in programming costs and delivery expenses related to our products and services;
- changes in assumptions underlying our critical accounting policies;
- the ability to secure hardware, software and operational support for the delivery of products and services to our customers;
- disruptions or failures of network and information systems upon which our business relies;
- our reliance on certain intellectual properties;
- our ability to generate sufficient cash flow to meet our debt service obligations;
- fluctuations in short term interest rates which may cause our interest expense to vary from quarter to quarter;
- instability in the capital and credit markets, which may impact our ability to refinance future debt maturities or provide funding for potential strategic transactions, on similar terms as we currently experience; and
- other risks and uncertainties discussed in this Quarterly Report, our Annual Report on Form 10-K for the year ended December 31, 2008 and other reports or documents that we file from time to time with the SEC.

Statements included in this Quarterly Report are based upon information known to us as of the date that this Quarterly Report is filed with the SEC, and we assume no obligation to update or alter our forward-looking statements made in this Quarterly Report, whether as a result of new information, future events or otherwise, except as required by applicable federal securities laws.

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CONSOLIDATED BALANCE SHEETS**

(All dollar amounts in thousands)

(Unaudited)

	September 30, 2009	December 31, 2008
ASSETS		
CURRENT ASSETS		
Cash	\$ 15,147	\$ 15,502
Accounts receivable, net of allowance for doubtful accounts of \$1,291 and \$1,688	46,835	46,671
Accounts receivable — affiliates	155,006	141,161
Prepaid expenses and other current assets	11,442	8,257
Total current assets	228,430	211,591
Investment in cable television systems:		
Property, plant and equipment, net of accumulated depreciation of \$809,190 and \$705,983	737,556	749,066
Franchise rights	1,176,908	1,247,435
Goodwill	182,924	204,005
Subscriber lists, net of accumulated amortization of \$34,678 and \$25,788	5,068	7,233
Total investment in cable television systems	2,102,456	2,207,739
Other assets, net of accumulated amortization of \$10,200 and \$7,481	21,264	24,783
Total assets	\$ 2,352,150	\$ 2,444,113
LIABILITIES, PREFERRED MEMBER'S INTEREST AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable, accrued expenses and other current liabilities	\$ 157,484	\$ 147,371
Deferred revenue	31,787	30,427
Current portion of long-term debt	56,125	94,000
Total current liabilities	245,396	271,798
Long-term debt, less current portion	1,781,875	1,702,000
Other non-current liabilities	14,266	23,852
Total liabilities	2,041,537	1,997,650
Commitments and contingencies (Note 8)		
PREFERRED MEMBER'S INTEREST (Note 6)	150,000	150,000
MEMBERS' EQUITY		
Capital contributions	444,233	634,910
Accumulated deficit	(283,620)	(338,447)
Total members' equity	160,613	296,463
Total liabilities, preferred member's interest and members' equity	\$ 2,352,150	\$ 2,444,113

The accompanying notes to the unaudited financial statements are an integral part of these statements

MEDIACOM BROADBAND LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

(All amounts in thousands)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
Revenues	\$ 205,581	\$ 196,904	\$ 622,369	\$ 583,270
Costs and expenses:				
Service costs (exclusive of depreciation and amortization)	85,731	81,118	255,918	236,320
Selling, general and administrative expenses	41,847	43,510	122,600	124,865
Management fee expense	3,942	3,737	11,794	11,189
Depreciation and amortization	29,214	26,399	86,198	86,058
Operating income	44,847	42,140	145,859	124,838
Interest expense, net	(29,679)	(29,676)	(84,726)	(86,240)
(Loss) gain on derivatives, net	(1,936)	3,155	11,251	2,387
Other expense, net	(1,234)	(1,762)	(4,057)	(3,462)
Net income	\$ 11,998	\$ 13,857	\$ 68,327	\$ 37,523
Dividend to preferred member	4,500	4,500	13,500	13,500
Net income applicable to member	\$ 7,498	\$ 9,357	\$ 54,827	\$ 24,023

The accompanying notes to the unaudited financial statements are an integral part of these statements

MEDIACOM BROADBAND LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
 (All dollar amounts in thousands)
 (Unaudited)

	Nine Months Ended September, 30	
	2009	2008
OPERATING ACTIVITIES:		
Net income	\$ 68,327	\$ 37,523
Adjustments to reconcile net income to net cash flows provided by operating activities:		
Depreciation and amortization	86,198	86,058
Gain on derivatives, net	(11,251)	(2,387)
Amortization of deferred financing costs	2,719	2,120
Share-based compensation	905	594
Changes in assets and liabilities, net of effects from acquisitions:		
Accounts receivable, net	(164)	640
Accounts receivable — affiliates	(13,845)	(21,577)
Prepaid expenses and other assets	(3,092)	(2,449)
Accounts payable, accrued expenses and other current liabilities	10,600	2,888
Deferred revenue	1,360	1,363
Other non-current liabilities	(254)	67
Net cash flows provided by operating activities	<u>\$ 141,503</u>	<u>\$ 104,840</u>
INVESTING ACTIVITIES:		
Capital expenditures	\$ (87,716)	\$ (107,835)
Net cash flows used in investing activities	<u>\$ (87,716)</u>	<u>\$ (107,835)</u>
FINANCING ACTIVITIES:		
New borrowings of bank debt	\$ 343,500	\$ 538,000
Repayment of bank debt	(301,500)	(475,158)
Capital distributions to parent (Notes 2, 9)	(153,854)	(64,000)
Capital contributions from parent	70,000	60,000
Dividend payment on preferred member's interest	(13,500)	(13,500)
Dividend payment to parent	—	(22,389)
Financing costs	—	(10,887)
Other financing activities — book overdrafts	1,212	(758)
Net cash flows (used in) provided by financing activities	<u>\$ (54,142)</u>	<u>\$ 11,308</u>
Net (decrease) increase in cash	(355)	8,313
CASH, beginning of period	15,502	9,076
CASH, end of period	<u>\$ 15,147</u>	<u>\$ 17,389</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the period for interest, net of amounts capitalized	<u>\$ 75,028</u>	<u>\$ 74,905</u>
NON-CASH TRANSACTIONS — FINANCING:		
Exchange of cable systems with related party (Note 9)	<u>\$ 108,643</u>	<u>\$ —</u>

The accompanying notes to the unaudited financial statements are an integral part of these statements

**MEDIACOM BROADBAND LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

1. ORGANIZATION

Basis of Preparation of Unaudited Consolidated Financial Statements

Mediacom Broadband LLC ("Mediacom Broadband," and collectively with its subsidiaries, "we," "our" or "us"), a Delaware limited liability company wholly-owned by Mediacom Communications Corporation ("MCC"), is involved in the acquisition and operation of cable systems serving smaller cities and towns in the United States.

We have prepared these unaudited consolidated financial statements in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC"). In the opinion of management, such statements include all adjustments, consisting of normal recurring accruals and adjustments, necessary for a fair presentation of our consolidated results of operations and financial position for the interim periods presented. The accounting policies followed during such interim periods reported are in conformity with generally accepted accounting principles in the United States of America and are consistent with those applied during annual periods. For a summary of our accounting policies and other information, refer to our Annual Report on Form 10-K for the year ended December 31, 2008. 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, 2009.

Mediacom Broadband Corporation ("Broadband Corporation"), a Delaware corporation wholly-owned by us, co-issued, jointly and severally with us, public debt securities. Broadband Corporation has no operations, revenues or cash flows and has no assets, liabilities or stockholders' equity on its balance sheet, other than a one-hundred dollar receivable from an affiliate and the same dollar amount of common stock. Therefore, separate financial statements have not been presented for this entity.

Reclassifications

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

2. RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

FASB Accounting Standards Codification

In June 2009, the Financial Accounting Standards Board ("FASB") issued FASB Statement No. 168, *The "FASB Accounting Standards Codification"™ and the Hierarchy of Generally Accepted Accounting Principles—a replacement of FASB Statement No. 162*. Statement 168 establishes the FASB Accounting Standards Codification™ ("Codification" or "ASC") as the single source of authoritative U.S. generally accepted accounting principles ("GAAP") recognized by the FASB to be applied by nongovernmental entities for interim or annual periods ending after September 30, 2009. Rules and interpretive releases of the Securities and Exchange Commission ("SEC") under authority of federal securities laws are also sources of authoritative GAAP for SEC registrants. The Codification supersedes all existing non-SEC accounting and reporting standards. All other non-grandfathered, non-SEC accounting literature not included in the Codification will be considered non-authoritative.

Following the Codification, FASB will not issue new standards in the form of Statements, FASB Staff Positions or Emerging Issues Task Force Abstracts. Instead, FASB will issue Accounting Standards Updates, which will serve to update the Codification, provide background information about the guidance and provide the basis for conclusions on the changes to the Codification.

GAAP is not intended to be changed as a result of FASB's Codification project. However, it will change the way in which accounting guidance is organized and presented. As a result, we will change the way we reference GAAP in our financial statements. We have begun the process of implementing the Codification by providing references to the Codification topics alongside references to the previously existing accounting standards.

Other Pronouncements

In September 2006, FASB issued ASC 820 — *Fair Value Measurements and Disclosures* ("ASC 820") (formerly SFAS No. 157, "*Fair Value Measurements*"). ASC 820 establishes a single authoritative definition of fair value, sets out a framework for measuring fair value and expands on required disclosures about fair value measurement. On January 1, 2009, we completed our adoption of the relevant guidance in ASC 820 which did not have a material effect on our consolidated financial statements.

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In April 2009, the FASB issued ASC 820-10-65-4 — *Fair Value Measurements and Disclosures* (“ASC 820”) (formerly FSP No. FAS 157-4, “*Determining Fair Value When the Volume and Level of Activity for the Asset or the Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly*”). ASC 820-10-65-4 provides additional guidance on (i) estimating fair value when the volume and level of activity for an asset or liability have significantly decreased in relation to normal market activity for the asset or liability, and (ii) circumstances that may indicate that a transaction is not orderly. ASC 820-10-65-4 also requires additional disclosures about fair value measurements in interim and annual reporting periods. ASC 820-10-65-4 is effective for interim and annual reporting periods ending after June 15, 2009, and shall be applied prospectively. We have completed our evaluation of ASC 820-10-65-4 and determined that the adoption did not have a material effect on our consolidated financial condition or results of operations.

The following sets forth our financial assets and liabilities measured at fair value on a recurring basis at September 30, 2009. These assets and liabilities have been categorized according to the three-level fair value hierarchy established by ASC 820, which prioritizes the inputs used in measuring fair value.

- Level 1 — Quoted market prices in active markets for identical assets or liabilities.
- Level 2 — Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3 — Unobservable inputs that are not corroborated by market data.

As of September 30, 2009, our interest rate exchange agreement liabilities, net, were valued at \$36.1 million using Level 2 inputs, as follows:

(dollars in thousands)	Fair Value as of September 30, 2009			
	Level 1	Level 2	Level 3	Total
Assets				
Interest rate exchange agreements	\$ —	\$ 125	\$ —	\$ 125
Liabilities				
Interest rate exchange agreements	\$ —	\$ 36,251	\$ —	\$ 36,251
Interest rate exchange agreements — liabilities, net	\$ —	\$ 36,126	\$ —	\$ 36,126

As of December 31, 2008, our interest rate exchange agreement liabilities, net, were valued at \$47.4 million using Level 2 inputs, as follows:

(dollars in thousands)	Fair Value as of December 31, 2008			
	Level 1	Level 2	Level 3	Total
Assets				
Interest rate exchange agreements	\$ —	\$ —	\$ —	\$ —
Liabilities				
Interest rate exchange agreements	\$ —	\$ 47,376	\$ —	\$ 47,376
Interest rate exchange agreements — liabilities, net	\$ —	\$ 47,376	\$ —	\$ 47,376

In February 2007, the FASB issued ASC 820 — *Fair Value Measurements and Disclosures* (“ASC 820”) (formerly SFAS No. 159, “*The Fair Value Option for Financial Assets and Financial Liabilities — Including an amendment of FASB Statement No. 115*”). ASC 820 permits entities to choose to measure many financial instruments and certain other items at fair value. We adopted the relevant guidance in ASC 820 as of January 1, 2008. We did not elect the fair value option of ASC 820.

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In December 2007, the FASB issued ASC 805 — *Business Combinations* (“ASC 805”) (formerly SFAS No. 141 (R), “*Business Combinations*”) which continues to require the treatment that all business combinations be accounted for by applying the acquisition method. Under the acquisition method, the acquirer recognizes and measures the identifiable assets acquired, the liabilities assumed, and any contingent consideration and contractual contingencies, as a whole, at their fair value as of the acquisition date. Under ASC 805, all transaction costs are expensed as incurred. The guidance in ASC 805 will be applied prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning after December 15, 2008. We adopted ASC 805 on January 1, 2009 and determined that the adoption did not have a material effect on our consolidated financial condition or results of operations.

In March 2008, the FASB issued ASC 815 — *Derivatives and Hedging* (“ASC 815”) (formerly SFAS No. 161, “*Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133*”). ASC 815 requires enhanced disclosures about an entity’s derivative and hedging activities and thereby improves the transparency of financial reporting. ASC 815 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with early application encouraged. We have completed our evaluation of ASC 815 and determined that the adoption did not have a material effect on our consolidated financial condition or results of operations.

In May 2009, the FASB issued ASC 855 — *Subsequent Events* (“ASC 855”) (formerly SFAS No. 165, “*Subsequent Events*”). ASC 855 establishes general standards for the accounting and disclosure of events that occurred after the balance sheet date but before the financial statements are issued. ASC 855 is effective for interim or annual periods ending after June 15, 2009. We have completed our evaluation of ASC 855 as of September 30, 2009 and determined that the adoption did not have a material effect on our consolidated financial condition or results of operations. See Note 13 for the disclosures required by ASC 855.

In April 2009, the FASB staff issued ASC 825-10-65 — *Financial Instruments* (“ASC 825-10-65”) (formerly FSP No. FAS 107-1 and APB 28-1, “*Interim Disclosures about Fair Value of Financial Instruments*”). ASC 825-10-65 requires disclosures about fair value of financial instruments in all interim financial statements as well as in annual financial statements. ASC 825-10-65 is effective for interim reporting periods ending after June 15, 2009. We have completed our evaluation of ASC 825-10-65 and determined that the adoption did not have a material effect on our consolidated financial condition or results of operations. See Note 6 for more information.

3. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following (dollars in thousands):

	September 30, 2009	December 31, 2008
Cable systems, equipment and subscriber devices	\$ 1,458,203	\$ 1,367,623
Vehicles	36,520	37,755
Buildings and leasehold improvements	26,830	25,692
Furniture, fixtures and office equipment	20,214	18,989
Land and land improvements	4,979	4,990
	<u>\$ 1,546,746</u>	<u>\$ 1,455,049</u>
Accumulated depreciation	(809,190)	(705,983)
Property, plant and equipment, net	<u>\$ 737,556</u>	<u>\$ 749,066</u>

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Change in Estimate — Useful lives

Effective July 1, 2008, we changed the estimated useful lives of certain plant and equipment within our cable systems in connection with our deployment of all digital video technology both in the network and at the customer's home. These changes in asset lives were based on our plans and our experience thus far in executing such plans, to deploy all digital video technology across all of our cable systems. This technology affords us the opportunity to increase network capacity without costly upgrades and, as such, extends the useful lives of cable plant by four years. We have also begun to provide digital set-top boxes to our customer base as part of this all digital network deployment. In connection with the all digital set-top launch, we have reviewed the asset lives of our customer premise equipment and determined that their useful lives should be extended by two years. While the timing and extent of current deployment plans are subject to modification, management believes that extending the useful lives is appropriate and will be subject to ongoing analysis. The weighted average useful lives of such fixed assets changed as follows:

	Useful lives (in years)	
	From	To
Plant and equipment	12	16
Customer premise equipment	5	7

These changes were made on a prospective basis effective July 1, 2008, and resulted in a reduction of depreciation expense and a corresponding increase in net income of approximately \$3.2 million and \$9.6 million for the three and nine months ended September 30, 2009, respectively.

These changes resulted in a reduction of depreciation expense and a corresponding increase in net income of approximately \$3.2 million for the three and nine months ended September 30, 2008.

4. ACCOUNTS PAYABLE, ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accounts payable, accrued expenses and other current liabilities consisted of the following (dollars in thousands):

	September 30, 2009	December 31, 2008
Accrued interest	\$ 26,631	\$ 16,887
Liability under interest rate exchange agreements	24,896	26,689
Accrued programming costs	22,174	20,673
Accrued payroll and benefits	16,785	14,083
Intercompany accounts payable and other accrued expenses	14,057	23,257
Accrued taxes and fees	12,811	17,914
Book overdrafts (1)	9,689	8,387
Accrued property, plant and equipment	8,833	5,395
Advance subscriber payments	8,654	5,954
Accounts payable	5,339	—
Accrued service costs	4,811	5,896
Accrued telecommunications costs	2,804	2,236
Accounts payable, accrued expenses and other current liabilities	<u>\$ 157,484</u>	<u>\$ 147,371</u>

- (1) Book overdrafts represent outstanding checks in excess of funds on deposit at our disbursement accounts. We transfer funds from our depository accounts to our disbursement accounts upon daily notification of checks presented for payment. Changes in book overdrafts are reported as part of cash flows from financing activities in our consolidated statement of cash flows.

5. DEBT

Debt consisted of the following (dollars in thousands):

	September 30, 2009	December 31, 2008
Bank credit facilities	\$ 1,338,000	\$ 1,296,000
8 ¹ / ₂ % senior notes due 2015	500,000	500,000
	<u>\$ 1,838,000</u>	<u>\$ 1,796,000</u>
Less: current portion	56,125	94,000
Total long-term debt	<u>\$ 1,781,875</u>	<u>\$ 1,702,000</u>

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Bank Credit Facility

The average interest rates on outstanding debt under our bank credit facility (the “credit facility”) as of September 30, 2009 and 2008 were 5.0% and 6.3%, respectively, including the effect of the interest rate exchange agreements discussed below. Continued access to our credit facility is subject to our remaining in compliance with the covenants of such credit facility, principally the requirement that we maintain a maximum ratio of total senior debt to cash flow, as defined in the credit agreement, of 6.0 to 1.0. Our ratio of total senior debt to cash flow for the three months ended September 30, 2009, was 4.3 to 1.0.

As of September 30, 2009, we had unused revolving credit commitments of \$287.3 million under our credit facility, all of which could be borrowed and used for general corporate purposes based on the terms and conditions of our debt arrangements. As of the same date, \$36.2 million of our unused revolving credit commitments were subject to scheduled quarterly reductions terminating on March 31, 2010; \$251.1 million of our unused revolving credit commitments expire on December 31, 2012, and are not subject to scheduled reductions prior to maturity. As of September 30, 2009, approximately \$9.5 million of letters of credit were issued under our credit facility to various parties as collateral for our performance relating to insurance and franchise requirements, which restricted the unused portion of our credit facility’s revolving credit commitments by such amount.

Senior Notes

As of September 30, 2009, we had \$500.0 million of senior notes outstanding. The indentures governing our senior notes contain financial and other covenants that are generally less restrictive than those found in our credit facility, and do not require us to maintain any financial ratios. Significant covenants include a limitation on the incurrence of additional indebtedness based upon a maximum ratio of total indebtedness to cash flow, as defined in these agreements, of 8.5 to 1.0. These agreements also contain limitations on dividends, investments and distributions.

Interest Rate Swaps

We use interest rate exchange agreements, or interest rate swaps, in order to fix the rate of the applicable Eurodollar portion of debt under our credit facility to reduce the potential volatility in our interest expense that would otherwise result from changes in market interest rates. Our interest rate swaps have not been designated as hedges for accounting purposes, and have been accounted for on a mark-to-market basis as of, and for, the three and nine months ended September 30, 2009 and 2008.

As of September 30, 2009, we had current interest rate swaps with various banks pursuant to which the interest rate on \$600 million was fixed at a weighted average rate of 4.5%. As of the same date, about 60% of our total outstanding indebtedness was at fixed rates, or subject to interest rate protection. Our current interest rate swaps are scheduled to expire in the amounts of \$200 million, \$100 million, \$100 million and \$200 million during the years ended December 31, 2009, 2010, 2011 and 2012, respectively.

We have also entered into forward-starting interest rate swaps that will fix rates for (i) a two-year period at a rate of 3.3% on \$100 million of floating rate debt, which will commence in December 2009, and 2.9% on \$100 million of floating rate debt, which will commence in December 2010 and (ii) a three-year period at a weighted average rate of 3.1% on \$300 million of floating rate debt, which will commence in December 2009.

The fair value of our interest rate swaps is the estimated amount that we would receive or pay to terminate such agreements, taking into account market interest rates and the remaining time to maturities. As of September 30, 2009, based upon mark-to-market valuation, we recorded on our consolidated balance sheet, a long-term asset of \$0.1 million, an accumulated current liability of \$24.9 million and an accumulated long-term liability of \$11.3 million. As of December 31, 2008, based upon mark-to-market valuation, we recorded on our consolidated balance sheet an accumulated current liability of \$26.7 million and an accumulated long-term liability of \$20.7 million.

As a result of the mark-to-market valuations on these interest rate swaps, we recorded a net loss on derivatives of \$1.9 million and a net gain on derivatives of \$3.2 million for the three months ended September 30, 2009 and 2008, respectively, and a net gain on derivatives of \$11.3 million and \$2.4 million for the nine months ended September 30, 2009 and 2008, respectively.

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Covenant Compliance and Debt Ratings

For all periods through September 30, 2009, we were in compliance with all of the covenants under our credit facility and senior note arrangements. There are no covenants, events of default, borrowing conditions or other terms in our credit facility or senior note arrangements that are based on changes in our credit rating assigned by any rating agency.

Fair Value

As of September 30, 2009, the fair values of our senior notes and credit facility are as follows (dollars in thousands):

8 1/2 % senior notes due 2015	<u>\$ 512,500</u>
Bank credit facilities	<u>\$ 1,280,709</u>

6. PREFERRED MEMBER'S INTERESTS

Mediacom LLC, a wholly owned subsidiary of MCC, has a \$150.0 million preferred equity investment in our company as of September 30, 2009. The preferred equity investment has a 12% annual dividend, payable quarterly in cash. During each of the three months ended September 30, 2009 and 2008, we paid \$4.5 million in cash dividends on the preferred equity. During each of the nine months ended September 30, 2009 and 2008, we paid \$13.5 million in cash dividends on the preferred equity.

7. MEMBERS' EQUITY

Share-based Compensation

Total share-based compensation expense, for the three and nine months ended September 30, 2009 and 2008, was as follows (dollars in thousands):

	Three Months Ended September 30,	
	2009	2008
Share-based compensation expense by type of award:		
Employee stock options	\$ 39	\$ 4
Employee stock purchase plan	71	55
Restricted stock units	<u>206</u>	<u>184</u>
Total share-based compensation expense	<u>\$ 316</u>	<u>\$ 243</u>

During the three months ended September 30, 2009, there were no restricted stock units or stock options granted to our employees under MCC's compensation programs. Each of the restricted stock units and stock options in MCC's stock compensation programs are exchangeable and exercisable, respectively, into a share of MCC's Class A common stock. During the three months ended September 30, 2009, 1,000 restricted stock units were vested and no stock options were exercised.

	Nine Months Ended September 30,	
	2009	2008
Share-based compensation expense by type of award:		
Employee stock options	\$ 111	\$ 54
Employee stock purchase plan	216	156
Restricted stock units	<u>578</u>	<u>384</u>
Total share-based compensation expense	<u>\$ 905</u>	<u>\$ 594</u>

During the nine months ended September 30, 2009, 170,000 restricted stock units and 57,000 stock options were granted to our employees under MCC's compensation programs. The weighted average fair values associated with these grants were \$4.73 per restricted stock unit and \$3.95 per stock option. During the nine months ended September 30, 2009, approximately 77,000 restricted stock units were vested and no stock options were exercised.

Employee Stock Purchase Plan

Under MCC's employee stock purchase plan, all employees are allowed to participate in the purchase of shares of MCC's Class A common stock at a 15% discount on the date of the allocation. Shares purchased by our employees under MCC's plan amounted to approximately 102,000 and 205,000 for the three and nine months ended September 30, 2009. Shares purchased by our employees under MCC's plan amounted to approximately 95,000 and 188,000 for the three and nine months ended September 30, 2008. The net proceeds to us were approximately \$0.4 million for each of the three months ended September 30, 2009 and 2008. The net proceeds to us were approximately \$0.7 million for each of the nine months ended September 30, 2009 and 2008.

Capital contributions / distributions

Capital contributions from parent and capital distributions to parent which are included in the Consolidated Statement of Cash Flows are reported on a gross basis.

8. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

We, our parent company and our subsidiaries or other affiliated companies are involved in various legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these other matters will not have a material adverse effect on our consolidated financial position, results of operations, cash flows or business.

9. RELATED PARTY TRANSACTION

Share Exchange Agreement between MCC and an affiliate of Morris Communications

On September 7, 2008, MCC entered into a Share Exchange Agreement (the "Exchange Agreement") with Shivers Investments, LLC ("Shivers") and Shivers Trading & Operating Company ("STOC"). Both STOC and Shivers are affiliates of Morris Communications Company, LLC ("Morris Communications").

On February 13, 2009, MCC completed the Exchange Agreement pursuant to which it exchanged 100% of the shares of stock of a wholly-owned subsidiary, which held approximately \$110 million of cash and non-strategic cable systems serving approximately 25,000 basic subscribers contributed to MCC by Mediacom LLC, for 28,309,674 shares of MCC Class A common stock held by Shivers.

Asset Transfer Agreement with MCC and Mediacom LLC

On February 11, 2009, our operating subsidiaries executed an Asset Transfer Agreement (the "Transfer Agreement") with MCC and certain of the operating subsidiaries of Mediacom LLC, pursuant to which certain of our cable systems located in Illinois, which serve approximately 42,200 basic subscribers, and a cash payment of \$8.2 million would be exchanged for certain of Mediacom LLC's cable systems located in Florida, Illinois, Iowa, Kansas, Missouri, and Wisconsin, which serve approximately 45,900 basic subscribers (the "Asset Transfer"). We believe the Asset Transfer will better align our customer base geographically, making our cable systems more clustered and allowing for more effective management, administration, controls and reporting of our field operations. The Asset Transfer was completed on February 13, 2009 (the "transfer date").

As part of the Transfer Agreement, Mediacom LLC contributed to MCC cable systems located in Western North Carolina, which serve approximately 25,000 basic subscribers. These cable systems were part of the Exchange Agreement noted above. In connection therewith, Mediacom LLC received on February 12, 2009 a \$74 million cash contribution from MCC that had been contributed to MCC by us on the same date. On February 12, 2009, our operating subsidiaries borrowed \$74 million under the revolving commitments of their bank credit facility to fund this contribution to MCC.

The net assets of the cable systems we received as part of the Asset Transfer were accounted for as a transfer of businesses under common control in accordance with ASC 805. Under this method of accounting: (i) the net assets we received have been recorded at Mediacom LLC's carrying amounts; (ii) the net assets of the cable systems we transferred to Mediacom LLC and MCC were removed from our consolidated balance sheet at net book value on the transfer date; (iii) for the cable systems we received, we recorded their results of operations as if the transfer date was January 1, 2009; and (iv) for the cable systems we transferred to Mediacom LLC and MCC, we ceased recording those results of operations as of the transfer date. See Note 2.

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We recognized an additional \$5.3 million in revenues and \$1.7 million of net income, for the period January 1, 2009 through the transfer date, because we recorded the results of operations for the cable systems we received as part of the Asset Transfer, as if the transfer date was January 1, 2009. This \$1.7 million of cash flows was recorded under the caption capital distributions to parent on our consolidated statements of cash flows for the nine months ended September 30, 2009.

The financial statements for the periods prior to January 1, 2009 were not adjusted for the receipt of net assets because the net assets did not meet the definition of a business under generally accepted accounting principles in effect prior to the adoption of ASC 805.

10. GOODWILL AND OTHER INTANGIBLE ASSETS

In accordance with ASC 350 — *Intangibles — Goodwill and Other* (“ASC 350”) (formerly SFAS No. 142, “*Goodwill and Other Intangible Assets*”), the amortization of goodwill and indefinite-lived intangible assets is prohibited and requires such assets to be tested annually for impairment, or more frequently if impairment indicators arise. We have determined that our cable franchise rights and goodwill are indefinite-lived assets and therefore not amortizable.

We directly assess the value of cable franchise rights for impairment under ASC 350 by utilizing a discounted cash flow methodology. In performing an impairment test in accordance with ASC 350, we make assumptions, such as future cash flow expectations, customer growth, competition, industry outlook, capital expenditures, and other future benefits related to cable franchise rights, which are consistent with the expectations of buyers and sellers of cable systems in determining fair value. If the determined fair value of our cable franchise rights is less than the carrying amount on the financial statements, an impairment charge would be recognized for the difference between the fair value and the carrying value of such assets.

Goodwill impairment is determined using a two-step process. The first step compares the fair value of a reporting unit with our carrying amount, including goodwill. If the fair value of a reporting unit exceeds our carrying amount, goodwill of the reporting unit is considered not impaired and the second step is unnecessary. If the carrying amount of a reporting unit exceeds our fair value, the second step is performed to measure the amount of impairment loss, if any. The second step compares the implied fair value of the reporting unit’s goodwill, calculated using the residual method, with the carrying amount of that goodwill. If the carrying amount of the goodwill exceeds the implied fair value, the excess is recognized as an impairment loss. We have determined that we have one reporting unit for the purpose of applying ASC 350, Mediacom Broadband. We conducted our annual impairment test as of October 1, 2008.

The economic conditions currently affecting the U.S. economy and how that may impact the long-term fundamentals of our business may have a negative impact on the fair values of the assets in our reporting units. This may result in the recognition of an impairment loss when we perform our next annual impairment testing during the fourth quarter of 2009.

Because there has not been a meaningful change in the long-term fundamentals of our business during the first nine months of 2009, we have determined that there has been no triggering event under ASC 350, and as such, no interim impairment test is required as of September 30, 2009.

11. SUBSEQUENT EVENTS

We have evaluated the impact of subsequent events on our consolidated financials statements and related footnotes through the date of issuance, November 6, 2009.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our unaudited consolidated financial statements as of, and for, the three and nine months ended September 30, 2009 and 2008, and with our annual report on Form 10-K for the year ended December 31, 2008. Certain items have been reclassified to conform to the current year's presentation.

Overview

We are a wholly-owned subsidiary of Mediacom Communications Corporation ("MCC"), the nation's seventh largest cable television company based on the number of basic video subscribers, or basic subscribers, and among the leading cable operators focused on serving the smaller cities and towns in the United States.

Through our interactive broadband network, we provide our customers with a wide variety of advanced products and services, including video services, such as video-on-demand, high-definition television ("HDTV") and digital video recorders ("DVRs"), high-speed data ("HSD") and phone service. We offer the triple-play bundle of video, HSD and phone over a single communications platform, a significant advantage over most competitors in our service areas. As of September 30, 2009, we offered the triple-play bundle to approximately 97% of our estimated 1.51 million homes passed in seven states.

As of September 30, 2009, we served 702,000 basic subscribers, representing a penetration of 46.5% of our estimated homes passed; 369,000 digital video customers, or digital customers, representing a penetration of 52.6% of our basic subscribers; 420,000 HSD customers, representing a penetration of 27.8% of our estimated homes passed; and 146,000 phone customers, representing a penetration of 10.0% of our estimated marketable phone homes. We evaluate our performance, in part, by measuring the number of revenue generating units ("RGUs") we serve, which represent the total of basic subscribers and digital, HSD and phone customers. As of September 30, 2009, we served 1.64 million RGUs.

Direct broadcast satellite ("DBS") companies are our most significant video competitor, and in recent months we have faced increased levels of price competition from DBS providers, who offer video programming substantially similar to ours. We compete with these providers by offering our triple-play bundle and interactive video services that are unavailable to DBS customers due to the limited two-way interactivity of DBS service. Our HSD service competes primarily with digital subscriber line ("DSL") services offered by local telephone companies; based upon the speeds we offer, our HSD product is superior to comparable DSL offerings in our service areas. Our phone service mainly competes with substantially comparable phone services offered by local telephone companies, as well with national wireless providers and the impact of "wireless substitution," where certain phone customers have chosen a wireless or cellular phone product as their only phone service. We believe our customers prefer the cost savings of the bundled products and services we offer, as well as the convenience of having a single provider contact for ordering, provisioning, billing and customer care.

Our ability to continue to grow our customers and revenues is dependent on a number of factors, including the competition we face and general economic conditions. The current economic downturn has had many effects on our business, including a reduction in sales activity, lower levels of television advertising and greater instances of customers' inability to pay for our products and services. Most notably, as a result of poor economic conditions and increasing price competition from DBS providers, we have seen lower demand for our video, HSD and phone services, which has led to a reduction in basic subscribers and slower growth rates of digital, HSD and phone customers. Consequently, we believe we will experience lower revenue growth for the full year 2009 than in prior years. In addition, we expect that advertising revenues will show further declines in 2009 as compared to 2008, as we anticipate lower political advertising revenues and continued weakness in advertising revenues from national, regional and local markets. A continuation or broadening of such effects as a result of the current downturn or increased competition may adversely impact our results of operations, cash flows and financial position.

Share Exchange Agreement between MCC and an affiliate of Morris Communications

On September 7, 2008, MCC entered into a Share Exchange Agreement (the "Exchange Agreement") with Shivers Investments, LLC ("Shivers") and Shivers Trading & Operating Company ("STOC"). Both STOC and Shivers are affiliates of Morris Communications Company, LLC ("Morris Communications").

On February 13, 2009, MCC completed the Exchange Agreement pursuant to which it exchanged 100% of the shares of stock of a wholly-owned subsidiary, which held approximately \$110 million of cash and non-strategic cable systems serving approximately 25,000 basic subscribers contributed to MCC by Mediacom LLC, for 28,309,674 shares of MCC Class A common stock held by Shivers.

Asset Transfer Agreement with MCC and Mediacom LLC

On February 11, 2009, our operating subsidiaries executed an Asset Transfer Agreement (the "Transfer Agreement") with MCC and certain of the operating subsidiaries of Mediacom LLC, a wholly-owned subsidiary of MCC, pursuant to which certain of our cable systems located in Illinois and a cash payment of \$8.2 million would be exchanged for certain of Mediacom LLC's cable systems located in Florida, Illinois, Iowa, Kansas, Missouri, and Wisconsin (the "Asset Transfer"). The net effect of the Asset Transfer on our subscriber and customer base was the gain of 3,700 basic subscribers and the loss of 1,000 digital customers, 1,000 HSD customers and 600 phone customers. We believe the Asset Transfer will better align our customer base geographically, making our cable systems more clustered and allowing for more effective management, administration, controls and reporting of our field operations. The Asset Transfer was completed on February 13, 2009 (the "transfer date").

As part of the Transfer Agreement, Mediacom LLC contributed to MCC cable systems located in Western North Carolina, which served approximately 25,000 basic subscribers. These cable systems were part of the Exchange Agreement noted above. In connection therewith, Mediacom LLC received on February 12, 2009 a \$74 million cash contribution from MCC that had been contributed to MCC by us on the same date. On February 12, 2009, our operating subsidiaries borrowed \$74 million under the revolving commitments of their bank credit facility to fund this contribution to MCC.

Revenues, Costs and Expenses

Video revenues primarily represent monthly subscription fees charged to customers for our core cable products and services (including basic and digital cable programming services, wire maintenance, equipment rental and services to commercial establishments), pay-per-view charges, installation, reconnection and late payment fees and other ancillary revenues. HSD revenues primarily represent monthly fees charged to customers, including small to medium sized commercial establishments, for our HSD products and services and equipment rental fees, as well as fees charged to medium to large sized businesses for our scalable, fiber-based enterprise network products and services. Phone revenues primarily represent monthly fees charged to customers. Advertising revenues represent the sale of advertising placed on our video services.

Service costs consist primarily of video programming costs and other direct costs related to providing and maintaining services to our customers. Significant service costs include: programming expenses; wages and salaries of technical personnel who maintain our cable network, perform customer installation activities and provide customer support; HSD costs, including costs of bandwidth connectivity and customer provisioning; phone service costs, including delivery and other expenses; and field operating costs, including outside contractors, vehicle, utilities and pole rental expenses. These costs generally rise because of customer growth, contractual increases in video programming rates and inflationary cost increases for personnel, outside vendors and other expenses. Costs relating to personnel and their support may increase as the percentage of our expenses that we can capitalize declines due to lower levels of new service installations. Cable network related costs also fluctuate with the level of investment we make, including the use of our own personnel, in the cable network. We anticipate that our service costs will continue to grow and should remain fairly consistent as a percentage of our revenues, with the exception of programming costs, which we discuss below.

Video programming expenses, which are generally paid on a per subscriber basis, have historically been our largest single expense item. In recent years, we have experienced a substantial increase in the cost of our programming, particularly sports and local broadcast programming, well in excess of the inflation rate or the change in the consumer price index. We believe that these expenses will continue to grow, principally due to contractual unit rate increases and the increasing demands of sports programmers and television broadcast station owners for retransmission consent fees. While such growth in programming expenses can be partially offset by rate increases, it is expected that our video gross margins will decline as increases in programming costs outpace growth in video revenues.

Significant selling, general and administrative expenses include: wages and salaries for our call centers, customer service and support and administrative personnel; franchise fees and taxes; marketing; bad debt; billing; advertising; and office costs related to telecommunications and office administration. These costs typically rise because of customer growth and inflationary cost increases for employees and other expenses, and we expect such costs should remain fairly consistent as a percentage of revenues.

Corporate expenses reflect compensation of corporate employees and other corporate overhead.

Adjusted OIBDA

We define Adjusted OIBDA as operating income before depreciation and amortization and non-cash, share-based compensation charges. Adjusted OIBDA is one of the primary measures used by management to evaluate our performance and to forecast future results but is not a financial measure calculated in accordance with generally accepted accounting principles (GAAP) in the United States. It is also a significant performance measure in our annual incentive compensation programs. We believe Adjusted OIBDA is useful for investors because it enables them to assess our performance in a manner similar to the methods used by management, and provides a measure that can be used to analyze, value and compare the companies in the cable industry, which may have different depreciation and amortization policies, as well as different non-cash, share-based compensation programs. Adjusted OIBDA and similar measures are used in calculating compliance with the covenants of our debt arrangements. A limitation of Adjusted OIBDA, however, is that it excludes depreciation and amortization, which represents the periodic costs of certain capitalized tangible and intangible assets used in generating revenues in our business. Management utilizes a separate process to budget, measure and evaluate capital expenditures. In addition, Adjusted OIBDA has the limitation of not reflecting the effect of the non-cash, share-based compensation charges.

Adjusted OIBDA should not be regarded as an alternative to either operating income or net income (loss) as an indicator of operating performance nor should it be considered in isolation or as a substitute for financial measures prepared in accordance with GAAP. We believe that operating income is the most directly comparable GAAP financial measure to Adjusted OIBDA.

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Actual Results of Operations

Three Months Ended September 30, 2009 compared to Three Months Ended September 30, 2008

The following tables set forth the consolidated statements of operations for the three months ended September 30, 2009 and 2008 (dollars in thousands and percentage changes that are not meaningful are marked NM):

	Three Months Ended September 30,		\$ Change	% Change
	2009	2008		
Revenues	\$ 205,581	\$ 196,904	\$ 8,677	4.4%
Costs and expenses:				
Service costs (exclusive of depreciation and amortization)	85,731	81,118	4,613	5.7%
Selling, general and administrative expenses	41,847	43,510	(1,663)	(3.8%)
Management fee expense	3,942	3,737	205	5.5%
Depreciation and amortization	29,214	26,399	2,815	10.7%
Operating income	44,847	42,140	2,707	6.4%
Interest expense, net	(29,679)	(29,676)	(3)	NM
(Loss) gain on derivatives, net	(1,936)	3,155	(5,091)	NM
Other expense, net	(1,234)	(1,762)	528	(30.0%)
Net income	\$ 11,998	\$ 13,857	\$ (1,859)	(13.4%)
Adjusted OIBDA	\$ 74,377	\$ 68,782	\$ 5,595	8.1%

The following represents a reconciliation of Adjusted OIBDA to operating income, which is the most directly comparable GAAP measure (dollars in thousands):

	Three Months Ended September 30,		\$ Change	% Change
	2009	2008		
Adjusted OIBDA	\$ 74,377	\$ 68,782	\$ 5,595	8.1%
Non-cash, share-based compensation	(316)	(243)	(73)	30.0%
Depreciation and amortization	(29,214)	(26,399)	(2,815)	10.7%
Operating income	\$ 44,847	\$ 42,140	\$ 2,707	6.4%

Revenues

The following tables set forth the revenues, and selected subscriber, customer and average monthly revenue statistics for the three months ended September 30, 2009 and 2008 (dollars in thousands, except per subscriber data):

	Three Months Ended September 30,		\$ Change	% Change
	2009	2008		
Video	\$ 131,065	\$ 127,303	\$ 3,762	3.0%
HSD	49,028	44,956	4,072	9.1%
Phone	15,251	12,906	2,345	18.2%
Advertising	10,237	11,739	(1,502)	(12.8%)
Total revenues	\$ 205,581	\$ 196,904	\$ 8,677	4.4%

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	September 30,		Increase/ (Decrease)	% Change
	2009	2008		
Basic subscribers	702,000	718,000	(16,000)	(2.2%)
Digital customers	369,000	349,000	20,000	5.7%
HSD customers	420,000	394,000	26,000	6.6%
Phone customers	146,000	130,000	16,000	12.3%
RGUs(1)	1,637,000	1,591,000	46,000	2.9%
Average total monthly revenue per basic subscriber (2)	\$ 96.72	\$ 91.60	\$ 5.12	5.6%

(1) RGUs represent the total of basic subscribers and digital, HSD and phone customers.

(2) Represents total average monthly revenues for the quarter divided by total average basic subscribers for such period.

Revenues increased 4.4%, largely attributable to growth in our HSD, digital and, to a lesser extent, phone customers, offset in part by lower advertising revenues. RGUs grew 2.9% due to HSD, digital and phone customer growth, offset in part by lower basic subscribers. Average total monthly revenue per basic subscriber increased 5.6%, primarily as a result of higher penetration levels of our advanced products and services.

Video revenues grew 3.0%, primarily due to customer growth in digital and other advanced video services, offset in part by a 2.2% decrease in basic subscribers. The decline in basic subscribers was primarily due to increased DBS competition and poor economic conditions. During the three months ended September 30, 2009, we lost 13,000 basic subscribers and gained 3,000 digital customers, compared to a gain of 3,000 basic subscribers and a gain of 14,000 digital customers in the prior year period. As of September 30, 2009, 38.1% of our digital customers were taking our DVR and/or HDTV services, as compared to 33.2% as of the same date last year.

HSD revenues rose 9.1%, principally due to a 6.6% increase in HSD customers and, to a lesser extent, higher unit pricing. During the three months ended September 30, 2009, we gained 5,000 HSD customers, as compared to a gain of 15,000 in the prior year period.

Phone revenues grew 18.2%, mainly due to a 12.3% increase in phone customers and, to a lesser extent, higher unit pricing. During the three months ended September 30, 2009, we gained 3,000 phone customers, as compared to a gain of 8,000 in the prior year period.

Advertising revenues decreased 12.8%, principally due to declines in automotive and political advertising from national and, to a lesser extent, local customers.

Costs and Expenses

Service costs rose 5.7%, primarily due to higher programming expenses and, to a much lesser extent, HSD and phone service delivery costs offset in part by lower field operating costs. Programming expenses increased 9.4%, largely as a result of higher contractual rates charged by our programming vendors and, to a lesser extent, greater retransmission consent fees and new sports programming. HSD and phone service delivery costs were 14.6% and 8.8% higher, respectively, principally due to unit growth. Field operating costs fell 6.1%, primarily due to a decrease in vehicle fuel costs. Service costs as a percentage of revenues were 41.7% and 41.2% for the three months ended September 30, 2009 and 2008, respectively.

Selling, general and administrative expenses fell 3.8%, largely as a result of lower employee, marketing and, to a lesser extent, office expenses, offset in part by higher billing expenses and greater taxes and fees. Customer service employee costs fell 11.8%, principally due to improved productivity in our call centers. Marketing costs were 8.8% lower, mainly due to lower television marketing, offset in part by increased direct mail campaigns. Office expenses dropped 12.0%, primarily due to reduced rent expense and lower telecommunications costs as a result of more efficient call routing and internal network use. Billing expenses grew 9.9%, principally due to higher processing fees. Taxes and fees increased 3.5%, primarily due to higher property taxes and franchise fees. Selling, general and administrative expenses as a percentage of revenues were 20.4% and 22.1% for the three months ended September 30, 2009 and 2008, respectively.

Management fee expense increased 5.5%, reflecting higher overhead charges at MCC. Management fee expenses as a percentage of revenues were 1.9% for each of the three months ended September 30, 2009 and 2008.

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Depreciation and amortization increased 10.7%, largely as a result of greater deployment of shorter-lived customer premise equipment.

Adjusted OIBDA

Adjusted OIBDA grew 8.1%, mainly due to growth in HSD, video and, to a lesser extent, phone revenues, offset in part by higher service costs and, to a lesser extent, lower advertising revenues.

Operating Income

Operating income was 6.4% higher, principally due to the increase in Adjusted OIBDA, offset in part by greater depreciation and amortization.

Interest Expense, Net

Interest expense, net, was essentially flat, as lower market interest rates on variable rate debt were offset by higher average indebtedness. As of September 30, 2009, our total debt was \$1.838 billion, with a weighted average cost of debt of 5.9%, as compared to \$1.773 billion with a weighted average cost of debt of 6.9% as of the same date last year.

(Loss) Gain on Derivatives, Net

As of September 30, 2009, we had interest rate exchange agreements, or interest rate swaps, with an aggregate notional amount of \$1.1 billion, of which \$500 million are forward-starting interest rate swaps. These swaps have not been designated as hedges for accounting purposes. The changes in their mark-to-market values are derived primarily from changes in market interest rates and the decrease in their time to maturity. As a result of the quarterly mark-to-market valuation of these interest rate swaps, we recorded a net loss on derivatives of \$1.9 million and a net gain on derivatives of \$3.2 million, based upon information provided by our counterparties, for the three months ended September 30, 2009 and 2008, respectively.

Other Expense, Net

Other expense, net, was \$1.2 million and \$1.8 million for the three months ended September 30, 2009 and 2008, respectively. During the three months ended September 30, 2009, other expense, net, consisted of \$0.7 million of deferred financing costs and \$0.5 million of commitment fees. During the three months ended September 30, 2008, other expense, net, consisted of \$0.4 million of deferred financing costs, \$0.7 million of commitment fees and \$0.7 million of other fees.

Net Income

As a result of the factors described above, we recognized net income of \$12.0 million for the three months ended September 30, 2009, compared to net income of \$13.9 million for the prior year period.

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Nine Months Ended September 30, 2009 compared to Nine Months Ended September 30, 2008

The following tables set forth the consolidated statements of operations for the nine months ended September 30, 2009 and 2008 (dollars in thousands and percentage changes that are not meaningful are marked NM):

	Nine Months Ended September 30,		\$ Change	% Change
	2009	2008		
Revenues	\$ 622,369	\$ 583,270	\$ 39,099	6.7%
Costs and expenses:				
Service costs (exclusive of depreciation and amortization)	255,918	236,320	19,598	8.3%
Selling, general and administrative expenses	122,600	124,865	(2,265)	(1.8%)
Management fee expense	11,794	11,189	605	5.4%
Depreciation and amortization	86,198	86,058	140	0.2%
Operating income	145,859	124,838	21,021	16.8%
Interest expense, net	(84,726)	(86,240)	1,514	(1.8%)
Gain on derivatives, net	11,251	2,387	8,864	NM
Other expense, net	(4,057)	(3,462)	(595)	17.2%
Net income	\$ 68,327	\$ 37,523	\$ 30,804	82.1%
Adjusted OIBDA	\$ 232,962	\$ 211,490	\$ 21,472	10.2%

The following represents a reconciliation of Adjusted OIBDA to operating income, which is the most directly comparable GAAP measure (dollars in thousands):

	Nine Months Ended September 30,		\$ Change	% Change
	2009	2008		
Adjusted OIBDA	\$ 232,962	\$ 211,490	\$ 21,472	10.2%
Non-cash, share-based compensation	(905)	(594)	(311)	52.4%
Depreciation and amortization	(86,198)	(86,058)	(140)	0.2%
Operating income	\$ 145,859	\$ 124,838	\$ 21,021	16.8%

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Revenues

The following tables set forth the revenues, and selected subscriber, customer and average monthly revenue statistics for the nine months ended September 30, 2009 and 2008 (dollars in thousands, except per subscriber data):

	Nine Months Ended September 30,		\$ Change	% Change
	2009	2008		
Video	\$ 400,399	\$ 382,913	\$ 17,486	4.6%
HSD	146,952	130,938	16,014	12.2%
Phone	45,004	36,374	8,630	23.7%
Advertising	30,014	33,045	(3,031)	(9.2%)
Total revenues	\$ 622,369	\$ 583,270	\$ 39,099	6.7%

	September 30,		Increase/ (Decrease)	% Change
	2009	2008		
Basic subscribers	702,000	718,000	(16,000)	(2.2%)
Digital customers	369,000	349,000	20,000	5.7%
HSD customers	420,000	394,000	26,000	6.6%
Phone customers	146,000	130,000	16,000	12.3%
RGUs	1,637,000	1,591,000	46,000	2.9%
Average total monthly revenue per basic subscriber	\$ 97.47	\$ 90.14	\$ 7.33	8.1%

Revenues rose \$39.1 million, or 6.7%, of which \$33.8 million was largely attributable to growth in our digital, HSD and, to a lesser extent, phone customers, offset in part by lower advertising revenues. The remaining increase of \$5.3 million was related to the accounting treatment of the Asset Transfer, as described in Note 9 in our Notes to Consolidated Financial Statements. Average total monthly revenue per basic subscriber increased \$7.33, or 8.1%, compared to the prior year period, primarily as a result of higher penetration levels of our advanced products and services. About \$1.24 of the increase in average total monthly revenue per basic subscriber was related to the Asset Transfer.

Video revenues grew \$17.5 million, or 4.6%, of which \$13.8 million was primarily due to customer growth in digital and other advanced video services and, to a lesser extent, basic video rate increases, with the remaining \$3.7 million related to the Asset Transfer. Excluding the effect of the Transfer Agreement, during the nine months ended September 30, 2009, we lost 18,700 basic subscribers and gained 15,000 digital customers, as compared to a loss of 2,000 basic subscribers and a gain of 31,900 digital customers in the prior year period.

HSD revenues grew \$16.0 million, or 12.2%, of which \$14.8 million was primarily due to a 6.6% increase in HSD customers and, to a lesser extent, growth higher unit pricing, with the remaining \$1.2 million related to the Asset Transfer. During the nine months ended September 30, 2009, we gained 21,000 HSD customers, excluding the effect of the Transfer Agreement, as compared to a gain of 35,200 in the prior year period.

Phone revenues grew \$8.6 million, or 23.7%, of which \$8.2 million was mainly due to a 12.3% increase in phone customers and, to a lesser extent, higher unit pricing, with the remaining \$0.4 million related to the Asset Transfer. During the nine months ended September 30, 2009, we gained 12,600 phone customers, excluding the effect of the Transfer Agreement, as compared to a gain of 24,900 in the prior year period.

Advertising revenues decreased \$3.0 million, or 9.2%, largely due to poor results in automotive advertising in local, and to a lesser extent, national markets.

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Costs and Expenses

Service costs increased \$19.6 million, or 8.3%, primarily due to higher programming expenses and, to a much lesser extent, \$2.5 million of service costs related to the Asset Transfer and increased HSD and phone service delivery costs, offset in part by lower field operating expenses. The following analysis of service cost components excludes the effects of the Asset Transfer. Programming expenses increased 10.5%, largely as a result of higher contractual rates charged by our programming vendors and, to a lesser extent, greater retransmission consent fees and the recent launch of new sports programming. Phone and HSD service costs rose 8.9% and 10.0%, respectively, principally as a result of unit growth. Field operating expenses decreased 5.7%, mainly due to a decrease in vehicle fuel costs, offset in part by lower capitalization of overhead costs relating to reduced customer installation activity. Service costs as a percentage of revenues were 41.1% and 40.5% for the nine months ended September 30, 2009 and 2008, respectively.

Selling, general and administrative expenses fell \$2.3 million, or 1.8%, largely as a result of lower customer service employee costs and lower marketing and advertising expenses, offset in part by \$0.7 million of selling, general and administrative expenses related to the Asset Transfer and higher taxes and fees. The following analysis of selling, general and administrative expense components excludes the effects of the Asset Transfer. Customer service employee costs were 5.7% lower, mainly due to improved productivity in our call centers. Marketing costs decreased 3.7%, mainly due to lower television marketing, offset in part by increased direct mail campaigns. Advertising expenses fell 4.5%, largely as a result of lower employee costs directly related to sales activity. Taxes and fees increased 2.8%, primarily due to higher franchise fees and property taxes. Selling, general and administrative expenses as a percentage of revenues were 19.7% and 21.4% for the nine months ended September 30, 2009 and 2008, respectively.

Management fee expense increased \$0.6 million or 5.4%, reflecting higher overhead charges at MCC. Management fee expenses as a percentage of revenues were 1.9% for each of the nine months ended September 30, 2009 and 2008.

Depreciation and amortization was essentially flat, due to greater deployment of shorter-lived customer premise equipment and, to a lesser extent, \$0.4 million related to the Asset Transfer, mostly offset by an increase in the useful lives of certain fixed assets.

Adjusted OIBDA

Adjusted OIBDA increased \$21.5 million, or 10.2%, largely as a result of increases in video, HSD and, to a lesser extent, phone revenues and \$2.0 million of Adjusted OIBDA related to the Asset Transfer, offset in part by higher service costs and, to a lesser extent, lower advertising revenues.

Operating Income

Operating income grew \$21.0 million, or 16.8%, mainly due to the increase in Adjusted OIBDA.

Interest Expense, Net

Interest expense, net, decreased 1.8%, primarily due to lower market interest rates on variable rate debt, offset in part by higher average indebtedness.

Gain on Derivatives, Net

As a result of the quarterly mark-to-market valuation of these interest rate swaps, we recorded a net gain on derivatives of \$11.3 million and of \$2.4 million, based upon information provided by our counterparties, for the nine months ended September 30, 2009 and 2008, respectively.

Other Expense, Net

Other expense, net, was \$4.1 million and \$3.5 million for the nine months ended September 30, 2009 and 2008, respectively. During the nine months ended September 30, 2009, other expense, net, consisted of \$2.3 million of deferred financing costs, \$1.5 million of commitment fees and \$0.3 million of other fees. During the nine months ended September 30, 2008, other expense, net, consisted of \$1.2 million of deferred financing costs, \$1.6 million of commitment fees and \$0.7 million of other fees.

Net Income

As a result of the factors described above, we recognized net income of \$68.3 million, of which \$1.7 million was related to the Asset Transfer, for the nine months ended September 30, 2009, compared to a net income of \$37.5 million for the prior year period.

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Liquidity and Capital Resources

Overview

Our net cash flows provided by operating and financing activities are used primarily to fund network investments to accommodate customer growth and the further deployment of our advanced products and services, scheduled repayments of our external financing, contributions to MCC and other investments. We expect that cash generated by us or available to us will meet our anticipated capital and liquidity needs for the foreseeable future, including debt maturities of \$59.0 million during the remainder of 2009 and 2010. As of September 30, 2009, our sources of cash include \$15.1 million of cash and cash equivalents on hand and unused and available revolving credit commitments of \$287.3 million under our \$466.5 million revolving credit facility.

In the longer term, specifically 2015 and beyond, we do not expect to generate sufficient net cash flows from operations to fund our maturing term loans and senior notes. If we are unable to obtain sufficient future financing or, if we not able to do so on similar terms as we currently experience, we may need to take other actions to conserve or raise capital that we would not take otherwise. However, we have accessed the debt markets for significant amounts of capital in the past, and expect to continue to be able to do so in the future as necessary.

Recent Developments in the Credit Markets

We have assessed, and will continue to assess, the impact, if any, of the recent distress and volatility in the capital and credit markets on our financial position. Further disruptions in such markets could cause our counterparty banks to be unable to fulfill their commitments to us, potentially reducing amounts available to us under our revolving credit commitments or subjecting us to greater credit risk with respect to our interest rate exchange agreements. At this time, we are not aware of any of our counterparty banks being in a position where they would be unable to fulfill their obligations to us. Although we may be exposed to future consequences in the event of such counterparties' non-performance, we do not expect any such outcomes to be material.

Net Cash Flows Provided by Operating Activities

Net cash flows provided by operating activities were \$141.5 million for the nine months ended September 30, 2009, primarily due to Adjusted OIBDA of \$233.0 million, offset in part by interest expense of \$84.7 million and, to a much lesser extent, the \$5.4 million net change in our operating assets and liabilities. The net change in our operating assets and liabilities was largely as a result of an increase in accounts receivable from affiliates of \$13.8 million and, to a lesser extent, an increase in prepaid and other assets of \$3.1 million, offset in part by an increase in accounts payable, accrued expenses and other current liabilities of \$10.6 million and, to a lesser extent, an increase in deferred revenue of \$1.4 million.

Net cash flows provided by operating activities were \$104.8 million for the nine months ended September 30, 2008, primarily due to Adjusted OIBDA of \$211.5 million, offset in part by interest expense of \$86.2 million and the \$19.1 million net change in our operating assets and liabilities. The net change in our operating assets and liabilities was principally due to an increase in accounts receivable from affiliates of \$21.6 million, an increase in prepaid expenses and other assets of \$2.4 million, offset in part by an increase in accounts payable, accrued expenses and other current liabilities of \$2.9 million.

Net Cash Flows Used in Investing Activities

Capital expenditures continue to be our primary use of capital resources and the entirety of our net cash flows used in investing activities, as they facilitate the introduction of new products and services and accommodate customer growth and retention. Net cash flows used in investing activities were \$87.7 million for the nine months ended September 30, 2009, as compared to \$107.8 million for the prior year period. The \$20.1 million decrease in capital expenditures was primarily due to higher spending in the prior year period on customer premise equipment and, to a lesser extent, scalable infrastructure for digital transition deployment and HSD requirements and service area expansion. This decrease was partly offset by greater capital spending in the current year for non-recurring investments in our HSD and phone delivery systems.

Net Cash Flows Used in (Provided by) Financing Activities

Net cash flows used in financing activities were \$54.1 million for the nine months ended September 30, 2009, principally due to capital distributions to parent, or MCC, of \$153.8 million and, to a much lesser extent, dividend payments on preferred members' interest of \$13.5 million, offset in part by capital contributions from parent of \$70.0 million and net borrowings of \$42.0 million under our bank credit facility. The \$153.8 million of capital distributions includes an \$82.2 million capital contribution to MCC under the Transfer Agreement. See Note 9 to Consolidated Financial Statements.

Net cash flows provided by financing activities were \$11.3 million for the nine months ended September 30, 2008, principally due to net bank borrowings of \$62.8 million under our bank credit facility which funded dividend payments to MCC of \$22.4 million for repurchases of its Class A common stock, a dividend payment on preferred members' interest of \$13.5 million and financing costs of \$10.9 million.

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Capital Structure

As of September 30, 2009, our outstanding total indebtedness was \$1.838 billion, of which approximately 60% was at fixed interest rates or subject to interest rate protection. During the nine months ended September 30, 2009, we paid cash interest of \$75.0 million, net of capitalized interest.

Our operating subsidiaries have a \$1.635 billion bank credit facility (the “credit facility”), of which \$1.338 billion was outstanding as of September 30, 2009. Continued access to our credit facility is subject to our remaining in compliance with the covenants of such credit facility, principally the requirement that we maintain a maximum ratio of total senior debt to cash flow, as defined in our credit agreements, of 6.0 to 1.0. Our ratio of total senior debt to cash flow for the three months ended September 30, 2009, was 4.3 to 1.0.

As of September 30, 2009, we had revolving credit commitments of \$466.5 million under the credit facility, of which \$287.3 million was unused and available to be borrowed and used for general corporate purposes based on the terms and conditions of our debt arrangements. As of September 30, 2009, \$9.5 million of letters of credit were issued under our credit facility to various parties as collateral for our performance relating to insurance and franchise requirements, thus restricting the unused portion of our revolving credit commitments by such amount. Our unused revolving commitments expire in the amounts of \$36.2 million and \$251.1 million on March 31, 2010, and December 31, 2012, respectively.

We use interest rate exchange agreements, or interest rate swaps, in order to fix the rate of the applicable Eurodollar portion of debt under our credit facility to reduce the potential volatility in our interest expense that would otherwise result from changes in market interest rates. As of September 30, 2009, we had interest rate swaps with various banks pursuant to which the interest rate on \$600 million of floating rate debt was fixed at a weighted average rate of 4.5%. Including the effects of such interest rate swaps, the average interest rates on outstanding debt under our bank credit facility as of September 30, 2009 and 2008 were 5.0% and 6.3%, respectively.

As of September 30, 2009, we had \$500.0 million of senior notes outstanding. The indentures governing our senior notes contain financial and other covenants that are generally less restrictive than those found in our credit facility, and do not require us to maintain any financial ratios. Principal covenants include a limitation on the incurrence of additional indebtedness based upon a maximum ratio of total indebtedness to cash flow, as defined in these agreements, of 8.5 to 1.0. These agreements also contain limitations on dividends, investments and distributions.

Covenant Compliance and Debt Ratings

For all periods through September 30, 2009, we were in compliance with all of the covenants under our credit facility and senior note arrangements. There are no covenants, events of default, borrowing conditions or other terms in our credit facility or senior note arrangements that are based on changes in our credit rating assigned by any rating agency. We do not believe that we will have any difficulty complying with any of the applicable covenants in the foreseeable future.

Contractual Obligations and Commercial Commitments

There have been no material changes to our contractual obligations and commercial commitments as previously disclosed in our annual report on Form 10-K for the year ended December 31, 2008.

Critical Accounting Policies

The preparation of our financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. Periodically, we evaluate our estimates, including those related to doubtful accounts, long-lived assets, capitalized costs and accruals. We base our estimates on historical experience and on various other assumptions that we believe are reasonable. Actual results may differ from these estimates under different assumptions or conditions. We believe that the application of the critical accounting policies requires significant judgments and estimates on the part of management. For a summary of our critical accounting policies, please refer to our annual report on Form 10-K for the year ended December 31, 2008.

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Goodwill and Other Intangible Assets

In accordance with the Financial Accounting Standards Board's Accounting Standards Codification No. 350 ("ASC 350") (formerly SFAS No. 142, "*Goodwill and Other Intangible Assets*"), the amortization of goodwill and indefinite-lived intangible assets is prohibited and requires such assets to be tested annually for impairment, or more frequently if impairment indicators arise. We have determined that our cable franchise rights and goodwill are indefinite-lived assets and therefore not amortizable.

We directly assess the value of cable franchise rights for impairment under ASC 350 by utilizing a discounted cash flow methodology. In performing an impairment test in accordance with ASC 350, we make assumptions, such as future cash flow expectations, unit growth, competition, industry outlook, capital expenditures, and other future benefits related to cable franchise rights, which are consistent with the expectations of buyers and sellers of cable systems in determining fair value. If the determined fair value of our cable franchise rights is less than the carrying amount on the financial statements, an impairment charge would be recognized for the difference between the fair value and the carrying value of such assets.

Goodwill impairment is determined using a two-step process. The first step compares the fair value of a reporting unit with our carrying amount, including goodwill. If the fair value of a reporting unit exceeds our carrying amount, goodwill of the reporting unit is considered not impaired and the second step is unnecessary. If the carrying amount of a reporting unit exceeds our fair value, the second step is performed to measure the amount of impairment loss, if any. The second step compares the implied fair value of the reporting unit's goodwill, calculated using the residual method, with the carrying amount of that goodwill. If the carrying amount of the goodwill exceeds the implied fair value, the excess is recognized as an impairment loss. We have determined that we have one reporting unit for the purpose of applying ASC 350, Mediacom Broadband. We conducted our annual impairment test as of October 1, 2008.

The economic conditions currently affecting the U.S. economy and how that may impact the long-term fundamentals of our business may have a negative impact on the fair values of the assets in our reporting units. This may result in the recognition of an impairment loss when we perform our next annual impairment testing during the fourth quarter of 2009.

Because there has not been a meaningful change in the long-term fundamentals of our business during the first nine months of 2009, we have determined that there has been no triggering event under ASC 350, and as such, no interim impairment test is required as of September 30, 2009.

Inflation and Changing Prices

Our systems' costs and expenses are subject to inflation and price fluctuations. Such changes in costs and expenses can generally be passed through to subscribers. Programming costs have historically increased at rates in excess of inflation and are expected to continue to do so. We believe that under the Federal Communications Commission's existing cable rate regulations we may increase rates for cable television services to more than cover any increases in programming. However, competitive conditions and other factors in the marketplace may limit our ability to increase our rates.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no significant changes to the information required under this Item from what was disclosed in Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2008.

ITEM 4. CONTROLS AND PROCEDURES

Mediacom Broadband LLC

Under the supervision and with the participation of the management of Mediacom Broadband LLC ("Mediacom"), including Mediacom's Chief Executive Officer and Chief Financial Officer, Mediacom evaluated the effectiveness of Mediacom's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this report. Based upon that evaluation, Mediacom's Chief Executive Officer and Chief Financial Officer concluded that Mediacom's disclosure controls and procedures were effective as of September 30, 2009.

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There has not been any change in Mediacom's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2009 that has materially affected, or is reasonably likely to materially affect, Mediacom's internal control over financial reporting.

Mediacom Broadband Corporation

Under the supervision and with the participation of the management of Mediacom Broadband Corporation ("Mediacom Broadband"), including Mediacom Broadband's Chief Executive Officer and Chief Financial Officer, Mediacom Broadband evaluated the effectiveness of Mediacom Broadband's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this report. Based upon that evaluation, Mediacom Broadband's Chief Executive Officer and Chief Financial Officer concluded that Mediacom Broadband's disclosure controls and procedures were effective as of September 30, 2009.

There has not been any change in Mediacom Broadband's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2009 that has materially affected, or is reasonably likely to materially affect, Mediacom Broadband's internal control over financial reporting.

PART II

ITEM 1. LEGAL PROCEEDINGS

See Note 8 to our consolidated financial statements.

ITEM 1A. RISK FACTORS

There have been no material changes in our risk factors from those disclosed in our annual report on Form 10-K for the year ended December 31, 2008, other than as set forth below:

MCC's ability to use net operating loss carry forwards ("NOLs") to reduce future taxable income and thus reduce its federal income tax liability may be limited if there is a change in its ownership or if its taxable income does not reach sufficient levels.

As of December 31, 2008, MCC, our parent company, has approximately \$2.3 billion of U.S. federal NOLs available to reduce taxable income in future years. If MCC experiences an "ownership change," as defined in Section 382 of the Internal Revenue Code and related Treasury Regulations, its ability to use its NOLs could be substantially limited. Generally, an "ownership change" occurs when one or more stockholders, each of whom owns directly or indirectly 5% or more of the value of its stock (or is otherwise treated as a 5% stockholder under Section 382 and the related Treasury Regulations) increase their aggregate percentage ownership of its stock by more than 50 percentage points over the lowest percentage of its stock owned by such stockholders at any time during the preceding three-year testing period. The determination of whether an ownership change occurs is complex, generally not within MCC's control, and to some extent dependent on information that is not publicly available. Consequently, no assurance can be provided as to whether an ownership change has occurred or will occur in the future. In the event of an ownership change, Section 382 imposes an annual limitation on the amount of post-ownership change taxable income that may be offset by pre-ownership change NOLs. MCC's use of NOLs arising after the date of an ownership change would not be affected. Any unused annual limitation may be carried over to later years, thereby increasing the annual limitation in the subsequent taxable year. In addition, MCC's ability to use its NOLs will be dependent on its ability to generate taxable income. Depending on the possible resulting limitations imposed by Section 382, or the timing of MCC's ability to generate sufficient taxable income, a significant portion of its federal NOLs could expire before MCC would be able to use them. MCC's inability to utilize its federal NOLs may potentially accelerate cash tax payments by us to MCC and thus adversely affect our results of operations and financial condition.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description
31.1	Rule 15d-14(a) Certifications of Mediacom Broadband LLC
31.2	Rule 15d-14(a) Certifications of Mediacom Broadband Corporation
32.1	Section 1350 Certifications of Mediacom Broadband LLC
32.2	Section 1350 Certifications of Mediacom Broadband Corporation

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SIGNATURES

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

MEDIACOM BROADBAND LLC

November 6, 2009

By: /s/ Mark E. Stephan
Mark E. Stephan
Executive Vice President and
Chief Financial Officer

SIGNATURES

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

MEDIACOM BROADBAND CORPORATION

November 6, 2009

By: /s/ Mark E. Stephan
Mark E. Stephan
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Exhibit Description
31.1	Rule 15d-14(a) Certifications of Mediacom Broadband LLC
31.2	Rule 15d-14(a) Certifications of Mediacom Broadband Corporation
32.1	Section 1350 Certifications of Mediacom Broadband LLC
32.2	Section 1350 Certifications of Mediacom Broadband Corporation

CERTIFICATIONS

I, Rocco B. Commisso, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Broadband LLC;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 6, 2009

By: /s/ ROCCO B. COMMISSO

Rocco B. Commisso

Chairman and Chief Executive Officer

CERTIFICATIONS

I, Mark E. Stephan, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Broadband LLC;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 6, 2009

By: /s/ MARK E. STEPHAN

Mark E. Stephan
Executive Vice President and
Chief Financial Officer

CERTIFICATIONS

I, Rocco B. Commisso, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Broadband Corporation;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 6, 2009

By: /s/ ROCCO B. COMMISSO

Rocco B. Commisso
Chairman and Chief Executive Officer

CERTIFICATIONS

I, Mark E. Stephan, certify that:

- (1) I have reviewed this report on Form 10-Q of Mediacom Broadband Corporation;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 6, 2009

By: /s/ MARK E. STEPHAN

Mark E. Stephan
Executive Vice President and
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Mediacom Broadband LLC (the "Company") on Form 10-Q for the period ended September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Rocco B. Commisso, Chairman and Chief Executive Officer and Mark E. Stephan, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 6, 2009

By: /s/ ROCCO B. COMMISSO
Rocco B. Commisso
Chairman and Chief Executive Officer

By: /s/ MARK E. STEPHAN
Mark E. Stephan
Executive Vice President and
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Mediacom Broadband Corporation (the "Company") on Form 10-Q for the period ended September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Rocco B. Commisso, Chairman and Chief Executive Officer and Mark E. Stephan, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 6, 2009

By: /s/ ROCCO B. COMMISSO
Rocco B. Commisso
Chairman and Chief Executive Officer

By: /s/ MARK E. STEPHAN
Mark E. Stephan
Executive Vice President and
Chief Financial Officer

Created by Morningstar Document Research documentresearch.morningstar.com

EXHIBIT F

CONFIDENTIAL & PROPRIETARY

OPERATING PROJECTIONS

(PROVIDED IN SEALED ENVELOPE)

EXHIBIT G

Small & Minority Owned Business Plan

MCC TELEPHONY OF THE SOUTH, LLC
SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN
FOR ITS TENNESSEE OPERATIONS

PURPOSE:

The purpose of the Small and Minority-Owned Telecommunications Business Participation Plan ("Plan") of MCC Telephony of the South, LLC ("MCC Telephony" or "Company") is to identify small and minority-owned telecommunications businesses in Tennessee that are qualified to provide goods and services to MCC Telephony, and to promote awareness among these entities of the opportunities to develop business relationships with MCC Telephony in those areas in Tennessee in which MCC Telephony provides telecommunications services.

POLICY STATEMENT:

MCC Telephony acknowledges the importance of supporting the participation of small and minority-owned telecommunications businesses in the telecommunications industry in Tennessee and throughout the United States.

The Company acknowledges its responsibility, wherever feasible, to provide small and minority-owned telecommunications businesses with an opportunity to compete for contracts and subcontracts to supply goods and services to MCC Telephony in those areas in which MCC Telephony is providing telecommunications services. Meeting this responsibility involves the identification and selection of qualified small and minority-owned telecommunications businesses that may wish to contract with MCC Telephony for purposes of supplying the Company's Tennessee operations with goods and services relating to the field of telecommunications. It also involves provision of information on programs, if any, to provide technical assistance to small and minority-owned telecommunications businesses when these are made available in Tennessee.

MCC Telephony acknowledges its obligation, under TENN. CODE ANN. § 65-5-212, to contribute its statutory share to the fund established by the Tennessee Department of Economic and Community Development for the purpose of supporting the Small and Minority-Owned Telecommunications Business Assistance Program ("Program") in Tennessee. This Program provides for loan guarantees, technical assistance and services, and consulting and educational services for small and minority-owned telecommunications businesses in Tennessee.

DEFINITIONS:

"Act" - Section 16 and 17 of Chapter 408 of the Public Acts of 1995.

"MCC Telephony" – a Delaware Limited Liability company headquartered at 100 Crystal Run Road, Middletown, NY XXXXX.

"Minority-Owned Telecommunications Business" – As defined in the Act and in TENN. CODE ANN. § 65-5-212, a telecommunications business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

- a. "Personally Manages" in this context shall mean actively involved in the day-to-day management.
- b. "Controls" in this context shall mean exercising the power to make policy decisions.
- c. "Who is impeded from normal entry" in this context shall individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals and as provided in the regulation implementing Section B(a)

and 7(j) of the Small Business Act, as amended by the Business Opportunity Development Reform Act of 1988, and Business Opportunity Development Reform Act Technical Corrections Act, (15 U.S.C. 67(a) and 636(j)), as amended by Pub. L. 100-656 and Pub. L. 101-37.

“Small Telecommunications Business” - A telecommunications company with annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

“Subcontract” - Any agreement (other than one involving an employer-employee relationship) entered into by MCC Telephony with a non-affiliated company or individual calling for the direct or indirect purchase of raw materials, components, supplies and services needed to support MCC Telephony’s operations.

IMPLEMENTATION OF PLAN:

Where feasible and appropriate, MCC Telephony will invite bids, issue requests for proposals, or otherwise solicit offers from small and minority-owned telecommunications businesses to furnish specified goods or services to MCC Telephony in furtherance of its Tennessee operations, except in the case of emergencies, or in such cases where MCC Telephony is bound by contract to purchase goods and services from other sources.

ADMINISTRATION OF PLAN:

In conducting its business affairs in Tennessee, MCC Telephony will appoint one of its employees as the Administrator of the Plan. The Administrator will steer the process by which MCC Telephony will identify and utilize available resources for identifying small telecommunications and minority-owned telecommunications businesses interested in and qualified to furnish goods and services to MCC Telephony in Tennessee, as MCC Telephony’s needs arise. The Administrator also will oversee the task of cultivating an awareness among such business entities with respect to potential opportunities to develop business relations with MCC Telephony.

The Administrator will endeavor to serve as a resource for technical assistance to small and minority-owned telecommunications business, and will refer such businesses to sources of information and technical assistance, internal and external, where feasible.

PLAN ADMINISTRATOR:

The administration of this Plan will be under the direction of (hereinafter called the “Administrator”):

Anne Sokolin-Maimon
Vice President Regulatory Affairs
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, NY 10941

The duties of the Administrator include the following:

1. To manage the development of Company policies and procedures relating to the Plan.
2. To oversee the identification and development of opportunities to use qualified small and minority-owned telecommunications businesses to participate in and bid on contracts and subcontracts to supply goods and services to MCC Telephony by utilizing the following resources, where available:
 - a. The United States Department of Commerce, Office of Minority Business Data Center, the Small Business Administration and its Procurement Automated Source System (“PASS”) and its Office of Minority Small Business and Capital Ownership Development; the Tennessee Chamber of Commerce; the Tennessee Department of Economic and Community Development; the National Minority Supplier Development

- Counsel; the National Association of Women Business Owners; the National Association of Minority Contractors.
- b. Local and national associations, and minority supplier development councils.
 - c. Trade fairs and industry meetings.
 - d. Advertisement in industry and local publications.
 - e. Historically Black Colleges, Universities, and Minority Institutions.
3. To establish and maintain an updated Plan and related documentation that are consistent with the current rules, orders and policies of the Tennessee Regulatory Authority regarding small and minority-owned telecommunications businesses, and that are in full compliance with TENN. CODE ANN. § 65-5-212.
 4. To prepare and submit such information and documentation as may be required by the Tennessee Regulatory Authority.
 5. To cooperate with the Tennessee Regulatory Authority and with other agencies of the State of Tennessee to find and utilize, where possible, the qualified business entities defined herein.
 6. To facilitate activities for assisting potential buyers in locating and qualifying the types of business concerns identified herein.
 9. To cooperate in any authorized surveys by the Tennessee Regulatory Authority.
 10. To educate MCC Telephony personnel with respect to their responsibility to seek out, encourage, and promote the use of small and minority-owned telecommunications businesses.

COMPLIANCE REPORTS:

MCC Telephony will submit such reports as may be required for use in connection with subcontracting plans by the Tennessee Regulatory Authority and/or the State of Tennessee. MCC Telephony will cooperate to the fullest extent possible with all reasonable and appropriate surveys or studies required by the contracting agency for purposes of determining compliance with the State's small and minority-owned telecommunications business participation program. However, MCC Telephony reserves the right to designate any documents, reports, surveys, studies or information submitted for this purpose as "confidential" or "proprietary."

RECORD MAINTENANCE:

MCC Telephony will maintain records relating to its Small and Minority-Owned Telecommunications Business Participation Plan for purposes of evidencing the Company's implementation of this policy, for use by MCC Telephony in evaluating the effectiveness and in achieving the goals of its Plan, and for the Company's use in updating the Plan on an annual basis with the Tennessee Regulatory Authority, or as otherwise required.

EXHIBIT H

DIALING PARITY PLAN

MCC Telephony of the South, LLC

IntraLATA Toll Dialing Parity Plan

General

IntraLATA toll dialing parity concerns the regulatory requirement that local exchange service customers be enabled to freely select among providers for provision of their interexchange (toll) services. Integral to this is presubscription, whereby a subscriber designates to the local exchange carrier (“Company”) the subscriber’s preferred carrier(s) for interexchange services. Once presubscribed, a customer’s interexchange calls are automatically directed to the designated carrier(s), without the need to use carrier access codes or additional dialing steps. A customer may select different carriers for provision of intraLATA interexchange (also known as “local toll”) and interLATA interexchange services. The customer may select Company for either or both of these purposes in addition to local exchange service, but is not required to do so.

IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing steps to direct calls to an alternative intraLATA toll carrier on a per call basis.

Implementation

IntraLATA presubscription will be offered in conjunction with Company’s initial provision of local exchange service, following a grant of authority. Consistent with federal and state requirements, the Company will make full 2-PIC dialing parity available in any exchange where it provides service.

Presubscription Options

Consistent with state and federal requirements, local exchange customers select carrier(s) to provide intra and inter LATA interexchange services. Either or both (or none) of these may be provided by Company, at the customer’s discretion.

The following options for intraLATA Presubscription are available:

- Option A: The Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.
- Option B: The Customer may select her/his interLATA toll carrier for IntraLATA toll calls subject to presubscription.
- Option C: The Customer may select a carrier other than the Company or the Customer’s interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.
- Option D: The Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

Rules and Regulations

- A. The Customer will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. The Customer of record or new Customers may select either Options A, B, C, or D for intraLATA Presubscription.
- C. The Customer may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in the Company's tariff.

IntraLATA Presubscription Procedures

- A. New Customers will be provided opportunity to select an intraLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new Customer's initial request for intraLATA toll service presubscription shall be provided free of charge.
- B. If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for intraLATA Toll carrier, the Customer may dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. The Customer who informs the company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.
- C. Customers of record may initiate an intraLATA presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company for the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

IntraLATA Presubscription Charges

- A. Application of Charges

After a Customer's initial selection for an intraLATA presubscribed toll carrier as detailed above, for any change thereafter, an intraLATA Presubscription Change Charge will apply. The charge is applicable on a per occurrence basis.

- B. Charge to Change IntraLATA Presubscription Carrier

	Minimum	Maximum
Per port, line or trunk, per occurrence after initial selection	\$2.50	\$7.50

EXHIBIT I

PRE-FILED TESTIMONY

**Before the
TENNESSEE REGULATORY AUTHORITY**

Application of)	
)	
MCC Telephony of the South, LLC)	
)	Docket No. _____
for Authority to Provide)	
Competitive Local Exchange and)	
Interexchange Telecommunications)	
Services in the State of Tennessee)	

Pre-Filed Testimony of Calvin Craib

I, Calvin Craib, do hereby testify as follows in support of the application of MCC Telephony of the South, LLC ("MCC Telephony," "Company," or "Applicant") to the Tennessee Regulatory Authority ("TRA") for a Certificate of Public Convenience and Necessity to provide competitive local exchange and interexchange Telecommunications services within the state of Tennessee.

Please state your name, business address and position with the Applicant.

My name is Calvin Craib. I am the President of MCC Telephony of the South, LLC and my business address is 100 Crystal Run Road, Middletown, NY 10941.

Please state your responsibilities.

With respect to the Applicant, I have oversight responsibility for all aspects of the Company's operations, including its managerial, technical and financial functions.

Please describe your business experience.

I have nearly three decades of experience in the cable industry and have worked for Mediacom Communications Corporation, Applicant's ultimate parent, since 1999. In addition to my responsibilities as President of MCC Telephony, I am Senior Vice President, Business Development, for Mediacom with responsibility for corporate finance. Prior to joining Mediacom, I served as Vice President, Finance and Administration for Interactive Marketing Group; as Senior Vice President, Operations, and Chief Financial Officer for Douglas Communications; and in various financial management capacities at Warner Amex Cable and Tribune Cable.

Are you familiar with the content of MCC Telephony's application, currently before the TRA?

I am.

To the best of your knowledge, information and belief, are all statements in the application correct and true?

Yes, they are.

Please describe the Applicant.

MCC Telephony of the South, LLC is one of several telecommunications operating subsidiaries of Mediacom Communications Corporation. Through its subsidiaries, Mediacom provides a wide range of cable, telecommunications and Internet services to residential and business customers across the country. Applicant currently provides competitive telecommunications services in Alabama, Kentucky and Mississippi and is applying concurrent with this filing, for authority to provide a similar menu of services in North Carolina.

Does MCC Telephony have the managerial and technical qualifications to provide the proposed services?

MCC Telephony is well qualified to provide the proposed services. As noted, the Company already provides these same services to consumers in three states. Moreover, as an operating subsidiary of Mediacom, Applicant benefits from the wealth of experience acquired through the operations of other Mediacom telecommunications entities. Information regarding the managerial and technical experience of MCC Telephony's management is provided within the application.

Does the Company have adequate financial resources to initiate and sustain operations in Tennessee?

Yes. MCC Telephony is an established business, operating successfully in several states. Further, as discussed more extensively in the application, through its parent, Mediacom, the Company has reliable access both to the resources it may require for start-up operations in Tennessee and to operational support thereafter (should any be needed).

Does the Applicant have experience in the provision of telecommunications services?

It does. As discussed above, MCC Telephony provides competitive intrastate and interstate telecommunications services in three states. Additionally, the Company is guided by management which, cumulatively, oversees telecommunications operations in a total of fifteen states at present.

Has Applicant or any of its telecommunications affiliates ever been denied a certificate to provide telecommunications services or had its certificate revoked?

No, they have not.

Has the Company or any of its telecommunications affiliates been the subject of an investigation by any regulatory authority or been subjected to penalties or sanctions by a regulatory authority in connection with service or billing irregularities?

No, they have not.

Please describe the Applicant's proposed operation in Tennessee.

MCC Telephony proposes to operate as a competitive local exchange and interexchange service provider throughout the State of Tennessee. Initially, the Company intends to offer voice services for residential and small business customers, dedicated private line and other high-capacity services for enterprise customers, and exchange access services in connection with other carriers' traffic to and from the Company's customers.

Is the Company familiar with Tennessee rules and regulations pertaining to provision of telecommunications services? Will the Company comply with all rules and orders of the TRA, as well as all state statutes relating to provision of telecommunications services in Tennessee?

Yes. MCC Telephony is familiar with Tennessee rules and regulations pertaining to the provision of telecommunications services. The Company will comply with all requirements applicable to its operations — including rules and orders of the TRA and state statutes — unless and insofar as any of those requirements are waived by the appropriate authority.

Will the Company offer service to all consumers within its service area?

MCC Telephony will offer its services to consumers within its service areas on a wholly nondiscriminatory basis.

Does MCC Telephony propose to offer service in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

At some point, MCC Telephony may offer services in the areas described. It is the Company's understanding that this is acceptable, as the Tennessee Attorney General has opined that Tenn. Code Ann. Section 65-4-201(d), which previously served to protect from competition incumbent telephone carriers with fewer than 100,000 access lines in the state, is no longer valid or enforceable.

Has the Company designated a specific TRA contact person for Tennessee operations ?

Yes. The Company is still designing its personnel schematic and the designated contact may change; however, initially, operational inquiries for Tennessee should be directed to

Mike Brose
Mediacom Communications
2195 Ingersoll Ave
3rd Floor
Des Moines, IA 50312
(515) 246-6156
mbrose@mediacomcc.com

Applicant will notify the TRA promptly of any change in this information.

Based upon your entire experience with the Applicant, does MCC Telephony meet the requirements established for a grant of telecommunications service authority in Tennessee?

Absolutely, yes.

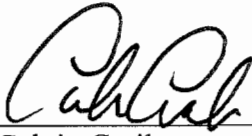
Will grant of a certificate of convenience and necessity to MCC Telephony serve the public interest?

Definitely. MCC Telephony brings Tennessee consumers an exciting selection of competitively priced telecommunications services, including residential and small business voice and ancillary services as well as private line network products for large enterprise customers. Moreover, entry of additional competitive providers enhances the entire telecommunications industry in Tennessee, motivating other carriers to improve the range and quality of their product offerings and the tailored effectiveness of their customer service operations. Tennessee consumers are the ultimate beneficiaries of this competitive growth.

Does this conclude your testimony?

Yes it does.

I swear that the forgoing testimony is true and correct to the best of my knowledge, information and belief.

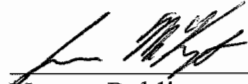


Calvin Craib
President
MCC Telephony of the South, LLC

State of New York

County of Orange

Subscribed and sworn to before me on this 22nd day of December, 2009.



Notary Public

James McKnight
Notary Public, State of New York
Qualified in Orange County
Commission Expires 9/28/2013

EXHIBIT J

INFORMATIONAL TARIFF

INTRASTATE VOICE & DATA SERVICES TARIFF
TENNESSEE

MCC TELEPHONY OF THE SOUTH, LLC
100 Crystal Run Road
Middletown, New York 10941
845-695-2600

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishings of intrastate voice and data communications services by MCC Telephony of the South, LLC, (hereinafter “Company”) with principal offices at 100 Crystal Run Road, Middletown, New York 10941, This tariff applies to services furnished in the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority (“Authority”), and copies can be inspected there and at Company’s principal place of business, during normal business hours.

Issued: _____, 2009

Effective: _____ 2009

By: Mr. Calvin Craib
President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
1	Original	*	33	Original	*	65	Original	*
2	Original	*	34	Original	*			
3	Original	*	35	Original	*			
4	Original	*	36	Original	*			
5	Original	*	37	Original	*			
6	Original	*	38	Original	*			
7	Original	*	39	Original	*			
8	Original	*	40	Original	*			
9	Original	*	41	Original	*			
10	Original	*	42	Original	*			
11	Original	*	43	Original	*			
12	Original	*	44	Original	*			
13	Original	*	45	Original	*			
14	Original	*	46	Original	*			
15	Original	*	47	Original	*			
16	Original	*	48	Original	*			
17	Original	*	49	Original	*			
18	Original	*	50	Original	*			
19	Original	*	51	Original	*			
20	Original	*	52	Original	*			
21	Original	*	53	Original	*			
22	Original	*	54	Original	*			
23	Original	*	55	Original	*			
24	Original	*	56	Original	*			
25	Original	*	57	Original	*			
26	Original	*	58	Original	*			
27	Original	*	59	Original	*			
28	Original	*	60	Original	*			
29	Original	*	61	Original	*			
30	Original	*	62	Original	*			
31	Original	*	63	Original	*			
32	Original	*	64	Original	*			

* Indicates new or revised sheets.

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Tennessee Regulatory Authority. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Authority is not always the tariff page in effect. User should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(1)
- D. Check List of Effective Pages. When a tariff filing is made with the Authority, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Authority.

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APPLICATION OF TARIFF

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of local exchange and interexchange voice services to Tennessee customers by MCC Telephony of the South, LLC (hereinafter referred to as the "Company") between various locations in the State of Tennessee. The Company may also offer its services under or otherwise require a subscriber agreement with additional terms not inconsistent with those herein.

The regulations governing the provision and use of services offered under this Tariff are set forth in Sections 2 and 5. Service descriptions and rates are set forth in Sections 3, 4 and 5, respectively.

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1. TECHNICAL TERMS AND ABBREVIATIONS

1.1 Use of Terms

Capitalized terms defined in the Tariff have the meanings so defined. Other terms used in the Tariff, whether capitalized or not, have the meanings either ascribed to them in Tennessee statutes and regulations or (if not defined therein) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms “hereunder”, “herein”, “hereto” or similar references, refer to this Tariff. Headings used in this Tariff are for reference purposes only, and are not to be deemed a part of this Tariff. Pronouns used in the Tariff are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term “person” includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The term “affiliate” means any person controlling, controlled by, or under common control with another person and “control”, for purposes of this definition, means the power to vote ten percent or more of the equity securities or comparable interests (or to manage the affairs) of the controlled person. The word “include” and derivations thereof are not to be construed as terms of limitation.

1.2 Definitions. Certain terms used throughout this Tariff are defined below.

Authority

“Authority” means the Tennessee Regulatory Authority.

Carrier

“Carrier” means a Local Exchange Carrier or other communications carrier authorized by the Authority or the FCC to provide communications service to the public.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.22 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.22 hereof.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)1.2 Definitions (cont.)Customer

"Customer" means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Tariff. The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal Governmental Authority (including the Authority and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays

"Holidays" mean all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of Service such that the Service becomes unusable by User.

Local Calling

"Local Calling" means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)1.2 Definitions (cont.)Mediacom Affiliate

“Mediacom Affiliate” refers to any one or more of Company’s cable affiliates from whom the Company leases capacity and other facilities and services.

Monthly Recurring Charge (MRC)

The monthly charge to the Customer for the Service, facilities and equipment which continue for the agreed upon duration of the service.

Nonrecurring Charge (NRC)

A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Other Providers

“Other Providers” means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

“Performance Failure” means any disruption, degradation, or failure of Service, including any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

“Regulation(s)” means any and all law(s), rule(s), regulation(s) (including those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Authority or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Scheduled Interruption

“Scheduled Interruption” means an Interruption that has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)1.2 Definitions (cont.)Service(s)

“Service(s)” means the Company’s voice communication service(s) provided under this Tariff.

Service Commencement Date

“Service Commencement Date” means either (i) the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering and accepting Services hereunder.

Tennessee Service Area

The Company’s Tennessee Service Area is the geographic area within which Company offers the services covered by this Tariff, subject to any and all additional limitations in this Tariff or applicable law or agreement with a Customer

Termination (or to Terminate)

“Termination” (or to “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request or by the Company.

User

“User” means a person who is authorized by the Customer to use Service under this Tariff.

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2. RULES AND REGULATIONS

This Tariff addresses the provision of residential, small business and enterprise level voice and data services by the Company. The Services described in Section 3 and 5 of this Tariff may be provided to Customers by the Company through the use of its own facilities or those of its affiliates, or through interconnection with, resale of services from, or any other applicable agreement with any Other Provider(s).

2.1 Undertaking of the Company

2.1.1 Scope of Service. The Company's voice and data service herein is offered solely within Company's Tennessee Service Area and, as applicable, solely where Company or Mediacom Affiliate facilities that are capable of digital transmission are available. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other cause beyond the Company's control.

2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require.

2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) authority of Company or a necessary affiliate to conduct business or construct facilities in the appropriate location to meet the service order; (iii) the provision of Services to the Company by an Other Provider; (iv) interconnection to Other Providers' services or facilities as required; and (v) Customer's full compliance with any Company application, Service Order, or agreement requirements as well as any applicable deposits, advance payments or any applicable approval of the Customer's credit. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the services or facilities furnished by it.

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2. RULES AND REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill or deposit, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) failure to meet or maintain the Company's credit and deposit requirements.

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, submission of an advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service. Specifically, the Company may refuse Service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with the Company or with any of its affiliates and who is unwilling to make acceptable arrangements for payment of that debt.

2.2.2 Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited. The Mediacom Voice Service is a single-line service, provided for use primarily for voice communications. The Mediacom Voice Service may not be used for business activities (whether for-profit or not-for-profit) that are based on use of a communications channel (for example, but not limited to, accessing a computer server, chat lines, telemarketing, call center services, directory assistance services, payphone services, medical transcription, facsimile broadcasting or dial-up information services.) The Customer agrees not to resell or redistribute (whether

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2. RULES AND REGULATIONS (cont.)

for a fee or otherwise) the Mediacom Phone Service or any portion thereof. Because such uses place an extraordinary burden on the network, and may impact the quality of service received by other Customers, Company reserves the right to request information or inspection upon suspicion of such uses, and Company may limit or deny service if it reasonably believes Customer is using Mediacom Voice Service for such commercial purposes. Failure to provide such information or permit inspection may be grounds for Termination or denial of service. Customer is responsible for any misuse, by any person, of Customer's account.

- 2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.
- 2.2.4 The Customer has no property right in the telephone number, in any other call number designation, or in any other addressing scheme associated with or used in connection with the Company's Services. The Company may change any such numbers, designation, or addressing scheme that are assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business, subject to any restrictions in state or federal law.
- 2.2.5 The Customer may only use Mediacom Voice Services at the service address provided to Company. Customer may not move a multimedia terminal adapter provided for use with the Company's Services to another location or otherwise use or attempt to use service under this Tariff from any other location except as expressly provided by Company.

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2. RULES AND REGULATIONS (cont.)

- 2.2.6 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:
- (a) payment of all charges for services in accordance with this Tariff.
 - (b) reasonable care for the equipment of Company on the Customer's premises;
 - (c) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
 - (d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer.
 - (e) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
 - (f) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
 - (g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2. RULES AND REGULATIONS (cont.)

- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- (i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.2.7 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company Facilities.

2.2.8 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.

2.2.9 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.3 Transmission

The Services are suitable for the transmission of voice, other addressing scheme, or other communications only to the limited extent set forth herein.

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2. RULES AND REGULATIONS (cont.)**2.4 Equipment**

- 2.4.1 Except as otherwise described within this tariff, the Company's Services are designed to be used with certain types of customer premise equipment (CPE), specifically multimedia terminal adapters, which will be available from the Company under separate agreement. Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to Company CPE or facilities.
- 2.4.2 Except as otherwise agreed to by Company and Customer, the Customer is responsible for ensuring that all attached customer-provided CPE conforms to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such regulations. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel including the suspension of service.
- 2.4.3 The Customer will be responsible for payment of service charges at the Company's standard hourly rates in effect at the time for visits by any Company personnel, contractors, agents or personnel of Company Affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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2. RULES AND REGULATIONS (cont.)**2.4 Equipment (cont.)**

- 2.4.4 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company. The Company is not liable for damages, injury, or loss of service caused by actions in violation of this provision; should violation of this provision cause damage or loss to Company, Customer will be liable for such damage or loss.
- 2.4.5 Title to all facilities provided in conjunction with this Tariff remains with the Company, its Affiliates, or its vendors. Customer is responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.
- 2.4.6 Proper installation of Services may require Company to access, modify, or disconnect the Network Interface Device (NID) installed by Customer's prior provider on the outside of Customer's building. Should Customer subsequently terminate service with the Company, Customer may incur charges from an Other Provider to reconnect or modify the NID. Company is not liable for any such charges incurred as a result of Company's need to access, modify, or disconnect the NID.

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2. RULES AND REGULATIONS (cont.)

2.5 Customer Premises

Customer shall provide, without cost to Company, any necessary access, space, conduit, and electric power required to deliver Services at User's premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to User's premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents. Customer shall keep said equipment and facilities free and clear of all liens and encumbrances whatsoever. Upon Termination, Customer shall permit the Company to remove all of its facilities and equipment from (and shall arrange for the Company to have access to) any and all User premises where they are located, which equipment and facilities are not to be deemed abandoned.

2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.

2.6.1 Extension of the Company's Facilities

Company agrees to provide Mediacom Voice Service as described in Section 3 to all addresses in the Company's service territory, as described elsewhere in this tariff, subject to the density requirements specified in this subsection except as otherwise limited in this Tariff. Whenever Company receives a request for Mediacom Voice Service from a potential Customer in an unserved area contiguous to Company's or Mediacom Affiliate's existing distribution facilities where there are at least ten (10) residences or ten (10) separately-owned business properties within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Company or Mediacom Affiliate's trunk or distribution cable which is to be extended, Company shall extend system to provide service at no additional cost to the Customer other than the applicable installation charge provided in

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2. RULES AND REGULATIONS (cont.)

Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

2.6.2 Customer Charges for Extensions of the Company's Facilities

If a potential Customer requests Mediacom Voice Service in a location where it is unavailable, Company, at its option, may provide such service if the Customer agrees to share in the capital cost of such construction. Specifically, Company shall contribute a capital amount equal to the construction cost per mile multiplied by a fraction, the numerator of which equals the actual number of residences or separately owned business properties within 1320 cable-bearing strand feet from the Company or Mediacom Affiliate's existing trunk or distribution cable, and whose denominator equals ten (10). Customer(s) who requests Mediacom Voice Service in the area served by the extension shall bear a pro rata portion of the remaining cost to extend. Company may require that payment of Customer's capital contribution be paid in advance. Charges for new facilities construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

2.7 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a customer's service must be interrupted due to maintenance, the Company will notify the affected customer base via a website prescribed for scheduled outage messages, in advance, if possible.

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2. RULES AND REGULATIONS (cont.)**2.8 Service Commencement and Acceptance**

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered from a Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.9 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation. If a Service Order is cancelled less than one business day prior to scheduled initiation of service, Customer may experience loss of dial tone for which Company is not responsible.

2.10 Billing and Payments

The Company will follow Authority-approved billing and collection procedures, which include:

2.10.1 The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.10.2 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis or under such other terms as may be agreed to by the Company and the Customer in writing. All Monthly Recurring Charges are billed in advance and any Nonrecurring Charges are billed in arrears.

2.10.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of amount erroneously billed.

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2. RULES AND REGULATIONS (cont.)2.11 Late Payment Charge

A charge of up to five dollars (\$5.00) will be applied to Customer's invoices for Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00). The amount of the Late Payment Charge will be indicated on the Customer's bill when rendered.

2.12 Deposits

At this time, the Company is not requiring deposits from its Tennessee customers.

2.13 Return Check Charge

The Customer will be charged up to thirty dollars (\$30.00) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer request and in accordance with Authority Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes unless otherwise exempted as a matter of law. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4 for certain optional, transactionally-priced products or services.

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2. RULES AND REGULATIONS (cont.)2.16 Discontinuation and Suspension

2.16.1 Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The notice shall contain the name of the person whose service is to be terminated and the telephone number where the service is being rendered. The final date shall be not less than five (5) days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. mail with first-class postage prepaid or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the Service. The notice will include a toll-free or collect number where a Company representative qualified to provide additional information about the disconnection can be reached.

2.16.2 Reasons for Refusal or Disconnection of Service.

Unless otherwise stated, the Customer will be provided notice of the pending disconnection and the rule violation that necessitates disconnection. The Customer will be provided five (5) days' written notice prior to discontinuance unless otherwise indicated. Service may be refused or disconnected consistent with Authority Rules, including:

2.16.2.A Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.

2.16.2.B Without notice in the event of the Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.16.2.C Without notice in the event of tampering with equipment furnished and owned by the Company, of any unlawful, unauthorized or fraudulent use of or access to the Services, including violation of the provisions of this Tariff, a Service Order, or of any other Regulations by the Customer, by any User, or by any other person;

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2. RULES AND REGULATIONS (cont.)

- 2.16.2.D Without notice in the event of unauthorized use.
- 2.16.2.E For violation of, or noncompliance with, the Company's rules on file with the Authority, the requirements of municipal ordinances, or law pertaining to the Service.
- 2.16.2.F For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's rules filed with the Authority as conditions for obtaining Service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective customer to fulfill the contractual obligations imposed on the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory jurisdiction of the Authority.
- 2.16.2.G For failure of the Customer to permit the Company reasonable access to its equipment and facilities.
- 2.16.2.H For nonpayment of bill for Authority-regulated services by the current Customer, provided that the Company has made a reasonable attempt to effect collection and:
- (1) Has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill (except that, insofar as consistent with Authority Rules, disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);
- (2) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using the complaint procedures in this tariff, shall continue, and for not fewer than forty-five (45) days after the rendering of the disputed bill, the

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2. RULES AND REGULATIONS (cont.)2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

Service will not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Authority in the event the Customer files a written complaint with the Authority.

2.16.3 Medical Emergency. Notwithstanding any other provision of this Tariff, the Company will postpone (for a period set forth in the Authority's Regulations) the disconnection of Service to a residential User with a serious illness when the Customer produces a written statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the User's illness would be aggravated by such disconnection.

2.16.4 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon prior written notice or telephone call to the Company requesting that termination be scheduled.

2.17 Complaint Procedures

All bills are presumed accurate, and shall be binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Company will respond to the complaint consistent with Authority Rules. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department
Attn: Mediacom Telephony
100 Crystal Run Road
Middletown, NY 10941

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2. RULES AND REGULATIONS (cont.)

2.17 Complaint Procedures (Cont.)

The Company shall further direct such supervisory personnel to inform any Customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Authority and shall furnish them with the contact information as follows:

The Consumer Services utility complaint form is to be submitted online or printed and returned to:

Consumer Services Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

FAX: 615-741-8953

The form and additional Consumer Services information is available at:
<http://www.state.tn.us/tra/consumer.html>

For general inquiries, the Authority's contact telephone numbers are:

Toll Free: 1-800-342-8359
TTY: 1-888-276-0677

In the event that a Customer seeks Authority review of the complaint, the Company will cooperate with subsequent proceedings consistent with Authority Rules. In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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2. RULES AND REGULATIONS (cont.)2.18 Limitation of Liability

2.18.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, cancellation, provision, preemption, termination, maintenance, repair or restoration of Service (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof. Notice is provided by this tariff that the Service is not provided over an independently powered system; accordingly, service interruption due to loss of electrical power is not a Performance Failure under this subparagraph. Company shall have no liability for loss of use or any other damages caused by a failure of electric power. Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the loss of privacy of any account or billing information collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.

2.18.2 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, emotional, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including any 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service) provided hereunder.

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2. RULES AND REGULATIONS (cont.)**2.18 Limitation of Liability (cont.)**

- 2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.18.4 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.
- 2.18.5 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred except as otherwise provided herein or as provided for under state law or Authority Rule.
- 2.18.6 Customer's sole remedy for Company's failure to install services is to cancel the Services without liability.

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2. RULES AND REGULATIONS (cont.)

2.18.7 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred.

2.18.8 The Company shall not be liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- (c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.18.9 Any other provision of this Tariff notwithstanding, in no event will the Company's liability under this Tariff, including to the extent permitted by law its liability for willful misconduct or gross negligence, exceed the total amount of charges incurred by Customer for Services provided hereunder up to a maximum liability of One Thousand Dollars (\$1,000).

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2. RULES AND REGULATIONS (cont.)

2.18.10 The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

2.19 Disclaimer

2.19.1 The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure including disruption of electrical power which results in an inability to use the Service; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

2.19.2 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.

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2. RULES AND REGULATIONS (cont.)2.19 Disclaimer (cont.)

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.20 Indemnification

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from any alleged cause including but not limited to: injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss, damage or other alleged harm was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any of the circumstances described in Section 2.21 below. The Company will exercise reasonable efforts to notify the Customer promptly of written claims or demands for which the Customer is responsible hereunder. The Company and the Customer shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

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2. RULES AND REGULATIONS (cont.)**2.21 Unlawful Use of Services**

The uses or activities in subparagraphs 1-5 below are considered unlawful uses of the Services, and Company may, upon good faith belief that any such uses are occurring from Customer's premises, on Customer's account, or by Customer or any User, suspend Customer's account without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.20 foregoing also include Claims arising from or in connection with:

- 2.21.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;
- 2.21.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) the combination of Customer's or any User's use of Services with CPE or provided by any other Customer or User facilities or services;
- 2.21.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or any User of the Services;
- 2.21.4 use of the Services that interferes with, endangers or adversely affects the operations of the Company's network or Service, provided by the Company to any other person; and
- 2.21.5 any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customer or any User.

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2. RULES AND REGULATIONS (cont.)

2.22 Credits and Credit Allowances

The Company follows credits and credit allowances procedures consistent with the Authority's rules, and highlights the following provisions:

2.22.1 Credits to the Customer's recurring charges, if any, for service which is Interrupted (other than by a Scheduled Interruption) and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, will be applied to Customer's account with the Company, provided the Interruptions are not due to (i) the negligence or willful misconduct of a User, its employees, subcontractors, or agents; (ii) a malfunction of subscriber-owned equipment; (iii) disasters, Acts of God or other *force majeure* conditions (see §2.26); or (iv) the inability of the Company to gain access to the subscriber's premises for the purpose of investigating and correcting the interruption. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twenty-four (24) that the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours. An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Credits will not be issued for (1) interruptions of service during a period in which the Customer continues to use the service on an impaired basis; (2) interruption of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and (3) interruption of service during a time period in which the Company provides a satisfactory replacement service. Each Interruption is to be considered separately for the purposes of this calculation and is rounded to the nearest hour.

2.22.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

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2. RULES AND REGULATIONS (cont.)**2.23 Establishing Credit**

The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit. If the Company requires an applicant to establish and maintain credit, the Company will do so consistent with Authority requirements.

2.24 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services, and will comply with all regulations and requirements related thereto.

2.25 Compliance

The Company and Customer shall (and Customer shall cause any Users to) comply with all applicable state regulations.

2.26 Force Majeure

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent any alleged deficiency of performance is caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes; insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises or any portion of the Company's facilities, disconnection or unavailability of any Other Provider's facilities, capacity or services, acts of third parties which are (i) unrelated to Company or (ii) related to Company but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority having appropriate jurisdiction over the Company.

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2. RULES AND REGULATIONS (cont.)**2.27 Cooperation**

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.28 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Tennessee Regulatory Authority, the laws of the State of Tennessee, and any applicable federal law(s).

2.29 Assignment

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Tariff (or under any Service Order) to any other person without the Company's prior written consent.

2.30 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than Company or Customer.

2.31 Other Documents

References to other documents or instruments (including the Authority's rules, Company Service Orders, Acceptable Use Policies, etc.) refer to such documents or instruments as amended from time to time.

2.32 Severability

The provisions in this tariff are severable and, in the event any court or regulatory body finds any provision or provisions invalid, all other provisions remain in effect.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE

3.1 Mediacom Residential Voice Service.

Mediacom Residential Voice Service consists of (i) a single, voice grade line; (ii) a telephone number ; (iii) local calling throughout Mediacom's Tennessee Service Area; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service; (vii) 911 Service or, where available, E911 Service; and (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services. Recurring and Nonrecurring Charges for Mediacom Residential Voice Services are specified in Section 4.3. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by an in-home back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available. Access to caller-paid services may, at Company's option, be provided only to Customers who request such access.

3.2 Mediacom Business Voice Service.

Mediacom Business Voice Service consists of: (i) a single, voice grade line with an option for multiple voice lines; (ii) a telephone number with an option for multiple telephone numbers; (iii) local calling throughout Mediacom's Tennessee Service Area; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service, and, at the Customer's request Enhanced Business White Pages and Yellowpages Directory Listings; (vii) 911 Service or, where available, E911 Service; (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services; and (ix) Mediacom Basic Voice Mail (described in section 3.5.1 of this Tariff). Recurring and nonrecurring Charges for Mediacom Business Voice Services are specified in Section 4.4. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by a back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available.

Access to caller-paid services may, at Company's option, be provided only to Customers who request such access. Mediacom may also offer a local-only, feature-free line for business customer use ("Mediacom Local Only Phone").

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.3 Bundled Features. Both Mediacom Residential Voice Service and Mediacom Business Voice Service include the following features where technically feasible:

Anonymous Call Rejection (* 77)

Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

Billed Number Screening (3rd Party/Collect Block)

If activated, Billed Number Screening blocks collect calls and/or third party billed calls to the User's telephone number. Callers are informed that such billing is unauthorized by the User and that another form of billing is required.

Call Forwarding (* 72)

Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

Call Waiting

Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach the User.

Caller ID (name and number)

Caller ID name and number shows who is calling before the call is answered. The User's phone displays the name and telephone number of the User's incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting

Call Waiting ID works just like Caller ID name and number, but while a User are already on the phone.

Caller ID Per Call Blocking (*67)

Caller ID Per Call Blocking allows the User to block Caller ID information from being displayed on the Caller ID display of the called party.

Cancel Call Waiting (*70)

Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

Repeat Dial (* 66)

Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

Return Call (* 69)

Return Call is a feature that will automatically redial the number of the last person who called the Customer's number, whether anyone is able to answer the phone or not.

Speed Dialing 8

Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling

Three Way Calling is a service that permits a three-way conference call.

Call Forwarding Busy Line/No Answer

Call Forward Busy Line/No Answer redirects incoming calls to a previously established number only when your line is in use.

Customer Originated Trace (*57)

Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the Company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking

900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the Customer's phone.

International Call Blocking

International Call Blocking will prevent International calls from being placed from the Customer's phone.

These services are not priced or offered separately. Additional features may be added as described in 3.4.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.4 Optional Features and Services. Optional Features and Services are not included in Mediacom Voice Service but may be added to the Mediacom Voice Service by the Customer at rates specified in Section 4. These may only be obtained in conjunction with the purchase of Mediacom Voice Service.

3.4.1 International Calling. International Calling is a service that allows the User to make calls to locations outside the United States, Canada, Puerto Rico and the U.S. Virgin Islands.

3.4.2 Additional Outlet Installation Additional Outlet Installation is a service that allows the Customer to have additional telephone outlets installed in their location.

3.4.3 Operator Services and Directory Assistance. Operator Services and Directory Assistance are services that allow Users to place various types of Operator Assisted calls.

3.4.3.A Operator Services ("OS"): "Dial Zero" operator services:

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

3.4.3.B Directory Assistance ("DA"): Operator provided directory assistance look up of a listed phone number.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.4.3.C Directory Assistance Call Complete ("DACC"): Operator provided directory assistance look up and call completion.

3.5 Voice Mail.

3.5.1 Mediacom Basic Voice Mail. Mediacom Basic Voice Mail allows a User to receive, store, edit and forward messages.

3.5.2 Mediacom Enhanced Voicemail (available only to Mediacom Business Voice Service and Mediacom Local Only Phone customers). Mediacom Enhanced Voicemail includes the following features:

- Auto Attendant
- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

3.5.3 Mediacom Advanced Voicemail (available only to Mediacom Business Voice Service and Mediacom Local Only Phone customers). Mediacom Advanced Voicemail includes the following features:

- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Extension Mailboxes (9 Per Line)

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes
- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

3.6 Directory Listing Service.

- 3.6.1 Single Listing. The Company will provide each residential Customer a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.6.2 Length Limitations. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.6.3 Rejected Listings. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing that is found to be in violation of this subpart.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- 3.6.4 Timely Listing Information. In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.
- 3.6.5 Nonlisted Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.
- 3.6.6 Non-Published Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public. Non-Published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over Company or the services herein.
- 3.6.7 Enhanced Business Whitepages and Yellowpages Directory Listings. Enhanced Business Whitepages and Yellowpages Directory listings will be provided upon the Customer's request to those Customers with at least one Mediacom Business Voice Service line. The Enhanced Business Whitepages and Yellowpages Directory listings include:
- Local Main Listing
 - Straight Line Under main listing
 - Caption Main Listing

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)3.7 911 Emergency Service ("911 Service")

- 3.7.1 911 Service permits Customers to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.
- 3.7.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service. Mediacom Voice Service, including 911 Service, may not be available in the event of a power outage at the Customer's location or within the Company's system. Company is not liable for the inability to use 911 Service due to power outage.
- 3.7.3 In areas where Enhanced 911 service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier (ALI), and Automatic Number Identifier (ANI)), including the Customer's name, address and telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper PSAP.
- 3.7.4 By dialing 9-1-1, the Customer, to the fullest extent permitted by law, waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the PSAP. Company, to the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.7 911 Emergency Service ("911 Service") (cont.)

3.7.5 Mediacom provides the appropriate entities with the Customer's 911 Service record based on the service address of record for Mediacom Voice Service. When the Customer dials 9-1-1, the cable Internet access device at the Customer's premises sends a unique Internet Protocol address, which then is matched to the Customer's service address. By using Mediacom Voice Service, the Customer agrees that Customer will not use the service, through any means, at a location other than the service address. Use at a location other than the service address is not supported by the Company, is not an acceptable use and may result in inaccurate 911 Service information being provided to a PSAP. Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.

3.7.6 Customer's defense and indemnification obligations under Section 2.20 shall apply to any Claim arising from or in connection with the use of 911 Service.

3.8 Telecommunications Relay Service (TRS)

TRS enables deaf, hard-of-hearing or speech-impaired persons who rely upon a Text Telephone (TT) or similar device to communicate freely with others not requiring the use of such equipment and vice versa. With this service, a Customer will be able to access the state provider(s) to complete such calls.

3.9 Reserved for Future Use.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.10 Reserved for Future Use.

3.11 Limitations on Service

Mediacom Voice Service shall be provided in those locations consistent with the Company's Certificate granted by the Tennessee Regulatory Authority except as further limited by this or any other paragraph within this Tariff. Within such territory, Company will provide services to those locations adjacent to pre-existing distribution plant of Company or a Mediacom affiliate or within reasonable distance thereof subject to the Extension Policy in section 2.6.1 and 2.6.2 of this Tariff and the legal authority of Company and any necessary affiliates to provide service and establish facilities. To obtain Mediacom Voice Service, a customer must have a suitable multimedia terminal adapter, which will be provided by Company by separate agreement. Company does not warrant that service will work with Customer-provided equipment. Further, Company does not guarantee or support the use of or compatibility of Mediacom Voice Service in conjunction with the use of any data over voice line application (e.g., generic dial-up services, AOL, TiVo, facsimile transmission, home security system). Customer may use Mediacom Voice Service only at the location provided as the service address. Customer is advised that Mediacom Voice Service is not provided over a powered network and Services may therefore not be available in the event that electric power to Customer's location is interrupted or unavailable. Company is not liable for damages or losses caused by a Customer's inability to use Company's service, including 911 service, during an interruption of electric power to Customer's location or any portion of Company's network or the network of any other provider necessary to complete Customer's calls. The limitations in this paragraph are not exclusive and are in addition to or in summary of, but not in lieu of, any other limitations elsewhere in this Tariff.

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4. RATES: MEDIACOM VOICE SERVICES

The rates in this section apply to the residential and small business voice and data services described in section 3 of this tariff.

4.1 Mediacom Residential Voice Service Rates

4.1.1 Mediacom Voice Service Monthly Charges	<u>Rate</u>
Customers who previously subscribe to or contemporaneously order Family Cable/Expanded Basic Cable Mediacom Cable Service and Mediacom OnLine High Speed Internet Service	\$29.95
Customers who previously subscribe to or contemporaneously order Family Cable/Expanded Basic Cable digital Mediacom Cable Service <i>or</i> Mediacom OnLine High Speed Internet Service	\$39.95
Customers ordering only Mediacom Voice Service	\$49.95
4.1.2 Non-Recurring Charges	
These charges may be waived if the Customer has previously paid such charge in relation to any other Mediacom service, or orders such service with Mediacom Voice Service	
Customer Installation Charge	\$ 39.95
Processing/Application Fee	\$ 15.00
Directory Listing:	
(A) Non-Listed Telephone Number Service	\$ 15.00
(B) Non-Published Telephone Number Service	\$ 15.00
Change of Telephone Number	\$ 15.00
Change of Directory Listing	\$ 10.00
Change of Inter Exchange Carrier (IXC) PIC	\$ 5.00
Change of Regional Toll Carrier PIC	\$ 5.00

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4. RATES: MEDIACOM VOICE SERVICES (cont.)4.1 Mediacom Residential Voice Service Rates (cont.)

4.1.2 Non-Recurring Charges (cont.)

Rate

Temporary Suspension – Customer Request	\$ 26.00
Transfer Fee	\$ 20.00
Restore Fee	\$ 20.00
Return Check Fee	up to \$ 30.50
Late Fee	up to \$ 5.00

Other Non-Recurring Charges:

Custom Intercept Services:

(A) Direct Cut through	\$ 9.00
(B) Cut through with referral	\$ 9.50

4.1.3 Monthly Recurring Charges

Directory Listing

(A) Non-Listed Telephone Number Service	\$ 2.95
(B) Non-Published Telephone Number Service	\$ 4.50

Inside Wire Maintenance	\$ 3.95
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Monthly Inside Wire Maintenance Fee provides outage protection for both Video Coaxial cable and Telephony Twisted Pair wiring. Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

<u>Mediacom Basic Voice Mail.</u>	\$ 4.95
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4. RATES: MEDIACOM VOICE SERVICES (cont.)

4.3 Mediacom Residential Voice Service Rates (cont.)

4.1.4 Per Use Non-Recurring Charges

Operator Services:		<u>Rate</u>
(A)	Operator Station-to-Station (consumer dialed 0+)	\$ 3.35
(B)	Operator Station-to-Station (operator dialed 0-)	\$ 3.35
(C)	Person-to-Person (consumer dialed 0+)	\$ 6.02
(D)	Person-to-Person (operator dialed 0-)	\$ 6.02
(E)	Busy Line Verify	\$ 6.55
(F)	Busy Line Verify and Interrupt	\$ 6.55
(G)	Agent Handling Fee (Live agent bill payment processing)	\$ 5.00
Directory Assistance (DA):		
(H)	Customer Dialed DA	\$ 1.75
(I)	Operator Dialed DA	\$ 2.55
(J)	DA Call Completion – Additional Charge	\$ 1.00

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4. RATES: MEDIACOM VOICE SERVICES (cont.)4.2 Mediacom Business Voice Service Rates

4.2.1	<u>Mediacom Business Voice Service Monthly Charges.</u>	<u>Rate</u>
(A)	Mediacom Business Voice Service	\$59.95
(B)	Mediacom Local Only Phone	\$29.95
(C)	Addition of North American Dialing Plan to Mediacom Local Only Phone.	\$19.95
(D)	Addition of Mediacom bundled feature pack (consisting of the features listed in section 3.3 of this Tariff) to Mediacom Local Only Phone.	\$14.95
(E)	Mediacom Enhanced Voicemail	\$ 9.95
(F)	Advanced Voicemail with additional mail box capabilities	\$ 4.95

4.2.1.A Mediacom Business Voice Service Discounts. Discounts are applied only to Customer's purchasing at least one Mediacom Business Voice Service (full feature product) line. Discounts are rounded to the nearest 0.05 per discount.

4.2.1.A.1 Customers committing to a 36 month contract for Mediacom Business Voice Service shall receive a 5% discount on their monthly per line charge

4.2.1.A.2 Customers who purchase additional services from Mediacom's affiliates (Mediacom Cable Service and Mediacom OnLine High Speed Internet Service) shall receive a 5% discount for each additional service they purchase.

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4. RATES: MEDIACOM VOICE SERVICES (cont.)4.2 Mediacom Business Voice Service Rates (cont.)

4.2.2 Nonrecurring Charges. These charges may be waived if the Customer has previously paid such charge in relation to any other Mediacom service, or orders such service with Mediacom Business Voice Service

	<u>Rate</u>
(A) Customer Installation Charge	\$ 39.95
(B) Processing/Application Fee	\$ 15.00
Directory Listing:	
(C) Non-Listed Telephone Number Service	\$ 15.00
(D) Non-Published Telephone Number Service	\$ 15.00
Premises Work Charge:	
(A) Fixed Fee Installation	
a. Initial Jack	\$ 75.00
b. Additional Jack	\$ 49.00
(B) Installation Service Visit to Residence	
a. First hour (minimum)	\$110.00
b. Each additional ½ hour	\$ 46.00
(C) Out of Hours Service Request	
a. First Hour (minimum)	\$190.00
b. Each additional ½ hour	\$ 80.50
(D) Repair Service Visit to Residence	
a. First ½ hour (minimum)	\$ 91.00
b. Each additional ½ hour	\$ 46.00
(I) Change of Telephone Number	\$ 15.00
(J) Change of Directory Listing	\$ 10.00
(K) Change of Inter Exchange Carrier (IXC) PIC	\$ 5.00
(L) Change of Regional Toll Carrier PIC	\$ 5.00
(M) Temporary Suspension – Customer Request	\$ 26.00

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4. RATES: MEDIACOM VOICE SERVICES (cont.)

	<u>Rate</u>
(N) Transfer Fee	\$ 20.00
(O) Restore Fee	\$ 20.00
(P) Return Check Fee	up to \$ 30.00
(Q) Late Fee	up to \$ 5.00
Custom Intercept Services:	
(R) Direct Cut through	\$ 9.00
(S) Cut through with referral	\$ 9.50

4.2.3 Other Monthly Recurring Charges:

Directory Listing:

(A) Non-Listed Telephone Number Service	\$ 2.95
(B) Non-Published Telephone Number Service	\$ 5.00
(C) Inside Wire Maintenance	\$ 3.95

Monthly Inside Wire Maintenance Fee provides outage protection for both video coaxial cable and telephony twisted pair wiring. Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

4.2.4 Per Use Nonrecurring Charges. Charges for the following features and services will be reflected on the customer's bill with taxes included in the per use price, not in a separate line item.

Operator Services:

(A) Operator Station-to-Station (consumer dialed 0+)	\$ 3.35
(B) Operator Station-to-Station (operator dialed 0-)	\$ 3.35
(C) Person-to-Person (consumer dialed 0+)	\$ 6.02
(D) Person-to-Person (operator dialed 0-)	\$ 6.02
(E) Busy Line Verify	\$ 6.55
(F) Busy Line Verify and Interrupt	\$ 6.55
(G) Agent Handling Fee (Live agent bill payment processing)	\$ 5.00

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4. RATES: MEDIACOM VOICE SERVICES (cont.)

	<u>Rate</u>
Directory Assistance (DA):	
(H) Customer Dialed DA	\$ 1.75
(I) Operator Dialed DA	\$ 2.50
(J) DA Call Completion – Additional Charge	\$ 1.00
Busy Line Verify	\$ 6.50
Busy Line Verify and Interrupt	\$ 12.75

4.3 Bundling with Services Other than Voice Services

Company may bundle Mediacom Voice Service with video or information services not regulated by the Authority at a discounted rate not less in the aggregate than the rate for Mediacom Voice Service in this Tariff, except as provided in section 6.1, Promotions. In bundling such other services with a Voice Service, neither Company nor Mediacom Affiliates waive into state regulation of the rates, terms, conditions or any other aspect of such services.

4.4 Individual Case Basis

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

4.5 Employee Rates

Company may offer special rate packages to its employees or employees of its Affiliates that are not available to the general public.

4.6 International Rates

Company will publish its international rates by country and call type on its website.

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5. ENTERPRISE/PRIVATE LINE SERVICE

The provisions of this Section apply only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. Company is a facilities based communications services provider. Enterprise/private line services offered include wholesale Access Services and dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth, voice, video and data networks

5.1 Definitions:

Access Services

“Access Services” means intrastate communications services offered pursuant to this tariff.

Channel or Circuit

“Channel or Circuit” means a communications path or paths between two or more points

Dedicated

“Dedicated” means a facility or equipment system or subsystem set aside for the sole use of a specific customer.

Intrastate Private Line Service

“Intrastate Private Line Service” means provides for a point-to-point communications path between a Customer’s premises or a collocated interconnection location and an end-users premises for originating and terminating communications services within the state.

On-Net

“On-Net” means an originating or terminating point on Company owned facilities

Physical Change

“Physical Change” means the modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

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5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)5.2 Rules applicable to Private Line Services

The following rules apply to the enterprise/private line services described in this Section. These provisions are in addition to the rules included in Section 2 of the tariff. In case of conflict between provisions of section 2 and this section 5, the rules of this section govern.

- 5.2.1 The Company undertakes to furnish dedicated point to point in accordance with the terms and conditions set forth in this Tariff.
- 5.2.2 The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Authority's rules and orders, to allow connection of a Customer's location to the Company network.
- 5.2.3 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All services for periods longer than one (1) year will be provided on an individual case basis. [36 months standard]
- 5.2.4 Service Orders. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 5.2.5 Expiration of Service Order. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall automatically renew for a twelve month term at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)

- 5.2.6 Installation. The charges set forth in this Tariff contemplate installations made at the Company's or Customer's office, plant or work area premises during the hours of 8 AM. to 5:00PM and under normal non-hazardous working conditions.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply as specified in Section 4.1.

- A. The Company shall maintain its system so as to furnish continuous service, shall take measures to prevent interruptions and shall restore service with minimum delay if interruptions occur. Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made.

- 5.2.7 Continuity of Service. The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

- 5.2.8 Conflict between Tariff and Service Order. Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.9 Provision of Equipment and Facilities

- 5.2.9.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 5.2.9.2 The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 5.2.9.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times in order to maintain the operating efficiency of its network.
- 5.2.9.4 Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 5.2.9.5 The Company shall not be responsible for; (a) the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or (b) the reception of signals by customer-provided equipment.
- 5.2.9.6 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken: Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- a) Of a type other than that which the Company would normally utilize in the furnishing of service;
 - b) Over a route other than that which the Company would normally utilize in furnishing of its services;
 - c) In a quantity greater than that which the Company would normally construct;

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.10 Termination

5.2.10.1 In the event that service is terminated by Company pursuant to Sections 2.10 or 2.13 of this Tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination.

5.2.10.2 Termination Liability

In the event that the Customer terminates service prior to the expiration of the term of the Service Order or Company terminates service pursuant to the provisions of this Tariff, the Customer shall be liable to Company for:

- (a) all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer;
plus
- (c) all recurring charges specified in the applicable Service Order incurred prior to disconnection, cancellation or termination, plus
- (d) the number of months or portion of month remaining within the term of the Service Order, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Company cancellation.

These charges shall become due and owing as of the effective date of the cancellation or termination. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of service order shall survive such termination.

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.11 Termination of Service by a Customer

5.2.11.1 A Customer may cancel service upon 30 days written notice to the Company. Notices will be deemed received upon actual receipt by the Company. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued, subject to the provisions of Section 2.8. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

5.2.11.2 If, based on an order by a Customer, any construction has begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the Customer and Customer shall reimburse the Company for such expenses and costs.

In the event Company ceases service, Customer shall incur the termination charges as specified in Section 2.8, as well as reasonable costs of collection.

5.2.12 Payment for Service

The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations, physical changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the service is provided.

Billing and collection services may be provided by the Company or provided by others including the Customer's local exchange carrier on behalf of the Company. When billing and collection are the responsibility of the local exchange carrier or party other than the Company, Company shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices. Payments owing by Customer under this Tariff may be offset so that only the net amount shall be paid by the Customer during the relevant period.

Issued: _____, 2009

Effective: _____ 2009

By: Mr. Calvin Craib
President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.13 Advance Payments

To safeguard its interest, the Company may require a Customer to make an advance payment before services and facilities are furnished. Advance payment may be required by the Company for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. In addition, where special construction is involved, the advance payment may be also include an amount equal to the estimated non- recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.

5.3 Enterprise/Private Line Services

5.3.1 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours a day, seven days a week.

Rates per circuit:

(for circuits where point of origination and termination are on-net)

Nonrecurring	Installation: \$1.250
	Installation Outside of Normal Working Hours:
	\$54.00 (First Half Hour) \$47.00 (Each Additional Half Hour)
Recurring – Facility	\$4900.00/month
Recurring – Mileage	\$155.00/mile/month

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.2 Special Construction

5.3.2.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charge (applied on a time and materials Basis), recurring type charges, termination liabilities, or combinations thereof.

5.3.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

- a) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights-of-way;
- b) cost of maintenance,
- c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e) license preparation, processing and related fees;
- f) tariff preparation, processing and related fees;
- g) any other identifiable costs related to the facilities provided; or
- h) an amount for return and contingencies.

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.3 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the Individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 5 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.4 Additional Enterprise/Private Line Services: Rates

Fiber Internet	Mbps	MRC		
		Tier 1	Tier 2	Tier 3
	5	\$675	\$900	\$1,125
	10	\$1,013	\$1,350	\$1,688
	15	\$1,463	\$1,950	\$2,438
	20	\$1,875	\$2,500	\$3,125
	25	\$2,250	\$3,000	\$3,750
	50	\$4,125	\$5,500	\$6,875
	100	\$5,625	\$7,500	\$9,375

Standard Install	
3 Year	5Year
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived

Fiber TLS	Mbps	MRC		
		Tier 1	Tier 2	Tier 3
Intra Region	5	\$638	\$850	\$1,063
	10	\$750	\$1,000	\$1,250
	20	\$900	\$1,200	\$1,500
	25	\$1,013	\$1,350	\$1,688
	50	\$1,313	\$1,750	\$2,188
	150	\$1,688	\$2,250	\$2,813
	200	\$1,800	\$2,400	\$3,000
	250	\$1,875	\$2,500	\$3,125
	500	\$2,250	\$3,000	\$3,750
	1000	\$2,813	\$3,750	\$4,688

Standard Install	
3 Year	5 Year
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived
\$2,500	waived

IP's	# of IP's	MRC	NRC
	1	Included	Included
	4	Included	Included
	8	Included	Included
	16	Included	Included
	32	\$39.95	\$50.00
	64	\$59.95	\$50.00
	128	\$79.95	\$75.00
	256	\$99.95	\$100.00

BGP	MRC	NRC
	\$50	\$100

*All Inter Region TLS is ICB

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 100 Crystal Run Road
 Middletown, New York 10941

6. GENERAL RATE PROVISIONS

6.1 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Authority rules or regulations.

6.2 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), E911 surcharges, number portability surcharges and any applicable and authorized Subscriber Line Charges (SLC)

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Effective: _____ 2009

By: Mr. Calvin Craib
President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

EXHIBIT K

SURETY BOND

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 1699074

WHEREAS, MCC Telephony of the South, LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, The Hanover Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 6th day of October, 2009, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

MCC Telephony of the South, LLC

Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name:

Title:

SURETY

The Hanover Insurance Company

Name of Surety

440 Lincoln Street Worcester, MA 01653

Address of Surety

SIGNATURE OF SURETY AGENT

Name: Jeri L. Russell

Title: Attorney-in-Fact

Address of Surety Agent:

440 Lincoln Street

Worcester, MA 01653

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____
COUNTY OF Orange

Before me, a Notary Public of the State and County aforesaid, personally appeared _____
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond on behalf of MCC Telephony of the South, LLC, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 8th day of October, 2009.

My Commission Expires:

JANE C. BELFORD
NOTARY PUBLIC
ULSTER COUNTY
REG. NO. 01BE6041964
MY COMMISSION EXPIRES 5-15-10

Jane C. Belford
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF Maryland
COUNTY OF Anne Arundel

Before me, a Notary Public of the State and County aforesaid, personally appeared Jeri L. Russell
_____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond on behalf of The Hanover Insurance Company, the within named Surety, a corporation licensed to do business in the
State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state
pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so,
executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 6th day of October, 2009.

My Commission Expires:

January 13, 2013

Brenda L. Patterson
Notary Public
Brenda L. Patterson

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory
Authority, State of Tennessee, this _____ day of _____.

Name:

Title:

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Jeri L. Russell

of Lanham MD and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Surety Bond Number: 1699074

Principal: MCC Telephony of the South, LLC

Obligee: State of Tennessee

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 1st day of September, 2005.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Richard M. Van Steenburgh
Richard M. Van Steenburgh, Vice President

Paul F. Carleo
Paul F. Carleo, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 1st day of September, 2005, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Givler
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 6th day of October, 2009.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Charles T. Wells
Charles T. Wells, Assistant Vice President

EXHIBIT L

LIST OF ILECs

9/17/2009

List Of ILEC Providers

ILEC ID	Company Name	Address		City	State	Zip
21	Ardmore Telephone Company	P. O. Box 549		Ardmore	TN	38449-0000
1	BellSouth Telecommunications, Inc.	333 Commerce Street		Nashville	TN	37201-3300
14	CenturyTel of Adamsville	P. O. Box 4065		Monroe	LA	71211-0000
15	CenturyTel of Claiborne	P. O. Box 4065		Monroe	LA	71211-0000
17	CenturyTel of Ooltewah-Collegedale	PO Box 4065		Monroe	LA	71211-0000
13	Concord Telephone Exchange, Inc.	PO Box 22995		Knoxville	TN	37933-0995
16	Crockett Telephone Company	C/O TSI Payment Processing Center	PO Box 24207	Jackson	MS	39225-0000
74668	Frontier Communications of Tennessee	300 Bland Street		Bluefield	WV	24701-3020
20	Frontier Communications Of The Volunteer State	300 Bland Street		Bluefield	Wv	24701-0770
22	Humphreys County Telephone Company	P. O. Box 22995		Knoxville	TN	37933-0995
23	Loretto Telephone Company	P. O. Box 130		Loretto	TN	38469-0000
24	Millington Telephone Company, Inc.	4880 Navy Road		Millington	TN	38053-0000
18	Peoples Telephone Company	C/O TSI Payment Processing Center	PO Box 24207	Jackson	MS	39225-0000
12	Tellico Telephone Company	PO Box 22995		Knoxville	TN	37933-0995
11	Tennessee Telephone Company	PO Box 22995		Knoxville	TN	37933-0995
25	United Telephone Company, Inc.	P. O. Box 38		Chapel Hill	TN	37034-0000
3	United Telephone Southeast, LLC	14111 Capital Blvd		Wake Forest	NC	27587-0000
19	West Tennessee Telephone Co.	C/O TSI Payment Processing Center	PO Box 24207	Jackson	MS	39225-0000