AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON JUNE 12, 1998
REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORMS S-1 AND S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

RENAISSANCE MEDIA GROUP LLC
RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION
(EXACT NAME OF REGISTRANTS AS SPECIFIED IN THEIR CHARTERS)

DELAWARE DELAWARE	4841 4841 4841 4841	14-1803051 14-1801165 14-
DELAWARE DELAWARE		1801164 14-1803049
(PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBER)		
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)		(I.R.S. EMPLOYER IDENTIFICATION NUMBERS)

1 CABLEVISION CENTER, SUITE 100, FERNDALE, NEW YORK 12734 (914) 295-2600
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANTS' PRINCIPAL EXECUTIVE OFFICES)

FRED SCHULTE
PRESIDENT AND CHIEF EXECUTIVE OFFICER
RENAISSANCE MEDIA GROUP LLC
1 CABLEVISION CENTER, SUITE 100
FERNDALE, NEW YORK 12734
(914) 295-2600
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANTS' AGENT FOR SERVICE)

PLEASE ADDRESS A COPY OF ALL COMMUNICATIONS TO:

STUART A. SHELDON, ESQ.
DOW, LOHNES & ALBERTSON, PLLC
1200 NEW HAMPSHIRE AVENUE, N.W.
WASHINGTON, D.C. 20036
(202) 776-2000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after this Registration Statement becomes effective.

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

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

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

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. [X]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER UNIT(2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(2)	AMOUNT OF REGISTRATION FEE
10% Senior Discount Notes due 2008.....	$163,175,000	100%	$163,175,000	$48,136.63

(1) An indeterminate amount is also being registered for resale by dealers in connection with market-making activities. See "Explanatory Note."
(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457 of the Securities Act of 1933, as amended.

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

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EXPLANATORY NOTE

This Registration Statement covers the registration of $163,175,000 aggregate Principal Amount at Maturity of 10% Senior Discount Notes due 2008 (the "New Notes"), which are being issued by Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation (collectively, the "Obligors") and guaranteed by Renaissance Media Group LLC (the "Guarantor") in exchange for 10% Senior Discount Notes due 2008 with terms substantially identical to the New Notes (the "Old Notes"). The Old Notes were previously issued and sold by the Obligors and guaranteed by the Guarantor in an offering exempt from the registration requirements of the Securities Act of 1933, as amended. The complete Prospectus contained herein relates to the issuance and exchange of the New Notes for the Old Notes. Immediately following the complete Prospectus are certain alternate pages of the Prospectus, which will be included in the prospectus relating to certain marketing-making activities with respect to the Notes, which may, from time to time, be carried out by Morgan Stanley & Co. Incorporated (the "Market-Making Prospectus"). The two prospectuses will be identical in all respects, except for the front cover page and the Plan of Distribution and except for the fact that the Market-Making Prospectus will not contain the information in the Prospectus Summary relating to the Exchange Offer, the information under the captions "The Exchange Offer" and "Certain United States Federal Income Tax Consequences" will be deleted and certain conforming changes will be made to delete references to the Exchange Offer and federal tax considerations. The prospectus for the Exchange Offer follows immediately after this Explanatory Note. Following such prospectus are the form of the alternative cover page and Plan of Distribution section for the Market-Making Prospectus and alternative pages covering conforming changes.

+++
+INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A +
+REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE +
+SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY +
+OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT +
+BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR +
+THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE +
+SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE +
+UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +
+ANY SUCH STATE. +
+++

SUBJECT TO COMPLETION
DATED JUNE , 1998

PROSPECTUS

LOGO

RENAISSANCE MEDIA GROUP LLC
RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION

OFFER TO EXCHANGE 10% SENIOR DISCOUNT NOTES DUE 2008
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT
FOR ANY AND ALL OUTSTANDING 10% SENIOR DISCOUNT NOTES DUE 2008

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M.,
NEW YORK CITY TIME, ON , 1998, UNLESS EXTENDED

Renaissance Media (Louisiana) LLC ("Renaissance Louisiana"), Renaissance Media (Tennessee) LLC ("Renaissance Tennessee") and Renaissance Media Capital Corporation ("Renaissance Capital" and, together with Renaissance Louisiana and Renaissance Tennessee, the "Obligors") hereby offer, upon the terms and subject to the conditions set forth in this Prospectus and the accompanying Letter of Transmittal (which together constitute the "Exchange Offer"), to exchange $1,000 original Principal Amount at Maturity (as defined) of 10% Senior Discount Notes due 2008 of the Obligors (the " New Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a Registration Statement (as defined herein) of which this Prospectus constitutes a part, for each $1,000 original Principal Amount at Maturity of the Obligors' issued and outstanding 10% Senior Discount Notes due 2008 (the "Old Notes," and collectively with the New Notes, the "Notes"). As of the date of this Prospectus, $163,175,000 aggregate original Principal Amount at Maturity of the Old Notes are outstanding. The New Notes will be fully and unconditionally guaranteed (the "New Guaranty") on a senior basis by Renaissance Media Group LLC (the "Guarantor"). Each of the Obligors is a wholly owned subsidiary of the Guarantor. The Guarantor and its subsidiaries, including the Obligors and Renaissance Media LLC, are hereinafter referred to as the "Company."

The form and terms of the New Notes are the same as the form and terms of the Old Notes except that (i) the issuance of the New Notes will have been registered under the Securities Act and, therefore, the New Notes will not bear legends restricting the transfer thereof and (ii) holders of the New Notes will not be entitled to certain rights of holders of Old Notes under the Registration Rights Agreement (as defined herein). The New Notes will evidence the same debt as the Old Notes (which they replace) and will be issued under and be entitled to the benefits of the Indenture, dated as of April 9, 1998 (the "Indenture"), by and among the Obligors, the Guarantor and United States Trust Company of New York, as Trustee, governing the Old Notes. See "The Exchange Offer" and "Description of the Notes."

The Obligors and the Guarantor will accept for exchange any and all Old Notes that are validly tendered on or prior to 5:00 p.m., New York City time, on the Expiration Date. The Exchange Offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered for exchange. However, the Exchange Offer is subject to certain conditions which may be waived by the Obligors and the Guarantor and to the terms and provisions of the Registration Rights Agreement (as defined herein). Old Notes may be tendered only in denominations of $1,000 and integral multiples thereof. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 1998, unless the Obligors, in their sole discretion, extend the Exchange Offer (as it may be so extended, the "Expiration Date"), in which case the term "Expiration Date" shall mean the latest date and time to which the Exchange Offer is extended. Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to 5:00 p.m., New York City time on the business day prior to the Expiration Date; otherwise such tenders are irrevocable.

SEE "RISK FACTORS" BEGINNING ON PAGE 20 FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED BY PARTICIPANTS IN THE EXCHANGE OFFER.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Old Notes were sold at a substantial discount from their principal amount at maturity and there will not be any payment of interest in respect of the Notes prior to October 15, 2003. Each New Note will have a principal amount at maturity of $1,000 and has an initial Accreted Value of $612.91. Interest on the New Notes will be paid semi-annually in cash at a rate of 10% per annum on each April 15 and October 15, beginning on October 15, 2003. The New Notes are redeemable at the option of the Obligors, in whole or in part, at any time on

or after April 15, 2003, at the redemption prices set forth herein, plus accrued interest, if any, to the date of redemption. In addition, at any time prior to April 15, 2001, the Obligors may redeem up to 35% of the aggregate principal amount at maturity of the New Notes with the proceeds of one or more sales of Capital Stock (other than Disqualified Stock) at the redemption price set forth herein; provided, however, that after any such redemption at least $106.0 million aggregate principal amount at maturity of Notes remains outstanding.

The New Notes and the New Guaranty will be unsecured, unsubordinated indebtedness of the Obligors and the Guarantor, respectively, ranking pari passu with all unsecured unsubordinated indebtedness of the Obligors and the Guarantor and senior in right of payment to all subordinated indebtedness of the Obligors and the Guarantor. The New Notes and the New Guaranty will be effectively subordinated to all liabilities of their respective subsidiaries, including all indebtedness under the Senior Credit Facility (as defined herein) and trade payables. At March 31, 1998, on a pro forma basis, after giving effect to the Transactions (as defined herein), the Obligors would have had $210.0 million of indebtedness outstanding and the Obligors' subsidiaries would have had $114.0 million of liabilities (including $110.0 million of indebtedness under the Senior Credit Facility).

(Cover page continued on following page)

The date of this Prospectus is , 1998.

(Cover page continued)

The Exchange Offer is being made to satisfy certain obligations of the Obligors and the Guarantor under the Registration Rights Agreement, dated as of April 6, 1998 (the "Registration Rights Agreement"), among the Obligors, the Guarantor and Morgan Stanley & Co. Incorporated, as the placement agent ("Morgan Stanley" or the "Placement Agent"). Upon consummation of the Exchange Offer, holders of Old Notes that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes and, accordingly, such Old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon.

Based upon interpretations by the staff of the Securities and Exchange Commission (the "Commission") set forth in certain no-action letters issued to third parties (including Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1989); Morgan Stanley & Co. Inc., SEC No-Action Letter (June 5, 1991); and Shearman & Sterling, SEC No-Action Letter (July 2, 1993)), the Obligors believe that the New Notes issued pursuant to the Exchange Offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any holder thereof (other than any such holder which is an "affiliate" of the Obligors within the meaning of Rule 405 under the Securities Act of 1933, as amended (the "Securities Act")) without compliance with the registration and prospectus delivery requirements of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business and that at the time of the consummation of the Exchange Offer, such holder has no arrangement or understanding with any person to participate in the distribution of such New Notes. See "The Exchange Offer--Resale of the New Notes." Holders of Old Notes wishing to accept the Exchange Offer must represent to the Obligors, as required by the Registration Rights Agreement, that such conditions have been met and that such holder that is an "affiliate" of the Obligors within the meaning of Rule 405 under the Securities Act. Each broker-dealer that is the beneficial owner (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of New Notes for its own account pursuant to the Exchange Offer (a "Participating Broker-Dealer") must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a Participating Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by any person subject to the prospectus delivery requirements of the Securities Act (other than a Participating Broker Dealer (an "Excluded Participating Broker Dealer") who either (x) acquired Notes other than for its own account as a result of market-making activities or other trading activities or (y) has entered into any arrangement or understanding with any Obligor or any affiliate of any Obligor to distribute the New Notes). The Obligors have agreed that, for a period of up to 180 days, they will use their reasonable best efforts to keep the Exchange Offer Registration Statement (as defined) effective and to amend and supplement this Prospectus in order to permit this Prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act (provided that, as set forth in the Letter of Transmittal, such persons shall have acknowledged that they may be subject to such requirements and have undertaken to use their reasonable best efforts to notify the Obligors when they are no longer subject to such requirements). See "Plan of Distribution."

The Old Notes were originally issued and sold on April 9, 1998 in an offering of $163,175,000 aggregate original Principal Amount at Maturity of the Old Notes (the "Offering,"). The Offering was exempt from registration under the Securities Act in reliance upon the exemptions provided by Rule 144A, Section 4(2) and Regulation S of the Securities Act. Accordingly, the Old Notes may not be reoffered, resold or otherwise pledged, hypothecated or transferred in the United States unless so registered or unless an exemption from the registration requirements of the Securities Act and applicable state securities laws is available. Upon completion of the Exchange Offer, Old Notes which have not been exchanged for New Notes will remain outstanding. See "Risk Factors Consequences of Failure to Exchange."

The Company will not receive any proceeds from the Exchange Offer.

The Obligors have not entered into any arrangement or understanding with any person to distribute the New Notes to be received in the Exchange Offer, and to the best of the Obligors' information and belief, each person participating in the Exchange Offer is acquiring the New Notes in its ordinary course of business and has no arrangement or understanding with any person to participate in the distribution of the New Notes to be received in the Exchange Offer. Any holder who is an "affiliate" of the Obligors (within the meaning of Rule 405 under

the Securities Act), who does not acquire the New Notes in the ordinary course of business or who tenders in the Exchange Offer for the purpose of participating in a distribution of the New Notes could not rely on the position of the staff of the Commission enunciated in the no-action letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Failure to comply with such requirements in such instance may result in such holder incurring liability under the Securities Act for which the holder is not indemnified by the Obligors.

There has not previously been any public market for the Old Notes or the New Notes. The Obligors do not intend to list the New Notes on any securities exchange or to seek approval for quotation through any automated quotation system. There can be no assurance that an active market for the New Notes will develop. See "Risk Factors." Moreover, to the extent that Old Notes are tendered and accepted in the Exchange Offer, the trading market for untendered and tendered but unaccepted Old Notes could be adversely affected. The Company has been advised by the Morgan Stanley & Co. Incorporated, the placement agent (the "Placement Agent"), for the Old Notes, that it presently intends to make a market in the New Notes. However, the Placement Agent is not obligated to do so, and any market-making activity with respect to the New Notes may be discontinued at any time without notice. There can be no assurance that an active trading market will exist for the New Notes or that such trading market will be liquid. See "Risk Factors--Lack of Public Market for the Notes."

THE EXCHANGE OFFER IS NOT BEING MADE TO, NOR WILL THE OBLIGORS ACCEPT SURRENDERS FOR EXCHANGE FROM, HOLDERS OF OLD NOTES IN ANY JURISDICTION IN WHICH THE EXCHANGE OFFER OR THE ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE SECURITIES OR BLUE SKY LAWS OF SUCH JURISDICTION.

NO PERSON IS AUTHORIZED IN CONNECTION WITH ANY OFFERING HEREBY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS PROSPECTUS OR THE ACCOMPANYING LETTER OF TRANSMITTAL, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE OBLIGORS. NEITHER THE DELIVERY OF THIS PROSPECTUS OR THE ACCOMPANYING LETTER OF TRANSMITTAL NOR ANY EXCHANGE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF.

UNTIL , 1998 (90 DAYS AFTER COMMENCEMENT OF THE EXCHANGE OFFER), ALL DEALERS EFFECTING TRANSACTIONS IN THE NEW NOTES, WHETHER OR NOT PARTICIPATING IN THE EXCHANGE OFFER, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

The New Notes will be available initially only in book-entry form and the Obligors expect that the New Notes issued pursuant to the Exchange Offer will be represented by one or more Global Notes (as defined), which will be deposited with, or on behalf of, The Depository Trust Company ("DTC") and registered in its name or in the name of Cede & Co., its nominee, except with respect to institutional "accredited investors" (within the meaning of Rule 501 (a)(1), (2), (3) or (7) under the Securities Act) who will receive New Notes in certificated form. Beneficial interests in the Global Notes will be shown on, and transfers thereof will be effected through, records maintained by DTC and its participants. After the initial issuance of the Global Notes, New Notes in certificated form will be issued in exchange for the Global Notes only under limited circumstances as set forth in the Indenture. See "Book-Entry; Delivery and Form."

This prospectus constitutes a part of a registration statement (the "Registration Statement") filed by the Obligors and the Guarantor with the Commission under the Securities Act. As permitted by the rules of regulations of the Commission, this prospectus does not contain all of the information contained in the Registration Statement and the exhibits and schedules thereto. For further information about the Obligors and the Exchange Offer, reference is hereby made to the Registration Statement and to such exhibits and schedules. Statements contained herein concerning the provisions of any documents filed as an exhibit to the Registration Statement or otherwise filed with the Commission are not necessarily complete, and in each instance reference is made to the copy of such document so filed. Each such statement is qualified in its entirety by such reference.

The Indenture pursuant to which the New Notes will be issued (the "Indenture") requires the Company, and the Company intends, to distribute to the holders of the Notes annual reports containing audited consolidated financial statements of the Company audited by its independent public accountants and quarterly reports containing unaudited condensed consolidated financial data for the first three quarters of each fiscal year.

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THIS PROSPECTUS INCLUDES "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "EXCHANGE ACT"). ALL STATEMENTS REGARDING THE EXPECTED FINANCIAL POSITION, BUSINESS AND FINANCING PLANS OF THE OBLIGORS AND THE GUARANTOR ARE FORWARD-LOOKING STATEMENTS. ALTHOUGH THE OBLIGORS AND THE GUARANTOR BELIEVE THAT THE EXPECTATIONS REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS ARE REASONABLE, THEY CAN GIVE NO ASSURANCE THAT SUCH EXPECTATIONS WILL PROVE TO HAVE BEEN CORRECT. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM SUCH EXPECTATIONS ("CAUTIONARY STATEMENTS") ARE DISCLOSED IN THIS PROSPECTUS, INCLUDING, WITHOUT LIMITATION, IN CONJUNCTION WITH THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS PROSPECTUS AND UNDER "RISK FACTORS." ALL SUBSEQUENT WRITTEN AND ORAL FORWARD-LOOKING STATEMENTS ATTRIBUTABLE TO THE OBLIGORS, THE GUARANTOR, THEIR RESPECTIVE SUBSIDIARIES OR PERSONS ACTING ON BEHALF OF ANY OF THEM ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS.

SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements and notes thereto included elsewhere in this Prospectus. Unless the context otherwise requires: (i) all references to the "Company" refer collectively to Renaissance Media Group LLC and its subsidiaries, including the Obligors and Renaissance Media LLC ("Renaissance Media"); (ii) all references to "Time Warner" refer collectively to TWI Cable, Inc. and its cable-related affiliates; and (iii) all information relating to the Company contained in this Prospectus, other than historical financial information, gives effect to the Acquisition described below. See "--The Acquisition and the Financing." References to EBITDA refer to income (loss) before interest, income taxes and depreciation, amortization and loss (gain) on disposal of fixed assets.

THE COMPANY

The Company was formed to acquire, operate and develop medium-sized cable television systems. The Company acquired (the "Acquisition") six cable television systems (the "Systems") from Time Warner on April 9, 1998, the date of the initial sale of the Old Notes by the Obligors to the Placement Agent. The Systems are clustered in southern Louisiana and western Mississippi (the "Louisiana Systems") and western Tennessee (the "Tennessee System") and, as of March 31, 1998, passed 179,402 homes and served 127,191 subscribers. The Company is the 4th largest cable television system operator in Louisiana and the 5th largest cable television system operator in Tennessee based upon the Systems' numbers of subscribers at March 31, 1998.

The Guarantor and the Obligors were formed in 1998 by Renaissance Media Holdings LLC ("Holdings"). Holdings is owned by Morgan Stanley Capital Partners III, L.P. ("MSCPIII"), Morgan Stanley Capital Investors, L.P. ("MSCI"), MSCP III 892 Investors, L.P. ("MSCP Investors" and, collectively with its affiliates, MSCPIII, MSCI and their respective affiliates, the "Morgan Stanley Entities"), Time Warner and six former senior managers (the "Management Investors") of Cablevision Industries Corporation ("CVI") who have an average of 17 years experience in the cable television industry. At CVI, the Management Investors were largely responsible for the management of 55 cable television systems serving 600 communities in 18 states, including operating the Louisiana Systems for seven years and the Tennessee System for nine years. In addition, the Company's regional management has significant experience in the critical functions of operations, management, sales, marketing, back office, finance and regulatory affairs.

The Company intends to increase its subscriber base and operating cash flow by pursuing cable television system acquisitions, improving and upgrading its technical plant and expanding its service offerings. The Company will pursue selective acquisitions in markets which are contiguous to the Systems and in non-contiguous mid-sized markets serving more than 30,000 subscribers where local or regional clusters can be formed. The Company believes that by clustering systems it will be able to realize economies of scale, such as reduced payroll, reduced billing and technical costs per subscriber, reduced advertising sales costs, increased local advertising sales, more efficient roll-out and utilization of new technologies and consolidation of its customer service functions. The Company plans to improve and upgrade its technical plant, which should allow it to provide a wide array of new services and service tiers, as well as integrate new interactive features into advanced analog and digital set-top consumer equipment. The Company also plans to develop and provide new cable and broadband services and develop ancillary businesses including digital video and high speed Internet access services.

THE SYSTEMS

The Louisiana Systems. The Louisiana Systems consist of five cable television systems serving 94,760 basic subscribers as of March 31, 1998, located in southern Louisiana and western Mississippi: the St. Tammany system, the St. Landry system, the Lafourche system, the Picayune system and the Pointe Coupee

system. As of March 31, 1998, approximately one-half of the Louisiana Systems' subscribers were served by the St. Tammany system. St. Tammany is a suburb located 40 miles northeast of New Orleans. As of March 31, 1998, the St. Tammany system comprised one consolidated headend, passed 62,611 homes with 1,341 miles of plant and served 42,956 basic subscribers, representing a 68.6% basic penetration. As of March 31, 1998, the Louisiana Systems passed 130,756 homes with 2,816 miles of plant and nine headends. The Louisiana Systems and the Tennessee System are managed from a Regional Office located in Thibodaux, Louisiana (the "Regional Office") which provides certain support services for the Systems. The Systems' regional management has 15 years average experience in the cable television industry.

The Tennessee System. As of March 31, 1998, the Tennessee System served 32,431 basic subscribers, located in Jackson, Tennessee and surrounding counties, representing a 66.7% basic penetration. As of March 31, 1998, the Tennessee System passed 48,646 homes with 914 miles of plant and five headends. As of March 31, 1998, 22,948 basic subscribers (excluding bulk subscribers), or three-quarters of the Tennessee System's subscribers, were served from a single headend.

The following table illustrates certain subscriber and operating statistics for the Systems as of March 31, 1998:

SYSTEM	HOMES PASSED (1)	TOTAL PLANT MILES	BASIC SUBSCRIBERS (2)	BASIC PENETRATION (3)	PREMIUM SERVICE UNITS (4)	PREMIUM PENETRATION (5)	AVERAGE MONTHLY REVENUE PER BASIC SUBSCRIBER
Louisiana Systems.....	130,756	2,816	94,760	72.5%	49,247	52.0%	$37.84
Tennessee System.....	48,646	914	32,431	66.7	11,806	36.4	33.44
Total Systems.....	179,402	3,730	127,191	70.9	61,053	48.0	36.71

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(1) Homes passed refers to estimates of the number of dwelling units and commercial establishments in a particular community that can be connected to the distribution system without any further extension of principal transmission lines. Such estimates are based upon a variety of sources, including billing records, house counts, city directories and other local sources.

(2) The number of basic subscribers has been computed by adding the actual number of subscribers for all non-bulk accounts and the equivalent subscribers for all bulk accounts. The number of such equivalent subscribers has been calculated by dividing aggregate basic service revenue for bulk accounts by the full basic service rate for the community in which the accounts are located. Bulk accounts consist of commercial establishments and multiple dwelling units.

(3) Basic penetration represents the number of basic subscribers as a percentage of the total number of homes passed in the system.

(4) Premium service units represent the number of subscriptions to premium channels offered for a monthly fee per channel.

(5) Premium penetration represents the number of premium service units as a percentage of the total number of basic subscribers.

BUSINESS STRATEGY

The Company's strategy is to increase its revenues and EBITDA by acquiring, operating and developing cable television systems and capitalizing on the expertise of management, as well as the Company's relationship with the Management Investors and Time Warner. The key components of the Company's strategy include the following:

Pursue Strategic Acquisitions. Management believes that attractive acquisition opportunities will be available as large cable television system operators divest non-strategic assets and small operators sell their systems. The Company intends to pursue system acquisitions in markets which are contiguous to the Systems and in non-contiguous markets serving more than 30,000 subscribers where local or regional clusters can be formed. The Company believes that by clustering systems it will be able to realize economies of scale, such as reduced payroll, reduced billing and technical costs per subscriber, reduced advertising sales costs, increased local advertising sales, more efficient roll-out and utilization of new technologies and consolidation of customer service functions. The Management Investors' experience in operating cable television systems in urban, suburban and rural markets will enable the Company to pursue a wide range of potential acquisition opportunities.

Operate Technologically Advanced Systems. The Company will seek to operate cable television systems with bandwidths of 550 MHz to 750 MHz (78 to 110 analog channels) that include the use of hybrid fiber-coaxial cable plant, bi-directional transmission capability, small-cluster nodes, advanced subscriber set-top devices and digital compression technology. The Company will continue to upgrade the Systems and will selectively upgrade systems acquired in the future depending on market conditions. Many of the upgraded systems will likely incorporate digital compression technology which would increase the number of programming channels that may be transmitted over a given amount of bandwidth, in many cases resulting in up to 10 digital channels transmitted in the space required for a single analog channel. The Company expects that such technology also will permit it to offer new services such as high speed Internet access and data transmission and additional programming tiers, as well as new interactive features being integrated into advanced analog and digital set-top consumer equipment.

Capitalize on Relationships with Management Investors and Time Warner. The Company will benefit from the depth and breadth of the experience of the Management Investors in acquiring, operating and developing cable television systems, including the Systems, as well as the expertise of its regional marketing, sales and technical personnel. The Company believes that it will benefit from its relationship with Time Warner through access to certain of Time Warner's programming arrangements and technical and engineering expertise and through coordination of its equipment purchasing with Time Warner.

Focus on Operations and Service. Management believes that its focus on system operations and customer service will increase subscriber penetration, revenues and cash flow margins. The Company will implement its comprehensive training and certification program which provides specific technical training to further improve operations performance and customer service. In addition, the Company will actively monitor the performance of its systems and the quality of its customer service, using criteria such as picture quality, service call response times, average outage durations, telephone answer rates and installation response times. The Company will also use market research tools to gauge its performance and customer satisfaction and to tailor its local service offerings to the particular community.

Develop Ancillary Businesses. The Company intends to pursue new business opportunities that complement its core video delivery systems. The Company intends to expand its advertising sales operations in each of its cable television systems and create local production businesses in markets that can support that activity. Management will also concentrate on the marketing of special events and pay-per-view movies. In the future, the Company plans to offer digital services such as near video on demand as an alternative to video rentals. In addition, the Company plans to offer high speed Internet access and data transmission via certain of its cable networks.

THE ACQUISITION AND THE FINANCING

At the time of the initial sale of the Old Notes by the Obligors and the Guarantor to the Placement Agent: (i) Holdings received equity contributions of $95.1 million from the Morgan Stanley Entities and $3.9 million from the Management Investors, which were contributed to the Company as equity (collectively, the "Equity Contributions"); (ii) Renaissance Media, as borrower, and Renaissance Louisiana, Renaissance Tennessee and Renaissance Capital, as guarantors, entered into a credit agreement (the "Senior Credit Facility"), consisting of $110.0 million of term loan facilities (the "Term Loans") and a $40.0 million revolving credit facility (the "Revolver") with Morgan Stanley Senior Funding, Inc. ("MSSF"), as syndication agent, and arranger, and the other lenders party thereto; and (iii) Renaissance Media acquired the Systems from Time Warner for $300.0 million in cash and the issuance to Time Warner of a $9.5 million equity interest in Holdings pursuant to an asset purchase agreement dated as of November 14, 1997, between Holdings and Time Warner, as amended (the "Asset Purchase Agreement"). The Acquisition (including the issuance to Time Warner of a $9.5 million equity ownership interest in Holdings), the Equity Contributions, the establishment of the Senior Credit Facility, borrowings under the Term Loans and the Offering are hereinafter referred to as the "Transactions."

The Company used the net proceeds from the Offering, together with the Equity Contributions and borrowings under the Term Loans to consummate the Acquisition. The Company believes that borrowings expected to be available under the Revolver and anticipated cash flow from operations will be sufficient to upgrade the Systems as currently contemplated and satisfy the Company's anticipated working capital and debt service requirements. However, the actual amount and timing of the Company's capital requirements may differ materially from the Company's estimates as a result of, among other things, the demand for the Company's services and regulatory, technological and competitive developments (including additional market developments and new opportunities) in the Company's industry. The Company also expects that it will require additional financing if the Company's development plans or projections change or prove to be inaccurate or the Company engages in any acquisitions. Sources of additional financing may include commercial bank borrowings, vendor financing or the private or public sale of equity or debt securities. There can be no assurances that such financing will be available on terms acceptable to the Company or at all.

THE EXCHANGE OFFER

Old Notes.....	The Old Notes were sold by the Obligors on April 9, 1998 to the Placement Agent pursuant to a Placement Agreement dated April 6, 1998 (the "Placement Agreement"). The Placement Agent subsequently placed the Old Notes with (i) qualified institutional buyers pursuant to Rule 144A under the Securities Act, (ii) [a limited number of institutional accredited investors that agreed to comply with certain transfer restrictions and other conditions and (iii)] qualified buyers outside the United States in reliance upon Regulation S under the Securities Act.
Registration Rights Agreement.....	Pursuant to the Placement Agreement, the Obligors, the Guarantor and the Placement Agent entered into a Registration Rights Agreement, dated as of April 6, 1998 (the "Registration Rights Agreement"), which grants the holders of the Old Notes certain exchange and registration rights. The Exchange Offer is intended to satisfy such exchange rights which terminate upon the consummation of the Exchange Offer.
Securities Offered.....	$163,175,000 aggregate original Principal Amount at Maturity of 10% Senior Discount Notes due 2008 (the "New Notes").
The Exchange Offer.....	$1,000 original Principal Amount at Maturity of New Notes will be issued in exchange for each $1,000 original Principal Amount at Maturity of Old Notes. As of the date hereof, $163,175,000 aggregate original Principal Amount at Maturity of Old Notes are outstanding. The Obligors will issue the New Notes to holders on or promptly after the Expiration Date. Based on an interpretation by the staff of the Commission set forth in no-action letters issued to third parties (including Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1989); Morgan Stanley & Co. Inc., SEC No-Action Letter (June 5, 1991); and Shearman & Sterling, SEC No-Action Letter (July 2, 1993)), the Obligors believe that New Notes issued pursuant to the Exchange Offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any holder of such New Notes (other than any such holder which is an "affiliate" of the Obligors within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery requirements of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business and that such holder at the time of the Exchange Offer has no arrangement or understanding with any person to participate in the distribution of such New Notes. Any Participating Broker-Dealer that acquired Old Notes for its own account as a result of market-making activities or other trading

	activities may be a statutory underwriter. Each Participating Broker-Dealer that receives New Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a Participating Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by any person subject to the prospectus delivery requirements of the Securities Act (other than an Excluded Participating Broker-Dealer). The Obligors have agreed that, for a period of up to 180 days, they will use their reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement this Prospectus in order to permit this Prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act (provided that, as set forth in the Letter of Transmittal, such persons shall have acknowledged that they may be subject to such requirements and have undertaken to use their reasonable best efforts to notify Holdings when they are no longer subject to such requirements). See "Plan of Distribution." Any holder who is an "affiliate" of the Obligors (within the meaning of Rule 405 under the Securities Act), who does not acquire the New Notes in the ordinary course of business or who tenders in the Exchange Offer for the purpose of participating in a distribution of the New Notes could not rely on the position of the staff of the Commission enunciated in the above-mentioned no-action letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Failure to comply with such requirements in such instance may result in such holder incurring liability under the Securities Act for which the holder is not indemnified by the Obligors.
Expiration Date.....	5:00 p.m., New York City time, on , 1998 unless the Exchange Offer is extended, in which case the term "Expiration Date" means the latest date and time to which the Exchange Offer is extended.
Accreted Value on the New Notes and the Old Notes....	Each New Note will have an Accreted Value equal to that of the Old Note for which it is exchanged.
Conditions to the Exchange Offer.....	The Exchange Offer is subject to certain customary conditions, which may be waived by the Obligors. See "The Exchange Offer--Conditions."
Procedures for Tendering Old Notes.....	Each holder of Old Notes wishing to accept the Exchange Offer must complete, sign and date the accompanying Letter of Transmittal, or a facsimile thereof or transmit an Agents' Message

	(as defined) in connection with a book-entry transfer, in accordance with the instructions contained herein and therein, and mail or otherwise deliver such Letter of Transmittal, or such facsimile of such Agent's Message, together with the Old Notes and any other required documentation to the Exchange Agent (as defined) at the address set forth herein. By executing the Letter of Transmittal or Agent's Message, each holder will represent to the Obligors that, among other things, the New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of business of the person receiving such New Notes, whether or not such person is the holder, that neither the holder nor any such other person has any arrangement or understanding with any person to participate in the distribution of such New Notes and that neither the holder nor any such other person is an "affiliate," as defined under Rule 405 of the Securities Act, of the Obligors. See "The Exchange Offer--Purpose and Effect of the Exchange Offer" and "--Procedures for Tendering."
Untendered Old Notes.....	Following the consummation of the Exchange Offer, holders of Old Notes eligible to participate, but who do not tender their Old Notes, will not have any further exchange rights and such Old Notes will continue to be subject to certain restrictions on transfer. Accordingly, the liquidity of the market for such Old Notes could be adversely affected.
Consequences of Failure to Exchange.....	The Old Notes that are not exchanged pursuant to the Exchange Offer will remain restricted securities. Accordingly, such Old Notes may be resold only (i) to the Obligors, (ii) pursuant to Rule 144A or Rule 144 under the Securities Act or pursuant to some other exemption under the Securities Act, (iii) outside the United States to a foreign person pursuant to the requirements of Rule 904 under the Securities Act, or (iv) pursuant to an effective registration statement under the Securities Act. See "The Exchange Offer-- Consequences of Failure to Exchange."
Shelf Registration Statement.....	In the event that changes in the law or the applicable interpretations of the staff of the Commission do not permit the Obligors to effect such an Exchange Offer, or if for any other reason the Exchange Offer is not commenced and not consummated by October 9, 1998, the Obligors will (i) file a shelf registration statement (the "Shelf Registration Statement") covering resales of the Old Notes; (ii) use their best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act and (iii) use their best efforts to keep effective the Shelf Registration Statement until the earlier of (a) two years after the date of the original issuance of the Old Notes or (b) such time as all of the applicable Old Notes have been sold thereunder.

Special Procedures for Beneficial Owners.....	Any beneficial owner whose Old Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact such registered holder promptly and instruct such registered holder to tender on such beneficial owner's behalf. If such beneficial owner wishes to tender on such owner's own behalf, such owner must, prior to completing and executing the Letter of Transmittal and delivering its Old Notes, either make appropriate arrangements to register ownership of the Old Notes in such owner's name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time. The Obligors will keep the Exchange Offer open for not less than twenty business days in order to provide for the transfer of registered ownership.
Guaranteed Delivery Procedures.....	Holders of Old Notes who wish to tender their Old Notes and whose Old Notes are not immediately available or who cannot deliver their Old Notes, the Letter of Transmittal or any other documents required by the Letter of Transmittal to the Exchange Agent (or comply with the procedures for book-entry transfer) prior to the Expiration Date must tender their Old Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer--Guaranteed Delivery Procedures."
Withdrawal Rights.....	Tenders may be withdrawn at any time prior to 5:00 p.m., New York City time, on the business day prior to the Expiration Date.
Acceptance of Old Notes and Delivery of New Notes.....	The Obligors will accept for exchange any and all Old Notes which are properly tendered in the Exchange Offer prior to 5:00 p.m., New York City time, on the Expiration Date. The New Notes issued pursuant to the Exchange Offer will be delivered promptly following the Expiration Date. See "The Exchange Offer--Terms of the Exchange Offer."
Federal Income Tax Consequences.....	The exchange pursuant to the Exchange Offer will not be a taxable event for federal income tax purposes. See "Certain Federal Income Tax Consequences."
Use of Proceeds.....	There will be no cash proceeds to the Obligors from the Exchange Offer.
Exchange Agent.....	United States Trust Company of New York.

THE NEW NOTES

New Notes.....	$163,175,000 aggregate principal amount at maturity ($100,011,589.25 initial Accreted Value) of 10% Senior Discount Notes due 2008.
General.....	The form and terms of the New Notes are the same as the form and terms of the Old Notes (which they replace) except that (i) the New Notes have been registered under the Securities Act and, therefore, will not bear legends restricting the transfer thereof, and (ii) the holders of New Notes will not be entitled to certain rights under the Registration Rights Agreement, including the provisions providing for an increase in the interest rate on the Old Notes in certain circumstances relating to the timing of the Exchange Offer, which rights will terminate when the Exchange Offer is consummated. See "The Exchange Offer--Purpose and Effect of the Exchange Offer." The New Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture. See "Description of the Notes."
Maturity Date.....	April 15, 2008.
Yield and Interest.....	The Old Notes were originally sold at a substantial discount from their principal amount at maturity and there will not be any payment of interest on the New Notes prior to October 15, 2003. For a discussion of the U.S. federal income tax treatment of the New Notes under the original issue discount rules, see "Certain United States Federal Income Tax Consequences." The New Notes will fully accrete to face value on April 15, 2003. From and after April 15, 2003, the New Notes will bear interest, payable semi-annually in cash, at a rate of 10% per annum on April 15 and October 15 of each year, commencing October 15, 2003.
Optional Redemption.....	The New Notes are redeemable, at the option of the Obligors, in whole or in part, at any time on or after April 15, 2003, initially at 105.000% of their principal amount at maturity, plus accrued interest, declining to 100% of their principal amount at maturity, plus accrued interest, on or after April 15, 2006. In addition, at any time prior to April 15, 2001, the Obligors may redeem up to 35% of the aggregate principal amount at maturity of the Notes with the proceeds of one or more sales of Capital Stock (other than Disqualified Stock) of the Company or an Obligor, at 110.000% of their Accreted Value on the redemption date; provided, however, that after any such redemption at least $106.0 million aggregate principal amount at maturity of Notes remains outstanding. See "Description of the Notes--Optional Redemption."
Change of Control.....	Upon a Change of Control (as defined herein), the Obligors will be required to make an offer to purchase the New Notes at a purchase price equal to 101% of their Accreted Value on the date of purchase,

	plus accrued interest, if any. There can be no assurance that the Obligors will have sufficient funds available at the time of any Change of Control to make any required debt repayment (including repurchases of the Notes). See "Description of the Notes--Repurchase of Notes upon a Change of Control."
Ranking.....	The New Notes will be unsecured, unsubordinated indebtedness of the Obligors, will rank pari passu in right of payment with all unsecured, unsubordinated indebtedness of the Obligors and will be senior in right of payment to all subordinated indebtedness of the Obligors. At March 31, 1998, after giving pro forma effect to the Transactions, the Obligors would have had approximately $210.0 million of indebtedness outstanding and the Obligors' subsidiaries would have had $114.0 million of liabilities (including $110.0 million of indebtedness under the Senior Credit Facility). See "Risk Factors--Substantial Leverage" and "--Holding Company Structure; Structural Subordination."
Guaranty.....	All payments with respect to the New Notes (including principal and interest) will be fully and unconditionally guaranteed on a senior basis by the Guarantor. The New Guaranty will rank pari passu with all existing and future unsecured, unsubordinated indebtedness of the Guarantor and will be effectively subordinated to all liabilities of the Guarantor's subsidiaries, including the Obligors and Renaissance Media.
Certain Covenants.....	The Indenture contains certain covenants that, among other things, restrict the ability of the Company and its Restricted Subsidiaries (as defined herein) to incur additional indebtedness, create liens, engage in sale-leaseback transactions, pay dividends or make distributions in respect of their capital stock, redeem capital stock, make investments or certain other restricted payments, sell assets, issue or sell stock of Restricted Subsidiaries, enter into transactions with stockholders or affiliates or effect a consolidation or merger. However, these limitations are subject to a number of important qualifications and exceptions. See "Risk Factors--Restrictions Imposed by Terms of the Company's Indebtedness" and "Description of the Notes--Covenants."
Registration Rights.....	The Obligors and the Guarantor are required to commence this exchange offer (the "Exchange Offer") pursuant to an effective registration statement or cause resales of the Notes to be registered under the Securities Act pursuant to an effective shelf registration statement. If one of such events does not occur prior to the date that is six months after the initial sale of the Notes (the "Closing Date"), interest on the Notes will increase by .5% per annum until the consummation of the Exchange Offer or the effectiveness of such shelf registration statement. Holders who do not participate in the Exchange Offer may thereafter hold a less liquid security. See "Description of the Notes--Registration Rights."

Book-Entry; Delivery and Form.....	The New Notes will be represented by one or more permanent global Notes in definitive, fully registered form, deposited with the Trustee as custodian for, and registered in the name of, a nominee of The Depository Trust Company ("DTC"). See "Description of the Notes--Book-Entry; Delivery and Form."

RISK FACTORS

Potential investors should consider carefully certain factors relating to an investment in the Notes. See "Risk Factors."

SUMMARY FINANCIAL AND OTHER DATA

The summary financial and other data set forth below were derived from the combined financial statements of the Systems to be acquired in the Acquisition and the pro forma combined financial statements of the Company. The summary statement of operations data for the years ended December 31, 1995, 1996 and 1997 and the balance sheet data as of December 31, 1997 were derived from the audited combined financial statements of the Systems included elsewhere in this Prospectus. The summary statement of operations data for the years ended December 31, 1993 and 1994 and the three months ended March 31, 1997 and 1998 were derived from unaudited combined financial statements for the Systems which, in the opinion of management, include all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the Systems' results of operations for such periods. The summary financial and other data presented below should be read in conjunction with, and are qualified in their entirety by, "Pro Forma Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and notes thereto included elsewhere in this Prospectus.

	YEAR ENDED DECEMBER 31,						THREE MONTHS ENDED MARCH 31,		
	SYSTEMS HISTORICAL					PRO FORMA	SYSTEMS HISTORICAL		PRO FORMA
	1993	1994	1995	1996	1997	1997 (1)	1997	1998	1998 (1)
	(DOLLARS IN THOUSANDS, EXCEPT PER SUBSCRIBER DATA)								
	(PREDECESSOR) (2)			(INCLUDED IN TWI CABLE, INC.)			(INCLUDED IN TWI CABLE, INC.)		
STATEMENT OF OPERATIONS DATA:									
Revenues (3)	$38,125	$40,168	$43,549	$47,327	$50,987	$ 50,987	$12,446	$13,973	13,973
System operating expenses (3) (4)	17,618	18,656	20,787	22,626	23,142	24,157	5,778	6,013	6,261
Non-system operating expenses (5)	765	2,032	2,200	2,733	2,782	2,782	695	703	804
Depreciation, amortization and loss (gain) on disposal of fixed assets	16,305	16,583	17,610	18,116	19,317	26,683	4,672	4,611	6,671
Operating income	3,437	2,897	2,952	3,852	5,746	(2,635)	1,301	2,646	237
Interest expense, net	(12,058)	(11,603)	(11,871)	--	--	(19,117)	--	--	4,612
Income tax benefit (expense)	3,449	3,482	3,567	(1,502)	(2,262)	--	(659)	(1,191)	--
Net (loss) income	$(5,172)	$(5,224)	$(5,352)	$ 2,350	$ 3,484	$(21,752)	$ 642	$ 1,455	(4,375)
OTHER FINANCIAL DATA:									
Net cash provided by operations	N.A.	N.A.	$ 7,523	$23,088	$23,604	N.A.	4,787	6,021	N.A.
EBITDA (6)	$19,742	$19,480	20,562	21,968	25,063	$ 24,048	5,973	7,257	6,908
System cash flow (7)	20,507	21,512	22,762	24,701	27,845	26,830	6,668	7,960	7,712
Capital expenditures	7,777	9,152	7,376	8,170	6,390	6,390	1,561	456	456
EBITDA margin (3)	51.8%	48.5%	47.2%	46.4%	49.2%	47.2%	48.0%	51.9%	49.4%
Ratio of earnings to fixed charges (8)	--	--	--	--	--	--	--	--	--
OTHER DATA:									
Homes passed (at period end) (9)	141,402	143,248	145,148	175,522	178,449	178,449	176,617	179,402	179,402
Basic subscribers (at period end)	109,026	115,075	120,340	123,203	126,558	126,558	125,016	127,191	127,191
Basic penetration (at period end) (9)	77.1%	80.3%	82.9%	70.2%	70.9%	70.9%	70.8%	70.9%	70.9%
Premium units (at period end)	56,764	62,434	60,462	64,716	64,963	64,963	63,890	61,053	61,053
Premium penetration (at period end)	52.1%	54.3%	50.2%	52.5%	51.3%	51.3%	51.1%	48.0%	48.0%
Average monthly revenue per basic subscriber (10)	$ 29.78	$ 29.87	$ 30.83	$ 32.39	$ 34.02	$ 34.02	$ 33.43	$ 36.71	$ 36.71
Annual EBITDA per basic subscriber (11)	185.03	173.85	174.69	180.40	200.70	192.57	192.51	228.79	217.79
Annual system cash flow per basic subscriber (12)	192.20	191.98	193.38	202.85	222.97	214.85	214.91	250.96	243.14
Annual capital expenditures per basic subscriber (13)	72.89	81.68	62.66	67.09	51.17	51.17	50.31	14.38	14.38

	AS OF DECEMBER 31, 1997		AS OF MARCH 31, 1998	
	SYSTEMS HISTORICAL	PRO FORMA (1)	SYSTEMS HISTORICAL	PRO FORMA (1)

BALANCE SHEET DATA:				
Cash and cash equivalents.....	$ 1,371	$ 1,962	$ 2,943	1,989
Property, plant and equipment, net.....	36,944	65,216	35,994	65,271
Total assets.....	288,914	322,543	286,971	322,634
Total debt.....	--	210,012	--	--
Net assets/members' equity....	224,546	108,537	222,008	108,614

(1) See "Pro Forma Financial Data."
(2) Prior to January 4, 1996, the Systems were owned by certain subsidiaries of CVI.
(3) Prior to 1997, franchise fees were included in both revenues and expenses. In 1997, the Systems began itemizing franchise fees on subscriber billing invoices and recorded such fees as an offset to system operating expenses. Had the itemization process occurred prior to 1997, the estimated amount of franchise fees that would have been reflected as an offset to the system operating expenses and not included in revenue in 1993, 1994, 1995 and 1996 would have been approximately $1.0 million, $1.3 million, $1.4 million and $1.5 million, respectively. The effect on EBITDA margin of this change would have resulted in EBITDA margins of 53.0%, 50.1%, 48.9% and 48.0% for the years 1993, 1994, 1995 and 1996, respectively.
(4) Represents all system operating expenses and excludes management fees and corporate overhead.
(5) Represents management fees and corporate overhead.
(6) EBITDA represents income before interest, income taxes and depreciation, amortization and loss (gain) on disposal of fixed assets. EBITDA is not intended to represent cash flow from operations or net (loss) income as defined by generally accepted accounting principles and should not be considered as a measure of liquidity or an alternative to, or more meaningful than, operating income or operating cash flow as an indication of the Company's operating performance. Moreover, EBITDA is not a standardized measure and may be calculated in a number of ways. Accordingly, the EBITDA information provided may not be comparable to other similarly titled measures provided by other companies. EBITDA is included herein because management believes that certain investors find it a useful tool for measuring the Company's ability to service its indebtedness.
(7) Represents EBITDA before non-system operating expenses. System cash flow should not be considered as a measure of liquidity or an alternative to, or more meaningful than, operating cash flow as defined by generally accepted accounting principles.
(8) For purposes of this calculation, "earnings" is defined as earnings before fixed charges. Fixed charges consist of interest expense, amortization of deferred financing costs, income taxes and the portion of rent expense under operating leases representative of interest. For the years ended December 31, 1993, 1994 and 1995, the Systems' earnings before fixed charges were insufficient to cover their fixed charges by $8.7 million, $9.0 million and $9.1 million. For the years ended December 31, 1996 and 1997, the Systems did not have indebtedness and a ratio of earnings to fixed charges would not be meaningful for such years. On a pro forma basis for the year ended December 31, 1997, and the three months ended March 31, 1998, the Company's earnings before fixed charges would have been insufficient to cover fixed charges by $21.9 million and $4.4 million, respectively.
(9) Based on a homes passed audit conducted in 1996 which showed an increase in homes passed of approximately 27,000 homes, the homes passed may be understated in 1993, 1994 and 1995 and basic penetration may be overstated for such periods.
(10) Reflects revenues for the applicable period divided by the average number of basic subscribers for the applicable period divided by the number of months in the applicable period.
(11) Reflects EBITDA for the applicable period divided by the average number of basic subscribers for the applicable period. For purposes of this calculation, EBTIDA was annualized for the three-month period ended March 31, 1998 and 1997.
(12) Reflects system cash flow divided by the average number of basic subscribers for the applicable period. For purposes of this calculation, cash flow was annualized for the three-month period ended March 31, 1998 and 1997.
(13) Reflects capital expenditures for the applicable period divided by the average number of basic subscribers for the applicable period. For purposes of this calculation, capital expenditures were annualized for the three-month period ended March 31, 1998 and 1997.

THE COMPANY

Holdings is owned by the Morgan Stanley Entities, Time Warner and the Management Investors. Renaissance Louisiana, Renaissance Tennessee and Renaissance Capital are wholly owned subsidiaries of the Guarantor. Renaissance Louisiana and Renaissance Tennessee own all the equity interests in Renaissance Media. The Guarantor and Renaissance Capital have no assets and do not, and will not, conduct any operations.

The following chart sets forth the ownership structure of the Company:

[CHART] (1)

[Chart sets forth in graphic form the following: Time Warner, the Morgan Stanley Entities and the Management Investors own 8.8%, 87.6% & 3.6% of Holdings respectively. Holdings owns 100% of the Guarantor, which in turn owns 100% of Renaissance Louisiana, Renaissance Capital and Renaissance Tennessee. Renaissance Louisiana and Renaissance Tennessee own 75.77% and 24.23%, respectively, of Renaissance Media. Renaissance Media holds the Louisiana Systems and the Tennessee System.]

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(1) Excludes certain carried interests of the Management Investors in affiliates of Time Warner and the Morgan Stanley Entities which hold the respective equity interests in Holdings. These carried interests represent the right to participate in additional distributions of such affiliates.

ASSET PURCHASE AGREEMENT

On November 14, 1997, Holdings and Time Warner entered into the Asset Purchase Agreement. The Asset Purchase Agreement was assigned by Holdings to Renaissance Media, and, on April 9, 1998, Renaissance Media purchased substantially all of the assets of the Systems for approximately $300.0 million in cash, plus the issuance to Time Warner of a $9.5 million equity ownership interest in Holdings, subject to adjustment based upon working capital and subscriber amounts at the time of closing. Time Warner has agreed to indemnify Renaissance Media in an amount not to exceed $26.0 million in the aggregate for any losses arising out of any representation or warranty made by Time Warner in connection with the Acquisition not being true and accurate.

The foregoing summary of certain provisions of the Asset Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Asset Purchase Agreement, a copy of which is available from the Company upon request.

RISK FACTORS

An investment in the Notes offered hereby involves a significant degree of risk. Prospective Investors should consider carefully all of the information set forth herein, and in particular the following factors.

SUBSTANTIAL LEVERAGE

As of December 31, 1997 and March 31, 1998, on a pro forma basis after giving effect to the Transactions, the Company would have had approximately $210.0 million of indebtedness outstanding. See "Capitalization" and "Selected Financial and Other Data." The accretion of original issue discount on the Notes will cause an increase in indebtedness of $63.2 million by April 15, 2003. In addition, subject to the restrictions in the Senior Credit Facility and the Indenture, the Company plans to incur additional indebtedness under the Revolver for capital expenditures, working capital and acquisitions. As a result, the Company anticipates that it will continue to be highly leveraged for the foreseeable future. The Company's highly leveraged capital structure could adversely affect the Company's ability to service the Notes and could significantly limit the Company's ability to finance its operations and fund its capital expenditure requirements, to compete effectively, to expand its business, to comply with its obligations under its franchise agreements, to plan for or react to changes in its business or to operate under adverse economic conditions. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

INSUFFICIENCY OF EARNINGS TO COVER FIXED CHARGES

On a pro forma basis, the Company's earnings before fixed charges would have been insufficient to cover its fixed charges for the year ended December 31, 1997 by $21.9 million and for the three months ended March 31, 1998 by $4.4 million (unaudited). See "Selected Financial and Other Data" and "Pro Forma Financial Data."

The Company used the net proceeds from the Offering, together with the Equity Contributions and borrowings under the Term Loans to consummate the Acquisition. The Company believes that the borrowings expected to be available under the Revolver and anticipated cash flow from operations will be sufficient to upgrade the Systems as currently contemplated and satisfy the Company's anticipated working capital and debt service requirements. However, the actual amount and timing of the Company's capital requirements may differ materially from the Company's estimates as a result of, among other things, the demand for the Company's services and regulatory, technological and competitive developments (including additional market developments and new opportunities) in the Company's industry. The ability of the Company to meet its debt service and other obligations will depend upon the future performance of the Company which, in turn, is subject to general economic conditions and to financial, political, competitive, regulatory and other factors, many of which are beyond the Company's control. The Company's ability to meet its debt service and other obligations also may be affected by changes in prevailing interest rates, as borrowings under the Senior Credit Facility will bear interest at floating rates, subject to certain interest rate protection agreements. See "Description of Certain Indebtedness."

The Company believes that it will continue to generate cash flow from operations and obtain financing sufficient to meet the costs and expenses of future acquisitions, capital expenditures, working capital needs and debt service requirements; however, there can be no assurance that the terms on which any such financing may be available would be favorable to the Company or that, if it were able to obtain financing, the Company will be able to meet its debt service and other obligations. If the Company were unable to meet its debt service or other obligations, it would have to refinance its indebtedness or obtain new financing. There can be no assurance that such financing will be available to the Company on acceptable terms or at all. See "Selected Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Certain Indebtedness" and "Description of the Notes."

The Company expects that the Obligors will be required to refinance a portion of the Notes at the maturity thereof. In addition, the Company expects that Renaissance Media may refinance a portion of the indebtedness under the Senior Credit Facility at its maturity. There can be no assurance that the Obligors or Renaissance Media will be able to obtain such refinancing upon acceptable terms or at all.

HOLDING COMPANY STRUCTURE; STRUCTURAL SUBORDINATION

The Guarantor is a holding company which has no significant operations or assets other than its equity interests in Renaissance Louisiana, Renaissance Tennessee and Renaissance Capital. Renaissance Louisiana and Renaissance Tennessee are holding companies which have no significant operations or assets other than their equity interests in Renaissance Media. Renaissance Capital has no operations or assets and was formed solely for the purpose of serving as a co-obligor of the Notes. Accordingly, the Obligors must rely entirely upon distributions from Renaissance Media to generate the funds necessary to meet the Obligors' obligations, including the payment of principal and interest on the Notes. Renaissance Media is a separate legal entity that has no obligation to pay any amounts due pursuant to the Notes or to make any funds available therefor, whether by dividends, loans or other payments. The Senior Credit Facility contains significant restrictions on the ability of Renaissance Media to distribute funds to Renaissance Louisiana and Renaissance Tennessee. See "Description of Certain Indebtedness."

The Obligors' equity interests in Renaissance Media are pledged as collateral under the Senior Credit Facility. Therefore, if the Obligors were unable to pay the principal or interest on the Notes when due (whether at maturity, upon acceleration or otherwise), the ability of the holders of the Notes to proceed against such equity interests to satisfy such amounts would be subject to the prior satisfaction in full of all amounts owing under the Senior Credit Facility. Any action to proceed against such equity interests by or on behalf of the holders of the Notes would constitute an event of default under the Senior Credit Facility, entitling the lenders thereunder to declare all amounts owing to be immediately due and payable. In addition, as a secured creditor, the lenders under the Senior Credit Facility would control the disposition and sale of such equity interests after an event of default under the Senior Credit Facility and would not be legally required to take into account the interests of unsecured creditors of the Obligors, such as the holders of the Notes, with respect to any such disposition or sale. There can be no assurance that the assets of Renaissance Media, after the satisfaction of its secured creditors, would be sufficient to satisfy any amounts owing with respect to the Notes.

The Guarantor, Renaissance Louisiana and Renaissance Tennessee are holding companies and conduct their businesses through subsidiaries. The Notes are effectively subordinated to all existing and future claims of creditors of the Obligors' subsidiaries, including the lenders under the Senior Credit Facility and such subsidiaries' trade and other creditors. At March 31, 1998 on a pro forma basis after giving effect to the Transactions, the Obligors' subsidiaries would have had $114.0 million of liabilities (including $110.0 million of indebtedness under the Senior Credit Facility). The rights of the Obligors and their creditors, including the holders of the Notes, to realize upon the assets of any of the Obligors' subsidiaries upon any such subsidiary's liquidation or reorganization (and the consequent rights of the holders of the Notes to participate in the realization of those assets) will be subject to the prior claims of such subsidiaries' respective creditors, including, in the case of Renaissance Media, the lenders under the Senior Credit Facility. In such event, there may not be sufficient assets remaining to pay amounts due on any or all of the Notes then outstanding. See "Description of the Notes--Ranking" and "Description of Certain Indebtedness." The Indenture relating to the Notes will permit the Obligors' subsidiaries to incur additional indebtedness under certain circumstances. See "Description of the Notes--Covenants."

RESTRICTIONS IMPOSED BY TERMS OF THE COMPANY'S INDEBTEDNESS

The Indenture relating to the Notes and the Senior Credit Facility impose restrictions that, among other things, limit the ability of the Company and its subsidiaries to incur additional indebtedness, create liens upon assets, apply the proceeds from the disposal of assets, make investments, loans and other payments, enter into

certain transactions with affiliates and certain mergers and acquisitions. The Senior Credit Facility also requires Renaissance Media to maintain specified financial ratios and to meet certain financial tests. See "Description of the Notes" and "Description of Certain Indebtedness." The ability of Renaissance Media to comply with such covenants and restrictions can be affected by events beyond its control, and there can be no assurances that Renaissance Media will achieve operating results that would permit compliance with such provisions. The breach of any of the provisions of the Senior Credit Facility would, under certain circumstances, result in defaults thereunder, permitting the lenders thereunder to prevent distributions by Renaissance Media and to accelerate the indebtedness thereunder. If Renaissance Media were unable to pay the amounts due in respect of the Senior Credit Facility, the lenders under the Senior Credit Facility could foreclose upon any assets pledged to secure such payment or otherwise prevent the distribution of funds by Renaissance Media. In such event, the holders of the Notes might not be able to receive any payments until the payment default was cured or waived, any such acceleration was rescinded or the indebtedness under the Senior Credit Facility was discharged or paid in full. Any of such events would adversely affect the Obligors' ability to service the Notes, including but not limited to the Obligors' ability to pay cash interest on the Notes.

OPERATIONS AS AN INDEPENDENT COMPANY

Prior to the Acquisition, the Systems were operated by Time Warner since January 4, 1996 and prior to such time were operated by CVI from September 12, 1986 (in the case of the Tennessee System) and December 31, 1988 (in the case of the Louisiana Systems). Although the Management Investors had extensive experience managing the Systems prior to the acquisition of CVI by Time Warner, no financial or operating history of the Systems as an independent entity and not as part of a large multiple cable television system operator ("MSO") is available for potential purchasers to evaluate. Because the Company has retained much of the Systems' prior regional personnel and the Management Investors have experience managing the Systems, the Company believes that it will have personnel and systems in place prior to the consummation of the Acquisition sufficient to permit the Company to operate the Systems without assistance from Time Warner. Time Warner manages certain programming for the Company, although the Company has lost certain programming discounts that were available to the Systems when they were part of a large MSO. In addition, as a result of the purchase accounting adjustments arising in connection with the Acquisition, the Company's annual depreciation and amortization charges will increase. The above factors, together with increased interest expense associated with the Notes and the Senior Credit Facility, will have a material adverse impact on the Company's results in the future. See "Pro Forma Financial and Other Data."

SIGNIFICANT COMPETITION IN THE CABLE TELEVISION INDUSTRY

Cable television systems face competition from alternative methods of receiving and distributing television signals and from other sources of news, information and entertainment such as off-air television broadcast programming, newspapers, movie theaters, live sporting events, online computer services and home video products, including videotape cassette recorders. Because the Company's franchises are non-exclusive, there is the potential for competition with the Systems from other operators of cable television systems, including systems operated by local government authorities, and from other distribution systems capable of delivering programming to homes or businesses, including direct broadcast satellite ("DBS") systems and multichannel multipoint distribution service ("MMDS") systems. Additionally, the FCC recently adopted new regulations allocating frequencies in the 28 GHz band for a new multichannel wireless video service called local multipoint distribution service ("LMDS") that is similar to MMDS, and the FCC initiated spectrum auctions for LMDS licenses in February 1998. In recent years, there has been significant national growth in the number of subscribers to DBS services. Subscribership to MMDS also is increasing and can be expected to grow. Additionally, recent changes in federal law and recent administrative and judicial decisions have removed certain of the restrictions that have limited entry into the cable television business by potential competitors such as telephone companies, public utility holding companies and their subsidiaries. During 1997, the Jackson, Tennessee Public Utility Department, which as of March 31, 1998, encompassed approximately 34,000 homes passed by the Tennessee System, and approximately 23,000 basic subscribers (excluding bulk subscribers), representing approximately

three-quarters of the subscribers of the Tennessee System, undertook a feasibility study with respect to providing cable television service to customers in its service area and reportedly concluded that a competitive cable television could be feasible under certain circumstances. During its 1997-1998 session, the Tennessee legislature considered several bills which would allow municipalities operating electric utility plants and electric cooperatives to provide cable television and other service and would authorize six pilot municipal electric systems to provide cable television and other services. Though the authorization will terminate on June 30, 2001, any system actually providing such services to customers as a pilot system prior to that date will be permitted to continue doing so indefinitely. As of the date hereof, however, none of these bills has been enacted, and applicable state and local law do not permit the Jackson Public Utility Department to provide cable television services. See "Legislation and Regulation--State and Local Regulation." Other new technologies, including Internet-based services, may also become competitive with services that the Company may offer.

Many of the Company's potential competitors have substantially greater resources than the Company, and the Company cannot predict the extent to which competition will materialize in its franchise areas from other cable television operators, other distribution systems for delivering video programming and other broadband telecommunications services to the home, or from other potential competitors, or, if such competition materializes, the extent of its effect on the Company. See "Business--Competition" and "Legislation and Regulation."

NON-EXCLUSIVE FRANCHISES; NON-RENEWAL OR TERMINATION OF FRANCHISES

Cable television companies operate under franchises granted by local authorities which are subject to renewal and renegotiation from time to time. The Company's business is dependent upon the retention and renewal of its local franchises. A franchise is generally granted for a fixed term ranging from five to fifteen years, but in many cases is terminable if the franchisee fails to comply with the material provisions thereof. The Company's franchises typically impose conditions relating to the use and operation of the cable television system, including requirements relating to the payment of fees, system bandwidth capacity, customer service requirements, franchise renewal and termination. The Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") prohibits franchising authorities from granting exclusive cable television franchises and from unreasonably refusing to award additional competitive franchises. It also permits municipal authorities to operate cable television systems in their communities without franchises. The Cable Communications Policy Act of 1984 (the "1984 Cable Act" and collectively with the 1992 Cable Act, the "Cable Acts") provides, among other things, for procedural and substantive safeguards for cable operators and creates an orderly franchise renewal process in which renewal of franchise licenses can not be unreasonably withheld or, if renewal is withheld and the franchise authority acquires ownership of the system or effects a transfer of the system to another person, the operator generally is entitled to the "fair market value" for the system covered by such franchise. Although the Company believes that the Systems generally have good relationships with their franchise authorities, no assurances can be given that the Company will be able to retain or renew such franchises or that the terms of any such renewals will be as favorable to the Company as the existing franchises. The non-renewal or termination of franchises relating to a significant portion of the Company's subscribers could have a material adverse effect on the Company's financial condition and results of operations. The Company's future acquisitions will be dependent on its ability to obtain franchise transfer approvals in a timely manner. Each city has some flexibility in determining the terms of a franchise (including franchise fees), and to some extent can impose conditions on such franchise, such as build-out and upgrade requirements. See "Business--Franchises."

FEDERAL LAW AND REGULATION IN THE CABLE TELEVISION INDUSTRY

The cable television industry is subject to extensive regulation by federal, local and, in some instances, state governmental agencies. The Cable Acts, both of which amended the Communications Act of 1934 (as amended, the "Communications Act"), established a national policy to guide the development and regulation of cable television systems. The Communications Act was substantially amended by the Telecommunications Act of 1996 (the "1996 Telecom Act"). Principal responsibility for implementing the policies of the Cable Acts and the 1996 Telecom Act has been allocated between the Federal Communications Commission (the "FCC") and state or local

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

The 1992 Cable Act and the FCC's rules implementing that Act generally have increased the administrative and operational expenses of cable television systems and have resulted in additional regulatory oversight by the FCC and local or state franchise authorities. The Cable Acts and the corresponding FCC regulations have established, among other things: (i) rate regulations; (ii) mandatory carriage and retransmission consent requirements that require a cable system under certain circumstances to carry a local broadcast station or to obtain consent to carry a local or distant broadcast station; (iii) rules for franchise renewals and transfers; and (iv) other requirements covering a variety of operational areas such as technical standards and equal employment opportunity and customer service requirements.

The 1996 Telecom Act deregulates rates for CPSTs after March 31, 1999 for most MSOs and, for certain small cable operators, immediately eliminates rate regulation of CPSTs, and, in certain circumstances, basic services and equipment. Time Warner and its affiliates entered into a "Social Contract" with the FCC which became effective on January 1, 1996. Under the Social Contract, which terminates December 31, 2000, Time Warner is permitted to make the same rate adjustments on CPSTs which operators are permitted to make under the FCC's rules for "external costs," including programming and franchise-related costs and inflation, except that Time Warner may not adjust rates for channel additions to the CPSTs pursuant to the FCC's rules, nor may it use cost of service showings to adjust rates. In addition, Time Warner is permitted to increase monthly CPST rates by an additional $1.00 per year above other permissible increases in return for certain upgrade commitments through the contract term. See "Regulation and Legislation--The Social Contract." The FCC is conducting various rulemakings and reconsidering other regulations adopted pursuant to the 1996 Telecom Act. The Company is currently unable to predict the ultimate effect of the 1992 Cable Act or the 1996 Telecom Act, the ultimate outcome of the various FCC rulemaking proceedings, or the litigation challenging various aspects of this federal legislation and the FCC's regulations implementing the legislation. In addition, the FCC and Congress continue to be concerned that rates for regulated services are rising at a rate exceeding inflation. Recently a bill was introduced in Congress which would repeal the deregulation of CPST's now scheduled to be effective after March 31, 1999. See "Regulation and Legislation."

A bill, which was pending in the 1997 term of the Louisiana legislature and which provided for the certification and regulation of cable television systems by the Louisiana Public Service Commission ("PUC"), was not re-introduced in the 1998 term. The bill, if adopted, among other provisions, would have: (i) allowed the PUC to void, order new rates or reduce rates found to be discriminatory or necessary to reflect adequate service; (ii) required that all cable television systems commencing or expanding service be franchised conditioned upon confirmation by the PUC; and (iii) provided the PUC with the authority to order construction, operation, or an extension of cable service on such terms and conditions as it deems reasonable where cable service has been unreasonably delayed or withheld. During its 1997-1998 term, the Tennessee legislature considered a bill which would permit municipalities operating electric utility plants and electric cooperatives authorization to provide cable television and other services. The Company cannot predict whether any of the states in which it currently operates will engage in such regulation in the future.

RISKS RELATING TO ACQUISITION STRATEGY

A significant element of the Company's business strategy is to expand by acquiring cable television systems located in reasonable proximity to existing systems or of a sufficient size to enable the acquired system to serve as the basis for a new local cluster. Any acquisition may have an adverse effect upon the Company's operating results or cash flow. There is substantial competition for attractive acquisition candidates. There can be no assurances that the Company will be able to acquire suitable acquisition candidates on favorable terms or that it will be able to integrate successfully any acquired business with its existing operations or realize any efficiencies therefrom. There can also be no assurances that any such acquisition, if consummated, will perform as expected. In connection with such acquisitions, the Company may have to upgrade a significant portion of the cable television systems it acquires to, among other things, increase bandwidth and channel capacity. The Company's inability to upgrade these

systems could have a material adverse effect on its operations and competitive position. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources" and "Business."

The Company will be required to seek additional financing to fund acquisitions of additional cable television systems and any capital expenditures required to upgrade such systems. There can be no assurance that such financing will be available on terms acceptable to the Company or at all. Sources of additional financing may include commercial bank borrowings, vendor financing or the private or public sale of equity or debt securities.

ABILITY TO MANAGE GROWTH

The Company's future performance will depend, in part, upon its ability to successfully implement its acquisition strategy, evaluate markets, secure financing, effect transfers of pole attachment agreements and obtain any required governmental authorizations, all in a timely manner, at reasonable costs and on satisfactory terms and conditions. Rapid growth may place a significant strain on the Company's management. The Company's success will also depend in part upon its ability to hire and retain qualified sales, marketing, administrative, operating and technical personnel. There can be no assurance that the Company will be able to recruit, train, manage and retain sufficient qualified personnel. In addition, as the Company increases its service offerings and expands its targeted markets, there will be additional demands on customer support, sales and marketing, administrative resources and network infrastructure. The Company's inability to effectively manage its growth could have a material adverse effect on the Company's business, results of operations and financial condition.

RAPID TECHNOLOGICAL ADVANCEMENTS

The cable television business is characterized by rapid technological change and the introduction of new products and services. There can be no assurance that the Company will be able to fund the capital expenditures necessary to keep pace with technological developments or that the Company will successfully anticipate the demand of its subscribers for products or services requiring new technology. The Company's inability to provide enhanced services in a timely manner or to anticipate the demands of the marketplace could have a material adverse effect on the Company's business, results of operations and financial condition. See "Business--Competition."

In addition, the Company's introduction of new technologies or services is subject to uncertainties regarding subscriber demand, future competition, appropriate pricing, and the costs and timing with respect to marketing and sales efforts. There can be no assurances as to the effect of such technological changes on the Company's business, results of operations and financial condition or that the Company will not be required to expend substantial financial resources to implement new technologies, that capital expenditures for new technologies or services will approximate Management's expectations, or that sufficient demand exists to recoup such expenditures.

DEPENDENCE ON KEY PERSONNEL

The Company is managed by a small number of key executive officers, including the Management Investors. The loss of services of one or more of these key individuals could materially and adversely affect the business of the Company and its prospects. The Company believes that its success will depend in large part on its ability to attract and retain highly skilled and qualified personnel. All of the Management Investors have employment and related agreements upon consummation of the Transactions. Pursuant to these agreements, the Management Investors may own or manage other cable television systems after 2001. The competing claims upon the Management Investors' time and energies could divert their attention from the affairs of the Company. The Company does not maintain key person life insurance for any of its executive officers.

DEPENDENCE ON BILLING, ACCOUNTING AND INFORMATION SYSTEMS

The Company relies on CSG Systems International Inc. ("CSG") for the provision of its billing and subscriber management information systems. As there are only a limited number of companies providing these services, the loss of CSG's services would have a material adverse effect on the Company. While the Company believes CSG will resolve its Year 2000 concerns prior to 1999, there can be no assurance that the systems of companies on which the Company's Systems and operations rely, including CSG, will be converted on a timely basis and will not have a material adverse effect on the Company.

CONTROL BY THE MORGAN STANLEY ENTITIES; CONFLICTS OF INTEREST

The Morgan Stanley Entities, each of which is an affiliate of Morgan Stanley, beneficially own 87.6% and Time Warner beneficially owns 8.8% of the outstanding equity of Holdings. The Guarantor, the Obligors and Renaissance Media are directly or indirectly wholly owned by Holdings. Currently, three of the seven members of the Board of Representatives of Holdings are Managing Directors of Morgan Stanley. The Morgan Stanley Entities and the Management Investors each have the right to appoint three Representatives (only one of whom shall have the right to vote) to the Board of Holdings. Time Warner has the right to appoint one Representative to the Board of Holdings. Representatives who have the right to vote shall have the right to cast votes which are proportional to the respective equity ownership interests in Holdings of the entities which appointed them. See "Management" and "Certain Relationships and Related Transactions."

As a result of their ownership interest in Holdings, the Morgan Stanley Entities control the management policies of the Company and matters requiring securityholder approval. See "Principal Securityholders." Certain decisions concerning the operations or financial structure of the Company may present conflicts of interest between the Morgan Stanley Entities and the holders of the Notes. For example, if the Company encounters financial difficulties or is unable to pay its debts as they mature, the interests of the Morgan Stanley Entities may conflict with those of the holders of Notes. In addition, the Morgan Stanley Entities may have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, could enhance their equity investment in the Company, even though such transactions might involve increased risk to the holders of the Notes.

The employment and related agreements of the Management Investors permit the Management Investors to own or manage other cable television systems after 2001, although the Management Investors are obligated to first offer acquisition opportunities to the Morgan Stanley Entities. In the event that the Management Investors acquire or manage other cable television systems, the competing claims on their time and energy could divert their attention from the affairs of the Company.

Time Warner and its affiliates currently operate cable television systems and have significant investments in such systems. Time Warner has invested in the past, and may invest in the future, in other entities engaged in the operation of cable television systems or in related businesses (including entities engaged in business in areas in which the Company operates). As a result, Time Warner or its affiliates may compete with the Company for acquisition targets. Time Warner has, and may develop, relationships with businesses that are or may be competitive with the Company. Conflicts may also arise in the negotiation or enforcement of arrangements entered into by the Company and Time Warner or entities in which Time Warner has an interest. In addition, Time Warner has no obligation to bring to the Company any investment or business opportunities of which it becomes aware, even if such opportunities are within the scope and objectives of the Company.

MSSF, an affiliate of the Placement Agent and the Morgan Stanley Entities, is the syndication agent and arranger under the Senior Credit Facility. In connection with such services, MSSF will receive customary fees and be reimbursed for expenses.

ABSENCE OF PUBLIC MARKET; RESTRICTIONS ON RESALES

There presently is no active trading market for the Notes and none may develop. If the Notes are traded after their initial issuance, they may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar securities, the financial condition and prospects of the Obligors and the Guarantor and other factors beyond the control of the Obligors and the Guarantor, including general economic conditions. Although Morgan Stanley has informed the Company that it currently intends to make a market in the Old Notes and the New Notes, Morgan Stanley is not obligated to do so and any market-making may be discontinued at any time without notice, at its sole discretion. Accordingly, there can be no assurance as to the development or liquidity of any market for the Notes. If Morgan Stanley conducts any market-making

activities, it may be required to deliver a "market-making prospectus" when effecting offers and sales in the New Notes because of the beneficial ownership in the equity of Holdings by the Morgan Stanley Entities. For so long as a market-making prospectus is required to be delivered, the ability of Morgan Stanley to make a market in the New Notes may, in part, be dependent on the ability of the Guarantor and the Obligors to maintain a current market-making prospectus. See "Transfer Restrictions."

The Old Notes have not been registered under the Securities Act and were offered in reliance upon exemptions from registration under the Securities Act and applicable state securities laws. Therefore, the Old Notes may be transferred or resold only in a transaction registered under or exempt from the Securities Act and applicable state securities laws. Pursuant to the Registration Rights Agreement, the Guarantor and each Obligor have agreed to file a registration statement relating to the Exchange Offer with the Commission and to use their best efforts to cause such registration statement to become effective with respect to the New Notes. If issued, the New Notes generally will be permitted to be resold or otherwise transferred by each holder without the requirement of further registration. The New Notes, however, will also constitute a new issue of securities with no established trading market. No assurance can be given as to the liquidity of the trading market for the New Notes or, in the case of non-exchanging holders of Old Notes, the trading market for the Old Notes following the Exchange Offer. Holders who do not participate in the Exchange Offer may thereafter hold a less liquid security. See "Description of Notes--Registration Rights."

ORIGINAL ISSUE DISCOUNT CONSEQUENCES OF THE NOTES

The Old Notes were issued at a substantial discount from their principal amount at maturity. Consequently, the purchasers of the Notes generally will be required to include amounts in gross income for federal income tax purposes in advance of receipt of the cash payments to which such income is attributable. See "Certain United States Federal Income Tax Consequences" for a more detailed discussion of the U.S. federal income tax consequences to the holders of the Notes of the purchase, ownership and disposition of the Notes.

If a bankruptcy case is commenced by or against the Guarantor or the Obligors under the U.S. Bankruptcy Code after the issuance of the Notes, the claim of a holder of Notes with respect to the principal amount thereof may be limited to an amount equal to the sum of (i) the initial public offering price, and (ii) that portion of the original issue discount that is not deemed to constitute "unmatured interest" for purposes of the U.S. Bankruptcy Code. Any original issue discount that was not amortized as of any such bankruptcy filing would constitute "unmatured interest."

CONSEQUENCES OF EXCHANGING OR FAILURE TO FOLLOW EXCHANGE OFFER PROCEDURES

Based on an interpretation by the staff of the Commission set forth in no-action letters issued to third parties (including Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1989); Morgan Stanley & Co. Inc., SEC No-Action Letter (June 5, 1991); and Shearman & Sterling, SEC No-Action Letter (July 2, 1993)), the Obligors believe that New Notes issued pursuant to the Exchange Offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any holder of such New Notes (other than any such holder which is an "affiliate" of any Obligor within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery requirements of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business and that such holder does not intend to participate and has no arrangement or understanding with any person to participate in the distribution of such New Notes. Any Participating Broker-Dealer that acquired Old Notes for its own account as a result of market-making activities or other trading activities may be a statutory underwriter. Each Participating Broker-Dealer that receives New Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a Participating Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a Participating Broker-Dealer in connection with resales of New Notes received in exchange for Old Notes where such Old Notes were acquired by such Participating

Broker-Dealer as a result of market-making activities or other trading activities. The Obligors have agreed that, for a period of 180 days after the Expiration Date, they will make this Prospectus available to any Participating Broker-Dealer for use in connection with any such resale (provided that the Obligors receive a reasonable request therefor from such Participating Broker-Dealer of its status as a Participating Broker-Dealer). See "Plan of Distribution."

Any holder who tenders in the Exchange Offer with the intention to participate, or for the purpose of participating, in a distribution of the New Notes could not rely on the position of the staff of the Commission enunciated in no-action letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Failure to comply with such requirements in such instance may result in such holder incurring liability under the Securities Act for which the holder is not indemnified by the Obligors.

To comply with the securities laws of certain jurisdictions, it may be necessary to qualify for sale or register the New Notes prior to offering or selling such New Notes. Upon consummation of the Exchange Offer, holders that were not prohibited from participating in the Exchange Offer and did not tender their Old Notes will not have any registration rights under the Registration Rights Agreement with respect to such nontendered Old Notes, and accordingly, such Old Notes will continue to be subject to the restrictions on transfer contained in the legend thereon. In general, Old Notes may not be offered or sold, unless registered under the Securities Act and applicable state securities laws. See "The Exchange Offer--Consequences of Failure to Exchange."

Issuance of the New Notes in exchange for the Old Notes pursuant to the Exchange Offer will be made only after a timely receipt by the Obligors of such Old Notes, a properly completed and duly executed Letter of Transmittal and all other required documents. Therefore, holders of the Old Notes desiring to tender such Old Notes in exchange for New Notes should allow sufficient time to ensure timely delivery. The Obligors are under no duty to give notification of defects or irregularities with respect to the tenders of Old Notes for exchange. Old Notes that are not tendered or are tendered but not accepted will, following the consummation of the Exchange Offer, continue to be subject to the existing restrictions upon transfer thereof, and, upon consummation of the Exchange Offer, certain registration rights with respect to the Old Notes under the Registration Rights Agreement will terminate. In addition, any holder of Old Notes who tenders in the Exchange Offer for the purpose of participating in a distribution of the New Notes may be deemed to have received restricted securities, and if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Each broker-dealer that receives New Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. See "Plan of Distribution." To the extent that Old Notes are tendered and accepted in the Exchange Offer, the trading market for untendered and tendered but unaccepted Old Notes could be adversely affected. See "The Exchange Offer."

FORWARD LOOKING STATEMENTS

This Prospectus contains forward-looking statements which can be identified by terminology such as "believes," "anticipates," "intends," "expects" and words of similar import. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, events or developments to be materially different from any future results, events or developments expressed or implied by such forward-looking statements. Such factors include, among others, the following: general economic and business conditions, both nationally and in the regions in which the Company operates; technology changes; competition; changes in business strategy or development plans; the high leverage of the Company; the ability to attract and retain qualified personnel; existing governmental regulations and changes in, or the failure to comply with, governmental regulations; liability and other claims asserted against the Company; and other factors referenced in this Prospectus, including, without limitation, under the captions "Summary," "Risk Factors,"

"Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business." GIVEN THESE UNCERTAINTIES, PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS. The Company disclaims any obligation to update any such factors or to publicly announce the result of any revisions to any of the forward-looking statements contained herein to reflect future results, events or developments.

USE OF PROCEEDS

This Exchange Offer is intended to satisfy certain of the Obligors' obligations under the Placement Agreement and the Registration Rights Agreement. The Obligors will not receive any cash proceeds from the issuance of the New Notes offered hereby. In consideration for issuing the New Notes contemplated in this Prospectus, the Obligors will receive Old Notes in like original Principal Amount at Maturity, the form and terms of which are the same as the form and terms of the New Notes (which replace the Old Notes), except as otherwise described herein.

The net proceeds to the Obligors from the Offering of the Old Notes were approximately $95.3 million, after deducting the estimated underwriting discounts and commissions and other Offering expenses payable by the Obligors. The Obligors used the net proceeds from the Offering of the Old Notes, together with the Equity Contributions and borrowings under the Term Loans, to consummate the Acquisition and to pay certain fees and expenses in connection with the Transactions. The cash purchase price for the Systems was approximately $300.0 million. Time Warner received a $9.5 million equity ownership interest in Holdings in connection with the consummation of the Transactions. See "The Company."

The sources and uses of funds for the Transactions were as follows:

SOURCES OF FUNDS	AMOUNT (IN MILLIONS)
Old Notes	$100.0
Equity Contributions(1)	99.0
Borrowings under the Term Loans	110.0
Working Capital Adjustments(2)	1.0
Total Sources of Funds	$310.0

USES OF FUNDS	AMOUNT (IN MILLIONS)
Cash purchase price for the Systems(1)	$300.0
Estimated transaction fees and expenses	10.0
Total Uses of Funds	$310.0

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(1) Does not include the portion of the purchase price that was paid to Time Warner as a $9.5 million equity ownership interest in Holdings.
(2) Working Capital Adjustments consists of certain net liabilities of the Systems assumed by the Company at the time the Acquisition was consummated.

The Offering of the Old Notes was conditioned on the consummation of the Acquisition, which was dependent, among other things, upon the consummation of the Senior Credit Facility. See "Description of Certain Indebtedness."

CAPITALIZATION

The following table sets forth the combined capitalization of the Systems and Holdings and Renaissance Media as of December 31, 1997 and March 31, 1998, and the pro forma capitalization of the Company as of December 31, 1997 and March 31, 1998 as adjusted to give effect to the Transactions. This table should be read in conjunction with "Selected and Other Financial Data," "Pro Forma Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the financial statements and the notes thereto included elsewhere in this Prospectus.

	AS OF DECEMBER 31, 1997			AS OF MARCH 31, 1998		
	SYSTEMS HISTORICAL	HOLDINGS AND RENAISSANCE MEDIA COMBINED HISTORICAL	PRO FORMA (1)	SYSTEMS HISTORICAL	HOLDINGS AND RENAISSANCE MEDIA CONSOLIDATED HISTORICAL	PRO FORMA (1)
	(IN THOUSANDS)					
Long-term debt:						
Senior Credit Facility (2)	$ --	$ --	$110,000	$ --	$ --	$110,000
Notes offered hereby, at initial accreted value	--	--	100,012	--	--	100,012
Total long-term debt	--	--	210,012	--	--	210,012
Equity:						
Total net assets/equity	224,546	15,037	108,537(3)	222,008	15,114	108,614(3)
Total capitalization	$224,546	$15,037	$318,549	$222,008	$15,114	$318,626

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(1) See "Pro Forma Financial Data."
(2) Does not reflect the $40.0 million of financing available under the Revolver. See "Description of Certain Indebtedness."
(3) Consists in part of the Equity Contributions to Holdings which were contributed to the Company as equity.

SELECTED FINANCIAL AND OTHER DATA

The selected financial and other data set forth below were derived from the combined financial statements of the Systems acquired in the Acquisition. The financial data for the Systems as of December 31, 1996 and 1997 and for the years ended December 31, 1995, 1996 and 1997 were derived from the combined financial statements of the Systems which have been audited by Ernst & Young LLP, independent auditors. The financial data for the Systems as of December 31, 1993, 1994, 1995 and March 31, 1997 and 1998 and for the years ended December 31, 1993 and 1994 and the three months ended March 31, 1997 and 1998 were derived from unaudited combined financial statements of the Systems which, in the opinion of management, include all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the results of operations and financial condition of the Systems for such periods. The selected financial and other data set forth below should be read in conjunction with, and are qualified in their entirety by, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and notes thereto include elsewhere in this Prospectus.

	YEAR ENDED DECEMBER 31,					THREE MONTHS ENDED MARCH 31,	
	1993	1994	1995	1996	1997	1997	1998
	(DOLLARS IN THOUSANDS, EXCEPT PER SUBSCRIBER DATA)						
	(PREDECESSOR) (1)			(INCLUDED IN TWI CABLE, INC.)		(INCLUDED IN TWI CABLE, INC.)	
STATEMENT OF OPERATIONS DATA:							
Revenues (2)	$ 38,125	$ 40,168	$ 43,549	$ 47,327	$ 50,987	$ 12,446	$ 13,973
System operating expenses (2) (3)	17,618	18,656	20,787	22,626	23,142	5,778	6,013
Non-system operating expenses (4)	765	2,032	2,200	2,733	2,782	695	703
Depreciation, amortization and loss (gain) on disposal of fixed assets	16,305	16,583	17,610	18,116	19,317	4,672	4,611
Operating income	3,437	2,897	2,952	3,852	5,746	1,301	2,646
Interest expense	(12,058)	(11,603)	(11,871)	--	--	--	--
Income tax benefit (expense)	3,449	3,482	3,567	(1,502)	(2,262)	(659)	(1,191)
Net (loss) income	$ (5,172)	$ (5,224)	$ (5,352)	$ 2,350	$ 3,484	$ 642	$ 1,455
OTHER FINANCIAL DATA:							
Net cash provided by operations	N.A.	N.A.	$ 7,523	$ 23,088	$ 23,604	$ 4,787	$ 6,021
EBITDA (5)	$ 19,742	$ 19,480	20,562	21,968	25,063	5,973	7,257
System cash flow (6)	20,507	21,512	22,762	24,701	27,845	6,668	7,960
Capital expenditures	7,777	9,152	7,376	8,170	6,390	1,561	456
EBITDA margin (2)	51.8%	48.5%	47.2%	46.4%	49.2%	48.0%	51.9%
Ratio of earnings to fixed charges (7)	--	--	--	--	--	--	--
OTHER DATA:							
Homes passed (at period end) (8)	141,402	143,248	145,148	175,522	178,449	176,617	179,402
Basic subscribers (at period end)	109,026	115,075	120,340	123,203	126,558	125,016	127,191
Basic penetration (at period end) (8)	77.1%	80.3%	82.9%	70.2%	70.9%	70.8%	70.9%
Premium units (at period end)	56,764	62,434	60,462	64,716	64,963	63,890	61,053
Premium penetration (at period end)	52.1%	54.3%	50.2%	52.5%	51.3%	51.1%	48.0%
Average monthly revenue per basic subscriber (9)	$ 29.78	$ 29.87	$ 30.83	$ 32.39	$ 34.02	$ 33.43	$ 36.71
Annual EBITDA per basic subscriber (10)	185.03	173.85	174.69	180.40	200.70	192.51	228.79
Annual system cash flow per basic subscriber (11)	192.20	191.98	193.38	202.85	222.97	214.91	250.96
Annual capital expenditures per basic subscriber (12)	72.89	81.68	62.66	67.09	51.17	50.31	14.38
BALANCE SHEET DATA (AT PERIOD END):							
Cash and cash equivalents	$ 322	$ 419	$ 566	$ 570	$ 1,371	N.A.	$ 2,943
Property, plant and equipment, net	32,297	34,739	34,426	36,966	36,944	N.A.	35,994
Total assets	148,405	142,316	132,905	300,049	288,914	N.A.	286,971
Total debt	133,520	130,068	128,328	--	--	N.A.	--
Net (liabilities) assets	(43,716)	(48,939)	(54,292)	237,475	224,546	N.A.	222,008

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(1) Prior to January 4, 1996, the Systems were owned by certain subsidiaries of CVI.

(2) Prior to 1997, franchise fees were included in both revenues and expenses. In 1997, the Systems began itemizing franchise fees on subscriber billing invoices and recorded such fees as an offset to system operating expenses. Had the itemization process occurred prior to 1997, the estimated amount of franchise fees that would have been reflected as an offset to System operating expenses and not included in revenues in 1993, 1994, 1995 and 1996 would have been approximately $1.0 million, $1.3 million, $1.4 million and $1.5 million, respectively. The effect of this change on EBITDA margin would have resulted in EBITDA margins of 53.0%, 50.1%, 48.9% and 48.0% for the years 1993, 1994, 1995 and 1996, respectively.

(3) Represents all system operating expenses and excludes management fees and corporate overhead.

(4) Represents management fees and corporate overhead.

(5) EBITDA represents income before interest, income taxes and depreciation, amortization and loss (gain) on disposal of fixed assets. EBITDA is not intended to represent cash flow from operations or net (loss) income as defined by generally accepted accounting principles and should not be considered as a measure of liquidity or an alternative to, or more meaningful than, operating income or operating cash flow as an indication of the Company's operating performance. Moreover, EBITDA is not a standardized measure and may be calculated in a number of ways. Accordingly, the EBITDA information provided may not be comparable to other similarly titled measures provided by other companies. EBITDA is included herein because management believes that certain investors find it a useful tool for measuring the Company's ability to service its indebtedness.

(6) Represents EBITDA before non-system operating expenses. System cash flow should not be considered as a measure of liquidity or an alternative to, or more meaningful than, operating cash flow as defined by generally accepted accounting principles.

(7) For purposes of this calculation, "earnings" is defined as earnings before fixed charges. Fixed charges consist of interest expense, amortization of deferred financing costs, income taxes and the portion of rent expense under operating leases representative of interest. For the years ended December 31, 1993, 1994 and 1995, the Systems' earnings before fixed charges were insufficient to cover their fixed charges by $8.7 million, $9.0 million and $9.1 million, respectively. For the years ended December 31, 1996 and 1997, the Systems did not have indebtedness and a ratio of earnings to fixed charges would not be meaningful.

(8) Based on a homes passed audit conducted in 1996 which showed an increase in homes passed of approximately 27,000 homes, the homes passed may be understated in 1993, 1994 and 1995 and basic penetration may be overstated for such periods.

(9) Reflects revenues for the applicable period divided by the average number of basic subscribers for the applicable period divided by the number of months in the applicable period.

(10) Reflects EBITDA for the applicable period divided by the average number of basic subscribers for the applicable period. For purposes of this calculation, EBITDA was annualized for the three-month period ended March 31, 1998 and 1997.

(11) Reflects system cash flow for the applicable period divided by the average number of basic subscribers for the applicable period. For purposes of this calculation, cash flow was annualized for the three-month period ended March 31, 1998 and 1997.

(12) Reflects capital expenditures for the applicable period divided by the average number of basic subscribers for the applicable period. For purposes of this calculation, capital expenditures were annualized for the three-month period ended March 31, 1998 and 1997.

PRO FORMA FINANCIAL DATA

Holdings and Renaissance Media were formed in November 1997. The Obligors and the Guarantor were formed in 1998. The following unaudited Pro Forma Combined (as of and for the year ended December 31, 1997) and Consolidated (as of and for the three months ended March 31, 1998) Financial Statements have been prepared to give effect to the formation of the Obligors and the Guarantor and to the Transactions, including the Offering.

The pro forma adjustments are based upon available information and certain assumptions that the Company believes are reasonable under the circumstances. Pro forma adjustments are applied to the historical financial statements of the Systems to account for the Acquisition under the purchase method of accounting. Under purchase accounting, the total purchase price for the Acquisition will be allocated to the Systems' assets and liabilities based on their relative fair values. Allocations are subject to valuations as of the date of the Acquisition based on appraisals and other studies which are not yet completed. Accordingly, the final allocations may be different from the amounts reflected herein.

The unaudited pro forma combined and consolidated statement of operations, for the year ended December 31, 1997 and the three months ended March 31, 1998, respectively, gives effect to the Transactions as if they had occurred as of January 1, 1997 and 1998. The unaudited pro forma combined balance sheet as of December 31, 1997 and the unaudited pro forma consolidated balance sheet as of March 31, 1998 have been prepared as if the Transactions were consummated as of such dates. The pro forma financial statements are provided for informational purposes only and do not purport to be indicative of the results which would have actually been obtained had the Transactions been completed on the dates indicated or which may be expected to occur in the future. The pro forma financial statements should be read in conjunction with "Selected Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and notes thereto included elsewhere in this Prospectus.

RENAISSANCE MEDIA GROUP LLC

UNAUDITED PRO FORMA COMBINED BALANCE SHEET
DECEMBER 31, 1997
(IN THOUSANDS)

	SYSTEMS HISTORICAL	HOLDINGS AND RENAISSANCE MEDIA COMBINED HISTORICAL	ADJUSTMENTS	PRO FORMA
ASSETS				
Cash and cash equivalents	$ 1,371	$ 903	$ 1,000 (1) 59 (2) (1,371)(3)	$ 1,962
Escrow deposit--Asset Purchase Agreement	--	15,059	(15,059)(2)	--
Receivables, net	1,120	--	(544)(1)	576
Prepaid expenses and other assets	183	5	269 (1)	457
Property, plant and equipment, net	36,944	--	28,272 (4)	65,216
Cable television franchises, net	198,913	--	36,763 (4) 2,000 (5)	237,676
Goodwill and other intangibles, net	50,383	1,036	7,012 (5) (41,775)(4)	16,656
Total assets	$288,914	$17,003	$ 16,626	$322,543
LIABILITIES AND NET ASSETS/MEMBERS' EQUITY				
Due to Management Investors	$ --	$ 1,000	$ (1,000)(6)	$ --
Accounts payable	652	--	(652)(3)	--
Accrued programming expenses	904	--	(904)(3)	--
Accrued franchise fees	835	--	(218)(1)	617
Subscriber advance payments and deposits	407	--	186 (1)	593
Deferred income taxes	60,601	--	(60,601)(3)	--
Other liabilities	969	966	(151)(1) 1,000 (5)	2,784
Senior Credit Facility	--	--	110,000 (7)	110,000
Notes, at initial accreted value	--	--	100,012 (8)	100,012
Total liabilities	64,368	1,966	147,672	214,006
Total net assets	224,546	--	(224,546)(3)	--
Total members' equity	--	15,037	93,500 (6)	108,537
Total liabilities and net assets/members' equity	$288,914	$17,003	$ 16,626	$322,543

See accompanying notes to pro forma combined balance sheet.

RENAISSANCE MEDIA GROUP LLC

NOTES TO UNAUDITED PRO FORMA COMBINED BALANCE SHEET
DECEMBER 31, 1997
(IN THOUSANDS)

The unaudited pro forma combined balance sheet gives effect to the following pro forma adjustments. The approximate sources and uses of funds for the Transactions (excluding the issuance of equity to Time Warner) are as follows:

SOURCES OF FUNDS	
Gross proceeds of the Notes	$100,012
Borrowings under the Term Loans	110,000
Cash Equity Contributions	99,000
Working Capital Adjustment	1,000
Total cash sources	$310,012
USE OF FUNDS	
Cash purchase price for the Systems	$300,000
Estimated transaction fees	10,012
Total cash uses	$310,012

(1) Pursuant to the Asset Purchase Agreement, the Company is required to assume certain working capital items, including accounts receivable, prepaid expenses and certain accrued liabilities. At December 31, 1997, the net effect of these working capital items (as of the Closing Date) was a net liability of $1,000, which would have resulted in a cash payment from Time Warner of $1,000, computed as follows:

Accounts receivable	$ 576
Prepaid expenses/other assets	452
Total assets	1,028
Accrued franchise fees	617
Subscriber advanced payments and deposits	593
Other accrued liabilities	818
Total liabilities	2,028
Net liabilities	$1,000

(2) Represents payment of the $15,000 escrow deposit to Time Warner under the Asset Purchase Agreement and the payment of the $59 accrued interest on the escrow deposit to Renaissance Media.

(3) Pursuant to the Asset Purchase Agreement, no assets or liabilities other than those reflected in footnote (1) above will be assumed by Renaissance Media. Pursuant to the Asset Purchase Agreement, Renaissance Media is indemnified for non-assumed liabilities.

(4) To allocate the purchase price to the assets acquired as follows:

Estimated purchase price	$309,500
Historical net book value as of December 31, 1997 of:	
Property, plant and equipment	$ 36,944
Cable television franchises	198,913
Goodwill and other intangibles	50,383
	$286,240
Estimated write up (down) of:	
Property, plant and equipment	$ 28,272
Cable television franchises	36,763
Goodwill and other intangibles	(41,775)
	$309,500

The estimated purchase price does not include the working capital adjustment described in Note (1) or the expenses of the Transactions estimated at $10,012 described in Note (5).

(5) Represents the debt issuance costs associated with the issuance of the Notes, the Senior Credit Facility and the other fees and expenses related to the Transactions.

(6) Represents the balance of Equity Contributions, including the equity ownership interest to be issued to Time Warner in the Acquisition, and the conversion of the advances from the Management Investors to equity.

(7) Represents borrowings under the Term Loans.

(8) Represents the issuance of $100,012 initial accreted value of the Notes.

RENAISSANCE MEDIA GROUP LLC

UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET
MARCH 31, 1998
(IN THOUSANDS)

	SYSTEMS HISTORICAL	HOLDINGS AND RENAISSANCE MEDIA COMBINED HISTORICAL	ADJUSTMENTS	PRO FORMA
ASSETS				
Cash and cash equivalents	$ 2,943	$ 746	$ 1,000 (1) 243 (2) (2,943)(3)	$ 1,989
Escrow deposit--Asset Purchase Agreement	--	15,243	(15,243)(2)	--
Receivables, net	1,502	--	(926)(1)	576
Prepaid expenses and other assets	327	13	125 (1)	465
Property, plant and equipment, net	35,994	55	29,222 (4)	65,271
Cable television franchises, net	196,153	--	39,523 (4) 2,000 (5)	237,676
Goodwill and other intangibles, net	50,052	2,626	(41,444)(4) 5,423 (5)	16,657
Total assets	$286,971	$18,683	$ 16,980	$322,634
LIABILITIES AND NET ASSETS/MEMBERS' EQUITY				
Due to Management Investors	$ --	$ 1,000	$ (1,000)(6)	$ --
Accounts payable	63	3	(63)(3)	3
Accrued programming expenses	978	--	(978)(3)	--
Accrued franchise fees	564	--	52 (1)	616
Subscriber advance payments and deposits	458	--	135 (1)	593
Deferred income taxes	61,792	--	(61,792)(3)	--
Other liabilities	1,108	2,566	(290)(1) (588)(5)	2,796
Senior Credit Facility	--	--	110,000 (7)	110,000
Notes, at initial accreted value	--	--	100,012 (8)	100,012
Total liabilities	64,963	3,569	145,488	214,020
Total net assets	222,008	--	(222,008)(3)	--
Total members' equity	--	15,114	93,500 (6)	108,614
Total liabilities and net assets/members' equity	$286,971	$18,683	$ 16,980	$322,634

See accompanying notes to pro forma combined balance sheet.

RENAISSANCE MEDIA GROUP LLC

NOTES TO UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET
MARCH 31, 1998
(IN THOUSANDS)

The unaudited pro forma combined balance sheet gives effect to the following pro forma adjustments. The approximate sources and uses of funds for the Transactions (excluding the issuance of equity to Time Warner) are as follows:

SOURCES OF FUNDS	
Gross proceeds of the Notes	$100,012
Borrowings under the Term Loans	110,000
Cash Equity Contributions	99,000
Working Capital Adjustments	1,000
Total cash sources	$310,012
USE OF FUNDS	
Cash purchase price for the Systems	$300,000
Estimated transaction fees	10,012
Total cash uses	$310,012

(1) Pursuant to the Asset Purchase Agreement, the Company is required to assume certain working capital items, including accounts receivable, prepaid expenses and certain accrued liabilities. The net effect of these working capital items as of the closing date was a net liability of $1,000, which would have resulted in a cash payment from Time Warner of $1,000, computed as follows:

Accounts receivable	$ 576
Prepaid expenses/other assets	452
Total assets	1,028
Accrued franchise fees	617
Subscriber advanced payments and deposits	593
Other accrued liabilites	818
Total liabilities	2,028
Net liabilities	$1,000

(2) Represents payment of the $15,000 escrow deposit to Time Warner under the Asset Purchase Agreement and the payment of the $243 accrued interest on the escrow deposit to Renaissance Media.

(3) Pursuant to the Asset Purchase Agreement, no assets or liabilities other than those reflected in footnote (1) above will be assumed by Renaissance Media. Pursuant to the Asset Purchase Agreement, Renaissance Media is indemnified for non-assumed liabilities.

(4) To allocate the purchase price to the assets acquired as follows:

Estimated purchase price	$309,500
Historical net book value as of March 31, 1998 of:	
Property, plant and equipment	$ 35,994
Cable television franchises	196,153
Goodwill and other intangibles	50,052
	$282,199
Estimated write up (down) of:	
Property, plant and equipment	$ 29,222
Cable television franchises	39,523
Goodwill and other intangibles	(41,444)
	$309,500

The estimated purchase price does not include the working capital adjustment described in Note (1) or the expenses of the Transactions estimated at $10,012 described in Note (5).

(5) Represents the debt issuance costs associated with the issuance of the Notes, the Senior Credit Facility and the other fees and expenses related to the Transactions.

(6) Represents the balance of Equity Contributions, including the equity ownership interest to be issued to Time Warner in the Acquisition, and the conversion of the advances from the Management Investors to equity.

(7) Represents borrowings under the Term Loans.

(8) Represents the issuance of $100,012 initial accreted value of the Notes.

RENAISSANCE MEDIA GROUP LLC

UNAUDITED PRO FORMA COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 1997
(IN THOUSANDS)

	SYSTEMS HISTORICAL	HOLDINGS AND RENAISSANCE MEDIA HISTORICAL	ADJUSTMENTS	PRO FORMA
Revenues	$50,987	$ 65	$ (65)(1)	$ 50,987
Costs and expenses:				
System operating expenses	23,142	25	990 (2)	24,157
Non-System operating expenses	2,782	--	--	2,782
Depreciation, amortization and loss (gain) on disposal of fixed assets	19,317	--	1,031 (3) 6,335 (4)	26,683
Total costs and expenses	45,241	25	8,356	53,622
Operating income (loss)	5,746	40	(8,421)	(2,635)
Interest expense, net	--	4	19,178 (5) (65)(1)	19,117
Income (loss) before income taxes	5,746	36	(27,534)	(21,752)
Income tax expense	2,262	--	(2,262)(6)	--
Net income (loss)	$ 3,484	$ 36	$(25,272)	$(21,752)

See accompanying notes to pro forma combined statement of operations.

RENAISSANCE MEDIA GROUP LLC

NOTES TO UNAUDITED PRO FORMA COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 1997
(IN THOUSANDS)

The unaudited pro forma combined statement of operations gives effect to the following pro forma adjustments:

(1) Reflects the reclassification of Renaissance Media's interest income from revenues to interest expense, net.

(2) Reflects the estimated additional programming expenses, which would have been incurred if the Systems had been operating under the program management agreement with Time Warner.

(3) Represents the amortization of debt issuance costs and organization costs over periods ranging from five to ten years.

(4) Represents the depreciation and amortization of the write up (down) of property, plant and equipment, franchise assets and goodwill arising from the allocation of the purchase price to the Systems' assets under the purchase method of accounting. Pro forma depreciation amounts have been computed based on an estimate of the composite useful life of such assets (approximately 11 years). Pro forma amortization amounts have been computed based on an estimate of the useful lives of franchise assets and goodwill (approximately 15 years and 25 years, respectively). The net adjustment was computed as follows:

Pro forma depreciation of property, plant and equipment.....	$ 9,514
Pro forma amortization of franchise assets and goodwill.....	16,138
Elimination of historical depreciation and amortization.....	(19,317)
Pro forma increase in depreciation and amortization.....	$ 6,335

(5) Reflects the following interest expense that would have been incurred based on the Acquisition financing:

Interest on the Term Loans at an assumed weighted average interest rate of 8.11% (including commitment fees of $200).....	$ 8,877
Interest on the Notes.....	10,250
Amortization of interest rate cap agreement.....	51
	$ 19,178

For each .25% change in the assumed interest rate on the Term Loans, pro forma interest expense would change by approximately $275.

(6) Represents elimination of income tax expense because the Company will be treated as a partnership for federal income tax purposes.

RENAISSANCE MEDIA GROUP LLC

UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 1998
(IN THOUSANDS)

	SYSTEMS HISTORICAL	HOLDINGS AND RENAISSANCE MEDIA HISTORICAL	ADJUSTMENTS	PRO FORMA
Revenues	$13,973	$ 193	$ (193)(1)	$13,973
Costs and expenses:				
System operating expenses	6,013	--	248 (2)	6,261
Non-System operating expenses	703	101	--	804
Depreciation, amortization and loss (gain) on disposal of fixed assets	4,611	1	257 (3) 1,802 (4)	6,671
Total costs and expenses	11,327	102	2,307	13,736
Operating income	2,646	91	(2,500)	237
Interest expense, net	--	13	4,792 (5) (193)(1)	4,612
Income (loss) before income taxes	2,646	78	(7,099)	(4,375)
Income tax expense	1,191	--	(1,191)(6)	--
Net income (loss)	$ 1,455	$ 78	$(5,908)	$(4,375)

See accompanying notes to pro forma statement of operations.

RENAISSANCE MEDIA GROUP LLC

NOTES TO UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 1998
(IN THOUSANDS)

The unaudited pro forma combined statement of operations gives effect to the following pro forma adjustments:

(1) Reflects the reclassification of Renaissance Media's interest income from revenues to interest expense, net.

(2) Reflects the estimated additional programming expenses, which would have been incurred if the Systems had been operating under the program management agreement with Time Warner.

(3) Represents the amortization of debt issuance costs and organization costs over periods ranging from five to ten years.

(4) Represents the depreciation and amortization of the write up (down) of property, plant and equipment, franchise assets and goodwill arising from the allocation of the purchase price to the Systems' assets under the purchase method of accounting. Pro forma depreciation amounts have been computed based on an estimate of the composite useful life of such assets (approximately 11 years). Pro forma amortization amounts have been computed based on an estimate of the useful lives of franchise assets and goodwill (approximately 15 years and 25 years, respectively). The net adjustment was computed as follows:

Pro forma depreciation of property, plant and equipment	$ 2,378
Pro forma amortization of franchise assets and goodwill	4,035
Elimination of historical depreciation and amortization	(4,611)
Pro forma increase in depreciation and amortization	$ 1,802

(5) Reflects the following interest expense that would have been incurred based on the Acquisition financing:

Interest on the Term Loans at an assumed weighted average interest rate of 8.11% (including commitment fees of $50)	$ 2,279
Interest on the Notes	2,500
Amortization of interest rate cap agreement	13
	$ 4,792

For each .25% change in the assumed interest rate on the Term Loans, pro forma interest expense would change by approximately $69 .

(6) Represents elimination of income tax expense because the Company will be treated as a partnership for federal income tax purposes.

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

OVERVIEW

Holdings was formed on November 5, 1997 and entered into the Asset Purchase Agreement dated November 14, 1997 with Time Warner to acquire the Systems. The Acquisition was consummated on April 9, 1998. Holdings was initially capitalized with a $15.0 million capital contribution from MSCPIII, MSCP Investors and MSCI and received a $1.0 million advance capital contribution from the Management Investors. The $16.0 million in funds received by Holdings was utilized to fund the escrow deposit of $15.0 million required under the Asset Purchase Agreement and to provide working capital. For the period from inception through March 31, 1998, Holdings has earned interest income on the escrow deposit and the working capital fund and has incurred costs, primarily related to the Acquisition. Prior to the consummation of the Acquisition, Holdings assigned all of its interest in the Asset Purchase Agreement to Renaissance Media, and all assets and liabilities of Holdings became assets and liabilities of Renaissance Media. The Systems are clustered in southern Louisiana, western Mississippi and western Tennessee and, as of March 31, 1998, passed 179,402 homes, served 127,191 basic subscribers and had 61,053 premium service units. The Company is the 4th largest cable television system operator in Louisiana and the 5th largest cable television system operator in Tennessee based upon the Systems' numbers of subscribers at March 31, 1998.

The Systems were owned and operated by CVI or related entities prior to the acquisition of CVI by Time Warner on January 4, 1996 and were owned and operated by Time Warner since that date until April 9, 1998. As a result, the assets of the Systems have been reflected utilizing Time Warner's basis from January 4, 1996 to April 9, 1998 and at CVI's basis prior to January 4, 1996.

The Company intends to increase its subscriber base and operating cash flow by pursuing cable television system acquisitions, improving and upgrading its technical plant and expanding its service offerings. The Company will pursue selective acquisitions in markets which are contiguous to the Systems and in non-contiguous mid-sized markets serving more than 30,000 subscribers where local or regional clusters can be formed. The Company believes that by clustering systems it will be able to realize economies of scale, such as reduced payroll, reduced billing and technical costs per subscriber, reduced advertising sales costs, increased local advertising sales, more efficient roll-out and utilization of new technologies and consolidation of its customer service functions. The Company plans to improve and upgrade its technical plant, which should allow it to provide a wide array of new services and service tiers, as well as integrate new interactive features into advanced analog and digital set-top consumer equipment. The Company also plans to develop and provide new cable and broadband services and develop ancillary businesses including digital video and high speed Internet access services.

Revenues. The Systems' revenues are primarily attributable to subscription fees charged to subscribers for basic and premium cable television programming services. Basic revenue consists of monthly subscription fees for basic and CPST services. Multiple dwelling unit accounts typically are offered a bulk rate in exchange for single point billing and basic service to all units. Premium revenue consists of monthly subscription fees for programming provided on a per-channel basis. In addition, other revenue is derived from new product tiers, pay-per-view fees, installation and reconnection fees charged to subscribers to receive service, monthly equipment rental fees, advertising revenue and commissions related to the sale of goods by home shopping services and in-home wiring maintenance contracts. The table below sets forth for the periods indicated basic, premium and other revenues expressed as a percentage of total revenues:

	YEAR ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1995	1996	1997	1997	1998
Basic	65.9%	68.4%	70.6%	70.6%	71.4%
Premium	14.7	13.4	12.8	12.7	11.6
Other	19.4	18.2	16.6	16.7	17.0
Revenues	100.0%	100.0%	100.0%	100.0%	100.0%

Basic revenue has been increasing as a percentage of total revenues since 1995 due primarily to increases in subscription rates offset by a change in the treatment of franchise fees. Prior to 1997, franchise fees were included in both revenues and expenses. In 1997, the Systems began itemizing franchise fees on subscriber billing invoices and recorded such fees only as an offset to System operating expenses. Premium revenues have been decreasing as a percentage of total revenues due to marginal growth in this revenue category. Other revenue has been decreasing as a percentage of total revenues due primarily to the elimination in 1996 and 1995 of additional outlet charges, offset in part, by increases in other revenue items.

System Operating Expenses. System operating expenses are comprised of variable operating expenses and selling, service and administrative expenses directly attributable to the Systems. Variable operating expenses consist of costs directly attributable to providing cable services to customers and therefore generally vary directly with revenues. Variable operating expenses include programming fees paid to suppliers of programming included in the Systems' basic and premium cable television services, as well as expenses related to copyright fees, franchise fees and bad debt expenses. Programming costs have historically increased at rates in excess of inflation due, in part, to improvements in the quality of programming. Cable programming costs are expected to continue to increase due to additional programming being provided to customers, inflationary increases and other factors. Programming costs as a percentage of revenue increased to 20.5% in 1997 from 20.1% in 1996 and to 21.0% in the three months ended March 31, 1998 from 20.0% the three months ended March 31, 1997. The Systems have lost certain programming discounts that were realized as a result of being part of a large MSO and, as a result, the Company expects that programming costs will increase as a percentage of revenues. See "Pro Forma Financial Data." Selling, service and administrative expenses directly attributable to the Systems include the salaries and wages of field and office personnel, plant operating expenses, office and administrative expenses and sales costs.

Non-System Operating Expenses. Non-system operating expenses consist primarily of corporate related expenses, which are not directly attributable to the Systems. These expenses include personnel costs, rent, legal, audit, tax and other corporate overhead costs.

Depreciation, Amortization and Loss (Gain) on Disposal of Fixed Assets. Depreciation, amortization and loss (gain) on disposal of fixed assets include depreciation of the Systems' network and equipment, amortization of goodwill and intangibles assets and losses or gains recognized on the disposal of assets. Management expects depreciation, amortization and loss (gain) on disposal of fixed assets to increase as a result of the purchase accounting adjustments arising in connection with the Acquisition. See "Pro Forma Financial Data."

The table below sets forth for the periods indicated certain data regarding expenses expressed as a percentage of total revenues:

	YEAR ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1995	1996	1997	1997	1998
Revenues	100.0%	100.0%	100.0%	100.0%	100.0%
System operating expenses	47.7	47.8	45.4	46.4	43.2
Non-system operating expenses	5.1	5.8	5.5	5.6	5.0
Depreciation, amortization and loss (gain) on disposal of fixed assets	40.4	38.3	37.9	37.5	32.9
Operating income	6.8	8.1	11.2	10.5	18.9
Interest expense	27.3	--	--	--	--
Income tax (benefit) expense	(8.2)	3.2	4.4	5.3	8.5
Net (loss) income	(12.3)	4.9	6.8	5.2	10.4

The Systems have not had any material acquisitions during these periods and thus the growth since 1995 represents internal growth resulting from subscriber additions, rate increases and additional services purchased by subscribers and advertisers.

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RESULTS OF OPERATIONS

YEAR ENDED DECEMBER 31, 1997 COMPARED WITH YEAR ENDED DECEMBER 31, 1996

The Systems served 126,558 basic subscribers at December 31, 1997 compared with 123,203 basic subscribers at December 31, 1996, an increase of 3,355 subscribers or 2.7%. Homes passed increased to 178,449 at December 31, 1997 from 175,522 at December 31, 1996, an increase of 2,927 homes or 1.7%. Premium service units increased to 64,963 at December 31, 1997 from 64,716 at December 31, 1996.

Revenues. Revenues increased $3.7 million, or 7.7%, to $51.0 million in 1997 from $47.3 million in 1996. Adjusting for the change in the method of recording franchise fees (recorded in 1997 as an offset to expense and in 1996 as both revenues and expense) revenues increased $5.2 million or 11.1%.

The increase in revenues in 1997 resulted primarily from increases in basic revenue and other revenue. Basic revenue increased due to an increase in the weighted average monthly subscription rate for basic service to $7.69 in 1997 from $6.38 in 1996 and an increase in the weighted average monthly subscription rate for CPST to $17.33 in 1997 from $16.19 in 1996. In addition, basic revenue increased due to the increase in subscribers in 1997. Other revenue components including home shopping, pay-per-view and advertising revenue increased, while additional outlet revenue decreased.

System Operating Expenses. System operating expenses increased $.5 million, or 2.3%, to $23.1 million in 1997 from $22.6 million in 1996. Adjusting for the change in the method of recording franchise fees, system operating expenses increased $2.0 million or 8.8%. The increase in system operating expenses in 1997 resulted primarily from increases in salaries and programming costs.

Non-System Operating Expenses. Non-system operating expenses increased $.1 million, or 1.8%, to $2.8 million in 1997 from $2.7 million in 1996.

Depreciation, Amortization and Loss (Gain) on Disposal of Fixed Assets. Depreciation, amortization and loss (gain) on disposal of fixed assets increased $1.2 million, or 6.6%, to $19.3 million in 1997 from $18.1 million in 1996. This increase resulted primarily from $.6 million of losses on miscellaneous asset disposals during the year.

Operating Income. Operating income increased $1.9 million, or 49.2%, to $5.7 million in 1997 from $3.9 million in 1996.

Income Tax (Benefit) Expense. Income tax (benefit) expense increased $.8 million, or 50.6%, to $2.3 million in 1997 from $1.5 million in 1996. This increase is due to the increase in operating income in 1997.

Net (Loss) Income. For the reasons discussed above, net (loss) income increased $1.1 million, or 48.3%, to $3.5 million in 1997 from $2.4 million in 1996.

YEAR ENDED DECEMBER 31, 1996 COMPARED WITH YEAR ENDED DECEMBER 31, 1995

The Systems served 123,203 basic subscribers at December 31, 1996 compared with 120,340 basic subscribers at December 31, 1995, an increase of 2,863 basic subscribers or 2.4%. Homes passed increased to 175,522 homes at December 31, 1996 compared to 145,148 at December 31, 1995. This increase resulted primarily from a homes passed audit of the Systems during 1996, which added approximately 27,000 homes to the Systems' database, and estimated real growth in the number of homes passed by the Systems of approximately 1.7%. Premium service units increased 4,254, or 7.0%, to 64,716 at December 31, 1996 from 60,462 at December 31, 1995.

Revenues. Revenues increased $3.8 million, or 8.7%, to $47.3 million in 1996 from $43.5 million in 1995. Basic revenue increased due to increases in the weighted average monthly subscription rate for CPST to $16.19 in 1996 from $13.09 in 1995, offset in part by a decrease in the weighted average monthly subscription rate for basic service to $6.38 in 1996 from $6.75 in 1995. In addition, basic revenue increased due to the increase in the number of basic subscribers in 1996. Premium and other revenue remained the same due to a reduction in advertising and additional outlet revenue, offset by increases in pay-per-view revenue and other revenue.

System Operating Expenses. System operating expenses increased $1.8 million, or 8.8%, to $22.6 million in 1996 from $20.8 million in 1995. The 1996 expenses reflect increased payroll expenses, pay-per-view expenses, marketing and other miscellaneous costs, offset in part by reductions in programming costs resulting from the lower rates incurred by Time Warner.

Non-System Operating Expenses. Non-system operating expenses increased $.5 million, or 24.2%, to $2.7 million in 1996 from $2.2 million in 1995 due to the different amounts of corporate overhead and regional expenses incurred by Time Warner in 1996 and CVI in 1995.

Depreciation, Amortization and Loss (Gain) on Disposal of Fixed Assets. Depreciation, amortization and loss (gain) on disposal of fixed assets increased $.5 million, or 2.9%, to $18.1 million in 1996 from $17.6 million in 1995. This net increase resulted primarily from the net write-up of assets in 1996 under the purchase method of accounting following the acquisition of the Systems when Time Warner acquired CVI.

Operating Income. Operating income increased $.9 million, or 30.5%, to $3.9 million in 1996 from $3.0 million in 1995.

Interest Expense. Interest expense was $11.9 million in 1995 which related to debt recorded at the System level by CVI. The Systems recorded no interest expense in 1996 because Time Warner met the Systems' financing needs through non-interest bearing capital advances.

Income Taxes (Benefit) Expense. Income tax (benefit) expense increased $5.1 million to an expense of $1.5 million in 1996 from a benefit of $3.6 million in 1995. The increase in income tax (benefit) expense resulted from the increase in operating income in 1996.

Net (Loss) Income. For the reasons discussed above, net (loss) income increased $7.7 million to net income of $2.4 million in 1996 from a net loss of $5.4 million in 1995.

THREE MONTHS ENDED MARCH 31, 1998 COMPARED WITH THREE MONTHS ENDED MARCH 31, 1997

The Systems served 127,191 basic subscribers at March 31, 1998 compared with 125,016 basic subscribers at March 31, 1997, an increase of 2,175 subscribers or 1.7%. Homes passed increased to 179,402 at March 31, 1998 from 176,617 at March 31, 1997, an increase of 2,785 homes or 1.6%. Premium service units decreased to 61,053 at March 31, 1998 from 63,890 at March 31, 1997.

Revenues. Revenues increased $1.5 million, or 12.3%, to $14.0 million for the three months ended March 31, 1998 from $12.4 million for the three months ended March 31, 1997.

The increase in revenues for the three months ended March 31, 1998 resulted primarily from increases in basic revenue and other revenue. Basic revenue increased due to an increase in the weighted average monthly subscription rate for basic service to $7.88 in 1998 from $7.69 in 1997 and an increase in the weighted average monthly subscription rate for CPST to $20.28 in 1998 from $17.33 in 1997. In addition, basic revenue increased due to the increase in subscribers in 1998. Other revenue components including home shopping, pay-per-view and advertising revenue increased, while additional outlet revenue decreased.

System Operating Expenses. System operating expenses increased $.2 million, or 4.0%, to $6.0 million for the three months ended March 31, 1998 from $5.8 million for the three months ended March 31, 1997. The increase in system operating expenses for the three months ended March 31, 1998 resulted primarily from increases in programming costs, offset in part by decreases in repairs, maintenance, advertising, contract labor and bad debt expense.

Operating Income. Operating income increased $1.3 million, or 103.4%, to $2.6 million for the three months ended March 31, 1998 from $1.3 million for the three months ended March 31, 1997.

This increase resulted from the increase in revenues for the three months ended March 31, 1998 of $1.5 million, offset in part by the increase in system operating expenses of $.2 million for the three months ended March 31, 1998.

Income Tax (Benefit) Expense. Income tax (benefit) expense increased $.5 million, or 80.7%, to $1.2 million for the three months ended March 31, 1998 from $.7 million for the three months ended March 31, 1997. This increase was due to the increase in operating income for the three months ended March 31, 1998.

Net Income. For the reasons discussed above, net income increased $.8 million, or 126.6%, to $1.5 million for the three months ended March 31, 1998 from $.6 million for the three months ended March 31, 1997.

LIQUIDITY AND CAPITAL RESOURCES

From January 4, 1996 until April 9, 1998, the Systems were owned by Time Warner and their liquidity and capital resources needs were evaluated and met based upon funding from Time Warner. The Systems' cash balances were generally minimized with excess cash balances transferred to corporate cash management accounts.

The cable television business requires substantial capital for the upgrading, expansion and maintenance of signal distribution equipment, as well for home subscriber devices and wiring and for service vehicles. The Company will continue to deploy fiber optic technology and to upgrade the Systems to a minimum of 550 MHz and to 750 MHz where system characteristics warrant. The deployment of fiber optic technology will allow the Company to complete future upgrades to the Systems in a cost-effective manner. In addition, the Company believes that the application of digital compression technology will likely reduce the requirement in the future for upgrades to increase capacity beyond 750 MHz.

The working capital requirements of a cable television business are generally not significant since subscribers are billed for services monthly in advance, while the majority of expenses incurred (except for payroll) are paid generally 30 to 60 days after their incurrence.

The Systems' net cash provided by operations was $23.6 million in 1997 compared to $23.1 million in 1996 and $7.5 million in 1995. The System's net cash provided by operations was $6.0 million and $4.8 million for the three months ended March 31, 1998 and 1997, respectively. The Systems' net cash used in investing activities was $6.4 million, $8.2 million and $7.4 million in 1997, 1996 and 1995, respectively, and in 1996 Time Warner allocated $249.5 million of the purchase price paid (net of cash acquired) for CVI to the Systems. The System's net cash used in investing activities was $.5 million and $1.6 million for the three months ended March 31, 1998 and 1997, respectively. The Systems' net cash used in financing activities which related to distributions of excess cash to their parent companies, amounted to $16.4 million, $14.9 million and none, in 1997, 1996 and 1995, respectively, and in 1996 Time Warner allocated $250.0 million of the purchase price paid for CVI to the Systems. The System's net cash used in financing activities was $4.0 million and $1.3 million for the three months ended March 31, 1998 and 1997, respectively. The Systems' EBITDA increased to $25.1 million in 1997 from $22.0 million in 1996 and $20.6 million in 1995. EBITDA as a percentage of revenue increased to 49.2% in 1997 from 46.4% in 1996, primarily resulting from a change in the method of recording franchise fees, and 47.2% in 1995. Had the method of recording franchise fees been changed in 1995 and 1996, the effect of this change would have resulted in EBITDA margins of 48.0% and 48.9% for 1996 and 1995, respectively. The System's EBITDA was $7.3 million and $6.0 million for the quarter ended March 31, 1998 and 1997, respectively. As a percentage of revenue, EBITDA was 51.9% and 48.0% for the quarter ended March 31, 1998 and 1997, respectively.

Simultaneously with the Offering of the Old Notes: (i) the Company received equity contributions of $95.1 million from the Morgan Stanley Entities and $3.9 million from the Management Investors; (ii) Renaissance Media, as borrower, and Renaissance Louisiana, Renaissance Tennessee and Renaissance Capital, as guarantors, entered into the Senior Credit Facility, consisting of $110.0 million in Term Loans and the $40.0 million

Revolver; and (iii) Renaissance Media acquired the Systems from Time Warner for $300.0 million in cash and the issuance to Time Warner of a $9.5 million equity interest in Holdings.

The Company used the net proceeds from the Offering, together with the Equity Contributions and borrowings under the Term Loans, to consummate the Acquisition. The Company has approximately $210.0 million of indebtedness outstanding and unused commitments under the Revolver of $40.0 million. Subject to compliance with the terms of the Senior Credit Facility, borrowings under the Revolver will be available for working capital purposes, capital expenditures and acquisitions.

The Company expects to make substantial investments in capital to: (i) upgrade its cable plant; (ii) build line extensions; (iii) purchase new equipment; and (iv) acquire the equipment necessary to implement its digital and Internet and data transmission strategy. In 1998, the Company estimates it will make capital expenditures of approximately $9.8 million. The Company believes that the borrowings expected to be available under the Revolver and anticipated cash flow from operations will be sufficient to upgrade the Systems as currently contemplated and to satisfy the Company's working capital, capital expenditure and debt service requirements. However, the actual amount and timing of the Company's capital requirements may differ materially from the Company's estimates as a result of, among other things, the demand for the Company's services and regulatory, technological and competitive developments (including additional market developments and new opportunities) in the Company's industry. The Company also expects that it will require additional financing if the Company's development plans or projections change or prove to be inaccurate or the Company engages in any acquisitions. Sources of additional financing may include commercial bank borrowings, vendor financing or the private or public sale of equity or debt securities. There can be no assurances that such financing will be available on terms acceptable to the Company or at all.

Borrowings under the Senior Credit Facility will bear interest at floating rates, although the Company will be required to maintain interest rate protection programs. Renaissance Media's obligations under the Senior Credit Facility will be secured by substantially all the assets of Renaissance Media. See "Description of Certain Indebtedness--Senior Credit Facility."

The Company has developed a plan for information technology resources to address the Year 2000. While the Company believes that its planning efforts are adequate to address the Year 2000 concerns and that CSG will resolve its Year 2000 concerns prior to 1999, there can be no assurance that the systems of companies on which the Systems and their operations rely, including CSG, will be converted on a timely basis and will not have a material adverse effect on the Company. The cost of the Year 2000 initiatives is not expected to be material to the Company's result of operations or financial position.

RECENT DEVELOPMENTS

During January 1998, the Systems increased their subscription rates from $7.69 to $7.88, on a weighted average basis (excluding bulk subscribers) for basic service, and from $17.33 to $20.28, on a weighted average basis, for CPST. For the three months ended March 31, 1998, after giving pro forma effect to the rate increases described above as if they all occurred on January 1, 1998 as opposed to cycling in throughout the month, and the Acquisition as if it occurred at the beginning of the period, the Company's EBITDA would have been approximately $7.2 million, as compared to approximately $6.9 million reflected in the pro forma combined statement of operations for the three months ended March 31, 1998.

IMPACT OF INFLATION

With the exception of programming costs, the Company does not believe that inflation has had or will likely have a significant effect on its results of operations or capital expenditure programs. Programming cost increases in the past have tended to exceed inflation and may continue to do so in the future. The Company, in accordance with FCC regulations, may pass along programming cost increases to its subscribers.

BUSINESS

GENERAL

The Company was formed to acquire, operate and develop medium-sized cable television systems. The Company acquired six cable television Systems from Time Warner on April 9, 1998. The Systems are clustered in southern Louisiana and western Mississippi (the Louisiana Systems) and western Tennessee (the Tennessee System) and, as of March 31, 1998, passed approximately 179,402 homes and served approximately 127,191 subscribers. The Company is the 4th largest cable television system operator in Louisiana and the 5th largest cable television system operator in Tennessee based upon the Systems' numbers of subscribers at March 31, 1998.

The Guarantor and the Obligors were formed in 1998 by Holdings. Holdings is owned by the Morgan Stanley Entities, Time Warner and the Management Investors, who have an average of 17 years of experience in the cable television industry. At CVI, the Management Investors were largely responsible for the management of 55 cable television systems serving 600 communities in 18 states, including operating the Louisiana Systems for seven years and the Tennessee System for nine years. In addition, the Company's regional management has significant experience in the critical functions of operations, management, sales, marketing, back office, finance and regulatory affairs.

The Company intends to increase its subscriber base and operating cash flow by pursuing cable television system acquisitions, improving and upgrading its technical plant and expanding its service offerings. The Company will pursue selective acquisitions in markets which are contiguous to the Systems and in non-contiguous mid-sized markets serving more than 30,000 subscribers where local or regional clusters can be formed. The Company believes that by clustering systems it will be able to realize economies of scale, such as reduced payroll, reduced billing and technical costs per subscriber, reduced advertising sales costs, increased local advertising sales, more efficient roll-out and utilization of new technologies and consolidation of its customer service functions. The Company plans to improve and upgrade its technical plant, which should allow it to provide a wide array of new services and service tiers, as well as integrate new interactive features into advanced analog and digital set-top consumer equipment. The Company also plans to develop and provide new cable and broadband services and develop ancillary businesses including digital video and high speed Internet access services.

The Guarantor's and the Obligors' principal executive offices are located at One Cablevision Center, Suite 100, Ferndale, New York 12734 and the telephone number is (914) 295-2600.

BUSINESS STRATEGY

The Company's strategy is to increase its revenues and EBITDA by acquiring, operating and developing cable television systems and capitalizing on the expertise of management, as well as the Company's relationship with the Management Investors and Time Warner. The key components of the Company's strategy include the following:

Pursue Strategic Acquisitions. Management believes that attractive acquisition opportunities will be available as large cable television system operators divest non-strategic assets and small operators sell their systems. The Company intends to pursue system acquisitions in markets which are contiguous to the Systems and in non-contiguous markets serving more than 30,000 subscribers where local or regional clusters can be formed. The Company believes that by clustering systems it will be able to realize economies of scale, such as reduced payroll, reduced billing and technical costs per subscriber, reduced advertising sales costs, increased local advertising sales, more efficient roll-out and utilization of new technologies and consolidation of customer service functions. The Management Investors' experience in operating cable television systems in urban, suburban and rural markets will enable the Company to pursue a wide range of potential acquisition opportunities.

Operate Technologically Advanced Systems. The Company will seek to operate cable television systems with bandwidths of 550 MHz to 750 MHz (78 to 110 analog channels) that include the use of hybrid fiber-coaxial cable plant, bi-directional transmission capability, small-cluster nodes, advanced subscriber set-top devices and digital compression technology. The Company will continue to upgrade the Systems and will selectively upgrade systems acquired in the future depending on market conditions. Many of the upgraded systems will likely incorporate digital compression technology which would increase the number of programming channels that may be transmitted over a given amount of bandwidth, in many cases resulting in up to 10 digital channels transmitted in the space required for a single analog channel. The Company expects that such technology will also permit it to offer new services such as high speed Internet access and data transmission and additional programming tiers, as well as new interactive features being integrated into advanced analog and digital set-top consumer equipment.

Capitalize on Relationships with Management Investors and Time Warner. The Company will benefit from the depth and breadth of the experience of the Management Investors in acquiring, operating and developing cable television systems, including the Systems, as well as the expertise of its regional marketing, sales and technical personnel. The Company believes that it will benefit from its relationship with Time Warner through access to certain of Time Warner's programming arrangements and technical and engineering expertise. In addition, the Company believes it will be able to coordinate its equipment purchasing with Time Warner.

Focus on Operations and Service. Management believes that its focus on system operations and customer service will increase subscriber penetration, revenues and cash flow margins. The Company will implement its comprehensive training and certification program which provides specific technical training to further improve operations performance and customer service. In addition, the Company will actively monitor the performance of its systems and the quality of its customer service, using criteria such as picture quality, service call response times, average outage durations, telephone answer rates and installation response times. The Company will also use market research tools to gauge its performance and customer satisfaction and to tailor its local service offerings to the particular community.

Develop Ancillary Businesses. The Company intends to pursue new business opportunities that complement its core video delivery systems. The Company intends to expand its advertising sales operations in each of its cable television systems and create local production businesses in markets that can support that activity. Management will also concentrate on the marketing of special events and pay-per-view movies. In the future, the Company plans to offer digital services such as near video on demand as an alternative to video rentals. In addition, the Company plans to offer high speed Internet access and data transmission via certain of its cable networks.

THE SYSTEMS

Overview. The following table illustrates certain subscriber and operating statistics for the Systems as of March 31, 1998. The Systems are divided into two geographical regions, southern Louisiana and western Mississippi (the Louisiana Systems) and western Tennessee (the Tennessee System):

SYSTEM	HOMES PASSED (1)	TOTAL PLANT MILES	BASIC SUBSCRIBERS (2)	BASIC PENETRATION (3)	PREMIUM SERVICE UNITS (4)	PREMIUM PENETRATION (5)	AVERAGE MONTHLY REVENUE PER BASIC SUBSCRIBER
Louisiana Systems:							
St. Tammany System.....	62,611	1,341	42,956	68.6%	25,259	58.8%	
Lafourche System.....	28,518	560	22,418	78.6	12,244	54.6%	
St. Landry System.....	26,434	529	19,367	73.3	7,153	36.9%	
Picayune System.....	6,943	224	5,590	80.5	2,690	48.1%	
Pointe Coupee System...	6,250	162	4,429	70.9	1,901	42.9%	
Total.....	130,756	2,816	94,760	72.5	49,247	52.0%	$37.84
Tennessee System.....	48,646	914	32,431	66.7	11,806	36.4%	33.44
Total Systems.....	179,402	3,730	127,191	70.9	61,053	48.0%	36.71

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(1) Homes passed refers to estimates of the number of dwelling units and commercial establishments in a particular community that can be connected to the distribution system without any further extension of principal transmission lines. Such estimates are based upon a variety of sources, including billing records, house counts, city directories and other local sources.
(2) The number of basic subscribers has been computed by adding the actual number of subscribers for all non-bulk accounts and the equivalent subscribers for all bulk accounts. The number of such equivalent subscribers has been calculated by dividing aggregate basic service revenue for bulk accounts by the full basic service rate for the community in which the accounts are located. Bulk accounts consist of commercial establishments and multiple dwelling units.
(3) Basic penetration represents the number of basic subscribers as a percentage of the total number of homes passed in the system.
(4) Premium service units represent the number of subscriptions to premium channels offered for a monthly fee per channel.
(5) Premium penetration represents the number of premium service units as a percentage of the total number of basic subscribers.

The following table sets forth certain information regarding the analog channel capacities of the Systems as of December 31, 1997:

	330 MHZ 40 CHANNELS	450 MHZ 62 CHANNELS	550 MHZ 78 CHANNELS	TOTAL
Number of headends.....	1	9	4	14
Subscribers as of December 31, 1997.....	1,702	83,906	40,950	126,558
% of total subscribers.....	1.3%	66.3%	32.4%	100.0%
Miles of plant.....	60	2,226	1,444	3,730
% of total plant.....	1.6%	59.7%	38.7%	100.0%

The Company will continue to deploy fiber optic technology and to upgrade the Systems to a minimum of 550 MHz and to 750 MHz where system characteristics warrant. The deployment of fiber optic technology will allow the Company to complete future upgrades to the Systems in a cost-effective manner. The Company also plans to use fiber optic technology to interconnect headends and to create fiber optic backbones to reduce amplifier cascades, thereby gaining operational efficiencies and improved picture quality and system reliability.

The Company plans to upgrade the Systems according to the following table:

SYSTEM	CURRENT (MHZ)	PLANNED UPGRADE (MHZ)
Jackson, TN.....	330/450	750
Picayune, MS.....	550	550
St. Tammany, LA.....	450/550*	550/750
Lafourche, LA.....	450/550*	550/750
St. Landry, LA.....	450	750
Pointe Coupee, LA.....	550	550

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* Some sections of these systems are currently 450 or 330 MHz and the rest were recently upgraded to 550 MHz. The Company plans to upgrade the 450 MHz and 330 MHz sections to 750 MHz.

THE LOUISIANA SYSTEMS

The Louisiana Systems consist of five cable television systems serving 94,760 basic subscribers as of March 31, 1998, located in southern Louisiana and western Mississippi: the St. Tammany system, the St. Landry system, the Lafourche system, the Picayune system and the Pointe Coupee system. As of March 31, 1998, approximately one-half of the Louisiana Systems' subscribers were served by the St. Tammany system. The Louisiana Systems are operated from the Regional Office located in Thibodaux, Louisiana which provides certain support services for the Systems. The Systems' regional management has 15 years average experience in the cable television industry.

The St. Tammany System. The St. Tammany system comprises one consolidated headend, and serves the communities of Slidell, Mandeville and St. Tammany, the towns of Pearl River, Abita Springs and Madisonville and the City of Covington. St. Tammany is a suburb located approximately 40 miles northeast of New Orleans. Recognized as Louisiana's fastest growing parish since 1995.

The Lafourche System. The Lafourche system comprises two headends, one of which is a consolidated headend, and serves the communities of Lafourche, Assumption and St. James. Lafourche is located in southeast Louisiana along the Gulf of Mexico, approximately 60 miles from New Orleans. Commercial fishing and the oil and gas extraction industries dominate the local economy in the southern portion of the system's service area, comprising a significant portion of the manufacturing work force there. In the northern portion of the system's service area, sugar is a prominent industry, as are other farming related industries.

The St. Landry System. The St. Landry system comprises four headends and serves the communities of Jennings, Church Point, Eunice and Opelousas. Located 61 miles from Baton Rouge, St. Landry's economy is primarily focused on agriculture.

The Picayune System. The Picayune system comprises one headend and serves the communities of Picayune and parts of Pearl County. Picayune, 25 miles northeast of Slidell and 60 miles northeast of New Orleans, is in Pearl County, Mississippi. The John C. Stennis Space Center is one of the largest employers in the Picayune area and is the main testing facility for NASA's large propulsion systems including the Space Shuttle.

The Pointe Coupee System. The Pointe Coupee system comprises one headend and serves the community of New Roads and the Village of Morganza. Pointe Coupee is a suburb of Baton Rouge and is Louisiana's second oldest settlement. Pointe Coupee's major industry is agriculture.

THE TENNESSEE SYSTEM

As of March 31, 1998, the Tennessee System served 32,431 basic subscribers located in Jackson, Tennessee and surrounding counties. The Tennessee System is managed from the Regional Office located in Thibodaux, Louisiana. The Tennessee System comprises five headends and serves the communities of Jackson, Selmer, Bethel Springs, Adamsville, Camden, Alamo, Bells, Maury City, Newbern, Trimble, Obion, Troy and the counties of Madison, Crockett, McNairy, Benton, Dyer and Obion. Jackson is the medical, retail, cultural and geographic center of west Tennessee. As of March 31, 1998, 22,948 basic subscribers (excluding bulk subscribers), or three-quarters of the Tennessee System's subscribers, were served from a single headend.

THE SOCIAL CONTRACT

The Social Contract between Time Warner and the FCC, which became effective on January 1, 1996, resolved certain outstanding cable rate cases involving Time Warner that arose in connection with regulations promulgated by the FCC pursuant to the 1992 Cable Act. The Social Contract established parameters within which Time Warner and subsequent buyers of Time Warner's cable television systems might determine certain

subscriber rates and maintain a high level of technical capacity in such systems. Among other obligations, Time Warner agreed to upgrade one-half of its systems to 550 MHz capacity and the balance to 750MHz capacity within the term of the Social Contract, of which at least 200 MHz is expected to be allocated to digital compression technology by January 1, 2001. In exchange, the Social Contract settled those certain outstanding rate cases and established a right of Time Warner to increase monthly CPST rates by an additional $1.00 per year above other permissible increases resulting from inflation and so-called "external costs" for the term of the Social Contract through the year 2000. The Social Contract provides that Time Warner may petition the FCC to modify or terminate the Social Contract based on any relevant change in applicable law, regulation or circumstance.

In connection with the Acquisition, the Company received the FCC's consent to the assignment of the Social Contract as it applies to the Systems. By assuming Time Warner's unsatisfied obligations with respect to the Systems, the Company has gained certain rate benefits described above. The principal remaining obligations of the Social Contract as they relate to the Systems will be to upgrade the Tennessee System, the St. Landry system and approximately one-half of the St. Tammany and Lafourche systems to 750 MHz capacities. The failure to comply with the upgrade requirements will subject the Company to refund liability under the terms of the Social Contract. The Company also is required to ensure that at least 60% of new analog services in the Systems are added to the CPST, and add at least 15 new channels on average (weighted by CPST subscribers) to the CPST of the Systems. The Company believes the upgrades are prudent both due to the competitive advantages to be gained by technologically advanced facilities and from the rate increases the Company will be permitted to implement.

INDUSTRY OVERVIEW

A cable television system receives television, radio and data signals at the system's "headend" site by means of off-air antennas, microwave relay systems and satellite earth stations. These signals are then modulated, amplified and distributed, primarily through coaxial and fiber optic distribution systems, to deliver a wide variety of channels of television programming, primarily entertainment and informational video programming, to the homes of subscribers who pay fees for this service, generally on a monthly basis. A cable television system may also produce its own television programming and other information services for distribution through the system. Cable television systems generally are constructed and operated pursuant to non-exclusive franchises or similar licenses granted by local governmental authorities for a specified period of time, generally up to ten years.

Cable television systems offer customers various levels (or "tiers") of cable services consisting of broadcast television signals of local network affiliates, independent and educational television stations, a limited number of broadcast television signals from so-called "super stations" originating from distant cities (such as WGN), various satellite-delivered, non-broadcast channels (such as Cable News Network (CNN), MTV: Music Television (MTV), the USA Network, ESPN and Turner Network Television (TNT), programming originated locally by the cable television system (such as public, educational and governmental access programs) and informational displays featuring news, weather and public service announcements. Cable television systems also offer "premium" television services to customers on a monthly charge per-channel basis and sometimes on a pay-per-view basis. These services (such as Home Box Office ("HBO") and Showtime and selected regional sports networks) are satellite channels that consist principally of feature films, live sporting events, concerts and other special entertainment features, usually presented without commercial interruption.

A customer generally pays an initial installation charge and fixed monthly fees for basic, tier and premium television services and for other services (such as the rental of converters and remote control devices). Such monthly service fees constitute the primary source of revenue for cable television systems. In addition to customer revenue, cable television systems also frequently offer to their customers home shopping services, which pay such systems a share of revenue from products sold in the systems' service areas. Some cable television systems also receive revenue from the sale of available spots on advertiser-supported programming.

PROGRAMMING AND SUBSCRIBER RATES

Cable television systems offer their customers programming that includes the local network, independent and educational broadcast television stations, a limited number of broadcast television signals from distant cities, numerous satellite-delivered, non-broadcast channels and in some systems local information and public, educational and governmental access channels. Depending upon each system's channel capacity and viewer interests, the Company offers tiers of cable television programming: a basic programming tier (consisting generally of network, independent and public television signals available over-the-air), an "expanded basic" programming tier (consisting generally of satellite-delivered programming services with broad based viewership appealing to a wide variety of subscriber tastes), one or more specialty tiers (consisting of satellite-delivered programming, services tailored to particular niche subscriber groups such as the Sci-Fi Channel, Home & Garden, The Cartoon Network, American Movie Classics, ESPN2 and regional sports programming) and per channel and pay-per-view premium services purchased from content suppliers such as HBO, Cinemax and The Disney Channel.

In connection with the Acquisition, the Company has retained Time Warner under an exclusive arrangement to manage all of the Company's programming, except local programming, at rates which the Company believes will be favorable. Time Warner will have various contracts and arrangements to obtain basic, satellite and premium programming for the Systems from program suppliers, including, in limited circumstances, some broadcast stations, with compensation generally based on a fixed fee per customer or a percentage of the gross receipts for the particular service. Some program suppliers provide volume discount pricing structures and/or offer marketing support. Through Time Warner, the Company plans to have long-term programming contracts for the supply of a substantial amount of its programming. Such contracts generally will be for fixed periods of time ranging from one to five years and will be subject to negotiated renewal. The loss of contracts with certain programming suppliers could have a material adverse effect on the Company, its financial condition, prospects and debt service ability. In the event that the Company's arrangement with Time Warner is terminated, the Company expects it will be able to obtain other programming arrangements, although such arrangements may be at higher rates. This arrangement with Time Warner lasts only as long as Time Warner retains an equity interest in Holdings and Holdings holds all or substantially all of the Systems.

Cable programming costs are expected to continue to increase due to additional programming being provided to customers, inflationary increases and other factors. In 1996 and 1997, programming costs as a percentage of the System's revenues were approximately 20.1% and 20.5%, respectively and 20.0% and 21.0% for the three months ended March 31, 1997 and 1998, respectively. However, following the Acquisition, the Systems will lose certain programming discounts that were realized as a result of being part of a large MSO. See "Pro Forma Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Monthly customer rates for services offered by the Systems vary from market to market, primarily according to the amount of program offerings and costs of operations. As of January 1, 1998, the monthly basic service rates for residential customers for the Systems ranged from $5.20 to $11.00, per-channel premium service rates ranged from $7.95 to $11.95 and tier service rates ranged from $16.80 to $21.94. As of December 31, 1997, the weighted average price for the System's monthly full basic service rate was approximately $7.69. During January 1998, the Systems increased their subscription rates from $7.69 to $7.88, on a weighted average basis (excluding bulk subscribers) for basic service, and from $17.33 to $20.28, on a weighted average basis, for CPST. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Developments."

CUSTOMER SERVICE AND MARKETING

The Company emphasizes the importance of excellent customer service, which it believes is critical to the successful operation of its business. The Company intends to implement business approaches which permit it to provide high-quality locally focused service to each community served. The Company believes that a system-by-system, decentralized approach to operations is required as each area served has distinct characteristics such as

demographics, economic diversity and geographic setting. The Company's local management will strive to become an integral part of the communities served. These efforts will enable the Company periodically to adjust its local service offerings to meet the needs of a particular community.

In the communities it will serve, the Company believes that many customers prefer to personally visit the local office to pay their bills or ask questions about their service. As a result, the Company intends to maintain conveniently accessible local offices in many of its service areas. The Systems' local staff, typically native to the areas they serve, are familiar with the community's customer base. The Company believes that this combination of local offices and local staffing will allow the Company to provide a high level of customer service. Additionally, the Company believes familiarity with its communities will allow it to customize its menu of services and respective pricing to provide its customers with products that are both diverse and affordable.

The Company will operate under a quality assurance program which stresses responsibility and reliability among employees at all levels, and treats each customer's concerns individually. To monitor the performance of its Systems and the quality of its customer service, the Company will measure eleven criteria on a weekly, and in some cases, daily basis. These criteria are: service call response times, service call-to-total customers ratio, installation response time, repeat service calls, new-customer service calls, average outage duration, picture quality, occurrence of all-telephone-trunks busy per measurement period, telephone answer rate and response time to customer correspondence. The Company will also use market research tools to gauge its performance and customer satisfaction and to tailor its local service offerings to the particular community. Management believes that its focus on system operations and customer service will increase subscriber penetration, revenues and cash flow margins.

The Company will aggressively market and promote its cable television services with the objective of adding and retaining customers and increasing subscriber revenue. The Company will actively market its basic and premium program packages through a number of coordinated marketing techniques, including: (i) door-to-door sales and subscriber audit programs; (ii) direct mail for basic and upgrade acquisition campaigns; (iii) monthly subscriber statement inserts; (iv) local newspaper and broadcast/radio advertising where population densities are sufficient to provide a reasonable cost per sale; and (v) cross-channel promotion of new services and pay-per-view movies and events.

FRANCHISES

Cable television companies operate under non-exclusive franchises granted by local authorities which are subject to renewal and renegotiation from time to time. These franchises typically contain many conditions, including: (i) time limitations on commencement and completion of construction; (ii) conditions of service including customer response requests, technical standards, compliance with FCC regulations and the provision of free service to schools and certain other public institutions; and (iii) the maintenance of insurance and indemnity bonds. Certain provisions of local franchises are subject to federal regulation under the 1984 Cable Act, the 1992 Cable Act and the 1996 Telecom Act.

As of March 31, 1998, the Systems held 46 franchises in the aggregate. These franchises, all of which are non-exclusive, generally provide for the payment of fees to the issuing authority. The Company's franchise fees typically range from 3.0% to 5.0% of "revenue" (as defined in each franchise agreement). For the past three years, franchise fee payments made by the Systems have averaged approximately 3.7% of total gross System revenue. Franchise fees are generally passed directly through to the customers on their monthly bills. General business or utility taxes may also be imposed in various jurisdictions. As amended by the 1996 Telecom Act, the 1984 Cable Act prohibits franchising authorities from imposing franchise fees in excess of 5% of gross revenue derived from the operation of a cable television system to provide cable services and also permits the cable operator to seek renegotiation and modification of franchise requirements if warranted by changed circumstances. Most of the Company's franchises can be terminated prior to their stated expirations for uncured breaches of material provisions. See "Legislation and Regulation."

The following table sets forth for the Systems the number of franchises by year of franchise expiration and the number of basic subscribers and percentage of the Systems' basic subscribers as of December 31, 1997:

YEAR OF FRANCHISE EXPIRATION	NUMBER OF FRANCHISES	PERCENTAGE OF TOTAL FRANCHISES	NUMBER OF BASIC SUBSCRIBERS	PERCENTAGE OF SYSTEMS' BASIC SUBSCRIBERS
Prior to 2000	1	2.2%	3,803	3.0%
2000--2004	15	32.6%	52,745	41.7
2005--2008	18	39.1%	44,152	34.9
2009 and after	12	26.1%	25,858	20.4
Total	46	100.0%	126,558	100.0%

The Company believes that the Systems have good relationships with their respective franchising authorities. However, renewals or extensions of franchises may result in more rigorous franchise requirements.

The 1984 Cable Act provides for, among other things, procedural and substantive safeguards for cable operators and creates an orderly franchise renewal process in which renewal of franchise licenses issued by governmental authorities cannot be unreasonably withheld, or, if renewal is withheld and the franchise authority acquires ownership of the system or effects a transfer of the system to another person, such franchise authority or other person must pay the operator either: (i) the "fair market value" (without value assigned to the franchise) for the system if the franchise was granted after the effective date of the 1984 Cable Act (December 1984) or the franchise was pre-existing but the franchise agreement did not provide a buyout or (ii) the price set in franchise agreements predating the 1984 Cable Act. In addition, the 1984 Cable Act established comprehensive renewal procedures which require that an incumbent franchisee's renewal application be assessed on its own merits and not as part of a comparative process with competing applications. See "Legislation and Regulation."

The 1984 Cable Act also establishes buyout rates in the event the franchise is terminated "for cause" and the franchise authority desires to acquire the system. For franchises which post-date the existence of the 1984 Cable Act or pre-date the 1984 Cable Act but do not specify buyout terms, the franchise authority must pay the operator an "equitable" price. To date, none of the System's franchises has been terminated.

The 1992 Cable Act prohibits the award of exclusive franchises, prohibits franchising authorities from unreasonably refusing to award additional franchises and permits them to operate cable systems themselves without franchises. The 1996 Telecom Act provides that no state or local laws or regulations may prohibit or have the effect of prohibiting any entity from providing any interstate or intrastate telecommunications service. State and local authorities retain authority to manage the public rights of way and "competitively neutral" requirements concerning right of way fees, universal service, public safety and welfare, service quality and consumer protection are permitted with respect to telecommunications services. See "Risk Factors--Non-Exclusive Franchises; Non-Renewal or Termination of Franchises" and "Legislation and Regulation."

COMPETITION

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

Cable television systems generally operate pursuant to franchises granted on a nonexclusive basis. The 1992 Cable Act prohibits franchising authorities from unreasonably denying requests for additional franchises and

permits franchising authorities to operate cable television systems. See "Legislation and Regulation." It is possible that a franchising authority might grant a franchise to another company containing terms and conditions more favorable than those afforded the Company. Well-financed businesses from outside the cable industry (such as the public utilities that own the poles to which cable is attached) may become competitors for franchises or providers of competing services. See "Legislation and Regulation." Currently, the Systems' principal competitors for receiving and distributing television signals in the areas they serve are off-air television broadcast programming, home satellite dish earth stations ("HSDS") and DBS, although other cable television systems operate in other non-overlapping areas of the Company's franchise areas. See "Risk Factors--Significant Competition in the Cable Television Industry."

The 1992 Cable Act contains provisions, which the FCC implemented with regulations, to enhance the ability of cable competitors to purchase and make available to HSDS owners certain satellite-delivered cable programming at competitive costs. The 1996 Telecom Act prohibits certain local restrictions that impair a viewer's ability to receive video programming services using HSDS and over-the-air antennae, and the FCC adopted regulations implementing this provision that preempt certain local restrictions on satellite and over-the-air antenna reception of video programming services, including zoning, land-use or building regulations, or any private covenant, homeowners' association rule or similar restriction on property within the exclusive use or control of the antenna user.

Cable operators also face competition from private satellite master antenna television ("SMATV") systems that serve condominiums, apartment and office complexes and private residential developments. The 1996 Telecom Act broadens the definition of SMATV systems not subject to regulation as a franchised cable television system, and the FCC recently revised its cable inside wiring rules to provide a more specific procedure for the disposition of internal cable wiring that belongs to an incumbent cable operator that is forced to terminate its cable services in a multiple dwelling unit ("MDU") building by the building owner. SMATV systems offer both improved reception of local television stations and many of the same satellite-delivered program services offered by franchised cable television systems. SMATV operators often enter into exclusive agreements with building owners or homeowners' associations. Although some states have enacted laws that authorize franchised cable operators access to such private complexes, Louisiana, Mississippi and Tennessee have not. These laws have been challenged in the courts with varying results. In addition, some companies are developing and/or offering to these private residential and commercial developments packages of telephony, data and video services. The ability of the Company to compete for customers in residential and commercial developments served by SMATV operators is uncertain.

The FCC and the Congress have adopted policies providing a more favorable operating environment for new and existing technologies that provide, or have the potential to provide, substantial competition to cable television systems. These technologies include, among others, DBS service, whereby signals are transmitted by satellite to receiving facilities located on customer premises. Programming is currently available to the owners of DBS dishes through conventional, medium and high-powered satellites. DBS systems are increasing channel capacity and are providing movies, broadcast stations, and other program services comparable to those of cable television systems. Currently, Primestar Partners (a consortium comprised of cable operators and a satellite company), DirecTV and EchoStar Communications Corp. ("EchoStar") are providing nationwide DBS services, with each company offering in excess of 100 channels of video programming to subscribers. There are other companies that are currently providing or are planning to provide domestic DBS services. American Sky Broadcasting ("ASkyB"), a joint venture between MCI Communications Corp. ("MCI") and The News Corporation Limited ("News Corp."), is currently developing high-power DBS services. Primestar, News Corp., MCI and ASkyB recently announced several agreements in which News Corp., MCI and ASkyB will sell to Primestar two satellites under construction and MCI will assign to Primestar (subject to various governmental approvals) an FCC DBS license. The satellites to be sold to Primestar, when operational, are expected to be capable of providing approximately 200 channels of DBS service in the United States. In 1997, the Primestar partners announced an agreement to consolidate their DBS assets into a new company. DBS providers provide significant competition to cable service providers, including the Company.

Digital satellite service ("DSS") offered by DBS systems currently has certain advantages over cable systems with respect to programming and digital quality, as well as disadvantages that include high up-front costs and a lack of local programming, service and equipment distribution. Presently satellite program providers are only authorized to provide the signals of television network stations to subscribers who live in areas where over-the-air reception of such signals cannot be received. EchoStar recently announced plans to offer some local television signals in a limited number of markets. Efforts are underway at the United States Copyright Office and in Congress to ensure that such offerings are permissible under the Copyright law. Legislation recently was introduced in Congress which would permit DBS operators to rebroadcast local television signals upon compliance with certain requirements, including market-specific must-carry requirements and compliance with programming black-out obligations. The ability to provide local broadcast signals in DBS program packages would provide substantial competition to the cable television industry. The Company cannot predict whether such legislation will be passed, or the effect that it will have on the Company's business. While DSS presents a competitive threat, the Company currently has excess channel capacity available in most of its systems, as well as strong local customer service and technical support, which will enhance its ability to compete. By selectively increasing channel capacities of systems to between 78 and 110 channels and introducing new premium channels, pay-per-view and other services, the Company will seek to maintain programming parity with DSS and competitive service price points. The Company will continue to monitor closely the activity level and the product and service needs of its customer base to counter potential erosion of its market position or unit growth to DSS.

Cable television systems also compete with wireless program distribution services such as MMDS, which uses low power microwave frequencies to transmit video programming over the air to customers. Additionally, the FCC recently adopted new regulations allocating frequencies in the 28 GHz band for a new multichannel wireless video service called Local Multipoint Distribution Service that is similar to MMDS, and the FCC initiated spectrum auctions for LMDS licenses in February 1998. Wireless distribution services generally provide many of the programming services provided by cable systems, and digital compression technology is likely to increase significantly the channel capacity of such wireless systems. Because MMDS and LMDS service requires unobstructed "line of sight" transmission paths, the ability of MMDS systems to compete may be hampered in some areas by physical terrain and large buildings. The Company is not aware of any significant MMDS operation currently within its cable franchise service areas.

The 1996 Telecom Act makes it easier for local exchange carriers ("LECs") and others to provide a wide variety of video services competitive with services provided by cable systems and to provide cable services directly to subscribers. Other new technologies, including Internet-based services, may become competitive with services that the Company may offer. See "Legislation and Regulation." Various LECs currently are providing video programming services within and outside their telephone service areas through a variety of distribution methods, including both the deployment of broadband wire facilities and the use of wireless transmission facilities. LECs also provide access to interactive online computer services using conventional or integrated service digital network ("ISDN") modems. Cable television systems could be placed at a competitive disadvantage if the delivery of video programming and interactive online computer services by LECs becomes widespread, since LECs are not required, under certain circumstances, to obtain local franchises to deliver such services or to comply with the variety of obligations imposed upon cable television systems under such franchises. Issues of cross-subsidization by LECs of video and telephony services also pose strategic disadvantages for cable operators seeking to compete with LECs that provide video services. The Company cannot predict the likelihood of success of video service ventures by LECs or the impact on the Company of such competitive ventures.

LECs and other companies provide facilities for the transmission and distribution to homes and businesses of interactive computer-based services, including Internet access, as well as data and other non-video services. The Company is planning to market high-speed Internet access and data transmission in certain areas served by its cable systems. The high-speed cable modems that will be used by the Company are capable of providing access to interactive online information services, including the Internet, at faster speeds than that of conventional or ISDN modems used by other service providers. Competitors in this area may include LECs, Internet service providers, long distance carriers, satellite companies, public utilities and others, many of whom have more substantial financial resources than the Company. Several LECs recently requested the FCC to fully deregulate

packet-switched networks to allow the provision of high-speed broadband services without regard to present LATA boundaries and other regulatory restrictions. Regardless of whether this request is granted, the Company expects that competition in the interactive online services area will be significant. The Company cannot predict the likelihood of success of the broadband services offered by the Company's competitors or the impact on the Company of such competitive ventures.

The 1996 Telecom Act directed the FCC to establish, and the FCC has adopted, regulations and policies for the issuance of licenses for digital television ("DTV") to incumbent television broadcast licensees. DTV is expected to deliver high definition television pictures, multiple digital-quality program streams, as well as CD-quality audio programming and advanced digital services, such as data transfer or subscription video. The FCC also has authorized television broadcast stations to transmit textual and graphic information useful both to consumers and businesses. The FCC also permits commercial and noncommercial FM stations to use their subcarrier frequencies to provide nonbroadcast services including data transmissions. The FCC established an over-the-air Interactive Video and Data Service that will permit two-way interaction with commercial and educational programming along with informational and data services.

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

EMPLOYEES

The Company has 181 full-time employees and 8 part-time employees, none of whom are represented by a labor union on the date hereof.

PROPERTIES

A cable television system consists of three principal operating components. The first component, known as the headend, receives television, radio and information signals generally by means of special antennas and satellite earth stations. The second component, the distribution network, which originates at the headend and extends throughout the system's service area, consists of microwave relays, coaxial or fiber optic cables and associated electronic equipment placed on utility poles or buried underground. The third component of the system is a "drop cable," which extends from the distribution network into each customer's home and connects the distribution system to the customer's television set. An additional component used in certain systems is the home terminal device, or converter/descrambler, that expands channel capacity to permit reception of more than twelve channels of programming on a non-cable ready television set and permits the operator to control the reception of program offerings by subscribers.

The Company's principal physical assets consist of cable television systems, including signal-receiving, encoding and decoding apparatus, headends, distribution systems and subscriber house drop equipment for each of the Systems. The signal receiving apparatus typically includes a tower, antennas, ancillary electronic equipment and earth stations for reception of satellite signals. Headends, consisting of associated electronic equipment necessary for the reception, amplification and modulation of signals, typically are located near the receiving devices. The Company's distribution systems consist primarily of coaxial cable, fiber optic cable and related electronic equipment. As upgrades are completed, the Systems will continue to incorporate fiber optic cable. Subscriber equipment consists of house drops, converters/descramblers and, in some cases, traps. The Company owns its distribution systems, various office fixtures, test equipment and certain service vehicles. The physical components of the Systems require maintenance and periodic upgrading to keep pace with technological advances.

The Company's cables are generally attached to utility poles under pole rental agreements with local public utilities, although in some areas the distribution cable is buried in trenches or placed in underground ducts. The

FCC regulates most pole attachment rates under the Federal Pole Attachment Act although in certain cases attachment rates are regulated by state law.

The Company owns or leases 27 parcels of real property for signal reception sites (antenna towers and headends), microwave complexes and business offices. The Company believes that its properties, both owned and leased, are in good condition and are suitable and adequate for the Company's business operations as presently conducted.

LEGAL PROCEEDINGS

As of the date hereof, the Company is not a party to any litigation proceedings. The Systems are subject to certain litigation proceedings incidental to their businesses. Pursuant to the Asset Purchase Agreement, the Company did not assume any liabilities related to litigation commenced on or prior to the Acquisition Date, and Time Warner has agreed to indemnify the Company from and against any such liabilities, subject to the terms and provisions of the Asset Purchase Agreement. See "The Company--Asset Purchase Agreement." The Company's management believes that the outcome of all pending legal proceedings will not, individually or in the aggregate, have a material adverse effect on the Company's business, results of operations or financial condition.

LEGISLATION AND REGULATION

The cable television industry currently is regulated by the FCC and certain state and local governments. In addition, legislative and regulatory proposals under consideration by the Congress and federal agencies may materially affect the cable television industry.

The Cable Acts and the 1996 Telecom Act amended the Communications Act and established a national policy to guide the development and regulation of cable television systems. The 1996 Telecom Act, which became effective in February 1996, was the most comprehensive reform of the nation's telecommunications laws since the Communications Act. Although the long term goal of the 1996 Telecom Act is to promote competition and decrease regulation of various communications industries, in the short term, the law delegates to the FCC (and in some cases to the states) broad new rulemaking authority. Principal responsibility for implementing the policies of the Cable Acts and the 1996 Telecom Act is allocated between the FCC and state or local franchising authorities. The FCC and state regulatory agencies are required to conduct numerous rulemaking and regulatory proceedings to implement the 1996 Telecom Act and such proceedings may materially affect the cable television industry. The following is a summary of federal laws and regulations materially affecting the growth and operation of the cable television industry and a description of certain state and local laws.

THE COMMUNICATIONS ACT AND FCC REGULATIONS

Rate Regulation

The 1992 Cable Act authorized rate regulation for certain cable communications services and equipment in communities that are not subject to "effective competition" as defined by federal law. Most cable television systems are now subject to rate regulation for basic cable service and equipment by local officials under the oversight of the FCC which prescribed detailed guidelines for such rate regulation. The 1992 Cable Act also required the FCC to resolve complaints about rates for nonbasic cable programming services (other than programming offered on a per channel or per program basis) and to reduce any such rates found to be unreasonable. The 1996 Telecom Act eliminates the right of individual customers to file rate complaints with the FCC concerning certain CPSTs and requires the FCC to issue a final order within 90 days after receipt of CPST rate complaints filed by any franchising authority after the date of enactment of the 1996 Telecom Act. The 1992 Cable Act limits the ability of cable television systems to raise rates for basic and certain cable programming services (collectively, the "Regulated Services"). Cable services offered on a per channel (a la carte) or per program (pay-per-view) basis are not subject to rate regulation by either local franchising authorities or the FCC.

The 1996 Telecom Act deregulates rates for CPSTs after March 31, 1999 for most MSOs and, for certain small cable operators, immediately eliminates rate regulation of CPSTs and, in certain circumstances, basic services and equipment. Deregulation will occur sooner for systems in markets where comparable video programming services, other than DBS, are offered by local telephone companies, or their affiliates, or by third parties using the local telephone company's facilities, or where "effective competition" is established under the 1992 Cable Act. The 1996 Telecom Act also modifies the uniform rate provisions of the 1992 Cable Act by prohibiting regulation of non-predatory bulk discount rates offered to subscribers in commercial and residential developments and permits regulated equipment rates to be computed by aggregating costs of broad categories of equipment at the franchise, system, regional or company level. The FCC and Congress continue to be concerned that cable rates are rising too rapidly. The FCC has begun to explore ways of addressing this issue, and a bill was recently introduced in Congress which would repeal the deregulation of CPSTs now scheduled for March 1999.

The FCC's regulations govern rates that may be charged to subscribers for Regulated Services. The FCC uses a benchmark methodology as the principal method of regulating rates for Regulated Services. Cable operators may also justify rates using a cost-of-service methodology. The FCC has also adopted comprehensive and restrictive regulations allowing operators to modify their regulated rates on a quarterly or annual basis using various methodologies that account for changes in the number of regulated channels, inflation, and increases in certain external costs, such as franchise and other governmental fees, copyright and retransmission consent fees, taxes, programming fees and franchise related obligations. The FCC's regulations also permit cable operators to create new programming packages, called new product tiers ("NPTs"), that are not subject to rate regulation upon compliance with certain conditions, including affirmatively marketing NPT services and adding to an NPT only new services which had not been previously carried by the system in the past two years, among other conditions. The Company cannot predict whether the FCC will modify these comprehensive regulations in the future.

The 1996 Telecom Act provides for the deregulation of the CPST of certain cable systems owned by "small cable operators." Among other requirements, an eligible small operator is one which does not serve, directly or through an affiliate, one percent or more of cable subscribers nationwide and is not affiliated with any entity or entities whose gross annual revenues aggregate more than $250,000,000. The Company will not be eligible for small cable operator status under the 1996 Telecom Act because the Morgan Stanley Entities own more than 20% of the Company and those investors and their affiliated companies have aggregated revenues in excess of $250,000,000.

In addition to rate deregulation for certain small cable operators under the 1996 Telecom Act, the FCC adopted regulations in June 1995 ("Small System Regulations") pursuant to the 1992 Cable Act that were designed to reduce the substantive and procedural burdens of rate regulation on "small cable systems." For purposes of these FCC regulations, a "small cable system" is a system serving 15,000 or fewer subscribers that is owned by or affiliated with a cable company which serves, in the aggregate, 400,000 or fewer subscribers. Under the FCC's Small System Regulations, qualifying systems may justify their regulated service and equipment rates using a simplified cost-of-service formula. The regulatory benefits accruing to qualified small cable systems under certain circumstances remain effective even if such systems are later acquired by a larger cable operator that serves in excess of 400,000 subscribers. Various franchising authorities and municipal groups have requested the FCC to reconsider its Small System Regulations. Renaissance Media's assumption of Time Warner's Social Contract precludes such exemption from rate regulation for systems that serve 15,000 or fewer subscribers, but ameliorates the effect of such preclusion by permitting the Company to benefit from automatic rate adjustments during the term of the Social Contact for all of the Systems acquired from Time Warner. The Company will have the right to increase monthly CPST rates by $1.00 during each year of the Social Contact above other permissible increases resulting from inflation and so-called "external costs."

Franchising authorities are empowered to regulate the rates charged for additional outlets and for the installation, lease and sale of equipment used by customers to receive the basic service tier, such as converter boxes and remote control units. The FCC's rules require franchising authorities to regulate these rates on the

basis of actual cost plus a reasonable profit as defined by the FCC. The FCC's regulations permit operators to compute regulated equipment rates by aggregating costs of broad categories of equipment at the franchise, system, regional or company level.

Cable operators required to reduce rates may also be required to refund overcharges with interest. Rate reductions will not be required where a cable operator can demonstrate that rates for Regulated Services are reasonable using the FCC's cost-of-service rate regulations which require, among other things, the exclusion of 34% of system acquisition costs related to intangible and tangible assets used to provide Regulated Services. The FCC's cost-of-service regulations contain a rebuttable presumption of an industry-wide 11.25% after-tax rate of return on an operator's allowable rate base, but the FCC has initiated a further rulemaking in which it proposes to use an operator's actual debt cost and capital structure to determine an operator's cost of capital or rate of return.

"Anti-Buy Through" Provisions

The 1992 Cable Act also requires cable systems to permit customers to purchase video programming offered by the operator on a per channel or a per program basis without the necessity of subscribing to any tier of service, other than the basic service tier, unless the system's lack of addressable converter boxes or other technological limitations does not permit it to do so. The statutory exemption for cable systems that do not have the technological capacity to offer programming in the manner required by the statute is available until a system obtains such capability, but not later than December 2002. The FCC may waive such time periods, if deemed necessary. Most of the Company's cable systems do not have the technological capability to offer programming in the manner required by the statute and currently are exempt from complying with the requirement.

Must Carry/Retransmission Consent

The 1992 Cable Act contains broadcast signal carriage requirements that allow local commercial television broadcast stations to elect once every three years to require a cable system to carry the station, subject to certain exceptions, or to negotiate for "retransmission consent" to carry the station. A cable system generally is required to devote up to one-third of its activated channel capacity for the carriage of local commercial television stations whether pursuant to the mandatory carriage or retransmission consent requirements of the 1992 Cable Act. Local noncommercial television stations are also given mandatory carriage rights; however, such stations are not given the option to negotiate retransmission consent for the carriage of their signals by cable systems. Additionally, cable systems are required to obtain retransmission consent for all "distant" commercial television stations (except for commercial satellite-delivered independent "superstations" such as WGN), commercial radio stations and certain low power television stations carried by such systems after October 1993. In March 1997, the U.S. Supreme Court affirmed a three-judge district court decision upholding the constitutional validity of the 1992 Cable Act's mandatory signal carriage requirements. The FCC will conduct a rulemaking in the future to consider the requirements, if any, for mandatory carriage of DTV signals. The Company cannot predict the ultimate outcome of such a rulemaking or the impact of new carriage requirements on the Company or its business. As a result of the mandatory carriage rules, some of the Systems have been required to carry television broadcast stations that otherwise would not have been carried and may be required to displace possibly more attractive programming. The retransmission consent rules have resulted in the deletion of certain local and distant television broadcast stations which various Systems were carrying. To the extent retransmission consent fees must be paid for the continued carriage of certain television stations, the Company's cost of doing business will increase with no assurance that such fees can be recovered through rate increases.

Designated Channels

The Communications Act permits franchising authorities to require cable operators to set aside certain channels for public, educational and governmental access programming. Federal law also requires a cable system with 36 or more activated channels to designate a portion of its channel capacity for commercial leased access by third parties to provide programming that may compete with services offered by the cable operator. The U.S.

Supreme Court has upheld the statutory right of cable operators to prohibit or limit the provision of indecent or obscene programming on commercial leased access channels. The FCC has adopted rules regulating: (i) the maximum reasonable rate a cable operator may charge for commercial use of the designated channel capacity; (ii) the terms and conditions for commercial use of such channels; and (iii) the procedures for the expedited resolution of disputes concerning rates or commercial use of the designated channel capacity.

Franchise Procedures

The 1984 Cable Act affirms the right of franchising authorities (state or local, depending on the practice in individual states) to award one or more franchises within their jurisdictions and prohibits non-grandfathered cable systems from operating without a franchise in such jurisdictions. The 1992 Cable Act encourages competition with existing cable systems by (i) allowing municipalities to operate their own cable systems without franchises, (ii) preventing franchising authorities from granting exclusive franchises or unreasonably refusing to award additional franchises covering an existing cable system's service area, and (iii) prohibiting (with limited exceptions) the common ownership of cable systems and co-located MMDS or SMATV systems. In January 1995, the FCC relaxed its restrictions on ownership of SMATV systems to permit a cable operator to acquire SMATV systems in the operator's existing franchise area so long as the programming services provided through the SMATV system are offered according to the terms and conditions of the cable operator's local franchise agreement. The 1996 Telecom Act provides that the cable/SMATV and cable/MMDS cross-ownership rules do not apply in any franchise area where the cable operator faces "effective competition" as defined by federal law. The 1996 Telecom Act also permits local telephone companies to provide video programming services as traditional cable operators with local franchises.

The 1984 Cable Act also provides that in granting or renewing franchises, local authorities may establish requirements for cable-related facilities and equipment, but not for video programming or information services other than in broad categories. The 1984 Cable Act limits franchise fees to 5% of cable system revenue derived from the provision of cable services and permits cable operators to obtain modification of franchise requirements by the franchising authority or judicial action if warranted by changed circumstances. The Company's franchises typically provide for payment of fees to franchising authorities in the range of 3% to 5% of "revenue" (as defined by each franchise agreement). Recently, a federal appellate court held that a cable operator's gross revenue includes all revenue received from subscribers, without deduction, and overturned an FCC order which had held that a cable operator's gross revenue does not include money collected from subscribers that is allocated to pay local franchise fees. The 1996 Telecom Act generally prohibits franchising authorities from: (i) imposing requirements in the cable franchising process that require, prohibit or restrict the provision of telecommunications services by an operator; (ii) imposing franchise fees on revenue derived by the operator from providing telecommunications services over its cable system; or (iii) restricting an operator's use of any type of subscriber equipment or transmission technology.

The 1984 Cable Act provides for, among other things, procedural and substantive safeguards for cable operators and creates an orderly franchise renewal process in which renewal of franchise licenses issued by governmental authorities cannot be unreasonably withheld, or, if renewal is withheld and the franchise authority acquires ownership of the system or effects a transfer of the system to another person, such franchise authority or other person must pay the operator either: (i) the "fair market value" (without value assigned to the franchise) for the system if the franchise was granted after the effective date of the 1984 Cable Act (December 1984) or the franchise was pre-existing but the franchise agreement did not provide a buyout or (ii) the price set in franchise agreements predating the 1984 Cable Act. In addition, the 1984 Cable Act established comprehensive renewal procedures which require that an incumbent franchisee's renewal application be assessed on its own merits and not as part of a comparative process with competing applications. The 1984 Cable Act also establishes buyout rates in the event the franchise is terminated "for cause" and the franchise authority desires to acquire the system. For franchises which post-date the existence of the 1984 Cable Act or pre-date the 1984 Cable Act but do not specify buyout terms, the franchise authority must pay the operator an "equitable" price. As amended by the 1996 Telecom Act, the 1984 Cable Act permits the cable operator to seek renegotiation and modification of franchise requirements if warranted by changed circumstances.

The 1992 Cable Act made several changes to the renewal process which could make it easier for a franchising authority to deny renewal. Moreover, even if the franchise is renewed, the franchising authority may seek to impose new and more onerous requirements such as significant upgrades in facilities and services or increased franchise fees as a condition of renewal. Similarly, if a franchising authority's consent is required for the purchase or sale of a cable system or franchise, such authority may attempt to impose more burdensome or onerous franchise requirements in connection with a request for such consent. Historically, franchises have been renewed for cable operators that have provided satisfactory services and have complied with the terms of their franchises. Most of the Company's franchises can be terminated prior to their stated expirations for uncured breaches of material provisions.

Various courts have considered whether franchising authorities have the legal right to limit franchise awards to a single cable operator and to impose certain substantive franchise requirements (i.e., access channels, universal service and other technical requirements). These decisions have been somewhat inconsistent and, until the U.S. Supreme Court rules definitively on the scope of cable operators' First Amendment protections, the legality of the franchising process generally and of various specific franchise requirements is likely to be in a state of flux.

Ownership Limitations

Pursuant to the 1992 Cable Act, the FCC adopted rules prescribing national customer limits and limits on the number of channels that can be occupied on a cable system by a video programmer in which the cable operator has an attributable interest. The FCC's horizontal ownership limits have been stayed because a federal district court found the statutory limitation to be unconstitutional. An appeal of that decision is pending and has been consolidated with an appeal of the FCC's regulations which implemented the national customer and channel limitation provisions of the 1992 Cable Act. The 1996 Telecom Act eliminates the statutory prohibition on the common ownership, operation or control of a cable system and a television broadcast station in the same service area and directs the FCC to eliminate its regulatory restrictions on cross-ownership of cable systems and national broadcasting networks and to review its broadcast-cable ownership restrictions to determine if they are necessary in the public interest. Pursuant to the mandate of the 1996 Telecom Act, the FCC eliminated its regulatory restriction on cross-ownership of cable systems and national broadcasting networks. In March 1998, the FCC initiated a rulemaking proceeding to determine whether the cable television/broadcast cross-ownership ban is necessary and in the public interest or should be eliminated.

Telephone Company Ownership of Cable Systems

The 1996 Telecom Act makes far-reaching changes in the regulation of telephone companies that provide video programming services. The new law eliminates federal legal barriers to competition in the local telephone and cable communications businesses, preempts legal barriers to competition that previously existed in state and local laws and regulation and sets basic standards for relationships between telecommunications providers. The 1996 Telecom Act eliminates the requirement that LECs obtain FCC approval under Section 214 of the Communications Act before providing video services in their telephone service areas and removes the statutory telephone company/cable television cross-ownership prohibition, thereby allowing LECs to offer video services in their telephone service areas. LECs may provide service as traditional cable operators with local franchises or they may opt to provide their programming over unfranchised "open video systems," subject to certain conditions, including, but not limited to, setting aside a portion of their channel capacity for use by unaffiliated program distributors on a non-discriminatory basis.

The 1996 Telecom Act generally limits acquisitions and prohibits certain joint ventures between LECs and cable operators in the same market. There are some statutory exceptions to the buy-out and joint venture prohibitions, including exceptions for certain small cable systems (as defined by federal law) and for cable

systems or telephone facilities serving certain rural areas, and the FCC is authorized to grant waivers of the prohibitions under certain circumstances. The FCC adopted regulations implementing the 1996 Telecom Act requirement that LECs open their telephone networks to competition by providing competitors interconnection, access to unbundled network elements and retail services at wholesale rates. Numerous parties appealed these regulations. The U.S. Court of Appeals for the Eighth Circuit, where the appeals were consolidated, recently vacated key portions of the FCC's regulations, including the FCC's pricing and nondiscrimination rules, and in January 1998, the United States Supreme Court agreed to review the lower court's decision. SBC Communications, Inc. also filed suit in Texas seeking to overturn the long distance entry provisions of the 1996 Telecom Act on constitutional grounds and obtained a favorable decision from the U.S. District Court in Wichita Falls, Texas. This decision has been stayed pending appeal. The ultimate outcome of the litigation and the FCC's rulemakings, and the ultimate impact of the 1996 Telecom Act or any final regulations adopted pursuant to the new law on the Company or its business cannot be determined at this time.

Pole Attachment

The Communications Act requires the FCC to regulate the rates, terms and conditions imposed by public utilities for cable systems' use of utility pole and conduit space unless state authorities can demonstrate that they adequately regulate pole attachment rates, as is the case in Louisiana. In the absence of state regulation, the FCC administers pole attachment rates through the use of a formula that it has devised. In some cases, utility companies have increased pole attachment fees for cable systems that have installed fiber optic cables and that are using such cables for the distribution of nonvideo services. The FCC concluded that, in the absence of state regulation, it has jurisdiction to determine whether utility companies have justified their demand for additional rental fees and that the Communications Act does not permit disparate rates based on the type of service provided over the equipment attached to the utility's pole. The 1996 Telecom Act and the FCC's implementing regulations modify the current pole attachment provisions of the Communications Act by immediately permitting certain providers of telecommunications services to rely upon the protections of the current law and by requiring that utilities provide cable systems and telecommunications carriers with nondiscriminatory access to any pole, conduit or right-of-way controlled by the utility. The FCC recently initiated a rulemaking to consider revisions to its existing rate formula, which revisions may increase the fees paid by cable operators to utilities for pole attachments and conduit space. Additionally, in February 1998, the FCC adopted new regulations to govern the charges for pole attachments used by companies providing telecommunications services, including cable operators. Several parties have requested the FCC to reconsider some provisions of its new regulations. These new pole attachment rate regulations will become effective five years after enactment of the 1996 Telecom Act, and any increase in attachment rates resulting from the FCC's new regulations will be phased in equal annual increments over a period of five years beginning on the effective date of the new FCC regulations. The ultimate outcome of these rulemakings and the ultimate impact of any revised FCC rate formula or of any new pole attachment rate regulations on the Company or its business cannot be determined at this time.

Other Statutory Provisions

The 1992 Cable Act, the 1996 Telecom Act and FCC regulations preclude a satellite video programmer affiliated with a cable company, or with a common carrier providing video programming directly to customers, from favoring an affiliated company over competitors and require such a programmer to sell its programming to other multichannel video distributors. These provisions limit the ability of cable program suppliers affiliated with cable companies or with common carriers providing satellite-delivered video programming directly to customers to offer exclusive programming arrangements to their affiliates. The 1992 Cable Act requires operators to block fully both the video and audio portion of sexually explicit or indecent programming on channels that are primarily dedicated to sexually oriented programming or, alternatively, to carry such programming only at "safe harbor" time periods currently defined by the FCC as the hours between 10 p.m. to 6 a.m. Several adult-oriented cable programmers have challenged the constitutionality of this statutory provision, but the U.S. Supreme Court recently refused to overturn a lower court's denial of a preliminary injunction motion seeking to enjoin the enforcement of this law. The 1996 Telecom Act also contains provisions regulating the content of video programming and computer services and specifically prohibits the use of computer services to transmit "indecent" material to minors. The United States Supreme Court has found these provisions unconstitutional to

the extent they regulated the transmission of indecent material. The Communications Act also includes provisions, among others, concerning horizontal and vertical ownership of cable systems, customer service, customer privacy, marketing practices, equal employment opportunity, technical standards, and consumer equipment compatibility.

Other FCC Regulations

The FCC has numerous rulemaking proceedings pending that will implement various provisions of the 1996 Telecom Act; it also has adopted regulations implementing various provisions of the 1992 Cable Act and the 1996 Telecom Act that are the subject of petitions requesting reconsideration of various aspects of its rulemaking proceedings. In addition to the FCC regulations noted above, there are other FCC regulations covering such areas as equal employment opportunity, syndicated program exclusivity, network program nonduplication, closed captioning of video programming, registration of cable systems, maintenance of various records and public inspection files, microwave frequency usage, lockbox availability, origination cablecasting and sponsorship identification, antenna structure notification, marking and lighting, carriage of local sports broadcast programming, application of rules governing political broadcasts, limitations on advertising contained in nonbroadcast children's programming, consumer protection and customer service, ownership of home wiring and MDU building inside wiring, indecent programming, programmer access to cable systems, programming agreements, technical standards and consumer electronics equipment compatibility. The FCC has the authority to enforce its regulations through the imposition of substantial fines, the issuance of cease and desist orders and/or the imposition of other administrative sanctions, such as the revocation of FCC licenses needed to operate certain transmission facilities often used in connection with cable operations.

The 1992 Cable Act, the 1996 Telecom Act and the FCC's rules implementing these statutory provisions generally have increased the administrative and operational expenses of cable systems and have resulted in additional regulatory oversight by the FCC and local franchise authorities. The Company will continue to develop strategies to minimize the adverse impact that the FCC's regulations and the other provisions of the 1992 Cable Act and the 1996 Telecom Act have on the Company's business. However, no assurances can be given that the Company will be able to develop and successfully implement such strategies to minimize the adverse impact of the FCC's rate regulations, the 1992 Cable Act or the 1996 Telecom Act on the Company's business.

THE SOCIAL CONTRACT

The Social Contract between Time Warner and the FCC, which became effective on January 1, 1996, resolved certain outstanding cable rate cases involving Time Warner that arose in connection with regulations promulgated by the FCC pursuant to the 1992 Cable Act. The Social Contract established parameters within which Time Warner and subsequent buyers of Time Warner's cable television systems might determine certain subscriber rates and maintain a high level of technical capacity in such systems. Among other obligations, Time Warner agreed to upgrade one-half of its systems to 550 MHz capacity and the balance to 750 MHz capacity within the term of the Social Contract of which at least 200 MHz is expected to be allocated to digital compression technology by January 1, 2001. In exchange, the Social Contract settled those certain outstanding rate cases and established a right of Time Warner to increase monthly CPST rates by an additional $1.00 per year above other permissible increases resulting from inflation and so-called "external costs" for the term of the Social Contract through the year 2000. The Social Contract provides that Time Warner may petition the FCC to modify or terminate the Social Contract based on any relevant change in applicable law, regulation or circumstance.

In connection with the Acquisition, the Company received the FCC's consent to the assignment of the Social Contract as it applies to the Systems. By assuming Time Warner's unsatisfied obligations with respect to the System, the Company will gain certain rate benefits described above. The principal remaining obligations of the Social Contract as they relate to the Systems will be to upgrade the Tennessee System, the St. Landry system and approximately one-half of the St. Tammany and Lafourche systems to 750 MHz capacities. The failure to comply with the Social Contract's upgrade requirements will subject the Company to refund liability under the

terms of the Social Contract. The Company is also required to ensure that at least 60% of new analog services in the Systems are added to the CPST and add at least 15 new channels on average (weighted by CPST subscribers) to the CPST of the Systems. The Company believes the upgrades are prudent both due to the competitive advantages to be gained by technologically advanced facilities and from the rate increases the Company will be permitted to implement.

COPYRIGHT

Cable systems are subject to federal copyright licensing covering carriage of television and radio broadcast signals. In exchange for filing certain reports and contributing a percentage of their revenue to a federal copyright royalty pool, cable operators can obtain blanket permission to retransmit copyrighted material on broadcast signals. The nature and amount of future payments for broadcast signal carriage cannot be predicted at this time. In a recent report to Congress, the Copyright Office recommended that Congress make major revisions of both the cable television and satellite compulsory licenses to make them as simple as possible to administer, to provide copyright owners with full compensation for the use of their works, and to treat every multichannel video delivery system the same, except to the extent that technological differences or differences in the regulatory burdens placed upon the delivery system justify different copyright treatment. The possible simplification, modification or elimination of the compulsory copyright license is the subject of continuing legislative review. The elimination or substantial modification of the cable compulsory license could adversely affect the Company's ability to obtain suitable programming and could substantially increase the cost of programming that remained available for distribution to the Company's customers. The Company cannot predict the outcome of this legislative activity.

Cable operators distribute programming and advertising that use music controlled by the two major music performing rights organizations, ASCAP and BMI. In October 1989, the special rate court of the U.S. District Court for the Southern District of New York imposed interim rates on the cable industry's use of ASCAP-controlled music. The same federal district court recently established a special rate court for BMI. BMI and certain cable industry representatives recently concluded negotiations for a standard licensing agreement covering the usage of BMI music contained in advertising and other information inserted by operators into cable programming and on certain local access and origination channels carried on cable systems. ASCAP and cable industry representatives have met to discuss the development of a standard licensing agreement covering ASCAP music in local origination and access channels and pay-per-view programming. Although the Company cannot predict the ultimate outcome of these industry negotiations or the amount of any license fees it may be required to pay for past and future use of ASCAP-controlled music, it does not believe such license fees will be material to the Company's operations.

STATE AND LOCAL REGULATION

Cable systems are subject to state and local regulation, typically imposed through the franchising process, because they use local streets and rights-of-way. Regulatory responsibility for essentially local aspects of the cable business such as franchisee selection, billing practices, system design and construction, and safety and consumer protection remains with either state or local officials and, in some jurisdictions, with both.

Cable systems generally are operated pursuant to nonexclusive franchises, permits or licenses granted by a municipality or other state or local government entity. Franchises generally are granted for fixed terms and in many cases are terminable if the franchisee fails to comply with material provisions. The terms and conditions of franchises vary materially from jurisdiction to jurisdiction. Each franchise generally contains provisions governing payment of franchise fees, franchise term, system construction and maintenance obligations, system channel capacity, design and technical performance, customer service standards, franchise renewal, sale or transfer of the franchise, territory of the franchisee, indemnification of the franchising authority, use and occupancy of public streets and types of cable services provided. A number of states subject cable systems to the jurisdiction of centralized state governmental agencies, some of which impose regulation of a character similar to that of a public utility. Attempts in other states to regulate cable systems are continuing and can be expected

to increase. To date, Louisiana, Mississippi and Tennessee have not enacted such state level regulation. However, a bill which was pending in the 1997 term of the Louisiana legislature and which provided for the certification and regulation of cable television systems by the PUC was not re-introduced in the 1998 term. The bill, if adopted, would have (i) allowed the PUC to void, order new rates or reduce rates found to be discriminatory or necessary to reflect adequate service; (ii) required that all cable television systems commencing or expanding service be franchised conditioned upon confirmation by the PUC; and (iii) provided the PUC with the authority to order construction, operation, or an extension of cable service on such terms and conditions as it deems reasonable where cable service has been unreasonably delayed or withheld. However, this bill could be re-introduced for the 1999 legislative session, which begins on the last Monday of March 1999. During its 1997-1998 session, the Tennessee legislature considered a bill which would authorize municipalities operating electric utility plants and electric cooperatives authorization to provide cable television and other services. A second bill which was also considered would authorize six pilot municipal electric systems to provide cable television and other services. Though the authorization will terminate on June 30, 2001, any system actually providing such services to customers as a pilot system prior to that date will be permitted to continue doing so indefinitely. Neither of these bills has been enacted by the Tennessee legislature. A bill which was pending in the Mississippi legislature and which would have prohibited landlords and condominium boards from preventing any tenant of a dwelling unit or condominium owner from procuring cable television service from a cable television system operating pursuant to a written franchise agreement with a municipality or county lapsed in the senate Public Utilities Committee on March 3, 1998. The Company cannot predict whether any of the states in which it currently operates will engage in such regulation in the future. State and local franchising jurisdiction is not unlimited, however, and must be exercised consistently with federal law. The 1992 Cable Act immunizes franchising authorities from monetary damage awards arising from regulation of cable systems or decisions made on franchise grants, renewals, transfers and amendments.

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

CERTAIN ORGANIZATIONAL DOCUMENTS

Holdings was formed under the laws of the State of Delaware on November 5, 1997, pursuant to a Limited Liability Company Agreement dated as of November 14, 1997, as amended (the "Holdings Operating Agreement"). Renaissance Media was formed under the laws of the State of Delaware on November 24, 1997 pursuant to a Limited Liability Company Agreement dated as of February 13, 1998 (the "Media Operating Agreement"). The Guarantor, Renaissance Louisiana and Renaissance Tennessee were formed under the laws of the State of Delaware on March 13, 1998, January 7, 1998 and January 7, 1998 pursuant to separate Limited Liability Company Agreements, each dated as of March 20, 1998 (collectively, together with the Media Operating Agreement, the "Group Operating Agreements"), and Renaissance Capital was incorporated under the laws of the State of Delaware on March 12, 1998. Holdings, the Guarantor, Renaissance Louisiana, Renaissance Tennessee and Renaissance Media are each governed by a Board of Representatives, and Renaissance Capital is governed by a Board of Directors. Pursuant to the Holdings Operating Agreement and the Media Operating Agreement, the Morgan Stanley Entities and the Management Investors each have the right to appoint three Representatives (only one of whom shall have the right to cast votes) to each of the Holdings Board of Representatives and the Renaissance Media Board of Representatives, and Time Warner has the right to appoint one Representative to each of the Holdings Board of Representatives and the Renaissance Media Board of Representatives. Representatives on such Boards who have the right to vote shall have the right to cast votes which are proportional to the respective equity ownership interests in Holdings of the entities which appointed them.

Each Representative or voting Representative is authorized to act only as directed by the appointing entity. The Boards of Representatives of Holdings and Renaissance Media will approve all significant actions taken by Holdings and Renaissance Media, respectively, including: (i) the modification of their respective long-term business strategy or scope; (ii) the approval of their respective capital and operating budgets and strategic plans; (iii) subject to certain conditions, the issuance of additional equity or the sale, repurchase or redemption of outstanding equity; and (iv) any financings or refinancings or other matters affecting Holdings' or Renaissance Media's capital structure, respectively. Subject to certain exceptions, the Management Investors and Time Warner may not transfer their interests in Holdings without prior approval of the Morgan Stanley Entities. Each of the Management Investors and Time Warner have certain tag-along rights and the Morgan Stanley Entities have certain drag-along rights with respect to any sale of equity interests in Holdings by the Morgan Stanley Entities.

Each of the Guarantor, Renaissance Louisiana, Renaissance Tennessee and Renaissance Capital is managed by a Board consisting of at least one individual, initially Fred Schulte.

BOARDS OF REPRESENTATIVES, BOARD OF DIRECTORS AND EXECUTIVE OFFICERS

The following table sets forth certain information concerning the members of the Boards of Representatives and executive officers of Holdings and Renaissance Media. See "Certain Organizational Documents." All persons specified as executive officers of Holdings and Renaissance Media also hold such offices with the Guarantor and the Obligors.

NAME	AGE (1)	POSITION
Fred Schulte	47	Representative and President, Chief Executive Officer and Chairman(2)
Rodney Cornelius	47	Representative and Vice Chairman
Michael J. Egan	45	Executive Vice President
Darlene Fedun	40	Executive Vice President
Mark Halpin	49	Representative, Executive Vice President, Chief Financial Officer and Treasurer
David L. Testa	49	Executive Vice President
Alan E. Goldberg	43	Representative
Michael M. Janson	50	Representative
Amy Rosen Wildstein	27	Representative
Glenn A. Britt	49	Representative

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(1) As of March 20, 1998.
(2) Also a Representative of the Guarantor, Renaissance Louisiana and Renaissance Tennessee and a Director of Renaissance Capital.

Fred Schulte, the President, Chief Executive Officer and Chairman, as well as a founder of the Company, founded Renaissance Media Partners, L.L.C., the predecessor of the Company ("RMP"), and has served as President since its formation in 1996. From 1980 until January 1996, Mr. Schulte held several key management positions, including Chief Operating Officer, at CVI. Mr. Schulte's 23-year career in the cable industry includes a number of field operations positions with several companies, although the majority of his career was at CVI. He has served as a Director of the Cable Television Association of New York from 1986 to 1990.

Rodney Cornelius, the Vice Chairman of Renaissance Media and a founder of the Company and RMP, has worked as a cable television industry consultant to RMP from January 1996 through November 1997 and previously served as the Vice Chairman of CVI and held several other key management positions at CVI from 1980 to 1995. Before joining CVI, Mr. Cornelius was the Chief Operating Officer of Robotics, Inc., and prior to that he spent ten years in public accounting.

Michael J. Egan, an Executive Vice President and a founder of the Company, is a founder of RMP and spent over 15 years at CVI in various senior management positions, most recently as Vice President of Programming and New Product Development. Mr. Egan is the recipient of several cable industry awards and was twice elected to the Board of Governors of the National Academy of Cable Programming.

Darlene Fedun, an Executive Vice President and a founder of the Company, is also a founding member of RMP. Prior to her association with RMP, Ms. Fedun served for 15 years in various marketing, sales and customer service functions at CVI, where she was a Vice President of Operations. Ms. Fedun is an active member of several cable industry groups including the Cable Television Administration and Marketing Society and the Cable Television Human Resource Association.

Mark Halpin, an Executive Vice President, Chief Financial Officer and Treasurer, as well as a founder of the Company and RMP, worked as a cable television industry consultant to RMP from January 1996 through

November, 1997 and previously was Executive Vice President for Administration at CVI since 1990. Mr. Halpin's professional career spans 18 years during which he worked in a wide variety of industries as a partner at Arthur Andersen, including being a member of Arthur Andersen's cable television industry committee. Mr. Halpin is a member of the AICPA and the Connecticut State Society of CPA's.

David Testa, an Executive Vice President, a founder of the Company and one of the founding members of RMP, served as a Vice President of CVI since 1987. Mr. Testa's career in the cable industry spans 18 years with Warner Cable, Teleprompter, Group W Cable and CVI. He has served on several national industry committees and was a Director of the Cable Television Association of New York.

Alan E. Goldberg, the Head of the Morgan Stanley Dean Witter Private Equity Group, has been a Managing Director of Morgan Stanley & Co. Incorporated since January 1988. Mr. Goldberg is a Managing Director of Morgan Stanley Capital Partners III, Inc., the general partner of the general partner of Morgan Stanley Capital Partners III, L.P. He also serves as director of Catalytica, Inc., Amerin Corporation, Jefferson Smurfit Corporation, Direct Response Corporation, Homeowners Direct Corporation, Equant, N.V. and several private companies.

Michael M. Janson, a Managing Director of Morgan Stanley & Co. Incorporated and of Morgan Stanley Capital Partners III, Inc., was previously a Managing Director in Morgan Stanley's Global High Yield Capital Markets Group prior to joining Morgan Stanley's Private Equity Group. He is also a director of Jefferson Smurfit Corporation and American Color Graphics Inc.

Amy Rosen Wildstein, an Associate of Morgan Stanley & Co. Incorporated and of Morgan Stanley Capital Partners III, Inc., has been employed by Morgan Stanley & Co. Incorporated since 1994. Ms. Wildstein was previously employed by the Blackstone Group. She is also a director of The Compucare Company.

Glenn A. Britt, the President of Time Warner Cable Ventures, was previously Executive Vice President, Time Warner Cable, since 1990. From 1988 Mr. Britt was a Vice President and Chief Financial Officer of Time Inc. until the merger of Time Inc. and Warner Communications Inc. and Senior Vice President and Treasurer of Time Warner Inc. from the date of such merger until 1990.

COMMITTEES OF THE BOARDS

The Board of Representatives of Holdings is expected to have an Audit Committee and a Compensation Committee, and the Board of Representatives of Renaissance Media is expected to have at least two committees: (i) an Audit Committee; and (ii) a Compensation Committee. The Audit Committees' primary responsibilities will be to review and recommend to the Board internal accounting and financial controls and the accounting principles and auditing practices and procedures to be employed in preparation and review of financial statements and to make recommendations concerning the engagement of independent public accountants and the scope of the audit to be undertaken by such accountants. The Compensation Committee's primary responsibilities will be to review and recommend policies, practices and procedures relating to the compensation of the officers and other managerial employees and the establishment and administration of employee benefit plans, including the Renaissance Media Executive Bonus Incentive Plan (the "Plan").

REPRESENTATIVE AND DIRECTOR COMPENSATION

Representatives and Directors will not receive any compensation for their services as Representatives/ Directors of Holdings, the Obligors, the Guarantor and Renaissance Media. Representatives and Directors will be reimbursed by the Company for their reasonable out-of-pocket expenses accrued in connection with acting as Representatives and Directors.

APPOINTMENT OF EXECUTIVE OFFICERS

Executive officers are appointed at the first meeting of the Boards of Representatives/Directors after each annual meeting of members/stockholders and are elected to serve until they resign or are removed, or are otherwise disqualified to serve, or until their successors are elected and qualified.

EXECUTIVE COMPENSATION

During 1998, Renaissance Media expects to pay Messrs. Schulte, Cornelius, Egan, Halpin and Testa and Ms. Fedun annual base salaries of $225,000, $225,000, $175,000, $175,000, $175,000 and $175,000, respectively. In addition, such executives will be eligible to receive bonuses if certain performance goals are met. See "--Executive Employment Arrangements" and "--Executive Bonus Incentive Plan."

EXECUTIVE EMPLOYMENT ARRANGEMENTS

Renaissance Media has entered into an employment agreement with each of the Management Investors. Each of the employment agreements provides for an annual base salary and an incentive bonus determined according to the Renaissance Media Executive Bonus Incentive Plan. Each agreement has an initial term of five years, except for that of Mr. Cornelius which has a one year initial term. The initial terms will automatically be extended if a sale of Renaissance Media is in process at the expiration of such term. Each employment agreement may be terminated by the Company with or without cause or upon an executive's continued disability. Each Management Investor may terminate the employment agreement with or without good reason, including for material reduction in position or responsibilities or termination of certain other executives by Renaissance Media, other than for cause, subject to certain exceptions. If an employment agreement is terminated by Renaissance Media without cause or by the Management Investor with good reason, Renaissance Media is obligated to pay the applicable Management Investor (other than Mr. Cornelius), subject to certain exceptions, any accrued unpaid base salary, any prior year bonus earned but not paid, a pro rata bonus for the year in which the termination occurs and severance for the remainder of the term of the agreement equal to the base salary and bonus at the annual rate for the year prior to the termination. It is anticipated that Mr. Cornelius will be entitled to one year severance payments upon his termination without cause or for good reason. In certain circumstances where Renaissance Media fails to meet certain financial targets, the term of severance may be limited to the lesser of the remainder of the employment term and two years. It is anticipated that Mr. Cornelius will be entitled to one year severance payments in such circumstances. Pursuant to the terms of the employment agreement, each Management Investor is subject to a (i) confidentiality covenant, (ii) a non-compete covenant for a period from the date of the employment agreement until the earlier of: (a) the expiration of the employment term; (b) the last day of any period of severance payments; and (c) two years following termination of employment; and (iii) for a period of two years following termination of employment, a non-solicitation covenant.

The exclusivity agreement between Renaissance Media and each of the Management Investors permits the Management Investors to manage other cable television systems after 2001 subject to first offering such acquisition opportunities to the Morgan Stanley Entities.

EXECUTIVE BONUS INCENTIVE PLAN

Renaissance Media has established the Plan to provide its executive officers, including the Management Investors, and other key employees with bonuses based upon the achievement of annual performance goals. The Plan will be administered by the Compensation Committee of the Board of Renaissance Media, consisting of at least three Representatives. The Compensation Committee will establish performance goals based on the Company's EBITDA. The award of bonuses will be based on the attainment of the Company's performance goals and the performance of individual executives.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

TRANSACTIONS WITH THE MORGAN STANLEY ENTITIES AND RELATED PARTIES

In connection with the consummation of the Transactions, Renaissance Media entered into the Senior Credit Facility with MSSF, an affiliate of the Morgan Stanley Entities, as syndication agent and arranger. The Senior Credit Facility establishes an eight-year revolving credit facility in the initial aggregate principal amount of $40.0 million, an eight-year term loan in the initial aggregate principal amount of $60.0 million and an eight and one-half-year term loan in the initial aggregate principal amount of $50.0 million. See "Description of Certain Indebtedness." In connection with its services, MSSF will receive customary fees and be reimbursed for expenses.

TRANSACTIONS WITH TIME WARNER AND RELATED PARTIES

The Systems were owned by CVI from December 31, 1988 through January 4, 1996, in the case of the Louisiana Systems, and from September 12, 1986 through January 4, 1996, in the case of the Tennessee System. On January 4, 1996, the Systems were acquired by Time Warner as a result of the acquisition of CVI by Time Warner. The Company purchased the Systems from Time Warner on April 9, 1998 in accordance with the terms and provisions of the Asset Purchase Agreement and Time Warner received approximately $300.0 million in cash and a $9.5 million equity ownership interest in Holdings, subject to adjustment.

In connection with the Acquisition, the Company entered into an agreement with Time Warner, pursuant to which Time Warner manages the Company's programming. See "Business--Programming and Subscription Rates." The Company believes it will benefit from its relationship with Time Warner from access to certain of Time Warner's programming arrangements. The Company believes that the rates at which Time Warner will make any such programming available to the Company will be at least as favorable as the rates the Company could obtain from unaffiliated third parties.

The Asset Purchase Agreement provides that Time Warner will provide certain interim operational services to the Company. In addition, the Company will assume Time Warner's obligations under the Social Contract with respect to the Systems. See "Regulation and Legislation--The Social Contract."

PRINCIPAL SECURITYHOLDERS

The Guarantor and the Obligors are wholly owned subsidiaries of Holdings. The following table sets forth certain information, following the Transactions, regarding beneficial ownership of the membership interests in Holdings by: (i) each person known by the Company to beneficially own more than 5% of the outstanding equity interests of Holdings; (ii) each member of the Boards of Representatives or Board of Directors, as applicable, of Holdings, the Obligors and the Guarantor; (iii) each executive officers of Holdings, the Obligors and the Guarantor; and (iv) all members of the Boards of Representatives, Board of Directors and executive officers of Holdings, the Guarantor and the Obligors as a group. The information as to beneficial ownership has been furnished by the respective equity holders, Representatives, Directors and executive officers of Holdings, the Guarantor and Obligors, and, unless otherwise indicated, each of the equity holders has the sole voting and investment power with respect to the equity interests beneficially owned. The address for each Representative, Director and executive officer of Holdings, the Obligors and the Guarantor is c/o Renaissance Media, One Cablevision Center, Suite 100, Ferndale, New York 12734. The address for each of MSCPIII, MSCI and MSCP Investors is 1221 Avenue of the Americas, New York, New York 10020. The address for Time Warner is 290 Harbor Drive, Stamford, Connecticut 06902.

NAME OF BENEFICIAL OWNER	PERCENT OF EQUITY OWNERSHIP
Morgan Stanley Entities (1)	87.6%
Time Warner	8.8
Fred Schulte (2)	.9
Rodney Cornelius (2)	.9
Michael J. Egan (2)	.4
Darlene Fedun (2)	.4
Mark Halpin (2)	.4
David L. Testa (2)	.4
Alan E. Goldberg (3)	-
Michael M. Janson (3)	-
Amy Rosen Wildstein (3)	-
Glenn A. Britt	-
All Representatives, Directors and executive officers as a group	3.6

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(1) The equity ownership interests of the Morgan Stanley Entities in Holdings are owned, directly or indirectly, by MSCPIII, MSCI and MSCP Investors in the following percentages: 88.5%, 9.1% and 2.4%, respectively, representing percentage equity interests in Holdings of 77.5%, 8.0% and 2.1%, respectively.

(2) Excludes certain carried interests in affiliates of Time Warner and the Morgan Stanley Entities which hold their respective equity interests in Holdings. These carried interests represent the right to participate in future distributions of such affiliates.

(3) Messrs. Goldberg and Janson are Managing Directors of, and Ms. Wildstein is an associate of, Morgan Stanley Capital Partners III, Inc., the general partner of the general partner of MSCPIII.

DESCRIPTION OF CERTAIN INDEBTEDNESS

THE SENIOR CREDIT FACILITY

General

Renaissance Media is a party to a senior secured credit facility with MSSF, an affiliate of the Morgan Stanley Entities and the Placement Agent, as lender and agent (the "Senior Credit Facility").

The following summary of the material provisions of the Senior Credit Facility does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the Senior Credit Facility Commitment Letter and the definitive loan document therefor (the "Senior Credit Facility Agreement"), copies of which are available from the Company upon request.

The Senior Credit Facility establishes (i) the $40.0 million Revolver, an eight-year revolving credit facility (including a $4.0 million letter of credit facility) and (ii) the Term Loans, consisting of a $60.0 million, eight-year term loan facility (the "Term Loan A Facility"), and a $50.0 million, eight and one-half-year term loan facility (the "Term Loan B Facility"). Availability under the Revolver is subject to compliance with all covenants contained in the Senior Credit Facility Agreement (as hereinafter defined), including a minimum combined interest coverage ratio and a maximum combined total leverage ratio as described below.

Loans under the Senior Credit Facility bear interest at the option of Renaissance Media, subject to certain limitations, based upon a base rate or LIBOR, plus an interest rate margin. The initial interest rate margins for borrowing under the Revolver and the Term Loan A Facility are between 1.25% and 1.625% for base rate loans and between 2.25% and 2.625% for LIBOR loans; and the initial interest rate margins for borrowing under the Term Loan B Facility will be between 1.625% and 1.875% for base rate loans and between 2.625% and 2.875% for LIBOR loans. Beginning six months after the effectiveness of the Senior Credit Facility Agreement, the interest rate margins for borrowings under the Revolver and the Term Loan A Facility will be between .625% and 1.625% for base rate loans and between 1.625% and 2.625% for LIBOR loans and for borrowing under the Term Loan B Facility will be between 1.375% and 1.875% for base rate loans and between 2.375% and 2.875% for LIBOR loans. The actual margins will be based on the ratio of Renaissance Media's consolidated senior leverage ratio as determined in accordance with the Senior Credit Facility Agreement.

The Term Loans were drawn in full to purchase the Systems and pay related fees and expenses. No amount was drawn under the Revolver to finance the Acquisition. The Revolver is available to fund working capital requirements, capital expenditures and acquisitions.

Amortization

Revolver. The loans under the Revolver shall be repaid in full, on or prior to, and all letters of credit shall expire prior to, the eighth anniversary of the Closing Date, and the sum of revolving credit loans and letter of credit exposure shall at no time exceed the total commitments under the Revolver. The commitments under the Revolver shall be reduced by $2,000,000 each quarter from June 30, 2002 through March 31, 2005 and by $4,000,000 each quarter thereafter.

Term Loan A Facility. The loans under the Term A Loan Facility shall be amortized in quarterly installments aggregating 1% per annum of the amount thereof in each of the first three years, 5% per annum of the amount thereof in the fourth year, 20% per annum of the amount thereof in each of the fifth, six and seventh years, and 32% per annum of the amount thereof in the eighth year.

Term Loan B Facility. The loan under the Term Loan B Facility shall be amortized in quarterly installments aggregating 1% per annum of the amount thereof in each of the first seven years, 63% per annum of the amount thereof in the eighth year and 30% per annum of the amount thereof in the last six months.

Prepayments

Mandatory Prepayments. Renaissance Media is obligated to prepay the loans outstanding under the Senior Credit Facility with: (i) the net proceeds received from asset sales (with certain exceptions), (ii) the net proceeds received from the issuance of certain debt, (iii) the net proceeds received from certain issuances of equity by Renaissance Media or any of its subsidiaries, (iv) insurance recoveries or condemnation awards not applied within 180 days toward repair or replacement of the damaged or condemned property, (v) the net proceeds received from the reversion of pension plans, and (vi) in the case of the Term Loans so long as the combined total leverage ratio exceeds 4.0:1.0 for any fiscal year of Renaissance Media (beginning with the fiscal year ending in 1998), 50% of Renaissance Media's excess cash flow for such fiscal year.

Voluntary Prepayments. Renaissance Media may make voluntary prepayments of amounts outstanding under the Senior Credit Facility, in whole or in part, with prior notice and without premium or penalty (other than payment of LIBOR breakage costs, if any), subject to limitations as to minimum amounts of prepayments.

Covenants. The Senior Credit Facility contains certain covenants: (i) limiting Renaissance Media's ability to incur debt; (ii) limiting Renaissance Media's ability to create liens; (iii) restricting Renaissance Media's ability to merge with another entity; (iv) prohibiting Renaissance Media from selling all or any substantial part of its assets; (v) restricting Renaissance Media's ability to make investments, loans, advances, guarantees, acquisitions and certain payments, to engage in transactions with affiliates, and (vi) limiting Renaissance Media's capital expenditures. These covenants are subject to certain permitted exceptions. So long as no default under the Senior Credit Facility Agreement has occurred and is continuing, Renaissance Media will be permitted to make distributions to the Obligors to pay interest on the Notes.

Financial Covenants. The Senior Credit Facility contains certain financial covenants requiring Renaissance Media to (i) maintain a consolidated senior leverage ratio initially not more than 5.5:1 and decreasing to 3.0:1 on April 1, 2005, (ii) a combined total leverage ratio after April 1, 2003 not more than 7.0:1, (iii) a combined interest coverage ratio at the last day of any fiscal quarter of not less than (a) 2.0:1 until March 31, 2003, (b) 1.5:1 thereafter until March 31, 2004, (c) 1.75:1 thereafter until March 31, 2005 and (d) 2.0:1 thereafter and (iv) a combined fixed charge coverage ratio at the last day of any fiscal quarter of 1.25:1 or more until March 31, 2003 and 1.0:1 thereafter.

Events of Default. The Senior Credit Facility includes customary events of default, including, without limitation, a failure to pay any loan when due, a cross-default to certain other indebtedness of Renaissance Media, the Guarantor and the Obligors, the failure to satisfy any of the covenants, including the financial covenants, under the Senior Credit Facility, the commencement of bankruptcy proceedings or the occurrence of a change of control with respect to the Guarantor, the Obligors and Renaissance Media. An event of default under the Senior Credit Facility would allow the lenders thereunder to accelerate the maturity of the indebtedness under the Senior Credit Facility and would adversely affect the ability of the Obligors to meet their obligations under the Notes.

Security. The Senior Credit Facility, the guarantees referred to below and any interest rate protection agreements related thereto entered into by Renaissance Media with the lenders are secured by perfected first priority (i) pledges of the ownership interests in Renaissance Media and its subsidiaries, and security interests in all obligations owed to Renaissance Media from any of its direct or indirect subsidiaries, and (ii) security interests in, and liens upon, substantially all other assets of Renaissance Media and its subsidiaries.

Guarantees. Borrowings under the Senior Credit Facility are guaranteed, on a joint and several basis, by Renaissance Louisiana, Renaissance Tennessee, Renaissance Capital and all direct and indirect subsidiaries of Renaissance Louisiana and Renaissance Tennessee.

PURPOSE AND EFFECT OF THE EXCHANGE OFFER

The Old Notes were originally sold by the Obligors on April 9, 1998 to the Placement Agent pursuant to the Placement Agreement. The Placement Agent subsequently placed the Old Notes with (i) qualified institutional buyers in reliance on Rule 144A under the Securities Act, (ii) a limited number of institutional accredited investors that agreed to comply with certain transfer restrictions and other conditions and (iii) qualified buyers outside the United States in reliance upon Regulation S under the Securities Act. As a condition of the Placement Agreement, the Obligors entered into the Registration Rights Agreement with the Placement Agent pursuant to which the Obligors have agreed, for the benefit of the holders of the Old Notes, at the Obligors' cost, to use their best efforts to file the Exchange Offer Registration Statement with the Commission with respect to the Exchange Offer for the New Notes; and to have such Exchange Offer Registration Statement remain effective until the closing of the Exchange Offer and to have the Exchange Offer consummated not later than 60 days after such effective date. Upon the Exchange Offer Registration Statement being declared effective, the Obligors will offer the New Notes in exchange for surrender of the Old Notes. The Obligors will keep the Exchange Offer open for not less than 20 business days (or longer if required by applicable law) after the date on which notice of the Exchange Offer is mailed to the holders of the Old Notes. For each Old Note surrendered to the Obligors pursuant to the Exchange Offer, the holder of such Old Note will receive a New Note having an original Principal Amount at Maturity equal to that of the surrendered Old Note.

Under existing interpretations of the staff of the Commission contained in several no-action letters to third parties (including Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1989); Morgan Stanley & Co. Inc., SEC No-Action Letter (June 5, 1991); and Shearman & Sterling, SEC No-Action Letter (July 2, 1993)), the New Notes will in general be freely tradeable after the Exchange Offer without further registration under the Securities Act. However, any purchaser of Old Notes who is an "affiliate" of the Obligors or who intends to participate in the Exchange Offer for the purpose of distributing the New Notes (other than a broker-dealer) (i) will not be able to rely on the interpretation of the staff of the Commission, (ii) will not be able to tender its Old Notes in the Exchange Offer and (iii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the Old Notes, unless such sale or transfer is made pursuant to an exemption from such requirements.

As contemplated by the above-mentioned no-action letters and the Registration Rights Agreement, each holder accepting the Exchange Offer is required to represent to the Obligors in the Letter of Transmittal that (i) the New Notes are to be acquired by the holder or the person receiving such New Notes, whether or not such person is the holder, in the ordinary course of business, (ii) the holder or any such other person (other than a broker-dealer referred to in the next sentence) is not engaging and does not intend to engage, in a distribution of the New Notes, (iii) the holder or any such other person has no arrangement or understanding with any person to participate in the distribution of the New Notes, (iv) neither the holder nor any such other person is an "affiliate" of the Obligors within the meaning of Rule 405 under the Securities Act, and (v) the holder or any such other person acknowledges that if such holder or any other person participates in the Exchange Offer for the purpose of distributing the New Notes it must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes and cannot rely on those no-action letters. As indicated above, each Participating Broker-Dealer that receives a New Note for its own account in exchange for Old Notes must acknowledge that it (i) acquired the Old Notes for its own account as a result of market-making activities or other trading activities, (ii) has not entered into any arrangement or understanding with the Obligors or any "affiliate" of the Obligors (within the meaning of Rule 405 under the Securities Act) to distribute the New Notes to be received in the Exchange Offer and (iii) will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes. For a description of the procedures for resales by Participant Broker-Dealers, see "Plan of Distribution."

In the event that changes in the law or the applicable interpretations of the staff of the Commission do not permit the Obligors to effect such an Exchange Offer, or if for any other reason the Exchange Offer is

commenced and not consummated by October 9, 1998, the Obligors will (i) file the Shelf Registration Statement covering resales of the Old Notes; (ii) use their best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act and (iii) use their best efforts to keep effective the Shelf Registration Statement until the earlier of (a) two years after the date of the original issuance of the Old Notes or (b) such time as all of the applicable Old Notes have been sold thereunder. The Obligors will, in the event of the filing of the Shelf Registration Statement, provide to each applicable holder of the Old Notes copies of the prospectus which is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement has become effective and take certain other actions as are required to permit unrestricted resales of the Old Notes. A holder of the Old Notes that sells such Old Notes pursuant to the Shelf Registration Statement generally will be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the Registration Rights Agreement which are applicable to such a holder (including certain indemnification obligations). In addition, each holder of the Old Notes will be required to deliver information to be used in connection with the Shelf Registration Statement and to provide comments on the Shelf Registration Statement within the time periods set forth in the Registration Rights Agreement in order to have their Old Notes included in the Shelf Registration Statement and to benefit from the provisions set forth in the following paragraph.

In the event the Exchange Offer is not consummated and the Shelf Registration Statement is not declared effective on or prior to October 9, 1998, interest on the Notes (in addition to the accrual of original issue discount during the period ended April 15, 2003 and in addition to interest otherwise due on the Notes after such date) will accrue from October 9, 1998 at a rate of 0.5% per annum of the accreted value of the Notes on the preceding semi-annual accrual date and be payable in cash semi-annually commencing April 15, 1999 until the Exchange Offer is consummated or the Shelf Registration Statement is declared effective.

Holders of Old Notes will be required to make certain representations to the Obligors (as described in the Registration Rights Agreement) in order to participate in the Exchange Offer and will be required to deliver information to be used in connection with the Shelf Registration Statement and to provide comments on the Shelf Registration Statement within the time periods set forth in the Registration Rights Agreement in order to have their Old Notes included in the Shelf Registration Statement and benefit from the provisions regarding Additional Interest set forth above.

The summary herein of certain provisions of the Registration Rights Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, all the provisions of the Registration Rights Agreement, a copy of which is filed as an exhibit to the Exchange Offer Registration Statement of which this Prospectus is a part.

Following the consummation of the Exchange Offer, holders of the Old Notes who were eligible to participate in the Exchange Offer but who did not tender their Old Notes will not have any further registration rights and such Old Notes will continue to be subject to certain restrictions on transfer. Accordingly, the liquidity of the market for such Old Notes could be adversely affected.

TERMS OF THE EXCHANGE OFFER

Upon the terms and subject to the conditions set forth in this Prospectus and in the Letter of Transmittal, the Obligors will accept any and all Old Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the Expiration Date. The Obligors will issue $1,000 original Principal Amount at Maturity of New Notes in exchange for each $1,000 original Principal Amount at Maturity of outstanding Old Notes accepted in the Exchange Offer. Holders may tender some or all of their Old Notes pursuant to the Exchange Offer. However, Old Notes may be tendered only in integral multiples of $1,000.

The form and terms of the New Notes are the same as the form and terms of the Old Notes except that (i) the New Notes have been registered under the Securities Act and hence will not bear legends restricting the

transfer thereof and (ii) the holders of the New Notes will not be entitled to certain rights under the Registration Rights Agreement, including the provisions providing for an increase in the interest rate on the Old Notes in certain circumstances relating to the timing of the Exchange Offer, all of which rights will terminate when the Exchange Offer is terminated. The New Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture.

As of the date of this Prospectus, $163,175,000 aggregate original Principal Amount at Maturity of Old Notes were outstanding. The Obligors have fixed the close of business on , 1998 as the record date for the Exchange Offer for purposes of determining the persons to whom this Prospectus and the Letter of Transmittal will be mailed initially.

Holders of Old Notes do not have any appraisal or dissenters' rights under the Delaware General Corporation Law or the Indenture in connection with the Exchange Offer. The Obligors intend to conduct the Exchange Offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the Commission thereunder.

The Obligors shall be deemed to have accepted validly tendered Old Notes when, as and if the Obligors have given oral or written notice thereof to the Exchange Agent. The Exchange Agent will act as agent for the tendering holders for the purpose of receiving the New Notes from the Obligors.

If any tendered Old Notes are not accepted for exchange because of an invalid tender, the occurrence of certain other events set forth herein or otherwise, the certificates for any such unaccepted Old Notes will be returned, without expense, to the tendering holder thereof as promptly as practicable after the Expiration Date.

Holders who tender Old Notes in the Exchange Offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the Letter of Transmittal, transfer taxes with respect to the exchange of Old Notes pursuant to the Exchange Offer. The Obligors will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the Exchange Offer. See "--Fees and Expenses."

EXPIRATION DATE; EXTENSIONS; AMENDMENTS

The term "Expiration Date" shall mean 5:00 p.m., New York City time, on , 1998, unless the Obligors, in their sole discretion, extend the Exchange Offer, in which case the term "Expiration Date" shall mean the latest date and time to which the Exchange Offer is extended.

In order to extend the Exchange Offer, the Obligors will notify the Exchange Agent of any extension by oral or written notice and will mail to the registered holders an announcement thereof, each prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

The Obligors reserve the right, in their sole discretion, (i) to delay accepting any Old Notes, to extend the Exchange Offer or to terminate the Exchange Offer if any of the conditions set forth below under "--Conditions" shall not have been satisfied, by giving oral or written notice of such delay, extension or termination to the Exchange Agent or (ii) to amend the terms of the Exchange Offer in any manner. Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice thereof to the registered holders.

PROCEDURES FOR TENDERING

Only a holder of Old Notes may tender such Old Notes in the Exchange Offer. To tender in the Exchange Offer, a holder must complete, sign and date the Letter of Transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by the Letter of Transmittal or transmit an Agent's Message in connection with a book-entry transfer, and mail or otherwise deliver such Letter of Transmittal or such facsimile, or Agent's Message, together with the Old Notes and any other required documents, to the Exchange Agent prior to 5:00

p.m., New York City time, on the Expiration Date. In addition, either (i) certificates for such Old Notes must be received by the Exchange Agent prior to the Expiration Date along with the Letter of Transmittal, (ii) a timely confirmation of a book-entry transfer (a "Book-Entry Confirmation") of such Old Notes into the Exchange Agent's account at The Depository Trust Company ("DTC" or the "Book-Entry Transfer Facility") pursuant to the procedure for book-entry transfer described below, must be received by the Exchange Agent prior to the Expiration Date or (iii) the holder must comply with the guaranteed delivery procedures described below. To be tendered effectively, the Old Notes, Letter of Transmittal or Agent's Message, and other required documents must be completed and received by the Exchange Agent at the address set forth below under "Exchange Agent" prior to 5:00 p.m., New York City time, on the Expiration Date. Delivery of the Old Notes may be made by book-entry transfer in accordance with the procedures described below. Confirmation of such book-entry transfer must be received by the Exchange Agent prior to the Expiration Date. DELIVERY OF DOCUMENTS TO THE BOOK ENTRY TRANSFER FACILITY IN ACCORDANCE WITH ITS PROCEDURE DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

DTC has authorized DTC participants that hold Old Notes on behalf of beneficial owners of Old Notes through DTC to tender their Old Notes as if they were holders. To effect a tender of Old Notes, DTC participants should either (i) complete and sign the Letter of Transmittal (or a manually signed facsimile thereof), have the signature thereon guaranteed if required by the instructions to the Letter of Transmittal, and mail or deliver the Letter of Transmittal (or such manually signed facsimile) to the Exchange Agent pursuant to the procedure set forth in "Procedures for Tendering" or (ii) transmit their acceptance to DTC through the DTC Automated Tender Offer Program ("ATOP") for which the transaction will be eligible and follow the procedure for book-entry transfer set forth in "--Book-Entry Transfer."

By executing the Letter of Transmittal or Agent's Message, each holder will make to the Obligors the representations set forth above in the third paragraph under the heading "--Purpose and Effect of the Exchange Offer."

The tender by a holder and the acceptance thereof by the Obligors will constitute agreement between such holder and the Obligors in accordance with the terms and subject to the conditions set forth herein and in the Letter of Transmittal or Agent's Message.

THE METHOD OF DELIVERY OF OLD NOTES AND THE LETTER OF TRANSMITTAL OR AGENT'S MESSAGE AND ALL OTHER REQUIRED DOCUMENTS TO THE EXCHANGE AGENT IS AT THE ELECTION AND SOLE RISK OF THE HOLDER. AS AN ALTERNATIVE TO DELIVERY BY MAIL, HOLDERS MAY WISH TO CONSIDER OVERNIGHT OR HAND DELIVERY SERVICE. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION DATE. NO LETTER OF TRANSMITTAL OR OLD NOTES SHOULD BE SENT TO THE COMPANY. HOLDERS MAY REQUEST THEIR RESPECTIVE BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES OR NOMINEES TO EFFECT THE ABOVE TRANSACTIONS FOR SUCH HOLDERS.

Any beneficial owner whose Old Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct such registered holder to tender on such beneficial owner's behalf. See "Instructions to Registered Holder and/or Book-Entry Transfer Facility Participant from Beneficial Owner" included with the Letter of Transmittal.

Signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed by an Eligible Institution (as defined below) unless the Old Notes tendered pursuant thereto are tendered (i) by a registered holder who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on the Letter of Transmittal or (ii) for the account of an Eligible Institution. In the event that signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantee must be by a member firm of the Medallion System (an "Eligible Institution").

If the Letter of Transmittal is signed by a person other than the registered holder of any Old Notes listed therein, such Old Notes must be endorsed or accompanied by a properly completed bond power, signed by such registered holder as such registered holder's name appears on such Old Notes with the signature thereon guaranteed by an Eligible Institution.

If the Letter of Transmittal or any Old Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, offices of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and evidence satisfactory to the Obligors of their authority to so act must be submitted with the Letter of Transmittal.

All questions as to the validity, form, eligibility (including time of receipt), acceptance of tendered Old Notes and withdrawal of tendered Old Notes will be determined by the Obligors in their sole discretion, which determination will be final and binding. The Obligors reserve the absolute right to reject any and all Old Notes not properly tendered or any Old Notes the Obligors' acceptance of which would, in the opinion of counsel for the Obligors, be unlawful. The Obligors also reserve the right in their sole discretion to waive any defects, irregularities or conditions of tender as to particular Old Notes. The Obligors' interpretation of the terms and conditions of the Exchange Offer (including the instructions in the Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as the Obligors shall determine. Although the Obligors intend to notify holders of defects or irregularities with respect to tenders of Old Notes, neither the Obligors, the Exchange Agent nor any other person shall incur any liability for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Old Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders, unless otherwise provided in the Letter of Transmittal, as soon as practicable following the Expiration Date.

ACCEPTANCE OF OLD NOTES FOR EXCHANGE; DELIVERY OF NEW NOTES

For each Old Note accepted for exchange, the holder of such Old Note will receive a New Note having a Principal Amount at Maturity equal to that of the surrendered Old Note. For purposes of the Exchange Offer, the Obligors shall be deemed to have accepted properly tendered Old Notes for exchange when, as and if the Obligors have given oral or written notice thereof to the Exchange Agent.

In all cases, the issuance of New Notes for Old Notes that are accepted for exchange pursuant to the Exchange Offer will be made only after timely receipt by the Exchange Agent of certificates for such Old Notes or a timely Book-Entry Confirmation of such Old Notes into the Exchange Agent's account at the Book-Entry Transfer Facility, a properly completed and duly executed Letter of Transmittal or Agent's Message and all other required documents. If any tendered Old Notes are not accepted for any reason set forth in the terms and conditions of the Exchange Offer, such unaccepted or non-exchanged Old Notes will be returned without expense to the tendering holder thereof (or, in the case of Old Notes tendered by book-entry transfer into the Exchange Agent's account at the Book-Entry Transfer Facility pursuant to the book-entry transfer procedures described below, such non-exchanged Old Notes will be credited to an account maintained with such Book-Entry Transfer Facility) as promptly as practicable after the Expiration Date.

BOOK-ENTRY TRANSFER

The Exchange Agent will establish a new account or utilize an existing account with respect to the Old Notes at DTC promptly after the date of this Prospectus, and any financial institution that is a participant in DTC and whose name appears on a security position listing as the owner of Old Notes may make a book-entry tender of Old Notes by causing DTC to transfer such Old Notes into the Exchange Agent's account in accordance with DTC's procedures for such transfer. However, although tender of Old Notes may be effected through book-entry transfer into the Exchange Agent's account at DTC, the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and validly executed, with any required signature guarantees, or an Agent's

Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be received by the Exchange Agent at its address set forth below under the caption "Exchange Agent" on or prior to the Expiration Date, or the guaranteed delivery procedures described below must be complied with. The confirmation of book-entry transfer of Old Notes into the Exchange Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation." Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Exchange Agent.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Exchange Agent and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Old Notes stating (i) the aggregate principal amount of Old Notes which have been tendered by such participant, (ii) that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and (iii) that the Obligors may enforce such agreement against the participant.

GUARANTEED DELIVERY PROCEDURES

Holders who wish to tender their Old Notes and (i) whose Old Notes are not immediately available, (ii) who cannot deliver their Old Notes, the Letter of Transmittal or any other required documents to the Exchange Agent or (iii) who cannot complete the procedures for book-entry transfer, prior to the Expiration Date, may effect a tender if:

(a) the tender is made through an Eligible Institution;

(b) prior to the Expiration Date, the Exchange Agent receives from such Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) setting forth the name and address of the holder, the certificate number(s) of such Old Notes and the principal amount of Old Notes tendered, stating that the tender is being made thereby and guaranteeing that, within five New York Stock Exchange trading days after the Expiration Date, the Letter of Transmittal (or facsimile thereof) (or in the case of a book-entry transfer, an Agent's Message) together with the certificate(s) representing the Old Notes (or a confirmation of book-entry transfer of such Notes into the Exchange Agent's account at the Book-Entry Transfer Facility), and any other documents required by the Letter of Transmittal will be deposited by the Eligible Institution with the Exchange Agent; and

(c) the certificate(s) representing all tendered Old Notes in proper form for transfer (or a confirmation of book-entry transfer of such Old Notes into the Exchange Agent's account at the Book-Entry Transfer Facility), together with a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message) and all other documents required by the Letter of Transmittal are received by the Exchange Agent upon five New York Stock Exchange trading days after the Expiration Date.

Upon request to the Exchange Agent, a Notice of Guaranteed Delivery will be sent to holders who wish to tender their Old Notes according to the guaranteed delivery procedures set forth above.

WITHDRAWAL OF TENDERS

Except as otherwise provided herein, tenders of Old Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the business day prior to the Expiration Date.

To withdraw a tender of Old Notes in the Exchange Offer, a telegram, telex, letter or facsimile transmission notice of withdrawal must be received by the Exchange Agent at its address set forth herein prior to 5:00 p.m., New York City time, on the business day prior to the Expiration Date. Any such notice of withdrawal must (i) specify the name of the person having deposited the Old Notes to be withdrawn (the "Depositor"), (ii) identify the Old Notes to be withdrawn (including the certificate number(s) and principal amount of such Old Notes, or, in the case of Old Notes transferred by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited), (iii) be signed by the holder in the same manner as the original signature

on the Letter of Transmittal by which such Old Notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the Trustee with respect to the Old Notes register the transfer of such Old Notes into the name of the person withdrawing the tender and (iv) specify the name in which any such Old Notes are to be registered, if different from that of the Depositor. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by the Obligors, whose determination shall be final and binding on all parties. Any Old Notes so withdrawn will be deemed not to have been validly tendered for purposes of the Exchange Offer and no New Notes will be issued with respect thereto unless the Old Notes so withdrawn are validly retendered. Any Old Notes which have been tendered but which are not accepted for exchange will be returned to the holder thereof without cost to such holder as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Old Notes may be retendered by following one of the procedures described above under "--Procedures for Tendering" at any time prior to the Expiration Date.

CONDITIONS

Notwithstanding any other term of the Exchange Offer, the Obligors shall not be required to accept for exchange, or exchange New Notes for, any Old Notes, and may terminate or amend the Exchange Offer as provided herein before the acceptance of such Old Notes, if:

(a) any action or proceeding is instituted or threatened in any court or by or before any governmental agency with respect to the Exchange Offer which, in the sole judgment of the Obligors, might materially impair the ability of the Obligors to proceed with the Exchange Offer or any material adverse development has occurred in any existing action or proceeding with respect to the Obligors or any of their subsidiaries; or

(b) any law, statute, rule, regulation or interpretation by the Staff of the Commission is proposed, adopted or enacted, which, in the sole judgment of the Obligors, might materially impair the ability of the Obligors to proceed with the Exchange Offer or materially impair the contemplated benefits of the Exchange Offer to the Obligors; or

(c) any governmental approval has not been obtained, which approval the Obligors shall, in their sole discretion, deem necessary for the consummation of the Exchange Offer as contemplated hereby.

If the Obligors determine in their sole discretion that any of the conditions are not satisfied, the Obligors may (i) refuse to accept any Old Notes and return all tendered Old Notes to the tendering holders, (ii) extend the Exchange Offer and retain all Old Notes tendered prior to the expiration of the Exchange Offer, subject, however, to the rights of holders to withdraw such Old Notes (see "--Withdrawal of Tenders") or (iii) waive such unsatisfied conditions with respect to the Exchange Offer and accept all properly tendered Old Notes which have not been withdrawn.

EXCHANGE AGENT

United States Trust Company of New York has been appointed as Exchange Agent for the Exchange Offer. Questions and requests for assistance, requests for additional copies of this Prospectus or of the Letter of Transmittal and requests for Notice of Guaranteed Delivery should be directed to the Exchange Agent addressed as follows:

By Mail:	Overnight Courier:
- ----------	----------
- ----------	----------
- ----------	----------
Attention: _____	Attention: _____

By Hand:	Facsimile Transmission:
- ----------	( ) -
- ----------	
- ----------	
Attention: _____	

Confirm by Telephone:

( ) -

DELIVERY TO AN ADDRESS OTHER THAN SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

FEES AND EXPENSES

The expenses of soliciting tenders will be borne by the Obligors. The principal solicitation is being made by mail; however, additional solicitation may be made by telegraph, telecopy, telephone or in person by officers and regular employees of the Obligors and their affiliates.

The Obligors have not retained any dealer-manager in connection with the Exchange Offer and will not make any payments to brokers, dealers, or others soliciting acceptances of the Exchange Offer. The Obligors, however, will pay the Exchange Agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of pocket expenses in connection therewith.

The cash expenses to be incurred in connection with the Exchange Offer will be paid by the Obligor. Such expenses include fees and expenses of the Exchange Agent and Trustee, accounting and legal fees and printing costs, among others.

ACCOUNTING TREATMENT

The New Notes will be recorded at the same carrying value as the Old Notes, which is face value, as reflected in the Obligors' accounting records on the date of exchange. Accordingly, no gain or loss for accounting purposes will be recognized by the Obligors. The expenses of the Exchange Offer will be expensed over the term of the New Notes.

CONSEQUENCES OF FAILURE TO EXCHANGE

The Old Notes that are not exchanged for New Notes pursuant to the Exchange Offer will remain restricted securities. Accordingly, such Old Notes may be resold only (i) to the Obligors (upon redemption thereof or otherwise), (ii) so long as the Old Notes are eligible for resale pursuant to Rule 144A, to a person inside the

United States whom the seller reasonably believes is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act, in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act, or pursuant to another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel reasonably acceptable to the Obligors), (iii) outside the United States to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act, or (iv) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

RESALE OF THE NEW NOTES

With respect to resales of New Notes, based on interpretations by the staff of the Commission set forth in no-action letters issued to third parties, the Obligors believe that a holder or other person who receives New Notes, whether or not such person is the holder (other than a person that is an "affiliate" of the Obligors within the meaning of Rule 405 under the Securities Act) who receives New Notes in exchange for Old Notes in the ordinary course of business and who is not participating, does not intend to participate, and has no arrangement or understanding with any person to participate, in the distribution of the New Notes, will be allowed to resell the New Notes to the public without further registration under the Securities Act and without delivering to the purchasers of the New Notes a prospectus that satisfies the requirements of Section 10 of the Securities Act. However, if any holder acquires New Notes in the Exchange Offer for the purpose of distributing or participating in a distribution of the New Notes, such holder cannot rely on the position of the staff of the Commission enunciated in such no-action letters or any similar interpretive letters, and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, unless an exemption from registration is otherwise available. Further, each Participating Broker-Dealer that receives New Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such Participating Broker-Dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes.

As contemplated by these no-action letters and the Registration Rights Agreement, each holder accepting the Exchange Offer is required to represent to the Obligors in the Letter of Transmittal that (i) the New Notes are to be acquired by the holder or the person receiving such New Notes, whether or not such person is the holder, in the ordinary course of business, (ii) the holder or any such other person (other than a broker-dealer referred to in the next sentence) is not engaging and does not intend to engage, in the distribution of the New Notes, (iii) the holder or any such other person has no arrangement or understanding with any person to participate in the distribution of the New Notes, (iv) neither the holder nor any such other person is an "affiliate" of the Obligors within the meaning of Rule 405 under the Securities Act, and (v) the holder or any such other person acknowledges that if such holder or other person participates in the Exchange Offer for the purpose of distributing the New Notes it must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes and cannot rely on those no-action letters. As indicated above, each Participating Broker-Dealer that receives New Notes for its own account in exchange for Old Notes must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. For a description of the procedures for such resales by Participating Broker-Dealers, see "Plan of Distribution."

DESCRIPTION OF THE NOTES

The Old Notes were issued under an Indenture, dated as of the Closing Date (the "Indenture"), among Renaissance Louisiana, Renaissance Tennessee and Renaissance Capital, as joint and several Obligors (the "Obligors"), the Company, as guarantor, and United States Trust Company of New York (the "Trustee"). The New Notes will be issued under the Indenture, which shall thereupon be subject to and governed by the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). A copy of the Indenture is available upon request from the Company. The following summary of certain provisions of the Indenture does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Indenture, including the definitions of certain terms therein and those terms made a part thereof by the Trust Indenture Act. For purposes of this section, all references to the Company are to Renaissance Media Group LLC, excluding its subsidiaries. Whenever particular defined terms of the Indenture not otherwise defined herein are referred to, such defined terms are incorporated herein by reference. For definitions of certain capitalized terms used in the following summary, see "--Certain Definitions."

The form and terms of the New Notes are the same as the form and terms of the Old Notes (which they replace) except that (i) the issuance of the New Notes have been registered under the Securities Act and, therefore, the New Notes will not bear legends restricting the transfer thereof, and (ii) the holders of New Notes will not be entitled to certain rights under the Registration Rights Agreement, including the provisions providing for an increase in the interest rate on the Old Notes in certain circumstances relating to the timing of the Exchange Offer, which rights will terminate when the Exchange Offer is consummated. A copy of the Indenture has been filed as an exhibit to the Exchange Offer Registration Statement of which this Prospectus forms a part. Certain definitions of terms used in the following summary are set forth under "--Certain Definitions" below. The Old Notes and the New Notes are sometimes referred to herein collectively as the "Notes."

GENERAL

The New Notes will be unsecured unsubordinated obligations of the Obligors, initially limited to $163,175,000 aggregate principal amount at maturity, and will mature on April 15, 2008. Although for U.S. federal income tax purposes a significant amount of original issue discount, taxable as ordinary income, will be recognized by a Holder as such discount accrues from the issue date of the Old Notes, no interest will be payable on the New Notes prior to October 15, 2003. From and after April 15, 2003, interest on the New Notes will accrue at the rate shown on the front cover of this Prospectus from April 15, 2003 or from the most recent Interest Payment Date to which interest has been paid or provided for, payable semiannually (to Holders of record at the close of business on April 1 or October 1 immediately preceding the Interest Payment Date) on April 15 and October 15 of each year, commencing October 15, 2003. The New Notes will fully accrete to face value on April 15, 2003. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Old Notes that remain outstanding after the consummation of the Exchange Offer and New Notes issued in connection with the Exchange Offer will be treated as a single class of securities under the Indenture.

Principal of, premium, if any, and interest on the New Notes will be payable, and the New Notes may be exchanged or transferred, at the office or agency of the Obligors in the Borough of Manhattan, the City of New York (which initially will be the corporate trust office of the Trustee); provided that, at the option of the Obligors payment of interest may be made by check mailed to the Holders at their addresses as they appear in the Security Register.

The New Notes will be issued only in fully registered form, without coupons, in denominations of $1,000 of principal amount at maturity and any integral multiple thereof. See "--Book-Entry; Delivery and Form." No service charge will be made for any registration of transfer or exchange of Notes, but the Obligors may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith.

Subject to the covenants described below under "Covenants" and applicable law, the Obligors may issue additional notes under the Indenture. The Notes and any such additional notes subsequently issued would be treated as a single class for all purposes under the Indenture.

OPTIONAL REDEMPTION

The New Notes will be redeemable, at the Obligors' option, in whole or in part, at any time or from time to time, on or after April 15, 2003 and prior to maturity, upon not less than 30 nor more than 60 days' prior notice mailed by first class mail to each Holder's last address as it appears in the Security Register, at the following Redemption Prices (expressed in percentages of principal amount at maturity), plus accrued and unpaid interest, if any, to the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date that is on or prior to the Redemption Date to receive interest due on an Interest Payment Date), if redeemed during the 12-month period commencing April 15 of the years set forth below:

YEAR	REDEMPTION PRICE
2003	105.000%
2004	103.333
2005	101.667
2006 and thereafter	100.000

In addition, at any time prior to April 15, 2001, the Obligors may redeem up to 35% of the principal amount at maturity of the Notes with the proceeds of one or more sales of Capital Stock (other than Disqualified Stock) of the Company or an Obligor to a Person other than the Company or any Subsidiary of the Company, at any time or from time to time in part, at a Redemption Price (expressed as a percentage of Accreted Value on the Redemption Date) of 110.000%; provided that at least $106.0 million aggregate principal amount at maturity of Notes remains outstanding after each such redemption and notice of any such redemption is mailed within 60 days after the related sale of Capital Stock.

In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not listed on a national securities exchange, by lot or by such other method as the Trustee in its sole discretion shall deem to be fair and appropriate; provided that no Note of $1,000 in principal amount at maturity or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note shall state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note.

GUARANTEE

The payment and performance in full when due of the Obligors' obligations under the Indenture and the New Notes will be fully and unconditionally guaranteed on a senior basis by the Company. The obligations of the Company will be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of the Company and after giving effect to any collections from or payments made by or on behalf of any Obligor in respect of the obligations of such Obligor under the Indenture, will result in the obligations of the Company under its Guaranty not constituting a fraudulent conveyance or fraudulent transfer under applicable law.

SINKING FUND

There will be no sinking fund payments for the New Notes.

RANKING

The indebtedness evidenced by the New Notes will rank pari passu in right of payment with all existing and future unsubordinated indebtedness of the Obligors and senior in right of payment to all existing and future subordinated indebtedness of the Obligors.

The indebtedness evidenced by the New Guaranty will rank pari passu in right of payment will all existing and future unsubordinated indebtedness of the Company and senior in right of payment to all subordinated indebtedness of the Company.

After giving pro forma effect to the Transactions, as of March 31, 1998, the Company and the Obligors would have had $210.0 million of indebtedness outstanding. In addition, all existing and future liabilities (including indebtedness under the Credit Agreement and trade payables) of the Obligors' subsidiaries will be effectively senior to the Notes. After giving pro forma effect to the Transactions, as of March 31, 1998, the Obligors' subsidiaries would have had $114.0 million of indebtedness and other liabilities outstanding, including $110.0 million of indebtedness under the Credit Agreement. See "Risk Factors--Holding Company Structure; Structural Subordination."

CERTAIN DEFINITIONS

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

"Accreted Value" is defined to mean, for any Specified Date, the amount calculated pursuant to (i), (ii), (iii) or (iv) below for each $1,000 of principal amount at maturity of the Notes:

(i) if the Specified Date occurs on one or more of the following dates (each a "Semi-Annual Accrual Date"), the Accreted Value will equal the amount set forth below for such Semi-Annual Accrual Date:

SEMI-ANNUAL ACCRUAL DATE	ACCRETED VALUE
October 15, 1998	$ 644.60
April 15, 1999	$ 676.83
October 15, 1999	$ 710.68
April 15, 2000	$ 746.21
October 15, 2000	$ 783.52
April 15, 2001	$ 822.70
October 15, 2001	$ 863.83
April 15, 2002	$ 907.02
October 15, 2002	$ 952.38
April 15, 2003	$1,000.00

(ii) if the Specified Date occurs before the first Semi-Annual Accrual Date, the Accreted Value will equal the sum of (a) $612.91 and (b) an amount equal to the product of (1) the Accreted Value for the first Semi-Annual Accrual Date less $612.91 multiplied by (2) a fraction, the numerator of which is the number of days from the Closing Date to the Specified Date, using a 360-day year of twelve 30-day months, and the denominator of which is the number of days elapsed from the Closing Date to the first Semi-Annual Accrual Date, using a 360-day year of twelve 30-day months;

(iii) if the Specified Date occurs between two Semi-Annual Accrual Dates, the Accreted Value will equal the sum of (a) the Accreted Value for the Semi-Annual Accrual Date immediately preceding such Specified Date and (b) an amount equal to the product of (1) the Accreted Value for the immediately following Semi-Annual Accrual Date less the Accreted Value for the immediately preceding Semi-Annual

Accrual Date multiplied by (2) a fraction, the numerator of which is the number of days from the immediately preceding Semi-Annual Accrual Date to the Specified Date, using a 360-day year of twelve 30-day months, and the denominator of which is 180; or

(iv) if the Specified Date occurs after the last Semi-Annual Accrual Date, the Accreted Value will equal $1,000.

"Acquired Indebtedness" means Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary or assumed in connection with an Asset Acquisition by a Restricted Subsidiary and not Incurred in connection with, or in anticipation of, such Person becoming a Restricted Subsidiary; provided that Indebtedness of such Person which is redeemed, defeased, retired or otherwise repaid at the time of or immediately upon consummation of the transactions by which such Person becomes a Restricted Subsidiary or such Asset Acquisition shall not be Acquired Indebtedness.

"Adjusted Consolidated Net Income" means, for any period, the aggregate net income (or loss) of the Company and its Restricted Subsidiaries for such period determined in conformity with GAAP; provided that the following items shall be excluded in computing Adjusted Consolidated Net Income (without duplication): (i) the net income (or loss) of any Person that is not a Restricted Subsidiary, except (x) with respect to net income, to the extent of the amount of dividends or other distributions actually paid to the Company or any of its Restricted Subsidiaries by such Person during such period and (y) with respect to net losses, to the extent of the amount of Investments made by the Company or any Restricted Subsidiary in such Person during such period; (ii) solely for the purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (C) of the first paragraph of the "Limitation on Restricted Payments" covenant described below (and in such case, except to the extent includable pursuant to clause (i) above), the net income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Company or any of its Restricted Subsidiaries or all or substantially all of the property and assets of such Person are acquired by the Company or any of its Restricted Subsidiaries; (iii) any gains or losses (on an after-tax basis) attributable to Asset Sales; (iv) except for purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (C) of the first paragraph of the "Limitation on Restricted Payments" covenant described below, any amount paid or accrued as dividends on Preferred Stock of the Company or any Restricted Subsidiary owned by Persons other than the Company and any of its Restricted Subsidiaries; and (v) all extraordinary gains and extraordinary losses.

"Adjusted Consolidated Net Tangible Assets" means the total amount of assets of the Company and its Restricted Subsidiaries (less applicable depreciation, amortization and other valuation reserves), except to the extent resulting from write-ups of capital assets (excluding write-ups in connection with accounting for acquisitions in conformity with GAAP), after deducting therefrom (i) all current liabilities of the Company and its Restricted Subsidiaries (excluding intercompany items) and (ii) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, all as set forth on the most recent quarterly or annual consolidated balance sheet of the Company and its Restricted Subsidiaries, prepared in conformity with GAAP and filed with the Commission or provided to the Trustee pursuant to the "Commission Reports and Reports to Holders" covenant.

"Affiliate" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Asset Acquisition" means (i) an investment by the Company or any of its Restricted Subsidiaries in any other Person pursuant to which such Person shall become a Restricted Subsidiary or shall be merged into or consolidated with the Company or any of its Restricted Subsidiaries; provided that such Person's primary

business is related, ancillary or complementary to the businesses of the Company and its Restricted Subsidiaries on the date of such investment or (ii) an acquisition by the Company or any of its Restricted Subsidiaries of the property and assets of any Person other than the Company or any of its Restricted Subsidiaries that constitute substantially all of a division or line of business of such Person; provided that the property and assets acquired are related, ancillary or complementary to the businesses of the Company and its Restricted Subsidiaries on the date of such acquisition.

"Asset Disposition" means the sale or other disposition by the Company or any of its Restricted Subsidiaries (other than to the Company or another Restricted Subsidiary) of (i) all or substantially all of the Capital Stock of any Restricted Subsidiary or (ii) all or substantially all of the assets that constitute a division or line of business of the Company or any of its Restricted Subsidiaries.

"Asset Sale" means any sale, transfer or other disposition (including by way of merger, consolidation or sale-leaseback transaction) in one transaction or a series of related transactions by the Company or any of its Restricted Subsidiaries to any Person other than the Company or any of its Restricted Subsidiaries of (i) all or any of the Capital Stock of any Restricted Subsidiary, (ii) all or substantially all of the property and assets of an operating unit or business of the Company or any of its Restricted Subsidiaries or (iii) any other property and assets (other than the Capital Stock or other Investment in an Unrestricted Subsidiary) of the Company or any of its Restricted Subsidiaries outside the ordinary course of business of the Company or such Restricted Subsidiary and, in each case, that is not governed by the provisions of the Indenture applicable to mergers, consolidations and sales of all or substantially all of the assets of the Company or an Obligor; provided that "Asset Sale" shall not include (a) sales or other dispositions of inventory, receivables and other current assets, (b) sales, transfers or other dispositions of assets constituting a Restricted Payment permitted to be made under the "Limitation on Restricted Payments" covenant, (c) sales, transfers or other dispositions of assets with a fair market value (as certified in an Officers' Certificate) not in excess of $1 million in any transaction or series of transactions or (d) sales or other dispositions of assets for consideration (including exchanges for assets) at least equal to the fair market value of the assets sold or disposed of, to the extent that the consideration received would constitute property or assets of the kind described in clause (B) of the "Limitation on Asset Sales" covenant or deposits of proceeds with a "qualified intermediary," "qualified trustee" or similar person for purposes of facilitating a like-kind exchange under applicable provisions of the Internal Revenue Code of 1986, as amended.

"Average Life" means, at any date of determination with respect to any debt security, the quotient obtained by dividing (i) the sum of the products of (a) the number of years from such date of determination to the dates of each successive scheduled principal payment of such debt security and (b) the amount of such principal payment by (ii) the sum of all such principal payments.

"Capitalized Lease" means, as applied to any Person, any lease of any property (whether real, personal or mixed) of which the discounted present value of the rental obligations of such Person as lessee, in conformity with GAAP, is required to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means the discounted present value of the rental obligations under a Capitalized Lease.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in equity of such Person, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all Common Stock and Preferred Stock.

"Change of Control" means such time as (i) (a) prior to the occurrence of a Public Market, a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of Voting Stock representing a greater percentage of the total voting power of the Voting Stock of (x) Holdings, on a fully diluted basis, than is beneficially owned by the Morgan Stanley Entities and Time Warner and their Affiliates on such date or (y) the Company, on a fully diluted basis, than is held by the Existing Stockholders on such date and (b) after the

occurrence of a Public Market, a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 35% of the total voting power of the Voting Stock of the Company on a fully diluted basis and such ownership represents a greater percentage of the total voting power of the Voting Stock of the Company, on a fully diluted basis, than is held by the Existing Stockholders on such date; or (ii) individuals who on the Closing Date constitute the Board of Directors of Holdings or the Company (together with any new directors (x) whose election by such Board of Directors or whose nomination by such Board of Directors for election by the Company's equityholders was approved by a vote of at least two-thirds of the members of such Board of Directors then in office who either were members of such Board of Directors on the Closing Date or whose election or nomination for election was previously so approved or (y) so long as no person beneficially owns a greater proportion of the total voting power of the Voting Stock of Holdings than is beneficially owned by the Morgan Stanley Entities and Time Warner and their Affiliates, whose election was approved by Holdings with respect to the Company) cease for any reason to constitute a majority of the members of the Board of Directors then in office.

"Closing Date" means the date on which the Notes are originally issued under the Indenture.

"Common Stock" means, with respect to any Person, such Person's equity, other than Preferred Stock of such Person, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all series and classes of such common stock, including any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) thereof.

"Consolidated EBITDA" means, for any period, Adjusted Consolidated Net Income for such period (x) plus, to the extent such amount was deducted in calculating such Adjusted Consolidated Net Income, (i) Consolidated Interest Expense, (ii) income taxes (other than income taxes (either positive or negative) attributable to extraordinary and non-recurring gains or losses or sales of assets), (iii) depreciation expense, (iv) amortization expense and (v) all other non-cash items reducing Adjusted Consolidated Net Income (other than items that will require cash payments and for which an accrual or reserve is, or is required by GAAP to be, made), less all non-cash items increasing Adjusted Consolidated Net Income, all as determined on a consolidated basis for the Company and its Restricted Subsidiaries in conformity with GAAP, and (y) solely for purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (C) of the first paragraph of the "Limitation on Restricted Payments" covenant described below, less (to the extent not otherwise reduced in accordance with GAAP) the aggregate amount of deposits made by the Company and its Restricted Subsidiaries after the Closing Date in connection with proposed Asset Acquisitions that are forfeited by the Company or any of its Restricted Subsidiaries; provided that, if any Restricted Subsidiary is not a Wholly Owned Restricted Subsidiary, Consolidated EBITDA shall be reduced (to the extent not otherwise reduced in accordance with GAAP) by an amount equal to (A) the amount of the Adjusted Consolidated Net Income attributable to such Restricted Subsidiary multiplied by (B) the percentage ownership interest in the income of such Restricted Subsidiary not owned on the last day of such period by the Company or any of its Restricted Subsidiaries.

"Consolidated Interest Expense" means, for any period, the aggregate amount of interest in respect of Indebtedness (including, without limitation, amortization of original issue discount on any Indebtedness and the interest portion of any deferred payment obligation, calculated in accordance with the effective interest method of accounting; all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing; the net costs associated with Interest Rate Agreements; and Indebtedness that is Guaranteed or secured by the Company or any of its Restricted Subsidiaries) and all but the principal component of rentals in respect of Capitalized Lease Obligations paid, accrued or scheduled to be paid or to be accrued by the Company and its Restricted Subsidiaries during such period; excluding, however any premiums, fees and expenses (and any amortization thereof) payable in connection with the Transactions, all as determined on a consolidated basis (without taking into account Unrestricted Subsidiaries) in conformity with GAAP.

"Consolidated Leverage Ratio" means, on any Transaction Date, the ratio of (i) the aggregate amount of Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis outstanding on such

Transaction Date to (ii) four times the aggregate amount of Consolidated EBITDA for the then most recent fiscal quarter for which financial statements of the Company have been filed with the Commission or provided to the Trustee pursuant to the "Commission Reports and Reports to Holders" covenant described below (such fiscal quarter being the "Quarter"); provided that, in making the foregoing calculation, (A) pro forma effect shall be given to any Indebtedness to be Incurred or repaid on the Transaction Date; (B) pro forma effect shall be given to Asset Dispositions and Asset Acquisitions (including giving pro forma effect to the application of proceeds of any Asset Disposition) that occur from the beginning of the Quarter through the Transaction Date (the "Reference Period"), as if they had occurred and such proceeds had been applied on the first day of such Reference Period and, in the case of any Asset Acquisition, giving pro forma effect to any cost reductions the Company anticipates if the Company delivers to the Trustee an officer's certificate executed by the Chief Financial Officer of the Company certifying to and describing and quantifying with reasonable specificity the cost reductions expected to be attained within the first year after such Asset Acquisition; and (C) pro forma effect shall be given to asset dispositions and asset acquisitions (including giving pro forma effect to the application of proceeds of any asset disposition) that have been made by any Person that has become a Restricted Subsidiary or has been merged with or into the Company or any Restricted Subsidiary during such Reference Period and that would have constituted Asset Dispositions or Asset Acquisitions had such transactions occurred when such Person was a Restricted Subsidiary as if such asset dispositions or asset acquisitions were Asset Dispositions or Asset Acquisitions that occurred on the first day of such Reference Period; provided that to the extent that clause (B) or (C) of this sentence requires that pro forma effect be given to an Asset Acquisition or Asset Disposition, such pro forma calculation shall be based upon the fiscal quarter immediately preceding the Transaction Date of the Person, or division or line of business of the Person, that is acquired or disposed of for which financial information is available.

"Consolidated Net Worth" means, at any date of determination, stockholders' equity as set forth on the most recently available quarterly or annual consolidated balance sheet of the Company and its Restricted Subsidiaries (which shall be as of a date not more than 90 days prior to the date of such computation, and which shall not take into account Unrestricted Subsidiaries), less any amounts attributable to Disqualified Stock or any equity security convertible into or exchangeable for Indebtedness, the cost of treasury stock and the principal amount of any promissory notes receivable from the sale of the Capital Stock of the Company or any of its Restricted Subsidiaries, each item to be determined in conformity with GAAP (excluding the effects of foreign currency exchange adjustments under Financial Accounting Standards Board Statement of Financial Accounting Standards No. 52).

"Credit Agreement" means the credit agreement between Renaissance Media LLC, the lenders party thereto, Morgan Stanley Senior Funding, Inc., as syndication agent, CIBC Oppenheimer, as documentation agent, and Bankers Trust Company, as administrative agent, together with any agreements, instruments and documents executed or delivered pursuant to or in connection with such credit agreement, as such credit agreement or such agreements, instruments or documents may be amended, supplemented, extended, restated, renewed or otherwise modified from time to time and any refinancing, replacement or substitution thereof or therefor, or of or for any previous refinancing, replacement or substitution.

"Currency Agreement" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement.

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

"Disqualified Stock" means any class or series of Capital Stock of any Person that by its terms or otherwise is (i) required to be redeemed prior to the Stated Maturity of the Notes, (ii) redeemable at the option of the holder of such class or series of Capital Stock at any time prior to the Stated Maturity of the Notes or (iii) convertible into or exchangeable for Capital Stock referred to in clause (i) or (ii) above or Indebtedness having a scheduled maturity prior to the Stated Maturity of the Notes; provided that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase

or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the Stated Maturity of the Notes shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than the provisions contained in "Limitation on Asset Sales" and "Repurchase of Notes upon a Change of Control" covenants described below and such Capital Stock specifically provides that such Person will not repurchase or redeem any such stock pursuant to such provision prior to the Obligors' repurchase of such Notes as are required to be repurchased pursuant to the "Limitation on Asset Sales" and "Repurchase of Notes upon a Change of Control" covenants described below.

"Existing Stockholders" means (i) the Morgan Stanley Entities and Time Warner and their respective Affiliates and (ii) Holdings, so long as the Morgan Stanley Entities and Time Warner, and their respective Affiliates, in the aggregate, beneficially own a majority of the Voting Stock of Holdings.

"fair market value" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the Board of Directors, whose determination shall be conclusive if evidenced by a Board Resolution; provided that for purposes of clause (viii) of the second paragraph of the "Limitation on Indebtedness" covenant, (x) the fair market value of any security registered under the Exchange Act shall be the average of the closing prices, regular way, of such security for the 20 consecutive trading days immediately preceding the sale of Capital Stock and (y) in the event the aggregate fair market value of any other property (other than cash or cash equivalents) received by the Company or an Obligor exceeds $10 million, the fair market value of such property shall be determined by a nationally recognized investment banking firm and set forth in the written opinion which shall be delivered to the Trustee.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Closing Date, including, without limitation, those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. All ratios and computations contained or referred to in the Indenture shall be computed in conformity with GAAP applied on a consistent basis, except that calculations made for purposes of determining compliance with the terms of the covenants and with other provisions of the Indenture shall be made without giving effect to (i) the amortization of any expenses incurred in connection with the Transactions and (ii) except as otherwise provided, the amortization of any amounts required or permitted by Accounting Principles Board Opinion Nos. 16 and 17.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services (unless such purchase arrangements are on arm's-length terms and are entered into in the ordinary course of business), to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Incur" means, with respect to any Indebtedness, to incur, create, issue, assume, Guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness, including an "Incurrence" of Indebtedness by reason of a Person becoming a Restricted Subsidiary; provided that neither the accrual of interest nor the accretion of original issue discount shall be considered an Incurrence of Indebtedness.

"Indebtedness" means, with respect to any Person at any date of determination (without duplication), (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto, but excluding obligations with respect to letters of credit (including trade letters of credit) securing obligations (other than obligations described in (i) or (ii) above or (v), (vi) or (vii) below) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the third Business Day following receipt by such Person of a demand for reimbursement), (iv) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, which purchase price is due more than six months after the date of placing such property in service or taking delivery and title thereto or the completion of such services, except Trade Payables, (v) all Capitalized Lease Obligations, (vi) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided that the amount of such Indebtedness shall be the lesser of (A) the fair market value of such asset at such date of determination and (B) the amount of such Indebtedness, (vii) all Indebtedness of other Persons Guaranteed by such Person to the extent such Indebtedness is Guaranteed by such Person and (viii) to the extent not otherwise included in this definition, obligations under Currency Agreements and Interest Rate Agreements. The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation, provided (A) that the amount outstanding at any time of any Indebtedness issued with original issue discount is the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness at such time as determined in conformity with GAAP, (B) that money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to prefund the payment of the interest on such Indebtedness shall not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest and (C) that Indebtedness shall not include any liability for federal, state, local or other taxes.

"Interest Rate Agreement" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement.

"Investment" in any Person means any direct or indirect advance, loan or other extension of credit (including, without limitation, by way of Guarantee or similar arrangement; but excluding (x) advances to customers or suppliers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable, prepaid expenses or deposits on the balance sheet of the Company or its Restricted Subsidiaries and (y) deposits in connection with any proposed Asset Acquisition not to exceed 10% of the estimated purchase price for such Asset Acquisition) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, bonds, notes, debentures or other similar instruments issued by, such Person and shall include (i) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary and (ii) the fair market value of the Capital Stock (or any other Investment), held by the Company or any of its Restricted Subsidiaries, of (or in) any Person that has ceased to be a Restricted Subsidiary, including without limitation, by reason of any transaction permitted by clause (iii) of the "Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries" covenant; provided that the fair market value of the Investment remaining in any Person that has ceased to be a Restricted Subsidiary shall not exceed the aggregate amount of Investments previously made in such Person valued at the time such Investments were made less the net reduction of such Investments. For purposes of the definition of "Unrestricted Subsidiary" and the "Limitation on Restricted Payments" covenant described below, (i) "Investment" shall include the fair market value of the assets (net of liabilities (other than liabilities to the Company or any of its Restricted Subsidiaries)) of any Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary, (ii) the fair market value of the assets (net of liabilities (other than liabilities to the Company or any of its Restricted Subsidiaries)) of any Unrestricted Subsidiary at the time that such Unrestricted Subsidiary is designated a

Restricted Subsidiary shall be considered a reduction in outstanding Investments and (iii) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to give any security interest).

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Net Cash Proceeds" means, (a) with respect to any Asset Sale, the proceeds of such Asset Sale in the form of cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or cash equivalents (except to the extent such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary) and proceeds from the conversion of other property received when converted to cash or cash equivalents, net of (i) brokerage commissions and other fees and expenses (including fees and expenses of counsel and investment bankers) related to such Asset Sale, (ii) provisions for all taxes (whether or not such taxes will actually be paid or are payable), including, without limitation, distributions by the Company or a Restricted Subsidiary pursuant to clause (ix) of the second paragraph of the "Limitation on Restricted Payments" covenant, as a result of such Asset Sale without regard to the consolidated results of operations of the Company and its Restricted Subsidiaries, taken as a whole, (iii) payments made to repay Indebtedness or any other obligation outstanding at the time of such Asset Sale that either (A) is secured by a Lien on the property or assets sold or (B) is required to be paid as a result of such sale and (iv) appropriate amounts to be provided by the Company or any Restricted Subsidiary as a reserve against any liabilities associated with such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, all as determined in conformity with GAAP and (b) with respect to any issuance or sale of Capital Stock, the proceeds of such issuance or sale in the form of cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or cash equivalents (except to the extent such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary) and proceeds from the conversion of other property received when converted to cash or cash equivalents, net of attorney's fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Offer to Purchase" means an offer to purchase Notes by the Obligors from the Holders commenced by mailing a notice to the Trustee and each Holder stating: (i) the covenant pursuant to which the offer is being made and that all Notes validly tendered will be accepted for payment on a pro rata basis; (ii) the purchase price and the date of purchase (which shall be a Business Day no earlier than 30 days nor later than 60 days from the date such notice is mailed) (the "Payment Date"); (iii) that any Note not tendered will continue to accrue interest pursuant to its terms; (iv) that, unless the Obligors default in the payment of the purchase price, any Note accepted for payment pursuant to the Offer to Purchase shall cease to accrue interest on and after the Payment Date; (v) that Holders electing to have a Note purchased pursuant to the Offer to Purchase will be required to surrender the Note, together with the form entitled "Option of the Holder to Elect Purchase" on the reverse side of the Note completed, to the Paying Agent at the address specified in the notice prior to the close of business on the Business Day immediately preceding the Payment Date; (vi) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the third Business Day immediately preceding the Payment Date, a telegram, facsimile transmission or letter setting forth the name of such Holder, the principal amount at maturity of Notes delivered for purchase and a statement that such Holder is withdrawing his election to have such Notes purchased; and (vii) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered; provided that each Note purchased and each new Note issued shall be in a principal amount at maturity of $1,000

or integral multiples thereof. On the Payment Date, the Obligors shall (i) accept for payment on a pro rata basis Notes or portions thereof tendered pursuant to an Offer to Purchase; (ii) deposit with the Paying Agent money sufficient to pay the purchase price of all Notes or portions thereof so accepted; and (iii) deliver, or cause to be delivered, to the Trustee all Notes or portions thereof so accepted together with an Officers' Certificate specifying the Notes or portions thereof accepted for payment by the Obligors. The Paying Agent shall promptly mail to the Holders of Notes so accepted payment in an amount equal to the purchase price, and the Trustee shall promptly authenticate and mail to such Holders a new Note equal in principal amount at maturity to any unpurchased portion of the Note surrendered; provided that each Note purchased and each new Note issued shall be in a principal amount at maturity of $1,000 or integral multiples thereof. The Obligors will publicly announce the results of an Offer to Purchase as soon as practicable after the Payment Date. The Trustee shall act as the Paying Agent for an Offer to Purchase. The Obligors will comply with Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable, in the event that the Obligors are required to repurchase Notes pursuant to an Offer to Purchase.

"Permitted Investment" means (i) an Investment in the Company or a Restricted Subsidiary or a Person which will, upon the making of such Investment, become a Restricted Subsidiary or be merged or consolidated with or into or transfer or convey all or substantially all its assets to, the Company or a Restricted Subsidiary; provided that such person's primary business is related, ancillary or complementary to the businesses of the Company and its Restricted Subsidiaries on the date of such Investment; (ii) Temporary Cash Investments; (iii) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses in accordance with GAAP; (iv) stock, obligations or securities received in satisfaction of judgments; (v) loans or advances to employees of the Company or any Restricted Subsidiary evidenced by unsubordinated promissory notes that do not in the aggregate exceed at any one time outstanding $1 million; (vi) Investments in any Person the primary business of which is related, ancillary or complementary to the business of the Company and its Restricted Subsidiaries on the date of such Investments; provided the aggregate amount of Investments made pursuant to this clause (vi) does not exceed $2 million plus the net reductions in Investments made pursuant to this clause (vi) resulting from distributions on or repayments of such Investments or the Net Cash Proceeds from the sale of any such Investments, provided that the net reduction in any Investment shall not exceed the amount of such Investment; (vii) deposits of proceeds with a "qualified intermediary," "qualified trustee" or similar person for purposes of facilitating a like-kind exchange under applicable provisions of the Internal Revenue Code of 1986, as amended; or (viii) Interest Rate Agreements and Currency Agreements designed solely to protect the Company or its Restricted Subsidiaries against fluctuations in interest rates or foreign currency exchange rates.

"Permitted Liens" means (i) Liens for taxes, assessments, governmental charges or claims that are not yet delinquent or are being contested in good faith by appropriate legal proceedings promptly instituted and diligently conducted and for which a reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made; (ii) statutory and common law Liens of landlords and carriers, warehousemen, mechanics, suppliers, materialmen, repairmen or other similar Liens arising in the ordinary course of business and with respect to amounts not yet delinquent or being contested in good faith by appropriate legal proceedings promptly instituted and diligently conducted and for which a reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made; (iii) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security; (iv) Liens incurred or deposits made to secure the performance of tenders, bids, leases, statutory or regulatory obligations (including obligations under franchise agreements), bankers' acceptances, surety and appeal bonds, government contracts, performance and return-of-money bonds and other obligations of a similar nature incurred in the ordinary course of business (exclusive of obligations for the payment of borrowed money); (v) easements, rights-of-way, municipal and zoning ordinances and similar charges, encumbrances, title defects or other irregularities that do not materially interfere with the ordinary course of business of the Company or any of its Restricted Subsidiaries; (vi) Liens upon real or personal property acquired after the Closing Date; provided that (a) such Lien is created solely for the purpose of securing Indebtedness Incurred, in accordance with the "Limitation on Indebtedness" covenant described below, to

finance the cost (including the cost of design, development, acquisition, installation, integration, improvement or construction) of the item of property or assets subject thereto and such Lien is created prior to, at the time of or within six months after the later of the acquisition, the completion of construction or the commencement of full operation of such property (b) the principal amount of the Indebtedness secured by such Lien does not exceed 100% of such cost and (c) any such Lien shall not extend to or cover any property or assets other than such item of property or assets and any improvements on such item; (vii) leases or subleases granted to others that do not materially interfere with the ordinary course of business of the Company and its Restricted Subsidiaries, taken as a whole; (viii) Liens encumbering property or assets under construction arising from progress or partial payments by a customer of the Company or its Restricted Subsidiaries relating to such property or assets; (ix) any interest or title of a lessor in the property subject to any Capitalized Lease or operating lease; (x) Liens arising from filing Uniform Commercial Code financing statements regarding leases; (xi) Liens on property of, or on shares of Capital Stock or Indebtedness of, any Person existing at the time such Person becomes, or becomes a part of, any Restricted Subsidiary; provided that such Liens do not extend to or cover any property or assets of the Company or any Restricted Subsidiary other than the property or assets acquired; (xii) Liens in favor of the Company or any Restricted Subsidiary; (xiii) Liens arising from the rendering of a final judgment or order against the Company or any Restricted Subsidiary that does not give rise to an Event of Default; (xiv) Liens securing reimbursement obligations with respect to letters of credit that encumber documents and other property relating to such letters of credit and the products and proceeds thereof; (xv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (xvi) Liens encumbering customary initial deposits and margin deposits, and other Liens that are within the general parameters customary in the industry and incurred in the ordinary course of business, in each case, securing Indebtedness under Interest Rate Agreements and Currency Agreements and forward contracts, options, future contracts, futures options or similar agreements or arrangements designed solely to protect the Company or any of its Restricted Subsidiaries from fluctuations in interest rates, currencies or the price of commodities; (xvii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business in accordance with industry practice; (xviii) Liens resulting from deposits made in connection with any proposed Asset Acquisition provided that such deposit does not exceed 10% of the estimated purchase price for such Asset Acquisition; (xix) Liens upon real or personal property acquired after the Closing Date that secure Indebtedness under clause (vi) above to secure any other Indebtedness secured under clause (vi) above; provided that the aggregate principal amount of Indebtedness secured by such Liens does not exceed 100% of the cost of all of the property securing such Indebtedness under clause (vi) above; and (xx) Liens on or sales of receivables, including related intangible assets and proceeds thereof.

"Preferred Stock" means, with respect to any Person, such Person's preferred or preference equity, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all series and classes of such preferred or preference stock, including any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) thereof.

"Public Equity Offering" means an underwritten primary public offering of Common Stock of the Company or an Obligor pursuant to an effective registration statement under the Securities Act.

A "Public Market" shall be deemed to exist if (i) a Public Equity Offering has been consummated and (ii) at least 15% of the total issued and outstanding Common Stock of the Company or an Obligor has been distributed by means of an effective registration statement under the Securities Act or sales pursuant to Rule 144 under the Securities Act.

"Restricted Subsidiary" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"Significant Subsidiary" means, at any date of determination, the Obligors and any Restricted Subsidiary that, together with its Subsidiaries, (i) for the most recent fiscal year of the Company, accounted for more than 10% of the consolidated revenues of the Company and its Restricted Subsidiaries or (ii) as of the end of such

fiscal year, was the owner of more than 10% of the consolidated assets of the Company and its Restricted Subsidiaries, all as set forth on the most recently available consolidated financial statements of the Company for such fiscal year.

"Specified Date" means any Redemption Date, any Payment Date for an Offer to Purchase or any date on which the Notes first become due and payable after an Event of Default.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, and its successors.

"Stated Maturity" means, (i) with respect to any debt security, the date specified in such debt security as the fixed date on which the final installment of principal of such debt security is due and payable and (ii) with respect to any scheduled installment of principal of or interest on any debt security, the date specified in such debt security as the fixed date on which such installment is due and payable.

"Subsidiary" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the voting power of the outstanding Voting Stock is owned, directly or indirectly, by such Person and one or more other Subsidiaries of such Person.

"Tax Amount" means, with respect to any period, without duplication, the increase in the cumulative United States federal, state and local tax liability of holders of equity interests in the Company or a Restricted Subsidiary, as applicable (or if such holder is a pass-through entity for United States income tax purposes, holders of its equity interests) in respect of their interests in the Company or such Restricted Subsidiary for such period plus any additional amounts payable to such holders to cover taxes arising from the ownership of such equity interests, but excluding any increase in tax liability or additional amounts payable in respect of a gain realized by a holder of an equity interest in the Company or a Restricted Subsidiary upon the sale or disposition by such holder of an equity interest, including without limitation, any redemption thereof by the Company, in the Company or a Restricted Subsidiary.

"Temporary Cash Investment" means any of the following: (i) direct obligations of the United States of America or any agency thereof or obligations fully and unconditionally guaranteed by the United States of America or any agency thereof, (ii) time deposit accounts, certificates of deposit and money market deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company which is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America, and which bank or trust company has capital, surplus and undivided profits aggregating in excess of $50 million (or the foreign currency equivalent thereof) and has outstanding debt which is rated "A" (or such similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) or any money-market fund sponsored by a registered broker dealer or mutual fund distributor, (iii) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (i) above entered into with a bank meeting the qualifications described in clause (ii) above, (iv) commercial paper, maturing not more than 90 days after the date of acquisition, issued by a corporation (other than an Affiliate of the Company) organized and in existence under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of "P-1" (or higher) according to Moody's or "A-1" (or higher) according to S&P, and (v) securities with maturities of six months or less from the date of acquisition issued or fully and unconditionally guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least "A" by S&P or Moody's.

"Trade Payables" means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person or any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services.

"Transaction Date" means, with respect to the Incurrence of any Indebtedness by the Company or any of its Restricted Subsidiaries, the date such Indebtedness is to be Incurred and, with respect to any Restricted Payment, the date such Restricted Payment is to be made.

"Unrestricted Subsidiary" means (i) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below; and (ii) any Subsidiary of an Unrestricted Subsidiary. The Board of Directors may designate any Restricted Subsidiary (including any newly acquired or newly formed Subsidiary of the Company), other than the Obligors, to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any Restricted Subsidiary; provided that (A) any Guarantee by the Company or any Restricted Subsidiary of any Indebtedness of the Subsidiary being so designated shall be deemed an "Incurrence" of such Indebtedness and an "Investment" by the Company or such Restricted Subsidiary (or both, if applicable) at the time of such designation; (B) either (I) the Subsidiary to be so designated has total assets of $1,000 or less or (II) if such Subsidiary has assets greater than $1,000, such designation would be permitted under the "Limitation on Restricted Payments" covenant described below and (C) if applicable, the Incurrence of Indebtedness and the Investment referred to in clause (A) of this proviso would be permitted under the "Limitation on Indebtedness" and "Limitation on Restricted Payments" covenants described below. The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that (i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such designation and (ii) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately after such designation would, if Incurred at such time, have been permitted to be Incurred (and shall be deemed to have been Incurred) for all purposes of the Indenture. Any such designation by the Board of Directors shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"Voting Stock" means with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

"Wholly Owned" means, with respect to any Subsidiary of any Person, the ownership of all of the outstanding Capital Stock of such Subsidiary (other than any director's qualifying shares or Investments by foreign nationals mandated by applicable law) by such Person or one or more Wholly Owned Subsidiaries of such Person.

COVENANTS

Limitation on Indebtedness

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (other than the Notes, the Guaranty and Indebtedness existing on the Closing Date); provided that the Company or any Obligor may Incur Indebtedness if, after giving effect to the Incurrence of such Indebtedness and the receipt and application of the proceeds therefrom, the Consolidated Leverage Ratio would be greater than zero and (x) less than or equal to 7.25 to 1, for Indebtedness Incurred on or prior to December 31, 1999, or (y) less than or equal to 6.75 to 1, for Indebtedness Incurred thereafter.

Notwithstanding the foregoing, the Company and any Restricted Subsidiary (except as specified below) may Incur each and all of the following: (i) Indebtedness outstanding at any time in an aggregate principal amount not to exceed the greater of (x) $200 million, less any amount of such Indebtedness permanently repaid as provided under the "Limitation on Asset Sales" covenant described below and (y) an amount equal to 4.5 times the Company's Consolidated EBITDA for the then most recent fiscal quarter for which financial statements of the Company have been filed with the Commission (giving pro forma effect to any Asset Acquisitions and Asset Dispositions as provided under the definition of "Consolidated Leverage Ratio") multiplied by four; (ii) Indebtedness owed (A) to

the Company or any Obligor evidenced by a promissory note or (B) to any other Restricted Subsidiary; provided that any event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of such Indebtedness (other than to the Company or another Restricted Subsidiary) shall be deemed, in each case, to constitute an Incurrence of such Indebtedness not permitted by this clause (ii); (iii) Indebtedness issued in exchange for, or the net proceeds of which are used to refinance or refund, then outstanding Indebtedness (other than Indebtedness Incurred under clause (i), (ii), (iv), (vi), (vii) or (viii) of this paragraph) and any refinancings thereof in an amount not to exceed the amount so refinanced or refunded (plus premiums, accrued interest, fees and expenses); provided that Indebtedness the proceeds of which are used to refinance or refund the Notes and the Guaranty or Indebtedness that is pari passu with, or subordinated in right of payment to, the Notes and the Guaranty shall only be permitted under this clause (iii) if (A) in case the Notes and the Guaranty are refinanced in part or the Indebtedness to be refinanced is pari passu with the Notes and the Guaranty, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is outstanding, is expressly made pari passu with, or subordinate in right of payment to, the remaining Notes and the Guaranty, (B) in case the Indebtedness to be refinanced is subordinated in right of payment to the Notes and the Guaranty, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, is expressly made subordinate in right of payment to the Notes and the Guaranty at least to the extent that the Indebtedness to be refinanced is subordinated to the Notes and the Guaranty and (C) such new Indebtedness, determined as of the date of Incurrence of such new Indebtedness, does not mature prior to the Stated Maturity of the Indebtedness to be refinanced or refunded, and the Average Life of such new Indebtedness is at least equal to the remaining Average Life of the Indebtedness to be refinanced or refunded; and provided further that in no event may Indebtedness of the Company or the Obligors be refinanced by means of any Indebtedness of any Restricted Subsidiary other than the Obligors pursuant to this clause (iii); (iv) Indebtedness (A) in respect of performance, surety or appeal bonds, performance guarantees or similar obligations securing the Company's or any Restricted Subsidiary's obligations under any cable television franchise, pole attachment agreement or lease or other similar agreement incurred in the ordinary course of business and entered into in connection with the day-to-day operations of such business, (B) under Currency Agreements and Interest Rate Agreements; provided that such agreements (a) are designed solely to protect the Company or its Restricted Subsidiaries against fluctuations in foreign currency exchange rates or interest rates and (b) do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in foreign currency exchange rates or interest rates or by reason of fees, indemnities and compensation payable thereunder; and (C) arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, or from Guarantees or letters of credit, surety bonds or performance bonds securing any obligations of the Company or any of its Restricted Subsidiaries pursuant to such agreements, in any case Incurred in connection with the disposition of any business, assets or Restricted Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition), in a principal amount not to exceed the gross proceeds actually received by the Company or any Restricted Subsidiary in connection with such disposition; (v) Indebtedness of the Company or the Obligors, to the extent the net proceeds thereof are promptly (A) used to purchase Notes tendered in an Offer to Purchase made as a result of a Change in Control or (B) deposited to defease the Notes as described below under "Defeasance"; (vi) Guarantees of the Notes and Guarantees of Indebtedness of the Company or the Obligors by any Restricted Subsidiary provided the Guarantee of such Indebtedness is permitted by and made in accordance with the "Limitation on Issuance of Guarantees by Restricted Subsidiaries" covenant described below; (vii) Indebtedness Incurred to finance the cost to acquire equipment, inventory or other assets used or useful in the business of the Company and its Restricted Subsidiaries (including acquisitions by way of a Capitalized Lease and the acquisition of the Capital Stock of a Person that becomes a Restricted Subsidiary), in an aggregate principal amount outstanding at any time not to exceed 5% of the Company's total assets as set forth on the most recently available quarterly or annual consolidated balance sheet of the Company and its Restricted Subsidiaries filed with the Commission; (viii) Indebtedness of the Company or any Obligor not to exceed, at any one time outstanding, two times the sum of (A) the Net Cash Proceeds received by the Company or an Obligor after the Closing Date as a capital contribution (other than a capital contribution by the Company or any Subsidiary of the Company) or from the sale of its Capital Stock (other than Disqualified Stock) to a Person other than the Company or any

Subsidiary of the Company, to the extent such capital contribution or sale of Capital Stock has not been used pursuant to clause (C)(2) of the first paragraph or clause (iii), or (iv) of the second paragraph of the "Limitation on Restricted Payments" covenant described below to make a Restricted Payment and (B) 80% of the fair market value of property (other than cash and cash equivalents) received by the Company or an Obligor after the Closing Date as a capital contribution (other than a capital contribution by the Company or any Subsidiary of the Company) or from the sale of its Capital Stock (other than Disqualified Stock) to a Person other than the Company or any Subsidiary of the Company, to the extent such capital contribution or sale of Capital Stock has not been used pursuant to clause (iii), (iv) or (vi) of the second paragraph of the "Limitation on Restricted Payments" covenant described below to make a Restricted Payment; provided that such Indebtedness does not mature prior to the Stated Maturity of the Notes and has an Average Life longer than the Notes; and (ix) Acquired Indebtedness; provided that after giving effect to the Incurrence thereof, the Company could Incur at least $1.00 of Indebtedness under the first paragraph of the "Limitation on Indebtedness" covenant.

(b) Notwithstanding any other provision of this "Limitation on Indebtedness" covenant, the maximum amount of Indebtedness that the Company or a Restricted Subsidiary may Incur pursuant to this "Limitation on Indebtedness" covenant shall not be deemed to be exceeded, with respect to any outstanding Indebtedness due solely to the result of fluctuations in the exchange rates of currencies.

(c) For purposes of determining any particular amount of Indebtedness under this "Limitation on Indebtedness" covenant, (1) Indebtedness Incurred under the Credit Agreement on or prior to the Closing Date shall be treated as Incurred pursuant to clause (i) of the second paragraph of this "Limitation on Indebtedness" covenant, (2) Guarantees, Liens or obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included and (3) any Liens granted pursuant to the equal and ratable provisions referred to in the "Limitation on Liens" covenant described below shall not be treated as Indebtedness. For purposes of determining compliance with this "Limitation on Indebtedness" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the above clauses (other than Indebtedness referred to in clause (1) of the preceding sentence), the Company, in its sole discretion, shall classify, and from time to time may reclassify, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of such clauses; provided that any Indebtedness Incurred under any of clauses (i) through (ix) of the second paragraph of this covenant shall be deemed to be no longer outstanding under any such clauses and shall be deemed to have been Incurred under the first paragraph of this covenant on the first date on which the Company could have Incurred such Indebtedness under the first paragraph of this covenant if no Default or Event of Default would be continuing after giving effect to such Incurrence.

Limitation on Restricted Payments

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, (i) declare or pay any dividend or make any distribution on or with respect to its Capital Stock held by Persons other than the Company or any of its Restricted Subsidiaries (other than (x) dividends or distributions payable solely in shares of its Capital Stock (other than Disqualified Stock) or in options, warrants or other rights to acquire shares of such Capital Stock and (y) pro rata dividends or distributions on Common Stock of Restricted Subsidiaries other than the Obligors held by minority stockholders), (ii) purchase, redeem, retire or otherwise acquire for value any shares of Capital Stock of (A) the Company, an Obligor or an Unrestricted Subsidiary (including options, warrants or other rights to acquire such shares of Capital Stock) held by any Person (other than the Company or a Wholly Owned Restricted Subsidiary) or (B) any Restricted Subsidiary other than the Obligors (including options, warrants or other rights to acquire such shares of Capital Stock) held by any Affiliate of the Company or any Obligor (other than a Wholly Owned Restricted Subsidiary) or any holder (or any Affiliate of such holder) of 5% or more of the Capital Stock of the Company or any Obligor, (iii) make any voluntary or optional principal payment, or voluntary or optional redemption, repurchase, defeasance, or other acquisition or retirement for value, of Indebtedness of the Company that is subordinated in right of payment to the Guaranty or Indebtedness of an Obligor that is subordinated in right of payment to the Notes or (iv) make any Investment, other than a Permitted Investment, in any Person (such payments or any other actions described in clauses (i) through (iv)

above being collectively "Restricted Payments") if, at the time of, and after giving effect to, the proposed Restricted Payment: (A) a Default or Event of Default shall have occurred and be continuing, (B) the Company could not Incur at least $1.00 of Indebtedness under the first paragraph of the "Limitation on Indebtedness" covenant or (C) the aggregate amount of all Restricted Payments (the amount, if other than in cash, to be determined in good faith by the Board of Directors, whose determination shall be conclusive and evidenced by a Board Resolution) made after the Closing Date shall exceed the sum of (1) the amount by which Consolidated EBITDA exceeds 130% of Consolidated Interest Expense, in each case, determined on a cumulative basis during the period (taken as one accounting period) beginning on the first day of the fiscal quarter immediately following the Closing Date and ending on the last day of the last fiscal quarter preceding the Transaction Date for which reports have been filed with the Commission or provided to the Trustee pursuant to the "Commission Reports and Reports to Holders" covenant plus (2) the aggregate Net Cash Proceeds received by the Company or an Obligor after the Closing Date as a capital contribution (other than a capital contribution by the Company or any Subsidiary of the Company) or from the issuance and sale permitted by the Indenture of its Capital Stock (other than Disqualified Stock) to a Person other than the Company or any Subsidiary of the Company, including an issuance or sale permitted by the Indenture of Indebtedness of the Company or an Obligor for cash subsequent to the Closing Date upon the conversion of such Indebtedness into Capital Stock (other than Disqualified Stock) of the Company or such Obligor, or from the issuance to a Person other than the Company or any Subsidiary of the Company of any options, warrants or other rights to acquire Capital Stock of the Company or an Obligor (in each case, exclusive of any Disqualified Stock or any options, warrants or other rights that are redeemable at the option of the holder, or are required to be redeemed, prior to the Stated Maturity of the Notes), in each case except to the extent such Net Cash Proceeds are used to Incur Indebtedness outstanding under clause (viii) of the second paragraph under the "Limitation on Indebtedness" covenant, plus (3) an amount equal to the net reduction in Investments (other than reductions in Permitted Investments) in any Person resulting from payments of interest on Indebtedness, dividends, repayments of loans or advances, or other transfers of assets, in each case to the Company or any Restricted Subsidiary or from the Net Cash Proceeds from the sale of any such Investment (except, in each case, to the extent any such payment or proceeds are included in the calculation of Adjusted Consolidated Net Income), or from redesignations of Unrestricted Subsidiaries as Restricted Subsidiaries (valued in each case as provided in the definition of "Investments"), not to exceed, in each case, the amount of Investments previously made by the Company or any Restricted Subsidiary in such Person or Unrestricted Subsidiary.

The foregoing provision shall not be violated by reason of: (i) the payment of any dividend within 60 days after the date of declaration thereof if, at said date of declaration, such payment would comply with the foregoing paragraph; (ii) the redemption, repurchase, defeasance or other acquisition or retirement for value of Indebtedness that is subordinated in right of payment to the Guaranty or the Notes including premium, if any, and accrued and unpaid interest, with the proceeds of, or in exchange for, Indebtedness Incurred under clause (iii) of the second paragraph of part (a) of the "Limitation on Indebtedness" covenant; (iii) the repurchase, redemption or other acquisition of Capital Stock of the Company, an Obligor or an Unrestricted Subsidiary (or options, warrants or other rights to acquire such Capital Stock) in exchange for, or out of the proceeds of a substantially concurrent offering of, shares of Capital Stock (other than Disqualified Stock) of the Company or an Obligor (or options, warrants or other rights to acquire such Capital Stock); (iv) the making of any principal payment or the repurchase, redemption, retirement, defeasance or other acquisition for value of Indebtedness of the Company which is subordinated in right of payment to the Guaranty or Indebtedness of an Obligor which is subordinated in right of payment to the Notes in exchange for, or out of the proceeds of, a substantially concurrent offering of, shares of the Capital Stock (other than Disqualified Stock) of the Company or an Obligor (or options, warrants or other rights to acquire such Capital Stock); (v) payments or distributions, to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of assets that complies with the provisions of the Indenture applicable to mergers, consolidations and transfers of all or substantially all of the property and assets of the Company; (vi) Investments acquired as a capital contribution or in exchange for Capital Stock (other than Disqualified Stock) of the Company or an Obligor; (vii) the purchase, redemption, acquisition, cancellation or other retirement for value of shares of Capital Stock of the Company or an Obligor, options for any such shares or related stock appreciation rights or similar

securities held by officers or employees or former officers or employees (or their estates or beneficiaries under their estates), upon death, disability, retirement or termination of employment or pursuant to any agreement under which such shares of stock or related rights were issued; provided that the aggregate consideration paid for such purchase, redemption, acquisition, cancellation or other retirement of such shares or related rights after the Closing Date does not exceed $2 million; (viii) the declaration or payment of dividends on the Common Stock of the Company or an Obligor following a Public Equity Offering of such Common Stock, of up to 6% per annum of the Net Cash Proceeds received by the Company or such Obligor in such Public Equity Offering; (ix) for so long as the Company or any Restricted Subsidiary is treated as a pass-through entity for United States federal income tax purposes, distributions to equity holders of the Company or any Restricted Subsidiary in an amount not to exceed the Tax Amount for such period; or (x) other Restricted Payments in an aggregate amount not to exceed $10 million; provided that, except in the case of clauses (i) and (iii), no Default or Event of Default shall have occurred and be continuing or occur as a consequence of the actions or payments set forth therein.

Each Restricted Payment permitted pursuant to the preceding paragraph (other than the Restricted Payment referred to in clause (ii) thereof, an exchange of Capital Stock for Capital Stock or Indebtedness referred to in clause (iii) or (iv) thereof and an Investment referred to in clause (vi) thereof), and the Net Cash Proceeds from any issuance of Capital Stock referred to in clauses (iii) and (iv), shall be included in calculating whether the conditions of clause (C) of the first paragraph of this "Limitation on Restricted Payments" covenant have been met with respect to any subsequent Restricted Payments. In the event the proceeds of an issuance of Capital Stock of the Company or an Obligor are used for the redemption, repurchase or other acquisition of the Notes, or Indebtedness that is pari passu with the Notes or the Guaranty, then the Net Cash Proceeds of such issuance shall be included in clause (C) of the first paragraph of this "Limitation on Restricted Payments" covenant only to the extent such proceeds are not used for such redemption, repurchase or other acquisition of Indebtedness.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to (i) pay dividends or make any other distributions permitted by applicable law on any Capital Stock of such Restricted Subsidiary owned by the Company or any other Restricted Subsidiary, (ii) pay any Indebtedness owed to the Company or any other Restricted Subsidiary, (iii) make loans or advances to the Company or any other Restricted Subsidiary or (iv) transfer any of its property or assets to the Company or any other Restricted Subsidiary.

The foregoing provisions shall not restrict any encumbrances or restrictions: (i) existing on the Closing Date in the Credit Agreement, the Indenture or any other agreements in effect on the Closing Date, and any extensions, refinancings, renewals or replacements of such agreements; provided that (x) the encumbrances and restrictions in any such extensions, refinancings, renewals or replacements are no less favorable in any material respect to the Holders than those encumbrances or restrictions that are then in effect and that are being extended, refinanced, renewed or replaced or (y) the encumbrances and restrictions in any such modifications, extensions, refinancings, renewals, restructurings, substitutions or replacements (A) do not prevent the Company or any of its Restricted Subsidiaries from paying interest on the Notes and (B) will be no more restrictive in any material respect than encumbrances and restrictions which could be obtained by a Person comparable to the Company or such Restricted Subsidiary under then prevailing market conditions; (ii) existing under or by reason of applicable law; (iii) existing with respect to any Person or the property or assets of such Person acquired by the Company or any Restricted Subsidiary, existing at the time of such acquisition and not incurred in contemplation thereof, which encumbrances or restrictions are not applicable to any Person or the property or assets of any Person other than such Person or the property or assets of such Person so acquired; (iv) in the case of clause (iv) of the first paragraph of this "Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" covenant, (A) that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract or similar property or asset, (B) existing by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or

any Restricted Subsidiary not otherwise prohibited by the Indenture or (C) arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, detract from the value of property or assets of the Company or any Restricted Subsidiary in any manner material to the Company or any Restricted Subsidiary; (v) with respect to a Restricted Subsidiary and imposed pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock of, or property and assets of, such Restricted Subsidiary; or (vi) contained in the terms of any Indebtedness or any agreement pursuant to which such Indebtedness was issued if (A) the encumbrance or restriction applies only in the event of a payment default or a default with respect to a financial covenant contained in such Indebtedness or agreement, (B) the encumbrance or restriction is not materially more disadvantageous to the Holders of the Notes than is customary in comparable financings (as determined by the Company) and (C) the Company determines, at the time of entering into such encumbrance or restriction, that any such encumbrance or restriction will not materially affect the Company's ability to make principal or interest payments on the Notes. Nothing contained in this "Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" covenant shall prevent the Company or any Restricted Subsidiary from (1) creating, incurring, assuming or suffering to exist any Liens otherwise permitted in the "Limitation on Liens" covenant or (2) restricting the sale or other disposition of property or assets of the Company or any of its Restricted Subsidiaries that secure Indebtedness of the Company or any of its Restricted Subsidiaries.

Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries

The Company will not sell, and will not permit any Restricted Subsidiary, directly or indirectly, to issue or sell, any shares of Capital Stock of a Restricted Subsidiary other than an Obligor (including options, warrants or other rights to purchase shares of such Capital Stock) except (i) to the Company or a Wholly Owned Restricted Subsidiary; (ii) issuances of director's qualifying shares or sales to foreign nationals of shares of Capital Stock of foreign Restricted Subsidiaries, to the extent required by applicable law; (iii) if, immediately after giving effect to such issuance or sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under the "Limitation on Restricted Payments" covenant if made on the date of such issuance or sale; or (iv) issuances or sales of Common Stock of a Restricted Subsidiary provided that the Company or such Restricted Subsidiary applies the Net Cash Proceeds, if any, of any such sale in accordance with clause (A) or (B) of the "Limitation on Asset Sales" covenant described below.

Limitation on Issuances of Guarantees by Restricted Subsidiaries

The Company will not permit any Restricted Subsidiary other than an Obligor, directly or indirectly, to Guarantee any Indebtedness of the Company or any Obligor which is pari passu with or subordinate in right of payment to the Notes or the Guaranty ("Guaranteed Indebtedness"), unless (i) such Restricted Subsidiary simultaneously executes and delivers a supplemental indenture to the Indenture providing for a Guarantee (a "Subsidiary Guarantee") of payment of the Notes by such Restricted Subsidiary and (ii) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Subsidiary Guarantee; provided that this paragraph shall not be applicable to (x) any Guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not Incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary or (y) any Guarantee of Indebtedness, including Indebtedness under the Credit Agreement, Incurred under clause (i) of the second paragraph under the "Limitation on Indebtedness" covenant. If the Guaranteed Indebtedness is (A) pari passu with the Notes or the Guaranty, then the Guarantee of such Guaranteed Indebtedness shall be pari passu with, or subordinated to, the Subsidiary Guarantee or (B) subordinated to the Notes or the Guaranty, then the Guarantee of such Guaranteed Indebtedness shall be subordinated to the Subsidiary Guarantee at least to the extent that the Guaranteed Indebtedness is subordinated to the Notes or the Guaranty.

Notwithstanding the foregoing, any Subsidiary Guarantee by a Restricted Subsidiary may provide by its terms that it shall be automatically and unconditionally released and discharged upon (i) any sale, exchange or

transfer, to any Person not an Affiliate of the Company, of all of the Company's and each Restricted Subsidiary's Capital Stock in, or all or substantially all the assets of, such Restricted Subsidiary (which sale, exchange or transfer is not prohibited by the Indenture) or (ii) the release or discharge of the Guarantee which resulted in the creation of such Subsidiary Guarantee, except a discharge or release by or as a result of payment under such Guarantee.

Limitation on Transactions with Shareholders and Affiliates

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, renew or extend any transaction (including, without limitation, the purchase, sale, lease or exchange of property or assets, or the rendering of any service) with any holder (or any Affiliate of such holder) of 5% or more of any class of Capital Stock of the Company or with any Affiliate of the Company or any Restricted Subsidiary, except upon fair and reasonable terms no less favorable to the Company or such Restricted Subsidiary than could be obtained, at the time of such transaction or, if such transaction is pursuant to a written agreement, at the time of the execution of the agreement providing therefor, in a comparable arm's-length transaction with a Person that is not such a holder or an Affiliate.

The foregoing limitation does not limit, and shall not apply to (i) transactions (A) approved by a majority of the disinterested members of the Board of Directors or (B) for which the Company or a Restricted Subsidiary delivers to the Trustee a written opinion of a nationally recognized investment banking firm (including, without limitation, Morgan Stanley & Co. Incorporated and its Affiliates) stating that the transaction is fair to the Company or such Restricted Subsidiary from a financial point of view; (ii) any transaction solely between the Company and any of its Wholly Owned Restricted Subsidiaries or solely between Wholly Owned Restricted Subsidiaries; (iii) the payment of reasonable and customary regular fees to directors of the Company who are not employees of the Company; (iv) any payments or other transactions pursuant to any tax-sharing agreement between the Company and any other Person with which the Company files a consolidated tax return or with which the Company is part of a consolidated group for tax purposes; (v) programming agreements, marketing and promotional agreements, equipment agreements and agreements for other goods or services related to the business of the Company and its Restricted Subsidiaries entered into in the ordinary course of business by the Company or any Restricted Subsidiary and Time Warner or its Affiliates; (vi) the payment of fees to Morgan Stanley & Co. Incorporated or its Affiliates for financial, advisory, consulting or investment banking services that the Board of Directors deems to be advisable or appropriate (including, without limitation, the payment of any underwriting discounts or commissions or placement agency fees in connection with the issuance and sale of securities); (vii) the Transactions; or (viii) any Restricted Payments not prohibited by the "Limitation on Restricted Payments" covenant. Notwithstanding the foregoing, any transaction or series of related transactions covered by the first paragraph of this "Limitation on Transactions with Shareholders and Affiliates" covenant and not covered by clauses (ii) through (viii) of this paragraph, (a) the aggregate amount of which exceeds $2 million in value, must be approved or determined to be fair in the manner provided for in clause (i)(A) or (B) above and (b) the aggregate amount of which exceeds $4 million in value, must be determined to be fair in the manner provided for in clause (i)(B) above.

Limitation on Liens

The Company will not, and will not permit any Restricted Subsidiary to, create, incur, assume or suffer to exist any Lien on any of its assets or properties of any character, or any shares of Capital Stock or Indebtedness of any Restricted Subsidiary, without making effective provision for all of the Notes and the Guaranty and all other amounts due under the Indenture to be directly secured equally and ratably with (or, if the obligation or liability to be secured by such Lien is subordinated in right of payment to the Notes and the Guaranty, prior to) the obligation or liability secured by such Lien.

The foregoing limitation does not apply to (i) Liens existing on the Closing Date, including Liens securing obligations under the Credit Agreement; (ii) Liens granted after the Closing Date on any assets or Capital Stock of the Company or its Restricted Subsidiaries created in favor of the Holders; (iii) Liens with respect to the assets

of a Restricted Subsidiary granted by such Restricted Subsidiary to the Company or a Wholly Owned Restricted Subsidiary to secure Indebtedness owing to the Company or such other Restricted Subsidiary; (iv) Liens securing Indebtedness which is Incurred to refinance secured Indebtedness which is permitted to be Incurred under clause (iii) of the second paragraph of the "Limitation on Indebtedness" covenant; provided that such Liens do not extend to or cover any property or assets of the Company or any Restricted Subsidiary other than the property or assets securing the Indebtedness being refinanced; (v) Liens on the Capital Stock of or any property or assets of a Restricted Subsidiary securing Indebtedness of such Restricted Subsidiary permitted under the "Limitation on Indebtedness" covenant; (vi) Liens securing Indebtedness outstanding under clause (i) of the second paragraph under the "Limitation on Indebtedness" covenant; or (vii) Permitted Liens.

Limitation on Sale-Leaseback Transactions

The Company will not, and will not permit any Restricted Subsidiary to, enter into any sale-leaseback transaction involving any of its assets or properties whether now owned or hereafter acquired, whereby the Company or a Restricted Subsidiary sells or transfers such assets or properties and then or thereafter leases such assets or properties or any part thereof or any other assets or properties which the Company or such Restricted Subsidiary, as the case may be, intends to use for substantially the same purpose or purposes as the assets or properties sold or transferred.

The foregoing restriction does not apply to any sale-leaseback transaction if (i) the lease is for a period, including renewal rights, of not in excess of three years; (ii) the lease secures or relates to industrial revenue or pollution control bonds; (iii) the transaction is solely between the Company and any Wholly Owned Restricted Subsidiary or solely between Wholly Owned Restricted Subsidiaries; or (iv) the Company or such Restricted Subsidiary, within 12 months after the sale or transfer of any assets or properties is completed, applies an amount not less than the net proceeds received from such sale in accordance with clause (A) or (B) of the first paragraph of the "Limitation on Asset Sales" covenant described below.

Limitation on Asset Sales

The Company will not, and will not permit any Restricted Subsidiary to, consummate any Asset Sale, unless (i) the consideration received by the Company or such Restricted Subsidiary is at least equal to the fair market value of the assets sold or disposed of and (ii) at least 75% of the consideration received consists of cash or Temporary Cash Investments or the assumption of Indebtedness of the Company or any Restricted Subsidiary, provided that the Company or such Restricted Subsidiary is irrevocably and unconditionally released from all liability under such Indebtedness. In the event and to the extent that the Net Cash Proceeds received by the Company or any of its Restricted Subsidiaries from one or more Asset Sales occurring on or after the Closing Date in any period of 12 consecutive months exceed 10% of Adjusted Consolidated Net Tangible Assets (determined as of the date closest to the commencement of such 12-month period for which a consolidated balance sheet of the Company and its Subsidiaries has been filed with the Commission pursuant to the "Commission Reports and Reports to Holders" covenant), then the Company shall or shall cause the relevant Restricted Subsidiary to (i) within twelve months after the date Net Cash Proceeds so received exceed 10% of Adjusted Consolidated Net Tangible Assets (A) apply an amount equal to such excess Net Cash Proceeds to permanently repay unsubordinated Indebtedness of the Company, the Obligors or any Restricted Subsidiary providing a Subsidiary Guarantee pursuant to the "Limitation on Issuances of Guarantees by Restricted Subsidiaries" covenant described above or Indebtedness of any other Restricted Subsidiary, in each case owing to a Person other than the Company or any of its Restricted Subsidiaries or (B) invest an equal amount, or the amount not so applied pursuant to clause (A) (or enter into a definitive agreement committing to so invest within 12 months after the date of such agreement), in property or assets (other than current assets) of a nature or type or that are used in a business (or in a company having property and assets of a nature or type, or engaged in a business) similar or related to the nature or type of the property and assets of, or the business of, the Company and its Restricted Subsidiaries existing on the date of such investment and (ii) apply (no later than the end of the 12-month period referred to in clause (i)) such excess Net Cash Proceeds (to the extent not applied pursuant to

clause (i)) as provided in the following paragraph of this "Limitation on Asset Sales" covenant. Without in any way limiting the Company's discretion under the preceding sentence, pending the final application of any such Net Cash Proceeds, the Company or such Restricted Subsidiary may temporarily reduce Indebtedness under a revolving credit facility, if any, or otherwise invest such Net Cash Proceeds. The amount of such excess Net Cash Proceeds required to be applied (or to be committed to be applied) during such 12-month period as set forth in clause (i) of the preceding sentence and not applied as so required by the end of such period shall constitute "Excess Proceeds."

If, as of the first day of any calendar month, the aggregate amount of Excess Proceeds not theretofore subject to an Offer to Purchase pursuant to this "Limitation on Asset Sales" covenant totals at least $10 million, the Obligors must commence, not later than the fifteenth Business Day of such month, and consummate an Offer to Purchase from the Holders (and if required by the terms of any Indebtedness that is pari passu with the Notes or the Guaranty ("Pari Passu Indebtedness"), from the holders of such Pari Passu Indebtedness) on a pro rata basis an aggregate Accreted Value of Notes (and Pari Passu Indebtedness) equal to the Excess Proceeds on such date, at a purchase price equal to 100% of the Accreted Value of the Notes on the relevant Payment Date (and principal amount of Pari Passu Indebtedness), plus, in each case, accrued interest (if any) to the Payment Date.

REPURCHASE OF NOTES UPON A CHANGE OF CONTROL

The Obligors must commence, within 30 days of the occurrence of a Change of Control, and consummate an Offer to Purchase for all Notes then outstanding, at a purchase price equal to 101% of the Accreted Value thereof on the relevant Payment Date, plus accrued interest (if any) to the Payment Date.

There can be no assurance that the Obligors will have sufficient funds available at the time of any Change of Control to make any debt payment (including repurchases of Notes) required by the foregoing covenant (as well as may be contained in other securities of the Company and the Obligors which might be outstanding at the time). The above covenant requiring the Obligors to repurchase the Notes will, unless consents are obtained, require the Obligors to repay all indebtedness then outstanding which by its terms would prohibit such Note repurchase, either prior to or concurrently with such Note repurchase.

The Obligors will not be required to make an Offer to Purchase pursuant to this covenant if a third party makes an Offer to Purchase in compliance with this covenant and repurchases all Notes validly tendered and not withdrawn under such Offer to Purchase.

COMMISSION REPORTS AND REPORTS TO HOLDERS

At all times from and after the earlier of (i) the date of the commencement of an Exchange Offer or the effectiveness of the Shelf Registration Statement (the "Registration") and (ii) the date that is six months after the Closing Date, in either case, whether or not the Company and the Obligors are then required to file reports with the Commission, the Company and the Obligors shall file with the Commission all such reports and other information as they would be required to file with the Commission by Sections 13(a) or 15(d) under the Securities Exchange Act of 1934 if they were subject thereto. The Company and the Obligors shall supply the Trustee and each Holder or shall supply to the Trustee for forwarding to each such Holder, without cost to such Holder, copies of such reports and other information. In addition, at all times prior to the earlier of the date of the Registration and the date that is six months after the Closing Date, the Company and the Obligors shall, at their cost, deliver to each Holder of the Notes quarterly and annual reports substantially equivalent to those which would be required by the Exchange Act. In addition, at all times prior to the Registration, upon the request of any Holder or any prospective purchaser of the Notes designated by a Holder, the Company and the Obligors shall supply to such Holder or such prospective purchaser the information required under Rule 144A under the Securities Act.

EVENTS OF DEFAULT

The following events will be defined as "Events of Default" in the Indenture: (a) default in the payment of principal of (or premium, if any, on) any Note when the same becomes due and payable at maturity, upon

acceleration, redemption or otherwise; (b) default in the payment of interest on any Note when the same becomes due and payable, and such default continues for a period of 30 days; (c) default in the performance or breach of the provisions of the Indenture described under "Consolidation, Merger and Sale of Assets" or the failure to make or consummate an Offer to Purchase in accordance with the "Limitation on Asset Sales" or "Repurchase of Notes upon a Change of Control" covenant; (d) the Company or the Obligors default in the performance of or breaches any other covenant or agreement of the Company or the Obligors in the Indenture or under the Notes (other than a default specified in clause (a), (b) or (c) above) and such default or breach continues for a period of 30 consecutive days after written notice by the Trustee or the Holders of 25% or more in aggregate principal amount of the Notes; (e) there occurs with respect to any issue or issues of Indebtedness of the Company or any Significant Subsidiary having an outstanding principal amount of $10 million or more in the aggregate for all such issues of all such Persons, whether such Indebtedness now exists or shall hereafter be created, (I) an event of default that has caused the holder thereof to declare such Indebtedness to be due and payable prior to its Stated Maturity and such Indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 30 days of such acceleration and/or (II) the failure to make a principal payment at the final (but not any interim) fixed maturity and such defaulted payment shall not have been made, waived or extended within 30 days of such payment default; (f) any final judgment or order (not covered by insurance) for the payment of money in excess of $10 million in the aggregate for all such final judgments or orders against all such Persons (treating any deductibles, self-insurance or retention as not so covered) shall be rendered against the Company or any Significant Subsidiary and shall not be paid or discharged, and there shall be any period of 30 consecutive days following entry of the final judgment or order that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged against all such Persons to exceed $10 million during which a stay of enforcement of such final judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; (g) a court having jurisdiction in the premises enters a decree or order for (A) relief in respect of the Company or any Significant Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (B) appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Significant Subsidiary or for all or substantially all of the property and assets of the Company or any Significant Subsidiary or (C) the winding up or liquidation of the affairs of the Company or any Significant Subsidiary and, in each case, such decree or order shall remain unstayed and in effect for a period of 30 consecutive days; (h) the Company or any Significant Subsidiary (A) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (B) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Significant Subsidiary or for all or substantially all of the property and assets of the Company or any Significant Subsidiary or (C) effects any general assignment for the benefit of creditors; or (i) the Guaranty or any Subsidiary Guarantee ceases to be in full force and effect (except as contemplated by the terms thereof) or the Company or any Subsidiary Guarantor denies or disaffirms its obligations under the Indenture, the Guaranty or any Subsidiary Guarantee.

If an Event of Default (other than an Event of Default specified in clause (g) or (h) above that occurs with respect to the Company or an Obligor) occurs and is continuing under the Indenture, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes, then outstanding, by written notice to the Obligors (and to the Trustee if such notice is given by the Holders), may, and the Trustee at the request of such Holders shall, declare the Accreted Value of, premium, if any, and accrued interest on the Notes to be immediately due and payable. Upon a declaration of acceleration, such Accreted Value, premium, if any, and accrued interest shall be immediately due and payable. In the event of a declaration of acceleration because an Event of Default set forth in clause (e) above has occurred and is continuing, such declaration of acceleration shall be automatically rescinded and annulled if the event of default triggering such Event of Default pursuant to clause (e) shall be remedied or cured by the Company or the relevant Significant Subsidiary or waived by the holders of the relevant Indebtedness within 60 days after the declaration of acceleration with respect thereto. If an Event of Default specified in clause (g) or (h) above occurs with respect to the Company or an Obligor, the Accreted Value of, premium, if any, and accrued interest on the Notes then outstanding shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. The Holders of at

least a majority in principal amount of the outstanding Notes by written notice to the Obligors and to the Trustee, may waive all past defaults and rescind and annul a declaration of acceleration and its consequences if (i) all existing Events of Default, other than the nonpayment of the Accreted Value of, premium, if any, and interest on the Notes that have become due solely by such declaration of acceleration, have been cured or waived and (ii) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction. For information as to the waiver of defaults, see "--Modification and Waiver."

The Holders of at least a majority in aggregate principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or the Indenture, that may involve the Trustee in personal liability, or that the Trustee determines in good faith may be unduly prejudicial to the rights of Holders of Notes not joining in the giving of such direction and may take any other action it deems proper that is not inconsistent with any such direction received from Holders of Notes. A Holder may not pursue any remedy with respect to the Indenture or the Notes unless: (i) the Holder gives the Trustee written notice of a continuing Event of Default; (ii) the Holders of at least 25% in aggregate principal amount of outstanding Notes make a written request to the Trustee to pursue the remedy; (iii) such Holder or Holders offer the Trustee indemnity satisfactory to the Trustee against any costs, liability or expense; (iv) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and (v) during such 60-day period, the Holders of a majority in aggregate principal amount of the outstanding Notes do not give the Trustee a direction that is inconsistent with the request. However, such limitations do not apply to the right of any Holder of a Note to receive payment of the Accreted Value of, premium, if any, or interest on, such Note or to bring suit for the enforcement of any such payment, on or after the due date expressed in the Notes, which right shall not be impaired or affected without the consent of the Holder.

The Indenture will require certain officers of the Company and the Obligors to certify, on or before a date not more than 90 days after the end of each fiscal year, that a review has been conducted of the activities of the Company and its Restricted Subsidiaries and the Company's and its Restricted Subsidiaries' performance under the Indenture and that the Company and the Obligors have fulfilled all obligations thereunder, or, if there has been a default in the fulfillment of any such obligation, specifying each such default and the nature and status thereof. The Company and the Obligors will also be obligated to notify the Trustee of any default or defaults in the performance of any covenants or agreements under the Indenture.

CONSOLIDATION, MERGER AND SALE OF ASSETS

Neither the Company nor any Obligor that constitutes all or substantially all of the property and assets of the Company will consolidate with, merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially an entirety in one transaction or a series of related transactions) to, any Person or permit any Person to merge with or into it unless: (i) the Company or such Obligor shall be the continuing Person, or the Person (if other than the Company or such Obligor) formed by such consolidation or into which the Company or such Obligor is merged or that acquired or leased such property and assets of the Company or such Obligor shall be a corporation organized and validly existing under the laws of the United States of America or any jurisdiction thereof and shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, all of the obligations of the Company or the Obligor, as the case may be, on all of the Notes and under the Indenture; (ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; (iii) immediately after giving effect to such transaction on a pro forma basis, the Company or the Obligor or any Person becoming the successor obligor of the Notes or the Guaranty, as the case may be, shall have a Consolidated Net Worth equal to or greater than the Consolidated Net Worth of the Company or the Obligor immediately prior to such transaction; provided that this clause (iii) shall only apply to a sale of substantially all, but less than all, of the assets of the Company or an Obligor; (iv) immediately after giving effect to such transaction on a pro forma basis the Company or such Obligor, or any Person becoming the successor obligor on the Guaranty or the Notes,

as the case may be, could Incur at least $1.00 of Indebtedness under the first paragraph of the "Limitation on Indebtedness" covenant; provided that this clause (iv) shall not apply to a consolidation, merger or sale of all (but not less than all) of the assets of the Company or an Obligor if all Liens and Indebtedness of the Company or any Person becoming the successor obligor on the Guaranty, as the case may be, and its Restricted Subsidiaries, including the Obligors or any Person becoming a successor Obligor on the Notes, outstanding immediately after such transaction would, if Incurred at such time, have been permitted to be Incurred (and all such Liens and Indebtedness, other than Liens and Indebtedness of the Company and its Restricted Subsidiaries outstanding immediately prior to the transaction, shall be deemed to have been Incurred) for all purposes of the Indenture; and (v) the Company or such Obligor delivers to the Trustee an Officers' Certificate (attaching the arithmetic computations to demonstrate compliance with clauses (iii) and (iv), if either is applicable) and Opinion of Counsel, in each case stating that such consolidation, merger or transfer and such supplemental indenture complies with this provision and that all conditions precedent provided for herein relating to such transaction have been complied with; provided, however, that clauses (iii) and (iv) above do not apply if, in the good faith determination of the Board of Directors of the Company, whose determination shall be evidenced by a Board Resolution, the principal purpose of such transaction is to change the state of incorporation of the Company and such transaction shall not have as one of its purposes the evasion of the foregoing limitations.

RELEASE OF OBLIGORS UPON SALE

The Indenture will provide that Renaissance Louisiana and/or Renaissance Tennessee will be automatically, completely and unconditionally released and discharged from its obligations in respect of the Notes upon the sale or other disposition (in compliance with the first sentence of the "Limitation on Assets Sales" covenant) of all of the Company's and each of its Restricted Subsidiary's Capital Stock in such Obligor to any Person that is not an Affiliate of the Company; provided that such sale is not governed by the provisions of the Indenture described under "Consolidation, Merger and Sale of Assets" and after any such release and discharge at least one Obligor shall remain an obligor on the Notes.

For U.S. federal income tax purposes, a Holder will be treated as having exchanged the Notes for new notes if there is "significant modification" of the debt instrument within the meaning of the Treasury regulations and in such case the Holder will be faxed on any gain or loss determined in accordance with the discussion contained in "--Sale, Exchange or Redemption of the Notes" above. The deletion of a co-obligor on the Notes will result in a "significant modification" if, (i) as a result of the deletion, there is a substantial impairment of the Company's capacity to meet the payment obligations under the Notes, and (ii) the Company's capacity to meet the payment obligations under the Notes was adequate prior to the deletion and is primarily speculative after the deletion. The Company's capacity to meet the payment obligations under the Notes includes any source for payment, including collateral, guarantees, or other credit enhancement. There are limitations placed on the ability of the Company to dispose of the Capital Stock in Renaissance Louisiana or Renaissance Tennessee (see "Limitation on Assets Sales" covenant described above). If such a disposition occurs, resulting in the release of one of the Obligors, the Company does not believe that there will be a substantial impairment of its capacity to meet the payment obligations under the Notes or that such capacity will be primarily speculative, and thus such deletion of an Obligor should not be a "significant modification" of the Notes.

DEFEASANCE

Defeasance and Discharge. The Indenture will provide that the Obligors will be deemed to have paid and will be discharged from any and all obligations in respect of the Notes on the 123rd day after the deposit referred to below, and the provisions of the Indenture will no longer be in effect with respect to the Notes (except for, among other matters, certain obligations to register the transfer or exchange of the Notes, to replace stolen, lost or mutilated Notes, to maintain paying agencies and to hold monies for payment in trust) if, among other things, (A) the Obligors have deposited with the Trustee, in trust, money and/or U.S. Government Obligations that through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to pay the principal of, premium, if any, and accrued interest on the Notes on the

Stated Maturity of such payments in accordance with the terms of the Indenture and the Notes, (B) the Obligors have delivered to the Trustee (i) either (x) an Opinion of Counsel to the effect that Holders will not recognize income, gain or loss for federal income tax purposes as a result of the Obligors' exercise of their option under this "Defeasance" provision and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred, which Opinion of Counsel must be based upon (and accompanied by a copy of) a ruling of the Internal Revenue Service to the same effect unless there has been a change in applicable federal income tax law after the Closing Date such that a ruling is no longer required or (y) a ruling directed to the Trustee received from the Internal Revenue Service to the same effect as the aforementioned Opinion of Counsel and (ii) an Opinion of Counsel to the effect that the creation of the defeasance trust does not violate the Investment Company Act of 1940 and after the passage of 123 days following the deposit, the trust fund will not be subject to the effect of Section 547 of the United States Bankruptcy Code or Section 15 of the New York Debtor and Creditor Law, (C) immediately after giving effect to such deposit on a pro forma basis, no Event of Default, or event that after the giving of notice or lapse of time or both would become an Event of Default, shall have occurred and be continuing on the date of such deposit or during the period ending on the 123rd day after the date of such deposit, and such deposit shall not result in a breach or violation of, or constitute a default under, any other agreement or instrument to which the Company, the Obligors or any of their Subsidiaries is a party or by which the Company, the Obligors or any of their Subsidiaries is bound and (D) if at such time the Notes are listed on a national securities exchange, the Obligors have delivered to the Trustee an Opinion of Counsel to the effect that the Notes will not be delisted as a result of such deposit, defeasance and discharge.

Defeasance of Certain Covenants and Certain Events of Default. The Indenture further will provide that the provisions of the Indenture will no longer be in effect with respect to clauses (iii) and (iv) under "Consolidation, Merger and Sale of Assets" and all the covenants described herein under "Covenants," clause (c) under "Events of Default" with respect to such clauses (iii) and (iv) under "Consolidation, Merger and Sale of Assets," clause (d) under "Events of Default" with respect to such other covenants and clauses (e) and (f) under "Events of Default" shall be deemed not to be Events of Default upon, among other things, the deposit with the Trustee, in trust, of money and/or U.S. Government Obligations that through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to pay the principal of, premium, if any, and accrued interest on the Notes on the Stated Maturity of such payments in accordance with the terms of the Indenture and the Notes, the satisfaction of the provisions described in clauses (B)(ii), (C) and (D) of the preceding paragraph and the delivery by the Obligors to the Trustee of an Opinion of Counsel to the effect that, among other things, the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance of certain covenants and Events of Default and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred.

Defeasance and Certain Other Events of Default. In the event the Obligors exercise their option to omit compliance with certain covenants and provisions of the Indenture with respect to the Notes as described in the immediately preceding paragraph and the Notes are declared due and payable because of the occurrence of an Event of Default that remains applicable, the amount of money and/or U.S. Government Obligations on deposit with the Trustee will be sufficient to pay amounts due on the Notes at the time of their Stated Maturity but may not be sufficient to pay amounts due on the Notes at the time of the acceleration resulting from such Event of Default. However, the Obligors will remain liable for such payments and the Guaranty with respect to such payments will remain in effect.

MODIFICATION AND WAIVER

From time to time, the Company, the Obligors and the Trustee, together, without the consent of the Holders, may amend or supplement the Indenture or the Notes to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated notes, to provide for the assumption of the Company's or an Obligor's obligations to Holders of Notes in the case of a merger or consolidation, to make

any change that would provide any additional rights or benefits to the Holders of Notes or that does not, in the good faith determination of the Board of Directors, adversely affect the legal rights under the Indenture of any such Holder in any material respect, or to comply with requirements of the Commission in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act. Other modifications and amendments of the Indenture may be made by the Company, the Obligors and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the outstanding Notes; provided, however, that no such modification or amendment may, without the consent of each Holder affected thereby, (i) change the Stated Maturity of the principal of, or any installment of interest on, any Note, (ii) reduce the Accreted Value or principal of, or premium, if any, or interest on, any Note, (iii) change the place or currency of payment of principal of, or premium, if any, or interest on, any Note, (iv) impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity (or, in the case of a redemption, on or after the Redemption Date) of any Note, (v) reduce the above-stated percentage of outstanding Notes the consent of whose Holders is necessary to modify or amend the Indenture, (vi) waive a default in the payment of principal of, premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the Holders as provided in the Indenture and a waiver of the payment default that resulted from such acceleration), (vii) modify the Guaranty in a manner adverse to the Holders or (viii) reduce the percentage of aggregate principal amount of outstanding Notes the consent of whose Holders is necessary for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults.

NO PERSONAL LIABILITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS, DIRECTORS, OR EMPLOYEES

The Indenture provides that no recourse for the payment of the principal of, premium, if any, or interest on any of the Notes or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or the Obligors in the Indenture, or in any of the Notes or the Guaranty or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, stockholder, member, officer, director, member of the board of representatives, employee or controlling person of the Company or any Obligor or of any successor Person thereof. Each Holder, by accepting the Notes, waives and releases all such liability.

CONCERNING THE TRUSTEE

The Indenture provides that, except during the continuance of a Default, the Trustee will not be liable, except for the performance of such duties as are specifically set forth in such Indenture. If an Event of Default has occurred and is continuing, the Trustee will use the same degree of care and skill in its exercise of the rights and powers vested in it under the Indenture as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

The Indenture and provisions of the Trust Indenture Act incorporated by reference therein contain limitations on the rights of the Trustee, should it become a creditor of the Company or any Obligor, to obtain payment of claims in certain cases or to realize on certain property received by it in respect of any such claims, as security or otherwise. The Trustee is permitted to engage in other transactions; provided, however, that if it acquires any conflicting interest (as defined in the Indenture or the Trust Indenture Act), it must eliminate such conflict or resign.

BOOK-ENTRY; DELIVERY AND FORM

Old Notes sold in reliance on Rule 144A and Old Notes sold pursuant to Regulation S will be exchanged for one or more permanent global New Notes in definitive, fully registered form without interest coupons (each a "Global Note"; and collectively, the "Global Notes") and will be deposited with the Trustee as custodian for, and registered in the name of a nominee of, DTC.

Old Notes originally purchased by or transferred to Institutional Accredited Investors who are not Qualified Institutional Buyers ("Non-Global Purchasers") will be exchanged for New Notes in fully registered form without interest coupons ("Certificated Notes"). Upon the transfer of Certificated Notes by a Non-Global

Purchaser to a Qualified Institutional Buyer or in accordance with Regulation S, such Certificated Notes will, unless the relevant Global Note has previously been exchanged in whole for Certificated Notes, be exchanged for an interest in such Global Note.

Ownership of beneficial interests in a Global Note will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants. Ownership of beneficial interests in a Global Note will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Qualified Institutional Buyers may hold their interests in a Global Note directly through DTC if they are participants in such system, or indirectly through organizations which are participants in such system.

Investors outside the United States may hold their interests in a Global Note directly through Cedel Bank or Euroclear, if they are participants in such systems, or indirectly through organizations that are participants in such system. Cedel Bank and Euroclear will hold interests in the Global Notes on behalf of their participants through DTC.

So long as DTC, or its nominee, is the registered owner or holder of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Note for all purposes under the Indenture and the Notes. No beneficial owner of an interest in a Global Note will be able to transfer that interest except in accordance with DTC's applicable procedures, in addition to those provided for under the Indenture and, if applicable, those of Euroclear and Cedel Bank.

Payments of the principal of, and interest on, a Global Note will be made to DTC or its nominee, as the case may be, as the registered owner thereof. Neither the Company, the Obligors, the Trustee nor any Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Company expects that DTC or its nominee, upon receipt of any payment of principal or interest in respect of a Global Note, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Note as shown on the records of DTC or its nominee. The Company also expects that payments by participants to owners of beneficial interests in such Global Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. Transfers between participants in Euroclear and Cedel Bank will be effected in the ordinary way in accordance with their respective rules and operating procedures.

The Company expects that DTC will take any action permitted to be taken by a holder of Notes (including the presentation of Notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in a Global Note are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC will exchange the applicable Global Note for Certificated Notes, which it will distribute to its participants.

The Company understands that: DTC is a limited purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "Clearing Agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created

to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates and certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly ("indirect participants").

Although DTC, Euroclear and Cedel Bank are expected to follow the foregoing procedures in order to facilitate transfers of interests in a Global Note among participants of DTC, Euroclear and Cedel Bank, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Company, the Obligors nor the Trustee will have any responsibility for the performance by DTC, Euroclear or Cedel Bank or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

If DTC is at any time unwilling or unable to continue as a depositary for the Global Notes and a successor depositary is not appointed by the Company within 90 days, the Company will issue Certificated Notes in exchange for the Global Notes. Holders of an interest in a Global Note may receive Certificated Notes in accordance with the DTC's rules and procedures in addition to those provided for under the Indenture.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

GENERAL

The following is a summary of the material United States federal income, estate and gift tax consequences of the purchase, ownership and disposition of the Notes, but is not purported to be a complete analysis of all potential tax effects. This summary is based upon the Internal Revenue Code of 1986, as amended (the "Code"), existing and proposed regulations promulgated thereunder, published rulings and court decisions, all as in effect and existing on the date hereof and all of which are subject to change at any time, which change may be retroactive or prospective. Unless otherwise specifically noted, this summary applies only to those persons that hold the Notes as capital assets within the meaning of Section 1221 of the Code. This discussion assumes that the Notes will be treated as indebtedness for United States federal income tax purposes.

THIS SUMMARY IS FOR GENERAL INFORMATION ONLY AND DOES NOT ADDRESS THE TAX CONSEQUENCES TO TAXPAYERS WHO ARE SUBJECT TO SPECIAL RULES (SUCH AS FINANCIAL INSTITUTIONS, TAX-EXEMPT ORGANIZATIONS, INSURANCE COMPANIES, S CORPORATIONS, REGULATED INVESTMENT COMPANIES, REAL ESTATE INVESTMENT TRUSTS, BROKER-DEALERS, TAXPAYERS SUBJECT TO THE ALTERNATIVE MINIMUM TAX AND PERSONS THAT WILL HOLD THE NOTES AS PART OF A POSITION IN A "STRADDLE" OR AS PART OF A "CONSTRUCTIVE SALE." A "HEDGING" OR "CONVERSION" TRANSACTION) OR ADDRESS ASPECTS OF FEDERAL TAXATION THAT MIGHT BE RELEVANT TO A PROSPECTIVE INVESTOR BASED UPON SUCH INVESTOR'S PARTICULAR TAX SITUATION. THIS SUMMARY DOES NOT ADDRESS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, MUNICIPALITY, FOREIGN COUNTRY OR OTHER TAXING JURISDICTION. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE UNITED STATES FEDERAL TAX CONSEQUENCES OF OWNING AND DISPOSING OF THE NOTES (INCLUDING THE INVESTOR'S STATUS AS A UNITED STATES HOLDER OR A NON-UNITED STATES HOLDER), AS WELL AS ANY TAX CONSEQUENCES THAT MAY ARISE UNDER THE LAWS OF ANY STATE, MUNICIPALITY, FOREIGN COUNTRY OR OTHER TAXING JURISDICTION.

EFFECT OF EXCHANGE OF OLD NOTES FOR NEW NOTES

The Obligors believe that the exchange of Old Notes for New Notes pursuant to the Exchange Offer will not be treated as an "exchange" for federal income tax purposes because the New Notes will not be considered to differ materially in kind or extent from the Old Notes. Rather, the New Notes received by a holder will be treated as a continuation of the Old Notes in the hands of such holder. As a result, holders will not recognize any taxable gain or loss or any interest income as a result of exchanging Old Notes for New Notes pursuant to the Exchange Offer, the holding period of the New Notes will include the holding period of the Old Notes, and the basis of the New Notes will equal the basis of the Old Notes immediately before the exchange.

UNITED STATES HOLDERS

General. The following is a general discussion of certain United States federal income tax consequences of the ownership and sale or other disposition of the Notes by a beneficial owner that, for United States federal income tax purposes, is a "United States person" (a "United States Holder"). For purposes of this discussion, a "United States person" means a citizen or individual resident (as defined in Section 7701(b) of the Code) of the United States; a corporation or partnership (including any entity treated as a corporation or partnership for United States federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia unless, in the case of a partnership, otherwise provided by regulation; an estate the income of which is subject to United States federal income tax without regard to its source; or a trust if a court within the Untied States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust. Notwithstanding

the preceding sentence, certain trusts in existence on August 20, 1996, and treated as United States persons prior to such date that elect to continue to be so treated shall also be considered to be United States persons.

Original Issue Discount. Because the Notes are being issued at a discount from their "stated redemption price at maturity," the Notes will have original issue discount ("OID") for federal income tax purposes. For federal income tax purposes, the amount of OID on a Note generally will equal the excess of the "stated redemption price at maturity" of the Note over its "issue price." The issue price of the Notes will be the first price to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Notes is sold. For purposes of this discussion, it is assumed that all initial Holders will purchase their Notes at the issue price. The stated redemption price at maturity of a Note will be the sum of all cash payments to be made on such Note (whether denominated as principal or interest) other than payments of "qualified stated interest." Qualified stated interest is stated interest that is unconditionally payable at least annually at a single fixed rate that appropriately takes into account the length of the interval between payments. Because there will be no required payment of interest on the Notes prior to October 15, 2003, none of the interest payments on the Notes will constitute qualified stated interest; accordingly, each Note will bear OID in an amount equal to the excess of (i) the sum of its principal amount and all stated interest payments, over (ii) its issue price.

A United States Holder will be required to include OID in income periodically over the term of a Note before receipt of the cash or other payment attributable to such income, regardless of such Holder's method of tax accounting. The amount of OID required to be included in a United States Holder's gross income for any taxable year is the sum of the "daily portions" of OID with respect to the Note for each day during the taxable year or portion of a taxable year during which such Holder holds the Note. The daily portion is determined by allocating to each day of any "accrual period" within a taxable year a pro rata portion of an amount equal to the "adjusted issue price" of the Note at the beginning of the accrual period multiplied by the "yield to maturity" of the Note. For purposes of computing OID, the Obligors will use six-month accrual periods that end on the days in the calendar year corresponding to the maturity date of the Notes and the date six months prior to such maturity date, with the exception of an initial short accrual period. A United States Holder is permitted to use different accrual periods; provided that each accrual period is no longer than one year, and each scheduled payment of interest or principal occurs on either the first or last day of an accrual period. The adjusted issue price of a Note at the beginning of any accrual period is the issue price of the Note increased by the amount of OID previously includible in the gross income of the Holder and decreased by any payments previously made on the Note. The yield to maturity is the discount rate that, when used in computing the present value of all payments of principal and interest to be made on a Note, produces an amount equal to the issue price of the Note. Under these rules, United States Holders of Notes will be required to include in gross income increasingly greater amounts of OID in each successive accrual period. Payments of stated interest on a Note will not be separately included in income, but rather will be treated first as payments of previously accrued OID and then as payments of principal and consequently will reduce the United States Holder's basis in a Note, as described below under "Certain United States Federal Income Tax Consequences--United States Holders--Sale, Exchange or Redemption of the Notes."

The Obligors intend to treat the possibility of (i) an optional redemption, as described under "Description of the Notes--Optional Redemption," and (ii) a repurchase pursuant to a Change in Control, as described under "Description of the Notes--Repurchase of Notes upon a Change of Control" as remote under applicable Treasury regulations. The Company does not intend to treat the possibilities described in (i) or (ii) above as (x) affecting the determination of the yield to maturity of the Notes or (y) giving rise to any additional accrual of OID or recognition of ordinary income upon the redemption, sale or exchange of a Note. In the unlikely event that the interest rate on the Notes is increased, then such increased interest may be treated as increasing the amount of OID on the Notes includable by a United States Holder in income as such OID accrues, in advance of the receipt of any cash payment therefor.

Acquisition Premium. A United States Holder that purchases a Note for an amount that is greater than its adjusted issue price as of the purchase date will be considered to have purchased such Note at an "acquisition

premium." The amount of OID that such Holder must include in its gross income with respect to such Note for any taxable year is generally reduced by the portion of such acquisition premium properly allocable to such year. The information reported by the Obligors to the record Holders of the Notes on an annual basis will not account for an offset against OID for any portion of the acquisition premium. Accordingly, each United States Holder should consult its own tax advisor as to the determination of the acquisition premium amount and the resulting adjustments to the amount of reportable OID.

Amortizable Bond Premium. A United States Holder that purchases a Note for an amount in excess of its principal amount will be considered to have purchased the Note at a premium and may elect to amortize such premium, using a constant yield method, over the remaining term of the Note (or, if a smaller amortization allowance would result, by computing such allowance with reference to the amount payable on an earlier call date and amortizing such allowance over the shorter period to such call date). The amount amortized in any year will be treated as a reduction of the United States Holder's interest income from the Note. Bond premium on a Note held by a United States Holder that does not make such an election will decrease the gain or increase the loss otherwise recognized on disposition of the Note. The election to amortize bond premium on a constant yield method, once made, applies to all debt obligations held or subsequently acquired by the electing United States Holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the Internal Revenue Service (the "Service").

Market Discount. If a United States Holder purchases, subsequent to its original issuance, a Note for an amount that is less than its "revised issue price" as of the purchase date, the amount of the difference generally will be treated as "market discount," unless such difference is less than a specified de minimis amount. The Code provides that the revised issue price of a Note equals its issue price plus the amount of OID includable in the income of all holders for periods prior to the purchase date (disregarding any deduction for acquisition premium) reduced by the amount of all prior cash payments on the Note. Subject to a de minimis exception, a United States Holder will be required to treat any gain recognized on the sale, exchange, redemption, retirement or other disposition of the Note as ordinary income to the extent of the accrued market discount that has not previously been included in income. In addition, the United States Holder may be required to defer, until the maturity date of the Note or its earlier disposition in a taxable transaction, the deduction of all or a portion of the interest expense on any indebtedness incurred or continued to purchase or carry such Note.

Any market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the Note, unless the United States Holder elects to accrue market discount on a constant interest method. A United States Holder of a Note may elect to include market discount in income currently as it accrues (under either the ratable or constant interest method). This election to include currently, once made, applies to all market discount obligations acquired in or after the first taxable year to which the election applies and may not be revoked without the consent of the Service. If the United States Holder of a Note makes such an election, the foregoing rules with respect to the recognition of ordinary income on sales and other dispositions of such instruments, and with respect to the deferral of interest deductions on debt incurred or maintained to purchase or carry such debt instruments, would not apply.

Election to Treat All Interest as OID. A United States Holder of a Note may elect, subject to certain limitations, to include all interest that accrues on a Note in gross income on a constant yield basis. For purposes of this election, interest includes stated interest, OID, market discount, de minimus OID, de minimis market discount and unstated interest, as adjusted by any amortizable bond premium or acquisition premium. Special rules and limitations apply to taxpayers, who make this election; therefore, United States Holders should consult their tax advisors as to whether they should make this election.

Sale, Exchange or Redemption of the Notes. Generally, a sale, exchange or redemption of the Notes will result in taxable gain or loss equal to the difference between the amount of cash or other property received and the United States Holder's adjusted tax basis in the Note. A United States Holder's adjusted tax basis for determining gain or loss on the sale or other disposition of a Note will initially equal the cost of the Note to such

Holder and will be increased by (i) any amounts included in income as OID, and (ii) any market discount previously included in income by such Holder, and decreased by (a) any principal and stated interest payments received by such Holder, and (b) any amortized premium previously deducted from income by such Holder. Except as described above with respect to market discount, such gain or loss will be capital gain or loss. Capital gain or loss will be long-term gain or loss if the Note is held by the United States Holder for more than one year, otherwise such gain or loss will be short-term.

United States Holders that are corporations will generally be taxed on net capital gains at a maximum rate of 35%. In contrast, United States Holders that are individuals will generally be taxed on net capital gains at a maximum rate of (i) 28% for property held for 18 months or less but more than one year, and (ii) 20% for property held more than 18 months. Special rules (and generally lower maximum rates) apply for individuals in lower tax brackets. Any capital losses realized by a United States Holder that is a corporation generally may be used only to offset capital gains. Any capital losses realized by a United States Holder that is an individual generally may be used only to offset capital gains plus $3,000 of other income per year.

Release of Obligors Upon Sale. Under certain circumstances, Renaissance Louisiana or Renaissance Tennessee will be released and discharged from its obligations in respect of the Notes upon the sale or other disposition of Capital Stock in such Obligor to any Person that is not an Affiliate of the Company. See "Description of the Notes--Release of Obligors Upon Sale." For United States federal income tax purposes, a United States Holder will be treated as having exchanged the Notes for new Notes if there is "significant modification" of the debt instrument within the meaning of the Treasury regulations, and in such case the Holder will be taxed on any gain or loss determined in accordance with the discussion contained in "United States Holders--Sale, Exchange or Redemption of the Notes" above. The deletion of a co-obligor on the Notes will result in a "significant modification" if (i) as a result of the deletion, there is a substantial impairment of the Company's capacity to meet the payment obligations under the Notes, and (ii) the Company's capacity to meet the payment obligations under the Notes was adequate prior to the deletion and is primarily speculative after the deletion. The Company's capacity to meet the payment obligations under the Notes includes any source for payment, including collateral, guarantees, or other credit enhancement. There are substantial limitations placed on the ability of the Company to dispose of the Capital Stock in Renaissance Louisiana or Renaissance Tennessee (see "Description of the Notes--Limitation on Assets Sales"). If such disposition occurs, resulting in the release of one of the Obligors, the Company does not believe that there will be a substantial impairment of its capacity to meet the payment obligations under the Notes or that such capacity will be primarily speculative, and thus that there will not be a "significant modification" of the Notes.

FOREIGN HOLDERS

The following is a general discussion of certain United States federal income, estate and gift tax consequences of the ownership and sale or other disposition of the Notes by any beneficial owner of a Note that is not a United States Holder (a "Non-United States Holder"). Resident alien individuals will be subject to United States federal income tax with respect to the Notes as if they were United States Holders.

Interest. Under current United States federal income tax law, and subject to the discussion of backup withholding below, interest (including OID) paid on the Notes to a Non-United States Holder will not be subject to the normal 30% United States federal withholding tax; provided that (i) the interest is "effectively connected with the conduct of a trade or business in the United States" by the Non-United States Holder and the Non-United States Holder timely furnishes the Obligors with two duly executed copies of Internal Revenue Service Form 4224 (or any successor form), or (ii) all of the following conditions of the "portfolio interest" exception (the "Portfolio Interest Exception") are met: (A) the Non-United States Holder does not, actually or constructively, own 10% or more of the total combined voting power of all classes of stock of a corporate issuer entitled to vote and does not, actually or constructively, own 10% or more of the capital or profits interest in a partnership issuer, (B) the Non-United States Holder is not a controlled foreign corporation that is related, directly or indirectly, to the Obligors through stock ownership, (C) the Non-United States Holder is not a bank

receiving interest (including OID) pursuant to a loan agreement entered into in the ordinary course of its trade or business, and (D) either (1) the Non-United States Holder certifies to the Obligors or their agent, under penalties of perjury, that it is a Non-United States Holder and provides its name and address, or (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business (a "Financial Institution"), and holds the Notes in such capacity, certifies to the Obligors or their agent, under penalties of perjury, that such statement has been received from the beneficial owner of the Notes by it or by a Financial Institution between it and the beneficial owner and furnishes the Obligors or their agent with a copy thereof. The foregoing certification may be provided by the Non-United States Holder on Internal Revenue Service Form W-8 (or any successor form). Such certificate is effective with respect to payments of interest (including OID) made after the issuance of the certificate in the calendar year of its issuance and the two immediately succeeding calendar years.

On October 14, 1997, final regulations were published in the Federal Register (the "1997 Final Regulations") that affect the United States federal income taxation of Non-United States Holders. The 1997 Final Regulations are effective for payments after December 31, 1999, regardless of the issue date of the instrument with respect to which such payments are made, subject to certain transition rules discussed below. The discussion under this heading and under "Backup Withholding Tax and Information Reporting," below, is not intended to be a complete discussion of the provisions of the 1997 Final Regulations. Prospective Holders of the Notes are urged to consult their tax advisors concerning the tax consequences of their investment in light of the 1997 Final Regulations.

The 1997 Final Regulations provide documentation procedures designed to simplify compliance by withholding agents. The 1997 Final Regulations generally do not affect the documentation rules described above, but add other certification options. Under one such option, a withholding agent will be allowed to rely on an intermediary withholding certificate furnished by a "qualified intermediary" (as defined below) on behalf of one or more beneficial owners (or other intermediaries) without having to obtain the beneficial owner certificate described above. Qualified intermediaries include: (i) foreign financial institutions or foreign clearing organizations (other than a United States branch or United States office of such institution or organization), or (ii) foreign branches or offices of United States financial institutions or foreign branches or offices of United States clearing organizations, which, as to both (i) and (ii), have entered into withholding agreements with the Service. In addition to certain other requirements, qualified intermediaries must obtain withholding certificates, such as revised Internal Revenue Service Form W-8 (discussed below), from each beneficial owner. Under another option, an authorized foreign agent of a United States withholding agent will be permitted to act on behalf of the United States withholding agent (including the receipt of withholding certificates, the payment of amounts of income subject to withholding and the deposit of tax withheld); provided that certain conditions are met.

For purposes of the certification requirements, the 1997 Final Regulations generally treat as the beneficial owners of payments on a Note those persons that, under United States federal income tax principles, are the taxpayers with respect to such payments, rather than persons such as nominees or agents legally entitled to such payments. In the case of payments to an entity classified as a foreign partnership under United States tax principles, the partners, rather than the partnership, generally must provide the required certifications to qualify for the withholding tax exemption described above (unless the partnership has entered into a special agreement with the Service). A payment to a United States partnership, however, is treated for these purposes as payment to a United States payee, even if the partnership has one or more foreign partners. The 1997 Final Regulations provide certain presumptions with respect to withholding for Holders not furnishing the required certifications to qualify for the withholding tax exemption described above. In addition, the 1997 Final Regulations will replace a number of current tax certification forms (including Internal Revenue Service Form W-8) with a single, revised Internal Revenue Service Form W-8 (which, in certain circumstances, requires information in addition to that previously required). Under the 1997 Final Regulations, this revised Form W-8 will remain valid until the last day of the third calendar year following the year in which the certificate is signed.

The 1997 Final Regulations provide transition rules concerning existing certificates, such as Internal Revenue Service Form W-8. Valid withholding certificates that are held on December 31, 1999 will generally

remain valid until the earlier of December 31, 2000 or the date of their expiration. Existing certificates that expire in 1999 will not be effective after their expiration. Certificates dated prior to January 1, 1998 will generally remain valid until the end of 1998, irrespective of the fact that their validity expires during 1998.

In the event that the interest (including OID) paid on the Notes is effectively connected with the conduct of a trade or business within the United States of the Non-United States Holder, the Non-United States Holder will generally be taxed on a net income basis (that is, after allowance for applicable deductions) at the graduated rates that are applicable to United States Holders in essentially the same manner as if the Notes were held by a United States Holder, as discussed above. In the case of a Non-United States Holder that is a corporation, such income may also be subject to the United States federal branch profits tax (which is generally imposed on a foreign corporation upon the deemed repatriation from the United States of effectively connected earnings and profits) at a 30% rate, unless the rate is reduced or eliminated by an applicable income tax treaty and the Non-United States Holder is a qualified resident of the treaty country.

If the interest on the Notes is not "effectively connected" and does not qualify for the Portfolio Interest Exception, then the interest will be subject to United States federal withholding tax at a flat rate of 30% (or a lower applicable income tax treaty rate upon delivery of the appropriate certification of eligibility for treaty benefits).

Gain on Sale or Other Disposition. Subject to special rules applicable to individuals as described below, a Non-United States Holder will generally not be subject to regular United States federal income or withholding tax on gain recognized on a sale or other disposition of the Notes (including a deemed exchange upon a release of Obligors, as discussed above in "Certain United States Federal Income Tax Consequences--United States Holders--Release of Obligors Upon Sale"), unless the gain is effectively connected with the conduct of a trade or business within the United States of the Non-United States Holder or of a partnership, trust or estate in which such Non-United States Holder is a partner or beneficiary.

Gains realized by a Non-United States Holder that are effectively connected with the conduct of a trade or business within the United States of the Non-United States Holder will generally be taxed on a net income basis (that is, after allowance for applicable deductions) at the graduated rates that are applicable to United States Holders, as discussed above, unless exempt by an applicable income tax treaty. In the case of a Non-United States Holder that is a corporation, such income may also be subject to the United States federal branch profits tax (which is generally imposed on a foreign corporation upon the deemed repatriation from the United States of effectively connected earnings and profits) at a 30% rate, unless the rate is reduced or eliminated by an applicable income tax treaty and the Non-United States Holder is a qualified resident of the treaty country.

In addition to being subject to the rules described above, an individual Non-United States Holder who holds the Notes as a capital asset will generally be subject to tax at a 30% rate on any gain recognized on the sale or other disposition of such Notes if (i) such gain is not effectively connected with the conduct of a trade or business within the United States of the Non-United States Holder, and (ii) such individual is present in the United States for 183 days or more in the taxable year of the sale or other disposition and either (A) has a "tax home" in the United States (as specially defined for purposes of the United States federal income tax), or (B) maintains an office or other fixed place of business in the United States and the gain from the sale or other disposition of the Notes is attributable to such office or other fixed place of business. Individual Non-United States Holders may also be subject to tax pursuant to provisions of United States federal income tax law applicable to certain United States expatriates (including certain former long-term residents of the United States).

Under the 1997 Final Regulations, withholding of United States federal income tax may apply to payments on a taxable sale or other disposition of the Notes by a Non-United States Holder who does not provide appropriate certification to the withholding agent with respect to such transaction.

Federal Estate Taxes. A Note beneficially owned by an individual who is neither a United States citizen nor a domiciliary of the United States at the time of death will not be subject to United States federal estate tax

as a result of such individual's death; provided that any interest thereon would have been eligible for the Portfolio Interest Exception described above in "Certain United States Federal Income Tax Consequences--Foreign Holders--Interest," if such interest had been received by the individual at the time of death.

Federal Gift Taxes. An individual who is not a United States citizen will not be subject to United States federal gift tax on a transfer of Notes, unless such person is a domiciliary of the United States or such person is subject to provisions of United States federal gift tax law applicable to certain United States expatriates (including certain former long-term residents of the United States).

BACKUP WITHHOLDING TAX AND INFORMATION REPORTING

Under current United States federal income tax law, information reporting requirements apply to interest (including OID) paid to, and to the proceeds of sales or other dispositions before maturity by, certain non-corporate persons. In addition, a 31% backup withholding tax applies if a non-corporate person (i) fails to furnish such person's Taxpayer Identification Number ("TIN") (which, for an individual, is his or her Social Security Number) to the payor in the manner required, (ii) furnishes an incorrect TIN and the payor is so notified by the Service, (iii) is notified by the Service that such person has failed properly to report payments of interest and dividends, or (iv) in certain circumstances, fails to certify, under penalties of perjury, that such person has not been notified by the Service that such person is subject to backup withholding for failure properly to report interest and dividend payments. Backup withholding does not apply to payments made to certain exempt recipients, such as corporations and tax-exempt organizations.

In the case of a Non-United States Holder, under current United States federal income tax law, backup withholding and information reporting do not apply to payments of interest (including OID) with respect to the Note, or to payments on the sale or other disposition of a Note, if such Holder has provided to the Obligors or their paying agent the certification described in clause (ii)(D) of "Certain United States Federal Income Tax Consequences--Foreign Holders--Interest" or has otherwise established an exemption.

Under current United States federal income tax law, (i) interest payments (including OID) with respect to a Note collected outside the United States by a foreign office of a custodian, nominee or broker acting on behalf of a beneficial owner of a Note, and (ii) payments on the sale or other disposition of a Note to or through a foreign office of a broker are not generally subject to backup withholding or information reporting. However, if such custodian, nominee or broker is a "United States person" (as defined in Section 7701(a)(30) of the Code), a controlled foreign corporation for United States tax purposes or a foreign person 50% of more of whose gross income is effectively connected with the conduct of a United States trade or business for a specified three-year period (a "U.S. Related Person"), such custodian, nominee or broker may be subject to certain information reporting (but not backup withholding) requirements with respect to such payments, unless such custodian, nominee or broker has in its records documentary evidence that the beneficial owner is not a United States Holder and certain conditions are met or the beneficial owner otherwise establishes an exemption. Backup withholding may apply to any payment that such custodian, nominee or broker is required to report if such person has actual knowledge that the payee is a United States Holder. Payments to or through the United States office of a broker will be subject to backup withholding and information reporting unless the Holder certifies, under penalties of perjury, that it is not a United States Holder or otherwise establishes an exemption.

The 1997 Final Regulations modify certain of the certification requirements for backup withholding and expand the group of U.S. Related Persons. It is possible that the Obligors or their paying agent may request new withholding exemption forms from Holders in order to qualify for continued exemption from backup withholding when the 1997 Final Regulations become effective.

Backup withholding tax is not an additional tax. Rather, any amounts withheld from a payment to a Holder under the backup withholding rules are allowed as a refund or a credit against such Holder's United States federal income tax; provided that the required information is furnished to the Service.

PLAN OF DISTRIBUTION

Each Participating Broker-Dealer that receives New Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. This Prospectus, as it may be amended or supplemented from time to time, may be used by a Participating Broker-Dealer in connection with resales of New Notes received in exchange for Old Notes where such Old Notes were acquired as a result of market-making activities or other trading activities. The Obligors have agreed that for a period of 180 days after the Expiration Date, they will make this Prospectus, as amended or supplemented, available to any Participating Broker-Dealer for use in connection with any such resale (provided that the Obligors receive notice from any Participating Broker-Dealer of its status as a Participating Broker-Dealer within 30 days after the consummation of the Exchange Offer). In addition, until , 1998 (90 days after the commencement of the Exchange Offer), all dealers effecting transactions in the New Notes may be required to deliver a prospectus.

The Obligors will not receive any proceeds from any sales of the New Notes by Participating Broker-Dealers. New Notes received by Participating Broker-Dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over- the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such Participating Broker-Dealer and/or the purchasers of any such New Notes. Any Participating Broker-Dealer that resells the New Notes that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of New Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a Participating Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date, the Obligors will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any Participating Broker-Dealer that has provided the Obligors with notice of its status as a Participating Broker-Dealer within 30 days after the consummation of the Exchange Offer.

LEGAL MATTERS

The validity of the New Notes offered hereby will be passed upon on behalf of the Obligors and the Guarantor by Dow, Lohnes & Albertson, PLLC, Washington, D.C.

EXPERTS

The audited combined financial statements of the Systems as of December 31, 1996 and 1997, and for each of the three years ended December 31, 1997, and the audited combined statements of Holdings and Renaissance Media as of December 31, 1997 and for the period from November 5, 1997 (date of inception) to December 31, 1997 appearing in this Prospectus and Registration Statement have been audited by Ernst & Young LLP, independent auditors, as set forth in their reports thereon appearing elsewhere herein, and are included in reliance upon such reports given upon the authority of such firm as experts in accounting and auditing.

AVAILABLE INFORMATION

The Obligors and the Guarantor have filed with the Commission a Registration Statement on Form S-4 (of which this Prospectus is a part and which term shall encompass any amendments thereto) pursuant to the Securities Act with respect to the Exchange Offer. As permitted by the rules and regulations of the Commission, this Prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information about the Obligors and the Exchange Offer, reference is hereby made to the Registration Statement and to such exhibits and schedules. Statements contained herein concerning the provisions of any documents filed as an exhibit to the Registration Statement or otherwise filed with the Commission are not necessarily complete, and in each instance reference is made to the copy of such document so filed. Each such statement is qualified in its entirety by such reference.

In addition, the Obligors and the Guarantor will be subject to the informational requirements of the Exchange Act, and, in accordance therewith, will file reports and other information with the Commission. In addition, under the Indenture governing the Notes, the Obligors will be required to furnish to the Trustee and to registered holders of the Notes audited annual consolidated financial statements, unaudited quarterly consolidated financial reports and certain other reports. The Registration Statement, the exhibits and schedules forming a part thereof and the reports and other information filed by the Obligors with the Commission pursuant to the informational requirements of the Exchange Act may be inspected without charge and copied upon payment of certain fees at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the following Regional Offices of the Commission: New York Regional Office, Seven World Trade Center, 13th Floor, New York, New York 10048, and Chicago Regional Office, Northwestern Atrium, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. The Commission also maintains a World Wide Web site on the Internet at http://www.sec.gov that contains reports and other information regarding registrants that file electronically with the Commission.

INDEX TO COMBINED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT AUDITORS

To the Members of
Renaissance Media Holdings LLC
Renaissance Media LLC

We have audited the accompanying combined balance sheet of Renaissance Media Holdings LLC and Renaissance Media LLC (as combined, the "Company") as of December 31, 1997 and the related combined income statement and statement of cash flows for the period from November 5, 1997 (date of inception) to December 31, 1997. These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined financial statements based on our audit.

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

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Company at December 31, 1997 and the results of its operations and its cash flows for the period from November 5, 1997 (date of inception) to December 31, 1997 in conformity with generally accepted accounting principles.

Ernst & Young LLP

New York, New York
March 16, 1998

RENAISSANCE MEDIA HOLDINGS LLC AND RENAISSANCE MEDIA LLC

BALANCE SHEETS

ASSETS	DECEMBER 31, 1997 (COMBINED)	MARCH 31, 1998 (CONSOLIDATED)
		(UNAUDITED)
Cash and cash equivalents	$ 903,034	$ 745,758
Accrued interest income	59,434	65,575
Accounts receivable	2,500	3,074
Prepaid expenses and other assets	2,041	10,191
Escrow deposit	15,000,000	15,177,372
Property, plant & equipment	--	56,348
Less accumulated depreciation	--	(1,057)
	--	55,291
Intangible assets	--	581,755
Less accumulated amortization	--	(127)
	--	581,628
Deferred acquisition costs, net	347,500	666,949
Deferred financing costs	692,500	1,393,759
Less accumulated amortization	(4,271)	(17,083)
	688,229	1,376,676
Total assets	$ 17,002,738	$ 18,682,514
LIABILITIES AND MEMBERS' EQUITY		
Due to Management Investors	$ 1,000,000	$ 1,000,000
Accounts payable	11,313	2,864
Accrued expenses:		
Legal	880,000	1,830,500
Audit fees	15,000	33,000
Other professional fees	60,000	678,173
Other operating	--	18,864
Other liability	--	4,867
	1,966,313	3,568,268
MEMBERS' EQUITY:		
Morgan Stanley Capital Partners III, Inc.	1	1
Morgan Stanley Capital Partners III, L.P.	13,269,701	13,269,701
MSCP III 892 Investors, L.P.	1,358,582	1,358,582
Morgan Stanley Capital Investors, L.P.	371,717	371,717
Retained earnings	36,424	114,245
Total members' equity	15,036,425	15,114,246
Total liabilities and members' equity	$ 17,002,738	$ 18,682,514

See accompanying notes to financial statements.

RENAISSANCE MEDIA HOLDINGS LLC AND RENAISSANCE MEDIA LLC

STATEMENTS OF INCOME AND RETAINED EARNINGS

	NOVEMBER 5, 1997 (DATE OF INCEPTION) TO DECEMBER 31, 1998 (COMBINED)	THREE MONTHS ENDED MARCH 31, 1998- (CONSOLIDATED) (UNAUDITED)
REVENUES:		
Interest income	$64,968	$193,108
Total revenue	64,968	193,108
EXPENSES:		
Employee	9,196	50,264
Facility	--	22,500
General	77	8,479
Professional	15,000	20,048
Interest expense	4,271	12,812
Depreciation and amortization	--	1,184
Total expenses	28,544	115,287
Net income	$36,424	$ 77,821
Retained earnings, beginning of period	--	36,424
Retained earnings, end of period	$36,424	$114,245

See accompanying notes to financial statements.

RENAISSANCE MEDIA HOLDINGS LLC AND RENAISSANCE MEDIA LLC

STATEMENTS OF CASH FLOWS

	NOVEMBER 5, 1997 (DATE OF INCEPTION) TO DECEMBER 31, 1997 (COMBINED)	THREE MONTHS ENDED MARCH 31, 1998 (CONSOLIDATED) (UNAUDITED)
OPERATING ACTIVITIES:		
Net income	$ 36,424	$ 77,821
Adjustments to non-cash and non-operating items:		
Non-cash interest expense/(income)	4,271	(164,560)
Depreciation	--	1,057
Amortization	--	127
Changes in operating assets and liabilities:		
Accrued interest income	(59,434)	(6,141)
Accounts receivable	(2,500)	(3,074)
Prepaid expenses and other assets	(2,041)	(8,150)
Purchase of interest rate cap agreement	(102,500)	--
Accrued expenses:		
Other professional fees	2,500	--
Audit fees	15,000	18,000
Other operating	--	18,864
Accounts payable	11,313	(8,449)
Other liabilities	--	4,867
Net cash (used in) operating activities	(96,967)	(69,638)
INVESTING ACTIVITIES:		
Escrow deposit	(15,000,000)	--
Property, plant and equipment	--	(56,348)
Intangible asset additions	--	(8,582)
Net cash (used in) investing activities	(15,000,000)	(64,930)
FINANCING ACTIVITIES:		
Deferred financing costs	--	(6,259)
Deferred acquisition costs	--	(16,449)
Due to Management Investors	1,000,000	--
Capital contributions:		
Morgan Stanley Capital Partners III, Inc.	1	--
Morgan Stanley Capital Partners III, L.P.	13,269,701	--
MSCP III 892 Investors, L.P.	1,358,582	--
Morgan Stanley Capital Investors, L.P.	371,717	--
Net cash provided by (used in) financing activities	16,000,001	(22,708)
NET INCREASE IN CASH AND CASH EQUIVALENTS	903,034	(157,276)
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE PERIOD	--	903,034
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	$ 903,034	$745,758

See accompanying notes to financial statements.

1. ORGANIZATION AND BASIS OF PRESENTATION

Renaissance Media Holdings LLC ("Holdings") was formed on November 5, 1997 to acquire certain cable television systems in Louisiana, Tennessee and Mississippi. The initial investing stockholders of Holdings were Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P., and Morgan Stanley Capital Investors, L.P. Renaissance Media LLC ("Media") was formed on November 24, 1997. The initial investing stockholder of Media was Morgan Stanley Capital Partners III, Inc.

The financial statements of Holdings and Media (as combined, the "Company") have been combined as of December 31, 1997 and for the period from November 5, 1997 (date of inception) to December 31, 1997. Subsequent to December 31, 1997, the following legal entity structure changes were enacted: a) Holdings formed Renaissance Media Group LLC ("Group"); b) Group formed three wholly-owned subsidiaries, Renaissance Media (Louisiana) LLC ("Louisiana"), Renaissance Media (Tennessee) LLC ("Tennessee"), and Renaissance Media Capital Corporation; and c) Media became a wholly-owned subsidiary of Holdings through a 24% interest held by Tennessee and a 76% interest held by Louisiana. The consolidated financial statements as of and for the three months ended March 31, 1998 include the financial statements of Holdings and its wholly-owned subsidiaries; Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC, Renaissance Media Capital Corporation and Renaissance Media LLC.

Significant intercompany transactions and accounts have been eliminated. The accompanying financial statements have been prepared in accordance with generally accepted accounting principles for interim financial statements and with the instructions to Article 10 of Regulation S-X. The interim financial statements are unaudited but include all adjustments, which are of normal recurring nature, that the Company considers necessary for a fair presentation of the financial position and the results of operations and cash flows for such period. Operating results of interim periods are not necessarily indicative of results for a full year.

2. RECLASSIFICATIONS

Certain reclassifications have been made to the 1997 financial statements to conform to the current period presentation.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The presentation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and footnotes thereto. Actual results could differ from those estimates.

Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Deferred Acquisition and Financing Costs

Deferred acquisition and financing costs at December 31, 1997 and March 31, 1998 consist primarily of legal fees associated with the acquisition of certain assets of TWI Cable Inc. ("TWI Cable") and financing costs relating to the contemplated financing (see note 5). Subsequent to the closing of the acquisition, these costs will be amortized over periods ranging from 8 to 15 years.

4. ASSET PURCHASE AGREEMENT

On November 14, 1997, Holdings entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with TWI Cable whereby Holdings agreed to purchase from TWI Cable the assets of certain cable television systems in Louisiana, Tennessee and Mississippi (the "Acquisition"). This transaction closed on April 9, 1998. The purchase price for the assets acquired was $309.5 million, $300 million of which was paid in cash and $9.5 million of which was paid by the issuance of an equity interest in Holdings to TWI Cable at the closing. In accordance with the Asset Purchase Agreement, Holdings made a deposit payment of $15 million on December 5, 1997 which was held by an escrow agent until the closing date. (See Note 10.)

5. CAPITALIZATION AND DEBT FINANCING

In accordance with a commitment letter dated November 14, 1997, Morgan Stanley Senior Funding, Inc. has committed to provide up to $200 million of acquisition debt financing to Media ("Acquisition Debt"), including $25 million available to Media, if necessary, to fund capital expansion and upgrade programs as well as for general working capital requirements. (See Note 10.)

6. INTEREST-RATE CAP AGREEMENT

On December 5, 1997, Media purchased an interest-rate cap agreement from Morgan Stanley Capital Services Inc. At December 31, 1997, the interest-rate cap agreement effectively fixed or set a maximum interest rate of 7.25% on bank debt borrowings up to $100 million. The interest-rate cap agreement expires on December 5, 1999. The cost of this agreement has been recorded as deferred financing costs and is being amortized to interest expense ratably over the life of the agreement.

7. DUE TO MANAGEMENT INVESTORS

Subsequent to the formation of the Company and the execution of the Asset Purchase Agreement, the Management Investors advanced $1 million to Holdings. At the closing of the Asset Purchase Agreement, (see Note 10), this advance will be contributed by the Management Investors to Holdings as equity.

8. COMMITMENTS

Media entered into a lease agreement on January 5, 1998 for corporate office headquarters. The lease agreement expires on January 4, 1999. Annual rental expense for 1998 under the agreement will be $90,000.

9. INCOME TAXES

Holdings, Group and Media are limited liability companies and are not subject to Federal or New York State Income Tax. Any income earned by these entities will be taxed to their respective members. Louisiana and Tennessee have elected to be treated as Corporations for Income Tax purposes and as of December 31, 1997 and March 31, 1998 have not recorded any tax benefit of their losses pending completion of the Acquisition.

10. SUBSEQUENT EVENTS (UNAUDITED)

On April 9, 1998, the Acquisition described on Note 4 was completed. At that time Holdings assigned its rights and obligations under the Asset Purchase Agreement to Media.

The capitalization of Holdings was modified with respect to the financing aspects of the transaction such that the Acquisition Debt described in Note 5 was reduced to $150 million of which $110 million was drawn and $40 million is available under a revolving credit facility. In addition, Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance (Tennessee) LLC and Renaissance Media Capital Corporation issued $100 million senior discount notes due 2008. Additional equity contributions of $93.5 million, were made by M. S. Capital Partners III, L.P., MSCP III 892 Investors, L.P., M.S. Capital Investors, L.P., TWI Cable Inc. and the Management Investors on April 9, 1998 to the Company.

REPORT OF INDEPENDENT AUDITORS

To the Board of Directors of
TWI Cable Inc.

We have audited the accompanying combined balance sheets of the Picayune MS, Lafourche LA, St. Tammany LA, St. Landry LA, Pointe Coupee LA, and Jackson TN cable television systems, (collectively, the "Combined Systems") included in TWI Cable, Inc. ("TWI Cable"), as of December 31, 1996 and 1997, the related combined statements of operations, changes in net assets and cash flows for the years then ended. In addition, we have audited the combined statement of operations and cash flows for the year ended December 31, 1995 of the Predecessor Combined Systems. These combined financial statements are the responsibility of the Combined Systems' or the Predecessor's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

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

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Combined Systems, included in TWI Cable or the Predecessor, at December 31, 1996 and 1997, and the combined results of their operations and their cash flows for the years ended December 31, 1995, 1996 and 1997, in conformity with generally accepted accounting principles.

Ernst & Young LLP

New York, New York
March 16, 1998

PICAYUNE MS, LAFOURCHE LA, ST. TAMMANY LA, ST. LANDRY LA,
POINTE COUPEE LA, AND JACKSON TN CABLE TELEVISION SYSTEMS
(INCLUDED IN TWI CABLE INC.)

COMBINED BALANCE SHEETS
(IN THOUSANDS)

	DECEMBER 31,		MARCH 31,
	1996	1997	1998
			(UNAUDITED)
ASSETS			
Cash and cash equivalents	$ 570	$ 1,371	$ 2,943
Receivables, less allowance of $71 and $116 for the years ended December 31, 1996 and 1997, and $116 for the three months ended March 31, 1998 (unaudited), respectively	794	1,120	1,502
Prepaid expenses and other assets	45	183	327
Property, plant and equipment, net	36,966	36,944	35,994
Cable television franchises, net	209,952	198,913	196,153
Goodwill and other intangibles, net	51,722	50,383	50,052
Total assets	$300,049	$288,914	$286,971
LIABILITIES AND NET ASSETS			
Accounts payable	$ 1,640	$ 652	$ 63
Accrued programming expenses	847	904	978
Accrued franchise fees	736	835	564
Subscriber advance payments and deposits	66	407	458
Deferred income taxes	58,340	60,601	61,792
Other liabilities	945	969	1,108
Total liabilities	62,574	64,368	64,963
Total net assets	237,475	224,546	222,008
Total liabilities and net assets	$300,049	$288,914	$286,971

See accompanying notes to combined financial statements.

PICAYUNE MS, LAFOURCHE LA, ST. TAMMANY LA, ST. LANDRY LA,
POINTE COUPEE LA, AND JACKSON TN CABLE TELEVISION SYSTEMS

COMBINED STATEMENTS OF OPERATIONS

(IN THOUSANDS)

	YEAR ENDED DECEMBER 31,		
	1995	1996	1997
	(PREDECESSOR)	(INCLUDED IN TWI CABLE INC.)	
REVENUES	$43,549	$47,327	$50,987
COSTS AND EXPENSES:			
Operating and programming	13,010	12,413	12,101
Selling, general and administrative	9,977	12,946	13,823
Depreciation and amortization	17,610	18,360	18,697
(Gain) loss on disposal of fixed assets	--	(244)	620
Total costs and expenses	40,597	43,475	45,241
Operating income	2,952	3,852	5,746
Interest expense	11,871	--	--
(Loss) income before income tax (benefit) expense	(8,919)	3,852	5,746
Income tax (benefit) expense	(3,567)	1,502	2,262
Net (loss) income	$(5,352)	$ 2,350	$ 3,484

	THREE MONTHS ENDED MARCH 31,	
	1997	1998
	(INCLUDED IN TWI CABLE INC.) (UNAUDITED)	
REVENUES	$12,446	$13,973
COSTS AND EXPENSES:		
Operating and programming	2,876	3,326
Selling, general and administrative	3,597	3,390
Depreciation and amortization	4,667	4,707
(Gain) loss on disposal of fixed assets	5	(96)
Total costs and expenses	11,145	11,327
Operating income	1,301	2,646
Interest expense	--	--
(Loss) income before income tax (benefit) expense	1,301	2,646
Income tax (benefit) expense	659	1,191
Net (loss) income	$ 642	$ 1,455

See accompanying notes to combined financial statements.

PICAYUNE MS, LAFOURCHE LA, ST. TAMMANY LA, ST. LANDRY LA,
POINTE COUPEE LA, AND JACKSON TN CABLE TELEVISION SYSTEMS
(INCLUDED IN TWI CABLE INC.)

COMBINED STATEMENTS OF CHANGES IN NET ASSETS
(IN THOUSANDS)

Contribution by Parent	$250,039
Net distributions to Parent	(14,914)
Net income	2,350
Balance at December 31, 1996	237,475
Net distribution to Parent	(16,413)
Net income	3,484
Balance at December 31, 1997	$224,546
Net distribution to Parent (Unaudited)	(3,993)
Net income (Unaudited)	1,455
Balance at March 31, 1998 (Unaudited)	$222,008

See accompanying notes to combined financial statements.

PICAYUNE MS, LAFOURCHE LA, ST. TAMMANY LA, ST. LANDRY LA,
POINTE COUPEE LA, AND JACKSON TN CABLE TELEVISION SYSTEMS

COMBINED STATEMENTS OF CASH FLOWS
(IN THOUSANDS)

	YEAR ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1995	1996	1997	1997	1998
	(PREDECESSOR)	(INCLUDED IN TWI CABLE INC.)		(INCLUDED IN TWI CABLE INC.) (UNAUDITED)	
OPERATING ACTIVITIES:					
Net (loss) income	$(5,352)	$ 2,350	$ 3,484	$ 642	$ 1,455
Adjustments for noncash and nonoperating items:					
Income tax (benefit) expense	(3,567)	1,502	2,262	659	1,191
Depreciation and amortization	17,610	18,360	18,697	4,667	4,707
(Gain) loss on disposal of fixed assets	--	(244)	620	5	(96)
Changes in operating assets and liabilities:					
Receivables, prepaids and other assets	(196)	944	(464)	(149)	(526)
Accounts payable, accrued expenses and other liabilities	(972)	176	(466)	(998)	(596)
Other balance sheet changes	--	--	(529)	(39)	(114)
Net cash provided by operations	7,523	23,088	23,604	4,787	6,021
INVESTING ACTIVITIES:					
Purchase of Predecessor cable systems, net of cash acquired	--	(249,473)	--	--	--
Capital expenditures	(7,376)	(8,170)	(6,390)	(1,561)	(456)
Net cash used in investing activities	(7,376)	(257,643)	(6,390)	(1,561)	(456)
FINANCING ACTIVITIES:					
Advance from Parent for purchase of Predecessor	--	250,039	--	--	--
Net distribution to Parent	--	(14,914)	(16,413)	(1,281)	(3,993)
Net cash provided by (used in) financing activities	--	235,125	(16,413)	(1,281)	(3,993)
INCREASE IN CASH AND CASH EQUIVALENTS	147	570	801	1,945	1,572
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	419	0	570	570	1,371
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 566	$ 570	$ 1,371	$ 2,515	$ 2,943

See accompanying notes to combined financial statements.

PICAYUNE MS, LAFOURCHE LA, ST. TAMMANY LA, ST. LANDRY LA,
POINTE COUPEE LA, AND JACKSON TN CABLE TELEVISION SYSTEMS
(INCLUDED IN TWI CABLE INC.)

NOTES TO COMBINED FINANCIAL STATEMENTS

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

The cable television systems operating in the metropolitan areas of Picayune, Mississippi; Lafourche, Louisiana; St. Tammany, Louisiana; St. Landry, Louisiana; Pointe Coupee, Louisiana; and Jackson, Tennessee (the "Combined Systems") are principally engaged in the cable television business under non-exclusive franchise agreements, which expire at various times beginning in 1999. The Combined Systems' operations consist primarily of selling video programming which is distributed to subscribers for a monthly fee through a network of coaxial and fiber-optic cables.

Prior to January 4, 1996, the Combined Systems were included in certain subsidiaries of Cablevision Industries Corporation ("CVI"). On January 4, 1996, CVI merged into a wholly owned subsidiary of Time Warner Inc. (the "CVI Merger"). On October 1, 1996, Time Warner Inc. ("Time Warner") completed a reorganization amongst certain of its wholly owned cable television subsidiaries whereby CVI was renamed TWI Cable Inc. ("TWI Cable").

Basis of Presentation

TWI Cable has committed to sell the Combined Systems to Renaissance Media Holdings LLC ("Renaissance") pursuant to an Asset Purchase Agreement with Renaissance, dated November 14, 1997. Accordingly, the accompanying combined financial statements have been prepared as if the Combined Systems had operated as an independent, stand-alone entity for all periods presented. Effective as of January 1, 1996, the Combined Systems' financial statements reflect the new basis of accounting arising from Time Warner's merger with CVI. Based on Time Warner's allocation of the purchase price, the assets and liabilities of the Combined Systems were revalued resulting in goodwill allocated to the Combined Systems of approximately $52,971,000, which is being amortized over its estimated life of 40 years. In addition, approximately $220,981,000 was allocated to cable television franchises and other intangible assets, which is being amortized over periods up to 20 years. The Combined Systems' financial statements through December 31, 1995 reflect the historical cost of their assets and liabilities and results of their operations.

The combined statements have been adjusted to include certain corporate expenses incurred by Time Warner Cable and/or TWI Cable on the Combined Systems' behalf.

The combined financial statements as of and for the three months ended March 31, 1998 and 1997 included herein are unaudited and have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statments prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations. However, in the opinon of management of the Combined Systems, the combined financial statements as of and for the three months ended March 31, 1997 and 1998 include all adjustments, consisting only of normal recurring adjustments, necessary to present fairly the financial information.

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--(CONTINUED)

Basis of Combination

The combined financial statements include the assets, liabilities, revenues, expenses, income, loss and cash flows of the Combined Systems, as if the Combined Systems were a single company. Significant intercompany accounts and transactions between the Combined Systems have been eliminated. Significant accounts and transactions with Time Warner and its affiliates are disclosed as related party transactions (see Note 3).

Use of Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the combined financial statements and footnotes thereto. Actual results could differ from those estimates.

Concentration of Credit Risk

A significant portion of the customer base is concentrated within the local geographical area of each of the individual cable television systems. The Combined Systems generally extend credit to customers and the ultimate collection of accounts receivable could be affected by the local economy. Management performs continuous credit evaluations of its customers and may require cash in advance or other special arrangements from certain customers. Management does not believe that there is any significant credit risk which could have a material effect on the financial condition of the Combined Systems.

Revenue and Costs

Subscriber fees are recorded as revenue in the period the related services are provided and advertising revenues are recognized in the period the related advertisements are exhibited. Rights to exhibit programming are purchased from various cable networks. The costs of such rights are generally expensed as the related services are made available to subscribers.

Advertising Costs

Advertising costs are expensed upon the first exhibition of the related advertisements. Advertising expense amounted to $308,000, $632,000 and $510,000 for the years ended 1995, 1996 and 1997, respectively and $147,000 and $59,000 for the periods ended March 31, 1997 and 1998, respectively.

Statement of Cash Flows

The Combined Systems participate in a cash management system with affiliates whereby cash receipts are transferred to a centralized bank account from which centralized payments to various suppliers and creditors are made on behalf of the Combined Systems. The excess of such cash receipts over payments is included in net assets. Amounts shown as cash represent the Combined Systems' net cash receipts not transferred to the centralized account as of December 31, 1996 and 1997. The average net intercompany balances were $173,348,000 and $170,438,000 for the years ended December 31, 1996 and 1997, respectively.

For purposes of this statement, cash and cash equivalents includes all highly liquid investments purchased with original maturities of three months or less.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Additions to property, plant and equipment generally include material, labor, overhead and interest. Depreciation is provided on the straight-line method over estimated useful lives as follows:

Buildings and improvements	5-20 years
Cable television equipment	5-15 years
Furniture, fixtures and other equipment	3-10 years

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--(CONTINUED)

Property, plant and equipment consist of:

	DECEMBER 31,		MARCH 31,
	1996	1997	1998
	(IN THOUSANDS)		(IN THOUSANDS) (UNAUDITED)
Land and buildings	$ 2,003	$ 2,265	$ 2,255
Cable television equipment	32,324	39,589	40,386
Furniture, fixtures and other equipment	1,455	2,341	2,308
Construction in progress	5,657	1,028	1,026
	41,439	45,223	45,975
Less accumulated depreciation	(4,473)	(8,279)	(9,981)
Total	$36,966	$36,944	$35,994

Intangible Assets

During 1996 and 1997, the Combined Systems amortized goodwill over periods up to 40 years and cable television franchises over periods up to 20 years, both using the straight-line method. Prior to the CVI Merger, goodwill and cable television franchises were amortized over 15 years using the straight-line method. For the years ended 1995, 1996, and 1997, amortization of goodwill amounted to $8,199,000, $1,325,000, and $1,325,000, respectively, and amortization of cable television franchises amounted to $1,284,000, $11,048,000, and $11,048,000, respectively. For the three month periods ended March 31, 1998 (unaudited), amortization of goodwill amounted to $331,000, and amortization of cable television franchises amounted to $2,762,000. Accumulated amortization of intangible assets at December 31, 1996 and 1997 amounted to $12,373,000 and $24,746,000, respectively, and $24,858,000 at March 31, 1998 (unaudited).

Management separately reviews the carrying value of acquired intangible assets for each acquired entity on a quarterly basis to determine whether an impairment may exist. Management considers relevant cash flow and profitability information, including estimated future operating results, trends and other available information, in assessing whether the carrying value of intangible assets can be recovered. Upon a determination that the carrying value of intangible assets will not be recovered from the undiscounted future cash flows of the acquired business, the carrying value of such intangible assets would be considered impaired and would be reduced by a charge to operations in the amount of the impairment. An impairment charge is measured as a deficiency in estimated discounted future cash flows of the acquired business to recover the carrying value related to the intangible assets.

Income Taxes

Income taxes have been provided using the liability method prescribed by FASB Statement No. 109, "Accounting for Income Taxes." Under the liability method, deferred income taxes reflect tax carryforwards and the net tax effects of temporary differences between the carrying amount of assets and liabilities for financial statements and income tax purposes, as determined under enacted tax laws and rates.

2. EMPLOYEE BENEFIT PLANS

Following the CVI Merger, the Combined Systems began participation in the Time Warner Cable Pension Plan (the "Pension Plan"), a non-contributory defined benefit pension plan, and the Time Warner Cable Employee Savings Plan (the "Savings Plan") which are administered by a committee appointed by the Board of Representatives of Time Warner Entertainment Company, L.P. ("TWE"), an affiliate of Time Warner, and which cover substantially all employees.

2. EMPLOYEE BENEFIT PLANS--(CONTINUED)

Benefits under the Pension Plan are determined based on formulas which reflect an employee's years of service and compensation levels during the employment period. Pension expense for the years ended December 31, 1996 and 1997 totaled $184,000 and $192,000, respectively, and $61,000 and $56,000 for the three months ended March 31, 1997 and 1998 (unaudited), respectively.

The Combined Systems' contributions to the Savings Plan are limited to 6.67% of an employee's eligible compensation during the plan year. The Board of Representatives of TWE has the right in any year to set the maximum amount of the Combined Systems' contribution. Defined contribution plan expense for the years ended December 31, 1996 and 1997 totaled $107,000 and $117,000, respectively, and $30,000 and $35,000 for the three months ended March 31, 1997 and 1998 (unaudited), respectively.

Prior to the CVI Merger, substantially all employees were eligible to participate in a profit sharing plan or a defined contribution plan. The profit sharing plan provided that the Combined Systems may contribute, at the discretion of their board of directors, an amount up to 15% of compensation for all eligible participants out of its accumulated earnings and profits, as defined. Profit sharing expense amounted to approximately $31,000 for the year ended December 31, 1995.

The defined contribution plan contained a qualified cash or deferred arrangement pursuant to Internal Revenue Code Section 401(k). This plan provided that eligible employees may contribute from 2% to 10% of their compensation to the plan. The Combined Systems matched contributions of up to 4% of the employees' compensation. The expense for this plan amounted to approximately $96,000 for the year ended December 31, 1995.

The Combined Systems have no material obligations for other post retirement benefits.

3. RELATED PARTIES

In the normal course of conducting business, the Combined Systems had various transactions with Time Warner and its affiliates, generally on terms resulting from a negotiation between the affected units that in management's view resulted in reasonable allocations.

Programming

Included in the Combined Systems' 1996 and 1997 operating expenses are charges for programming and promotional services provided by Home Box Office, Turner Broadcasting System, Inc. and other affiliates of Time Warner. These charges are based on customary rates and are in the ordinary course of business. For the year ended December 31, 1996 and 1997, these charges totaled $3,260,000 and $3,458,000, respectively, and $860,000 and $1,069,000 for the three months ended March 31, 1997 and 1998 (unaudited), respectively. Accrued related party expenses for these programming and promotional services included in accrued programming expenses approximated $327,000 and $291,000 for the years ended December 31, 1996 and 1997, respectively, and $423,000 and $314,000 for the three months ended March 31, 1997 and 1998 (unaudited), respectively. There were no such programming and promotional service related party transactions in 1995.

Management Fees

TWI Cable entered into a management service arrangement with Time Warner Cable ("TWC"), pursuant to which TWC is responsible for the management and operation of TWI Cable, which includes the Combined Systems. The management fees paid to TWC by TWI Cable are based on an allocation of the corporate expenses of TWC's cable division in proportion to the respective number of subscribers of all cable systems managed by TWC's cable division. The allocation of the TWI Cable management fee to the Combined Systems approximated $1,432,000 and $1,715,000 for the years ended December 31, 1996 and 1997, respectively, and $429,000 and $446,000 for the three months ended March 31, 1997 and 1998 (unaudited), respectively.

Other divisional expenses allocated to the Combined Systems approximated $1,301,000 and $1,067,000 for the years ended December 31, 1996 and 1997, respectively, and $267,000 and $275,000 for the three months ended March 31, 1997 and 1998 (unaudited), respectively.

4. INTEREST EXPENSE

Prior to the CVI Merger, the Jackson, Tennessee system was included in Cablevision Industries Limited Partnership and Combined Entities ("CILP"). The Jackson system was charged interest expense in connection with CILP's (a) senior and subordinated bank credit agreements; and (b) senior unsecured subordinated Series A and Series B notes payable to CVI. The remaining five systems comprising the Combined Systems were included in Cablevision Industries of the Southeast, Inc. and Combined Entities ("CIOS"). These systems were charged interest expense in connection with CIOS's (a) bank revolving credit agreement; and (b) junior and senior subordinated debt to CVI.

5. INCOME TAXES

Effective January 4, 1996, the Combined Systems are included in the consolidated federal income tax return of Time Warner. Prior to January 4, 1996, the Combined Systems were included in the consolidated federal income tax return of CVI. The provision (benefit) for income taxes has been calculated on a separate company basis. The components of the provision (benefit) for income taxes are as follows:

	YEAR ENDED DECEMBER 31,			THREE MONTHS ENDED MARCH 31,	
	1995	1996	1997	1997	1998
	(IN THOUSANDS)			(IN THOUSANDS) (UNAUDITED)	
Federal:					
Current	$ --	$ --	$ --	$--	$ --
Deferred	(2,881)	1,213	1,826	532	962
State:					
Current	--	--	--	--	--
Deferred	(686)	289	436	127	229
Net provision (benefit) for income taxes	$(3,567)	$ 1,502	$ 2,262	$659	$1,191

The Combined Systems did not, and will not, have a tax sharing agreement with either Time Warner, TWI Cable or CVI. Therefore, the Combined Systems have not and will not be compensated for the utilization of the Combined Systems' tax losses, by Time Warner, TWI Cable or CVI. In addition, the Combined Systems have not and will not be required to make payments to either Time Warner or TWI Cable for the current tax provision of the Combined Systems.

The differences between the income tax provision (benefit) expected at the U.S. federal statutory income tax rate and the total income tax provision (benefit) are due to nondeductible goodwill amortization and state taxes.

5. INCOME TAXES--(CONTINUED)

Significant components of the Combined Systems' deferred tax assets and liabilities, as calculated on a separate company basis, are as follows:

	YEAR ENDED DECEMBER 31,		THREE MONTHS ENDED MARCH 31,
	1996	1997	1998
	(IN THOUSANDS)		(IN THOUSANDS) (UNAUDITED)
Deferred tax liabilities:			
Amortization	$ 61,266	$ 58,507	$57,817
Depreciation	3,576	4,060	4,181
Total gross deferred tax liabilities	64,842	62,567	61,998
Deferred tax assets:			
Tax loss carryforwards	6,474	1,920	160
Allowance for doubtful accounts	28	46	46
Total deferred tax assets	6,502	1,966	206
Net deferred tax liability	$ 58,340	$ 60,601	$61,792

On a separate company basis, the Combined Systems have tax loss carryforwards of approximately $4.8 million at December 31, 1997 and tax loss carryforwards of approximately $400,000 at March 31, 1998 (unaudited). However, if the Combined Systems are acquired in an asset purchase, the tax loss carryforwards, and net deferred tax liabilities relating to temporary differences will not carry over to Renaissance (see Note 8).

6. COMMITMENTS AND CONTINGENCIES

The Combined Systems had rental expense of approximately $642,000, $824,000, and $843,000 for the years ended December 31, 1995, 1996 and 1997, respectively, and $209,000 and $224,000 for the three months ended March 31, 1997 and 1998 (unaudited), respectively, under various lease and rental agreements for offices, utility poles, warehouses and computer equipment. Future minimum annual rental payments under noncancellable leases will approximate $1,000,000 annually over the next five years.

In exchange for certain flexibility in establishing cable rate pricing structures for regulated services that went into effect on January 1, 1996, TWC has agreed with the Federal Communications Commission ("FCC") to invest in certain upgrades to its cable infrastructure over the next three years. This agreement with the FCC, which extends to the Combined Systems, will be assumed by Renaissance as it relates to the Combined Systems in accordance with the Asset Purchase Agreement.

7. OTHER LIABILITIES

Other liabilities consist of:

	DECEMBER 31,		MARCH 31,
	1996	1997	1998
	(IN THOUSANDS)		(IN THOUSANDS) (UNAUDITED)
Compensation	$ 217	$ 250	$ 279
Data Processing Costs	100	90	161
Sales and other taxes	101	90	146
Copyright Fees	85	83	35
Pole Rent	66	63	93
Other	376	393	394
Total	$ 945	$ 969	$1,108

8. SUBSEQUENT EVENT (UNAUDITED)

The sale of the Combined Systems, in connection with the Asset Purchase Agreement with Renaissance, closed on April 9, 1998 at the purchase price of $309,500,000.

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+INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A   +
+REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE   +
+SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY +
+OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT   +
+BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR   +
+THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE   +
+SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE   +
+UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +
+ANY SUCH STATE.   +
++

[ALTERNATE PAGE C-1]

SUBJECT TO COMPLETION
DATED JUNE , 1998

PROSPECTUS

LOGO

RENAISSANCE MEDIA GROUP LLC
RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION

OFFER TO EXCHANGE 10% SENIOR DISCOUNT NOTES DUE 2008
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT
FOR ANY AND ALL OUTSTANDING 10% SENIOR DISCOUNT NOTES DUE 2008

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M.,
NEW YORK CITY TIME, ON , 1998, UNLESS EXTENDED

The 10% Senior Discount Notes due 2008 (the "'New Notes") of Renaissance Media (Louisiana) LLC ("Renaissance Louisiana"), Renaissance Media (Tennessee) LLC ("Renaissance Tennessee") and Renaissance Media Capital Corporation ("'Renaissance Capital" and, together with Renaissance Louisiana and Renaissance Tennessee, the "Obligors") are fully and unconditionally guaranteed (the "New Guaranty") on a senior basis by Renaissance Media Group LLC (the "Guarantor"). Each of the Obligors is a wholly owned subsidiary of the Guarantor. The Guarantor and its subsidiaries, including the Obligors and Renaissance Media LLC, are hereinafter referred to as the "Company."

The form and terms of the New Notes are the same as the form and terms of the Old Notes except that (i) the issuance of the New Notes will have been registered under the Securities Act and, therefore, the New Notes will not bear legends restricting the transfer thereof and (ii) holders of the New Notes will not be entitled to certain rights of holders of Old Notes under the Registration Rights Agreement (as defined herein). The New Notes will evidence the same debt as the Old Notes (which they replace) and will be issued under and be entitled to the benefits of the Indenture, dated as of April 9, 1998 (the "Indenture"), by and among the Obligors, the Guarantor and United States Trust Company of New York, as Trustee, governing the Old Notes. See "The Exchange Offer" and "Description of the Notes."

The Obligors and the Guarantor will accept for exchange any and all Old Notes that are validly tendered on or prior to 5:00 p.m., New York City time, on the Expiration Date. The Exchange Offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered for exchange. However, the Exchange Offer is subject to certain conditions which may be waived by the Obligors and the Guarantor and to the terms and provisions of the Registration Rights Agreement (as defined herein). Old Notes may be tendered only in denominations of $1,000 and integral multiples thereof. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 1998, unless the Obligors, in their sole discretion, extend the Exchange Offer (as it may be so extended, the "Expiration Date"), in which case the term "Expiration Date" shall mean the latest date and time to which the Exchange Offer is extended. Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to 5:00 p.m., New York City time on the business day prior to the Expiration Date; otherwise such tenders are irrevocable.

SEE "RISK FACTORS" BEGINNING ON PAGE 20 FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED BY PARTICIPANTS IN THE EXCHANGE OFFER.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

(Cover page continued on following page)

The date of this Prospectus is , 1998.

[ALTERNATE PAGE 1]

(Cover page continued)

This Prospectus is to be used by Morgan Stanley & Co. Incorporated ("Morgan Stanley") in connection with offers and sales of the New Notes in market-making transactions at negotiated prices related to prevailing market prices at the time of sale. Morgan Stanley may act as principal or as agent in such transactions. The Obligors will receive no portion of the proceeds of the sales of such Notes. If Morgan Stanley conducts any market-making activities, it may be required to deliver a "market-making prospectus" when effecting offers and sales in the Notes because of the equity ownership of the Obligors and the Guarantor by Morgan Stanley Capital Partners III, L.P. ("MSCP III"), Morgan Stanley Capital Investors, L.P. ("MSCI"), MSCP III 892 Investors, L.P. ("MSCP Investors" and, collectively, with its affiliates, MSCP III, MSCI and their respective affiliates, the "Morgan Stanley Entities"), all of which are affiliates of Morgan Stanley. As of March 31, 1998, the Morgan Stanley Entities owned in the aggregate approximately 87.6% of the outstanding equity of the Obligors and the Guarantor. For as long as a market-making prospectus is required to be delivered, the ability of Morgan Stanley to make a market in the Notes may, in part, be dependent on the ability of the Obligors to maintain a current market-making prospectus.

TABLE OF CONTENTS

THIS PROSPECTUS INCLUDES "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "EXCHANGE ACT"). ALL STATEMENTS REGARDING THE EXPECTED FINANCIAL POSITION, BUSINESS AND FINANCING PLANS OF THE OBLIGORS AND THE GUARANTOR ARE FORWARD-LOOKING STATEMENTS. ALTHOUGH THE OBLIGORS AND THE GUARANTOR BELIEVE THAT THE EXPECTATIONS REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS ARE REASONABLE, THEY CAN GIVE NO ASSURANCE THAT SUCH EXPECTATIONS WILL PROVE TO HAVE BEEN CORRECT. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM SUCH EXPECTATIONS ("CAUTIONARY STATEMENTS") ARE DISCLOSED IN THIS PROSPECTUS, INCLUDING, WITHOUT LIMITATION, IN CONJUNCTION WITH THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS PROSPECTUS AND UNDER "RISK FACTORS." ALL SUBSEQUENT WRITTEN AND ORAL FORWARD-LOOKING STATEMENTS ATTRIBUTABLE TO THE OBLIGORS, THE GUARANTOR, THEIR RESPECTIVE SUBSIDIARIES OR PERSONS ACTING ON BEHALF OF ANY OF THEM ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS.

[ALTERNATE PAGE 2]
THE NEW NOTES

The New Notes have been registered under the Securities Act and, therefore, will not be subject to certain transfer restrictions and registration rights and will not contain certain provisions providing for an increase in the interest rate under certain circumstances relating to the Registration Rights Agreement.

New Notes.....	$163,175,000 aggregate principal amount at maturity ($100,011,589.25 initial Accreted Value) of 10% Senior Discount Notes due 2008.
General.....	The form and terms of the New Notes are the same as the form and terms of the Old Notes (which they replace) except that (i) the New Notes have been registered under the Securities Act and, therefore, will not bear legends restricting the transfer thereof, and (ii) the holders of New Notes will not be entitled to certain rights under the Registration Rights Agreement, including the provisions providing for an increase in the interest rate on the Old Notes in certain circumstances relating to the timing of the Exchange Offer, which rights will terminate when the Exchange Offer is consummated. See "The Exchange Offer--Purpose and Effect of the Exchange Offer." The New Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture. See "Description of the Notes."
Maturity Date.....	April 15, 2008.
Yield and Interest.....	The Old Notes were originally sold at a substantial discount from their principal amount at maturity and there will not be any payment of interest on the New Notes prior to October 15, 2003. For a discussion of the U.S. federal income tax treatment of the New Notes under the original issue discount rules, see "Certain United States Federal Income Tax Consequences." The New Notes will fully accrete to face value on April 15, 2003. From and after April 15, 2003, the New Notes will bear interest, payable semi-annually in cash, at a rate of 10% per annum on April 15 and October 15 of each year, commencing October 15, 2003.
Optional Redemption.....	The New Notes are redeemable, at the option of the Obligors, in whole or in part, at any time on or after April 15, 2003, initially at 105.000% of their principal amount at maturity, plus accrued interest, declining to 100% of their principal amount at maturity, plus accrued interest, on or after April 15, 2006. In addition, at any time prior to April 15, 2001, the Obligors may redeem up to 35% of the aggregate principal amount at maturity of the Notes with the proceeds of one or more sales of Capital Stock (other than Disqualified Stock) of the Company or an Obligor, at 110.000% of their Accreted Value on the redemption date; provided, however, that after any such redemption at least $106.0 million aggregate principal amount at maturity of Notes remains outstanding. See "Description of the Notes--Optional Redemption."
Change of Control.....	Upon a Change of Control (as defined herein), the Obligors will be required to make an offer to purchase the New Notes at a purchase price equal to 101% of their Accreted Value on the date of purchase,

[ALTERNATE PAGE 3]

PLAN OF DISTRIBUTION

This Prospectus is to be used by Morgan Stanley in connection with offers and sales of the Notes in market-making transactions at negotiated prices relating to prevailing market prices at the time of sale. Morgan Stanley may act as principal or agent in such transactions. Morgan Stanley has no obligation to make a market in the Notes, and may discontinue its market-making activities at any time without notice, at its sole discretion.

There is currently no established public market for the Notes. The Obligors do not currently intend to apply for listing of the Notes on any securities exchange. Therefore, any trading that does develop will occur on the over-the-counter market. The Obligors have been advised by Morgan Stanley that it intends to make a market in the Notes but it has no obligation to do so and any market-making may be discontinued at any time. No assurance can be given that an active public market for the Notes will develop.

Morgan Stanley acted as placement agent in connection with the original private placement of the Old Notes and received a placement fee of $ million in connection therewith. Morgan Stanley is affiliated with entities that beneficially own approximately 87.6% of the outstanding equity of the Obligors and the Guarantor as of March 31, 1998.

Although there are no agreements to do so, Morgan Stanley, as well as others, may act as broker or dealer in connection with the sale of Notes contemplated by this Prospectus and may receive fees or commissions in connection therewith.

The Obligors have agreed to indemnify Morgan Stanley against certain liabilities under the Securities Act or to contribute to payments that Morgan Stanley may be required to make in respect of such liabilities.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13 OF FORM S-1 OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION*

* To be filed by amendment.

ITEM 14 OF FORM S-1 AND ITEM 20 OF FORM S-4: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 102(b)(7) of the General Corporation Law of the State of Delaware (the "DGCL") provides that a corporation (in its original certificate of incorporation or amendment thereto) may eliminate or limit the personal liability of a director (or certain persons who, pursuant to the provisions of the certificate of incorporation, exercise of perform duties conferred or imposed upon directors by the DGCL) to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provisions shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which the director derived an improper personal benefit. Renaissance Capital's Certificate of Incorporation limits the liability of directors thereof to the extent permitted by Section 102(b)(7) of the DGCL.

Under Section 145 of the DGCL, in general, a corporation may indemnify its directors, officers, employees or agents against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with any action, suit or proceeding brought by third parties to which they may be made parties by reason of their being or having been directors, officers, employees or agents and shall so indemnify such persons if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement.

ITEM 16 OF FORM S-1 AND ITEM 21 OF FORM S-4 EXHIBITS AND FINANCIAL DATA SCHEDULES

3.1 Certificate of Incorporation of Renaissance Media Capital Corporation and all amendments thereto.
3.2 By-laws of Renaissance Media Capital Corporation.
3.3 Certificate of Formation of Renaissance Media (Louisiana) LLC.
3.4 Limited Liability Company Agreement dated as of March 20, 1998 of Renaissance Media (Louisiana) LLC.
3.5 Certificate of Formation of Renaissance Media (Tennessee) LLC.
3.6 Limited Liability Company Agreement dated as of March 20, 1998 of Renaissance Media (Tennessee) LLC.
3.7 Certificate of Formation of Renaissance Media Group LLC.
3.8 Limited Liability Company Agreement dated as of March 20, 1998 of Renaissance Media Group LLC.
4.1 Indenture dated as of April 9, 1998 by and among Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC, Renaissance Media Capital Corporation, Renaissance Media Group LLC and United States Trust Company of New York, as Trustee.
4.2 Registration Rights agreement dated April 6, 1998 among Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC, Renaissance Media Capital Corporation and Morgan Stanley & Co. Incorporated.
5.1 Opinion of Dow, Lohnes & Albertson, PLLC, regarding validity of the Notes.*
8.1 Tax Opinion of Dow, Lohnes & Albertson, PLLC.*

10.1 Credit Agreement dated as of April 9, 1998 among Renaissance Media LLC, the Lenders party thereto, Morgan Stanley Senior Funding, Inc., as Syndication Agent and Arranger, CIBC, Inc., as Documentation Agent, and Bankers Trust Company, as Administrative Agent.
10.2 Asset Purchase Agreement dated as of November 14, 1997, as amended by the Letter Agreement dated December 11, 1997, the Letter Agreement dated December 29, 1997, the Letter Agreement dated January 13, 1998, the Letter Agreement dated March 5, 1998, and the Letter Agreement dated April 9, 1998, between TWI Cable Inc. and Renaissance Media LLC (as assignee of Renaissance Media Holdings LLC).
10.3 Program Management Agreement, dated as of April 9, 1998, between Renaissance Media LLC and Time Warner Cable.
10.4 CSG Master Subscriber Management System Agreement, dated as of March 28, 1998, between CGS Systems International, Inc. and Renaissance Media LLC.
10.5 Social Contract approved by the Federal Communications Commission (the "FCC") on November 30, 1995 and entered into between the FCC and Time Warner Entertainment Company, L.P., TWI Cable Inc. and Time Warner Entertainment--Advance/Newhouse Partnership, or any subsidiary, division or affiliate thereof.*
10.6 Employment Agreement dated April 9, 1998 between Renaissance Media LLC and Fred Schulte.
10.7 Employment Agreement dated April 9, 1998 between Renaissance Media LLC and Rodney Cornelius.
10.8 Employment Agreement dated April 9, 1998 between Renaissance Media LLC and Michael J. Egan.
10.9 Employment Agreement dated April 9, 1998 between Renaissance Media LLC and Darlene Fedun.
10.10 Employment Agreement dated April 9, 1998 between Renaissance Media LLC and Mark Halpin.
10.11 Employment Agreement dated April 9, 1998 between Renaissance Media LLC and David L. Testa.
10.12 Renaissance Media LLC Annual Executive Bonus Incentive Plan.
10.13 Exclusivity Agreement dated as of April 9, 1998 among Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P., Morgan Stanley Capital Investors, L.P., Rodney Cornelius, Michael J. Egan, Darlene Fedun, Mark Halpin, Fred Schulte and David L. Testa.
10.14 St. Tammany Parish, Louisiana, Police Jury Ordinance Calendar No. 3081, Ordinance Police Jury Series No. 98-2821.*
10.15 City of Covington, Louisiana, Resolution No. 98-03.
10.16 City of Slidell, Louisiana, Resolution R98-04.
10.17 St. James Parish, Louisiana, Council Resolution 98-3.
10.18 Assumption Parish, Louisiana, Police Jury Resolution.
10.19 City of Eunice, Louisiana, Resolution No. 0398(E).
10.20 City of Opelousas, Louisiana, Resolution No. 13 of 1998.
10.21 St. Landry Parish, Louisiana, Excerpt from the Minutes of a Police Jury Meeting, February 9th, 1998.
10.22 City of Jackson, Tennessee, Resolution No. 98-5.
10.23 County of Madison, Tennessee, Resolution.
10.24 City of Newbern, Tennessee, Resolution.
10.25 City of Selmer, Tennessee, Resolution No. 0398.
10.26 City of Thibodaux, Louisiana, Resolution No. 656.
21 Subsidiaries of Registrants.
23.1 Consent of Ernst & Young LLP.
23.2 Consent of Dow, Lohnes and Albertson, PLLC (included in Exhibit 5.1 and Exhibit 5.8).*
24.1 Powers of attorney of directors and officers (included as part of signature pages).

25.1 Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the United States Trust Company of New York, as Trustee for the Notes.
99.1 Letter of Transmittal.*
99.2 Tender Instructions.*
99.3 Notice of Guaranteed Delivery.*

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* To be filed by amendment.

ITEM 17 OF FORM S-1 AND ITEM 22 OF FORM S-4 UNDERTAKINGS

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions or otherwise, the Registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes:

(1)To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement;

(i)To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii)To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement.

(iii)To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2)That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3)To remove from registration by means of a post-effective amendment any of the securities which remain unsold at the termination of the offering.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Renaissance Media Group LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized on June 12, 1998.

RENAISSANCE MEDIA GROUP LLC

By: /s/ Fred Schulte
Fred Schulte
President and Chief Executive Officer

RENAISSANCE MEDIA (LOUISIANA) LLC

By: /s/ Fred Schulte
Fred Schulte
President and Chief Executive Officer

RENAISSANCE MEDIA (TENNESSEE) LLC

By: /s/ Fred Schulte
Fred Schulte
President and Chief Executive Officer

RENAISSANCE MEDIA CAPITAL CORPORATION

By: /s/ Fred Schulte
Fred Schulte
President and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned Directors, Representatives and Officers of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation and each of us, do hereby constitute and appoint Fred Schulte and Mark Halpin, or either of them, our true and lawful attorneys and agents, each with power of substitution, to do any and all acts and things in our name and on our behalf in our capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules, regulations, and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically but without limitation, power and authority to sign for us, or any of us, in our names in the capacities indicated below, any and all amendments (including post-effective amendments) hereto; and we do hereby ratify and confirm all that said attorneys and agents, or their substitute or substitutes, or either of them, shall do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons on behalf of the Registrants and in the capacities and on the dates indicated.

Fred Schulte
President, Chief Executive Officer, Chairman and a Representative of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC and Renaissance Media (Tennessee) LLC and President, Chief Executive Officer, Chairman and a Director of Renaissance Media Capital Corporation (Principal Executive Officer of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation)

Mark Halpin
Executive Vice President, Chief Financial Officer and Treasurer of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation (Principal Financial Officer and Principal Accounting Officer of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation)

To the Board of Directors of
TWI Cable Inc.

We have audited the combined balance sheets of the Picayune MS, LaFourche LA, St. Tammany LA, St. Landry LA, Pointe Coupee LA, and Jackson TN cable television systems, (collectively, the "Combined Systems") included in TWI Cable Inc. ("TWI Cable'), as of December 31, 1996 and 1997, and the related combined statements of operations, changes in net assets and cash flows for the years then ended, and we have audited the combined statements of operations and cash flows for the year ended December 31, 1995 of the Predecessor Combined Systems, and have issued our reports thereon dated March 16, 1998 (included elsewhere in this Registration Statement). Our audits included the financial statement schedule listed in Item 21 of this Registration Statement. This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits.

In our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

Ernst & Young LLP

New York, New York
March 16, 1998

SCHEDULE II--VALUATION AND QUALIFYING ACCOUNTS

PICAYUNE MS, LAFOURCHE LA, ST. TAMMANY LA, ST. LANDRY LA,
POINTE COUPEE LA, AND JACKSON TN CABLE TELEVISION SYSTEMS
(INCLUDED IN TWI CABLE INC.)

	BALANCES AT BEGINNING OF PERIOD	ADDITIONS CHARGED TO COSTS AND EXPENSES	DEDUCTIONS(1)	BALANCE AT END OF PERIOD
For the three months ended March 31, 1998 (unaudited)				
Allowance for receivables.....	$116,000	$ 64,000	$ (64,000)	$116,000
For the year ended December 31, 1997				
Allowance for receivables.....	$ 71,000	$471,000	$(426,000)	$116,000
For the year ended December 31, 1996				
Allowance for receivables.....	$ 84,000	$398,000	$(411,000)	$ 71,000
For the year ended December 31, 1995 (predecessor)				
Allowance for receivables.....	$ 61,000	$396,000	$(373,000)	$ 84,000

(1) Represents the write-off of uncollectible accounts, net of recoveries.

EXHIBIT 3.1

CERTIFICATE OF INCORPORATION

OF

RENAISSANCE MEDIA CAPITAL CORPORATION

* * * * *

FIRST: The name of the Corporation is Renaissance Media Capital Corporation.

SECOND: The address of its registered office in the State of Delaware is 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805. The name of its registered agent at such address is Corporation Service 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 as the same exists or may hereafter be amended ("Delaware Law").

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 3,000, consisting of 2,000 shares of Common Stock, par value $.01 per share (the "Common Stock"), and 1,000 shares of Preferred Stock, par value $.01 per share (the "Preferred Stock").

The Board of Directors is hereby empowered to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to each such class or series of Preferred Stock and the number of shares constituting each such class or series, and to increase or decrease the number of shares of any such class or series to the extent permitted by the General Corporation Law of the State of Delaware, as amended from time to time.

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

Name	Mailing Address
Eric R. Dann	Davis Polk & Wardwell 450 Lexington Avenue New York, New York 10017

The power of the incorporator as such shall terminate upon the filing of this Certificate of Incorporation.

SIXTH: The name and mailing address of the person who is to serve as director until the first annual meeting of stockholders or until his successors are elected and qualified are:

Name	Mailing Address
Fred Schulte	One Cablevision Center Suite 100 Ferndale, NY 12734

SEVENTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

EIGHTH: Election of directors need not be by written ballot unless the bylaws of the Corporation so provide.

NINTH: (1) A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by Delaware Law.

(2)(a) Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director of the Corporation or is or was serving at the request of the Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware Law. The right to indemnification conferred in this ARTICLE NINTH shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by Delaware Law.

The right to indemnification conferred in this ARTICLE NINTH shall be a contract right.

(b) The Corporation may, by action of its Board of Directors, provide indemnification to such of the officers, employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by Delaware Law.

(3) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under Delaware Law.

(4) The rights and authority conferred in this ARTICLE NINTH shall not be exclusive of any other right which any person may otherwise have or hereafter acquire.

(5) Neither the amendment nor repeal of this ARTICLE NINTH, nor the adoption of any provision of this Certificate of Incorporation or the bylaws of the Corporation, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall eliminate or reduce the effect of this ARTICLE NINTH in respect of any acts or omissions occurring prior to such amendment, repeal, adoption or modification.

TENTH: The Corporation reserves the right to amend this Certificate of Incorporation in any manner permitted by Delaware Law and, with the sole exception of those rights and powers conferred under the above ARTICLE NINTH, all rights and powers conferred herein on stockholders, directors and officers, if any, are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto signed my name this 11th day of March, 1998.

/s/ Eric Dann

Eric Dann

EXHIBIT 3.2

BYLAWS

OF

RENAISSANCE MEDIA CAPITAL CORPORATION

* * * * *

ARTICLE 1

Offices

Section 1.01. Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.02. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03. Books. The books of the Corporation may be kept within or without of the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Meetings of Stockholders

Section 2.01. Time and Place of Meetings. All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a designation by the Board of Directors).

Section 2.02. Annual Meetings. Annual meetings of stockholders, commencing with the year 1998, shall be held to elect the Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of stockholders may be called by the Board of Directors or the chairman of the Board and shall be called by the Secretary at the request in writing of holders of record of a majority of the outstanding capital stock of the Corporation entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings and Adjourned Meetings; Waivers of Notice. (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("Delaware Law"), such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. Unless these bylaws otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05. Quorum. Unless otherwise provided under the certificate of incorporation or these bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business.

Section 2.06. Voting. (a) Unless otherwise provided in the certificate of incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Unless otherwise provided in Delaware Law, the certificate of

incorporation or these bylaws, the affirmative vote of a majority of the shares of capital stock of the Corporation present, in person or by proxy, at a meeting of stockholders and entitled to vote on the subject matter shall be the act of the stockholders.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Section 2.07. Action by Consent. (a) Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and Delaware Law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Section 2.08. Organization. At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, (or in his absence or if one shall not have been elected, the President) shall act as chairman of the meeting. The Secretary (or in his absence or inability to act, the person whom the chairman

of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.09. Order of Business. The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

ARTICLE 3

Directors

Section 3.01. General Powers. Except as otherwise provided in Delaware Law or the certificate of incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. Number, Election and Term of Office. The number of directors which shall constitute the whole Board shall be fixed from time to time by resolution of the Board of Directors but shall be at least one but not more than three. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.12 herein, and each director so elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors need not be stockholders.

Section 3.03. Quorum and Manner of Acting. Unless the certificate of incorporation or these bylaws require a greater number, a majority of the total number of directors shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the directors present at meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of directors the directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. Time and Place of Meetings. The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a determination by the Board of Directors).

Section 3.05. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. Regular Meetings. After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and shall be called by the Chairman of the Board, President or Secretary on the written request of three directors. Notice of special meetings of the Board of Directors shall be given to each director at least three days before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the bylaws of the Corporation; and unless the resolution of the Board of Directors or the certificate of incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. Action by Consent. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 3.10. Telephonic Meetings. Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. Resignation. Any director may resign at any time by giving written notice to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. Vacancies. Unless otherwise provided in the certificate of incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Each director so chosen shall hold office until his successor is elected and qualified, or until his earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Unless otherwise provided in the certificate of incorporation, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of other vacancies.

Section 3.13. Removal. Any director or the entire Board of Directors may be removed, with or without cause, at any time by the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote and the vacancies thus created may be filled in accordance with Section 3.12 herein.

Section 3.14. Compensation. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

ARTICLE 4

Officers

Section 4.01. Principal Officers. The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

Section 4.02. Election, Term of Office and Remuneration. The principal officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting thereof. Each such officer shall hold office until his successor is elected and qualified, or until his earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03. Subordinate Officers. In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04. Removal. Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

Section 4.05. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. Powers and Duties. The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

ARTICLE 5

General Provisions

Section 5.01. Fixing the Record Date. (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing

the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by Delaware Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by Delaware Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.02. Dividends. Subject to limitations contained in Delaware Law and the certificate of incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 5.03. Year. The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 5.04. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 5.05. Voting of Stock Owned by the Corporation. The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote

at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 5.06. Amendments. These bylaws or any of them, may be altered, amended or repealed, or new bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof or by the Board of Directors.

EXHIBIT 3.3

CERTIFICATE OF FORMATION

OF

RENAISSANCE MEDIA (LOUISIANA) LLC

This Certificate of Formation of Renaissance Media (Louisiana) LLC (the "Company"), dated January 6, 1998, is being duly executed and filed by Renaissance Media Holdings LLC, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. (S)18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Renaissance Media (Louisiana) LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

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

RENAISSANCE MEDIA HOLDINGS LLC

By: /s/ Mark W. Halpin

Name: Mark W. Halpin
Title: Executive Vice President and Chief Financial Officer

EXHIBIT 3.4

LIMITED LIABILITY COMPANY AGREEMENT

OF

RENAISSANCE MEDIA (LOUISIANA) LLC

This Limited Liability Company Agreement of Renaissance Media (Louisiana) LLC, is entered into by Renaissance Media Group LLC ("Renaissance Media Group"), as the sole member (the "Member").

WHEREAS, on January 7, 1998 Renaissance Media (Louisiana) LLC (the "Company") was formed as a Delaware limited liability company by Renaissance Media Holdings LLC (the "Initial Member"), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. (S) 18-101, et seq.) (the "Act");

WHEREAS, the Initial Member wishes to withdraw from the Company on the date hereof; and

WHEREAS, the Member wishes to continue the Company and to enter into a Limited Liability Company Agreement with respect to the Company.

NOW, THEREFORE, the party hereto agrees as follows:

1. Name. The name of the limited liability company formed hereby is "Renaissance Media (Louisiana) LLC" (the "Company").

2. Purpose. 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 and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Street, Wilmington, New Castle County, Delaware 19805.

4. 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 is

Corporation Service Company, 1013 Centre Street, Wilmington, New Castle County, Delaware 19805.

5. Member. The name and the business, residence or mailing address of the Member are as follows:

Name	Address
Renaissance Media Group LLC	One Cablevision Center Suite 100 Ferndale, NY 12734

6. Powers. The business and affairs of the Company shall be managed by or under the direction of the Member, acting through a board of representatives (the "Board of Representatives"). The Board of Representatives shall consist of at least one representative (each, a "Representative") appointed by the Member; provided that each such Representative must also be an officer, director, employee or partner of the Member or a parent entity (direct or indirect) of such Member. On all matters submitted to the Board of Representatives, each Representative shall be entitled to cast one vote. The Member may remove, with or without cause, and replace any Representative. Each Representative shall act for the Member, as directed by the Member, for purposes of casting the votes of the Member, acting by consent, taking any other actions pursuant to this Agreement and making any election or decision to be made by the Member pursuant to this Agreement. The Member, by execution of this Agreement, agrees and consents to the actions and decisions of each such Representative within the scope of such Representative's authority as provided herein as if such actions or decisions had been taken or made by the Member.

The Member, acting through the Board of Representatives, shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. Renaissance Media Group is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

7. Capital Contribution. The Member has contributed, or will contribute concurrently with the execution of this Agreement, the following amount in cash to the Company:

Renaissance Media Group LLC	$	1,000
Total:	$	1,000

8. Additional Contributions. The Member may, but is not required to, make any additional capital contribution to the Company.

9. Renaissance Media Holdings LLC. Upon execution of this Agreement or a counterpart of this Agreement, the Initial Member shall withdraw from the Company. Upon such withdrawal, the Member of the Company is authorized to, and shall continue, the business of the Company without dissolution. The parties hereto acknowledge that the Initial Member's obligations will be fully discharged upon its withdrawal from the Company.

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

11. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

12. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the 20th day of March, 1998.

RENAISSANCE MEDIA GROUP LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: Chief Executive Officer

ACKNOWLEDGMENT:

Effective upon the execution hereof by the party hereto, Renaissance Media Holdings LLC hereby withdraws from the Company.

RENAISSANCE MEDIA HOLDINGS LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: Chief Executive Officer

EXHIBIT 3.5

CERTIFICATE OF FORMATION

OF

RENAISSANCE MEDIA (TENNESSEE) LLC

This Certificate of Formation of Renaissance Media (Tennessee) LLC (the "Company"), dated January 6, 1998, is being duly executed and filed by Renaissance Media Holdings LLC, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. (S)18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Renaissance Media (Tennessee) LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

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

RENAISSANCE MEDIA HOLDINGS LLC

By: /s/ Mark W. Halpin

Name: Mark W. Halpin
Title: Executive Vice President and Chief Financial Officer

EXHIBIT 3.6

LIMITED LIABILITY COMPANY AGREEMENT

OF

RENAISSANCE MEDIA (TENNESSEE) LLC

This Limited Liability Company Agreement of Renaissance Media (Tennessee) LLC, is entered into by Renaissance Media Group LLC ("Renaissance Media Group"), as the sole member (the "Member").

WHEREAS, on January 7, 1998 Renaissance Media (Tennessee) LLC (the "Company") was formed as a Delaware limited liability company by Renaissance Media Holdings LLC (the "Initial Member"), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. (S) 18-101, et seq.) (the "Act");

WHEREAS, the Initial Member wishes to withdraw from the Company on the date hereof; and

WHEREAS, the Member wishes to continue the Company and to enter into a Limited Liability Company Agreement with respect to the Company.

NOW, THEREFORE, the party hereto agrees as follows:

1. Name. The name of the limited liability company formed hereby is "Renaissance Media (Tennessee) LLC" (the "Company").

2. Purpose. 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 and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Street, Wilmington, New Castle County, Delaware 19805.

4. 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 is

Corporation Service Company, 1013 Centre Street, Wilmington, New Castle County, Delaware 19805.

5. Member. The name and the business, residence or mailing address of the Member are as follows:

Name	Address
Renaissance Media Group LLC	One Cablevision Center Suite 100 Ferndale, NY 12734

6. Powers. The business and affairs of the Company shall be managed by or under the direction of the Member, acting through a board of representatives (the "Board of Representatives"). The Board of Representatives shall consist of at least one representative (each, a "Representative") appointed by the Member; provided that each such Representative must also be an officer, director, employee or partner of the Member or a parent entity (direct or indirect) of such Member. On all matters submitted to the Board of Representatives, each Representative shall be entitled to cast one vote. The Member may remove, with or without cause, and replace any Representative. Each Representative shall act for the Member, as directed by the Member, for purposes of casting the votes of the Member, acting by consent, taking any other actions pursuant to this Agreement and making any election or decision to be made by the Member pursuant to this Agreement. The Member, by execution of this Agreement, agrees and consents to the actions and decisions of each such Representative within the scope of such Representative's authority as provided herein as if such actions or decisions had been taken or made by the Member.

The Member, acting through the Board of Representatives, shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. Renaissance Media Group is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

7. Capital Contribution. The Member has contributed, or will contribute concurrently with the execution of this Agreement, the following amount in cash to the Company:

Renaissance Media Group LLC	$	1,000
Total:	$	1,000

8. Additional Contributions. The Member may, but is not required to, make any additional capital contribution to the Company.

9. Renaissance Media Holdings LLC. Upon execution of this Agreement or a counterpart of this Agreement, the Initial Member shall withdraw from the Company. Upon such withdrawal, the Member of the Company is authorized to, and shall continue, the business of the Company without dissolution. The parties hereto acknowledge that the Initial Member's obligations will be fully discharged upon its withdrawal from the Company.

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

11. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

12. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the 20th day of March, 1998.

RENAISSANCE MEDIA GROUP LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: Chief Executive Officer

ACKNOWLEDGMENT:

Effective upon the execution hereof by the party hereto, Renaissance Media Holdings LLC hereby withdraws from the Company.

RENAISSANCE MEDIA HOLDINGS LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: Chief Executive Officer

EXHIBIT 3.5

CERTIFICATE OF FORMATION

OF

RENAISSANCE MEDIA (TENNESSEE) LLC

This Certificate of Formation of Renaissance Media (Tennessee) LLC (the "Company"), dated January 6, 1998, is being duly executed and filed by Renaissance Media Holdings LLC, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. (S)18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Renaissance Media (Tennessee) LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

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

RENAISSANCE MEDIA HOLDINGS LLC

By: /s/ Mark W. Halpin

Name: Mark W. Halpin
Title: Executive Vice President and
Chief Financial Officer

EXHIBIT 3.7

CERTIFICATE OF FORMATION

OF

RENAISSANCE MEDIA GROUP LLC

This Certificate of Formation of Renaissance Media Group LLC (the "Company"), dated March 11, 1998, is being duly executed and filed by Renaissance Media Holdings LLC, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. (S)18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Renaissance Media Group LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805.

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

RENAISSANCE MEDIA HOLDINGS LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: Chief Executive Officer

EXHIBIT 3.8

LIMITED LIABILITY COMPANY AGREEMENT

OF

RENAISSANCE MEDIA GROUP LLC

This Limited Liability Company Agreement of Renaissance Media Group LLC, is entered into by Renaissance Media Holdings LLC ("Holdings"), as the sole member (the "Member").

The Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. (S) 18-101, et seq.) (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is "Renaissance Media Group LLC" (the "Company").

2. Purpose. 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 and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Street, Wilmington, New Castle County, Delaware 19805.

4. 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 is Corporation Service Company, 1013 Centre Street, Wilmington, New Castle County, Delaware 19805.

5. Member. The name and the business, residence or mailing address of the Member are as follows:

Name	Address
Renaissance Media Holdings LLC	One Cablevision Center Suite 100 Ferndale, NY 12734

6. Powers. The business and affairs of the Company shall be managed by or under the direction of the Member, acting through a board of representatives (the "Board of Representatives"). The Board of Representatives shall consist of at least one representative (each, a "Representative") appointed by the Member; provided that each such Representative must also be an officer, director, employee or partner of the Member or a parent entity (direct or indirect) of such Member. On all matters submitted to the Board of Representatives, each Representative shall be entitled to cast one vote. The Member may remove, with or without cause, and replace any Representative. Each Representative shall act for the Member, as directed by the Member, for purposes of casting the votes of the Member, acting by consent, taking any other actions pursuant to this Agreement and making any election or decision to be made by the Member pursuant to this Agreement. The Member, by execution of this Agreement, agrees and consents to the actions and decisions of each such Representative within the scope of such Representative's authority as provided herein as if such actions or decisions had been taken or made by the Member.

The Member, acting through the Board of Representatives, shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. Holdings is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

7. Capital Contribution. The Member has contributed, or will contribute, the following amount in cash to the Company:

Renaissance Media Holdings LLC	$ 1,000
Total:	$ 1,000

8. Additional Contributions. The Member may, but is not required to, make any additional capital contribution to the Company.

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

10. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

11. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the 20th day of March, 1998.

RENAISSANCE MEDIA HOLDINGS LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: Chief Executive Officer

EXHIBIT 4.1

RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION,
Issuers,

RENAISSANCE MEDIA GROUP LLC,
Guarantor,

and

UNITED STATES TRUST COMPANY OF NEW YORK,
Trustee

Indenture

Dated as of April 9, 1998

10% Senior Discount Notes due 2008

CROSS-REFERENCE TABLE

TIA Sections	Indenture Sections
(S)310(a)(1)	7.10
(a)(2)	7.10
(b)	7.03; 7.08
(S)311(a)	7.03
(b)	7.03
(S)312(a)	2.04
(b)	10.02
(c)	10.02
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(c)	7.05; 7.06; 10.02
(d)	7.06
(S)314(a)	7.05; 10.02
(a)(4)	4.17; 10.02
(c)(1)	10.03
(c)(2)	10.03
(e)	4.17; 10.04
(S)315(a)	7.02
(b)	7.05; 10.02
(c)	7.02
(d)	7.02
(e)	6.11
(S)316(a)(1)(A)	6.05
(a)(1)(B)	6.04
(b)	6.07
(c)	9.03
(S)317(a)(1)	6.08
(a)(2)	6.09
(b)	2.05
(S)318(a)	10.01
(c)	10.01

Note: The Cross-Reference Table shall not for any purpose be deemed to be a part of the Indenture.

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Note: The Table of Contents shall not for any purposes be deemed to be a part of the Indenture.

INDENTURE, dated as of April 9, 1998, between RENAISSANCE MEDIA (LOUISIANA) LLC, a Delaware limited liability company ("Renaissance Louisiana"), RENAISSANCE MEDIA (TENNESSEE) LLC, a Delaware limited liability company ("Renaissance Tennessee"), RENAISSANCE MEDIA CAPITAL CORPORATION, a Delaware corporation, as issuers ("Renaissance Capital" and together with Renaissance Louisiana and Renaissance Tennessee, the "Obligors"), RENAISSANCE MEDIA GROUP LLC, a Delaware limited liability company, as guarantor (the "Company"), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York banking corporation, as trustee (the "Trustee").

RECITALS OF THE OBLIGORS

The Obligors have duly authorized the execution and delivery of this Indenture to provide for the issuance initially of up to $163,175,000.00 million aggregate principal amount at maturity of the Obligors' 10% Senior Discount Notes due 2008 (the "Notes") issuable as provided in this Indenture. All things necessary to make this Indenture a valid agreement of the Obligors and the Company, in accordance with its terms, have been done, and the Obligors and the Company have done all things necessary to make the Notes, when executed by the Obligors and authenticated and delivered by the Trustee hereunder and duly issued by the Obligors, valid obligations of the Obligors as hereinafter provided.

This Indenture is subject to, and shall be governed by, the provisions of the Trust Indenture Act of 1939, as amended, that are required to be a part of and to govern indentures qualified under the Trust Indenture Act of 1939, as amended.

AND THIS INDENTURE FURTHER WITNESSETH

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

ARTICLE ONE
DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. Definitions.

"Accreted Value" is defined to mean, for any Specified Date, the amount calculated pursuant to (i), (ii), (iii) or (iv) below for each $1,000 of principal amount at maturity of the Notes:

(i) if the Specified Date occurs on one or more of the following dates (each a "Semi-Annual Accrual Date"), the Accreted Value will equal the amount set forth below for such Semi-Annual Accrual Date:

Semi-Annual Accrual Date	Accreted Value
October 15, 1998	$ 644.60
April 15, 1999	676.83
October 15, 1999	710.68
April 15, 2000	746.21
October 15, 2000	783.52
April 15, 2001	822.70
October 15, 2001	863.83
April 15, 2002	907.02
October 15, 2002	952.38
April 15, 2003	$1,000.00

(ii) if the Specified Date occurs before the first Semi-Annual Accrual Date, the Accreted Value will equal the sum of (a) $612.91 and (b) an amount equal to the product of (1) the Accreted Value for the first Semi-Annual Accrual Date less $612.91 multiplied by (2) a fraction, the numerator of which is the number of days from the Closing Date to the Specified Date, using a 360-day year of twelve 30-day months, and the denominator of which is the number of days elapsed from the Closing Date to the first Semi-Annual Accrual Date, using a 360-day year of twelve 30-day months;

(iii) if the Specified Date occurs between two Semi-Annual Accrual Dates, the Accreted Value will equal the sum of (a) the Accreted Value for the Semi-Annual Accrual Date immediately preceding such Specified Date and (b) an amount equal to the product of (1) the Accreted Value for the immediately following Semi-Annual Accrual Date less the Accreted Value for the immediately preceding Semi-Annual Accrual Date multiplied by (2) a fraction, the numerator of which is the number of days from the immediately preceding Semi-Annual Accrual Date to the Specified Date, using a 360-day year of twelve 30-day months, and the denominator of which is 180; or

(iv) if the Specified Date occurs after the last Semi-Annual Accrual Date, the Accreted Value will equal $1,000.

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

becoming a Restricted Subsidiary; provided that Indebtedness of such Person which is redeemed, defeased, retired or otherwise repaid at the time of or immediately upon consummation of the transactions by which such Person becomes a Restricted Subsidiary or such Asset Acquisition shall not be Acquired Indebtedness.

"Adjusted Consolidated Net Income" means, for any period, the aggregate net income (or loss) of the Company and its Restricted Subsidiaries for such period determined in conformity with GAAP; provided that the following items shall be excluded in computing Adjusted Consolidated Net Income (without duplication): (i) the net income (or loss) of any Person that is not a Restricted Subsidiary, except (x) with respect to net income, to the extent of the amount of dividends or other distributions actually paid to the Company or any of its Restricted Subsidiaries by such Person during such period and (y) with respect to net losses, to the extent of the amount of Investments made by the Company or any Restricted Subsidiary in such Person during such period; (ii) solely for the purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (C) of the first paragraph of Section 4.04 (and in such case, except to the extent includable pursuant to clause (i) above), the net income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Company or any of its Restricted Subsidiaries or all or substantially all of the property and assets of such Person are acquired by the Company or any of its Restricted Subsidiaries; (iii) any gains or losses (on an after-tax basis) attributable to Asset Sales; (iv) except for purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (C) of the first paragraph of Section 4.04, any amount paid or accrued as dividends on Preferred Stock of the Company or any Restricted Subsidiary owned by Persons other than the Company and any of its Restricted Subsidiaries; and (v) all extraordinary gains and extraordinary losses.

"Adjusted Consolidated Net Tangible Assets" means the total amount of assets of the Company and its Restricted Subsidiaries (less applicable depreciation, amortization and other valuation reserves), except to the extent resulting from write-ups of capital assets (excluding write-ups in connection with accounting for acquisitions in conformity with GAAP), after deducting therefrom (i) all current liabilities of the Company and its Restricted Subsidiaries (excluding intercompany items) and (ii) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, all as set forth on the most recent quarterly or annual consolidated balance sheet of the Company and its Restricted Subsidiaries, prepared in conformity with GAAP and filed with the Commission or provided to the Trustee pursuant to Section 4.18.

"Affiliate" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the

management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agent" means any Registrar, Co-Registrar, Paying Agent or authenticating agent.

"Agent Members" has the meaning provided in Section 2.07(a).

"Asset Acquisition" means (i) an investment by the Company or any of its Restricted Subsidiaries in any other Person pursuant to which such Person shall become a Restricted Subsidiary or shall be merged into or consolidated with the Company or any of its Restricted Subsidiaries; provided that such Person's primary business is related, ancillary or complementary to the businesses of the Company and its Restricted Subsidiaries on the date of such investment or (ii) an acquisition by the Company or any of its Restricted Subsidiaries of the property and assets of any Person other than the Company or any of its Restricted Subsidiaries that constitute substantially all of a division or line of business of such Person; provided that the property and assets acquired are related, ancillary or complementary to the businesses of the Company and its Restricted Subsidiaries on the date of such acquisition.

"Asset Disposition" means the sale or other disposition by the Company or any of its Restricted Subsidiaries (other than to the Company or another Restricted Subsidiary) of (i) all or substantially all of the Capital Stock of any Restricted Subsidiary or (ii) all or substantially all of the assets that constitute a division or line of business of the Company or any of its Restricted Subsidiaries.

"Asset Sale" means any sale, transfer or other disposition (including by way of merger, consolidation or sale-leaseback transaction) in one transaction or a series of related transactions by the Company or any of its Restricted Subsidiaries to any Person other than the Company or any of its Restricted Subsidiaries of (i) all or any of the Capital Stock of any Restricted Subsidiary, (ii) all or substantially all of the property and assets of an operating unit or business of the Company or any of its Restricted Subsidiaries or (iii) any other property and assets (other than the Capital Stock or other Investment in an Unrestricted Subsidiary) of the Company or any of its Restricted Subsidiaries outside the ordinary course of business of the Company or such Restricted Subsidiary and, in each case, that is not governed by the provisions of Article Five; provided that "Asset Sale" shall not include (a) sales or other dispositions of inventory, receivables and other current assets, (b) sales, transfers or other dispositions of assets constituting a Restricted Payment permitted to be made under Section 4.04, (c) sales, transfers or other dispositions of assets with a fair market value (as certified in an Officers' Certificate) not in excess of $1 million in any transaction or series of transactions or (d) sales or other dispositions of assets for consideration (including exchanges for assets) at least equal to the fair market value of the assets sold or disposed of, to the extent that the consideration received would constitute property or assets of the kind described in clause (B) of Section 4.11 or deposits of proceeds with a "qualified intermediary," "qualified trustee" or similar person for purposes of facilitating a

like-kind exchange under applicable provisions of the Internal Revenue Code of 1986, as amended.

"Average Life" means, at any date of determination with respect to any debt security, the quotient obtained by dividing (i) the sum of the products of (a) the number of years from such date of determination to the dates of each successive scheduled principal payment of such debt security and (b) the amount of such principal payment by (ii) the sum of all such principal payments.

"Board of Directors" means, with respect to any Person, the Board of Directors or Board of Representatives of such Person or any committee of such Board of Directors or Board of Representatives duly authorized to act with respect to this Indenture.

"Board Resolution" means, with respect to any Person, a copy of a resolution certified by the Secretary or Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in The City of New York, or in the city of the Corporate Trust Office of the Trustee, are authorized by law to close.

"Capitalized Lease" means, as applied to any Person, any lease of any property (whether real, personal or mixed) of which the discounted present value of the rental obligations of such Person as lessee, in conformity with GAAP, is required to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means the discounted present value of the rental obligations under a Capitalized Lease.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in equity of such Person, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all Common Stock and Preferred Stock.

"Change of Control" means such time as (i) (a) prior to the occurrence of a Public Market, a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of Voting Stock representing a greater percentage of the total voting power of the Voting Stock of (x) Holdings, on a fully diluted basis, than is beneficially owned by the Morgan Stanley Entities and Time Warner and their Affiliates on such date or (y) the Company, on a fully diluted basis, than is held by the Existing Stockholders on such date and (b) after the occurrence of a Public Market, a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the

Exchange Act) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 35% of the total voting power of the Voting Stock of the Company on a fully diluted basis and such ownership represents a greater percentage of the total voting power of the Voting Stock of the Company, on a fully diluted basis, than is held by the Existing Stockholders on such date; or (ii) individuals who on the Closing Date constitute the Board of Directors of Holdings or the Company (together with any new directors (x) whose election by such Board of Directors or whose nomination by such Board of Directors for election by Holdings' or the Company's equityholders was approved by a vote of at least two-thirds of the members of such Board of Directors then in office who either were members of such Board of Directors on the Closing Date or whose election or nomination for election was previously so approved or (y) so long as no person beneficially owns a greater proportion of the total voting power of the Voting Stock of Holdings than is beneficially owned by the Morgan Stanley Entities and Time Warner and their Affiliates, whose election was approved by Holdings with respect to the Company) cease for any reason to constitute a majority of the members of the Board of Directors then in office.

"Closing Date" means the date on which the Notes are originally issued under this Indenture.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act or, if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the TIA, then the body performing such duties at such time.

"Common Stock" means, with respect to any Person, such Person's equity, other than Preferred Stock of such Person, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all series and classes of such common stock, including any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) thereof.

"Company" means the party named as such in the first paragraph of this Indenture until a successor replaces it pursuant to Article Five of this Indenture and thereafter means the successor.

"Consolidated EBITDA" means, for any period, Adjusted Consolidated Net Income for such period (x) plus, to the extent such amount was deducted in calculating such Adjusted Consolidated Net Income, (i) Consolidated Interest Expense, (ii) income taxes (other than income taxes (either positive or negative) attributable to extraordinary and non-recurring gains or losses or sales of assets), (iii) depreciation expense, (iv) amortization expense and (v) all other non-cash items reducing Adjusted Consolidated Net Income (other than items that will require cash payments and for which an accrual or reserve is, or is required by GAAP to be, made), less all non-cash items increasing Adjusted Consolidated Net Income, all as determined on a consolidated

basis for the Company and its Restricted Subsidiaries in conformity with GAAP, and (y) solely for purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (C) of the first paragraph of Section 4.04, less (to the extent not otherwise reduced in accordance with GAAP) the aggregate amount of deposits made by the Company and its Restricted Subsidiaries after the Closing Date in connection with proposed Asset Acquisitions that are forfeited by the Company or any of its Restricted Subsidiaries; provided that, if any Restricted Subsidiary is not a Wholly Owned Restricted Subsidiary, Consolidated EBITDA shall be reduced (to the extent not otherwise reduced in accordance with GAAP) by an amount equal to (A) the amount of the Adjusted Consolidated Net Income attributable to such Restricted Subsidiary multiplied by (B) the percentage ownership interest in the income of such Restricted Subsidiary not owned on the last day of such period by the Company or any of its Restricted Subsidiaries.

"Consolidated Interest Expense" means, for any period, the aggregate amount of interest in respect of Indebtedness (including, without limitation, amortization of original issue discount on any Indebtedness and the interest portion of any deferred payment obligation, calculated in accordance with the effective interest method of accounting; all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing; the net costs associated with Interest Rate Agreements; and Indebtedness that is Guaranteed or secured by the Company or any of its Restricted Subsidiaries) and all but the principal component of rentals in respect of Capitalized Lease Obligations paid, accrued or scheduled to be paid or to be accrued by the Company and its Restricted Subsidiaries during such period; excluding, however, any premiums, fees and expenses (and any amortization thereof) payable in connection with the Transactions, all as determined on a consolidated basis (without taking into account Unrestricted Subsidiaries) in conformity with GAAP.

"Consolidated Leverage Ratio" means, on any Transaction Date, the ratio of (i) the aggregate amount of Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis outstanding on such Transaction Date to (ii) four times the aggregate amount of Consolidated EBITDA for the then most recent fiscal quarter for which financial statements of the Company have been filed with the Commission or provided to the Trustee pursuant to Section 4.18 (such fiscal quarter being the "Quarter"); provided that, in making the foregoing calculation, (A) pro forma effect shall be given to any Indebtedness to be Incurred or repaid on the Transaction Date; (B) pro forma effect shall be given to Asset Dispositions and Asset Acquisitions (including giving pro forma effect to the application of proceeds of any Asset Disposition) that occur from the beginning of the Quarter through the Transaction Date (the "Reference Period"), as if they had occurred and such proceeds had been applied on the first day of such Reference Period and, in the case of any Asset Acquisition, giving pro forma effect to any cost reductions the Company anticipates if the Company delivers to the Trustee an officer's certificate executed by the Chief Financial Officer of the Company certifying to and describing and quantifying with reasonable specificity the cost reductions expected to be attained within the first year after such Asset Acquisition; and (C) pro forma effect shall be given to asset dispositions and asset acquisitions (including giving pro forma effect to the application of proceeds of any asset

disposition) that have been made by any Person that has become a Restricted Subsidiary or has been merged with or into the Company or any Restricted Subsidiary during such Reference Period and that would have constituted Asset Dispositions or Asset Acquisitions had such transactions occurred when such Person was a Restricted Subsidiary as if such asset dispositions or asset acquisitions were Asset Dispositions or Asset Acquisitions that occurred on the first day of such Reference Period; provided that to the extent that clause (B) or (C) of this sentence requires that pro forma effect be given to an Asset Acquisition or Asset Disposition, such pro forma calculation shall be based upon the fiscal quarter immediately preceding the Transaction Date of the Person, or division or line of business of the Person, that is acquired or disposed of for which financial information is available.

"Consolidated Net Worth" means, at any date of determination, shareholders' equity as set forth on the most recently available quarterly or annual consolidated balance sheet of the Company and its Restricted Subsidiaries (which shall be as of a date not more than 90 days prior to the date of such computation, and which shall not take into account Unrestricted Subsidiaries), less any amounts attributable to Disqualified Stock or any equity security convertible into or exchangeable for Indebtedness, the cost of treasury stock and the principal amount of any promissory notes receivable from the sale of the Capital Stock of the Company or any of its Restricted Subsidiaries, each item to be determined in conformity with GAAP (excluding the effects of foreign currency exchange adjustments under Financial Accounting Standards Board Statement of Financial Accounting Standards No. 52).

"Corporate Trust Office" means the office of the Trustee at which the corporate trust business of the Trustee shall, at any particular time, be principally administered, which office is, at the date of this Indenture, located at 114 West 47/th/ Street, New York, New York 10036-1532; Attention: Corporate Trust Division: 25/th/ Floor.

"Credit Agreement" means the credit agreement between Renaissance Media LLC, the lenders party thereto, Morgan Stanley Senior Funding, Inc., as syndication agent, CIBC Oppenheimer, as documentation agent, and Bankers Trust Company, as administrative agent, together with any agreements, instruments and documents executed or delivered pursuant to or in connection with such credit agreement, as such credit agreement or such agreements, instruments or documents may be amended, supplemented, extended, restated, renewed or otherwise modified from time to time and any refinancing, replacement or substitution thereof or therefor, or of or for any previous refinancing, replacement or substitution.

"Currency Agreement" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement.

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

"Depositary" means The Depository Trust Company, its nominees, and their respective successors.

"Disqualified Stock" means any class or series of Capital Stock of any Person that by its terms or otherwise is (i) required to be redeemed prior to the Stated Maturity of the Notes, (ii) redeemable at the option of the holder of such class or series of Capital Stock at any time prior to the Stated Maturity of the Notes or (iii) convertible into or exchangeable for Capital Stock referred to in clause (i) or (ii) above or Indebtedness having a scheduled maturity prior to the Stated Maturity of the Notes; provided that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the Stated Maturity of the Notes shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than the provisions contained in Sections 4.11 and 4.12 and such Capital Stock specifically provides that such Person will not repurchase or redeem any such stock pursuant to such provision prior to the Obligors' repurchase of such Notes as are required to be repurchased pursuant to Sections 4.11 and 4.12.

"Event of Default" has the meaning provided in Section 6.01.

"Excess Proceeds" has the meaning provided in Section 4.11.

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

"Exchange Notes" means any securities of the Obligors containing terms identical to the Notes (except that such Exchange Notes shall be registered under the Securities Act) that are issued and exchanged for the Notes pursuant to the Registration Rights Agreement and this Indenture.

"Existing Stockholders" means (i) the Morgan Stanley Entities and Time Warner and their respective Affiliates and (ii) Holdings, so long as the Morgan Stanley Entities and Time Warner, and their respective Affiliates, in the aggregate, beneficially own a majority of the Voting Stock of Holdings.

"fair market value" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the Board of Directors, whose determination shall be conclusive if evidenced by a Board Resolution; provided that for purposes of clause (viii) of the second paragraph of Section 4.03, (x) the fair market value of any security registered under the Exchange Act shall be the average of the closing prices, regular way, of such security for the 20 consecutive trading days immediately preceding the sale of Capital Stock and (y) in the event the aggregate fair market value of any other property (other than cash or cash

equivalents) received by the Company or an Obligor exceeds $10 million, the fair market value of such property shall be determined by a nationally recognized investment banking firm and set forth in the written opinion which shall be delivered to the Trustee.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Closing Date, including, without limitation, those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. All ratios and computations contained or referred to in this Indenture shall be computed in conformity with GAAP applied on a consistent basis, except that calculations made for purposes of determining compliance with the terms of the covenants and with other provisions of this Indenture shall be made without giving effect to (i) the amortization of any expenses incurred in connection with the Transactions and (ii) except as otherwise provided, the amortization of any amounts required or permitted by Accounting Principles Board Opinion Nos. 16 and 17.

"Global Notes" has the meaning provided in Section 2.01.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services (unless such purchase arrangements are on arm's-length terms and are entered into in the ordinary course of business), to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Guaranteed Indebtedness" has the meaning provided in Section 4.07.

"Guaranty" means the full and unconditional Guarantee of the Notes by the Company, as set forth in Article Ten.

"Holder" or "Noteholder" means the registered holder of any Note.

"Holdings" means Renaissance Media Holdings LLC, a Delaware limited liability company.

"Incur" means, with respect to any Indebtedness, to incur, create, issue, assume, Guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness, including an "Incurrence" of Indebtedness by reason of a Person becoming a Restricted Subsidiary; provided that neither the accrual of interest nor the accretion of original issue discount shall be considered an Incurrence of Indebtedness.

"Indebtedness" means, with respect to any Person at any date of determination (without duplication), (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto, but excluding obligations with respect to letters of credit (including trade letters of credit) securing obligations (other than obligations described in (i) or (ii) above or (v), (vi) or (vii) below) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the third Business Day following receipt by such Person of a demand for reimbursement), (iv) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, which purchase price is due more than six months after the date of placing such property in service or taking delivery and title thereto or the completion of such services, except Trade Payables, (v) all Capitalized Lease Obligations, (vi) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided that the amount of such Indebtedness shall be the lesser of (A) the fair market value of such asset at such date of determination and (B) the amount of such Indebtedness, (vii) all Indebtedness of other Persons Guaranteed by such Person to the extent such Indebtedness is Guaranteed by such Person and (viii) to the extent not otherwise included in this definition, obligations under Currency Agreements and Interest Rate Agreements. The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation, provided (A) that the amount outstanding at any time of any Indebtedness issued with original issue discount is the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness at such time as determined in conformity with GAAP, (B) that money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to prefund the payment of the interest on such Indebtedness shall not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest and (C) that Indebtedness shall not include any liability for federal, state, local or other taxes.

"Indenture" means this Indenture as originally executed or as it may be amended or supplemented from time to time by one or more indentures supplemental to this Indenture entered into pursuant to the applicable provisions of this Indenture.

"Institutional Accredited Investor" means an institution that is an "accredited investor" as that term is defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act.

"Interest Payment Date" means each semiannual interest payment date on April 15 and October 15 of each year, commencing October 15, 2003.

"Interest Rate Agreement" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement.

"Investment" in any Person means any direct or indirect advance, loan or other extension of credit (including, without limitation, by way of Guarantee or similar arrangement; but excluding (x) advances to customers or suppliers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable, prepaid expenses or deposits on the balance sheet of the Company or its Restricted Subsidiaries and (y) deposits in connection with any proposed Asset Acquisition not to exceed 10% of the estimated purchase price for such Asset Acquisition) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, bonds, notes, debentures or other similar instruments issued by, such Person and shall include (i) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary and (ii) the fair market value of the Capital Stock (or any other Investment), held by the Company or any of its Restricted Subsidiaries, of (or in) any Person that has ceased to be a Restricted Subsidiary, including without limitation, by reason of any transaction permitted by clause (iii) of Section 4.06; provided that the fair market value of the Investment remaining in any Person that has ceased to be a Restricted Subsidiary shall not exceed the aggregate amount of Investments previously made in such Person valued at the time such Investments were made less the net reduction of such Investments. For purposes of the definition of "Unrestricted Subsidiary" and Section 4.04, (i) "Investment" shall include the fair market value of the assets (net of liabilities (other than liabilities to the Company or any of its Restricted Subsidiaries)) of any Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary, (ii) the fair market value of the assets (net of liabilities (other than liabilities to the Company or any of its Restricted Subsidiaries)) of any Unrestricted Subsidiary at the time that such Unrestricted Subsidiary is designated a Restricted Subsidiary shall be considered a reduction in outstanding Investments and (iii) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to give any security interest).

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Morgan Stanley Entities" means Morgan Stanley Capital Partners III, L.P., Morgan Stanley Capital Investors, L.P. and MSCP III 892 Investors, L.P.

"Net Cash Proceeds" means, (a) with respect to any Asset Sale, the proceeds of such Asset Sale in the form of cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or cash equivalents (except to the extent such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary) and proceeds from the conversion of other property received when converted to cash or cash equivalents, net of (i) brokerage commissions and other fees and expenses (including fees and expenses of counsel and investment bankers) related to such Asset Sale, (ii) provisions for all taxes (whether or not such taxes will actually be paid or are payable), including, without limitation, distributions by the Company or a Restricted Subsidiary pursuant to clause (ix) of the second paragraph of Section 4.04, as a result of such Asset Sale without regard to the consolidated results of operations of the Company and its Restricted Subsidiaries, taken as a whole, (iii) payments made to repay Indebtedness or any other obligation outstanding at the time of such Asset Sale that either (A) is secured by a Lien on the property or assets sold or (B) is required to be paid as a result of such sale and (iv) appropriate amounts to be provided by the Company or any Restricted Subsidiary as a reserve against any liabilities associated with such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, all as determined in conformity with GAAP and (b) with respect to any issuance or sale of Capital Stock, the proceeds of such issuance or sale in the form of cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or cash equivalents (except to the extent such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary) and proceeds from the conversion of other property received when converted to cash or cash equivalents, net of attorney's fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Non-U.S. Person" means a person who is not a U.S. person, as defined in Regulation S.

"Notes" means any of the Notes, as defined in the first paragraph of the recitals hereof, that are authenticated and delivered under this Indenture. For all purposes of this Indenture, the term "Notes" shall include the Notes initially issued on the Closing Date, any Exchange Notes to be issued and exchanged for any Notes pursuant to the Registration Rights Agreement and this Indenture and any other Notes issued after the Closing Date under this Indenture. For purposes of this Indenture, all Notes shall vote together as one series of Notes under this Indenture.

"Obligor Order" means a written request or order signed in the name of each Obligor (i) by its Chairman, a Vice Chairman, its President, a Vice President or the Chief Financial Officer and (ii) by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary and delivered to the Trustee; provided, however, that such written request or order may be signed by any two of the officers listed in clause (i) above in lieu of being signed by one of such officers listed in such clause (i) and one of the officers listed in clause (ii) above.

"Obligors" means each of the parties named as such in the first paragraph of this Indenture until a successor replaces it pursuant to Article Five of this Indenture and thereafter means the successor.

"Offer to Purchase" means an offer to purchase Notes by the Obligors from the Holders commenced by mailing a notice to the Trustee and each Holder stating: (i) the covenant pursuant to which the offer is being made and that all Notes validly tendered will be accepted for payment on a pro rata basis; (ii) the purchase price and the date of purchase (which shall be a Business Day no earlier than 30 days nor later than 60 days from the date such notice is mailed) (the "Payment Date"); (iii) that any Note not tendered will continue to accrue interest pursuant to its terms; (iv) that, unless the Obligors default in the payment of the purchase price, any Note accepted for payment pursuant to the Offer to Purchase shall cease to accrue interest on and after the Payment Date; (v) that Holders electing to have a Note purchased pursuant to the Offer to Purchase will be required to surrender the Note, together with the form entitled "Option of the Holder to Elect Purchase" on the reverse side of the Note completed, to the Paying Agent at the address specified in the notice prior to the close of business on the Business Day immediately preceding the Payment Date; (vi) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the third Business Day immediately preceding the Payment Date, a telegram, facsimile transmission or letter setting forth the name of such Holder, the principal amount at maturity of Notes delivered for purchase and a statement that such Holder is withdrawing his election to have such Notes purchased; and (vii) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered; provided that each Note purchased and each new Note issued shall be in a principal amount at maturity of $1,000 or integral multiples thereof. On the Payment Date, the Obligors shall (i) accept for payment on a pro rata basis Notes or portions thereof tendered pursuant to an Offer to Purchase; (ii) deposit with the Paying Agent money sufficient to pay the purchase price of all Notes or portions thereof so accepted; and (iii) deliver, or cause to be delivered, to the Trustee all Notes or portions thereof so accepted together with an Officers' Certificate specifying the Notes or portions thereof accepted for payment by the Obligors. The Paying Agent shall promptly mail to the Holders of Notes so accepted payment in an amount equal to the purchase price, and the Trustee shall promptly authenticate and mail to such Holders a new Note equal in principal amount at maturity to any unpurchased portion of the Note surrendered; provided that each Note purchased and each new Note issued shall be in a principal amount at maturity of $1,000 or integral multiples thereof. The Obligors shall publicly announce the results of an Offer to Purchase as soon as practicable after the Payment Date. The

Trustee shall act as the Paying Agent for an Offer to Purchase. The Obligors shall comply with Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable, in the event that the Obligors are required to repurchase Notes pursuant to an Offer to Purchase.

"Officer" means, with respect to any Person, (i) the Chairman of the Board, the Vice Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, and (ii) the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary, in each case of and duly authorized by such Person.

"Officers' Certificate" means a certificate signed by one Officer listed in clause (i) of the definition thereof and one Officer listed in clause (ii) of the definition thereof or two officers listed in clause (i) of the definition thereof. Each Officers' Certificate (other than certificates provided pursuant to TIA Section 314(a)(4)) shall include the statements provided for in TIA Section 314(e).

"Offshore Global Notes" has the meaning provided in Section 2.01.

"Offshore Physical Notes" has the meaning provided in Section 2.01.

"Opinion of Counsel" means a written opinion signed by legal counsel, who may be an employee of or counsel to the Obligors or the Company, as the case may be. Each such Opinion of Counsel shall include the statements provided for in TIA Section 314(e).

"Paying Agent" has the meaning provided in Section 2.04, except that, for the purposes of Article Eight, the Paying Agent shall not be the Company or a Subsidiary of the Company or an Affiliate of any of them. The term "Paying Agent" includes any additional Paying Agent.

"Payment Date" has the meaning specified in the definition of "Offer to Purchase."

"Permanent Offshore Global Notes" has the meaning provided in Section 2.01.

"Permitted Investment" means (i) an Investment in the Company or a Restricted Subsidiary or a Person which will, upon the making of such Investment, become a Restricted Subsidiary or be merged or consolidated with or into or transfer or convey all or substantially all its assets to, the Company or a Restricted Subsidiary; provided that such person's primary business is related, ancillary or complementary to the businesses of the Company and its Restricted Subsidiaries on the date of such Investment; (ii) Temporary Cash Investments; (iii) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses in accordance with GAAP; (iv) stock, obligations or securities received in satisfaction of judgments; (v) loans or advances to employees of the Company or any Restricted Subsidiary evidenced by unsubordinated promissory notes that do not in the aggregate exceed at any one time

outstanding $1 million; (vi) Investments in any Person the primary business of which is related, ancillary or complementary to the business of the Company and its Restricted Subsidiaries on the date of such Investments; provided the aggregate amount of Investments made pursuant to this clause (vi) does not exceed $2 million plus the net reductions in Investments made pursuant to this clause (vi) resulting from distributions on or repayments of such Investments or the Net Cash Proceeds from the sale of any such Investments, provided that the net reduction in any Investment shall not exceed the amount of such Investment; (vii) deposits of proceeds with a "qualified intermediary," "qualified trustee" or similar person for purposes of facilitating a like-kind exchange under applicable provisions of the Internal Revenue Code of 1986, as amended; or (viii) Interest Rate Agreements and Currency Agreements designed solely to protect the Company or its Restricted Subsidiaries against fluctuations in interest rates or foreign currency exchange rates.

"Permitted Liens" means (i) Liens for taxes, assessments, governmental charges or claims that are not yet delinquent or are being contested in good faith by appropriate legal proceedings promptly instituted and diligently conducted and for which a reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made; (ii) statutory and common law Liens of landlords and carriers, warehousemen, mechanics, suppliers, materialmen, repairmen or other similar Liens arising in the ordinary course of business and with respect to amounts not yet delinquent or being contested in good faith by appropriate legal proceedings promptly instituted and diligently conducted and for which a reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made; (iii) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security; (iv) Liens incurred or deposits made to secure the performance of tenders, bids, leases, statutory or regulatory obligations (including obligations under franchise agreements), bankers' acceptances, surety and appeal bonds, government contracts, performance and return-of-money bonds and other obligations of a similar nature incurred in the ordinary course of business (exclusive of obligations for the payment of borrowed money); (v) easements, rights-of-way, municipal and zoning ordinances and similar charges, encumbrances, title defects or other irregularities that do not materially interfere with the ordinary course of business of the Company or any of its Restricted Subsidiaries; (vi) Liens upon real or personal property acquired after the Closing Date; provided that (a) such Lien is created solely for the purpose of securing Indebtedness Incurred, in accordance with Section 4.03, to finance the cost (including the cost of design, development, acquisition, installation, integration, improvement or construction) of the item of property or assets subject thereto and such Lien is created prior to, at the time of or within six months after the later of the acquisition, the completion of construction or the commencement of full operation of such property (b) the principal amount of the Indebtedness secured by such Lien does not exceed 100% of such cost and (c) any such Lien shall not extend to or cover any property or assets other than such item of property or assets and any improvements on such item; (vii) leases or subleases granted to others that do not materially interfere with the ordinary course of business of the Company and its Restricted Subsidiaries, taken as a whole; (viii) Liens encumbering property or assets under construction arising from progress or partial payments by a customer of

the Company or its Restricted Subsidiaries relating to such property or assets; (ix) any interest or title of a lessor in the property subject to any Capitalized Lease or operating lease; (x) Liens arising from filing Uniform Commercial Code financing statements regarding leases; (xi) Liens on property of, or on shares of Capital Stock or Indebtedness of, any Person existing at the time such Person becomes, or becomes a part of, any Restricted Subsidiary; provided that such Liens do not extend to or cover any property or assets of the Company or any Restricted Subsidiary other than the property or assets acquired; (xii) Liens in favor of the Company or any Restricted Subsidiary; (xiii) Liens arising from the rendering of a final judgment or order against the Company or any Restricted Subsidiary that does not give rise to an Event of Default; (xiv) Liens securing reimbursement obligations with respect to letters of credit that encumber documents and other property relating to such letters of credit and the products and proceeds thereof; (xv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (xvi) Liens encumbering customary initial deposits and margin deposits, and other Liens that are within the general parameters customary in the industry and incurred in the ordinary course of business, in each case, securing Indebtedness under Interest Rate Agreements and Currency Agreements and forward contracts, options, future contracts, futures options or similar agreements or arrangements designed solely to protect the Company or any of its Restricted Subsidiaries from fluctuations in interest rates, currencies or the price of commodities; (xvii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business in accordance with industry practice; (xviii) Liens resulting from deposits made in connection with any proposed Asset Acquisition provided that such deposit does not exceed 10% of the estimated purchase price for such Asset Acquisition; (xix) Liens upon real or personal property acquired after the Closing Date that secure Indebtedness under clause (vi) above to secure any other Indebtedness secured under clause (vi) above; provided that the aggregate principal amount of Indebtedness secured by such Liens does not exceed 100% of the cost of all of the property securing such Indebtedness under clause (vi) above; and (xx) Liens on or sales of receivables, including related intangible assets and proceeds thereof.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Physical Notes" has the meaning provided in Section 2.01.

"Preferred Stock" means, with respect to any Person, such Person's preferred or preference equity, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all series and classes of such preferred or preference stock, including any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) thereof.

"principal" of a debt security, including the Notes, means the principal amount due on the Stated Maturity as shown on such debt security.

"Private Placement Legend" means the legend initially set forth on the Notes in the form set forth in Section 2.02.

"Public Equity Offering" means an underwritten primary public offering of Common Stock of the Company or an Obligor pursuant to an effective registration statement under the Securities Act.

A "Public Market" shall be deemed to exist if (i) a Public Equity Offering has been consummated and (ii) at least 15% of the total issued and outstanding Common Stock of the Company or an Obligor has been distributed by means of an effective registration statement under the Securities Act or sales pursuant to Rule 144 under the Securities Act.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Redemption Date", when used with respect to any Note to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Note to be redeemed, means the price at which such Note is to be redeemed pursuant to this Indenture.

"Registrar" has the meaning provided in Section 2.04.

"Registration" has the meaning provided in Section 4.18.

"Registration Rights Agreement" means the Registration Rights Agreement, dated April 6, 1998, between the Obligors, the Company and Morgan Stanley & Co. Incorporated and certain permitted assigns specified therein.

"Registration Statement" means the Registration Statement as defined and described in the Registration Rights Agreement.

"Regular Record Date" for the interest payable on any Interest Payment Date means the April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

"Regulation S" means Regulation S under the Securities Act.

"Responsible Officer", when used with respect to the Trustee, means the chairman or any vice chairman of the board of directors, the chairman or any vice chairman of the executive

committee of the board of directors, the chairman of the trust committee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, the controller or any assistant controller or any other officer of the Trustee in its corporate trust department customarily performing functions similar to those performed by any of the above-designated officers, in each case assigned to or responsible for this Indenture, and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Restricted Payments" has the meaning provided in Section 4.04.

"Restricted Subsidiary" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"Rule 144A" means Rule 144A under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Register" has the meaning provided in Section 2.04.

"Shelf Registration Statement" means the Shelf Registration Statement as defined in the Registration Rights Agreement.

"Significant Subsidiary" means, at any date of determination, the Obligors and any Restricted Subsidiary that, together with its Subsidiaries, (i) for the most recent fiscal year of the Company, accounted for more than 10% of the consolidated revenues of the Company and its Restricted Subsidiaries or (ii) as of the end of such fiscal year, was the owner of more than 10% of the consolidated assets of the Company and its Restricted Subsidiaries, all as set forth on the most recently available consolidated financial statements of the Company for such fiscal year.

"Specified Date" means any Redemption Date, any Payment Date for an Offer to Purchase or any date on which the Notes first become due and payable after an Event of Default.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, and its successors .

"Stated Maturity" means, (i) with respect to any debt security, the date specified in such debt security as the fixed date on which the final installment of principal of such debt security is due and payable and (ii) with respect to any scheduled installment of principal of or interest on any debt security, the date specified in such debt security as the fixed date on which such installment is due and payable.

"Subsidiary" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the voting power of the outstanding Voting Stock is owned, directly or indirectly, by such Person and one or more other Subsidiaries of such Person.

"Subsidiary Guarantee" has the meaning provided in Section 4.07.

"Tax Amount" means, with respect to any period, without duplication, the increase in the cumulative United States federal, state and local tax liability of holders of equity interests in the Company or a Restricted Subsidiary, as applicable (or if such holder is a pass-through entity for United States income tax purposes, holders of its equity interests) in respect of their interests in the Company or such Restricted Subsidiary for such period plus any additional amounts payable to such holders to cover taxes arising from the ownership of such equity interests, but excluding any increase in tax liability or additional amounts payable in respect of a gain realized by a holder of an equity interest in the Company or a Restricted Subsidiary upon the sale or disposition by such holder of an equity interest, including without limitation, any redemption thereof by the Company, in the Company or a Restricted Subsidiary.

"Temporary Cash Investment" means any of the following: (i) direct obligations of the United States of America or any agency thereof or obligations fully and unconditionally guaranteed by the United States of America or any agency thereof, (ii) time deposit accounts, certificates of deposit and money market deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company which is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America, and which bank or trust company has capital, surplus and undivided profits aggregating in excess of $50 million (or the foreign currency equivalent thereof) and has outstanding debt which is rated "A" (or such similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) or any money-market fund sponsored by a registered broker dealer or mutual fund distributor, (iii) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (i) above entered into with a bank meeting the qualifications described in clause (ii) above, (iv) commercial paper, maturing not more than 90 days after the date of acquisition, issued by a corporation (other than an Affiliate of the Company) organized and in existence under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of "P-1" (or higher) according to Moody's or "A-1" (or higher) according to S&P, and (v) securities with maturities of six months or less from the date of acquisition issued or fully and unconditionally guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least "A" by S&P or Moody's.

"Temporary Offshore Global Notes" has the meaning provided in Section 2.01.

"TIA" or "Trust Indenture Act" means the Trust Indenture Act of 1939, as amended (15 U.S. Code (S)(S) 77aaa-77bbbb), as in effect on the date this Indenture was executed, except as provided in Section 9.06.

"Time Warner" means TWI Cable, Inc. and its cable-related affiliates.

"Trade Payables" means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person or any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services.

"Transaction Date" means, with respect to the Incurrence of any Indebtedness by the Company or any of its Restricted Subsidiaries, the date such Indebtedness is to be Incurred and, with respect to any Restricted Payment, the date such Restricted Payment is to be made.

"Transactions" means, collectively, (i) the acquisition by Renaissance Media LLC of six cable television systems from Time Warner, (ii) the issuance to Time Warner of a $9.5 million equity ownership interest in Holdings, (iii) the equity contribution to Holdings of $95.1 million from the Morgan Stanley Entities and $3.9 million from six former senior managers of Cablevision Industries Corporation, which will be contributed to Renaissance Media LLC and its subsidiaries as equity, (iv) the establishment of the Credit Agreement and (v) the sale of the Notes originally issued hereunder.

"Trustee" means the party named as such in the first paragraph of this Indenture until a successor replaces it in accordance with the provisions of Article Seven of this Indenture and thereafter means such successor.

"United States Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended and as codified in Title 11 of the United States Code, as amended from time to time hereafter, or any successor federal bankruptcy law.

"Unrestricted Subsidiary" means (i) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Company in the manner provided below; and (ii) any Subsidiary of an Unrestricted Subsidiary. The Board of Directors of the Company may designate any Restricted Subsidiary (including any newly acquired or newly formed Subsidiary of the Company), other than the Obligors, to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any Restricted Subsidiary; provided that (A) any Guarantee by the Company or any Restricted Subsidiary of any Indebtedness of the Subsidiary being so designated shall be deemed an "Incurrence" of such Indebtedness and an "Investment" by the Company or such Restricted Subsidiary (or both, if applicable) at the time of such designation; (B) either (I) the Subsidiary to be so designated has total assets of $1,000 or less or

(II) if such Subsidiary has assets greater than $1,000, such designation would be permitted under Section 4.04 and (C) if applicable, the Incurrence of Indebtedness and the Investment referred to in clause (A) of this proviso would be permitted under Sections 4.03 and 4.04. The Board of Directors of the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that (i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such designation and (ii) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately after such designation would, if Incurred at such time, have been permitted to be Incurred (and shall be deemed to have been Incurred) for all purposes of this Indenture. Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"U.S. Global Notes" has the meaning provided in Section 2.01.

"U.S. Government Obligations" means securities that are (i) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case, are not callable or redeemable at the option of the issuer thereof at any time prior to the Stated Maturity of the Notes, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the holder of a depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of interest on or principal of the U.S. Government Obligation evidenced by such depository receipt.

"U.S. Physical Notes" has the meaning provided in Section 2.01.

"Voting Stock" means with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

"Wholly Owned" means, with respect to any Subsidiary of any Person, the ownership of all of the outstanding Capital Stock of such Subsidiary (other than any director's qualifying shares or Investments by foreign nationals mandated by applicable law) by such Person or one or more Wholly Owned Subsidiaries of such Person.

SECTION 1.02. Incorporation by Reference of Trust Indenture Act.
Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Notes;

"indenture security holder" means a Holder or a Noteholder;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the indenture securities means the Obligors, the Company or any other obligor on the Notes.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by a rule of the Commission and not otherwise defined herein have the meanings assigned to them therein.

SECTION 1.03. Rules of Construction. Unless the context otherwise requires:

(i) a term has the meaning assigned to it;

(ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(iii) "or" is not exclusive;

(iv) words in the singular include the plural, and words in the plural include the singular;

(v) provisions apply to successive events and transactions;

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

(vii) all ratios and computations based on GAAP contained in this Indenture shall be computed in accordance with the definition of GAAP set forth in Section 1.01; and

(viii) all references to Sections or Articles refer to Sections or Articles of this Indenture unless otherwise indicated.

ARTICLE TWO
THE NOTES

SECTION 2.01. Form and Dating. The Notes and the Trustee's certificate of authentication shall be substantially in the form annexed hereto as Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange agreements to which the Obligors are subject or usage. The Obligors and the Trustee shall approve the form of the Notes and any notation, legend or endorsement on the Notes. Each Note shall be dated the date of its authentication.

The terms and provisions contained in the form of the Notes annexed hereto as Exhibit A shall constitute, and are hereby expressly made, a part of this Indenture. To the extent applicable, the Company, each of the Obligors and the Trustee, by its execution and delivery of this Indenture, expressly agrees to the terms and provisions of the Notes applicable to it and to be bound thereby.

Notes offered and sold in reliance on Rule 144A shall be issued initially in the form of one or more permanent global Notes in registered form, substantially in the form set forth in Exhibit A (the "U.S. Global Notes"), registered in the name of the nominee of the Depositary, deposited with the Trustee, as custodian for the Depositary, duly executed by the Obligors and authenticated by the Trustee as hereinafter provided. The aggregate principal amount at maturity of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S shall be issued initially in the form of one or more temporary global Notes in registered form substantially in the form set forth in Exhibit A (the "Temporary Offshore Global Notes"), registered in the name of the nominee of the Depositary, deposited with the Trustee, as custodian for the Depositary, duly executed by the Obligors and authenticated by the Trustee as hereinafter provided. The aggregate principal amount at maturity of the Offshore Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided. At any time on or after May 19, 1998, upon receipt by the Trustee and the Obligors of a certificate substantially in the form of Exhibit B hereto, one or more permanent global Notes in registered form substantially in the form set forth in Exhibit A (the "Permanent Offshore Global Notes"; and together with the Temporary Offshore Global Notes, the "Offshore Global Notes") duly executed by the Obligors and authenticated by the Trustee as hereinafter provided shall be deposited with the Trustee, as custodian for the Depositary or its nominee, and the Registrar shall reflect on its books and records the date and a decrease in the principal amount at maturity of the Temporary Offshore Global Notes in an amount equal to the

principal amount at maturity of the beneficial interest in the Temporary Offshore Global Notes transferred.

Notes offered and sold in reliance on Regulation D under the Securities Act shall be issued in the form of permanent certificated Notes in registered form in substantially the form set forth in Exhibit A (the "U.S. Physical Notes").

Notes issued pursuant to Section 2.07 in exchange for interests in the Offshore Global Notes shall be in the form of permanent certificated Notes in registered form substantially in the form set forth in Exhibit A (the "Offshore
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Physical Notes").
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The Offshore Physical Notes and U.S. Physical Notes are sometimes collectively herein referred to as the "Physical Notes." The U.S. Global Notes
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and the Offshore Global Notes are sometimes referred to herein as the "Global
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Notes."
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The definitive Notes shall be typed, printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any securities exchange on which the Notes may be listed, all as determined by the Officers executing such Notes, as evidenced by their execution of such Notes.

SECTION 2.02. Restrictive Legends. Unless and until a Note is exchanged
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for an Exchange Note or sold in connection with an effective Registration Statement pursuant to the Registration Rights Agreement, the U.S. Global Notes, Temporary Offshore Global Notes and each U.S. Physical Note shall bear the following legend on the face thereof:

> THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT) (AN "INSTITUTIONAL ACCREDITED INVESTOR") OR (C) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT, (2) AGREES THAT IT WILL NOT, WITHIN THE TIME PERIOD REFERRED TO UNDER RULE 144(k) UNDER THE SECURITIES ACT AS IN EFFECT ON THE DATE OF TRANSFER OF THIS NOTE, RESELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT (A) TO

RENAISSANCE MEDIA GROUP LLC OR ANY SUBSIDIARY THEREOF, (B) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES TO THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS NOTE (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE), AND, IF SUCH TRANSFER IS IN RESPECT OF AN AGGREGATE ACCRETED VALUE OF NOTES AT THE TIME OF TRANSFER OF LESS THAN $100,000, AN OPINION OF COUNSEL ACCEPTABLE TO THE OBLIGORS THAT SUCH TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT, (D) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT, (E) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (F) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS NOTE WITHIN THE TIME PERIOD REFERRED TO ABOVE, THE HOLDER MUST CHECK THE APPROPRIATE BOX SET FORTH ON THE REVERSE HERETO RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT THIS CERTIFICATE TO THE TRUSTEE. IF THE PROPOSED TRANSFEREE IS AN INSTITUTIONAL ACCREDITED INVESTOR, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE TRUSTEE AND THE OBLIGORS SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE TRUSTEE TO REFUSE TO REGISTER ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING RESTRICTIONS.

Each Global Note, whether or not an Exchange Note, shall also bear the following legend on the face thereof:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, TO THE OBLIGORS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTION 2.08 OF THE INDENTURE.

SECTION 2.03. Execution, Authentication and Denominations. Subject to Article Four and applicable law, the aggregate principal amount at maturity of Notes which may be authenticated and delivered under this Indenture is unlimited. The Notes shall be executed by two Officers of each of the Obligors. The signature of any of these Officers on the Notes may be by facsimile or manual signature in the name and on behalf of the Obligors.

If an Officer whose signature is on a Note no longer holds that office at the time the Trustee or authenticating agent authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until the Trustee or authenticating agent manually signs the certificate of authentication on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

At any time and from time to time after the execution of this Indenture, the Trustee or an authenticating agent shall upon receipt of an Obligor Order authenticate for original issue Notes in the aggregate principal amount specified in such Obligor Order; provided that the Trustee shall be entitled to receive an Officers' Certificate and an Opinion of Counsel of the Obligors in connection with such authentication of Notes.

Such Obligor Order shall specify the amount of Notes to be authenticated and the date on which the original issue of Notes is to be authenticated and, in case of an issuance of Notes pursuant to Section 2.15, shall certify that such issuance is in compliance with Article Four.

The Trustee may appoint an authenticating agent to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such authenticating agent. An authenticating agent has the same rights as an Agent to deal with the Obligors or an Affiliate of the Obligors.

The Notes shall be issuable only in registered form without coupons and only in denominations of $1,000 in principal amount at maturity and any integral multiple thereof.

SECTION 2.04. Registrar and Paying Agent. The Obligors shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange (the "Registrar"), an office or agency where Notes may be presented for payment (the "Paying Agent") and an office or agency where notices and demands to or upon the Obligors in respect of the Notes and this Indenture may be served, which shall be in the Borough of Manhattan, The City of New York. The Obligors shall cause the Registrar to keep a register of the Notes and of their transfer and exchange (the "Security Register"). The Security Register shall be in written form or any other form capable of being converted into written form within a reasonable time. The Obligors may have one or more co-Registrars and one or more additional Paying Agents.

The Obligors shall enter into an appropriate agency agreement with any Agent not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Obligors shall give prompt written notice to the Trustee of the name and address of any such Agent and any change in the address of such Agent. If the Obligors fails to maintain a Registrar, Paying Agent and/or agent for service of notices and demands, the Trustee shall act as such Registrar, Paying Agent and/or agent for service of notices and demands. The Obligors may remove any Agent upon written notice to such Agent and the Trustee; provided that no such removal shall become effective until (i) the acceptance of an appointment by a successor Agent to such Agent as evidenced by an appropriate agency agreement entered into by the Obligors and such successor Agent and delivered to the Trustee or (ii) notification to the Trustee that the Trustee shall serve as such Agent until the appointment of a successor Agent in accordance with clause (i) of this proviso. The Obligors, any Subsidiary of the Obligors, or any Affiliate of any of them may act as Paying Agent, Registrar or co-Registrar, and/or agent for service of notice and demands.

The Obligors initially appoint the Trustee as Registrar, Paying Agent, authenticating agent and agent for service of notice and demands. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with TIA (S)312(a). If, at any time, the Trustee is not the Registrar, the Registrar shall make available to the Trustee as of each Regular Record Date and at such other

times as the Trustee may reasonably request, the names and addresses of the Holders as they appear in the Security Register, including the aggregate principal amount at maturity of Notes held by each Holder.

SECTION 2.05. Paying Agent to Hold Money in Trust. Not later than 11:00 a.m. (New York City time) on each due date of the principal, premium, if any, and interest on any Notes, the Obligors shall deposit with the Paying Agent money in immediately available funds sufficient to pay such principal, premium, if any, and interest so becoming due. The Obligors shall require each Paying Agent other than the Trustee to agree in writing that such Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all money held by the Paying Agent for the payment of principal of, premium, if any, and interest on the Notes (whether such money has been paid to it by the Obligors or any other obligor on the Notes), and such Paying Agent shall promptly notify the Trustee of any default by the Obligors (or any other obligor on the Notes) in making any such payment. The Obligors at any time may require a Paying Agent to pay all money held by it to the Trustee and account for any funds disbursed, and the Trustee may at any time during the continuance of any payment default, upon written request to a Paying Agent, require such Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed. Upon doing so, the Paying Agent shall have no further liability for the money so paid over to the Trustee. If the Obligors or any Subsidiary of the Obligors or any Affiliate of any of them acts as Paying Agent, it will, on or before each due date of any principal of, premium, if any, or interest on the Notes, segregate and hold in a separate trust fund for the benefit of the Holders a sum of money sufficient to pay such principal, premium, if any, or interest so becoming due until such sum of money shall be paid to such Holders or otherwise disposed of as provided in this Indenture, and will promptly notify the Trustee of its action or failure to act.

SECTION 2.06. Transfer and Exchange. The Notes are issuable only in registered form. A Holder may transfer a Note only by written application to the Registrar stating the name of the proposed transferee and otherwise complying with the terms of this Indenture. No such transfer shall be effected until, and such transferee shall succeed to the rights of a Holder only upon registration of the transfer by the Registrar in the Security Register. Prior to the registration of any transfer by a Holder as provided herein, the Obligors, the Company, the Trustee, and any agent of the Obligors or the Company shall treat the person in whose name the Note is registered as the owner thereof for all purposes whether or not the Note shall be overdue, and neither the Obligors, the Company, the Trustee, nor any such agent shall be affected by notice to the contrary. Furthermore, any Holder of a Global Note shall, by acceptance of such Global Note, agree that transfers of beneficial interests in such Global Note may be effected only through a book entry system maintained by the Holder of such Global Note (or its agent) and that ownership of a beneficial interest in the Note shall be required to be reflected in a book entry. When Notes are presented to the Registrar or a co-Registrar with a request to register the transfer or to exchange them for an equal principal amount at maturity of Notes of other authorized denominations (including an exchange of Notes for Exchange Notes), the Registrar shall register the transfer or make the exchange as requested if its requirements for such transactions are met (including that

such Notes are duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and Registrar duly executed by the Holder thereof or by an attorney who is authorized in writing to act on behalf of the Holder); provided that no exchanges of Notes for Exchange Notes shall occur until a Registration Statement shall have been declared effective by the Commission and that any Notes that are exchanged for Exchange Notes shall be canceled by the Trustee. To permit registrations of transfers and exchanges, the Obligors shall execute and the Trustee shall authenticate Notes at the Registrar's request. No service charge shall be made for any registration of transfer or exchange or redemption of the Notes, but the Obligors may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or other similar governmental charge payable upon exchanges pursuant to Section 2.11, 3.08 or 9.04).

The Registrar shall not be required (i) to issue, register the transfer of or exchange any Note during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Notes selected for redemption under Section 3.03 and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

SECTION 2.07. Book-Entry Provisions for Global Notes. (a) The U.S. Global Notes and Offshore Global Notes initially shall (i) be registered in the name of the Depositary for such Global Notes or the nominee of such Depositary, (ii) be delivered to the Trustee as custodian for such Depositary and (iii) bear legends as set forth in Section 2.02.

Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depositary, or the Trustee as its custodian, or under such Global Note, and the Depositary may be treated by the Obligors, the Company, the Trustee and any agent of the Obligors, the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Obligors, the Company, the Trustee or any agent of the Obligors, the Company or the Trustee, from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any Note.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, but not in part, to the Depositary, its successors or their respective nominees. Interests of beneficial owners in a Global Note may be transferred in accordance with the rules and procedures of the Depositary and the provisions of Section 2.08. In addition, U.S. Physical Notes and Offshore Physical Notes shall be transferred to all beneficial owners in exchange for their beneficial interests in the U.S. Global Notes or the Offshore Global Notes, as the case may be, (i) if the Depositary notifies the Obligors that it is unwilling or unable to continue as Depositary for

the U.S. Global Notes or the Offshore Global Notes, as the case may be, and a successor depositary is not appointed by the Obligors within 90 days of such notice, (ii) if an Event of Default has occurred and is continuing and the Registrar has received a request therefor from the Depositary or (iii) in accordance with the rules and procedures of the Depositary and the provisions of Section 2.08.

(c) Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note and become an interest in such other Global Note and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such an interest.

(d) In connection with any transfer of a portion of the beneficial interests in a Global Note to beneficial owners pursuant to paragraph (b) of this Section 2.07, the Registrar shall reflect on its books and records the date and a decrease in the principal amount at maturity of such Global Note in an amount equal to the principal amount at maturity of the beneficial interest in such Global Note to be transferred, and the Obligors shall execute, and the Trustee shall authenticate and deliver, one or more U.S. Physical Notes or Offshore Physical Notes, as the case may be, of like tenor and amount.

(e) In connection with the transfer of the U.S. Global Notes or Offshore Global Notes, in whole, to beneficial owners pursuant to paragraph (b) of this Section 2.07, the U.S. Global Notes or Offshore Global Notes, as the case may be, shall be deemed to be surrendered to the Trustee for cancellation, and the Obligors shall execute, and the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by the Depositary in exchange for its beneficial interest in the U.S. Global Notes or Offshore Global Notes, as the case may be, an equal aggregate principal amount at maturity of U.S. Physical Notes or Offshore Physical Notes, as the case may be, of authorized denominations.

(f) Any U.S. Physical Note delivered in exchange for an interest in the U.S. Global Notes pursuant to paragraph (b), (d) or (e) of this Section 2.07 shall, except as otherwise provided by paragraph (f) of Section 2.08, bear the legend regarding transfer restrictions applicable to the U.S. Physical Note set forth in Section 2.02.

(g) Any Offshore Physical Note delivered in exchange for an interest in the Offshore Global Notes pursuant to paragraph (b), (d) or (e) of this Section 2.07 shall, except as otherwise provided by paragraph (f) of Section 2.08, bear the legend regarding transfer restrictions applicable to the Offshore Physical Note set forth in Section 2.02.

(h) The registered holder of a Global Note may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

SECTION 2.08. Special Transfer Provisions. Unless and until a Note is exchanged for an Exchange Note or sold in connection with an effective Registration Statement pursuant to the Registration Rights Agreement, the following provisions shall apply:

(a) Transfers to Non-QIB Institutional Accredited Investors. The following provisions shall apply with respect to the registration of any proposed transfer of a Note to any Institutional Accredited Investor which is not a QIB (excluding Non-U.S. Persons):

(i) The Registrar shall register the transfer of any Note, whether or not such Note bears the Private Placement Legend, if (x) the transferor certifies that the requested transfer is after the time period referred to in Rule 144(k) under the Securities Act or (y) the proposed transferee has delivered to the Registrar (A) a certificate substantially in the form of Exhibit C hereto and (B) if the aggregate Accreted Value of the Notes at the time of transfer is less than $100,000, an opinion of counsel acceptable to the Obligors that such transfer is in compliance with the Securities Act.

(ii) If the proposed transferor is an Agent Member holding a beneficial interest in the U.S. Global Notes, upon receipt by the Registrar of (x) the documents, if any, required by paragraph (i) above and (y) instructions given in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and a decrease in the principal amount at maturity of the U.S. Global Notes in an amount equal to the principal amount at maturity of the beneficial interest in the U.S. Global Notes to be transferred, and the Obligors shall execute, and the Trustee shall authenticate and deliver, one or more U.S. Physical Notes of like tenor and amount.

(b) Transfers to QIBs. The following provisions shall apply with respect to the registration of any proposed transfer of a Note to a QIB (excluding Non-U.S. Persons):

(i) If the Note to be transferred consists of (x) either Offshore Physical Notes prior to the removal of the Private Placement Legend or U.S. Physical Notes, the Registrar shall register the transfer if such transfer is being made by a proposed transferor who has checked the box provided for on the form of Note stating, or has otherwise advised the Obligors and the Registrar in writing, that the sale has been made in compliance with the provisions of Rule 144A to a transferee who has signed the certification provided for on the form of Note stating, or has otherwise advised the Obligors and the Registrar in writing, that it is purchasing the Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a QIB within the meaning of Rule 144A and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Obligors as it has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A

or (y) an interest in the U.S. Global Notes, the transfer of such interest may be effected only through the book entry system maintained by the Depositary.

(ii) If the proposed transferee is an Agent Member, and the Note to be transferred consists of U.S. Physical Notes, upon receipt by the Registrar of the documents referred to in clause (i) above and instructions given in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and an increase in the principal amount at maturity of the U.S. Global Notes in an amount equal to the principal amount at maturity of the U.S. Physical Notes to be transferred, and the Trustee shall cancel the U.S. Physical Notes so transferred.

(c) Transfers of Interests in the Temporary Offshore Global Notes. The following provisions shall apply with respect to registration of any proposed transfer of interests in the Temporary Offshore Global Notes:

(i) The Registrar shall register the transfer of any Note (x) if the proposed transferee is a Non-U.S. Person and the proposed transferor has delivered to the Registrar a certificate substantially in the form of Exhibit D hereto or (y) if the proposed transferee is a QIB and the proposed transferor has checked the box provided for on the form of Note stating, or has otherwise advised the Obligors and the Registrar in writing, that the sale has been made in compliance with the provisions of Rule 144A to a transferee who has signed the certification provided for on the form of Note stating, or has otherwise advised the Obligors and the Registrar in writing, that it is purchasing the Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a QIB within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Obligors as it has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A.

(ii) If the proposed transferee is an Agent Member, upon receipt by the Registrar of the documents referred to in clause (i)(y) above and instructions given in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and an increase in the principal amount at maturity of the U.S. Global Notes in an amount equal to the principal amount at maturity of the Temporary Offshore Global Notes to be transferred, and the Trustee shall decrease the amount of the Temporary Offshore Global Notes in such an amount.

(d) Transfers of Interests in the Permanent Offshore Global Notes or Unlegended Offshore Physical Notes. The following provisions shall apply with respect to any transfer of

interests in the Permanent Offshore Global Notes or unlegended Offshore Physical Notes. The Registrar shall register the transfer of any such Note without requiring any additional certification.

(e) Transfers to Non-U.S. Persons at Any Time. The following provisions shall apply with respect to any transfer of a Note to a Non-U.S. Person:

(i) Prior to May 19, 1998, the Registrar shall register any proposed transfer of a Note to a Non-U.S. Person upon receipt of a certificate substantially in the form of Exhibit D hereto from the proposed transferor.

(ii) On and after May 19, 1998, the Registrar shall register any proposed transfer to any Non-U.S. Person if the Note to be transferred is a U.S. Physical Note or an interest in the U.S. Global Notes, upon receipt of a certificate substantially in the form of Exhibit D hereto from the proposed transferor.

(iii) (a) If the proposed transferor is an Agent Member holding a beneficial interest in the U.S. Global Notes, upon receipt by the Registrar of (x) the documents, if any, required by paragraph (ii) and (y) instructions in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and a decrease in the principal amount at maturity of the U.S. Global Notes in an amount equal to the principal amount at maturity of the beneficial interest in the U.S. Global Notes to be transferred, and (b) if the proposed transferee is an Agent Member, upon receipt by the Registrar of instructions given in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and an increase in the principal amount at maturity of the Offshore Global Notes in an amount equal to the principal amount at maturity of the U.S. Physical Notes or the U.S. Global Notes, as the case may be, to be transferred, and the Trustee shall cancel the Physical Note, if any, so transferred or decrease the amount of the U.S. Global Notes.

(f) Private Placement Legend. Upon the transfer, exchange or replacement of Notes not bearing the Private Placement Legend, the Registrar shall deliver Notes that do not bear the Private Placement Legend. Upon the transfer, exchange or replacement of Notes bearing the Private Placement Legend, the Registrar shall deliver only Notes that bear the Private Placement Legend unless either (i) the circumstances contemplated by the second sentence of the fourth paragraph of Section 2.01 or paragraphs (a)(i)(x) or (e)(ii) of this Section 2.08 exist or (ii) there is delivered to the Registrar an Opinion of Counsel reasonably satisfactory to the Obligors and the Trustee to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

(g) General. By its acceptance of any Note bearing the Private Placement Legend, each Holder of such a Note acknowledges the restrictions on transfer of such Note set forth in this Indenture and in the Private Placement Legend and agrees that it will transfer such Note only as

provided in this Indenture. The Registrar shall not register a transfer of any Note unless such transfer complies with the restrictions on transfer of such Note set forth in this Indenture. In connection with any transfer of Notes, each Holder agrees by its acceptance of the Notes to furnish the Registrar or the Obligors such certifications, legal opinions or other information as either of them may reasonably require to confirm that such transfer is being made pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act; provided that the Registrar shall not be required to determine (but may rely on a determination made by the Obligors with respect to) the sufficiency of any such certifications, legal opinions or other information.

The Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 2.07 or this Section 2.08 for a period of time required by applicable law. The Obligors shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar.

SECTION 2.09. Replacement Notes. If a mutilated Note is surrendered to the Trustee or if the Holder claims that the Note has been lost, destroyed or wrongfully taken, then, in the absence of notice to the Obligors or the Trustee that such Note has been acquired by a bona fide purchase, the Obligors shall issue and the Trustee shall authenticate a replacement Note of like tenor and principal amount and bearing a number not contemporaneously outstanding; provided that the requirements of this Section 2.09 are met. If required by the Trustee or the Obligors, an indemnity bond must be furnished that is sufficient in the judgment of both the Trustee and the Obligors to protect the Obligors, the Trustee or any Agent from any loss that any of them may suffer if a Note is replaced. The Obligors may charge such Holder for its expenses and the expenses of the Trustee in replacing a Note. In case any such mutilated, lost, destroyed or wrongfully taken Note has become or is about to become due and payable, the Obligors in their discretion may pay such Note instead of issuing a new Note in replacement thereof.

Every replacement Note is an additional obligation of the Obligors and shall be entitled to the benefits of this Indenture.

SECTION 2.10. Outstanding Notes. Notes outstanding at any time are all Notes that have been authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section 2.10 as not outstanding.

If a Note is replaced pursuant to Section 2.09, it ceases to be outstanding unless and until the Trustee and the Obligors receive proof satisfactory to them that the replaced Note is held by a bona fide purchaser.

If the Paying Agent (other than the Obligors or an Affiliate of the Obligors) holds on the maturity date money sufficient to pay Notes payable on that date, then on and after that date such Notes cease to be outstanding and interest on them shall cease to accrue.

A Note does not cease to be outstanding because the Obligors or one of its Affiliates holds such Note, provided, however, that in determining whether the Holders of the requisite principal amount of the outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Obligors or any other obligor upon the Notes or any Affiliate of the Obligors or of such other obligor shall be disregarded and deemed not to be outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Obligors or any other obligor upon the Notes or any Affiliate of the Obligors or of such other obligor.

SECTION 2.11. Temporary Notes. Until definitive Notes are ready for delivery, the Obligors may prepare and the Trustee shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of definitive Notes but may have insertions, substitutions, omissions and other variations determined to be appropriate by the Officers executing the temporary Notes, as evidenced by their execution of such temporary Notes. If temporary Notes are issued, the Obligors will cause definitive Notes to be prepared without unreasonable delay. After the preparation of definitive Notes, the temporary Notes shall be exchangeable for definitive Notes upon surrender of the temporary Notes at the office or agency of the Obligors designated for such purpose pursuant to Section 4.02, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes the Obligors shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

SECTION 2.12. Cancellation. The Obligors at any time may deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Obligors may have acquired in any manner whatsoever, and may deliver to the Trustee for cancellation any Notes previously authenticated hereunder which the Obligors have not issued and sold. The Registrar and the Paying Agent shall forward to the Trustee any Notes surrendered to them for transfer, exchange or payment. The Trustee shall cancel all Notes surrendered for transfer, exchange, payment or cancellation in accordance with its normal procedure.

SECTION 2.13. CUSIP Numbers. The Obligors in issuing the Notes may use "CUSIP", "CINS" or "ISIN" numbers (if then generally in use), and the Trustee shall use CUSIP, CINS or ISIN numbers, as the case may be, in notices of redemption or exchange as a convenience to

Holders; provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption or exchange and that reliance may be placed only on the other identification numbers printed on the Notes and any such redemption shall not be affected by any defect or omission of such numbers. The Obligors will promptly notify the Trustee of any change in the "CUSIP," "CINS" or "ISIN" numbers.

SECTION 2.14. Defaulted Interest. If the Obligors default in a payment of interest on the Notes, they shall pay, or shall deposit with the Paying Agent money in immediately available funds sufficient to pay, the defaulted interest, plus (to the extent lawful) any interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date. A special record date, as used in this Section 2.14 with respect to the payment of any defaulted interest, shall mean the 15th day next preceding the date fixed by the Obligors for the payment of defaulted interest, whether or not such day is a Business Day. At least 15 days before the subsequent special record date, the Obligors shall mail to each Holder and the Trustee a notice that states the subsequent special record date, the payment date and the amount of defaulted interest to be paid.

SECTION 2.15. Issuance of Additional Notes. The Obligors may, subject to Article Four of this Indenture and applicable law, issue additional Notes under this Indenture. The Notes issued on the Closing Date and any additional Notes subsequently issued shall be treated as a single class for all purposes under this Indenture.

ARTICLE THREE
REDEMPTION

SECTION 3.01. Right of Redemption. (a) The Notes may be redeemed, at the Obligors' option, in whole or in part, at any time or from time to time, on or after April 15, 2003 and prior to maturity, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's last address, as it appears in the Security Register, at the following Redemption Prices (expressed in percentages of principal amount at maturity), plus accrued and unpaid interest, if any, to the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date that is on or prior to the Redemption Date to receive interest due on an Interest Payment Date), if redeemed during the 12-month period commencing April 15 of the years set forth below:

Year	Redemption Price
2003.....	105.000%
2004.....	103.333
2005.....	101.667
2006 and thereafter..	100.000

(b) In addition, at any time prior to April 15, 2001, the Obligors may redeem up to 35% of the principal amount at maturity of the Notes with the proceeds of one or more sales of Capital Stock (other than Disqualified Stock) of the Company or an Obligor to a Person other than the Company or any Subsidiary of the Company, at any time or from time to time in part, at a Redemption Price (expressed as a percentage of Accreted Value on the Redemption Date) of 110.000%; provided that at least $106.0 million aggregate principal amount at maturity of Notes remains outstanding after each such redemption and notice of any such redemption is mailed within 60 days after the related sale of Capital Stock.

SECTION 3.02. Notices to Trustee. If the Obligors elect to redeem Notes pursuant to Section 3.01(a) or 3.01(b), they shall notify the Trustee in writing of the Redemption Date and the principal amount at maturity of Notes to be redeemed and the clause of this Indenture pursuant to which redemption shall occur.

The Obligors shall give each notice provided for in this Section 3.02 in an Officers' Certificate at least 45 days before the Redemption Date (unless a shorter period shall be satisfactory to the Trustee).

SECTION 3.03. Selection of Notes to Be Redeemed. If less than all of the Notes are to be redeemed at any time, the Trustee shall select the Notes to be redeemed in compliance with the requirements, as certified to it by the Obligors, of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not listed on a national securities exchange, by lot or by such other method as the Trustee in its sole discretion shall deem fair and appropriate; provided that no Notes of $1,000 in principal amount at maturity or less shall be redeemed in part.

The Trustee shall make the selection from the Notes outstanding and not previously called for redemption. Notes in denominations of $1,000 in principal amount at maturity may only be redeemed in whole. The Trustee may select for redemption portions (equal to $1,000 in principal amount at maturity or any integral multiple thereof) of Notes that have denominations larger than $1,000 in principal amount at maturity. Provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption. The Trustee shall notify the Obligors and the Registrar promptly in writing of the Notes or portions of Notes to be called for redemption.

SECTION 3.04. Notice of Redemption. With respect to any redemption of Notes pursuant to Section 3.01(a) or 3.01(b), at least 30 days but not more than 60 days before a Redemption Date, the Obligors shall mail a notice of redemption by first-class mail to each Holder whose Notes are to be redeemed.

The notice shall identify the Notes (including CUSIP, CINS or ISIN numbers) to be redeemed and shall state:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) the name and address of the Paying Agent;

(iv) that Notes called for redemption must be surrendered to the Paying Agent in order to collect the Redemption Price;

(v) that, unless the Obligors default in making the redemption payment, interest on Notes called for redemption ceases to accrue on and after the Redemption Date and the only remaining right of the Holders is to receive payment of the Redemption Price plus accrued interest to the Redemption Date upon surrender of the Notes to the Paying Agent;

(vi) that, if any Note is being redeemed in part, the portion of the principal amount at maturity (equal to $1,000 in principal amount at maturity or any integral multiple thereof) of such Note to be redeemed and that, on and after the Redemption Date, upon surrender of such Note, a new Note or Notes in principal amount at maturity equal to the unredeemed portion thereof will be reissued; and

(vii) that, if any Note contains a CUSIP, CINS or ISIN number as provided in Section 2.13, no representation is being made as to the correctness of the CUSIP, CINS or ISIN number either as printed on the Notes or as contained in the notice of redemption and that reliance may be placed only on the other identification numbers printed on the Notes.

At the Obligors' request (which request may be revoked by the Obligors at any time prior to the time at which the Trustee shall have given such notice to the Holders), made in writing to the Trustee at least 45 days (or such shorter period as shall be satisfactory to the Trustee) before a Redemption Date, the Trustee shall give the notice of redemption in the name and at the expense of the Obligors. If, however, the Obligors give such notice to the Holders, the Obligors shall concurrently deliver to the Trustee an Officers' Certificate stating that such notice has been given.

SECTION 3.05. Effect of Notice of Redemption. Once notice of redemption is mailed, Notes called for redemption become due and payable on the Redemption Date and at the Redemption Price. Upon surrender of any Notes to the Paying Agent, such Notes shall be paid at the Redemption Price, plus accrued interest, if any, to the Redemption Date.

Notice of redemption shall be deemed to be given when mailed, whether or not the Holder receives the notice. In any event, failure to give such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of Notes held by Holders to whom such notice was properly given.

SECTION 3.06. Deposit of Redemption Price. On or prior to any Redemption Date, the Obligors shall deposit with the Paying Agent (or, if the Obligors are acting as their own Paying Agent, shall segregate and hold in trust as provided in Section 2.05) money sufficient to pay the Redemption Price of and accrued interest on all Notes to be redeemed on that date other than Notes or portions thereof called for redemption on that date that have been delivered by the Obligors to the Trustee for cancellation.

SECTION 3.07. Payment of Notes Called for Redemption. If notice of redemption has been given in the manner provided above, the Notes or portion of Notes specified in such notice to be redeemed shall become due and payable on the Redemption Date at the Redemption Price stated therein, together with accrued interest to such Redemption Date, and on and after such date (unless the Obligors shall default in the payment of such Notes at the Redemption Price and accrued interest to the Redemption Date, in which case the principal, until paid, shall bear interest from the Redemption Date at the rate prescribed in the Notes), such Notes shall cease to accrue interest. Upon surrender of any Note for redemption in accordance with a notice of redemption, such Note shall be paid and redeemed by the Obligors at the Redemption Price, together with accrued interest, if any, to the Redemption Date; provided that installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders registered as such at the close of business on the relevant Regular Record Date.

SECTION 3.08. Notes Redeemed in Part. Upon surrender of any Note that is redeemed in part, the Obligors shall execute and the Trustee shall authenticate and deliver to the Holder without service charge a new Note equal in principal amount at maturity to the unredeemed portion of such surrendered Note.

ARTICLE FOUR
COVENANTS

SECTION 4.01. Payment of Notes. The Obligors shall, jointly and severally, pay the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes and this Indenture. An installment of principal, premium, if any, or interest shall be considered paid on the date due if the Trustee or Paying Agent (other than the Obligors, a Subsidiary of the Obligors, or any Affiliate of any of them) holds on that date money designated for and sufficient to pay the installment. If the Obligors or any Subsidiary of the Obligors or any Affiliate of any of them acts as Paying Agent, an installment of principal, premium, if any, or interest shall be considered paid on the due date if the entity acting as Paying Agent complies with the last sentence of Section 2.05. As provided in Section 6.09, upon any bankruptcy or reorganization procedure relative to the Obligors, the Trustee shall serve as the Paying Agent, if any, for the Notes.

The Obligors shall pay interest on overdue principal and premium, if any, and interest on overdue installments of interest, to the extent lawful, at the rate per annum specified in the Notes.

SECTION 4.02. Maintenance of Office or Agency. The Obligors will maintain in the Borough of Manhattan, The City of New York, an office or agency where Notes may be surrendered for registration of transfer or exchange or for presentation for payment and where notices and demands to or upon the Obligors in respect of the Notes and this Indenture may be served. The Obligors will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Obligors shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 11.02.

The Obligors may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided that no such designation or rescission shall in any manner relieve the Obligors of their obligation to maintain an office or agency in the Borough of Manhattan, The City of New York, for such purposes. The Obligors shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Obligors hereby initially designate the Corporate Trust Office of the Trustee as such office of the Obligors in accordance with Section 2.04.

SECTION 4.03. Limitation on Indebtedness. (a) The Company will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (other than the Notes, the Guaranty and Indebtedness existing on the Closing Date); provided that the Company or any

Obligor may Incur Indebtedness if, after giving effect to the Incurrence of such Indebtedness and the receipt and application of the proceeds therefrom, the Consolidated Leverage Ratio would be greater than zero and (x) less than or equal to 7.25 to 1, for Indebtedness Incurred on or prior to December 31, 1999, or (y) less than or equal to 6.75 to 1, for Indebtedness Incurred thereafter.

Notwithstanding the foregoing, the Company and any Restricted Subsidiary (except as specified below) may Incur each and all of the following: (i) Indebtedness outstanding at any time in an aggregate principal amount not to exceed the greater of (x) $200 million, less any amount of such Indebtedness permanently repaid as provided under Section 4.11 and (y) an amount equal to 4.5 times the Company's Consolidated EBITDA for the then most recent fiscal quarter for which financial statements of the Company have been filed with the Commission (giving pro forma effect to any Asset Acquisitions and Asset Dispositions as provided under the definition of "Consolidated Leverage Ratio") multiplied by four; (ii) Indebtedness owed (A) to the Company or any Obligor evidenced by a promissory note or (B) to any other Restricted Subsidiary; provided that any event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of such Indebtedness (other than to the Company or another Restricted Subsidiary) shall be deemed, in each case, to constitute an Incurrence of such Indebtedness not permitted by this clause (ii); (iii) Indebtedness issued in exchange for, or the net proceeds of which are used to refinance or refund, then outstanding Indebtedness (other than Indebtedness Incurred under clause (i), (ii), (iv), (vi), (vii) or (viii) of this paragraph) and any refinancings thereof in an amount not to exceed the amount so refinanced or refunded (plus premiums, accrued interest, fees and expenses); provided that Indebtedness the proceeds of which are used to refinance or refund the Notes and the Guaranty or Indebtedness that is pari passu with, or subordinated in right of payment to, the Notes and the Guaranty shall only be permitted under this clause (iii) if (A) in case the Notes and the Guaranty are refinanced in part or the Indebtedness to be refinanced is pari passu with the Notes and the Guaranty, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is outstanding, is expressly made pari passu with, or subordinate in right of payment to, the remaining Notes and the Guaranty, (B) in case the Indebtedness to be refinanced is subordinated in right of payment to the Notes and the Guaranty, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, is expressly made subordinate in right of payment to the Notes and the Guaranty at least to the extent that the Indebtedness to be refinanced is subordinated to the Notes and the Guaranty and (C) such new Indebtedness, determined as of the date of Incurrence of such new Indebtedness, does not mature prior to the Stated Maturity of the Indebtedness to be refinanced or refunded, and the Average Life of such new Indebtedness is at least equal to the remaining Average Life of the Indebtedness to be refinanced or refunded; and provided further that in no event may Indebtedness of the Company or the Obligors be refinanced by means of any Indebtedness of any Restricted Subsidiary other than the Obligors pursuant to this clause (iii); (iv) Indebtedness (A) in respect of performance, surety or appeal bonds, performance guarantees or similar obligations securing the Company's or any Restricted Subsidiary's obligations under any cable television franchise, pole attachment agreement or lease or other similar agreement incurred in the ordinary course of business and entered into in

connection with the day-to-day operations of such business, (B) under Currency Agreements and Interest Rate Agreements; provided that such agreements (a) are designed solely to protect the Company or its Restricted Subsidiaries against fluctuations in foreign currency exchange rates or interest rates and (b) do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in foreign currency exchange rates or interest rates or by reason of fees, indemnities and compensation payable thereunder; and (C) arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, or from Guarantees or letters of credit, surety bonds or performance bonds securing any obligations of the Company or any of its Restricted Subsidiaries pursuant to such agreements, in any case Incurred in connection with the disposition of any business, assets or Restricted Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition), in a principal amount not to exceed the gross proceeds actually received by the Company or any Restricted Subsidiary in connection with such disposition; (v) Indebtedness of the Company or the Obligors, to the extent the net proceeds thereof are promptly (A) used to purchase Notes tendered in an Offer to Purchase made as a result of a Change in Control or (B) deposited to defease the Notes as described under Article Eight; (vi) Guarantees of the Notes and Guarantees of Indebtedness of the Company or the Obligors by any Restricted Subsidiary provided the Guarantee of such Indebtedness is permitted by and made in accordance with Section 4.07; (vii) Indebtedness Incurred to finance the cost to acquire equipment, inventory or other assets used or useful in the business of the Company and its Restricted Subsidiaries (including acquisitions by way of a Capitalized Lease and the acquisition of the Capital Stock of a Person that becomes a Restricted Subsidiary), in an aggregate principal amount outstanding at any time not to exceed 5% of the Company's total assets as set forth on the most recently available quarterly or annual consolidated balance sheet of the Company and its Restricted Subsidiaries filed with the Commission; (viii) Indebtedness of the Company or any Obligor not to exceed, at any one time outstanding, two times the sum of (A) the Net Cash Proceeds received by the Company or an Obligor after the Closing Date as a capital contribution (other than a capital contribution by the Company or any Subsidiary of the Company) or from the sale of its Capital Stock (other than Disqualified Stock) to a Person other than the Company or any Subsidiary of the Company, to the extent such capital contribution or sale of Capital Stock has not been used pursuant to clause (C)(2) of the first paragraph or clause (iii), or (iv) of the second paragraph of Section 4.04 to make a Restricted Payment and (B) 80% of the fair market value of property (other than cash and cash equivalents) received by the Company or an Obligor after the Closing Date as a capital contribution (other than a capital contribution by the Company or any Subsidiary of the Company) or from the sale of its Capital Stock (other than Disqualified Stock) to a Person other than the Company or any Subsidiary of the Company, to the extent such capital contribution or sale of Capital Stock has not been used pursuant to clause (iii), (iv) or (vi) of the second paragraph of Section 4.04 to make a Restricted Payment; provided that such Indebtedness does not mature prior to the Stated Maturity of the Notes and has an Average Life longer than the Notes; and (ix) Acquired Indebtedness; provided that after giving effect to the Incurrence thereof, the Company could Incur at least $1.00 of Indebtedness under the first paragraph of Section 4.03.

(b) Notwithstanding any other provision of this Section 4.03, the maximum amount of Indebtedness that the Company or a Restricted Subsidiary may Incur pursuant to this Section 4.03 shall not be deemed to be exceeded, with respect to any outstanding Indebtedness due solely to the result of fluctuations in the exchange rates of currencies.

(c) For purposes of determining any particular amount of Indebtedness under this Section 4.03, (1) Indebtedness Incurred under the Credit Agreement on or prior to the Closing Date shall be treated as Incurred pursuant to clause (i) of the second paragraph of this Section 4.03, (2) Guarantees, Liens or obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included and (3) any Liens granted pursuant to the equal and ratable provisions referred to in Section 4.09 shall not be treated as Indebtedness. For purposes of determining compliance with this Section 4.03, in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the above clauses (other than Indebtedness referred to in clause (1) of the preceding sentence), the Company, in its sole discretion, shall classify, and from time to time may reclassify, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of such clauses; provided that any Indebtedness Incurred under any of clauses (i) through (ix) of the second paragraph of this Section 4.03 shall be deemed to be no longer outstanding under any such clauses and shall be deemed to have been Incurred under the first paragraph of this Section 4.03 on the first date on which the Company could have Incurred such Indebtedness under the first paragraph of this Section 4.03 if no Default or Event of Default would be continuing after giving effect to such Incurrence.

SECTION 4.04. Limitation on Restricted Payments. The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, (i) declare or pay any dividend or make any distribution on or with respect to its Capital Stock held by Persons other than the Company or any of its Restricted Subsidiaries (other than (x) dividends or distributions payable solely in shares of its Capital Stock (other than Disqualified Stock) or in options, warrants or other rights to acquire shares of such Capital Stock and (y) pro rata dividends or distributions on Common Stock of Restricted Subsidiaries other than the Obligors held by minority stockholders), (ii) purchase, redeem, retire or otherwise acquire for value any shares of Capital Stock of (A) the Company, an Obligor or an Unrestricted Subsidiary (including options, warrants or other rights to acquire such shares of Capital Stock) held by any Person (other than the Company or a Wholly Owned Restricted Subsidiary) or (B) any Restricted Subsidiary other than the Obligors (including options, warrants or other rights to acquire such shares of Capital Stock) held by any Affiliate of the Company or any Obligor (other than a Wholly Owned Restricted Subsidiary) or any holder (or any Affiliate of such holder) of 5% or more of the Capital Stock of the Company or any Obligor, (iii) make any voluntary or optional principal payment, or voluntary or optional redemption, repurchase, defeasance, or other acquisition or retirement for value, of Indebtedness of the Company that is subordinated in right of payment to the Guaranty or Indebtedness of an Obligor that is subordinated in right of payment to the Notes or (iv) make any Investment, other than a Permitted Investment, in any Person (such payments or any other actions described in clauses (i)

through (iv) above being collectively "Restricted Payments") if, at the time of, and after giving effect to, the proposed Restricted Payment: (A) a Default or Event of Default shall have occurred and be continuing, (B) the Company could not Incur at least $1.00 of Indebtedness under the first paragraph of Section 4.03 or (C) the aggregate amount of all Restricted Payments (the amount, if other than in cash, to be determined in good faith by the Board of Directors, whose determination shall be conclusive and evidenced by a Board Resolution) made after the Closing Date shall exceed the sum of (1) the amount by which Consolidated EBITDA exceeds 130% of Consolidated Interest Expense, in each case, determined on a cumulative basis during the period (taken as one accounting period) beginning on the first day of the fiscal quarter immediately following the Closing Date and ending on the last day of the last fiscal quarter preceding the Transaction Date for which reports have been filed with the Commission or provided to the Trustee pursuant to Section 4.18 plus (2) the aggregate Net Cash Proceeds received by the Company or an Obligor after the Closing Date as a capital contribution (other than a capital contribution by the Company or any Subsidiary of the Company) or from the issuance and sale permitted by this Indenture of its Capital Stock (other than Disqualified Stock) to a Person other than the Company or any Subsidiary of the Company, including an issuance or sale permitted by this Indenture of Indebtedness of the Company or an Obligor for cash subsequent to the Closing Date upon the conversion of such Indebtedness into Capital Stock (other than Disqualified Stock) of the Company or such Obligor, or from the issuance to a Person other than the Company or any Subsidiary of the Company of any options, warrants or other rights to acquire Capital Stock of the Company or an Obligor (in each case, exclusive of any Disqualified Stock or any options, warrants or other rights that are redeemable at the option of the holder, or are required to be redeemed, prior to the Stated Maturity of the Notes), in each case except to the extent such Net Cash Proceeds are used to Incur Indebtedness outstanding under clause (viii) of the second paragraph under Section 4.03, plus (3) an amount equal to the net reduction in Investments (other than reductions in Permitted Investments) in any Person resulting from payments of interest on Indebtedness, dividends, repayments of loans or advances, or other transfers of assets, in each case to the Company or any Restricted Subsidiary or from the Net Cash Proceeds from the sale of any such Investment (except, in each case, to the extent any such payment or proceeds are included in the calculation of Adjusted Consolidated Net Income), or from redesignations of Unrestricted Subsidiaries as Restricted Subsidiaries (valued in each case as provided in the definition of "Investments"), not to exceed, in each case, the amount of Investments previously made by the Company or any Restricted Subsidiary in such Person or Unrestricted Subsidiary.

The foregoing provision shall not be violated by reason of: (i) the payment of any dividend within 60 days after the date of declaration thereof if, at said date of declaration, such payment would comply with the foregoing paragraph; (ii) the redemption, repurchase, defeasance or other acquisition or retirement for value of Indebtedness that is subordinated in right of payment to the Guaranty or the Notes including premium, if any, and accrued and unpaid interest, with the proceeds of, or in exchange for, Indebtedness Incurred under clause (iii) of the second paragraph of Section 4.03(a); (iii) the repurchase, redemption or other acquisition of Capital Stock of the Company, an Obligor or an Unrestricted Subsidiary (or options, warrants or other rights to acquire

such Capital Stock) in exchange for, or out of the proceeds of a substantially concurrent offering of, shares of Capital Stock (other than Disqualified Stock) of the Company or an Obligor (or options, warrants or other rights to acquire such Capital Stock); (iv) the making of any principal payment or the repurchase, redemption, retirement, defeasance or other acquisition for value of Indebtedness of the Company which is subordinated in right of payment to the Guaranty or Indebtedness of an Obligor which is subordinated in right of payment to the Notes in exchange for, or out of the proceeds of, a substantially concurrent offering of, shares of the Capital Stock (other than Disqualified Stock) of the Company or an Obligor (or options, warrants or other rights to acquire such Capital Stock); (v) payments or distributions, to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of assets that complies with the provisions of Article Five; (vi) Investments acquired as a capital contribution or in exchange for Capital Stock (other than Disqualified Stock) of the Company or an Obligor; (vii) the purchase, redemption, acquisition, cancellation or other retirement for value of shares of Capital Stock of the Company or an Obligor, options for any such shares or related stock appreciation rights or similar securities held by officers or employees or former officers or employees (or their estates or beneficiaries under their estates), upon death, disability, retirement or termination of employment or pursuant to any agreement under which such shares of stock or related rights were issued; provided that the aggregate consideration paid for such purchase, redemption, acquisition, cancellation or other retirement of such shares or related rights after the Closing Date does not exceed $2 million; (viii) the declaration or payment of dividends on the Common Stock of the Company or an Obligor following a Public Equity Offering of such Common Stock, of up to 6% per annum of the Net Cash Proceeds received by the Company or such Obligor in such Public Equity Offering; (ix) for so long as the Company or any Restricted Subsidiary is treated as a pass-through entity for United States federal income tax purposes, distributions to equity holders of the Company or any Restricted Subsidiary in an amount not to exceed the Tax Amount for such period; or (x) other Restricted Payments in an aggregate amount not to exceed $10 million; provided that, except in the case of clauses (i) and (iii), no Default or Event of Default shall have occurred and be continuing or occur as a consequence of the actions or payments set forth therein.

Each Restricted Payment permitted pursuant to the preceding paragraph (other than the Restricted Payment referred to in clause (ii) thereof, an exchange of Capital Stock for Capital Stock or Indebtedness referred to in clause (iii) or (iv) thereof and an Investment referred to in clause (vi) thereof), and the Net Cash Proceeds from any issuance of Capital Stock referred to in clauses (iii) and (iv), shall be included in calculating whether the conditions of clause (C) of the first paragraph of this Section 4.04 have been met with respect to any subsequent Restricted Payments. In the event the proceeds of an issuance of Capital Stock of the Company or an Obligor are used for the redemption, repurchase or other acquisition of the Notes, or Indebtedness that is pari passu with the Notes or the Guaranty, then the Net Cash Proceeds of such issuance shall be included in clause (C) of the first paragraph of this Section 4.04 only to the extent such proceeds are not used for such redemption, repurchase or other acquisition of Indebtedness.

SECTION 4.05. Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to (i) pay dividends or make any other distributions permitted by applicable law on any Capital Stock of such Restricted Subsidiary owned by the Company or any other Restricted Subsidiary, (ii) pay any Indebtedness owed to the Company or any other Restricted Subsidiary, (iii) make loans or advances to the Company or any other Restricted Subsidiary or (iv) transfer any of its property or assets to the Company or any other Restricted Subsidiary.

The foregoing provisions shall not restrict any encumbrances or restrictions: (i) existing on the Closing Date in the Credit Agreement, this Indenture or any other agreements in effect on the Closing Date, and any extensions, refinancings, renewals or replacements of such agreements; provided that (x) the encumbrances and restrictions in any such extensions, refinancings, renewals or replacements are no less favorable in any material respect to the Holders than those encumbrances or restrictions that are then in effect and that are being extended, refinanced, renewed or replaced or (y) the encumbrances and restrictions in any such modifications, extensions, refinancings, renewals, restructurings, substitutions or replacements (A) do not prevent the Company or any of its Restricted Subsidiaries from paying interest on the Notes and (B) will be no more restrictive in any material respect than encumbrances and restrictions which could be obtained by a Person comparable to the Company or such Restricted Subsidiary under then prevailing market conditions; (ii) existing under or by reason of applicable law; (iii) existing with respect to any Person or the property or assets of such Person acquired by the Company or any Restricted Subsidiary, existing at the time of such acquisition and not incurred in contemplation thereof, which encumbrances or restrictions are not applicable to any Person or the property or assets of any Person other than such Person or the property or assets of such Person so acquired; (iv) in the case of clause (iv) of the first paragraph of this Section 4.05, (A) that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract or similar property or asset, (B) existing by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or any Restricted Subsidiary not otherwise prohibited by this Indenture or (C) arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, detract from the value of property or assets of the Company or any Restricted Subsidiary in any manner material to the Company or any Restricted Subsidiary; (v) with respect to a Restricted Subsidiary and imposed pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock of, or property and assets of, such Restricted Subsidiary; or (vi) contained in the terms of any Indebtedness or any agreement pursuant to which such Indebtedness was issued if (A) the encumbrance or restriction applies only in the event of a payment default or a default with respect to a financial covenant contained in such Indebtedness or agreement, (B) the encumbrance or restriction is not materially more disadvantageous to the Holders of the Notes than is customary in comparable financings (as determined by the Company) and (C) the Company determines, at the time of entering into such

encumbrance or restriction, that any such encumbrance or restriction will not materially affect the Company's ability to make principal or interest payments on the Notes. Nothing contained in this Section 4.05 shall prevent the Company or any Restricted Subsidiary from (1) creating, incurring, assuming or suffering to exist any Liens otherwise permitted in Section 4.09 or (2) restricting the sale or other disposition of property or assets of the Company or any of its Restricted Subsidiaries that secure Indebtedness of the Company or any of its Restricted Subsidiaries.

SECTION 4.06. Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries. The Company will not sell, and will not permit any Restricted Subsidiary, directly or indirectly, to issue or sell, any shares of Capital Stock of a Restricted Subsidiary other than an Obligor (including options, warrants or other rights to purchase shares of such Capital Stock) except (i) to the Company or a Wholly Owned Restricted Subsidiary; (ii) issuances of director's qualifying shares or sales to foreign nationals of shares of Capital Stock of foreign Restricted Subsidiaries, to the extent required by applicable law; (iii) if, immediately after giving effect to such issuance or sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under Section 4.04 if made on the date of such issuance or sale; or (iv) issuances or sales of Common Stock of a Restricted Subsidiary, provided that the Company or such Restricted Subsidiary applies the Net Cash Proceeds, if any, of any such sale in accordance with clause (A) or (B) of Section 4.11.

SECTION 4.07. Limitation on Issuances of Guarantees by Restricted Subsidiaries. The Company will not permit any Restricted Subsidiary other than an Obligor, directly or indirectly, to Guarantee any Indebtedness of the Company or any Obligor which is pari passu with or subordinate in right of payment to the Notes or the Guaranty ("Guaranteed Indebtedness"), unless (i) such Restricted Subsidiary simultaneously executes and delivers a supplemental indenture to this Indenture providing for a Guarantee (a "Subsidiary Guarantee") of payment of the Notes by such Restricted Subsidiary and (ii) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Subsidiary Guarantee; provided that this paragraph shall not be applicable to (x) any Guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not Incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary or (y) any Guarantee of Indebtedness, including Indebtedness under the Credit Agreement, Incurred under clause (i) of the second paragraph under Section 4.03. If the Guaranteed Indebtedness is (A) pari passu with the Notes or the Guaranty, then the Guarantee of such Guaranteed Indebtedness shall be pari passu with, or subordinated to, the Subsidiary Guarantee or (B) subordinated to the Notes or the Guaranty, then the Guarantee of such Guaranteed Indebtedness shall be subordinated to the Subsidiary Guarantee at least to the extent that the Guaranteed Indebtedness is subordinated to the Notes or the Guaranty.

Notwithstanding the foregoing, any Subsidiary Guarantee by a Restricted Subsidiary may provide by its terms that it shall be automatically and unconditionally released and discharged upon (i) any sale, exchange or transfer, to any Person not an Affiliate of the Company, of all of the Company's and each Restricted Subsidiary's Capital Stock in, or all or substantially all the assets of, such Restricted Subsidiary (which sale, exchange or transfer is not prohibited by this Indenture) or (ii) the release or discharge of the Guarantee which resulted in the creation of such Subsidiary Guarantee, except a discharge or release by or as a result of payment under such Guarantee.

SECTION 4.08. Limitation on Transactions with Shareholders and Affiliates. The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, renew or extend any transaction (including, without limitation, the purchase, sale, lease or exchange of property or assets, or the rendering of any service) with any holder (or any Affiliate of such holder) of 5% or more of any class of Capital Stock of the Company or with any Affiliate of the Company or any Restricted Subsidiary, except upon fair and reasonable terms no less favorable to the Company or such Restricted Subsidiary than could be obtained, at the time of such transaction or, if such transaction is pursuant to a written agreement, at the time of the execution of the agreement providing therefor, in a comparable arm's-length transaction with a Person that is not such a holder or an Affiliate.

The foregoing limitation does not limit, and shall not apply to (i) transactions (A) approved by a majority of the disinterested members of the Board of Directors or (B) for which the Company or a Restricted Subsidiary delivers to the Trustee a written opinion of a nationally recognized investment banking firm (including, without limitation, Morgan Stanley & Co. Incorporated and its Affiliates) stating that the transaction is fair to the Company or such Restricted Subsidiary from a financial point of view; (ii) any transaction solely between the Company and any of its Wholly Owned Restricted Subsidiaries or solely between Wholly Owned Restricted Subsidiaries; (iii) the payment of reasonable and customary regular fees to directors of the Company who are not employees of the Company; (iv) any payments or other transactions pursuant to any tax-sharing agreement between the Company and any other Person with which the Company files a consolidated tax return or with which the Company is part of a consolidated group for tax purposes; (v) programming agreements, marketing and promotional agreements, equipment agreements and agreements for other goods or services related to the business of the Company and its Restricted Subsidiaries entered into in the ordinary course of business by the Company or any Restricted Subsidiary and Time Warner or its Affiliates; (vi) the payment of fees to Morgan Stanley & Co. Incorporated or its Affiliates for financial, advisory, consulting or investment banking services that the Board of Directors deems to be advisable or appropriate (including, without limitation, the payment of any underwriting discounts or commissions or placement agency fees in connection with the issuance and sale of securities); (vii) the Transactions; or (viii) any Restricted Payments not prohibited by Section 4.04. Notwithstanding the foregoing, any transaction or series of related transactions covered by the first paragraph of this Section 4.08 and not covered by clauses (ii) through (viii) of this paragraph, (a) the aggregate amount of which exceeds $2 million in value, must be approved or determined to be fair in the manner provided for

in clause (i)(A) or (B) above and (b) the aggregate amount of which exceeds $4 million in value, must be determined to be fair in the manner provided for in clause (i)(B) above.

SECTION 4.09. Limitation on Liens. The Company will not, and will not permit any Restricted Subsidiary to, create, incur, assume or suffer to exist any Lien on any of its assets or properties of any character, or any shares of Capital Stock or Indebtedness of any Restricted Subsidiary, without making effective provision for all of the Notes and the Guaranty and all other amounts due under this Indenture to be directly secured equally and ratably with (or, if the obligation or liability to be secured by such Lien is subordinated in right of payment to the Notes and the Guaranty, prior to) the obligation or liability secured by such Lien.

The foregoing limitation does not apply to (i) Liens existing on the Closing Date, including Liens securing obligations under the Credit Agreement; (ii) Liens granted after the Closing Date on any assets or Capital Stock of the Company or its Restricted Subsidiaries created in favor of the Holders; (iii) Liens with respect to the assets of a Restricted Subsidiary granted by such Restricted Subsidiary to the Company or a Wholly Owned Restricted Subsidiary to secure Indebtedness owing to the Company or such other Restricted Subsidiary; (iv) Liens securing Indebtedness which is Incurred to refinance secured Indebtedness which is permitted to be Incurred under clause (iii) of the second paragraph of Section 4.03; provided that such Liens do not extend to or cover any property or assets of the Company or any Restricted Subsidiary other than the property or assets securing the Indebtedness being refinanced; (v) Liens on the Capital Stock of or any property or assets of a Restricted Subsidiary securing Indebtedness of such Restricted Subsidiary permitted under Section 4.03; (vi) Liens securing Indebtedness outstanding under clause (i) of the second paragraph under Section 4.03; or (vii) Permitted Liens.

SECTION 4.10. Limitation on Sale-Leaseback Transactions. The Company will not, and will not permit any Restricted Subsidiary to, enter into any sale-leaseback transaction involving any of its assets or properties whether now owned or hereafter acquired, whereby the Company or a Restricted Subsidiary sells or transfers such assets or properties and then or thereafter leases such assets or properties or any part thereof or any other assets or properties which the Company or such Restricted Subsidiary, as the case may be, intends to use for substantially the same purpose or purposes as the assets or properties sold or transferred.

The foregoing restriction does not apply to any sale-leaseback transaction if (i) the lease is for a period, including renewal rights, of not in excess of three years; (ii) the lease secures or relates to industrial revenue or pollution control bonds; (iii) the transaction is solely between the Company and any Wholly Owned Restricted Subsidiary or solely between Wholly Owned Restricted Subsidiaries; or (iv) the Company or such Restricted Subsidiary, within 12 months after the sale or transfer of any assets or properties is completed, applies an amount not less than the net proceeds received from such sale in accordance with clause (A) or (B) of the first paragraph of Section 4.11.

SECTION 4.11. Limitation on Asset Sales. The Company will not, and will not permit any Restricted Subsidiary to, consummate any Asset Sale, unless (i) the consideration received by the Company or such Restricted Subsidiary is at least equal to the fair market value of the assets sold or disposed of and (ii) at least 75% of the consideration received consists of cash or Temporary Cash Investments or the assumption of Indebtedness of the Company or any Restricted Subsidiary, provided that the Company or such Restricted Subsidiary is irrevocably and unconditionally released from all liability under such Indebtedness. In the event and to the extent that the Net Cash Proceeds received by the Company or any of its Restricted Subsidiaries from one or more Asset Sales occurring on or after the Closing Date in any period of 12 consecutive months exceed 10% of Adjusted Consolidated Net Tangible Assets (determined as of the date closest to the commencement of such 12-month period for which a consolidated balance sheet of the Company and its Subsidiaries has been filed with the Commission pursuant to Section 4.18) then the Company shall or shall cause the relevant Restricted Subsidiary to (i) within twelve months after the date Net Cash Proceeds so received exceed 10% of Adjusted Consolidated Net Tangible Assets (A) apply an amount equal to such excess Net Cash Proceeds to permanently repay unsubordinated Indebtedness of the Company, the Obligors or any Restricted Subsidiary providing a Subsidiary Guarantee pursuant to Section 4.07 or Indebtedness of any other Restricted Subsidiary, in each case owing to a Person other than the Company or any of its Restricted Subsidiaries or (B) invest an equal amount, or the amount not so applied pursuant to clause (A) (or enter into a definitive agreement committing to so invest within 12 months after the date of such agreement), in property or assets (other than current assets) of a nature or type or that are used in a business (or in a company having property and assets of a nature or type, or engaged in a business) similar or related to the nature or type of the property and assets of, or the business of, the Company and its Restricted Subsidiaries existing on the date of such investment and (ii) apply (no later than the end of the 12-month period referred to in clause (i)) such excess Net Cash Proceeds (to the extent not applied pursuant to clause (i)) as provided in the following paragraph of this Section 4.11. Without in any way limiting the Company's discretion under the preceding sentence, pending the final application of any such Net Cash Proceeds, the Company or such Restricted Subsidiary may temporarily reduce Indebtedness under a revolving credit facility, if any, or otherwise invest such Net Cash Proceeds. The amount of such excess Net Cash Proceeds required to be applied (or to be committed to be applied) during such 12-month period as set forth in clause (i) of the preceding sentence and not applied as so required by the end of such period shall constitute "Excess Proceeds."

If, as of the first day of any calendar month, the aggregate amount of Excess Proceeds not theretofore subject to an Offer to Purchase pursuant to this Section 4.11 totals at least $10 million, the Obligors must commence, not later than the fifteenth Business Day of such month, and consummate an Offer to Purchase from the Holders (and if required by the terms of any Indebtedness that is pari passu with the Notes or the Guaranty ("Pari Passu Indebtedness"), from the holders of such Pari Passu Indebtedness) on a pro rata basis an aggregate Accreted Value of Notes (and Pari Passu Indebtedness) equal to the Excess Proceeds on such date, at a purchase price equal to 100% of the Accreted Value of the Notes on the relevant Payment Date (and principal

amount of Pari Passu Indebtedness), plus, in each case, accrued interest (if any) to the Payment Date.

SECTION 4.12. Repurchase of Notes upon a Change of Control. The Obligors must commence, within 30 days of the occurrence of a Change of Control, and consummate an Offer to Purchase for all Notes then outstanding, at a purchase price equal to 101% of the Accreted Value thereof on the relevant Payment Date, plus accrued interest, if any, to the Payment Date.

The Obligors will not be required to make an Offer to Purchase pursuant to this Section 4.12 if a third party makes an Offer to Purchase in compliance with this Section 4.12 and repurchases all Notes validly tendered and not withdrawn under such Offer to Purchase.

SECTION 4.13. Existence. Subject to Article Five of this Indenture, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and the existence of each of its Restricted Subsidiaries in accordance with the respective organizational documents of the Company and each such Subsidiary and the rights (whether pursuant to charter, partnership certificate, agreement, statute or otherwise), material licenses and franchises of the Company and each such Subsidiary; provided that the Company shall not be required to preserve any such right, license or franchise, or the existence of any Restricted Subsidiary (other than of the Company), if the maintenance or preservation thereof is no longer desirable in the conduct of the business of the Company and its Subsidiaries taken as a whole.

SECTION 4.14. Payment of Taxes and Other Claims. The Company will pay or discharge and shall cause each of its Subsidiaries to pay or discharge, or cause to be paid or discharged, before the same shall become delinquent (i) all material taxes, assessments and governmental charges levied or imposed upon (a) the Company or any such Subsidiary, (b) the income or profits of any such Subsidiary which is a corporation or (c) the property of the Company or any such Subsidiary and (ii) all material lawful claims for labor, materials and supplies that, if unpaid, might by law become a lien upon the property of the Company or any such Subsidiary; provided that the Company shall not be required to pay or discharge, or cause to be paid or discharged, any such tax, assessment, charge or claim the amount, applicability or validity of which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established.

SECTION 4.15. Maintenance of Properties and Insurance. The Company will cause all properties used or useful in the conduct of its business or the business of any of its Restricted Subsidiaries to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly conducted at all times; provided that nothing in this Section 4.15 shall prevent the Company or any such Subsidiary from discontinuing the use, operation or maintenance of any of such properties or

disposing of any of them, if such discontinuance or disposal is, in the judgment of the Company, desirable in the conduct of the business of the Company or such Subsidiary.

The Company will provide or cause to be provided, for itself and its Restricted Subsidiaries, insurance (including appropriate self-insurance) against loss or damage of the kinds customarily insured against by corporations similarly situated and owning like properties, including, but not limited to, products liability insurance and public liability insurance, with reputable insurers or with the government of the United States of America, or an agency or instrumentality thereof, in such amounts, with such deductibles and by such methods as shall be customary for corporations similarly situated in the industry in which the Company or any such Subsidiary, as the case may be, is then conducting business.

SECTION 4.16. Notice of Defaults. In the event that any of the Obligors or the Company becomes aware of any Default or Event of Default, such Obligor or the Company, as the case may be, promptly, after it becomes aware thereof, will give written notice thereof to the Trustee.

SECTION 4.17. Compliance Certificates. (a) The Company shall deliver to the Trustee, within 45 days after the end of each fiscal quarter (90 days after the end of the Company's last fiscal quarter of each year), an Officers' Certificate stating whether or not the signers know of any Default or Event of Default that occurred during such fiscal quarter. In the case of the Officers' Certificate delivered within 90 days after the end of the Company's fiscal year, such certificate shall contain a certification from the principal executive officer, principal financial officer or principal accounting officer of the Company that a review has been conducted of the activities of the Company and its Subsidiaries and the Company's and its Subsidiaries' performance under this Indenture and that the Company has complied with all conditions and covenants under this Indenture. For purposes of this Section 4.17, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture. If any such officer knows of such a Default or Event of Default, the certificate shall describe any such Default or Event of Default and its status.

The first certificate to be delivered pursuant to this Section 4.17(a) shall be for the first fiscal quarter beginning after the execution of this Indenture.

(b) The Company shall deliver to the Trustee, within 90 days after the end of each fiscal year, beginning with the fiscal year in which this Indenture was executed, a certificate signed by the Company's independent certified public accountants stating (i) that their audit examination has included a review of the terms of this Indenture and the Notes as they relate to accounting matters, (ii) that they have read the most recent Officers' Certificate delivered to the Trustee pursuant to paragraph (a) of this Section 4.17 and (iii) whether, in connection with their audit examination, anything came to their attention that caused them to believe that the Obligors or the Company were not in compliance with any of the terms, covenants, provisions or conditions of Article Four and Section 5.01 of this Indenture as they pertain to accounting matters and, if any Default or Event

of Default has come to their attention, specifying the nature and period of existence thereof; provided that such independent certified public accountants shall not be liable in respect of such statement by reason of any failure to obtain knowledge of any such Default or Event of Default that would not come to the attention of such accountants in the course of an audit examination conducted in accordance with generally accepted auditing standards in effect at the date of such examination.

SECTION 4.18. Commission Reports and Reports to Holders. At all times from and after the earlier of (i) the date of the commencement of a registered exchange offer for the Notes by the Obligors or the effectiveness of the Shelf Registration Statement pursuant to and in accordance with the terms of the Registration Rights Agreement (the "Registration") and (ii) the date that is six months after the Closing Date, in either case, whether or not the Company and the Obligors are then required to file reports with the Commission, the Company and the Obligors shall file with the Commission all such reports and other information as they would be required to file with the Commission by Sections 13(a) or 15(d) under the Exchange Act if they were subject thereto. The Company and the Obligors shall supply the Trustee and each Holder or shall supply to the Trustee for forwarding to each such Holder, without cost to such Holder, copies of such reports and other information within 15 days after the date they would have been required to file such reports or other information with the Commission had they been subject to such Sections. In addition, at all times prior to the earlier of the date of the Registration and the date that is six months after the Closing Date, the Company and the Obligors shall, at their cost, deliver to each Holder of the Notes quarterly and annual reports substantially equivalent to those which would be required by the Exchange Act. In addition, at all times prior to the Registration, upon the request of any Holder or any prospective purchaser of the Notes designated by a Holder, the Company and the Obligors shall supply to such Holder or such prospective purchaser the information required under Rule 144A under the Securities Act. The Company and the Obligors also shall comply with the other provisions of TIA Section 314(a).

SECTION 4.19. Waiver of Stay, Extension or Usury Laws. Each of the Obligors and the Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law that would prohibit or forgive the Obligors or the Company, as the case may be, from paying all or any portion of the principal of, premium, if any, or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of this Indenture; and (to the extent that it may lawfully do so) each of the Obligors and the Company hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 4.20. Calculation of Original Issue Discount. The Company and the Obligors shall file with the Trustee promptly at the end of each calendar year (i) a written notice specifying

the amount of original issue discount (including daily rates and accrual periods) accrued on outstanding Notes as of the end of such year and (ii) such other specific information relating to such original issue discount as may then be relevant under the Internal Revenue Code of 1986, as amended from time to time, and requested by the Trustee.

SECTION 4.21. Release of Obligors Upon Sale. Renaissance Louisiana and/or Renaissance Tennessee will be automatically, completely and unconditionally released and discharged from its obligations in respect of the Notes upon the sale or other disposition (in compliance with the first sentence of Section 4.11) of all of the Company's and each of its Restricted Subsidiary's Capital Stock in such Obligor to any Person that is not an Affiliate of the Company; provided that such sale is not governed by the provisions of Article Five and after any such release and discharge at least one Obligor shall remain an obligor on the Notes.

ARTICLE FIVE
SUCCESSOR CORPORATION

SECTION 5.01. When Obligors and the Company May Merge, Etc. Neither the Company nor any Obligor that constitutes all or substantially all of the property and assets of the Company will consolidate with, merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially an entirety in one transaction or a series of related transactions) to, any Person or permit any Person to merge with or into it unless: (i) the Company or such Obligor shall be the continuing Person, or the Person (if other than the Company or such Obligor) formed by such consolidation or into which the Company or such Obligor is merged or that acquired or leased such property and assets of the Company or such Obligor shall be a corporation organized and validly existing under the laws of the United States of America or any jurisdiction thereof and shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, all of the obligations of the Company or the Obligor, as the case may be, on all of the Notes and under this Indenture; (ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; (iii) immediately after giving effect to such transaction on a pro forma basis, the Company or the Obligor or any Person becoming the successor obligor of the Notes or the Guaranty, as the case may be, shall have a Consolidated Net Worth equal to or greater than the Consolidated Net Worth of the Company or the Obligor immediately prior to such transaction; provided that this clause (iii) shall only apply to a sale of substantially all, but less than all, of the assets of the Company or an Obligor; (iv) immediately after giving effect to such transaction on a pro forma basis the Company or such Obligor, or any Person becoming the successor obligor on the Guaranty or the Notes, as the case may be, could Incur at least $1.00 of Indebtedness under the first paragraph of Section 4.03(a); provided that this clause (iv) shall not apply to a consolidation, merger or sale of all (but not less than all) of the assets of the Company or an Obligor if all Liens and Indebtedness of the Company or any Person becoming the successor obligor on the Guaranty, as the case may be, and its Restricted Subsidiaries, including the Obligors

or any Person becoming a successor obligor on the Notes, outstanding immediately after such transaction would, if Incurred at such time, have been permitted to be Incurred (and all such Liens and Indebtedness, other than Liens and Indebtedness of the Company and its Restricted Subsidiaries outstanding immediately prior to the transaction, shall be deemed to have been Incurred) for all purposes of this Indenture; and (v) the Company or such Obligor delivers to the Trustee an Officers' Certificate (attaching the arithmetic computations to demonstrate compliance with clauses (iii) and (iv), if either is applicable) and Opinion of Counsel, in each case stating that such consolidation, merger or transfer and such supplemental indenture complies with this provision and that all conditions precedent provided for herein relating to such transaction have been complied with; provided, however, that clauses (iii) and (iv) above do not apply if, in the good faith determination of the Board of Directors of the Company, whose determination shall be evidenced by a Board Resolution, the principal purpose of such transaction is to change the state of incorporation of the Company and such transaction shall not have as one of its purposes the evasion of the foregoing limitations.

SECTION 5.02. Successor Substituted. Upon any consolidation or merger, or any sale, conveyance, transfer, lease or other disposition of all or substantially all of the property and assets of any Obligor or the Company in accordance with Section 5.01 of this Indenture, the successor Person formed by such consolidation or into which such Obligor or the Company is merged or to which such sale, conveyance, transfer, lease or other disposition is made shall succeed to, and be substituted for, and may exercise every right and power of, such Obligor or the Company, as the case may be, under this Indenture with the same effect as if such successor Person had been named as such Obligor or the Company, as the case may be, herein; provided that none of the Obligors or the Company, as the case may be, shall be released from their joint and several obligations to pay the principal of, premium, if any, or interest on the Notes in the case of a lease of all or substantially all of its property and assets.

ARTICLE SIX
DEFAULT AND REMEDIES

SECTION 6.01. Events of Default. Any of the following events shall constitute an "Event of Default" hereunder:

(a) default in the payment of principal of (or premium, if any, on) any Note when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise;

(b) default in the payment of interest on any Note when the same becomes due and payable, and such default continues for a period of 30 days;

(c) default in the performance or breach of the provisions of Article Five or the failure to make or consummate an Offer to Purchase in accordance with Sections 4.11 or 4.12;

(d) the Company or the Obligors default in the performance of or breaches any other covenant or agreement of the Company or the Obligors in this Indenture or under the Notes (other than a default specified in clause (a), (b) or (c) above) and such default or breach continues for a period of 30 consecutive days after written notice by the Trustee or the Holders of 25% or more in aggregate principal amount of the Notes;

(e) there occurs with respect to any issue or issues of Indebtedness of the Company or any Significant Subsidiary having an outstanding principal amount of $10 million or more in the aggregate for all such issues of all such Persons, whether such Indebtedness now exists or shall hereafter be created, (I) an event of default that has caused the holder thereof to declare such Indebtedness to be due and payable prior to its Stated Maturity and such Indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 30 days of such acceleration and/or (II) the failure to make a principal payment at the final (but not any interim) fixed maturity and such defaulted payment shall not have been made, waived or extended within 30 days of such payment default;

(f) any final judgment or order (not covered by insurance) for the payment of money in excess of $10 million in the aggregate for all such final judgments or orders against all such Persons (treating any deductibles, self-insurance or retention as not so covered) shall be rendered against the Company or any Significant Subsidiary and shall not be paid or discharged, and there shall be any period of 30 consecutive days following entry of the final judgment or order that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged against all such Persons to exceed $10 million during which a stay of enforcement of such final judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(g) a court having jurisdiction in the premises enters a decree or order for (A) relief in respect of the Company or any Significant Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (B) appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Significant Subsidiary or for all or substantially all of the property and assets of the Company or any Significant Subsidiary or (C) the winding up or liquidation of the affairs of the Company or any Significant Subsidiary and, in each case, such decree or order shall remain unstayed and in effect for a period of 30 consecutive days;

(h) the Company or any Significant Subsidiary (A) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (B) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Significant Subsidiary or for all or substantially all of the property and assets of the Company or any Significant Subsidiary or (C) effects any general assignment for the benefit of creditors; or

(i) the Guaranty or any Subsidiary Guarantee ceases to be in full force and effect (except as contemplated by the terms thereof) or the Company or any Subsidiary Guarantor denies or disaffirms its obligations under this Indenture, the Guaranty or any Subsidiary Guarantee.

SECTION 6.02. Acceleration. If an Event of Default (other than an Event of Default specified in clause (g) or (h) of Section 6.01 that occurs with respect to an Obligor or the Company) occurs and is continuing under this Indenture, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to the Obligors (and to the Trustee if such notice is given by the Holders), may, and the Trustee at the request of such Holders shall, declare the Accreted Value of, premium, if any, and accrued interest on the Notes to be immediately due and payable. Upon a declaration of acceleration, such Accreted Value, premium, if any, and accrued interest shall be immediately due and payable. In the event of a declaration of acceleration because an Event of Default set forth in clause (e) of Section 6.01 has occurred and is continuing, such declaration of acceleration shall be automatically rescinded and annulled if the event of default triggering such Event of Default pursuant to clause (e) shall be remedied or cured by the Company or the relevant Significant Subsidiary or waived by the holders of the relevant Indebtedness within 60 days after the declaration of acceleration with respect thereto. If an Event of Default specified in clause (g) or (h) of Section 6.01 occurs with respect to an Obligor or the Company, the Accreted Value of, premium, if any, and accrued interest on the Notes then outstanding shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

At any time after such a declaration of acceleration, but before a judgment or decree for the payment of the money due has been obtained by the Trustee, the Holders of at least a majority in principal amount of the outstanding Notes by written notice to the Obligors and to the Trustee, may waive all past Defaults and rescind and annul a declaration of acceleration and its consequences if (a) the Company or the Obligors have paid or deposited with the Trustee a sum sufficient to pay (i) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, (ii) all overdue interest on all Notes, (iii) the Accreted Value of and premium, if any, on any Notes that have become due otherwise than by such declaration or occurrence of acceleration and interest thereon at the rate prescribed therefor by such Notes, and (iv) to the extent that payment of such interest is lawful, interest upon overdue interest, if any, at the rate prescribed therefor by such Notes, (b)(i) all existing Events of Default, other than the non-payment of the Accreted Value of, premium, if any, or interest on the Notes that have become due solely by such declaration of acceleration, have been cured or waived and (ii) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

SECTION 6.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of principal of, premium, if any, or interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding.

SECTION 6.04. Waiver of Past Defaults. Subject to Sections 6.02, 6.07 and 9.02, the Holders of at least a majority in principal amount of the outstanding Notes, by notice to the Trustee, may waive an existing Default or Event of Default and its consequences, except a Default in the payment of principal of, premium, if any, or interest on any Note as specified in clause (a) or (b) of Section 6.01 or in respect of a covenant or provision of this Indenture which cannot be modified or amended without the consent of the Holder of each outstanding Note affected. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

SECTION 6.05. Control by Majority. The Holders of at least a majority in aggregate principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, that may involve the Trustee in personal liability, or that the Trustee determines in good faith may be unduly prejudicial to the rights of Holders of Notes not joining in the giving of such direction and may take any other action it deems proper that is not inconsistent with any such direction received from Holders of Notes.

SECTION 6.06. Limitation on Suits. A Holder may not institute any proceeding, judicial or otherwise, with respect to this Indenture or the Notes, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) the Holder gives the Trustee written notice of a continuing Event of Default;

(ii) the Holders of at least 25% in aggregate principal amount of outstanding Notes make a written request to the Trustee to pursue the remedy;

(iii) such Holder or Holders offer the Trustee indemnity satisfactory to the Trustee against any costs, liability or expense;

(iv) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(v) during such 60-day period, the Holders of a majority in aggregate principal amount of the outstanding Notes do not give the Trustee a direction that is inconsistent with the request.

For purposes of Section 6.05 of this Indenture and this Section 6.06, the Trustee shall comply with TIA Section 316(a) in making any determination of whether the Holders of the required aggregate principal amount of outstanding Notes have concurred in any request or direction of the Trustee to pursue any remedy available to the Trustee or the Holders with respect to this Indenture or the Notes or otherwise under the law.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over such other Holder.

The limitations set forth in this Section 6.06 shall not apply to the right of any Holder of a Note to receive payment of the Accreted Value of, premium, if any, or interest on, such Note or to bring suit for the enforcement of any such payment, on or after the due date expressed in the Notes, which right shall not be impaired or affected without the consent of the Holder.

SECTION 6.07. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of the Accreted Value of, premium, if any, or interest on, such Note or to bring suit for the enforcement of any such payment, on or after the due date expressed in the Notes, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08. Collection Suit by Trustee. If an Event of Default in payment of principal, premium or interest specified in clause (a), (b) or (c) of Section 6.01 occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against any Obligor or the Company or any other obligor of the Notes for the whole amount of principal, premium, if any, and accrued interest remaining unpaid, together with interest on overdue principal, premium, if any, and, to the extent that payment of such interest is lawful, interest on overdue installments of interest, in each case at the rate specified in the Notes, and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.09. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07) and the Holders allowed in any judicial proceedings relative to the Obligors (or any other obligor of the Notes), its creditors or its property and shall be entitled and empowered to collect and receive any monies, securities or other property payable or deliverable upon conversion or exchange of the Notes or upon any such claims and to distribute the same, and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the

event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agent and counsel, and any other amounts due the Trustee under Section 7.07. Nothing herein contained shall be deemed to empower the Trustee to authorize or consent to, or accept or adopt on behalf of any Holder, any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.10. Priorities. If the Trustee collects any money pursuant to this Article Six, it shall pay out the money in the following order:

First: to the Trustee for all amounts due under Section 7.07;

Second: to Holders for amounts then due and unpaid for principal of, premium, if any, and interest on the Notes in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal, premium, if any, and interest, respectively; and

Third: to the Obligors or any other obligors of the Notes, as their interests may appear, or as a court of competent jurisdiction may direct.

The Trustee, upon prior written notice to the Obligors, may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

SECTION 6.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court may require any party litigant in such suit to file an undertaking to pay the costs of the suit, and the court may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 of this Indenture, or a suit by Holders of more than 10% in principal amount of the outstanding Notes.

SECTION 6.12. Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then, and in every such case, subject to any determination in such proceeding, the Obligors, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Obligors, Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 6.13. Rights and Remedies Cumulative. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or wrongfully taken Notes in Section 2.09, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 6.14. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article Six or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

ARTICLE SEVEN
TRUSTEE

SECTION 7.01. General. The duties and responsibilities of the Trustee shall be as provided by the TIA and as are specifically set forth herein and no covenants or obligations shall be otherwise implied by this Indenture. Notwithstanding the foregoing, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not herein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article Seven.

SECTION 7.02. Certain Rights of Trustee. Subject to TIA Sections 315(a) through (d):

(i) the Trustee may rely, and shall be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper person;

(ii) before the Trustee acts or refrains from acting, it may require an Officers' Certificate and/or an Opinion of Counsel, which shall conform to Section 11.03 or Section

11.04, as the case may be. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion;

(iii) the Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with due care;

(iv) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction;

(v) the Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within its rights or powers or for any action it takes or omits to take in accordance with the written direction of the Holders of a majority in principal amount of the outstanding Notes, including relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture, provided that the Trustee's conduct does not constitute gross negligence or bad faith;

(vi) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

(vii) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Obligors and the Company personally or by agent or attorney; and

(viii) the Trustee shall not be charged with knowledge of any Defaults or Events of Default unless either (1) a Responsible Officer shall have actual knowledge of such Default or Event of Default or (2) written notice of such Default or Event of Default shall have been given to the Trustee by any Holder, Obligor, the Company or any other obligor on the Notes.

SECTION 7.03. Individual Rights of Trustee. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Obligors, the Company or their Affiliates with the same rights it would have if it were not the Trustee. Any Agent may do the same with like rights. However, the Trustee is subject to TIA Sections 310(b) and 311.

SECTION 7.04. Trustee's Disclaimer. The Trustee (i) makes no representation as to the validity or adequacy of this Indenture or the Notes, (ii) shall not be accountable for the Obligors' use or application of the proceeds from the Notes and (iii) shall not be responsible for any statement of the Company or the Obliglors in this Indenture or in the Notes other than its certificate of authentication.

SECTION 7.05. Notice of Default. If any Default or any Event of Default occurs and is continuing and if such Default or Event of Default is known to the Trustee, the Trustee shall mail to each Holder in the manner and to the extent provided in TIA Section 313(c) notice of the Default or Event of Default within 45 days after it occurs, unless such Default or Event of Default has been cured; provided, however, that, except in the case of a default in the payment of the principal of, premium, if any, or interest on any Note, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interest of the Holders.

SECTION 7.06. Reports by Trustee to Holders. Within 60 days after each May 15, beginning with May 15, 1998, the Trustee shall mail to each Holder as provided in TIA Section 313(c) a brief report dated as of such May 15, if required by TIA Section 313(a). The Company shall promptly notify the Trustee if the Notes become listed on any stock exchange and the Trustee shall comply with TIA Section 313(d).

SECTION 7.07. Compensation and Indemnity. The Obligors and the Company, jointly and severally, shall pay to the Trustee from time to time such compensation as shall be agreed upon in writing for its services. The compensation of the Trustee shall not be limited by any law on compensation of a trustee of an express trust. The Obligors and the Company, jointly and severally, shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses and advances incurred or made by the Trustee without gross negligence or bad faith on its part. Such expenses shall include the reasonable compensation and expenses of the Trustee's agents and counsel.

The Obligors and the Company, jointly and severally, shall indemnify the Trustee (including its agents, employees, officers, directors and shareholders, as applicable) for, and hold it harmless against, any loss or liability or expense incurred by it without negligence or bad faith on its part in connection with the acceptance or administration of this Indenture and its duties under this Indenture and the Notes, including the costs and expenses of defending itself against any claim

or liability and of complying with any process served upon it or any of its officers in connection with the exercise or performance of any of its powers or duties under this Indenture and the Notes.

The Trustee shall notify the Obligors and the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Obligors and the Company shall not relieve the Obligors or the Company of their obligations hereunder, unless and only to the extent that the Obligors and the Company are materially prejudiced thereby. At the Trustee's sole discretion, the Obligors and the Company shall defend the claim and the Trustee shall provide reasonable cooperation in the defense. The Trustee may at its option have separate counsel of its own choosing and the Obligors and the Company shall pay the reasonable fees and expenses of such counsel. The Obligors and the Company need not pay for any settlement made without their consent, which consent shall not be unreasonably withheld.

To secure the Obligors' and the Company's payment obligations, as the case may be, in this Section 7.07, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee, in its capacity as Trustee, except money or property held in trust to pay principal of, premium, if any, and interest on particular Notes.

If the Trustee incurs expenses or renders services after the occurrence of an Event of Default specified in clause (g) or (h) of Section 6.01, the expenses and the compensation for the services will be intended to constitute expenses of administration under Title 11 of the United States Bankruptcy Code or any applicable federal or state law for the relief of debtors.

The provisions of this Section 7.07 and any lien arising hereunder shall survive the resignation or removal of the Trustee, the discharge of the Obligors' obligations pursuant to Article Eight or the termination of this Indenture.

The Trustee shall comply with the provisions of TIA Section 313(b)(2) to the extent applicable.

SECTION 7.08. Replacement of Trustee. A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

The Trustee may resign at any time by so notifying the Obligors in writing at least 30 days prior to the date of the proposed resignation. The Holders of a majority in principal amount of the outstanding Notes may remove the Trustee by so notifying the Trustee in writing and may appoint a successor Trustee with the consent of the Obligors. The Obligors may remove the Trustee if: (i) the Trustee is no longer eligible under Section 7.10; (ii) the Trustee is adjudged a bankrupt or an insolvent; (iii) a receiver or other public officer takes charge of the Trustee or its property; or (iv) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed, or if a vacancy exists in the office of Trustee for any reason, the Obligors shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Obligors. If the successor Trustee does not deliver its written acceptance required by the next succeeding paragraph of this Section 7.08 within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Obligors or the Holders of a majority in principal amount of the outstanding Notes may, at the expense of the Obligors, petition any court of competent jurisdiction for the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Obligors. Immediately after the delivery of such written acceptance, subject to the lien provided in Section 7.07, (i) the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, (ii) the resignation or removal of the retiring Trustee shall become effective and (iii) the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. A successor Trustee shall mail notice of its succession to each Holder. No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

If the Trustee is no longer eligible under Section 7.10 or shall fail to comply with TIA Section 310(b), any Holder who satisfies the requirements of TIA Section 310(b) may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 7.08, the Trustee shall resign immediately in the manner and with the effect provided in this Section.

The Obligors shall give notice of any resignation and any removal of the Trustee and each appointment of a successor Trustee to all Holders. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office.

Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Obligors' obligation under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09. Successor Trustee by Merger, Etc. If the Trustee
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consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation or national banking association, the resulting, surviving or transferee corporation or national banking association without any further act shall be the successor Trustee with the same effect as if the successor Trustee had been named as the Trustee herein, provided such corporation shall be otherwise qualified and eligible under this Article.

SECTION 7.10. Eligibility. This Indenture shall always have a Trustee who satisfies the requirements of TIA Section 310(a)(1). The Trustee shall have a combined capital and surplus of at least $25,000,000 as set forth in its most recent published annual report of condition that is subject to the requirements of applicable Federal or state supervising or examining authority. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 7.10, the Trustee shall resign immediately in the manner and with the effect specified in this Article.

SECTION 7.11. Money Held in Trust. The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Obligors. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law and except for money held in trust under Article Eight of this Indenture.

ARTICLE EIGHT
DISCHARGE OF INDENTURE

SECTION 8.01. Termination of Obligors' Obligations. Except as otherwise provided in this Section 8.01, the Obligors may terminate their obligations under the Notes and this Indenture if:

(i) all Notes previously authenticated and delivered (other than destroyed, lost or stolen Notes that have been replaced or Notes that are paid pursuant to Section 4.01 or Notes for whose payment money or securities have theretofore been held in trust and thereafter repaid to the Obligors, as provided in Section 8.05) have been delivered to the Trustee for cancellation and the Obligors have paid all sums payable by them hereunder; or

(ii) (A) the Notes mature within one year or all of them are to be called for redemption within one year under arrangements satisfactory to the Trustee for giving the notice of redemption, (B) the Obligors or the Company irrevocably deposit in trust with the Trustee during such one-year period, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee, as trust funds solely for the benefit of the Holders for that purpose, money or U.S. Government Obligations sufficient (in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee), without consideration of any reinvestment of any interest thereon, to pay principal, premium, if, any, and interest on the Notes to maturity or redemption, as the case may be, and to pay all other sums payable by it hereunder, (C) no Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit, (D) such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which any of the Obligors or the Company is a party or by which it is bound

and (E) the Obligors have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for herein relating to the satisfaction and discharge of this Indenture have been complied with.

With respect to the foregoing clause (i), the Obligors' obligations under Section 7.07 shall survive. With respect to the foregoing clause (ii), the Obligors' and the Company's obligations in Sections 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.14, 4.01, 4.02, 7.07, 7.08, 8.04, 8.05 and 8.06 and Article Ten shall survive until the Notes are no longer outstanding. Thereafter, only the Obligors' and the Company's obligations in Sections 7.07, 8.04, 8.05 and 8.06 shall survive. After any such irrevocable deposit, the Trustee, on demand of the Obligors accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Obligors, shall execute proper instruments acknowledging such satisfaction of and discharging of the Obligors and the Company's obligations under the Notes and this Indenture except for those surviving obligations specified above. The Obligors and the Company jointly and severally agree to reimburse the Trustee for any costs or expenses (including, without limitation, the reasonable fees of its counsel) thereafter reasonably and properly incurred, to compensate the Trustee for any services thereafter reasonably and properly rendered by the Trustee in connection with this Indenture or the Notes and to indemnify the trust referred to in Section 8.02(a) for any tax liability and pay any expenses of such trust not otherwise provided for pursuant to such Section.

SECTION 8.02. Defeasance and Discharge of Indenture. The Obligors will be deemed to have paid and will be discharged from any and all obligations in respect of the Notes on the 123rd day after the date of the deposit referred to in clause (A) of this Section 8.02, and the provisions of this Indenture will no longer be in effect with respect to the Notes, and the Trustee, at the expense of the Obligors, shall execute proper instruments acknowledging the same, except as provided in the penultimate paragraph of this Section 8.02; provided that the following conditions shall have been satisfied:

(A) with reference to this Section 8.02, the Obligors have irrevocably deposited or caused to be irrevocably deposited with the Trustee (or another trustee satisfying the requirements of Section 7.10 of this Indenture) and conveyed all right, title and interest to the Trustee for the benefit of the Holders, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee as trust funds in trust, specifically pledged to the Trustee for the benefit of the Holders as security for payment of the principal of, premium, if any, and interest, if any, on the Notes, and dedicated solely to, the benefit of the Holders, in and to (1) money in an amount, (2) U.S. Government Obligations that, through the payment of interest, premium, if any, and principal in respect thereof in accordance with their terms, will provide, not later than one day before the due date of any payment referred to in this clause (A), money in an amount or (3) a combination thereof in an amount sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, without consideration of the reinvestment of such interest and after payment of

all federal, state and local taxes or other charges and assessments in respect thereof payable by the Trustee, the principal of, premium, if any, and accrued interest on the outstanding Notes at the Stated Maturity of such principal or interest; provided that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such U.S. Government Obligations to the payment of such principal, premium, if any, and interest with respect to the Notes;

(B) the Obligors have delivered to the Trustee (1) either (x) an Opinion of Counsel to the effect that Holders will not recognize income, gain or loss for federal income tax purposes as a result of the Obligors' exercise of their option under this Section 8.02 and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred, which Opinion of Counsel shall be based upon (and accompanied by a copy of) a ruling of the Internal Revenue Service to the same effect unless there has been a change in applicable federal income tax law after the Closing Date such that a ruling is no longer required or (y) a ruling directed to the Trustee received from the Internal Revenue Service to the same effect as the aforementioned Opinion of Counsel and (2) an Opinion of Counsel to the effect that the creation of the defeasance trust does not violate the Investment Company Act of 1940 and that after the passage of 123 days following the deposit (except, with respect to any trust funds for the account of any Holder who may be deemed to be an "insider" for purposes of the United States Bankruptcy Code, after one year following the deposit), the trust funds will not be subject to the effect of Section 547 of the United States Bankruptcy Code or Section 15 of the New York Debtor and Creditor Law in a case commenced by or against the Obligors or the Company under either such statute, and either (I) the trust funds will no longer remain the property of the Obligors or the Company (and therefore will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally) or (II) if a court were to rule under any such law in any case or proceeding that the trust funds remained property of the Obligors or the Company, (a) assuming such trust funds remained in the possession of the Trustee prior to such court ruling to the extent not paid to the Holders, the Trustee will hold, for the benefit of the Holders, a valid and perfected security interest in such trust funds that is not avoidable in bankruptcy or otherwise except for the effect of Section 552(b) of the United States Bankruptcy Code on interest on the trust funds accruing after the commencement of a case under such statute and (b) the Holders will be entitled to receive adequate protection of their interests in such trust funds if such trust funds are used in such case or proceeding;

(C) immediately after giving effect to such deposit on a pro forma basis, no Default or Event of Default shall have occurred and be continuing on the date of such deposit or during the period ending on the 123rd day after such date of such deposit, and such deposit shall not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Obligors, the Company or any

of their Subsidiaries is a party or by which the Obligors, the Company or any of their Subsidiaries is bound;

(D) if the Notes are then listed on a national securities exchange, the Obligors shall have delivered to the Trustee an Opinion of Counsel to the effect that the Notes will not be delisted as a result of such deposit, defeasance and discharge; and

(E) the Obligors shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for herein relating to the defeasance contemplated by this Section 8.02 have been complied with.

Notwithstanding the foregoing, prior to the end of the 123-day (or one year) period referred to in clause (B)(2) of this Section 8.02, none of the Obligors' or the Company's obligations under this Indenture shall be discharged. Subsequent to the end of such 123-day (or one year) period with respect to this Section 8.02, the Obligors' and the Company's obligations in Sections 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.14, 4.01, 4.02, 8.05, 8.06 and Article Ten and the rights, powers, trusts, duties and immunities of the Trustee hereunder shall survive until the Notes are no longer outstanding. Thereafter, only the Obligors' and the Company's obligations in Sections 7.07, 8.04, 8.05 and 8.06 shall survive. If and when a ruling from the Internal Revenue Service or an Opinion of Counsel referred to in clause (B)(1) of this Section 8.02 may be provided specifically without regard to, and not in reliance upon, the continuance of the Obligors' obligations under Section 4.01 and the Company's obligations under Article Ten, then the Obligors' obligations under such Section 4.01 and the Company's obligations under Article Ten, shall cease upon delivery to the Trustee of such ruling or Opinion of Counsel and compliance with the other conditions precedent provided for herein relating to the defeasance contemplated by this Section 8.02.

After any such irrevocable deposit, the Trustee upon request shall acknowledge in writing the discharge of the Obligors' and the Company's obligations under the Notes and this Indenture except for those surviving obligations in the immediately preceding paragraph.

SECTION 8.03. Defeasance of Certain Obligations. The Obligors and the Company may omit to comply with any term, provision or condition set forth in clauses (iii) and (iv) of Section 5.01 and Sections 4.03 through 4.11 and clause (c) of Section 6.01 with respect to clauses (iii) and (iv) of Section 5.01, clause (d) of Section 6.01 with respect to Sections 4.01, 4.02 and 4.12 through 4.21 and clauses (e) and (f) of Section 6.01 shall be deemed not to be Events of Default in each case with respect to the outstanding Notes if:

(i) with reference to this Section 8.03, the Obligors have irrevocably deposited or caused to be irrevocably deposited with the Trustee (or another trustee satisfying the requirements of Section 7.10) and conveyed all right, title and interest to the Trustee for the benefit of the Holders, under the terms of an irrevocable trust agreement in form and

substance satisfactory to the Trustee as trust funds in trust, specifically pledged to the Trustee for the benefit of the Holders as security for payment of the principal of, premium, if any, and interest, if any, on the Notes, and dedicated solely to, the benefit of the Holders, in and to (A) money in an amount, (B) U.S. Government Obligations that, through the payment of interest, premium, if any, and principal in respect thereof in accordance with their terms, will provide, not later than one day before the due date of any payment referred to in this clause (i), money in an amount or (C) a combination thereof in an amount sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, without consideration of the reinvestment of such interest and after payment of all federal, state and local taxes or other charges and assessments in respect thereof payable by the Trustee, the principal of, premium, if any, and interest on the outstanding Notes on the Stated Maturity of such principal or interest; provided that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such U.S. Government Obligations to the payment of such principal, premium, if any, and interest with respect to the Notes;

(ii) such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Obligors, the Company or any of their Subsidiaries is a party or by which the Obligors, the Company or any of their Subsidiaries is bound;

(iii) immediately after giving effect to such deposit on a pro forma basis, no Default or Event of Default shall have occurred and be continuing on the date of such deposit or during the period ending on the 123/rd/ day after such date of such deposit;

(iv) the Obligors have delivered to the Trustee an Opinion of Counsel to the effect that (A) the creation of the defeasance trust does not violate the Investment Company Act of 1940, (B) the Trustee, for the benefit of the Holders, has a valid first-priority security interest in the trust funds, (C) the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance of certain obligations and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred and (D) after the passage of 123 days following the deposit (except, with respect to any trust funds for the account of any Holder who may be deemed to be an "insider" for purposes of the United States Bankruptcy Code, after one year following the deposit), the trust funds will not be subject to the effect of Section 547 of the United States Bankruptcy Code or Section 15 of the New York Debtor and Creditor Law in a case commenced by or against the Obligors or the Company under either such statute, and either (1) the trust funds will no longer remain the property of the Obligors or the Company (and therefore will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally) or (2) if a court were

to rule under any such law in any case or proceeding that the trust funds remained property of the Obligors or the Company, (x) assuming such trust funds remained in the possession of the Trustee prior to such court ruling to the extent not paid to the Holders, the Trustee will hold, for the benefit of the Holders, a valid and perfected security interest in such trust funds that is not avoidable in bankruptcy or otherwise (except for the effect of Section 552(b) of the United States Bankruptcy Code on interest on the trust funds accruing after the commencement of a case under such statute), (y) the Holders will be entitled to receive adequate protection of their interests in such trust funds if such trust funds are used in such case or proceeding and (z) no property, rights in property or other interest granted to the Trustee or the Holders in exchange for, or with respect to, such trust funds will be subject to any prior rights of holders of other Indebtedness of the Company;

(v) if the Notes are then listed on a national securities exchange, the Obligors shall have delivered to the Trustee an Opinion of Counsel to the effect that such deposit, defeasance and discharge will not cause the Notes to be delisted; and

(vi) the Obligors have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for herein relating to the defeasance contemplated by this Section 8.03 have been complied with.

SECTION 8.04. Application of Trust Money. Subject to Section 8.06, the Trustee or Paying Agent shall hold in trust money or U.S. Government Obligations deposited with it pursuant to Section 8.01, 8.02 or 8.03, as the case may be, and shall apply the deposited money and the money from U.S. Government Obligations in accordance with the Notes and this Indenture to the payment of principal of, premium, if any, and interest on the Notes; but such money need not be segregated from other funds except to the extent required by law.

SECTION 8.05. Repayment to Obligors. Subject to Sections 7.07, 8.01, 8.02 and 8.03, the Trustee and the Paying Agent shall promptly pay to the Obligors upon request set forth in an Officers' Certificate any excess money held by them at any time and thereupon shall be relieved from all liability with respect to such money. The Trustee and the Paying Agent shall pay to the Obligors upon request any money held by them for the payment of principal, premium, if any, or interest that remains unclaimed for two years; provided that the Trustee or such Paying Agent before being required to make any payment may cause to be published at the expense of the Obligors once in a newspaper of general circulation in The City of New York or mail to each Holder entitled to such money at such Holder's address (as set forth in the Security Register) notice that such money remains unclaimed and that after a date specified therein (which shall be at least 30 days from the date of such publication or mailing) any unclaimed balance of such money then remaining will be repaid to the Obligors. After payment to the Obligors, Holders entitled to such money must look to the Obligors for payment as general creditors unless an applicable law designates another Person, and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

SECTION 8.06. Reinstatement. If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 8.01, 8.02 or 8.03, as the case may be, by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Obligors' and the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.01, 8.02 or 8.03, as the case may be, until such time as the Trustee or Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with Section 8.01, 8.02 or 8.03, as the case may be; provided that, if the Obligors or the Company have made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Obligors or the Company, as the case may be, shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE NINE
AMENDMENTS, SUPPLEMENTS AND WAIVERS

SECTION 9.01. Without Consent of Holders. The Obligors and the Company, when authorized by resolutions of their Boards of Directors (as evidenced by a Board Resolution), and the Trustee may amend or supplement this Indenture or the Notes without notice to or the consent of any Holder:

(1) to cure any ambiguity, defect or inconsistency in this Indenture; provided that such amendments or supplements shall not in the good faith opinion of the Board of Directors, as evidenced by a Board Resolution, adversely affect the interests of the Holders in any material respect;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to comply with Article Five and to provide for the assumption of the Company's or an Obligor's obligations to Holders of Notes in the case of a merger or consolidation;

(4) to comply with any requirements of the Commission in order to effect or maintain the qualification of this Indenture under the TIA;

(5) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee; or

(6) to make any change that would provide additional rights or benefits to the Holders of Notes or that, in the good faith opinion of the Board of Directors of the Company evidenced by a Board Resolution, does not adversely affect the rights of any Holder in any material respect.

SECTION 9.02. With Consent of Holders. Subject to Sections 6.04 and 6.07 and without prior notice to the Holders, the Obligors and the Company, when authorized by their Boards of Directors, (as evidenced by a Board Resolution), and the Trustee may amend this Indenture and the Notes with the written consent of the Holders of a majority in aggregate principal amount at maturity of the Notes then outstanding, and the Holders of a majority in aggregate principal amount at maturity of the Notes then outstanding by written notice to the Trustee may waive future compliance by the Obligors or the Company with any provision of this Indenture or the Notes.

Notwithstanding the provisions of this Section 9.02, without the consent of each Holder affected, an amendment or waiver, including a waiver pursuant to Section 6.04, may not:

(i) change the Stated Maturity of the principal of, or any installment of interest on, any Note;

(ii) reduce the Accreted Value or principal of, or premium, if any, or interest on, any Note;

(iii) change the place or currency of payment of principal of, or premium, if any, or interest on, any Note;

(iv) impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity (or, in the case of a redemption, on or after the Redemption Date) of any Note;

(v) waive a default in the payment of principal of, premium, if any, or interest on, the Notes (except a rescission of acceleration of the Notes by the Holders as provided in this Indenture and a waiver of the payment default that resulted from such acceleration);

(vi) modify the Guaranty in a manner adverse to the Holders;

(vii) modify any of the provisions of this Section 9.02, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each outstanding Note affected thereby; or

(viii) reduce the percentage or aggregate principal amount of outstanding Notes the consent of whose Holders is necessary for waiver of compliance with certain provisions of this Indenture or for waiver of certain defaults.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Obligors shall mail to the Holders affected thereby a notice briefly describing the amendment, supplement or waiver. The Obligors will mail supplemental indentures to Holders upon request. Any failure of the Obligors to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture or waiver.

SECTION 9.03. Revocation and Effect of Consent. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the Note of the consenting Holder, even if notation of the consent is not made on any Note. Subject to the following paragraph, any such Holder or subsequent Holder may revoke the consent as to its Note or portion of its Note. Such revocation shall be effective only if the Trustee receives the notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver shall become effective on receipt by the Registrar of written consents from the Holders of the requisite percentage in principal amount of the outstanding Notes and notification to the Trustee thereof.

The Obligors may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment, supplement or waiver. If a record date is fixed, then, notwithstanding the last two sentences of the immediately preceding paragraph, those persons who were Holders at such record date (or their duly designated proxies) and only those persons shall be entitled to consent to such amendment, supplement or waiver or to revoke any consent previously given, whether or not such persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 90 days after such record date.

After an amendment, supplement or waiver becomes effective, it shall bind every Holder unless it is of the type described in any of clauses (i) through (viii) of Section 9.02. In case of an amendment or waiver of the type described in clauses (i) through (viii) of Section 9.02, the amendment or waiver shall bind each Holder who has consented to it and every subsequent Holder of a Note that evidences the same indebtedness as the Note of the consenting Holder.

SECTION 9.04. Notation on or Exchange of Notes. If an amendment, supplement or waiver changes the terms of a Note, the Trustee may require the Holder to deliver such Note to the Trustee. At the Obligors' expense, the Trustee may place an appropriate notation on the Note

about the changed terms and return it to the Holder and the Trustee may place an appropriate notation on any Note thereafter authenticated. Alternatively, if the Obligors or the Trustee so determine, the Obligors in exchange for the Note shall issue and the Trustee shall authenticate a new Note that reflects the changed terms.

SECTION 9.05. Trustee to Sign Amendments, Etc. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of any amendment, supplement or waiver authorized pursuant to this Article Nine is authorized or permitted by this Indenture. Subject to the preceding sentence, the Trustee shall sign such amendment, supplement or waiver if the same does not adversely affect the rights, duties or immunities of the Trustee under this Indenture or otherwise. The Trustee may, but shall not be obligated to, execute any such amendment, supplement or waiver that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 9.06. Conformity with Trust Indenture Act. Every supplemental indenture executed pursuant to this Article Nine shall conform to the requirements of the TIA as then in effect.

ARTICLE TEN
GUARANTY OF NOTES

SECTION 10.01. Guaranty. Subject to the provisions of this Article Ten, the Company hereby fully, unconditionally and irrevocably guarantees to each Holder and to the Trustee on behalf of the Holders: (i) the due and punctual payment of the principal of, premium, if any, and interest on each Note, when and as the same shall become due and payable, whether at maturity, by acceleration or otherwise, the due and punctual payment of interest on the overdue principal of and interest, if any, on the Notes, to the extent lawful, and the due and punctual performance of all other obligations of the Obligors to the Holders or the Trustee, all in accordance with the terms of such Note and this Indenture and (ii) in the case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, at Stated Maturity, by acceleration or otherwise. The Company hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of the Obligors, any right to require a proceeding first against the Obligors, the benefit of discussion, protest or notice with respect to any such Note or the debt evidenced thereby and all demands whatsoever, and covenants that this Guaranty will not be discharged as to any such Note except by payment in full of the principal thereof and interest thereon and as provided in Section 8.01 and Section 8.02 (subject to Section 8.06). The maturity of the obligations guaranteed hereby may be accelerated as provided in Article Six for the purposes of this Article Ten. In the event of any declaration of acceleration of such obligations as provided in Article Six, such obligations (whether or not due and payable) shall forthwith become due and payable by the Company for the purpose of this

Article Ten. In addition, without limiting the foregoing provisions, upon the effectiveness of an acceleration under Article Six, the Trustee shall promptly make a demand for payment on the Notes under the Guaranty provided for in this Article Ten.

If the Trustee or the Holder of any Note is required by any court or otherwise to return to the Obligors or the Company, or any custodian, receiver, liquidator, trustee, sequestrator or other similar official acting in relation to the Obligors or the Company, any amount paid to the Trustee or such Holder in respect of a Note, this Guaranty, to the extent theretofore discharged, shall be reinstated in full force and effect. The Company further agrees, to the fullest extent that it may lawfully do so, that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Six hereof for the purposes of this Guaranty, notwithstanding any stay, injunction or other prohibition extant under any applicable bankruptcy law preventing such acceleration in respect of the obligations Guaranteed hereby.

The Company hereby irrevocably waives any claim or other rights which it may now or hereafter acquire against the Obligors that arise from the existence, payment, performance or enforcement of its obligations under this Guaranty and this Indenture, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, any right to participate in any claim or remedy of the Holders against the Obligors or any collateral which any such Holder or the Trustee on behalf of such Holder hereafter acquires, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Obligors, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to the Company in violation of the preceding sentence and the principal of, premium, if any, and accrued interest on the Notes shall not have been paid in full, such amount shall be deemed to have been paid to the Company for the benefit of, and held in trust for the benefit of, the Holders, and shall forthwith be paid to the Trustee for the benefit of the Holders to be credited and applied upon the principal of, premium, if any, and accrued interest on the Notes. The Company acknowledges that it will receive direct and indirect benefits from the issuance of the Notes pursuant to this Indenture and that the waivers set forth in this Section 10.01 are knowingly made in contemplation of such benefits.

The Guaranty set forth in this Section 10.01 shall not be valid or become obligatory for any purpose with respect to a Note until the certificate of authentication on such Note shall have been signed by or on behalf of the Trustee.

SECTION 10.02. Obligations Unconditional. Subject to Section 10.05, nothing contained in this Article Ten or elsewhere in this Indenture or in the Notes is intended to or shall impair, as among the Company and the Holders of the Notes, the obligation of the Company, which is absolute and unconditional, upon failure by the Obligors, to pay to the Holders of the Notes the principal of, premium, if any, and interest on the Notes as and when the same shall become due

and payable in accordance with their terms, or is intended to or shall affect the relative rights of the Holders of the Notes and creditors of the Company, nor shall anything herein or therein prevent the Holder of any Note or the Trustee on their behalf from exercising all remedies otherwise permitted by applicable law upon default under this Indenture.

Without limiting the foregoing, nothing contained in this Article Ten will restrict the right of the Trustee or the Holders of the Notes to take any action to declare the Guaranty to be due and payable prior to the Stated Maturity of the Notes pursuant to Section 6.02 or to pursue any rights or remedies hereunder.

SECTION 10.03. Notice to Trustee. The Company shall give prompt written notice to the Trustee of any fact known to the Company which would prohibit the making of any payment to or by the Trustee in respect of the Guaranty pursuant to the provisions of this Article Ten.

SECTION 10.04. This Article Not to Prevent Events of Default. The failure to make a payment on account of principal of, premium, if any, or interest on the Notes by reason of any provision of this Article will not be construed as preventing the occurrence of an Event of Default.

SECTION 10.05. Limitation. Notwithstanding any other provision of this Indenture or the Notes, the obligations of the Company will be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of the Company and after giving effect to any collections from or payments made by or on behalf of any Obligor in respect of the obligations of such Obligor under this Indenture, will result in the obligations of the Company under its Guaranty not constituting a fraudulent conveyance or fraudulent transfer under applicable law.

ARTICLE ELEVEN
MISCELLANEOUS

SECTION 11.01. Trust Indenture Act of 1939. Prior to the effectiveness of the Registration Statement, this Indenture shall incorporate and be governed by the provisions of the TIA that are required to be part of and to govern indentures qualified under the TIA. After the effectiveness of the Registration Statement, this Indenture shall be subject to the provisions of the TIA that are required to be a part of this Indenture and shall, to the extent applicable, be governed by such provisions.

SECTION 11.02. Notices. Any notice or communication shall be sufficiently given if in writing and delivered in person or mailed by first-class mail addressed as follows:

if to the Obligors or the Company, to each of them care of:

Renaissance Media Group LLC
1 Cable Vision Center
Suite 100
Ferndale, New York 12734
Attention: Executive Vice President
& Chief Financial Officer
Facsimile Number: (914) 295-2601

if to the Trustee:

United States Trust Company of New York
114 West 47/th/ Street
New York, New York 10036-1532
Attention: Corporate Trust Division: 25/th/ Floor
Facsimile Number: (212) 852-1626

The Obligors, the Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Holder shall be mailed to him at his address as it appears on the Security Register by first-class mail and shall be sufficiently given to him if so mailed within the time prescribed. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Copies of any such communication or notice to a Holder shall also be mailed to the Trustee and each Agent at the same time.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. Except for a notice to the Trustee, which is deemed given only when received, and except as otherwise provided in this Indenture, if a notice or communication is mailed in the manner provided in this Section 11.02, it is duly given, whether or not the addressee receives it.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Obligors, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

SECTION 11.03. Certificate and Opinion as to Conditions Precedent. Upon
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any request or application by the Obligors or the Company to the Trustee to take any action under this Indenture, the Obligors or the Company shall furnish to the Trustee:

(i) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(ii) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such Counsel, all such conditions precedent have been complied with.

SECTION 11.04. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each person signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion is based;

(iii) a statement that, in the opinion of each such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether or not, in the opinion of each such person, such condition or covenant has been complied with; provided, however, that, with respect to matters of fact, an Opinion of Counsel may rely on an Officers' Certificate or certificates of public officials.

SECTION 11.05. Rules by Trustee, Paying Agent or Registrar. The Trustee may make reasonable rules for action by or at a meeting of Holders. The Paying Agent or Registrar may make reasonable rules for its functions.

SECTION 11.06. Payment Date Other Than a Business Day. If an Interest Payment Date, Redemption Date, Payment Date, Stated Maturity or date of maturity of any Note shall not be a Business Day, then payment of principal of, premium, if any, or interest on such Note, as the case may be, need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, Payment Date or Redemption Date, or at the Stated Maturity or date of maturity of such Note; provided that no interest shall accrue for the period from and after such Interest Payment Date, Payment Date, Redemption Date, Stated Maturity or date of maturity, as the case may be.

SECTION 11.07. Governing Law. This Indenture and the Notes shall be governed by the laws of the State of New York. Each of the Trustee, the Obligors, the Company and the Holders agrees to submit to the jurisdiction of the courts of the State of New York in any action or proceeding arising out of or relating to this Indenture or the Notes.

SECTION 11.08. No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret another indenture, loan or debt agreement of the Obligors, the Company or any of their Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 11.09. No Recourse Against Others. No recourse for the payment of the principal of, premium, if any, or interest on any of the Notes, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Obligors or the Company contained in this Indenture or in any of the Notes or the Guaranty, or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator or against any past, present or future partner, stockholder, member, officer, director, member of a board of representatives, employee or controlling person, as such, of an Obligor or the Company or of any successor Person, either directly or through the Obligors or the Company or any successor Person, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of the Notes.

SECTION 11.10. Successors. All agreements of the Obligors and the Company in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 11.11. Duplicate Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 11.12. Separability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 11.13. Table of Contents, Headings, Etc. The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms and provisions hereof.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the date first written above.

RENAISSANCE MEDIA (LOUISIANA) LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: President

RENAISSANCE MEDIA (TENNESSEE) LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: President

RENAISSANCE MEDIA CAPITAL CORPORATION

By: /s/ Fred Schulte

Name: Fred Schulte
Title: President

RENAISSANCE MEDIA GROUP LLC

By: /s/ Fred Schulte

Name: Fred Schulte
Title: President

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee

By: /s/ James D. Nesci

Name: James D. Nesci
Title: Assistant Vice President

EXHIBIT A

[FACE OF NOTE]

RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION

10% Senior Discount Note due 2008

[CUSIP] [CINS] [ISIN] [_____]

No. ____ $_____

The following information is supplied for purposes of Sections 1273 and 1275 of the Internal Revenue Code:

Issue Date: April 9, 1998

Yield to maturity for period from Issue Date to April 15, 2008: 10%, compounded semiannually on April 15 and October 15, commencing October 15, 1998 (computed without giving effect to the additional payments of interest in the event the issuer fails to commence the exchange offer or cause the registration statement to be declared effective, each as described on the reverse hereof)

Original issue discount under Section 1273 of the Internal Revenue Code (for each $1,000 principal amount): $887.09

Issue Price (for each $1,000 principal amount): $612.91

RENAISSANCE MEDIA (LOUISIANA) LLC, a Delaware limited liability company ("Renaissance Louisiana"), RENAISSANCE MEDIA (TENNESSEE) LLC, a Delaware limited liability company ("Renaissance Tennessee"), RENAISSANCE MEDIA CAPITAL CORPORATION, a Delaware corporation, as issuers ("Renaissance Capital" and together with Renaissance Louisiana and Renaissance Tennessee, the "Obligors," which term includes any successor under the Indenture hereinafter referred to), for value received, each jointly and severally promises to pay to _____, or its registered assigns, the principal sum of _____ ($____) on April 15, 2008, to be fully and unconditionally guaranteed on a senior basis by RENAISSANCE MEDIA GROUP LLC, a Delaware limited liability company (the "Company").

Interest Payment Dates: April 15 and October 15, commencing October 15, 2003.

Regular Record Dates: April 1 and October 1.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Obligors have caused this Note to be signed manually or by facsimile by its duly authorized officers.

RENAISSANCE MEDIA (LOUISIANA) LLC

By:

Name:
Title:

By:

Name:
Title:

RENAISSANCE MEDIA (TENNESSEE) LLC

By:

Name:
Title:

By:

Name:
Title:

RENAISSANCE MEDIA CAPITAL CORPORATION

By:

Name:
Title:

By:

Name:
Title:

(Trustee's Certificate of Authentication)

This is one of the 10% Senior Discount Notes due 2008 described in the within-mentioned Indenture.

Date: April 9, 1998

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee

By:

Authorized Signatory

[REVERSE SIDE OF NOTE]

RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION

10% Senior Discount Note due 2008

1. Principal and Interest.

The Obligors will, jointly and severally, pay the principal of this Note on April 15, 2008.

The Obligors promise, jointly and severally, to pay interest on the principal amount of this Note on each Interest Payment Date, as set forth below, at the rate per annum shown above.

Interest will be payable semiannually (to the holders of record of the Notes at the close of business on the April 1 or October 1 immediately preceding the Interest Payment Date) on each Interest Payment Date, commencing October 15, 2003; provided that no interest shall accrue on the principal amount of this Note prior to April 15, 2003 and no interest shall be paid on this Note prior to October 15, 2003, except as provided in the next paragraph.

If an exchange offer (the "Exchange Offer") registered under the Securities Act is not consummated and a shelf registration statement (the "Shelf Registration Statement") under the Securities Act with respect to resales of the Notes is not declared effective by the Commission, on or before October 9, 1998 in accordance with the terms of the Registration Rights Agreement dated April 6, 1998 between the Obligors, the Company and Morgan Stanley & Co. Incorporated, interest (in addition to the accrual of original issue discount during the period ending April 15, 2003 and in addition to the interest otherwise due on the Notes after such date) will accrue, at an annual rate of 0.5% of Accreted Value on the preceding Semiannual Accrual Date on the Notes from October 9, 1998, payable in cash semiannually, in arrears, on each Interest Payment Date, commencing April 15, 1999 until the Exchange Offer is consummated or the Shelf Registration Statement is declared effective. The Holder of this Note is entitled to the benefits of such Registration Rights Agreement.

Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from April 15, 2003; provided that, if there is no existing default in the payment of interest and this Note is authenticated between a Regular Record Date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from

such Interest Payment Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Obligors shall, jointly and severally, pay interest on overdue principal and premium, if any, and interest on overdue installments of interest, to the extent lawful, at a rate per annum that is 2% in excess of the rate otherwise payable.

2. Method of Payment.

The Obligors will pay interest (except defaulted interest) on the principal amount of the Notes as provided above on each April 15 and October 15, commencing October 15, 2003 to the persons who are Holders (as reflected in the Security Register at the close of business on the April 1 or October 1 immediately preceding the Interest Payment Date), in each case, even if the Note is canceled on registration of transfer or registration of exchange after such record date; provided that, with respect to the payment of principal, the Obligors will make payment to the Holder that surrenders this Note to a Paying Agent on or after April 15, 2008.

The Obligors will pay principal, premium, if any, and as provided above, interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Obligors may pay principal, premium, if any, and interest by its check payable in such money. It may mail an interest check to a Holder's registered address (as reflected in the Security Register). If a payment date is a date other than a Business Day at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day and no interest shall accrue for the intervening period.

3. Paying Agent and Registrar.

Initially, the Trustee will act as authenticating agent, Paying Agent and Registrar. The Obligors may change any authenticating agent, Paying Agent or Registrar without notice. The Obligors, any Subsidiary or any Affiliate of any of them may act as Paying Agent, Registrar or co-Registrar.

4. Indenture; Limitations.

The Obligors issued the Notes under an Indenture dated as of April 9, 1998 (the "Indenture"), between the Obligors, as issuers, the Company, as guarantor, and United States Trust Company of New York, as trustee (the "Trustee"). Capitalized terms herein are used as defined in the Indenture unless otherwise indicated. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms. To the extent permitted by applicable law, in the

event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture shall control.

The Notes are general unsecured obligations of the Obligors.

The Company may, subject to Article Four of the Indenture and applicable law, issue additional Notes under the Indenture.

5. Optional Redemption.

The Notes will be redeemable, at the Obligors' option, in whole or in part, at any time or from time to time, on or after April 15, 2003 and prior to maturity, upon not less than 30 nor more than 60 days' prior notice mailed by first class mail to each Holder's last address, as it appears in the Security Register, at the following Redemption Prices (expressed in percentages of principal amount at maturity), plus accrued and unpaid interest, if any, to the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date that is on or prior to the Redemption Date to receive interest due on an Interest Payment Date), if redeemed during the 12-month period commencing April 15 of the years set forth below:

Year	Redemption Price
2003.....	105.000%
2004.....	103.333
2005.....	101.667
2006 and thereafter...	100.000

In addition, at any time and from time to time prior to April 15, 2001, the Obligors may redeem up to 35% of the principal amount at maturity of the Notes with the proceeds of one or more sales of Capital Stock (other than Disqualified Stock) of the Company or an Obligor to a Person other than the Company or any Subsidiary of the Company, at any time or from time to time in part, at a Redemption Price (expressed as a percentage of Accreted Value on the Redemption Date) of 110.000%; provided that at least $106.0 million aggregate principal amount at maturity of Notes remains outstanding after each such redemption and notice of any such redemption is mailed within 60 days after the related sale of Capital Stock.

Notice of any optional redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at his last address as it appears in the Security Register. Notes in original denominations larger than $1,000 may be redeemed in part. On and after the Redemption Date, interest ceases to accrue and the original issue discount ceases to accrete on Notes or portions of Notes called for redemption, unless the Obligors default in the payment of the Redemption Price.

6. Repurchase upon Change of Control.

Upon the occurrence of any Change of Control, each Holder shall have the right to require the repurchase of its Notes by the Obligors in cash pursuant to the offer described in the Indenture at a purchase price equal to 101% of the Accreted Value thereof plus accrued interest, if any, to the date of purchase (the "Payment Date").

A notice of such Change of Control will be mailed within 30 days after any Change of Control occurs to each Holder at his last address as it appears in the Security Register. Notes in original denominations larger than $1,000 may be sold to the Obligors in part. On and after the Payment Date, interest ceases to accrue and original issue discount ceases to accrete on Notes or portions of Notes surrendered for purchase by the Obligors, unless the Obligors default in the payment of the purchase price.

The Obligors are not required to make an Offer to Purchase if a third party makes an Offer to Purchase and repurchases all Notes validly tendered and not withdrawn under such Offer to Purchase.

7. Denominations; Transfer; Exchange.

The Notes are in registered form without coupons in denominations of $1,000 of principal amount at maturity and multiples of $1,000 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer or exchange of any Notes selected for redemption. Also, it need not register the transfer or exchange of any Notes for a period of 15 days before the day of mailing of a notice of redemption of Notes selected for redemption.

8. Persons Deemed Owners.

A Holder shall be treated as the owner of a Note for all purposes.

9. Unclaimed Money.

If money for the payment of principal, premium, if any, or interest remains unclaimed for two years, the Trustee and the Paying Agent will pay the money back to the Obligors at their request. After that, Holders entitled to the money must look to the Obligors for payment, unless an abandoned property law designates another Person, and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

10. Discharge Prior to Redemption or Maturity.

If the Obligors deposit with the Trustee money or U.S. Government Obligations sufficient to pay the then outstanding principal of, premium, if any, and accrued interest on the Notes (a) to redemption or maturity, the Obligors and the Company will be discharged from the Indenture and the Notes, except in certain circumstances for certain sections thereof, and (b) to the Stated Maturity, the Obligors and the Company will be discharged from certain covenants set forth in the Indenture.

11. Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding, and any existing default or compliance with any provision may be waived with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding. Without notice to or the consent of any Holder, the parties thereto may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency and make any change that does not adversely affect the legal rights under the Indenture of any Holder in any material respect.

12. Restrictive Covenants.

The Indenture imposes certain limitations on the ability of the Company and its Restricted Subsidiaries, among other things, to Incur additional Indebtedness, make Restricted Payments, suffer to exist restrictions on the ability of Restricted Subsidiaries to make certain payments to the Company, issue Capital Stock of Restricted Subsidiaries, Guarantee Indebtedness of the Company, engage in transactions with Affiliates, suffer to exist or incur Liens, enter into sale-leaseback transactions, use the proceeds from Asset Sales, or, with respect to the Company and the Obligors, merge, consolidate or transfer substantially all of their assets. Within 45 days after the end of each fiscal quarter (90 days after the end of the last fiscal quarter of each year), the Company shall deliver to the Trustee an Officers' Certificate stating whether or not the signers thereof know of any Default or Event of Default under such restrictive covenants.

Renaissance Louisiana and/or Renaissance Tennessee will be automatically, completely and unconditionally released and discharged from its obligations in respect of the Notes upon the sale or other disposition (in compliance with the first sentence of Section 4.11 of the Indenture) of all of the Company's and each of its Restricted Subsidiary's Capital Stock in such Obligor to any Person that is not an Affiliate of the Company; provided that such sale is not governed by the provisions of Article Five of the Indenture and after any such release and discharge at least one Obligor shall remain an obligor on the Notes.

13. Successor Persons.

When a successor person or other entity assumes all the obligations of its predecessor under the Notes and the Indenture, the predecessor person will be released from those obligations.

14. Defaults and Remedies.

Any of the following events constitutes an "Event of Default" under the Indenture: (a) default in the payment of principal of (or premium, if any, on) any Note when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise; (b) default in the payment of interest on any Note when the same becomes due and payable, and such default continues for a period of 30 days; (c) default in the performance or breach of the provisions of Article Five or the failure to make or consummate an Offer to Purchase in accordance with Sections 4.11 or 4.12 of the Indenture; (d) the Company or the Obligors default in the performance of or breaches any other covenant or agreement of the Company or the Obligors in the Indenture or under the Notes (other than a default specified in clause (a), (b) or (c) above) and such default or breach continues for a period of 30 consecutive days after written notice by the Trustee or the Holders of 25% or more in aggregate principal amount of the Notes; (e) there occurs with respect to any issue or issues of Indebtedness of the Company or any Significant Subsidiary having an outstanding principal amount of $10 million or more in the aggregate for all such issues of all such Persons, whether such Indebtedness now exists or shall hereafter be created, (I) an event of default that has caused the holder thereof to declare such Indebtedness to be due and payable prior to its Stated Maturity and such Indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 30 days of such acceleration and/or (II) the failure to make a principal payment at the final (but not any interim) fixed maturity and such defaulted payment shall not have been made, waived or extended within 30 days of such payment default; (f) any final judgment or order (not covered by insurance) for the payment of money in excess of $10 million in the aggregate for all such final judgments or orders against all such Persons (treating any deductibles, self-insurance or retention as not so covered) shall be rendered against the Company or any Significant Subsidiary and shall not be paid or discharged, and there shall be any period of 30 consecutive days following entry of the final judgment or order that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged against all such Persons to exceed $10 million during which a stay of enforcement of such final judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; (g) a court having jurisdiction in the premises enters a decree or order for (A) relief in respect of the Company or any Significant Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (B) appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Significant Subsidiary or for all or substantially all of the property and assets of the Company or any Significant Subsidiary or (C) the winding up or liquidation of the affairs of the Company or any Significant Subsidiary and, in each case, such decree or order shall remain unstayed and in effect for a period of 30 consecutive days; (h) the Company or any Significant

Subsidiary (A) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (B) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Significant Subsidiary or for all or substantially all of the property and assets of the Company or any Significant Subsidiary or (C) effects any general assignment for the benefit of creditors; or (i) the Guaranty or any Subsidiary Guarantee ceases to be in full force and effect (except as contemplated by the terms thereof) or the Company or any Subsidiary Guarantor denies or disaffirms its obligations under the Indenture, the Guaranty or any Subsidiary Guarantee.

If an Event of Default (other than an Event of Default specified in clause (g) or (h) of Section 6.01 of the Indenture that occurs with respect to the Company or an Obligor) occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to the Obligors (and to the Trustee if such notice is given by the Holders), may, and the Trustee at the request of such Holders shall, declare the Accreted Value of, premium, if any, and accrued interest on the Notes to be immediately due and payable. If a bankruptcy or insolvency default with respect to the Company or any Significant Subsidiary occurs and is continuing, the Accreted Value of, premium, if any, and accrued interest on the Notes automatically becomes due and payable. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of at least a majority in principal amount of the Notes then outstanding may direct the Trustee in its exercise of any trust or power.

15. Trustee Dealings with the Obligors or the Company.

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Obligors or the Company or their Affiliates and may otherwise deal with the Obligors or the Company or their Affiliates as if it were not the Trustee.

16. Guarantee.

The Obligors' obligations under the Notes are fully, unconditionally and irrevocably guaranteed by the Company.

17. No Recourse Against Others.

No incorporator or any past, present or future partner, stockholder, member, officer, director, member of a board of representatives, employee or controlling person, as such, of an Obligor or the Company or of any successor Person shall have any liability for any obligations of the Obligors or the Company under the Notes, the Guaranty or the Indenture or for any claim

based on, in respect of or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.

18. Authentication.

This Note shall not be valid until the Trustee or authenticating agent signs the certificate of authentication on the other side of this Note.

19. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

The Obligors will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to the Obligors at: Renaissance Media Group LLC, 1 Cable Vision Center, Suite 100, Ferndale, New York 12734; Attention: Executive Vice President and Chief Financial Officer.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED the undersigned registered holder hereby sell(s), assign(s) and transfer(s) unto

Insert Taxpayer Identification No.
- ----------

- ----------
Please print or typewrite name and address including zip code of assignee

- ----------
the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note on the books of the Obligors with full power of substitution in the premises.

[THE FOLLOWING PROVISION TO BE INCLUDED
ON ALL NOTES OTHER THAN EXCHANGE NOTES,
PERMANENT OFFSHORE GLOBAL NOTES AND
UNLEGENDED OFFSHORE PHYSICAL NOTES]

In connection with any transfer of this Note occurring prior to the date which is the earlier of (i) the date the Shelf Registration Statement with respect to resales of the Notes is declared effective or (ii) the end of the period referred to in Rule 144(k) under the Securities Act, the undersigned confirms that without utilizing any general solicitation or general advertising that:

[Check One]

[_] (a) this Note is being transferred in compliance with the exemption from registration under the Securities Act of 1933, as amended, provided by Rule 144A thereunder.

or
--

[_] (b) this Note is being transferred other than in accordance with (a) above and documents are being furnished which comply with the conditions of transfer set forth in this Note and the Indenture.

If none of the foregoing boxes is checked, the Trustee or other Registrar shall not be obligated to register this Note in the name of any Person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Section 2.08 of the Indenture shall have been satisfied.

Date:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within-mentioned instrument in every particular, without alteration or any change whatsoever.

TO BE COMPLETED BY PURCHASER IF (a) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Obligors as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated:

NOTICE: To be executed by an executive officer

OPTION OF HOLDER TO ELECT PURCHASE

If you wish to have this Note purchased by the Obligors pursuant to Section 4.11 or 4.12 of the Indenture, check the Box: [_]

If you wish to have a portion of this Note purchased by the Obligors pursuant to Section 4.11 or 4.12 of the Indenture, state the amount (in principal amount at maturity): $_____.

Date:

Your Signature:

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee:

EXHIBIT B

Form of Certificate

_____ , ____

United States Trust Company of New York
114 West 47/th/ Street
New York, New York 10036-1532
Attention: Corporate Trust Division: 25/th/ Floor

Re: RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION (together, the "Company")

10% Senior Discount Notes due 2008 (the "Notes")

Dear Sirs:

This letter relates to U.S. $_____ principal amount at maturity of Notes represented by a Note (the "Legended Note") which bears a legend outlining restrictions upon transfer of such Legended Note. Pursuant to Section 2.01 of the Indenture dated as of April 9, 1998 (the "Indenture") relating to the Notes, we hereby certify that we are (or we will hold such securities on behalf of) a person outside the United States to whom the Notes could be transferred in accordance with Rule 904 of Regulation S promulgated under the U.S. Securities Act of 1933, as amended. Accordingly, you are hereby requested to exchange the legended certificate for an unlegended certificate representing an identical principal amount at maturity of Notes, all in the manner provided for in the Indenture.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this certificate have the meanings set forth in Regulation S.

Very truly yours,

[Name of Holder]

By:

Authorized Signature

EXHIBIT C

Form of Certificate to Be
Delivered in Connection with
Transfers to Non-QIB Accredited Investors

_____, ____

United States Trust Company of New York
114 West 47/th/ Street
New York, New York 10036-1532
Attention: Corporate Trust Division: 25/th/ Floor

Re: RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION (together, the "Company")
10% Senior Discount Notes due 2008 (the "Notes")

Dear Sirs:

In connection with our proposed purchase of $_____ aggregate principal amount at maturity of the Notes, we confirm that:

1. We understand that any subsequent transfer of the Notes is subject to certain restrictions and conditions set forth in the Indenture dated as of April 9, 1998 (the "Indenture") relating to the Notes and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes except in compliance with such restrictions and conditions and the Securities Act of 1933, as amended (the "Securities Act").

2. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell any Notes within the time period referred to in Rule 144(k) of the Securities Act, we will do so only (A) to Renaissance Media Group LLC or any subsidiary thereof, (B) in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) to an institutional "accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker-dealer) to you and to the Company a signed letter substantially in the form of this letter and, if such transfer is in respect of an aggregate accreted value of Notes at the time of transfer of less than $100,000, an opinion of counsel acceptable to the Company that such transfer is in compliance with the Securities Act, (D) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act, (E) pursuant to the exemption from registration provided

by Rule 144 under the Securities Act (if available) or (F) pursuant to an effective registration statement under the Securities Act, and we further agree to provide to any person purchasing any of the Notes from us a notice advising such purchaser that resales of the Notes are restricted as stated herein.

3. We understand that, on any proposed resale of any Notes, we will be required to furnish to you and the Company such certifications, legal opinions and other information as you and the Company may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to the foregoing effect.

4. We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

5. We are acquiring the Notes purchased by us for our own account or for one or more accounts (each of which is an institutional "accredited investor") as to each of which we exercise sole investment discretion.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferee]

By:

Authorized Signature

EXHIBIT D

Form of Certificate to Be Delivered in
Connection with Transfers Pursuant to Regulation S

_____, ____

United States Trust Company of New York
114 West 47/th/ Street
New York, New York 10036-1532
Attention: Corporate Trust Division: 25/th/ Floor

Re: RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION (together, the "Company")
10% Senior Discount Notes due 2008 (the "Notes")

Dear Sirs:

In connection with our proposed sale of U.S.$_____ aggregate principal amount at maturity of the Notes, we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the Securities Act of 1933, as amended, and, accordingly, we represent that:

(1) the offer of the Notes was not made to a person in the United States;

(2) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States;

(3) no directed selling efforts have been made by us in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable; and

(4) the transaction is not part of a plan or scheme to evade the registration requirements of the U.S. Securities Act of 1933.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this certificate have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By:

Authorized Signature

EXHIBIT 4.2

REGISTRATION RIGHTS AGREEMENT

Dated April 6, 1998

among

RENAISSANCE MEDIA GROUP LLC
RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION

and

MORGAN STANLEY & CO. INCORPORATED

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is made and entered into April 6, 1998, among RENAISSANCE MEDIA (LOUISIANA) LLC, a Delaware limited liability company ("Renaissance Louisiana"), RENAISSANCE MEDIA (TENNESSEE) LLC, a Delaware limited liability company ("Renaissance Tennessee"), RENAISSANCE MEDIA CAPITAL CORPORATION, a Delaware corporation ("Renaissance Capital" and together with Renaissance Louisiana and Renaissance Tennessee, the "Obligors"), RENAISSANCE MEDIA GROUP LLC (the "Guarantor" and together with the Obligors, the "Companies"), and MORGAN STANLEY & CO. INCORPORATED (the "Placement Agent").

This Agreement is made pursuant to the Placement Agreement dated April 6, 1998, between the Companies and the Placement Agent (the "Placement Agreement"), which provides for the sale by the Obligors to the Placement Agent of an aggregate of $163,175,000 aggregate principal amount at maturity of 10% Senior Discount Notes Due 2008 (the "Notes"), to be fully and unconditionally guaranteed on a senior basis by the Guarantor (the "Guaranty"). In order to induce the Placement Agent to enter into the Placement Agreement, the Companies have agreed to provide to the Placement Agent and its direct and indirect transferees the registration rights set forth in this Agreement. The execution of this Agreement is a condition to the closing under the Placement Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"1933 Act" shall mean the Securities Act of 1933, as amended from time to time.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"Closing Date" shall mean the Closing Date as defined in the Placement Agreement.

"Companies" shall have the meaning set forth in the preamble and shall also include each of the Companies' successors.

"Exchange Notes" shall mean securities issued by the Obligors and guaranteed by the Guarantor under the Indenture containing terms identical to the Notes, including the Guaranty (except that the Exchange Notes will not contain restrictions on transfer) and to be offered to Holders of Notes in exchange for Notes pursuant to the Exchange Offer.

"Exchange Offer" shall mean the exchange offer by the Companies of Exchange Notes for Registrable Notes pursuant to Section 2(a) hereof.

"Exchange Offer Registration" shall mean a registration under the 1933 Act effected pursuant to Section 2(a) hereof.

"Exchange Offer Registration Statement" shall mean an exchange offer registration statement on Form S-4 (or, if applicable, on another appropriate form) and all amendments and supplements to such registration statement, in each case including the Prospectus contained therein and all exhibits thereto.

"Guarantor" shall have the meaning set forth in the preamble and shall also include the Guarantor's successors.

"Holder" shall mean the Placement Agent, for so long as it owns any Registrable Notes, and each of its successors, assigns and direct and indirect transferees who become registered owners of Registrable Notes under the Indenture; provided that for purposes of Sections 4 and 5 of this Agreement, the term "Holder" shall include Participating Broker-Dealers (as defined in Section 4(a)).

"Indenture" shall mean the Indenture relating to the Notes dated as of April 9, 1998 among the Guarantor, the Obligors and United States Trust Company of New York, trustee, and as the same may be amended from time to time in accordance with the terms thereof.

"Majority Holders" shall mean the Holders of a majority of the aggregate principal amount at maturity of outstanding Registrable Notes;

provided that whenever the consent or approval of Holders of a specified percentage of Registrable Notes is required hereunder, Registrable Notes held by the Obligors or any of their affiliates (as such term is defined in Rule 405 under the 1933 Act) (other than the Placement Agent or subsequent holders of Registrable Notes if such subsequent holders are deemed to be such affiliates solely by reason of their holding of such Registrable Notes) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount.

"Obligors" shall have the meaning set forth in the preamble and shall also include each of the Obligor's successors.

"Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization, or a government or agency or political subdivision thereof.

"Placement Agent" shall have the meaning set forth in the preamble.

"Placement Agreement" shall have the meaning set forth in the preamble.

"Prospectus" shall mean the prospectus included in a Registration Statement, including any preliminary prospectus, and any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Notes covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including all material incorporated by reference therein.

"Registrable Notes" shall mean the Notes, including the Guaranty; provided, however, that the Notes shall cease to be Registrable Notes (i) when a Registration Statement with respect to such Notes and the Guaranty shall have been declared effective under the 1933 Act and such Notes shall have been disposed of pursuant to such Registration Statement, (ii) when such Notes have been sold to the public pursuant to Rule 144 (or any similar provision then in force, but not Rule 144A) under the 1933 Act or (iii) when such Notes shall have ceased to be outstanding.

"Registration Expenses" shall mean any and all expenses incident to performance of or compliance by the Guarantor and the Obligors with this Agreement, including without limitation: (i) all SEC, stock exchange or National Association of Securities Dealers, Inc. registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any underwriters or Holders in connection with blue sky qualification of any of the Exchange Notes or Registrable Notes), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any amendments or supplements thereto, any underwriting agreements, securities sales agreements and other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Guarantor and the Obligors and, in the case of a Shelf Registration

Statement, the fees and disbursements of one counsel for the Holders (which counsel shall be selected by the Majority Holders and which counsel may also be counsel for the Placement Agent) and (viii) the fees and disbursements of the independent public accountants of the Guarantor and the Obligors, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance, but excluding fees and expenses of counsel to the underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders; provided, however, that notwithstanding the foregoing, the
Guarantor and the Obligors shall not be responsible for underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Notes by a Holder.

"Registration Statement" shall mean any registration statement of the Guarantor and the Obligors that covers any of the Exchange Notes or Registrable Notes pursuant to the provisions of this Agreement and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein and all exhibits thereto.

"SEC" shall mean the Securities and Exchange Commission.

"Shelf Registration" shall mean a registration effected pursuant to Section 2(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Guarantor and the Obligors pursuant to the provisions of Section 2(b) of this Agreement which covers all of the Registrable Notes (but no other securities unless approved by the Holders whose Registrable Notes are covered by such Shelf Registration Statement) on an appropriate form under Rule 415 under the 1933 Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein and all exhibits thereto.

"TIA" shall have the meaning set forth in Section 3(l) hereof.

"Trustee" shall mean the trustee with respect to the Notes under the Indenture.

"Underwriters" shall have the meaning set forth in Section 3 hereof.

"Underwritten Registration" or "Underwritten Offering" shall mean a registration in which Registrable Notes are sold to an Underwriter for reoffering to the public.

Statement, the fees and disbursements of one counsel for the Holders (which counsel shall be selected by the Majority Holders and which counsel may also be counsel for the Placement Agent) and (viii) the fees and disbursements of the independent public accountants of the Guarantor and the Obligors, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance, but excluding fees and expenses of counsel to the underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders; provided, however, that notwithstanding the foregoing, the
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Guarantor and the Obligors shall not be responsible for underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Notes by a Holder.

"Registration Statement" shall mean any registration statement of the
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Guarantor and the Obligors that covers any of the Exchange Notes or Registrable Notes pursuant to the provisions of this Agreement and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein and all exhibits thereto.

"SEC" shall mean the Securities and Exchange Commission.

"Shelf Registration" shall mean a registration effected pursuant to
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Section 2(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration
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statement of the Guarantor and the Obligors pursuant to the provisions of Section 2(b) of this Agreement which covers all of the Registrable Notes (but no other securities unless approved by the Holders whose Registrable Notes are covered by such Shelf Registration Statement) on an appropriate form under Rule 415 under the 1933 Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein and all exhibits thereto.

"TIA" shall have the meaning set forth in Section 3(l) hereof.

"Trustee" shall mean the trustee with respect to the Notes under the
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Indenture.

"Underwriters" shall have the meaning set forth in Section 3 hereof.

"Underwritten Registration" or "Underwritten Offering" shall mean a
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registration in which Registrable Notes are sold to an Underwriter for reoffering to the public.

2. Registration Under the 1933 Act.

(a) To the extent not prohibited by any applicable law or applicable interpretation of the Staff of the SEC, each of the Guarantor and the Obligors shall use its best efforts to cause to be filed an Exchange Offer Registration Statement covering the offer by the Guarantor and the Obligors to the Holders to exchange all of the Registrable Notes for Exchange Notes and to have such Registration Statement remain effective until the closing of the Exchange Offer. The Guarantor and the Obligors shall commence the Exchange Offer promptly after the Exchange Offer Registration Statement has been declared effective by the SEC and use their best efforts to have the Exchange Offer consummated not later than 60 days after such effective date. The Guarantor and the Obligors shall commence the Exchange Offer by mailing the related Exchange Offer Prospectus and accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law:

(i) that the Exchange Offer is being made pursuant to this Registration Rights Agreement and that all Registrable Notes validly tendered will be accepted for exchange;

(ii) the dates of acceptance for exchange (which shall be a period of at least 20 business days from the date such notice is mailed) (the

"Exchange Dates");

(iii) that any Registrable Note not tendered will remain outstanding and continue to accrete in value until April 15, 2003 and thereafter will accrue interest, but will not retain any rights under this Registration Rights Agreement;

(iv) that Holders electing to have a Registrable Note exchanged pursuant to the Exchange Offer will be required to surrender such Registrable Note, together with the letters of transmittal enclosed with the Exchange Offer Prospectus, to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice prior to the close of business on the last Exchange Date; and

(v) that Holders will be entitled to withdraw their election, not later than the close of business on the last Exchange Date, by sending to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount at maturity of Registrable Notes delivered for exchange and a statement that such Holder is withdrawing his election to have such Notes exchanged.

As a condition to its participation in the Exchange Offer, each Holder of Registrable Notes (including, without limitation, any Holder who is a Participating Broker-

Dealer) shall furnish, upon the request of the Companies, prior to the consummation of the Exchange Offer, a written representation to the Companies (which may be contained in the letter of transmittal enclosed with the Exchange Offer Prospectus) to the effect that (A) it is not an Affiliate of the Companies and (B) it is not engaged in and does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution of the Exchange Notes to be issues in the Exchange Offer and (C) it is acquiring the Exchange Notes in the ordinary course of business.

As soon as practicable after the last Exchange Date, the Guarantor and the Obligors shall:

(i) accept for exchange Registrable Notes or portions thereof tendered and not validly withdrawn pursuant to the Exchange Offer; and

(ii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Notes or portions thereof so accepted for exchange by the Guarantor and the Obligors and issue, and cause the Trustee to promptly authenticate and mail to each Holder, an Exchange Note equal in accreted value and principal amount at maturity to the accreted value and principal amount at maturity of the Registrable Notes surrendered by such Holder.

Each of the Guarantor and the Obligors shall use its best efforts to complete the Exchange Offer as provided above and shall comply with the applicable requirements of the 1933 Act, the 1934 Act and other applicable laws and regulations in connection with the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than customary procedural conditions set forth in the Exchange Offer Prospectus and that the Exchange Offer does not violate applicable law or any applicable interpretation of the Staff of the SEC. The Guarantor and the Obligors shall inform the Placement Agent of the names and addresses of the Holders to whom the Exchange Offer is made, and the Placement Agent shall have the right, subject to applicable law, to contact such Holders and otherwise facilitate the tender of Registrable Notes in the Exchange Offer.

(b) In the event that (i) the Guarantor and the Obligors determine that the Exchange Offer Registration provided for in Section 2(a) above is not available or may not be consummated as soon as practicable after the last Exchange Date because it would violate applicable law or the applicable interpretations of the Staff of the SEC, (ii) the Exchange Offer is not for any other reason consummated by October 9, 1998 or (iii) the Exchange Offer has been completed and in the opinion of counsel for the Placement Agent a Registration Statement must be filed and a Prospectus must be delivered by the Placement Agent in connection with any offering or sale of Registrable Notes, each of the Guarantor and the Obligors shall use its best efforts to cause to be filed as soon as practicable after such determination, date or notice

of such opinion of counsel is given to the Guarantor and the Obligors, as the case may be, a Shelf Registration Statement providing for the sale by the Holders of all of the Registrable Notes and to have such Shelf Registration Statement declared effective by the SEC. In the event the Guarantor and the Obligors are required to file a Shelf Registration Statement solely as a result of the matters referred to in clause (iii) of the preceding sentence, each of the Guarantor and the Obligors shall use its best efforts to file and have declared effective by the SEC both an Exchange Offer Registration Statement pursuant to Section 2(a) with respect to all Registrable Notes and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Notes held by the Placement Agent after completion of the Exchange Offer. Each of the Guarantor and the Obligors agrees to use its best efforts to keep the Shelf Registration Statement continuously effective until the expiration of the period referred to in Rule 144(k) under the Securities Act after the Closing Date with respect to all Registrable Notes covered by the Shelf Registration Statement or such shorter period that will terminate when all of the Registrable Notes covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement. Each of the Guarantor and the Obligors further agrees to supplement or amend the Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used by the Guarantor and the Obligors for such Shelf Registration Statement or by the 1933 Act or by any other rules and regulations thereunder for shelf registration or if reasonably requested by a Holder with respect to information relating to such Holder, and to use its best efforts to cause any such amendment to become effective and such Shelf Registration Statement to become usable as soon as thereafter practicable. Each of the Guarantor and the Obligors agrees to furnish to the Holders of Registrable Notes copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Guarantor and the Obligors shall pay all Registration Expenses in connection with the registration pursuant to Section 2(a) or Section 2(b). Each Holder shall pay all underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Notes pursuant to the Shelf Registration Statement.

(d) An Exchange Offer Registration Statement pursuant to Section 2(a) hereof or a Shelf Registration Statement pursuant to Section 2(b) hereof will not be deemed to have become effective unless it has been declared effective by the SEC; provided, however, that, if, after it has been declared effective, the
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offering of Registrable Notes pursuant to a Shelf Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, such Registration Statement will be deemed not to have become effective during the period of such interference until the offering of Registrable Notes pursuant to such Registration Statement may legally resume. In the event the Exchange Offer is not consummated and the Shelf Registration Statement is not declared effective on or prior to October 9, 1998, interest on the Notes (in

addition to the accrual of original issue discount during the period ending April 15, 2003 and in addition to interest otherwise due on the Notes after such date) will accrue from October 9, 1998 at a rate of 0.5% per annum of the accreted value of the Notes on the preceding semi-annual accrual date and be payable in cash semi-annually commencing April 15, 1999 until the Exchange Offer is consummated or the Shelf Registration Statement is declared effective.

(e) Without limiting the remedies available to the Placement Agent and the Holders, each of the Guarantor and the Obligors acknowledges that any failure by the Guarantor and the Obligors to comply with its obligations under Section 2(a) and Section 2(b) hereof may result in material irreparable injury to the Placement Agent or the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Placement Agent or any Holder may obtain such relief as may be required to specifically enforce the Guarantor's and the Obligors' obligations under Section 2(a) and Section 2(b) hereof.

(f) No Holder of Registrable Notes may include any of its Registrable Notes in any Shelf Registration pursuant to this Agreement unless and until such Holder furnishes to the Companies in writing, within 20 days after receipt of a request therefor, such information as the Companies reasonably request, including the information specified in Item 507 or 508 of Regulation S-K, as applicable, for use in connection with any Shelf Registration or Prospectus or preliminary prospectus included therein. No Holder of Registrable Notes shall be entitled to the additional interest provided for in Section 2(d) that would otherwise accrue or be payable during the period of time commencing with the end of the 20 day period and ending on the date the requested information is provided to the Companies.

3. Registration Procedures.

In connection with the obligations of the Guarantor and the Obligors with respect to the Registration Statements pursuant to Section 2(a) and Section 2(b) hereof, the Guarantor and the Obligors shall as expeditiously as possible:

(a) prepare and file with the SEC a Registration Statement on the appropriate form under the 1933 Act, which form (x) shall be selected by the Guarantor and the Obligors and (y) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Notes by the selling Holders thereof and (z) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith, and use its best efforts to cause such Registration Statement to become effective and remain effective in accordance with Section 2 hereof;

(b) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period and cause each Prospectus to be supplemented by any required prospectus supplement and, as so supplemented, to be filed pursuant to Rule 424 under the 1933 Act; to keep each Prospectus current during the period described under Section 4(3) and Rule 174 under the 1933 Act that is applicable to transactions by brokers or dealers with respect to the Registrable Notes or Exchange Notes;

(c) in the case of a Shelf Registration, furnish to each Holder of Registrable Notes, to counsel for the Placement Agent, to counsel for the Holders and to each Underwriter of an Underwritten Offering of Registrable Notes, if any, without charge and upon their request, as many copies of each Prospectus, including each preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder or Underwriter may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Notes; and each of the Guarantor and the Obligors consents to the use of such Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the selling Holders of Registrable Notes and any such Underwriters in connection with the offering and sale of the Registrable Notes covered by and in the manner described in such Prospectus or any amendment or supplement thereto in accordance with applicable law;

(d) use their best efforts to register or qualify the Registrable Notes under all applicable state securities or "blue sky" laws of such jurisdictions within the United States and its territories as any Holder of Registrable Notes covered by a Registration Statement shall reasonably request in writing by the time the applicable Registration Statement is declared effective by the SEC, to cooperate with such Holders in connection with any filings required to be made with the National Association of Securities Dealers, Inc. and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder to consummate the disposition in each such jurisdiction of such Registrable Notes owned by such Holder; provided, however, that neither the Guarantor nor any
Obligor shall be required to (i) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (ii) file any general consent to service of process or (iii) subject itself to taxation in any such jurisdiction if it is not so subject;

(e) in the case of a Shelf Registration, notify each Holder of Registrable Notes, counsel for the Holders and counsel for the Placement Agent promptly and, if requested by any such Holder or counsel, confirm such advice in writing (i) when a Registration Statement has become effective and when any post-effective amendment

thereto has been filed and becomes effective, (ii) of any request, after the Registration Statement has become effective, by the SEC or any state securities authority for amendments and supplements to a Registration Statement and Prospectus or for additional information, (iii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (iv) if, between the effective date of a Registration Statement and the closing of any sale of Registrable Notes covered thereby, the representations and warranties of the Guarantor or any Obligor contained in any underwriting agreement, securities sales agreement or other similar agreement, if any, relating to the offering cease to be true and correct in all material respects or if the Guarantor or any Obligor receives any notification with respect to the suspension of the qualification of the Registrable Notes for sale in any jurisdiction or the initiation of any proceeding for such purpose, (v) of the happening of any event during the period a Shelf Registration Statement is effective which makes any statement made in such Registration Statement or the related Prospectus untrue in any material respect or which requires the making of any changes in such Registration Statement or Prospectus in order to make the statements therein not misleading and (vi) of any determination by the Guarantor or any Obligor that a post-effective amendment to a Registration Statement would be appropriate;

(f) make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement at the earliest possible moment and provide prompt notice to each Holder of the withdrawal of any such order;

(g) in the case of a Shelf Registration, furnish to each Holder of Registrable Notes, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without documents incorporated therein by reference or exhibits thereto, unless requested);

(h) in the case of a Shelf Registration, cooperate with the selling Holders of Registrable Notes to facilitate the timely preparation and delivery of certificates representing Registrable Notes to be sold and not bearing any restrictive legends and enable such Registrable Notes to be in such denominations (consistent with the provisions of the Indenture) and registered in such names as the selling Holders may reasonably request at least one business day prior to the closing of any sale of Registrable Notes;

(i) in the case of a Shelf Registration, upon the occurrence of any event contemplated by Section 3(e)(v) hereof, use their best efforts to prepare and file with the SEC a supplement or post-effective amendment to a Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other

required document so that, as thereafter delivered to the purchasers of the Registrable Notes, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Guarantor and the Obligors agree to notify the Holders to suspend use of the Prospectus as promptly as practicable after the occurrence of such an event, and the Holders hereby agree to suspend use of the Prospectus until the Guarantor and the Obligors have amended or supplemented the Prospectus to correct such misstatement or omission;

(j) a reasonable time prior to the filing of any Registration Statement, any Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus or any document which is to be incorporated by reference into a Registration Statement or a Prospectus after initial filing of a Registration Statement, provide copies of such document to the Placement Agent and its counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel) and make such of the representatives of the Companies as shall be reasonably requested by the Placement Agent or its counsel (and, in the case of a Shelf Registration Statement, the Holders or their counsel) available for discussion of such document, and shall not at any time file or make any amendment to the Registration Statement, any Prospectus or any amendment of or supplement to a Registration Statement or a Prospectus or any document which is to be incorporated by reference into a Registration Statement or a Prospectus, of which the Placement Agent and its counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel) shall not have previously been advised and furnished a copy or to which the Placement Agent or its counsel (and, in the case of a Shelf Registration Statement, the Holders or their counsel) shall reasonably object;

(k) obtain a CUSIP number for all Exchange Notes or Registrable Notes, as the case may be, not later than the effective date of a Registration Statement;

(l) cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "TIA"), in connection with the registration of the
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Exchange Notes or Registrable Notes, as the case may be, cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the TIA and execute, and use its best efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner;

(m) in the case of a Shelf Registration, make available for inspection by a representative of the Holders of the Registrable Notes, any Underwriter participating in

any disposition pursuant to such Shelf Registration Statement, and attorneys and accountants designated by the Holders, at reasonable times and in a reasonable manner, all financial and other records, pertinent documents and properties of the Guarantor and the Obligors, and cause the respective officers, directors and employees of the Guarantor and the Obligors to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with a Shelf Registration Statement; provided, however, that any such representative, Underwriter, attorney or accountant shall execute a confidentiality agreement customary for an Underwritten Offering with respect to such records, documents, properties and information;

(n) in the case of a Shelf Registration, use their best efforts to cause all Registrable Notes to be listed on any securities exchange or any automated quotation system on which similar securities issued by the Guarantor or the Obligors are then listed if requested by the Majority Holders, to the extent such Registrable Notes satisfy applicable listing requirements;

(o) use their best efforts to cause the Exchange Notes or Registrable Notes, as the case may be, to be rated by two nationally recognized statistical rating organizations (as such term is defined in Rule 436(g)(2) under the 1933 Act);

(p) if reasonably requested by any Holder of Registrable Notes covered by a Registration Statement, (i) promptly incorporate in a Prospectus supplement or post-effective amendment such information with respect to such Holder as such Holder reasonably requests to be included therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as the Guarantor or any Obligor has received notification of the matters to be incorporated in such filing; and

(q) in the case of a Shelf Registration, enter into such customary agreements and take all such other reasonable actions in connection therewith (including those reasonably requested by the Holders of a majority of the Registrable Notes being sold) in order to expedite or facilitate the disposition of such Registrable Notes including, but not limited to, an Underwritten Offering and in such connection, (i) to the extent possible, make such representations and warranties to the Holders and any Underwriters of such Registrable Notes with respect to the business of the Companies and their subsidiaries, the Registration Statement, Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same if and when requested, (ii) obtain customary opinions of counsel to the Guarantor and the Obligors (which counsel and

opinions, in form, scope and substance, shall be reasonably satisfactory to the Holders and such Underwriters and their respective counsel) addressed to each selling Holder and Underwriter of Registrable Notes, covering the matters customarily covered in opinions requested in underwritten offerings, (iii) obtain "cold comfort" letters from the independent certified public accountants of the Guarantor and the Obligors (and, if necessary, any other certified public accountant of any subsidiary of the Guarantor or the Obligors, or of any business acquired by the Guarantor or any of the Obligors for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each selling Holder and Underwriter of Registrable Notes, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, and (iv) deliver such documents and certificates as may be reasonably requested by the Holders of a majority in principal amount at maturity of the Registrable Notes being sold or the Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the Guarantor and the Obligors made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in an underwriting agreement.

In the case of a Shelf Registration Statement, each Holder agrees that, upon receipt of any notice from the Guarantor or any Obligor of the happening of any event of the kind described in Section 3(e)(v) hereof, such Holder will forthwith discontinue disposition of Registrable Notes pursuant to a Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3(i) hereof, and, if so directed by the Guarantor or any Obligor, such Holder will deliver to the Guarantor and the Obligors (at their expense) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Notes current at the time of receipt of such notice. If the Guarantor or any Obligor shall give any such notice to suspend the disposition of Registrable Notes pursuant to a Registration Statement, the Guarantor and the Obligors shall extend the period during which the Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holders shall have received copies of the supplemented or amended Prospectus necessary to resume such dispositions. The Guarantor and the Obligors shall not suspend the disposition of Registrable Notes for more than an aggregate of 60 days during any 365 day period.

The Holders of Registrable Notes covered by a Shelf Registration Statement who desire to do so may sell such Registrable Notes in an Underwritten Offering. In any such Underwritten Offering, the investment banker or investment bankers and manager or managers (the "Underwriters") that will administer the offering will be selected by the Majority Holders

of the Registrable Notes included in such offering; provided, however, that such investment bankers and managers must be reasonably satisfactory to the Companies.

4. Participation of Broker-Dealers in Exchange Offer.

(a) The Guarantor and the Obligors understand that the Staff of the SEC has taken the position that any broker-dealer that receives Exchange Notes for its own account in the Exchange Offer in exchange for Notes that were acquired by such broker-dealer as a result of market-making or other trading activities (a "Participating Broker-Dealer"), may be deemed to be an "underwriter" within the meaning of the 1933 Act and must deliver a prospectus meeting the requirements of the 1933 Act in connection with any resale of such Exchange Notes.

The Guarantor and the Obligors understand that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Notes, without naming the Participating Broker-Dealers or specifying the amount of Exchange Notes owned by them, such Prospectus may be delivered by Participating Broker-Dealers to satisfy their prospectus delivery obligation under the 1933 Act in connection with resales of Exchange Notes for their own accounts, so long as the Prospectus otherwise meets the requirements of the 1933 Act.

(b) In light of the above, notwithstanding the other provisions of this Agreement, the Guarantor and the Obligors agree that the provisions of this Agreement as they relate to a Shelf Registration shall also apply to an Exchange Offer Registration to the extent, and with such reasonable modifications thereto as may be, reasonably requested by the Placement Agent or by one or more Participating Broker-Dealers, in each case as provided in clause (ii) below, in order to expedite or facilitate the disposition of any Exchange Notes by Participating Broker-Dealers consistent with the positions of the Staff recited in Section 4(a) above; provided that:

(i) neither the Guarantor nor any of the Obligors shall be required to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement, as would otherwise be contemplated by Section 3(i), for a period exceeding 180 days after the last Exchange Date (as such period may be extended pursuant to the penultimate paragraph of Section 3 of this Agreement) and Participating Broker-Dealers shall not be authorized by either the Guarantor or any of the Obligors to deliver and shall not deliver such Prospectus after such period in connection with the resales contemplated by this Section 4; and

(ii) the application of the Shelf Registration procedures set forth in Section 3 of this Agreement to an Exchange Offer Registration, to the extent not required by the positions of the Staff of the SEC or the 1933 Act and the rules and regulations thereunder, will be in conformity with the reasonable request to the Guarantor and the Obligors by the Placement Agent or with the reasonable request in writing to the Guarantor and the Obligors by one or more broker-dealers who certify to the Placement Agent and the Guarantor and the Obligors in writing that they anticipate that they will be Participating Broker-Dealers; and provided further that, in
connection with such application of the Shelf Registration procedures set forth in Section 3 to an Exchange Offer Registration, the Guarantor and the Obligors shall be obligated (x) to deal only with one entity representing the Participating Broker-Dealers, which shall be the Placement Agent unless it elects not to act as such representative, (y) to pay the fees and expenses of only one counsel representing the Participating Broker-Dealers, which shall be counsel to the Placement Agent unless such counsel elects not to so act and (z) to cause to be delivered only one, if any, "cold comfort" letter with respect to the Prospectus in the form existing on the last Exchange Date and with respect to each subsequent amendment or supplement, if any, effected during the period specified in clause (i) above.

(c) The Placement Agent shall have no liability to the Guarantor, the Obligors or any Holder with respect to any request that it may make pursuant to Section 4(b) above.

5. Indemnification and Contribution.

(a) The Guarantor and each of the Obligors jointly and severally agree to indemnify and hold harmless the Placement Agent, each Holder and each person, if any, who controls the Placement Agent or any Holder within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act, or is under common control with, or is controlled by, the Placement Agent or any Holder, from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred by the Placement Agent, any Holder or any such controlling or affiliated person in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (or any amendment thereto) pursuant to which Exchange Notes or Registrable Notes were registered under the 1933 Act, including all documents incorporated therein by reference, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or caused by any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (as amended or supplemented if the Guarantor and the Obligors shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material

fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to the Placement Agent or any Holder furnished to the Guarantor or the Obligors in writing by the Placement Agent or any selling Holder expressly for use therein; provided, however, that the foregoing indemnity with respect to a Prospectus shall not inure to the benefit of the Placement Agent or any selling Holder (or any other person indemnified pursuant to this paragraph (a)) to the extent that any such losses, claims, damages or liabilities result from the fact that the Placement Agent or such Holder sold Registrable Notes to a person to whom there was not sent or given by or on behalf of the Placement Agent or such Holder a copy of an amended or supplemented Final Prospectus at or prior to the written confirmation of the sale of the Registrable Notes to such person (if the Guarantor and the Obligors shall have furnished such amendment or supplement to the Final Prospectus to the Placement Agent or such Holder prior to the written confirmation of such sale), and if the losses, claims, damages or liabilities result from an untrue statement or alleged untrue statement or an omission or alleged omission contained in the Final Prospectus that was corrected in such amendment or supplement to the Final Prospectus. In connection with any Underwritten Offering permitted by Section 3, the Guarantor and each Obligor will also indemnify the Underwriters, if any, selling brokers, dealers and similar securities industry professionals participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the 1933 Act and the 1934 Act) to the same extent as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Guarantor and each Obligor, the Placement Agent and the other selling Holders, and each of their respective directors, officers who sign the Registration Statement and each Person, if any, who controls the Guarantor, any Obligor, the Placement Agent and any other selling Holder within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act to the same extent as the foregoing indemnity from the Guarantor and each Obligor to the Placement Agent and the Holders, but only with reference to information relating to such Holder furnished to the Guarantor and each Obligor in writing by such Holder expressly for use in any Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto).

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either paragraph (a) or paragraph (b) above, such person (the "indemnified party") shall promptly notify the person against whom such
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indemnity may be sought (the "indemnifying party") in writing and the
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indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified

party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (a) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Placement Agent and all persons, if any, who control the Placement Agent within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act, (b) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Guarantor and the Obligors, their directors or representatives, their officers who sign the Registration Statement and each person, if any, who controls the Guarantor and the Obligors within the meaning of either such Section and (c) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Holders and all persons, if any, who control any Holders within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In such case involving the Placement Agent and persons who control the Placement Agent, such firm shall be designated in writing by the Placement Agent. In such case involving the Holders and such persons who control any Holders, such firm shall be designated in writing by the Majority Holders. In all other cases, such firm shall be designated by the Guarantor and the Obligors. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but, if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party for such fees and expenses of counsel in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which such indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) If the indemnification provided for in paragraph (a) or paragraph (b) of this Section 5 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and of the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Guarantor and the Obligors and the Holders shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Guarantor and the Obligors or by the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Holders' respective obligations to contribute pursuant to this Section 5(d) are several in proportion to the respective number of Registrable Notes of such Holder that were registered pursuant to a Registration Statement.

(e) The Guarantor and the Obligors and each Holder agree that it would not be just or equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by any other method of allocation that does
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not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5, no Holder shall be required to indemnify or contribute any amount in excess of the amount by which the total price at which Registrable Notes were sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The rights or remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

The indemnity and contribution provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Placement Agent, any Holder or any person controlling the Placement Agent or any Holder, or by or on behalf of the Guarantor or any Obligor, their officers or directors or representatives or any person

controlling the Guarantor or any Obligor, (iii) acceptance of any of the Exchange Notes and (iv) any sale of Registrable Notes pursuant to a Shelf Registration Statement.

6. Miscellaneous.

(a) No Inconsistent Agreements. Neither the Guarantor nor any of the Obligors has entered into, and on or after the date of this Agreement will not enter into, any agreement which conflicts with the rights granted to the Holders of Registrable Notes in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with the rights granted to the holders of the Guarantor's or the Obligors' other issued and outstanding securities under any such agreements.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Guarantor and the Obligors have obtained the written consent of Holders of at least a majority in aggregate principal amount at maturity of the outstanding Registrable Notes affected by such amendment, modification, supplement, waiver or consent; provided, however, that no amendment, modification, supplement, waiver or consents to any departure from the provisions of Section 5 hereof shall be effective as against any Holder of Registrable Notes unless consented to in writing by such Holder.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Guarantor and the Obligors by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Placement Agent, the address set forth in the Placement Agreement; and (ii) if to the Guarantor and the Obligors, initially at the Guarantor's and the Obligors' address set forth in the Placement Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c).

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt is acknowledged, if telecopied; and on the next business day if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands, or other communications shall be concurrently delivered by the person giving the same to the Trustee, at the address specified in the Indenture.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Notes in violation of the terms of the Placement Agreement. If any transferee of any Holder shall acquire Registrable Notes, in any manner, whether by operation of law or otherwise, such Registrable Notes shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Notes such person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such person shall be entitled to receive the benefits hereof. The Placement Agent (in its capacity as Placement Agent) shall have no liability or obligation to the Guarantor or any of the Obligors with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) Third Party Beneficiary. The Holders shall be third party beneficiaries to the agreements made hereunder between the Guarantor and the Obligors, on the one hand, and the Placement Agent, on the other hand, and any Holder shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of Holders hereunder.

(f) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(i) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(j) Miscellaneous. Each of the Guarantor and the Obligors agrees, for the sole benefit of the Placement Agent:

(i) prior to the consummation of the Exchange Offer or the effectiveness of a Shelf Registration Statement if, in the reasonable judgment of the Placement Agent, it or any of its affiliates (as such term is defined in the rules and regulations under the 1933 Act) is required to deliver an offering memorandum in connection with sales of, or market-making activities with respect to, the Notes or the Exchange Notes, (A) to periodically amend or supplement the Final Memorandum (as defined in the Placement Agreement) so that the information contained in the Final Memorandum complies with the requirements of Rule 144A of the 1933 Act, (B) to amend or supplement the Final Memorandum when necessary to reflect any material changes in the information provided therein so that the Final Memorandum will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances existing as of the date the Final Memorandum is so delivered, not misleading and (C) to provide the Placement Agent with copies of each such amended or supplemented Final Memorandum, as the Placement Agent may reasonably request;

(ii) following the consummation of the Exchange Offer or the effectiveness of a Shelf Registration Statement and for so long as the Notes or the Exchange Notes are outstanding, if, in the reasonable judgement of the Placement Agent, it or any of its affiliates (as such term is defined in the rules and regulations under the 1933 Act) is required to deliver a prospectus in connection with sales of, or market-making activities with respect to, such securities, (A) to periodically amend the applicable registration statement so that the information contained therein complies with the requirements of Section 10(a) of the 1933 Act, (B) if requested by the Placement Agent, within 45 days following the end of the Guarantor's and the Obligors' most recent fiscal quarter, to file a supplement to the prospectus included in the applicable registration statement which sets forth the financial results of the Guarantor and the Obligors for the previous quarter, (C) to amend the applicable registration statement or supplement the related prospectus or the documents incorporated therein when necessary to reflect any material changes in the information provided therein so that the registration statement and the prospectus will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances existing as of the date the prospectus is so delivered, not misleading and (D) to provide the Placement Agent with copies of each such amendment or supplement as the Placement Agent may reasonably request;

(iii) notwithstanding clauses (i) and (ii) above, (A) prior to amending the Final Memorandum or to filing any post-effective amendment to any registration

statement or to supplementing any related prospectus, to furnish to the Placement Agent and its counsel, copies of all such documents proposed to be amended, filed or supplemented, and (B) it will not issue any amendment to the Final Memorandum, any post-effective amendment to a registration statement or any supplement to a prospectus to which the Placement Agent or its counsel shall reasonably object;

(iv) it shall notify the Placement Agent and its counsel and (if requested by any such person) confirm such advice in writing, (A) when any amendment to the Final Memorandum has been issued, when any prospectus supplement or amendment or post-effective amendment has been filed, and, with respect to any post-effective amendment, when the same has become effective, (B) of any request by the SEC for any post-effective amendment or supplement to a registration statement, any supplement or amendment to a prospectus or for additional information, (C) the issuance by the SEC of any stop order suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose, (D) of the receipt by it of any notification with respect to the suspension of the qualification of the Notes or the Exchange Notes for sale in any jurisdiction or the initiation or threatening of any proceedings for such purpose and (E) of the happening of any event which makes any statement made in the Final Memorandum, a registration statement, a prospectus or any amendment or supplement thereto untrue or which requires the making of any change in the Final Memorandum, a registration statement, a prospectus or any amendment or supplement thereto, in order to make the statements therein not misleading;

(v) it consents to the use of the Final Memorandum and any prospectus referred to in this paragraph (k) or any amendment or supplement thereto, by the Placement Agent in connection with the offering and sale of the Notes or Exchange Notes, as the case may be;

(vi) it will comply with the provisions of this paragraph (k) at its own expense and will reimburse the Placement Agent for its reasonable expenses associated with this paragraph (k) (including fees of counsel); and

(vii) it hereby expressly acknowledges that the indemnification and contribution provisions of Section 8 of the Placement Agreement shall be specifically applicable and relate to each offering memorandum, registration statement, prospectus, amendment or supplement referred to in this paragraph (k).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RENAISSANCE MEDIA GROUP LLC

By: /s/ Mark W. Halpin

Name: Mark W. Halpin
Title: Executive Vice President and CFO

RENAISSANCE MEDIA (LOUISIANA) LLC

By: /s/ Mark W. Halpin

Name: Mark W. Halpin
Title: Executive Vice President and CFO

RENAISSANCE MEDIA (TENNESSEE) LLC

By: /s/ Mark W. Halpin

Name: Mark W. Halpin
Title: Executive Vice President and CFO

RENAISSANCE MEDIA CAPITAL CORPORATION

By: /s/ Mark W. Halpin

Name: Mark W. Halpin
Title: Executive Vice President and CFO

Confirmed and accepted as of
the date first above written:

MORGAN STANLEY & CO. INCORPORATED

By: /s/ Daniel Klausner

Name: Daniel Klausner
Title: Vice President

EXHIBIT 10.1

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CREDIT AGREEMENT

Dated as of April 9, 1998

among

RENAISSANCE MEDIA LLC,

The LENDERS party hereto,

MORGAN STANLEY SENIOR FUNDING, INC.,
as Syndication Agent,

CIBC INC.,
as Documentation Agent,

BANKERS TRUST COMPANY,
as Administrative Agent

and

for purposes of Section 6.16 hereof,
RENAISSANCE MEDIA GROUP LLC and
the PARENT COMPANIES referred to herein.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Arranger

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CREDIT AGREEMENT dated as of April 9, 1998, among RENAISSANCE MEDIA LLC, the LENDERS party hereto, MORGAN STANLEY SENIOR FUNDING, INC., as Syndication Agent, CIBC INC., as Documentation Agent, BANKERS TRUST COMPANY, as Administrative Agent and, for purposes of Section 6.16 hereof, RENAISSANCE MEDIA GROUP LLC and the PARENT COMPANIES referred to herein.

The parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acquisition" means the acquisition by the Borrower of the Targets, as contemplated by the Purchase Agreement.

"Acquisition Deposits" means deposits or escrows funded in connection with acquisitions; provided that the aggregate amount of all such deposits and escrows shall not exceed $10,000,000 at any one time outstanding.

"Acquisition Documents" means the Purchase Agreement, including all exhibits (other than Exhibit A) and schedules thereto.

"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Adjusted Consolidated Senior Leverage Ratio" means, at any date, the ratio of (i) Consolidated Total Senior Debt less the aggregate amount of Asset Sale proceeds (x) then on deposit in the Cash Collateral Account pursuant to Section 2.09(b) and subject to the Liens created by the Collateral Documents and (y) irrevocably designated by the Borrower for prepayment of Term Loans and/or

reduction of Revolving Commitments to (ii) Annualized Quarterly Combined Operating Cash Flow.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means Bankers Trust Company, in its capacity as administrative agent for the Lenders under the Loan Documents, and any successor appointed pursuant to the provisions of Section 8.04.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agents" means the Administrative Agent, the Documentation Agent and the Syndication Agent listed on the cover page of this Agreement, and "Agent" means any of them, as the context may require.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

"Annualized Quarterly Combined Operating Cash Flow" means, at any date, the Combined Operating Cash Flow for the most recently ended fiscal quarter for which the Borrower has delivered to the Agents and the Lenders the financial statements required to be delivered by the Borrower pursuant to Section 5.01(a) or 5.01(b), as the case may be (after giving effect to any Pro Forma Cash Flow Determination and First Quarter Adjustment), multiplied by four.

"Applicable Leverage Ratio" means, for any day, the Consolidated Senior Leverage Ratio on the last day of the most recently ended fiscal quarter of the Borrower for which the Borrower has delivered to the Agents and the Lenders the financial statements required to be delivered by the Borrower pursuant to Section 5.01(a) or 5.01(b), as the case may be; provided that if the Borrower shall not have timely delivered any such financial statements, and the Required Lenders

shall not have agreed otherwise, the Applicable Leverage Ratio for each day from and including the day on which such financial statements are required to be delivered to but excluding the day on which such financial statements are delivered shall be deemed to be greater than 5.0:1; and provided further that, for purposes of determining the Applicable Rate pursuant to Table I of the definition of "Applicable Rate," the Applicable Leverage Ratio on the Effective Date shall be equal to the ratio of (i) Consolidated Total Senior Debt on the Effective Date (after giving effect to any Loans made on the Effective Date) to (ii) $29,300,000.

"Applicable Percentage" means, with respect to any Lender with a Commitment of any Class, the percentage of the total Commitments of such Class represented by such Lender's Commitment of such Class. If the Commitments of such Class have terminated or expired, the Applicable Percentages with respect to the Commitments of such Class shall be determined based upon the Commitments of such Class most recently in effect, giving effect to any assignments.

"Applicable Rate" means, with respect to any ABR Loan or Eurodollar Loan, or with respect to any Letter of Credit participation fee payable hereunder, as the case may be, (i) for any day prior to and including November 13, 1998, the applicable rate per annum set forth in Table I below under the caption "ABR Spread", "Eurodollar Spread" or "Letter of Credit Fee Rate", as the case may be, based on the Applicable Leverage Ratio on the Effective Date; and (ii) for any day after November 13, 1998, the applicable rate per annum set forth in Table II below under the caption "ABR Spread","Eurodollar Spread" or "Letter of Credit Fee Rate", as the case may be, based upon the Applicable Leverage Ratio on such date; provided that each applicable rate set forth in Table II below will decrease by .125% on and after the first date on which each Agent has received evidence reasonably satisfactory to it that (A) the Subscriber Total of the Borrower and its Consolidated Subsidiaries exceeds 200,000 and (B) the credit facilities provided for under this Agreement shall have been rated Ba3 or better by Moody's and BB- or better by S&P:

Table I -- Initial Applicable Rates

Applicable Leverage Ratio on the Effective Date:	ABR Spread for Revolving Loans and Tranche A Term Loans	Eurodollar Spread for Revolving Loans and Tranche A Term Loans	Letter of Credit Fee Rate
less than or equal to 4.5 to 1	1.25%	2.25%	2.0%
greater than 4.5 to 1 and less than or equal to 4.75 to 1	1.375%	2.375%	2.125%
greater than 4.75 to 1 and less than or equal to 5.0 to 1	1.5%	2.5%	2.25%
greater than 5.0 to 1	1.625%	2.625%	2.375%

Applicable Leverage Ratio on the Effective Date:	ABR Spread for Tranche B Term Loans	Eurodollar Spread for Tranche B Term Loans
less than or equal to 5.0 to 1	1.625%	2.625%
greater than 5.0 to 1	1.875%	2.875%

Table II -- Generally Applicable Rates

Applicable Leverage Ratio:	ABR Spread for Revolving Loans and Tranche A Term Loans	Eurodollar Spread for Revolving Loans and Tranche A Term Loans	Letter of Credit Fee Rate
less than or equal to 3.0 to 1	0.625%	1.625%	1.375%
greater than 3.0 to 1 and less than or equal to 3.5 to 1	0.875%	1.875%	1.625%
greater than 3.5 to 1 and less than or equal to 4.0 to 1	1.0%	2.0%	1.75%
greater than 4.0 to 1 and less than or equal to 4.25 to 1	1.125%	2.125%	1.875%
greater than 4.25 to 1 and less than or equal to 4.5 to 1	1.25%	2.25%	2.0%
greater than 4.5 to 1 and less than or equal to 4.75 to 1	1.375%	2.375%	2.125%
greater than 4.75 to 1 and less than or equal to 5.0 to 1	1.5%	2.5%	2.25%
greater than 5.0 to 1	1.625%	2.625%	2.375%

Applicable Leverage Ratio:	ABR Spread for Tranche B Term Loans	Eurodollar Spread for Tranche B Term Loans
less than 4.0 to 1	1.375%	2.375%
greater than 4.0 to 1 and less than 5.0 to 1	1.625%	2.625%
greater than 5.0 to 1	1.875%	2.875%

"Asset Sale" means any sale, lease, license or other disposition (including any such transaction effected by way of merger or consolidation) by the Borrower or any of its Subsidiaries of any asset, including without limitation any sale-leaseback transaction, whether or not involving a capital lease, or any sale of the stock or other equity securities of any Subsidiary, but excluding (i) dispositions of cash, cash equivalents and other cash management investments and obsolete, unused or unnecessary equipment, in each case in the ordinary course of business, (ii) dispositions of inventory in the ordinary course of business and (iii) dispositions to the Borrower or any Subsidiary Guarantor. The description of any transaction as not constituting an "Asset Sale" does not affect any limitation on such transaction imposed by Articles 5 and 6 of this Agreement.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent and Syndication Agent, in the form of Exhibit A.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means Renaissance Media LLC, a Delaware limited liability company.

"Borrower Consolidated EBITDA" means, for any period, the sum of:

(1) consolidated net income of the Borrower and its Consolidated Subsidiaries for such period (exclusive of (x) the portion of net income allocable to minority interests in unconsolidated Persons to the extent that cash distributions have not actually been received from such Persons and (y) the effect of any extraordinary or non-recurring gain or loss), plus

(2) to the extent deducted in determining such consolidated net income, the aggregate amount of (i) Consolidated Interest Expense, (ii) income tax expense, (iii) depreciation and amortization (including without limitation amortization of debt issuance costs) and (iv) other non-cash charges.

"Borrower Pledge Agreement" means the pledge agreement substantially in the form of Exhibit B between the Borrower and the Administrative Agent, as amended from time to time.

"Borrower's Board of Representatives" means the Board of Representatives (as defined in the Renaissance Media LLC Limited Liability Company Agreement dated as of April 9, 1998) of the Borrower.

"Borrower Security Agreement" means the security agreement substantially in the form of Exhibit C between the Borrower and the Administrative Agent entered into as of the Effective Date, as amended from time to time.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Cable Act" means Title VI of the Communications Act, 47 U.S.C. (S) 151 et seq., and all other provisions of the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, and the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, each as amended from time to time.

"Capital Corporation" means Renaissance Media Capital Corporation, a Delaware corporation.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases

on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Collateral Account" has the meaning assigned to such term in the Borrower Security Agreement.

"Change in Control" means (a) the failure of the Parent Companies to directly or indirectly own 100% of the aggregate ordinary voting power represented by the issued and outstanding equity securities of the Borrower; (b) the failure of RMG to directly or indirectly own 100% of the aggregate ordinary voting power represented by the issued and outstanding equity securities of the Parent Companies; (c) the failure of the Permitted Holders, collectively, to own, directly or indirectly, a majority of the aggregate ordinary voting power represented by the issued and outstanding equity securities of, and to Control, the Parent Companies; or (d) the occurrence of a "change of control" default or other similar event arising from a change of control pursuant to the terms of the Indenture or any other instrument evidencing Indebtedness of any Parent Company.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.14(b), by any lending office of such Lender or by such Lender's or the Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Tranche A Term Loans, Tranche B Term Loans or Revolving Loans.

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

"Collateral" means, collectively, all of the "Collateral" under the Collateral Documents.

"Collateral Documents" means the Pledge Agreements, the Security Agreements, the Mortgages (if any), any additional pledge agreements, security agreements or mortgages required to be delivered pursuant to the Loan Documents (including without limitation pursuant to Section 5.09 of this

Agreement) and any other instruments or agreements executed pursuant to any of the foregoing.

"Combined Basis" has the meaning assigned to such term in Section 1.04.

"Combined Fixed Charges" means, for any period, the sum of (i) Parent Companies Interest Expense for such period, (ii) actual capital expenditures of Parent Companies during such period (excluding (A) expenditures of insurance proceeds to restore damaged fixed assets and (B) for any period or portion thereof ending on or before December 31, 2002, Permitted Special Capital Expenditures), (iii) the aggregate principal amount of scheduled amortization of Combined Total Debt (other than the Revolving Loans) during such period, (iv) the aggregate amount by which the Revolving Commitments have been reduced during such period to the extent the Revolving Loans have been concurrently repaid in corresponding amounts, (v) cash taxes actually paid or payable by Parent Companies during such period, in each case on a Combined Basis and (vi) the aggregate amount of Restricted Payments made pursuant to Section 6.06(a)(ii).

"Combined Fixed Charge Coverage Ratio" means, as of the last day of any fiscal quarter of Parent Companies, the ratio of (i) Annualized Quarterly Combined Operating Cash Flow to (ii) Combined Fixed Charges for the period of four consecutive fiscal quarters then ended (or, in the case of the first three fiscal quarters of Parent Companies to end after the Effective Date, Combined Fixed Charges for the period from the Effective Date to the end of the fiscal quarter then ended, multiplied by four, and divided by the number of fiscal quarters ended during such period).

"Combined Interest Coverage Ratio" means, as of the last day of any fiscal quarter of Parent Companies, the ratio of (i) Annualized Quarterly Combined Operating Cash Flow to (ii) Parent Companies Interest Expense for the period of four consecutive fiscal quarters then ended (or, in the case of the first three fiscal quarters of Parent Companies ending after the Effective Date, Parent Companies Interest Expense for the period from the Effective Date to the end of the fiscal quarter then ended, multiplied by four, and divided by the number of fiscal quarters ended during such period).

"Combined Operating Cash Flow" means, at any date, the sum of:

(1) net income of Parent Companies for the most recently ended fiscal quarter of Parent Companies for which the Borrower has delivered to the Administrative Agent and the Lenders the financial statements required to be delivered by the Borrower pursuant to Section 5.01(a) or 5.01(b), as the case may be

(exclusive of (w) the portion of net income allocable to minority interests in unconsolidated Persons to the extent that cash distributions have not actually been received from such Persons, (x) the effect of any extraordinary or non-recurring gain or loss, (y) the effect during such quarter of (i) payment of franchise taxes relating to prior periods, (ii) acquisition deposits forfeited during such quarter, (iii) sales and use tax assessments relating to prior periods and (iv) payment of insurance deductibles, and (z) subject to the consent of at least two of the Agents (such consent not to be unreasonably withheld), certain other non-ordinary operating expenses that would not qualify as extraordinary or non-recurring if construed in accordance with GAAP), plus

(2) to the extent deducted in determining such net income, the aggregate amount of (i) Parent Companies Interest Expense, (ii) income tax expense, (iii) depreciation and amortization (including without limitation amortization of debt issuance costs) and (iv) other non-cash charges;

provided that, if any Permitted Acquisition has occurred during such fiscal quarter, the calculation of Combined Operating Cash Flow shall give effect, on a pro forma basis, to Combined Operating Cash Flow which the Borrower has reasonably determined would have been attributable (after giving effect to pro forma adjustments) to any assets acquired by the Borrower or its Subsidiaries as a result of such Permitted Acquisition (any such determination, a "Pro Forma Cash Flow Determination"); and provided further that if the assumptions on the basis of which the Borrower has made such Pro Forma Cash Flow Determination include anticipated cost savings for such fiscal quarter that exceed 10% of the actual cost of operations of the entity or attributable to the assets proposed to be acquired for the fiscal quarter of such entity or the seller of such assets, as the case may be, most recently ended prior to the date of such Pro Forma Cash Flow Determination, then any such Pro Forma Cash Flow Determination shall be made only if, and only to the extent that, at least two of the Agents shall have consented (such consent not to be unreasonably withheld) to the assumptions (including pro forma adjustments) on the basis of which the Borrower has made such Pro Forma Cash Flow Determination; and provided further that, for purposes of calculating Combined Operating Cash Flow for the first fiscal quarter of Parent Companies to end after the Effective Date, net income of the Parent Companies for such fiscal quarter shall be deemed equal to the net income of Parent Companies for the period from the Effective Date to the last day of such fiscal quarter multiplied by 1.125 (the "First Quarter Adjustment").

"Combined Total Debt" means, as of any date, the aggregate amount of all Indebtedness of Parent Companies, determined on a Combined Basis.

"Combined Total Leverage Ratio" means, at any date, the ratio of (i) Combined Total Debt less the aggregate amount of Asset Sale proceeds (x) then on deposit in the Cash Collateral Account and (y) subject to the Liens created by the Collateral Documents to (ii) Annualized Quarterly Combined Operating Cash Flow.

"Commitment" means a Tranche A Term Commitment, a Tranche B Term Commitment or a Revolving Commitment, and "Commitments" means all or any combination of them, as the context may require.

"Communications Act" means the Communications Act of 1934, as amended from time to time, and the regulations promulgated thereunder.

"Company Total Interest Expense" means, for any period, the aggregate amount of cash and non-cash interest expense of the Parent Companies, determined on a Combined Basis for such period, (including, without limitation, amortization of original issue discount on any Indebtedness and the interest portion of any deferred payment obligation (calculated in accordance with the effective interest method of accounting), all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing, the net costs associated with Hedging Agreements, and Indebtedness that is guaranteed or secured by either Parent Company or any of its Subsidiaries) and the interest portion of payments under Capital Lease Obligations.

"Consolidated Capital Expenditures" means, for any period, expenditures for additions to property, plant and equipment and other capital expenditures of the Borrower and its Consolidated Subsidiaries for such period (other than Permitted Acquisitions), as the same are or would be set forth in a consolidated statement of cash flows of the Borrower and its Consolidated Subsidiaries for such period, including in any event the capital portion of lease payments made in respect of Capital Lease Obligations, but excluding expenditures for the restoration or replacement of fixed assets to the extent financed by the proceeds of an insurance policy described in clause (i) of the definition of "Major Casualty Proceeds."

"Consolidated Interest Expense" means, for any period, the cash interest expense of the Borrower and its Consolidated Subsidiaries, determined on a consolidated basis for such period, including in any event the interest portion of payments under Capital Lease Obligations, but excluding (i) any amortization of debt issuance costs and (ii) to the extent included in interest expense in

accordance with Financial Accounting Standards Board Statements Nos. 87 and 106, deferred payment obligations with respect to pension plans and post retirement benefits.

"Consolidated Senior Leverage Ratio" means, at any date, the ratio of (i) Consolidated Total Senior Debt to (ii) Annualized Quarterly Combined Operating Cash Flow.

"Consolidated Subsidiary" means, with respect to any Person, at any date, any subsidiary or other entity the accounts of which would be consolidated with those of such Person in its consolidated financial statements if such statements were prepared as of such date; unless otherwise specified, "Consolidated Subsidiary" means a Consolidated Subsidiary of the Borrower.

"Consolidated Total Senior Debt" means, as of any date, the aggregate amount of all Indebtedness of the Borrower and its Consolidated Subsidiaries, determined on a consolidated basis at such date.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Copyright Act" means the Copyright Act of 1976, as amended from time to time.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Deferred Reinvestment Deposits" means deposits of proceeds with a "qualified intermediary," "qualified escrow account," "qualified trust" or similar person or arrangement for purposes of facilitating a like-kind exchange under Section 1031 (or any successor provision) of the Code and regulations promulgated thereunder.

"Deferred Reinvestment Swap" means an Asset Sale all of the proceeds of which are applied to fund a Deferred Reinvestment Deposit.

"dollars" or "$" refers to lawful money of the United States of America.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Effective Date Collateral Documents" means the Parent Companies Pledge Agreement and the Borrower Security Agreement, in each case as in effect on the Effective Date.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity-Funded Acquisition Deposit" means an Acquisition Deposit funded with the proceeds of an Equity Issuance that is effected for the sole purpose of funding such Acquisition Deposit.

"Equity Issuance" means the issuance of any equity securities by the Borrower or any of its Subsidiaries, including without limitation any equity securities issued pursuant to the exercise of options or warrants, other than equity securities issued to the Borrower or any Subsidiary.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not

waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article 7.

"Excess Cash Flow" means, for any period, the excess (if any), determined without duplication, of:

the sum of (i) Borrower Consolidated EBITDA for such fiscal period, and (ii) cash interest income and extraordinary cash income of the Borrower and its Consolidated Subsidiaries for such fiscal period (to the extent not included in Borrower Consolidated EBITDA);

minus

the sum of (i) Consolidated Capital Expenditures made in cash in accordance with Section 6.11 during such period, (ii) cash interest expense (including, without limitation, cash dividends paid to Parent Companies in accordance with Section 6.06(a)(vi)) of the Borrower and its Consolidated Subsidiaries for such period (to the extent not included in Borrower Consolidated EBITDA), (iii) mandatory repayments or prepayments of long-term Indebtedness (and optional prepayments of long-term Indebtedness, the amounts of which cannot be reborrowed or redrawn under the instruments evidencing such long-term Indebtedness) of the Borrower and its Consolidated Subsidiaries during such period (adjusted to eliminate the effect of prepayments on account of Excess Cash Flow for a prior period), (iv) repayments during such period of the revolving credit

loans and short-term Indebtedness of the Borrower and its Consolidated Subsidiaries which were not made with the proceeds of other Indebtedness and which repaid amounts cannot be reborrowed or redrawn under the instruments evidencing such loans and short-term Indebtedness, (v) cash payments with respect to taxes (including, without limitation, Restricted Payments made pursuant to Section 6.06(a)(vii)) made during such period, (vi) Restricted Payments made pursuant to and in accordance with Sections 6.06(a)(ii), (iv), (v), (viii) and (x).

"Excluded Amendment" has the meaning specified in the definition of "Time Warner Put."

"Excluded Assets" has the meaning assigned to such term in the Purchase Agreement.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Obligor hereunder or under any Loan Document, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America or any State, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.18(b)), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Foreign Lender's failure to comply with Section 2.16(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.16(a).

"FCC" means the Federal Communications Commission and any successor thereto.

"FCC License" means any license, permit, certificate of compliance, approval or authorization granted or issued by the FCC and owned or held by the Borrower or any of its Subsidiaries in order to own and operate cable television systems and provide cable television services.

"Federal Funds Effective Rate" means, for any day, the rate per annum equal to the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

"First Quarter Adjustment" has the meaning specified in the definition of "Combined Operating Cash Flow".

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Franchise" means any authorization issued by a Governmental Authority in connection with the construction, operation or maintenance of a cable television system, whether such authorization is designated as a franchise, permit, license, resolution, ordinance, contract, certificate or otherwise.

"GAAP" means generally accepted accounting principles in the United States of America.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities

or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guarantee (other than contingent obligations in respect of surety and performance bonds and letters of credit issued to support ordinary course contractual obligations not constituting Indebtedness, such as Franchise or pole attachment agreements) issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guarantor" means any of Parent Companies, Capital Corporation and each Subsidiary Guarantor, and "Guarantors" means two or more of them, as the context may require.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee (other than contingent obligations in respect of surety and performance bonds and letters of credit issued to support ordinary course contractual obligations not constituting Indebtedness, such as Franchise or pole attachment agreements) and (j) all obligations,

contingent or otherwise, of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indebtedness Incurrence" means any incurrence by the Borrower or any of its Subsidiaries of any Indebtedness, other than Indebtedness permitted under Section 6.01(a) through (h), inclusive.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnity Proceeds" means any amounts constituting indemnity payments received by the Borrower or any of its Subsidiaries pursuant to indemnity provisions contained in the Acquisition Documents.

"Indenture" means the Indenture dated as of April 9, 1998 among Parent Companies, Capital Corporation, RMG, as guarantor, and United States Trust Company of New York, as Trustee, as amended from time to time in accordance with Section 6.09.

"Individual Subscriber" has the meaning assigned to such term in the Purchase Agreement.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.06.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect, provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest

Period shall end on the next preceding Business Day, (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (iii) if any Interest Period pertaining to a Eurodollar Term Loan includes a date on which a scheduled payment of principal of the Term Loans included in such Borrowing is required to be made under Section 2.09(a) but does not end on such date, then (a) the principal amount of each Eurodollar Term Loan required to be repaid on such date shall have an Interest Period ending on such date and (b) the remainder (if any) of each such Eurodollar Term Loan shall have an Interest Period determined as set forth above. For purposes of this definition, the date of a Borrowing initially shall be the date on which such Borrowing is made and, thereafter, shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Issuing Bank" means Bankers Trust Company, in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.04(i). The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"LC Disbursement" means a payment made by the Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage (determined on the basis of the Revolving Commitments) of the total LC Exposure at such time.

"Lenders" means the Persons listed on Schedule 2.01 under the heading "Lenders" and any other Person that shall have become a party hereto as a Lender pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto as a Lender pursuant to an Assignment and Acceptance.

"Letter of Credit" means any standby letter of credit issued pursuant to this Agreement.

"LIBO Rate" means, with respect to each Interest Period for a Eurodollar Loan, (i) the offered quotation to first-class banks in the interbank Eurodollar market by the Administrative Agent for dollar deposits of amounts in same day funds comparable to the outstanding principal amount of the Eurodollar Loans for which an interest rate is then being determined with maturities comparable to the Interest Period to be applicable to such Eurodollar Loans, determined as of 10:00 A.M. (New York time) on the date which is two Business Days prior to the commencement of such Interest Period divided (and rounded upward to the next whole multiple of 1/16 of 1%) by (ii) a percentage equal to 100% minus the then stated maximum rate of all reserve requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D).

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan Documents" means this Agreement, the Letters of Credit, the Parent Companies Guarantee, the Capital Corporation Guarantee, the Subsidiary Guarantee and the Collateral Documents.

"Loans" means Term Loans or Revolving Loans or any combination thereof, as the context may require.

"Major Casualty Proceeds" means (i) the aggregate insurance proceeds received from a Person other than the Borrower or any of its Subsidiaries in connection with one or more related events by the Borrower or any of its Subsidiaries under any insurance policy maintained by the Borrower or any of its Subsidiaries covering casualty losses with respect to tangible real or personal property or improvements or (ii) any award or other compensation with respect to any condemnation of property (or any transfer or disposition of property in lieu of condemnation) received by the Borrower or any of its Subsidiaries, in either case only if the amount of such aggregate proceeds or award or other compensation exceeds $5,000,000, in each case less any taxes actually paid or to be payable by the Borrower or any of its Subsidiaries (as estimated by a Financial Officer, giving effect to the overall tax position of the Borrower) in respect of receipt of such insurance proceeds or award or other compensation, as the case may be (or,

in the case of the Borrower so long as it is treated as a partnership for United States federal, state or local income tax purposes, distributions to its members at such times and in such amounts as required to permit payment of taxes by such members in respect of their distributive shares of income attributable to such insurance proceeds or award or other compensation.

"Major Systems" means (i) the portion of the Jackson, Tennessee System, which serves the community of Jackson, Tennessee, (ii) the St. Tammany System, which comprises one consolidated headend and serves the communities of Slidell, Mandeville and St. Tammany, the towns of Pearl River, Abita Springs and Madisonville and the City of Covington, Louisiana, and (iii) the Lafourche System, which comprises two headends, one of which is a consolidated headend, and serves the communities of Lafourche, Assumption, and St. James, Louisiana, and "Major System" means any one of the foregoing.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, or financial condition of the Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrower to perform its obligations under the Loan Documents or (c) the ability of the Lenders or the Agents to practically realize the rights and benefits, taken as a whole, intended to be afforded to the Lenders or the Agents, as the case may be, under the Loan Documents.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Hedging Agreements, of any one or more of the Borrower and its Subsidiaries in an aggregate principal amount exceeding $5,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower or any Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

"Maturity Date" means (i) with respect to the Revolving Loans and the Tranche A Term Loans, March 31, 2006 and (ii) with respect to the Tranche B Term Loans, September 30, 2006.

"Moody's" means Moody's Investors Service, Inc., or any successor to such corporation's business of rating loans and debt securities.

"Mortgage" means each mortgage, deed of trust or deed to secure debt (in each case in form and substance reasonably satisfactory to the Administrative Agent), between each Obligor party thereto, as mortgagor or trustor, and the

Administrative Agent, as mortgagee or beneficiary, entered into after the Effective Date, upon the occurrence and continuation of a Default, at the request of the Required Lenders pursuant to Section 5.09(c), and "Mortgages" means all of the foregoing.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds" means, with respect to any Indebtedness Incurrence, Equity Issuance or Asset Sale, an amount equal to the cash proceeds received by the Borrower or any of its Subsidiaries therefrom or in respect thereof (including any cash proceeds received as income or other proceeds of any noncash proceeds of any Asset Sale, but not including the amount of Indebtedness (if any) assumed by the purchaser in any Asset Sale), less (x) any expenses reasonably incurred by such Person in respect thereof and (y) solely with respect to any Asset Sale, (i) the amount of any Indebtedness required to be discharged in connection with or as a result of such Asset Sale, (ii) the amount of any indemnification reserve funds established in connection with such Asset Sale, but only until such time as such reserve funds are released if not paid over to the purchaser or its designee in such Asset Sale and (iii) any taxes actually paid or to be payable by such Person, giving effect to the overall tax position of the Borrower (or, in the case of the Borrower so long as it is treated as a partnership for United States federal, state or local income tax purposes, distributions to its members at such times and in such amounts as required to permit payment of taxes by such members in respect of their distributive shares of income attributable to such Asset Sale).

"Net Investment Amount" has the meaning specified in Section 6.04(i).

"Obligor" means each of the Borrower, Parent Companies, Capital Corporation and the Subsidiary Guarantors.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, the Loan Documents.

"Parent Companies" means Renaissance Media (Louisiana) LLC, a Delaware limited liability company, and Renaissance Media (Tennessee) LLC, a Delaware limited liability company, collectively, and "Parent Company" means either of them, including, in each case, their respective successors. Unless the context otherwise requires, whenever an amount is to be determined hereunder with respect to Parent Companies, such amount shall be determined on a Combined Basis.

"Parent Companies Guarantee" means the guarantee agreement substantially in the form of Exhibit D-1 by Parent Companies for the benefit of the Administrative Agent, as amended from time to time.

"Parent Companies Interest Expense" means, for any period, the cash interest expense of Parent Companies for such period, including in any event the interest portion of payments under Capital Lease Obligations, but excluding (i) any amortization of debt issuance costs and (ii) to the extent included in interest expense in accordance with Financial Accounting Standards Board Statements Nos. 87 and 106, deferred payment obligations with respect to pension plans and post retirement benefits.

"Parent Companies Pledge Agreement" means the pledge agreement substantially in the form of Exhibit G among Parent Companies and the Administrative Agent entered into as of the Effective Date, as amended from time to time.

"Parent Companies Subsidiary" means any direct or indirect wholly owned subsidiary of either Parent Company.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Acquisition" means any acquisition (other than the Acquisition), whether in a single transaction or series of related transactions, by the Borrower or any one or more Subsidiaries, or any combination thereof, of (i) all or a substantial part of the assets, or a going concern business or division, of any Person, whether through purchase of assets or securities, by merger or otherwise, (ii) control of securities of an existing corporation or other Person having ordinary voting power (apart from rights accruing under special circumstances) to elect a majority of the board of directors of such corporation or other Person or (iii) control of a greater than 50% ownership interest in any existing partnership, joint venture or other Person, provided that:

(v) both before and immediately after giving effect to such acquisition, no Default shall have occurred and be continuing;

(w) the Person whose assets, securities or equity interests are being acquired is engaged in the cable television business or a business related, ancillary or complementary thereto;

(x) the Borrower shall be in compliance with Sections 6.12, 6.13, 6.14 and 6.15 after the Adjusted Consolidated Senior Leverage Ratio,

Combined Total Leverage Ratio, Combined Interest Coverage Ratio, Combined Fixed Charge Coverage Ratio and Combined Operating Cash Flow (after giving effect to any Pro Forma Cash Flow Determination) are each adjusted with respect to such acquisition on the date of consummation or proposed consummation thereof (the "Transaction Date") as follows: in calculating Combined Operating Cash Flow and Parent Companies Interest Expense, (1) the incurrence of any Indebtedness in connection with such acquisition and the application of the proceeds therefrom shall be assumed to have occurred on the first day of the period of four consecutive fiscal quarters (or other period) for which such amounts are required to be determined in accordance with the definitions of Adjusted Consolidated Senior Leverage Ratio, Combined Total Leverage Ratio, Combined Interest Coverage Ratio and Combined Fixed Charge Coverage Ratio (the "Reference Period"), (2) pro forma effect shall be given to any acquisition (including adjustments to operating results required to be made in accordance with GAAP) which occurs during the Reference Period or subsequent to the Reference Period and prior to the Transaction Date as if such acquisition had occurred on the first day of the Reference Period, (3) the incurrence of any Indebtedness during the Reference Period or subsequent to the Reference Period and prior to the Transaction Date and the application of the proceeds therefrom shall be assumed to have occurred on the first day of such Reference Period and (4) Parent Companies Interest Expense attributable to any Indebtedness (whether existing or being incurred) bearing a floating interest rate shall be computed on a pro forma basis as if the rate in effect on the date of computation had been the applicable rate for the entire period, unless the obligor with respect to such Indebtedness is a party to an interest rate swap or cap or similar agreement (which shall remain in effect for the twelve month period after the Transaction Date) which has the effect of fixing the interest rate on the date of computation, in which case such rate (whether higher or lower) shall be used;

(y) at least 15 days prior to the closing date for any such acquisition (or, in the case of any acquisition that occurs within 15 days after the Effective Date, within such time as the Borrower and the Syndication Agent agree), the Borrower shall have delivered to each of the Lenders (1) a compliance certificate certifying the Borrower's compliance with the covenants of this Agreement, including, without limitation, Sections 6.12, 6.13 (if applicable at such time), 6.14 and 6.15, after giving effect on a pro forma basis to such acquisition as required in clause (x) above and (2) a report of the chief financial officer or chief accounting officer of the Borrower, in a form and providing sufficient detail and justification for the information provided therein, including assumptions,

establishing (A) the basis for such certification and (B) that after giving effect to such acquisition and the financing therefor, the Borrower shall be in compliance on a pro forma basis until the end of the twelve-month period immediately following the last day of the month in which such acquisition is proposed to be consummated with the covenants contained in Sections 6.12, 6.13 (if applicable at such time), 6.14 and 6.15; provided that if the assumptions referred to in subclause (2) above include anticipated cost savings (calculated for the twelve-month period following the last day of the month in which such acquisition is proposed to be consummated) that exceed 10% of the actual cost of operations of the entity or attributable to the assets proposed to be acquired for the period of four consecutive fiscal quarters of such entity or the seller of such assets, as the case may be, most recently ended prior to the date of such report, then such report of the chief financial officer or chief accounting officer (including the assumptions referred to in clause (2) above) shall require the approval of at least two of the Agents, after completion of reasonable due diligence (such approval not to be unreasonably withheld).

(z) at the time such acquisition is consummated, (i) any property acquired by the Borrower or its Subsidiaries in connection therewith shall be made subject to the Liens of the Collateral Documents in accordance with Section 6.11 and (ii) any new wholly owned Subsidiary of the Borrower acquired or created in connection therewith or resulting therefrom shall become a Subsidiary Guarantor hereunder in accordance with Section 5.09.

"Permitted Asset Swap" means a swap of cable systems or cable system assets by the Borrower or any of its Subsidiaries with any Person other than the Borrower and its Subsidiaries to the extent such swap involves a like-kind exchange and (subject to the last proviso of this definition) no other consideration; provided that:

(v) the disposition of the systems or assets of the Borrower or its Subsidiary which are the subject of such swap and the receipt by the Borrower or such Subsidiary of the like-kind consideration therefor shall occur substantially simultaneously;

(w) the Borrower shall be in compliance with Sections 6.12, 6.13, 6.14 and 6.15 after the Adjusted Consolidated Senior Leverage Ratio, Combined Total Leverage Ratio, Combined Interest Coverage Ratio, Combined Fixed Charge Coverage Ratio and Combined Operating Cash Flow (after giving effect to any Pro Forma Cash Flow Determination) are each adjusted with respect to such swap on the date of consummation or

proposed consummation thereof (the "Swap Transaction Date") as follows: in calculating Combined Operating Cash Flow and Parent Companies Interest Expense, (1) the incurrence of any Indebtedness in connection with such swap and the application of the proceeds therefrom shall be assumed to have occurred on the first day of the period of four consecutive fiscal quarters (or other period) for which such amounts are required to be determined in accordance with the definitions of Adjusted Consolidated Senior Leverage Ratio, Combined Total Leverage Ratio, Combined Interest Coverage Ratio and Combined Fixed Charge Coverage Ratio (the "Swap Reference Period"), (2) pro forma effect shall be given to any swap (including adjustments to operating results required to be made in accordance with GAAP) which occurs during the Swap Reference Period or subsequent to the Swap Reference Period and prior to the Swap Transaction Date as if such acquisition had occurred on the first day of the Swap Reference Period, (3) the incurrence of any Indebtedness during the Swap Reference Period or subsequent to the Reference Period and prior to the Swap Transaction Date and the application of the proceeds therefrom shall be assumed to have occurred on the first day of such Swap Reference Period and (4) Parent Companies Interest Expense attributable to any Indebtedness (whether existing or being incurred) bearing a floating interest rate shall be computed on a pro forma basis as if the rate in effect on the date of computation had been the applicable rate for the entire period, unless the obligor with respect to such Indebtedness is a party to an interest rate swap or cap or similar agreement (which shall remain in effect for the twelve month period after the Swap Transaction Date) which has the effect of fixing the interest rate on the date of computation, in which case such rate (whether higher or lower) shall be used;

(x) at least 15 days prior to the closing date for any such swap (or, in the case of any swap that occurs within 15 days after the Effective Date, within such time as the Borrower and the Syndication Agent agree), the Borrower shall have delivered to each of the Lenders (1) a compliance certificate certifying the Borrower's compliance with the covenants of this Agreement, including, without limitation, Sections 6.12, 6.13 (if applicable at such time), 6.14 and 6.15, after giving effect on a pro forma basis to such swap as required in clause (w) above and (2) a report of the chief financial officer or chief accounting officer of the Borrower, in a form and providing sufficient detail and justification for the information provided therein, including assumptions, establishing (A) the basis for such certification and (B) that after giving effect to such swap and the financing therefor, the Borrower shall be in compliance on a pro forma basis until the end of the twelve-month period immediately following the last day of the month in which such swap is proposed to be consummated

with the covenants contained in Sections 6.12, 6.13 (if applicable at such time), 6.14 and 6.15; provided that if the assumptions referred to in subclause (2) above include anticipated cost savings (calculated for the twelve-month period following the last day of the month in which such swap is proposed to be consummated) that exceed 10% of the actual cost of operations of the entity or attributable to the assets proposed to be acquired for the period of four consecutive fiscal quarters of such entity or the seller of such assets, as the case may be, most recently ended prior to date of such report, then such report of the chief financial officer or chief accounting officer (including the assumptions referred to in clause (2) above) shall require the approval of at least two of the Agents, after completion of reasonable due diligence (such approval not to be unreasonably withheld);

(y) at the time such swap is consummated, (i) any property acquired by the Borrower or its Subsidiaries in connection therewith shall be made subject to the Liens of the Collateral Documents in accordance with Section 6.11 and (ii) any new wholly owned Subsidiary of the Borrower acquired or created in connection therewith or resulting therefrom shall become a Subsidiary Guarantor hereunder in accordance with Section 5.09; and

(z) any proposed swap that would result in the disposition of all or substantially all of the assets comprising any Major System, in any transaction or related series of transactions, shall not be a "Permitted Asset Swap" unless the Required Lenders have so agreed in writing; and

provided further that if a swap of cable systems or cable system assets is not entirely like-kind but involves the receipt or payment of other consideration, it shall to the extent that receipt or payment of other consideration is involved, but only to such extent, be deemed not a Permitted Asset Swap and shall be subject to any other applicable provisions of this Agreement.

"Permitted Encumbrances" means:

(a) Liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, landlord's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business or with respect to obligations that are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

(f) Liens created by the Collateral Documents;

(g) Liens resulting from Acquisition Deposits;

(h) Liens resulting from restrictions on transferability imposed (i) under the terms of any Franchise, FCC License, pole attachment agreement or other similar agreement entered into by the Borrower or any Subsidiary in the ordinary course of business or (ii) as a result of the Borrower and its Subsidiaries being subject to the Communications Act or similar state or local laws and regulations;

(i) tower leases or subleases granted to others that do not materially interfere with the ordinary course of business of the Borrower and its Subsidiaries, taken as a whole; and

(j) any interest or title of a lessor in property leased by the Borrower or any of its Subsidiaries under any capital lease or operating lease permitted hereunder;

provided that the term "Permitted Encumbrances" (x) shall not include any Lien securing Indebtedness (other than the Loans and reimbursement obligations in respect of LC Disbursements) and (y) when used with respect to any Collateral subject to a Mortgage, shall mean the "Permitted Encumbrances" as defined in such Mortgage only.

"Permitted Holders" means any of Morgan Stanley Capital Partners III, L.P., Morgan Stanley Capital Investors, L.P. and MSCPIII 892 Investors, L.P. and their respective Affiliates.

"Permitted Investments" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from Standards & Poor's Rating Group or from Moody's Investor Service Inc.;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above; and

(e) investments in money market funds comprised principally of assets described in clauses (a) through (c) above.

"Permitted Special Capital Expenditures" means, for any period ending on or before December 31, 2002, special capital expenditures of the Borrower and its Consolidated Subsidiaries related to the high speed data and digital services businesses and systems rebuilds and upgrades, to the extent such special capital expenditures do not exceed (i) $17,500,000 in any calendar year ending on or prior to December 31, 2002, and (ii) $45,000,000 in the aggregate from the Effective Date through December 31, 2002.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or

Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Reversion Proceeds" means the aggregate amount of payments received by the Borrower or any of its Subsidiaries from the termination of a Plan.

"Pledge Agreement" means the Parent Companies Pledge Agreement, the Borrower Pledge Agreement or the Subsidiary Pledge Agreement, and "Pledge Agreements" means all of the foregoing.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by Bankers Trust Company as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Pro Forma Cash Flow Determination" has the meaning specified in the definition of "Combined Operating Cash Flow".

"Purchase Agreement" means the Asset Purchase Agreement dated as of November 14, 1997 between RMH and Seller, as amended to date and from time to time in accordance with Section 6.09, and as may be assigned to the Borrower prior to the closing thereunder.

"Reduction Percentage" means (i) in the case of an Equity Issuance, 50%, and (ii) in all other cases, 100%.

"Register" has the meaning assigned to such term in Section 9.04.

"Related Entity" means, at any date, any Subsidiary (other than a wholly owned Subsidiary) or other corporation or entity in which the Borrower or any Subsidiary owns capital stock or other equity interests.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Renaissance Companies" means RMG and any successor thereto, together with its direct and indirect Subsidiaries (including, without limitation, the Parent Companies, Capital Corporation and the Borrower).

"Required Lenders" means, at any time, Lenders having in the aggregate at least 51% of the sum of (i) Revolving Credit Exposures and unused Revolving Commitments at such time and (ii) the aggregate principal amount of the Term Loans outstanding at such time (or, if no Term Loans are outstanding at such time, the aggregate Term Commitments at such time).

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any class of equity securities of the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity securities of the Borrower or any option, warrant or other right to acquire any such equity securities of the Borrower.

"Revolving Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder, as such commitment may be (x) reduced from time to time pursuant to Sections 2.07(c), 2.09(a)(ii) and 2.09(b) and (y) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 2.01 under the heading "Revolving Commitment", or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable. The initial aggregate amount of the Lenders' Revolving Commitments is $40,000,000.

"Revolving Credit Availability Period" means the period from and including the Effective Date to but excluding the earlier of (i) the Maturity Date for Revolving Loans and (ii) the date of termination of the Revolving Commitments.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans and its LC Exposure at such time.

"Revolving Loan" means a loan made pursuant to Section 2.01(c).

"RMG" means Renaissance Media Group LLC, a Delaware limited liability company.

"RMH" means Renaissance Media Holdings LLC, a Delaware limited liability company.

"Security Agreement" means the Borrower Security Agreement or the Subsidiary Security Agreement, and "Security Agreements" means both of them.

"Seller" means TWI Cable Inc., a Delaware corporation.

"Senior Discount Notes" means the 10% Senior Discount Notes Due 2008 issued by Parent Companies and Capital Corporation pursuant to the Indenture.

"Social Contract" means the rights and obligations with respect to the Systems under the Social Contract, as approved by the FCC on November 30, 1995 and effective as of January 1, 1996, among the FCC, the Seller, Time Warner Entertainment Company, L.P., Time Warner Entertainment -Advance/ Newhouse Partnership, and subsidiaries, divisions and affiliates thereof, which rights and obligations are to be assumed by the Borrower in connection with the consummation of the Acquisition, with the concurrence of the FCC by an Order of the FCC adopted March 16, 1998 and released March 19, 1998.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor to its business of rating loans and debt securities.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject for eurodollar funding (currently referred to as "Eurodollar Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurodollar funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subscriber Equivalent" has the meaning assigned to such term in the Purchase Agreement.

"Subscriber Total" means, at any date, the sum of (i) all Individual Subscribers on such date and (ii) all Subscriber Equivalents on such date.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means, with respect to any Person, any subsidiary of such Person; unless otherwise specified, "Subsidiary" means a subsidiary of the Borrower.

"Subsidiary Guarantee" means the guarantee agreement substantially in the form of Exhibit D-2 by each Subsidiary Guarantor for the benefit of the Administrative Agent, as amended from time to time.

"Subsidiary Guarantor" means each Parent Companies Subsidiary which becomes a party to the Subsidiary Guarantee pursuant to Section 5.09, and "Subsidiary Guarantors" means all of them.

"Subsidiary Pledge Agreement" means the pledge agreement substantially in the form of Exhibit E among each Subsidiary Guarantor and the Administrative Agent, as amended from time to time.

"Subsidiary Security Agreement" means the security agreement substantially in the form of Exhibit F hereto among each Subsidiary Guarantor and the Administrative Agent, as amended from time to time.

"Systems" means cable television systems in and around Jackson, Selmer, Camden, Alamo and Newbern, Tennessee; Picayune, Mississippi; and St. Tammany, Lafourche, St. Landry and Pointe Coupee, Louisiana; and "System" means any one of the foregoing cable television systems.

"Targets" means all of the assets (other than the Excluded Assets) comprising the Systems.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Term Commitments" means Tranche A Term Commitments or Tranche B Term Commitments, or any combination thereof, as the context may require.

"Term Loans" means Tranche A Term Loans or Tranche B Term Loans, or any combination thereof, as the context may require.

"Time Warner Put" means the Seller's right, pursuant to and in accordance with the procedures set forth in Section 9.05 of the Amended and Restated Limited Liability Company Agreement of RMH, dated as of April 9, 1998 (as in effect on the Effective Date and, except for any Excluded Amendment (as hereafter defined), as amended from time to time) to cause RMH to purchase all of the Seller's limited liability company interests of RMH if at any time the Seller's direct or indirect ownership of a limited liability company interest in RMH violates a material legal or regulatory requirement applicable to the Seller. For purposes hereof, an "Excluded Amendment" means any amendment or modification of the Amended and Restated Limited Liability Company Agreement of RMH that, without the prior written consent of the Required Lenders, (i) results in an increase in the purchase price, (ii) reduces or eliminates the required notice period, or (iii) otherwise expands the rights of the Seller in any manner that adversely affects the Lenders, in each case in respect of an exercise of the Time Warner Put.

"Tranche A Term Commitment" means, with respect to each Lender, the commitment of such Lender to make Tranche A Term Loans hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Tranche A Term Loans hereunder, as such commitment may be (x) reduced from time to time pursuant to Sections 2.07(c) and (y) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Tranche A Term Commitment is set forth on Schedule 2.01 under the heading "Tranche A Term Commitment", or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Tranche A Term Commitment, as applicable. The initial aggregate amount of the Lenders' Tranche A Term Commitments is $60,000,000.

"Tranche B Term Commitment" means, with respect to each Lender, the commitment of such Lender to make Tranche B Term Loans hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Tranche B Term Loans hereunder, as such commitment may be (x) reduced from time to time pursuant to Section 2.07(c) and (y) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Tranche B Term Commitment is set forth on Schedule 2.01 under the heading "Tranche B Term Commitment", or in the

Assignment and Acceptance pursuant to which such Lender shall have assumed its Tranche B Term Commitment, as applicable. The initial aggregate amount of the Lenders' Tranche B Term Commitments is $50,000,000.

"Tranche A Term Loan" means a loan made pursuant to Section 2.01(a).

"Tranche B Term Loan" means a loan made pursuant to Section 2.01(b).

"Transactions" means the execution, delivery and performance by the Borrower of the Loan Documents, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"U.S. Dollars" means the lawful currency of the United States of America.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurodollar Loan") or by Class and Type (e.g., a "Eurodollar Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurodollar Borrowing") or by Class and Type (e.g., a "Eurodollar Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and

assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time (subject to Section 6.10); provided that, if the Borrower notifies the Agents that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower and the other Agents that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. The term "Combined Basis", when used with respect to the determination of any amount, means that such amount is to be determined by combining (i) the relevant amount determined with respect to Renaissance Media (Louisiana) LLC and its consolidated subsidiaries on a consolidated basis and (ii) the relevant amount determined with respect to Renaissance Media (Tennessee) LLC and its consolidated subsidiaries on a consolidated basis, all in accordance with GAAP. Unless the context otherwise requires, whenever an amount herein is expressly to be determined with respect to Parent Companies, such amount shall be determined on a Combined Basis.

ARTICLE 2

THE CREDITS

SECTION 2.01. Commitments. (a) Tranche A Term Loans. Subject to the terms and conditions set forth herein, each Lender agrees to make a loan to the Borrower on the Effective Date in an aggregate principal amount that will not result in such Lender's Tranche A Term Loans exceeding such Lender's Tranche

A Term Commitment. Loans made pursuant to this paragraph are not revolving in nature and amounts of such Loans repaid or prepaid may not be reborrowed.

(b) Tranche B Term Loans. Subject to the terms and conditions set forth herein, each Lender agrees to make a loan to the Borrower on the Effective Date in a principal amount that will not result in such Lender's Tranche B Term Loans exceeding such Lender's Tranche B Term Commitment. Loans made pursuant to this subsection are not revolving in nature and amounts of such loans repaid or prepaid may not be reborrowed.

(c) Revolving Loans. Subject to the terms and conditions set forth herein, each Lender agrees to make loans to the Borrower from time to time during the Revolving Credit Availability Period in an aggregate principal amount that will not result in such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Loan shall be made as part of a Borrowing consisting of Loans of the relevant Class made by the Lenders ratably in accordance with their respective Commitments of such Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.13, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may (subject to Section 2.18) make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $2,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $1,000,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(e). Borrowings of more than one Type and Class may be outstanding at the same

time; provided that there shall not at any time be more than a total of twelve Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing of any Class if the Interest Period requested with respect thereto would end after the Maturity Date for the relevant Class.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of the proposed Borrowing; provided that any such notice of an ABR Revolving Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(e) may be given not later than 10:30 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be a Tranche A Term Borrowing, a Tranche B Term Borrowing or a Revolving Borrowing;

(iv) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(v) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(vi) the location and number of the account or accounts to which funds are to be disbursed, which shall comply with the requirements of Section 2.05.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with

respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender with a Commitment of the relevant Class of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Letters of Credit. (a) Subject to the terms and conditions set forth herein, the Borrower may request the issuance of Letters of Credit (payable on a sight (not a delayed) basis and denominated in U.S. Dollars) for its own account, in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time prior to the date that is 30 days before the last day of the Revolving Credit Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Request to Issue, Amend, Extend; Certain Conditions. To request the issuance of a Letter of Credit, the Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (reasonably in advance of the proposed issuance date) a Request to Issue in the form of Exhibit N, which will be accompanied by such other documentation that the Issuing Bank may reasonably require. The making of each Request to Issue a Letter of Credit shall be deemed to be a representation and warranty by the Borrower that such issuance shall not violate the requirements of this Agreement applicable to Letters of Credit and that after giving effect to such issuance (i) the LC Exposure shall not exceed $4,000,000 and (ii) the total Revolving Credit Exposures shall not exceed the total Revolving Commitments. To request the amendment or extension of a Letter of Credit, the Borrower shall hand deliver or telecopy (or transmit by electronic communications, if arrangements for doing so have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (reasonably in advance of the proposed amendment or extension date) a notice, in a form acceptable to the Issuing Bank, identifying the affected Letter of Credit and setting forth appropriate details of the requested amendment and/or extension. The making of each request to amend or extend a Letter of Credit shall be deemed to be a representation and warranty by the Borrower that such amendment or extension shall not violate the requirements of this Agreement applicable to Letters of Credit.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of each successive extension thereof, a date up to one year after the date of such extension) and (ii) the date that is thirty Business Days prior to the Maturity Date for Revolving Loans.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage (if any) of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage (if any) of each LC Disbursement made by the Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrower for any reason. Upon the issuance of or amendment to any Letter of Credit, the Issuing Bank shall promptly notify each Lender of such issuance or amendment, and such notice shall be accompanied by a copy of the issued Letter of Credit or amendment, as the case may be; provided that the failure of the Issuing Bank to so notify the Lenders shall not affect the obligations of the Borrower or the Lenders hereunder. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon, New York City time, on (i) the Business Day that the Borrower receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the day of receipt, or (ii) the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, if such LC

Disbursement is not less than $500,000, the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender with a Revolving Commitment of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each such Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse the Issuing Bank, then to such Lenders and the Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement or any other Loan Document, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder; and none of the Administrative Agent, the Lenders or the Issuing Bank, or any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to

in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided that none of the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or wilful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.12(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Lender

pursuant to paragraph (e) of this Section to reimburse the Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of the Issuing Bank. The Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.11(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Lenders with LC Exposure representing at least 51% of the total LC Exposure demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in the Cash Collateral Account an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Article 7. Such deposits shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such deposits. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC

Exposure representing at least 51% of the total LC Exposure), be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived.

SECTION 2.05. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account or accounts of the Borrower designated by the Borrower in the applicable Borrowing Request or, in the absence of such a designation, to an account of the Borrower maintained with the Administrative Agent in New York City; provided that ABR Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.04(e) shall be remitted by the Administrative Agent to the Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing (if any), the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.06. Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such

Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing, (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.07. Termination and Reduction of Commitments. (a) The Term Commitments shall terminate on the Effective Date simultaneous with the funding of the Loans made under those Commitments on the Effective Date, and the Revolving Commitments shall terminate on the last day of the Revolving Credit Availability Period.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitments of any Class; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000 and (ii) the Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.10, the total Revolving Credit Exposures would exceed the total Revolving Commitments.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments of any Class under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders having Commitments of the affected Class of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, the effectiveness of a merger or consolidation of the Borrower with any other Person or the consummation of a sale or other disposition of all or a substantial part of the assets of the Borrower, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the

specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments of any Class shall be made ratably among the Lenders in accordance with their respective Commitments of such Class.

SECTION 2.08. Maturity of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender on the relevant Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent and the Borrower (such approvals not to be unreasonably withheld). Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.09. Mandatory Repayment and Prepayment of Loans and Reduction of Commitments. (a) Repayment and Reduction. (i) The Borrower

hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender having Tranche A Term Loans or Tranche B Term Loans, on each date set forth below, an aggregate principal amount of such Loans equal to the amount set forth below opposite such date (as such amount may be reduced pursuant to paragraph (b)(v) below or Section 2.10(c)):

Date	Tranche A Term Loans Amount	Tranche B Term Loans Amount
June 30, 1998	$ 150,000	$ 125,000
September 30, 1998	$ 150,000	$ 125,000
December 31, 1998	$ 150,000	$ 125,000
March 31, 1999	$ 150,000	$ 125,000
June 30, 1999	$ 150,000	$ 125,000
September 30, 1999	$ 150,000	$ 125,000
December 31, 1999	$ 150,000	$ 125,000
March 31, 2000	$ 150,000	$ 125,000
June 30, 2000	$ 150,000	$ 125,000
September 30, 2000	$ 150,000	$ 125,000
December 31, 2000	$ 150,000	$ 125,000
March 31, 2001	$ 150,000	$ 125,000
June 30, 2001	$ 750,000	$ 125,000
September 30, 2001	$ 750,000	$ 125,000
December 31, 2001	$ 750,000	$ 125,000
March 31, 2002	$ 750,000	$ 125,000
June 30, 2002	$ 3,000,000	$ 125,000
September 30, 2002	$ 3,000,000	$ 125,000
December 31, 2002	$ 3,000,000	$ 125,000
March 31, 2003	$ 3,000,000	$ 125,000
June 30, 2003	$ 3,000,000	$ 125,000
September 30, 2003	$ 3,000,000	$ 125,000
December 31, 2003	$ 3,000,000	$ 125,000
March 31, 2004	$ 3,000,000	$ 125,000
June 30, 2004	$ 3,000,000	$ 125,000
September 30, 2004	$ 3,000,000	$ 125,000
December 31, 2004	$ 3,000,000	$ 125,000
March 31, 2005	$ 3,000,000	$ 125,000
June 30, 2005	$ 4,800,000	$ 7,875,000
September 30, 2005	$ 4,800,000	$ 7,875,000
December 31, 2005	$ 4,800,000	$ 7,875,000

Date	Tranche A Term Loans Amount	Tranche B Term Loans Amount
March 31, 2006	$ 4,800,000	$ 7,875,000
June 30, 2006	----	$ 7,500,000
September 30, 2006	----	$ 7,500,000

(ii) On each date set forth below, the Revolving Commitments shall be reduced in an aggregate amount equal to the amount set forth opposite such date.

Date	Revolving Commitment Reduction Amount
June 30, 2002	$2,000,000
September 30, 2002	$2,000,000
December 31, 2002	$2,000,000
March 31, 2003	$2,000,000
June 30, 2003	$2,000,000
September 30, 2003	$2,000,000
December 31, 2003	$2,000,000
March 31, 2004	$2,000,000
June 30, 2004	$2,000,000
September 30, 2004	$2,000,000
December 31, 2004	$2,000,000
March 31, 2005	$2,000,000
June 30, 2005	$4,000,000
September 30, 2005	$4,000,000
December 31, 2005	$4,000,000
March 31, 2006	$4,000,000

(b) Prepayment and Reduction. (i) In addition, the Borrower shall prepay Term Loans and, solely in the case of clause (x) below, the Revolving Commitments shall be reduced as follows:

(x) on the date which the Borrower or any of its Subsidiaries shall receive (A) Net Cash Proceeds with respect to (1) any Asset Sale made in any fiscal year, but solely if, and solely to the extent that, the aggregate Net Cash Proceeds from such Asset Sale, when combined with all other Asset Sales previously

made during such fiscal year, exceeds $1,000,000, (2) any Indebtedness Incurrence or (3) any Equity Issuance or (B) any Plan Reversion Proceeds, the Borrower shall prepay Term Loans and the Revolving Commitments shall be reduced, in the aggregate, by an amount equal to the Reduction Percentage of such Net Cash Proceeds or Plan Reversion Proceeds, as the case may be; provided that if the Net Cash Proceeds and Plan Reversion Proceeds are less than $1,000,000, such prepayment or reduction shall be made upon receipt of proceeds such that, together with all other such amounts not previously applied, aggregate Net Cash Proceeds and Plan Reversion Proceeds are equal to at least $1,000,000; and provided further that the Borrower shall not be required to apply to such prepayment or reduction (I) Net Cash Proceeds of Asset Sales which would otherwise be required to be applied to such prepayment or reduction, to the extent such Net Cash Proceeds are reinvested within 365 days of such Asset Sales in productive assets of a kind used or usable in the business of the Borrower or such Subsidiary and (II) Net Cash Proceeds of any Equity Issuance to the extent that the proceeds thereof are used within 90 days to fund Equity-Funded Acquisition Deposits or the purchase price of a Permitted Acquisition; and

(y) on the earlier of (I) the 120th day after the end of each fiscal year of Parent Companies on the last day of which the Combined Total Leverage Ratio exceeds 4.0:1.0 (beginning with the fiscal year ending in 1998) and (II) the fifth Business Day after financial statements in respect of any such fiscal year are delivered by the Borrower pursuant to Section 5.01(a), the Borrower shall prepay Term Loans by an amount equal to 50% of Excess Cash Flow for such fiscal year.

(ii) In addition, promptly following receipt by the Borrower or any of its Subsidiaries of any Major Casualty Proceeds or Indemnity Proceeds, the Borrower shall deposit with the Administrative Agent in the Cash Collateral Account an amount of cash equal to the amount of such Major Casualty Proceeds or Indemnity Proceeds, as the case may be. So long as no Default has occurred and is continuing, an amount equal to the aggregate amount of such cash proceeds which such Person has expended or committed to expend for the restoration or replacement of the asset in respect of which such Major Casualty Proceeds payment was made or to remedy the event giving rise to such Indemnity Proceeds payment, shall be released by the Administrative Agent to the Borrower; provided that if within 180 days of receipt of such payment such Person shall not have

expended or committed to expend an equivalent amount for the restoration or replacement of the asset in respect of which such Major Casualty Proceeds payment was made, or to remedy the event giving rise to such Indemnity Proceeds payment, the excess of the amount of such payment (net of any fees and out-of-pocket expenses reasonably incurred by such Person in connection with the recovery or collection of such Major Casualty Proceeds Payment or Indemnity Proceeds payment, as the case may be) over the amount of such expenditures and commitments shall be applied to prepay the Term Loans and reduce the Revolving Commitments on such 180th day.

The prepayments and reductions required pursuant to clauses (i) and (ii) of this paragraph shall be effected in the following order: first (subject to paragraph (c) of this Section, in the case of a prepayment of the Term Loans in part), the Borrower shall prepay the Term Loans until the Term Loans have been paid in full and second, the Revolving Commitments shall be reduced; provided that no prepayment made pursuant to clause (b)(i)(y) shall reduce the Revolving Commitments.

(iii) If on the date of any reduction of the Revolving Commitments pursuant to clauses (i) or (ii) of this paragraph or clause (ii) of paragraph (a) above the aggregate Revolving Credit Exposure on such date exceeds the aggregate Revolving Commitments on such date as then reduced (or if the Revolving Commitments have terminated but there is still Revolving Credit Exposure), the Borrower shall apply an amount equal to such excess to prepay the Revolving Loans and cash collateralize Letters of Credit so that after giving effect thereto the Revolving Credit Exposure of each Lender does not exceed its Revolving Commitment as then reduced (or until there is no Revolving Credit Exposure). The prepayments and cash collateralization required pursuant to this clause shall be effected in the following order: first, the Borrower shall prepay the Revolving Loans until the Revolving Loans have been paid in full and second, the Borrower shall cash collateralize Letters of Credit by depositing any remaining amounts in the Cash Collateral Account. In determining Revolving Credit Exposure for purposes of this clause, LC Exposure shall be reduced to the extent that Letters of Credit have been cash collateralized as contemplated by the previous sentence.

(iv) The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment or reduction under this paragraph not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or reduction, as the case may be (or, solely if such prepayment will be a prepayment of ABR Loans

only, no later than 11:00 a.m., New York City time, one Business Day before the date of such prepayment). Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.07, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.07. Each prepayment of Loans of any Class made by the Borrower pursuant to this Section shall be applied to such Borrowing or Borrowings of such Class as the Borrower may designate in the notice of prepayment delivered by the Borrower with respect thereto (or, failing such designation, as determined by the Administrative Agent), and shall be applied to repay ratably the Loans of such Class of the several Lenders included in such Borrowing or Borrowings. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the affected Lenders of the contents thereof. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.12.

(v) The amount of any prepayment of the Term Loans made by the Borrower pursuant to clauses (i) or (ii) of this paragraph shall be applied to reduce first, in order of maturity, the amount of each subsequent scheduled repayment of the Term Loans to be made during the next twelve months pursuant to paragraph (a) of this Section, and second, ratably, the amount of each other subsequent scheduled repayment of the Term Loans. The amount of any prepayment made by the Borrower pursuant to clause (i) or (ii) of this paragraph (other than prepayments made pursuant to clause (b)(i)(y)) shall be applied, after all Term Loans have been repaid, ratably to scheduled reductions of the Revolving Commitments to be made by the Borrower pursuant to paragraph (a) of this Section.

(c) Option of Tranche B Lenders Not to Accept Prepayments. (i) The Borrower shall (x) at least one Business Day prior to any date (an "Unscheduled Prepayment Date") on which any prepayment of the Tranche B Term Loans, other than a prepayment of such Loans in whole or after all Tranche A Term Loans have been paid in full (an "Unscheduled Payment"), would, but for the provisions of this paragraph (c), otherwise have been made pursuant to this Section or Section 2.10, deliver a notice conforming to the requirements set forth below (a "Prepayment Notice") to the Administrative Agent and (y) on or prior to such Unscheduled Prepayment Date, deposit in the Prepayment Account established pursuant to Section 5(a) of the Borrower Security Agreement an amount equal to the principal amount that would have been payable by the Borrower pursuant to this Section or Section 2.10 on such Unscheduled

Prepayment Date in respect of such Unscheduled Prepayment. Such Unscheduled Prepayment shall not occur on such Unscheduled Payment Date but shall instead be deferred as hereinafter provided in this paragraph (c). Upon receipt of any Prepayment Notice, the Administrative Agent shall promptly notify each affected Lender of the contents hereof.

(ii) Each Prepayment Notice shall be in writing, shall refer to this paragraph (c) and shall (w) set forth the amount of the Unscheduled Prepayment and the prepayment that the applicable Term Lender will be entitled to receive if it accepts prepayment of its Tranche B Term Loans in accordance with this subsection, (x) contain an offer to prepay on a specified date (each such date, a "Deferred Unscheduled Prepayment Date"), which shall be not less than three Business Days nor more than five Business Days after the date of such Prepayment Notice, the Tranche B Term Loans of such Lender by an aggregate principal amount equal to such Lender's ratable share of such Unscheduled Prepayment (determined by reference to the outstanding principal amount of such Lender's Tranche B Term Loan as a proportion of the aggregate outstanding principal amount of the Tranche B Term Loans of all of the Lenders), (y) request such Lender to notify the Borrower and the Administrative Agent in writing, no later than the second Business Day after the date of such Prepayment Notice, of such Lender's acceptance or rejection (in each case, in whole and not in part) of such offer of prepayment and (z) inform such Lender that the failure by such Lender to reject such offer in writing on or before the second Business Day after the date of such Prepayment Notice shall be deemed an acceptance of such prepayment offer. Each Prepayment Notice shall be given by telecopy, confirmed hand delivery or overnight courier service, in each case addressed to the Administrative Agent and each affected Lender as provided in Section 9.01.

(iii) On each Deferred Unscheduled Prepayment Date, the Administrative Agent shall withdraw from the Prepayment Account the aggregate amount required to prepay the Tranche B Term Loans of each of the Lenders that shall have accepted (or been deemed to have accepted) prepayment in accordance with the related Prepayment Notice (each, an "Accepting Lender") and shall cause such amount to be applied on behalf of the Borrower to prepay the outstanding Loans of the Accepting Lenders.

(iv) Any amount remaining in the Prepayment Account on any Deferred Unscheduled Prepayment Date after giving effect to the prepayments required by clause (iii) above (exclusive of any interest or profits with respect to amounts held in the Prepayment Account) shall be

withdrawn and applied by the Administrative Agent (x) to prepay the principal of the then outstanding Tranche B Term Loans of the Accepting Lenders and the then outstanding Tranche A Term Loans, in each case ratably in proportion to their then outstanding principal amounts, and/or (y) after all Term Loans have been repaid, to reduce the Revolving Commitments, all in accordance with paragraph (b) above or Section 2.10, as applicable.

SECTION 2.10. Optional Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing of any Class in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section and, in the case of any Borrowing of Tranche B Loans, to Section 2.09(c).

(b) The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.07, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.07. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.12.

(c) Subject to Section 2.09(c), each prepayment of the Term Loans made pursuant to this Section shall be allocated pro rata on the basis of principal amount among the then outstanding Tranche A Term Loans and Tranche B Term Loans. The amount of any prepayment of the Term Loans made by the Borrower pursuant to this Section shall be applied to reduce ratably first, in order of maturity, the amount of each subsequent scheduled repayment of the Term Loans to be made during the next twelve months pursuant to Section 2.09(a), and second, the amount of each other subsequent scheduled repayment of the Term Loans to be made by the Borrower pursuant to Section 2.09(a).

SECTION 2.11. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the rate of 1/2% per annum on the daily aggregate unused amount of the Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Revolving Commitments terminate. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any commitment fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. All commitment fees shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate for Letter of Credit participation fees on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to the Issuing Bank a fronting fee, which shall accrue at the rate of 1/4% per annum on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure (subject to a minimum fronting fee of $500 per year per Letter of Credit), as well as the Issuing Bank's standard fees with respect to the issuance, amendment or extension of any Letter of Credit or processing of drawings thereunder. Accrued participation fees and fronting fees shall be payable on the last Business Day of April, July, October and January of each year and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after May 1, 1998; provided that any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day of the period of calculation).

(c) The Borrower agrees to pay to each Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and such Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to each of the other Agents and the Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the relevant Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.12. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to 2% plus the higher of (i) the rate (including any applicable interest margin) otherwise applicable to such amount as provided in the preceding paragraphs of this Section and (ii) the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Revolving Credit Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but

excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.13. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.14. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or the Issuing Bank; or

(ii) impose on any Lender or the Issuing Bank or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or otherwise), then the Borrower will pay

to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or the Issuing Bank determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of the Loan Documents or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate (without duplication) such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or the Issuing Bank setting forth, in reasonable detail, the amount or amounts necessary to compensate such Lender or the Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and the basis of the calculation thereof shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or the Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or the Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.15. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period

applicable thereto, (c) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.10(b) and is revoked in accordance therewith) or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth, in reasonable detail, any amount or amounts that such Lender is entitled to receive pursuant to this Section and the basis of the calculation thereof shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.16. Taxes. (a) Any and all payments by or on account of any obligation of the Borrower under the Loan Documents shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Borrower shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent, each Lender and the Issuing Bank, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative

Agent, such Lender or the Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the Issuing Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or the Issuing Bank, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the Code, the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate.

(f) If a Lender or the Issuing Bank shall become aware that it is entitled to receive a refund from a relevant Governmental Authority in respect of Indemnified Taxes or Other Taxes as to which it has been indemnified by the Borrower pursuant to this Section, it shall promptly notify the Borrower of the availability of such refund and shall, within 30 days after receipt of a request by the Borrower (whether as a result of notification that it has made to the Borrower or otherwise), make a claim to such Governmental Authority for such refund at the Borrower's expense. If such Lender or Issuing Bank receives a refund in respect of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the Borrower pursuant to this Section, or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall promptly notify the Borrower of such refund and shall within 30 days from the date of receipt of such refund pay over the amount of such refund (including any interest paid or credited by the relevant Governmental Authority with respect to such refund) to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of such Lender or Issuing Bank and without interest; provided,

however, that the Borrower, upon the request of such Lender or Issuing Bank, agrees to repay the amount paid over to the Borrower (plus penalties, interest or other charges due to the appropriate authorities in connection therewith) to such Lender or Issuing Bank in the event such Lender or Issuing Bank, as the case may be, is required to repay such refund to such relevant authority.

SECTION 2.17. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.14, 2.15 or 2.16, or otherwise) prior to 12:00 noon, New York City time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 130 Liberty Street, New York, NY 10006, except payments to be made directly to the Issuing Bank as expressly provided herein and except that payments pursuant to Sections 2.14, 2.15, 2.16 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans of any Class or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans of such Class or participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender with respect to its Loans of the relevant Class or participations in LC Disbursements and accrued interest

thereon, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of the relevant Class and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(d) or (e), 2.05(b) or 2.17(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.18. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.14, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.16, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender.

(b) If any Lender requests compensation under Section 2.14, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and, if a Revolving Commitment is being assigned, the Issuing Bank), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each of the Borrower and its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite limited liability company power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02. Authorization; Enforceability. The Transactions are within the company powers of each of the Borrower and its Subsidiaries and have been duly authorized by all necessary company and, if required, member or stockholder action. Each of the Borrower and its Subsidiaries has duly executed and delivered each Loan Document to which it is a party, and each such Loan Document constitutes a legal, valid and binding obligation of the Borrower or such Subsidiary, as applicable, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect and (ii) solely with respect to consents relating to the Acquisition or any Permitted Acquisition, such consents the receipt of which is not required as a condition precedent to the consummation of the Acquisition or such Permitted Acquisition, as the case may be, pursuant to the Purchase Agreement (in the case of the Acquisition) or the relevant purchase agreement (in the case of any Permitted Acquisition) and the failure to obtain which could not reasonably be expected to result in a Material Adverse Effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower or any of its Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries, and (d) will not

result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries (other than the Liens created by the Collateral Documents).

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Borrower has heretofore furnished to the Lenders (i) the combined balance sheet and audited combined financial statements of the Systems as of and for the year ending December 31, 1997, reported on by Ernst & Young LLP, independent public accountants, (ii) the combined balance sheet and audited combined financial statements of RMH and the Borrower as of and for the year ending December 31,1997, reported on by Ernst & Young LLP, independent public accountants and (iii) the unaudited pro forma combined balance sheet and combined financial statements of RMG (based on the historical financial statements of the Systems and the combined historical statements of RMH and the Borrower) as of and for the year ending December 31, 1997. Such financial state statments present fairly, in all material respects, the financial position and results of operations of the Systems, and RMH and the Borrower, as the case may be, as of such dates and for such periods in accordance with GAAP, subject to normal recurring year-end adjustments and the absence of a statement of cash flows and footnotes.

(b) Since December 31, 1997, there has been no material adverse change in the business, operations, assets, liabilities, operations or condition, financial or otherwise, of the Systems, taken as a whole, or the Borrower and its Subsidiaries, taken as a whole.

(c) The Borrower has heretofore furnished to the Lenders the pro forma combined balance sheet of RMG (based on the historical financial statements of the Systems and the combined historical statements of RMH and the Borrower) as of December 31, 1997, referred to in clause (a)(iii) of this Section. Such balance sheet presents fairly, in all material respects, the financial position of the Borrower and its Consolidated Subsidiaries as of December 31, 1997 in accordance with GAAP on a pro forma basis, adjusted to give effect (as if such events had occurred on such date) to (i) the formation of the Parent Companies, Capital Corporation and RMG, (ii) the consummation of the Acquisition, (iii) the Transactions contemplated to occur on the Effective Date (including without limitation the making of Term Loans), (iv) the application of the proceeds therefrom as contemplated by the Acquisition Documents and the Loan Documents and (v) the payment of all legal, accounting and other fees related thereto to the extent known at the time of the preparation of such balance sheet. As of the date of such balance sheet and the Effective Date, the Borrower had and has no material liabilities, contingent or otherwise, including liabilities for taxes, long-term leases or forward or long-term commitments, which are not properly reflected on such balance sheet.

SECTION 3.05. Properties. (a) Each of the Borrower and its Subsidiaries has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

(b) Each of the Borrower and its Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Borrower and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06. Litigation and Environmental Matters. (a) Other than as set forth on Schedule 3.06, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve the Loan Documents or, as of the Effective Date, the Transactions, the Acquisition Documents or the Acquisition.

(b) Except as set forth on Schedule 3.06 and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) Since the date of this Agreement, there has been no change in the status of the matters disclosed on Schedule 3.06 that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

SECTION 3.07. Compliance with Laws and Agreements. Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation, the Cable Act, the Communications Act and the Copyright Act), and all indentures, agreements and other instruments binding upon it or its

property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 3.08. Investment and Holding Company Status. Neither the Borrower nor any of its Subsidiaries is (a) an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION 3.09. Taxes. Each of the Borrower and its Subsidiaries has timely filed or caused to be filed all tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves, or except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The aggregate present value of all accumulated benefit obligations under all Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than $1,000,000 the fair market value of the assets of such Plans, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than $1,000,000 the fair market value of the assets of all such underfunded Plans.

SECTION 3.11. Disclosure. The Borrower has disclosed to the Lenders all agreements, instruments and limited liability company, corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Borrower to any Agent or any Lender in connection with the negotiation of the Loan Documents or delivered thereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

SECTION 3.12. Guarantors. The Subsidiary Guarantors (together with the Borrower and any Related Entities in which Investments are permitted pursuant to Section 6.04(i)), are all of the Parent Companies Subsidiaries, and each of the Subsidiary Guarantors and the Borrower is a wholly owned Parent Companies Subsidiary. Each of the Parent Companies and Capital Corporation is a wholly owned Subsidiary of RMG.

SECTION 3.13. Collateral Documents. Each of the representations and warranties made by each of the Borrower and its Subsidiaries in the Collateral Documents to which it is a party is true and correct.

SECTION 3.14. Acquisition Documents. As of the Effective Date, each of the representations and warranties made by each of the Borrower and its Subsidiaries in the Acquisition Documents to which it is a party is true and correct in all material respects.

SECTION 3.15. Solvency. As of the Effective Date, after giving effect to the transactions contemplated hereby to occur on the Effective Date, and on the occasion of any extension of credit under this Agreement: (i) the aggregate fair market value of the assets of each of the Borrower and its Subsidiaries will exceed its liabilities (including contingent, subordinated, unmatured and unliquidated liabilities), (ii) each of the Borrower and its Subsidiaries will be able to pay its debts as they mature and (iii) each of the Borrower and its Subsidiaries will not have unreasonably small capital for the business in which it is engaged.

SECTION 3.16. Interest Rate Protection Program. As of the Effective Date, the Borrower has, at its sole cost and expense, entered into interest rate protection agreements with respect to the interest rate payable on the Loans, on terms and conditions previously disclosed to the Agents and the Lenders, and such interest rate protection agreements are in full force and effect.

ARTICLE 4

CONDITIONS

SECTION 4.01. Effective Date. The Effective Date hereunder shall occur on the first date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02), it being understood that with respect to the conditions set forth in clauses (e), (i) and (r), each Lender shall be deemed to have determined that such conditions shall have been satisfied unless the Syndication Agent shall have received notice from such Lender prior to the Effective Date that such Lender does not consider such conditions to have been satisfied (or, solely with respect to the conditions set forth in clauses (e), the Lenders shall not have received any documents referred to therein):

(a) The Syndication Agent (or its counsel) and the Administrative Agent shall have received from each party hereto a counterpart of this Agreement signed on behalf of such party or written evidence satisfactory to the Syndication Agent and the Administrative Agent (which may include telecopy transmission of a signed signature page) that such party has signed a counterpart of this Agreement.

(b) The Syndication Agent (or its counsel) and the Administrative Agent shall have received (i) from each Parent Company a counterpart of the Parent Companies Guarantee signed on behalf of such Parent Company or written evidence satisfactory to the Syndication Agent and the Administrative Agent (which may include telecopy transmission of a signed signature page) that such party has signed a counterpart of such Parent Companies Guarantee, (ii) from each party to each Effective Date Collateral Document a counterpart of such Effective Date Collateral Document signed on behalf of such party or written evidence satisfactory to the Syndication Agent and the Administrative Agent (which may include telecopy transmission of a signed signature page) that such party has signed a counterpart of such Effective Date Collateral Document and (iii) duly executed financing statements on Form UCC-1 in quantity sufficient for filing in all jurisdictions in which such filing is necessary or desirable to perfect the Liens created by the Effective Date Collateral Documents.

(c) The Syndication Agent and the Administrative Agent shall have received a favorable written opinion (addressed to the Agents and the Lenders and dated the Effective Date) of (i) Dow, Lohnes & Albertson, PLLC, counsel for the Obligors, substantially in the form of Exhibit H, (ii) Stone, Pigman, Walther, Wittmann & Hutchinson, L.L.P., special Mississippi counsel for the Obligors, substantially in the form of Exhibit I, (iii) Stone, Pigman, Walther, Wittmann & Hutchinson, L.L.P., special Louisiana counsel for the Obligors, substantially in the form of Exhibit J, (iv) Bass, Berry & Sims PLC, special Tennessee counsel for

the Obligors, substantially in the form of Exhibit K and (v) Davis Polk & Wardwell, special counsel for the Agents, substantially in the form of Exhibit L, and each covering such other matters relating to the Obligors, the Loan Documents or the Transactions as the Required Lenders shall reasonably request. The Borrower hereby requests each of Dow, Lohnes & Albertson, PLLC, Stone, Pigman, Walther, Wittmann & Hutchinson, L.L.P., and Bass, Berry & Sims PLC to deliver such opinion.

(d) The Lenders shall have received all the financial statements referred to in Sections 3.04(a) and 3.04(c).

(e) The Lenders shall have received an environmental report prepared by Dames and Moore with respect to the Targets, the Borrower and its Subsidiaries, in each case in form and substance reasonably satisfactory to the Lenders.

(f) Each of the Syndication Agent and the Administrative Agent shall have received evidence satisfactory to it that each Obligor is in compliance with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including, without limitation, the Cable Act, the Communications Act, the Copyright Act and any Environmental Laws), except for any failure to so comply which the Syndication Agent, in its reasonable discretion, has determined to be immaterial.

(g) The Syndication Agent and the Administrative Agent shall have received a certificate of a Financial Officer listing all real property owned or leased by the Borrower and its Subsidiaries.

(h) The Syndication Agent and the Administrative Agent shall have received a certificate of a Financial Officer, setting forth and opining as to the reasonableness of the insurance programs maintained with respect to the Targets, the Borrower and its Subsidiaries, all in form and substance reasonably satisfactory to the Syndication Agent and the Administrative Agent.

(i) There shall be no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or threatened against or affecting Parent Companies, the Borrower or any of their respective Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve the Loan Documents or the Transactions.

(j) (i) The aggregate amount of funds required by the Borrower with respect to the Acquisition (including without limitation for the payment of fees,

commissions and expenses) shall not exceed $312,000,000, and the sources and uses of such funds (and the assumptions relating thereto) shall be as agreed upon between the Borrower and the Syndication Agent prior to the Effective Date and reflected in term sheets heretofore delivered to the Syndication Agent; provided that any sources and uses of such funds (or assumptions relating thereto) not described in or inconsistent with such term sheets shall be reasonably satisfactory to the Syndication Agent; and (ii) prior to or simultaneously with the initial Borrowings hereunder, the Borrower shall have received net cash proceeds of (x) not less than $99,000,000 in the aggregate from the issuance of its membership interests to Parent Companies, and (y) not less than $100,000,000 (less fees payable in connection with the issuance of the Senior Discount Notes) from Parent Companies' contribution of proceeds from the issuance of the Senior Discount Notes.

(k) The Acquisition Documents shall be in full force and effect, the Syndication Agent and the Administrative Agent shall have received a copy of each Acquisition Document and each certificate, opinion of counsel or other material writing delivered as a condition precedent to the consummation of the Acquisition (and each such opinion shall be accompanied by a letter from the Person delivering such opinion authorizing reliance thereon by the Agents and the Lenders), and all consents, approvals, registrations, or other actions required by the Purchase Agreement to be obtained, made or taken in connection with the consummation of the Acquisition and the Transactions to be consummated on the Effective Date (including without limitation any consents or approvals required to be obtained from the management or members of the Borrower and any consents, approvals, registrations or other actions required to be obtained from, made with or taken by any Governmental Authority) shall have been obtained, made or taken and shall be in full force and effect.

(l) Each of the Syndication Agent and the Administrative Agent shall have received evidence satisfactory to it, which may include a certificate of the Borrower, that (i) all conditions (including, without limitation, receipt of FCC consent to the Borrower's assumption of the Social Contract and conditions relating to number of subscribers and material consents) to the consummation of the transactions contemplated by the Acquisition Documents to be consummated on the Effective Date as set forth in the Acquisition Documents shall have been satisfied or waived; provided that any condition to the Borrower's obligations shall be waived only with the concurrence of the Syndication Agent and the Administrative Agent (such concurrence not to be unreasonably withheld), (ii) all such transactions contemplated by the Acquisition Documents will take place prior to or simultaneously with the transactions contemplated hereby to take place on the Effective Date (including without limitation the making of the Term Loans) and (iii) the consummation of all such transactions and all transactions

contemplated hereby to take place on the Effective Date shall not violate any applicable law or regulation (including without limitation any of the Regulations of the Board, including Regulations G, U and X).

(m) Each of the Syndication Agent and the Administrative Agent shall have received (i) evidence satisfactory to it that the Liens created by the Collateral Documents constitute perfected first priority Liens on the Collateral (subject only to Liens permitted thereby) and (ii) the written consent of the Seller to the assignment by the Borrower of its rights and claims under the Purchase Agreement as collateral under the Borrower Security Agreement.

(n) The Syndication Agent and the Administrative Agent shall have received a certificate, dated the Effective Date and signed by the President, a Vice President or a Financial Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs (a), (b) and (c) of Section 4.02.

(o) The Agents shall have received all fees and other amounts due and payable to the Lenders or the Agents on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including, without limitation, legal fees and expenses) required to be reimbursed or paid by the Borrower hereunder.

(p) The Syndication Agent and the Administrative Agent shall have received a certificate dated the Effective Date and signed by the President, a Vice President or a Financial Officer of each of Renaissance Media (Louisiana) LLC and Renaissance Media (Tennessee) LLC, and a certificate dated the Effective Date and signed by the President, a Vice President or a Financial Officer of the Borrower, each certifying that, after giving effect to the Acquisition, the borrowings under this Agreement, the issuance of the Senior Discount Notes, the equity contributions to the Borrower by Parent Companies and the other transactions contemplated by the Loan Documents and the Acquisition Documents, none of the Obligors (i) is insolvent or will be thereby rendered insolvent, (ii) will be left with unreasonably small capital with which to engage in its business, or (iii) will have incurred Indebtedness beyond its ability to pay all of such Indebtedness as it matures.

(q) Each of the Syndication Agent and the Administrative Agent shall have received such documents and certificates as such Agents or their counsel may reasonably request relating to the organization, existence and good standing of each Obligor, the solvency of each of the Borrower and Parent Companies, the authorization of the Transactions and any other legal matters relating to any of the foregoing, all in form and substance satisfactory to the Syndication Agent and its counsel.

(r) The Lenders shall have determined (such determination to be made in good faith) that no disruption or adverse change in the financial, banking or capital markets has occurred since November 14, 1997 and is continuing on the Effective Date, which disruption or change is material in connection with the Loans hereunder or other transactions contemplated by this Agreement.

The Syndication Agent shall notify the Borrower, the Administrative Agent and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02) at or prior to 3:00 p.m., New York City time, on the earlier to occur of (i) October 31, 1998 and (ii) the date (as it may be extended from time to time) on which the Purchase Agreement terminates (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The Effective Date shall have occurred.

(b) The representations and warranties of the Obligors set forth in the Loan Documents shall be true and correct on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable.

(c) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a), (b) and (c) of this Section.

It is understood that the provisions set forth in this Section do not apply to any conversion or continuation of a Borrowing pursuant to Section 2.06.

ARTICLE 5

AFFIRMATIVE COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees and other amounts payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each fiscal year of RMG, its audited consolidated balance sheet and related statements of operations, members' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of RMG and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of RMG, its consolidated balance sheet and related statements of operations, members' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by the chief financial officer or chief accounting officer of RMG as presenting fairly in all material respects the financial condition and results of operations of RMG and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) within 30 days after the end of each month of RMG, its summary consolidated balance sheet and related statements of operations, members' equity and cash flows as of the end of and for such month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by the chief financial officer or chief

accounting officer of RMG as presenting fairly in all material respects the financial condition and results of operations of RMG and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(d) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 6.11 through 6.15, (iii) setting forth the Subscriber Total as of the last day of the fiscal quarter of the Borrower most recently ended and (iv) stating whether any change in GAAP or in the application thereof has occurred since the date of the financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(e) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(f) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Subsidiary with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by the Borrower to its members generally, as the case may be;

(g) prior to the end of each fiscal year of the Borrower, copies of operating budgets for the next fiscal year and any succeeding fiscal years, as prepared from time to time by the management of the Borrower for internal use;

(h) promptly following the delivery thereof to the Borrower or its management, a copy of any management letter or written report by independent public accountants with respect to the policies and procedures of the Borrower and its Subsidiaries that notes a "reportable condition"; and

(i) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower

or any Subsidiary, or compliance with the terms of the Loan Documents, as the Agents or any Lender may reasonably request.

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any Obligor that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other prior ERISA Events that have occurred, could reasonably be expected to give rise to any liability of the Borrower and its Subsidiaries in an aggregate amount exceeding $2,000,000; and

(d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and, except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect, the rights, licenses, permits, privileges and Franchises (including, without limitation, FCC Licenses and any licenses, permits or authorizations under the Cable Act or the Communications Act) material to the conduct of its business; provided that the foregoing shall not prohibit any disposition of assets, merger, consolidation, liquidation or dissolution permitted under Section 6.03.

SECTION 5.04. Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries to, pay its obligations, including liabilities for Taxes, that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with

respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks (including without limitation comprehensive general liability insurance, workers compensation insurance, product liability insurance, business interruption insurance and environmental insurance) as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 5.06. Books and Records; Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to, keep proper books of record and account established and maintained in accordance with GAAP in which full, true and correct entries are made in accordance with GAAP of all dealings and transactions in relation to its business and activities required to be reflected by GAAP. The Borrower will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested, and all in a manner so as not to unreasonably interfere with the Borrower's business and operations.

SECTION 5.07. Compliance with Laws and Contracts. (a) The Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including, without limitation, the Cable Act, the Communications Act, the Copyright Act and any Environmental Laws), except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) The Borrower will, and will cause each of its Subsidiaries to comply with all provisions of all material contracts to which the Borrower or such Subsidiary, as the case may be, is a party, except where the Borrower determines in good faith that failure to comply with any such contract (x) is in the Borrower's best interest and (y) will not, individually or in the aggregate, result in a Material Adverse Effect.

(c) Within 30 days of the execution of this Agreement and the other Loan Documents, the Borrower will file, or cause to be filed, with the FCC a copy of this Agreement and each other Loan Document required to be filed with the FCC, and confirm in writing to the Administrative Agent that such copies have been duly and timely filed.

SECTION 5.08. Use of Proceeds and Letters of Credit. The proceeds of the Term Loans and the Revolving Loans made on the Effective Date will be used only (i) to consummate the Acquisition and (ii) to pay related fees and expenses. The proceeds of the Revolving Loans made on any date after the Effective Date will be used only (i) to finance Consolidated Capital Expenditures and Permitted Acquisitions permitted hereunder, and (ii) for general corporate purposes (including without limitation the making of intercompany loans to Subsidiaries, the proceeds of which loans will be used by such Subsidiaries for working capital purposes). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations G, U and X. Letters of Credit will be issued only to support obligations of the Borrower and its Subsidiaries incurred in the ordinary course of business and will not be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations G, U and X.

SECTION 5.09. Further Assurances. (a) The Borrower will, and will cause each Subsidiary to, at the Borrower's sole cost and expense, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignment and transfers as the Administrative Agent shall from time to time reasonably request, which may be necessary or desirable (in the reasonable judgment of the Administrative Agent or the Required Lenders) from time to time to assure, perfect, convey, assign and transfer to the Administrative Agent the property and rights conveyed or assigned pursuant to the Collateral Documents.

(b) The Borrower will:

(i) cause each Person which becomes a Parent Companies Subsidiary or a wholly owned Subsidiary of the Borrower after the Effective Date to (x) become a party to the Subsidiary Guarantee as guarantor by executing the Subsidiary Guarantee or a supplement thereof in form and substance reasonably satisfactory to the Administrative Agent, (y) enter into a security agreement, substantially in the form of Exhibit F, and any other agreements, each in form and substance satisfactory to the Administrative Agent, as may be necessary or desirable in order to grant perfected first priority security interests to the same extent as provided in

Exhibit F (subject only to Liens permitted thereby) upon all of its assets to secure its obligations under the Subsidiary Guarantee and (z) enter into a pledge agreement, substantially in the form of Exhibit E, and any other agreements, each in form and substance satisfactory to the Administrative Agent, as may be necessary or desirable in order to grant perfected first priority security interests to the same extent as provided in Exhibit E (subject only to Liens permitted thereby) upon all of the capital stock and other equity interests owned by it (if any) to secure its obligations under the Subsidiary Guarantee; and

(ii) pledge, or cause to be pledged, pursuant to the Borrower Pledge Agreement (or another pledge agreement, substantially in the form of Exhibit B) all of the capital stock or other equity interests owned directly or indirectly by the Borrower of (A) any Person described in clause (i) above or (B) any joint venture in which the Borrower or any Subsidiary has an ownership interest.

The Borrower shall cause each Person described in clauses (i) or (ii) above to take such actions as may be necessary or desirable to effect the foregoing within 30 days after such Person becomes a Parent Companies Subsidiary or a wholly owned Subsidiary of the Borrower, as the case may be, including without limitation causing such Person to (1) execute and deliver to the Administrative Agent such number of copies as the Administrative Agent may specify of such supplements and security and pledge agreements and other documents creating security interests and (2) deliver such certificates, evidences of company action or other documents as the Administrative Agent may reasonably request, all in form and substance reasonably satisfactory to the Administrative Agent, relating to the satisfaction of the Borrower's obligations under this Section.

(c) At any time, and from time to time, after the Effective Date, if a Default has occurred and is continuing and the Required Lenders so request, the Borrower will, and will cause each of its Subsidiaries to:

(i) execute and deliver a Mortgage and such other security documents as may be reasonably necessary, or as the Administrative Agent may reasonably request, to subject all real property then owned or leased by the Borrower or any of its Subsidiaries (or any portion thereof, as requested by the Required Lenders) to a first Lien securing Indebtedness under the Loan Documents (subject only to Liens permitted thereby); provided that (x) if any such Mortgage or security documents relate to real property located in Tennessee, it is understood that any recording tax payable in connection with the creation of such first Lien shall be based on the fair market value of the real property subject to such

Mortgage; and (y) with respect to any leased real property subject to a lease that prohibits the execution and delivery of a Mortgage, the Borrower and its Subsidiaries will use all commercially reasonable efforts to obtain a waiver of such prohibition, and, if such prohibition is not waived, shall not be obligated to execute and deliver a Mortgage.

(ii) deliver, or cause to be delivered, to the Agents a favorable written opinion of special real estate counsel for the Obligors or the Administrative Agent in each state in which property subject to a Mortgage is located, in a form reasonably acceptable to the Administrative Agent; and

(iii) deliver, or cause to be delivered, to the Administrative Agent, with respect to each property subject to a Mortgage, (x) an ALTA extended coverage lender's policy of title insurance, in such amounts as the Administrative Agent shall reasonably request, insuring the Mortgage of such property as a valid, enforceable first Lien on the Borrower's interest in such property as defined in and subject to such Mortgage (or "marked-up" title commitment for such policy dated effective as of the date of such Mortgage) subject only to Permitted Encumbrances and to such other exceptions as are reasonably satisfactory to the Administrative Agent, (y) for each policy referred to in clause (x), a title commitment for such policy together with legible (or best available) copies of all documents affecting title, which shall show all recording information and (z) a survey with respect to such property in form and substance reasonably satisfactory to a title insurance company reasonably satisfactory to the Administrative Agent. Each policy delivered by the Borrower pursuant to clause (x), including each of the exceptions to coverage contained therein (other than Permitted Encumbrances), shall be subject to the reasonable approval of the Administrative Agent, and shall be issued by a title insurance company reasonably satisfactory to the Administrative Agent. Attached to each such policy shall be any and all endorsements reasonably required by the Administrative Agent and reasonably available in the state in which such property is located, including (i) a comprehensive endorsement (ALTA 9 or equivalent) covering restrictions and other matters, (ii) a 3.1 form of zoning endorsement, (iii) an endorsement ensuring that the Lien of the Mortgage with respect to which the policy is issued is valid against any applicable usury laws in the state in which the property subject to such Mortgage is located, (iv) an endorsement ensuring that such property has access to a dedicated public street, (v) a revolving credit endorsement, (vi) a contiguity endorsement, (vii) a survey and "same as" endorsement, (viii)

an endorsement deleting the so-called "doing business" exclusion and (ix) a "tie-in" endorsement.

SECTION 5.10. Year 2000 Compliance. The Borrower shall take all action necessary to ensure that the computer based systems of the Borrower and its Subsidiaries are able to operate and effectively process data including dates on or after January 1, 2000. At the request of the Administrative Agent, the Parent shall provide assurance reasonably acceptable to the Administrative Agent of the year 2000 compatibility of the Borrower and its Subsidiaries.

ARTICLE 6
NEGATIVE COVENANTS

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees and other amounts payable hereunder have been paid in full and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, the Borrower (and, for purposes of Section 6.16, each of RMG and the Parent Companies) covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created hereunder;

(b) Indebtedness existing on the date hereof and set forth in Schedule 6.01, but not any extensions, renewals or replacements of any such Indebtedness;

(c) Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary;

(d) Guarantees by the Borrower of Indebtedness of any Subsidiary and by any Subsidiary of Indebtedness of the Borrower or any other Subsidiary;

(e) Indebtedness of the Borrower or any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets

prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof; provided that (i) such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed $5,000,000 at any time outstanding;

(f) Indebtedness of any Person that becomes a Subsidiary after the date hereof; provided that such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary;

(g) other unsecured Indebtedness in an aggregate principal amount not exceeding $10,000,000 at any time outstanding; provided that the aggregate principal amount of Indebtedness of the Borrower's Subsidiaries permitted by this clause (g) shall not exceed $1,000,000 at any time outstanding; and

(h) other unsecured, subordinated Indebtedness; provided that such Indebtedness (i) is incurred for the sole purpose of financing the Time Warner Put, (ii) requires no payment of principal prior to, and has a maturity date no earlier than, October 10, 2007 and (iii) is expressly subordinated in right of payment at maturity, upon acceleration or otherwise by the instrument creating such Indebtedness to the obligations of the Obligors under the Loan Documents on terms and conditions no less favorable to the Lenders than those set forth in Exhibit M.

SECTION 6.02. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 6.02; provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of

any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary, (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof and (iv) the aggregate principal amount of Indebtedness secured by all Liens permitted to exist pursuant to this clause (c) does not exceed $5,000,000 at any time outstanding and is otherwise permitted by clause (f) of Section 6.01;

(d) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any Subsidiary; provided that (i) such security interests secure Indebtedness permitted by clause (e) of Section 6.01, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within 90 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed 100% of the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of the Borrower or any Subsidiary;

(e) judgment Liens in existence less than 30 days after the entry thereof or with respect to which execution has been stayed so long as the aggregate amount of all such judgments at any time does not exceed $5,000,000; and

(f) Liens not otherwise permitted by the foregoing clauses of this Section securing Indebtedness in an aggregate principal or face amount at any time outstanding not to exceed $5,000,000.

SECTION 6.03. Fundamental Changes; Asset Sales. (a) The Borrower will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or (except as expressly permitted under paragraph (c) of this Section) sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or any substantial part of the consolidated assets of the Borrower and its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving company, (ii) any Person may merge into any Subsidiary in a transaction in which the surviving entity is a Subsidiary Guarantor, (iii) any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to a Subsidiary

Guarantor and (iv) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; provided that any such merger involving a Person that is not a wholly owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 6.04.

(b) The Borrower will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Subsidiaries on the date of execution of this Agreement and businesses related, ancillary and complementary thereto.

(c) The Borrower will not, and will not permit any of its Subsidiaries to, make (i) without the prior written consent of the Required Lenders, any Asset Sale that would constitute a disposition of all or substantially all of the assets comprising any Major System, in any transaction or related series of transactions, or (ii) any other Asset Sale, other than (A) an Asset Sale the fair market value of which, when combined with all other such Asset Sales (excluding (i) Permitted Asset Swaps, (ii) Deferred Reinvestment Swaps and (iii) any other Asset Sale to the extent the Net Cash Proceeds thereof received by the Borrower or any Subsidiary have been reinvested within 365 days of such Asset Sale in productive assets of a kind used or usable in the business of the Borrower or such Subsidiary) previously made since the date of this Agreement in reliance on this clause, does not exceed $20,000,000, (B) Permitted Asset Swaps and (C) Deferred Reinvestment Swaps. The Borrower will not, and will not permit any of its Subsidiaries to, make any Asset Sale, other than a Permitted Asset Swap, unless at least 75% of the consideration received in connection therewith consists of cash payable at the closing thereof.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly owned Subsidiary prior to such merger) any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit (any of the foregoing, an "Investment"), except:

(a) Permitted Investments;

(b) investments by the Borrower existing on the date hereof in the capital stock or other equity securities of its Subsidiaries;

(c) loans or advances made by the Borrower to any Subsidiary, in an aggregate principal amount for all Subsidiaries which are not wholly owned not to exceed $5,000,000 at any one time outstanding, and made by any Subsidiary to the Borrower or any other Subsidiary;

(d) Guarantees constituting Indebtedness permitted by Section 6.01;

(e) the Acquisition;

(f) Permitted Acquisitions (including Acquisition Deposits);

(g) loans or advances made or maintained by the Borrower to any employee of the Borrower in the ordinary course of business, in an aggregate principal amount for all such loans not to exceed $500,000 at any one time outstanding;

(h) Deferred Investment Deposits; and

(i) Investments in any Related Entity; provided that after giving effect to such Investment, the aggregate Net Investment Amounts of all Investments in Related Entities pursuant to this clause (i) do not exceed $7,500,000 at any one time. "Net Investment Amount" means, with respect to any Investment in a Related Entity, an amount (not less than zero) equal to the book value of such Investment when made or acquired (or, in the case of any Related Entity that was formerly a wholly owned Subsidiary, when such Related Entity ceased to be a wholly owned Subsidiary) net of (A) any returns of capital to the Person making such Investment and (B) proceeds received from a Person other than the Borrower or its Subsidiaries upon disposition of such Investment.

SECTION 6.05. Hedging Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any Hedging Agreement, other than (i) the Hedging Agreements entered into on or before the Effective Date and referred to in Section 3.16, and (ii) Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Borrower or any Subsidiary is exposed in the conduct of its business or the management of its liabilities.

SECTION 6.06. Restricted Payments; Voluntary Payments. (a) The Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (i)

the Borrower may declare and pay dividends or distributions with respect to its equity securities payable solely in additional equity securities of the Borrower, (ii) so long as no Default has occurred and is continuing or would occur immediately after giving effect thereto, the Borrower may declare and pay dividends or distributions with respect to its equity securities in cash in an aggregate amount after the Effective Date not to exceed the excess of (A) Borrower Consolidated EBITDA over (B) 130% of Company Total Interest Expense, in each case, determined on a cumulative basis during the period (taken as one accounting period) beginning on the first day of the fiscal quarter immediately following the Effective Date and ending on the last day of the most recently ended fiscal quarter prior to the date of such Restricted Payment for which the Borrower has delivered to the Administrative Agent and the Lenders the financial statements required to be delivered by the Borrower pursuant to Section 5.01(a) or 5.01(b), (iii) Subsidiaries may declare and pay dividends or distributions ratably with respect to their equity securities, (iv) the Borrower may make Restricted Payments pursuant to and in accordance with option plans or other benefit plans for management or employees of the Borrower and its Subsidiaries in an aggregate amount not to exceed $2,500,000 during the term of this Agreement, (v) the Borrower may purchase equity securities of the Borrower or RMH (and/or, if applicable, any limited liability company that directly holds limited liability company interests of RMH), from any employee of the Borrower in connection with the termination of such employee's employment, so long as the aggregate amount paid in respect of such purchases during the term of this Agreement does not exceed $2,500,000, (vi) so long as no Default has occurred and is continuing or would occur immediately after giving effect thereto, the Borrower may declare and pay dividends or distributions to Parent Companies (or, if applicable, to any wholly owned Parent Companies Subsidiary that holds equity securities of the Borrower) solely at such times and in such amounts as required to pay interest on Indebtedness of the Parent Companies, (vii) so long as it is treated as a partnership for United States federal, state or local income tax purposes, the Borrower may declare and pay dividends or distributions to Parent Companies solely at such times and in such amounts as required to permit the payment of taxes by Parent Companies on (or, if applicable, by such Parent Companies Subsidiary) their distributive shares of income of the Borrower, net of their distributive shares of losses of the Borrower, (viii) the Borrower may declare and pay dividends or distributions to Parent Companies solely (or, if applicable, to any wholly owned Parent Companies Subsidiary that holds equity securities of the Borrower) at such times and in such amounts as required to permit payment of reasonable corporate overhead that would otherwise be incurred by the Borrower, (ix) so long as no Default has occurred and is continuing or would occur immediately after giving effect thereto, the Borrower may declare and pay dividends or distributions to Parent Companies (or, if applicable, to any wholly owned Parent Companies Subsidiary that holds equity securities of the Borrower) to effect the return of

Equity-Funded Acquisition Deposits in respect of terminated proposed acquisitions and (x) so long as no Default has occurred and is continuing or would occur immediately after giving effect thereto, the Borrower may declare and pay dividends or distributions to Parent Companies (or, if applicable, to any wholly owned Parent Companies Subsidiary that holds equity securities of the Borrower) solely at such times and in such amounts as required to fund the purchase of the Seller's limited liability company interests of RMH pursuant to the exercise of the Time Warner Put.

(b) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, optionally redeem, retire, purchase, acquire, defease or otherwise make any payment, other than required interest payments, in respect of any Indebtedness which is subordinated in right of payment to the Indebtedness of the Borrower or such Subsidiary under the Loan Documents.

SECTION 6.07. Transactions with Affiliates. The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrower and its wholly owned Subsidiaries not involving any other Affiliate, (c) any Restricted Payment permitted by Section 6.06, (d) the payment of reasonable and customary regular fees to directors of RMG who are not employees of RMG, (e) any payments or other transactions pursuant to any tax-sharing agreement between RMG and any other Person with which RMG files a consolidated tax return or with which RMG is part of a consolidated group for tax purposes, (f) programming agreements, marketing and promotional agreements, equipment agreements and agreements for other goods or services related to the business of the Renaissance Companies entered into in the ordinary course of business by RMG or its Subsidiaries and the Seller or its Affiliates, (g) so long as no Default has occurred and is continuing, the payment of fees to Morgan Stanley & Co. Incorporated or its Affiliates for financial, consulting or investment banking services that the Board of Representatives of RMH deems to be advisable or appropriate (including, without limitation, the payment of any underwriting discounts or commissions or placement agency fees in connection with the issuance and sale of securities).

SECTION 6.08. Restrictive Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to

create, incur or permit to exist any Lien upon any of its property or assets or perform any of its obligations under Section 5.09, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its equity securities or to make or repay loans or advances to the Borrower or any other Subsidiary or to Guarantee Indebtedness of the Borrower or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by this Agreement, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.08 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in stock or asset sale agreements pending such sale, provided such restrictions and conditions apply only to the stock or assets to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (v) clause (a) of the foregoing shall not apply to customary provisions in leases, Franchises, FCC Licenses or other similar agreements restricting the assignment thereof.

SECTION 6.09. Modification of Certain Documents. Without the consent of the Required Lenders, the Borrower will not, and will not permit any of its Subsidiaries to:

(i) consent to or solicit or enter into any amendment or supplement to, or any waiver or other modification of, the Purchase Agreement or other Acquisition Documents, or agreements between or among the Borrower, any of its Subsidiaries and Parent Companies, or the certificate of formation, limited liability company agreement or other charter documents of the Borrower or any of its Subsidiaries, which amendment, supplement, waiver or modification, as the case may be, would impair materially the benefit to, or materially increase the obligation of, the Borrower or any of its Subsidiaries under such agreement or arrangements or (ii) consent to or solicit or enter into any amendment or supplement to, or any waiver or other modification of, any agreement or instrument governing the terms of any Indebtedness which by its terms is expressly subordinated in right of payment to the Loans and the reimbursement obligations with respect to LC Disbursements; provided that in the case of any agreement or instrument subject to this clause (ii) other than intercreditor agreements and security agreements, such consent of the Required Lenders shall be required only to the extent such amendment, supplement, waiver or modification, as the case may be, would impair materially the benefit to the Borrower, any of its Subsidiaries or the Lenders of such agreement or arrangements.

SECTION 6.10. Accounting Changes. The Borrower will not change its fiscal year from a fiscal year ending December 31, and its fiscal year will end on the same date as Parent Companies' fiscal year. The Borrower will not adopt any non-mandatory change in GAAP or the application thereof without 30 days' prior notice to the Lenders, accompanied, in the case of any material change, by evidence of concurrence in such change by the public accounting firm regularly employed by the Borrower.

SECTION 6.11. Capital Expenditure; Permitted Acquisitions. (a) For any fiscal year of the Borrower, Consolidated Capital Expenditures (excluding Permitted Special Capital Expenditures) will not exceed $10,000,000.

(b) The aggregate amount of Permitted Acquisitions (excluding Permitted Asset Swaps and Deferred Asset Swaps) made after the Effective Date shall not exceed an amount equal to 15% of consolidated assets (calculated on a book value basis) of the Borrower (calculated as of the consummation date of each Permitted Acquisition, before giving effect to such Permitted Acquisition), unless otherwise agreed by the Required Lenders.

(c) If any property (other than real property) acquired or constructed by the Borrower or any wholly owned Subsidiary after the date hereof is not subject to the Lien of the Collateral Documents, the Borrower or such Subsidiary will execute and deliver such security documents as may be necessary, or as the Administrative Agent may reasonably request, to subject such property to such a Lien to the same extent as assets under the Borrower Security Agreement (subject only to Liens permitted thereby). If any real property acquired by the Borrower or any Subsidiary after the date hereof is not subject to the Lien of the Collateral Documents, and a Default has occurred and is continuing, the Borrower or such Subsidiary will, at the request of the Required Lenders, execute and deliver a Mortgage of such property and such other security documents as may be necessary, or as the Administrative Agent may reasonably request, to subject such real property to such a Lien to the same extent as assets under the Borrower Security Agreement (subject only to Liens permitted thereby).

SECTION 6.12. Adjusted Consolidated Senior Leverage Ratio. At any time during any period set forth below, the Adjusted Consolidated Senior Leverage Ratio will not exceed the ratio set forth below opposite such period:

Period	Ratio
Effective Date - March 31, 1999	5.5:1
April 1, 1999 - March 31, 2000	5.25:1
April 1, 2000 - March 31, 2001	5.0:1
April 1, 2001 - March 31, 2002	4.75:1
April 1, 2002 - March 31, 2003	4.25:1
April 1, 2003 - March 31, 2004	3.75:1
April 1, 2004 - March 31, 2005	3.5:1
On or after April 1, 2005	3.0:1

SECTION 6.13. Combined Total Leverage Ratio. At any time on or after April 1, 2003, the Combined Total Leverage Ratio will not exceed 7.0:1.

SECTION 6.14. Combined Interest Coverage Ratio. At the last day of any fiscal quarter of the Borrower ending during any period set forth below, the Combined Interest Coverage Ratio will not be less than the ratio set forth below opposite such period:

Period	Ratio
Effective Date - March 31, 2003	2.0:1
April 1, 2003 - March 31, 2004	1.5:1
April 1, 2004 - March 31, 2005	1.75:1
On or after April 1, 2005	2.0:1

SECTION 6.15. Combined Fixed Charge Coverage Ratio. At the last day of any fiscal quarter of the Borrower ending during any period set forth below, the Combined Fixed Charge Coverage Ratio will not be less than the ratio set forth below opposite such period:

Period	Ratio
Effective Date - March 31, 2003	1.25:1
On or after April 1, 2003	1.0:1

SECTION 6.16. Limitation on Activities by RMG and Parent Companies. RMG shall not engage in any business or conduct any activity or own any assets, other than (i) the holding, directly or indirectly, of the investments in the Parent

Companies, Capital Corporation and any holding companies through which such investments in the Parent Companies and Capital Corporation may be held, (ii) the performance of the Loan Documents, the Indenture, its limited liability company agreements and other operating documents, and instruments evidencing indebtedness not prohibited hereunder, in each case in accordance with the terms thereof and (iii) the performance of ministerial activities incidental thereto. Parent Companies shall not engage in any business or conduct any activity or own any assets, other than (i) the holding, directly or indirectly, of the investments in the Borrower, (ii) the performance of the Loan Documents, the Indenture, their limited liability company agreements and other operating documents, and instruments evidencing indebtedness not prohibited hereunder, in each case in accordance with the terms thereof and (iii) the performance of ministerial activities incidental thereto.

ARTICLE 7
EVENTS OF DEFAULT

If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three days;

(c) any representation or warranty made or deemed made by or on behalf of any Obligor in or in connection with the Loan Documents or any amendment or modification thereof or waiver hereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with the Loan Documents or any amendment or modification thereof or waiver hereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to the Borrower's existence) or 5.08 or in Article 6 of this Agreement, or any Obligor shall fail to

observe or perform any covenant contained in Section 4(a) or 4(j) of the Security Agreements to which it is a party or Section 5(b) of the Pledge Agreements to which it is a party or in provisions substantially similar to the foregoing set forth in any other Collateral Document to which such Obligor is a party;

(e) any Obligor shall fail to observe or perform any covenant, condition or agreement contained in the Loan Documents (other than those specified in clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of 20 days after notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender);

(f) the Borrower, any Subsidiary or any other Obligor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (or with the giving of notice, the lapse of time or both, would permit) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower, any Subsidiary or any other Obligor or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, any Subsidiary or any other Obligor or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower, any Subsidiary or any other Obligor shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or

consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, any Subsidiary or any other Obligor or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) the Borrower, any Subsidiary or any other Obligor shall become unable, admit in writing or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 shall be rendered against the Borrower, any Subsidiary, any other Obligor or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets having an aggregate value in excess of $10,000,000 of the Borrower, any Subsidiary or any other Obligor to enforce any such judgment;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to give rise to any liability of the Borrower and its Subsidiaries in an aggregate amount exceeding $5,000,000 during the term of this Agreement;

(m) a Change in Control shall occur;

(n) any Lien created by any of the Collateral Documents shall at any time fail to constitute a valid and (to the extent required by the Collateral Documents) perfected first priority Lien on any material amount of Collateral securing the obligations purported to be secured thereby, or any party shall so assert in writing; or

(o) the Parent Companies Guarantee shall at any time fail to constitute a valid and binding agreement of either Parent Company, or any Parent Company or Parent Companies Subsidiary shall so assert in writing; or

(p) the Subsidiary Guarantee shall at any time fail to constitute a valid and binding agreement of each Subsidiary Guarantor, or any Obligor shall so assert in writing;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter

during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans and LC Exposures then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans and LC Exposures so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans and LC Exposures then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE 8

THE AGENTS

SECTION 8.01. Appointment, Powers and Immunities. Each of the Lenders and the Issuing Bank hereby irrevocably appoints each Agent as its agent and authorizes each Agent to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

(a) Each financial institution serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not an Agent hereunder.

(b) The Agents shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (i) the Agents shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (ii) the Agents shall not have any duty to take any discretionary action or exercise any discretionary powers,

except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (iii) except as expressly set forth herein, the Agents shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by any bank serving as an Agent or any of its Affiliates in any capacity. No Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or wilful misconduct. No Agent shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Agent by the Borrower or a Lender, and no Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with the Loan Documents, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth therein, (iv) the validity, enforceability, effectiveness or genuineness of the Loan Documents or any other agreement, instrument or document, (v) the existence or the value of any of the Collateral or (vi) the satisfaction of any condition set forth in Article 4 or elsewhere herein or in any other Loan Document, other than to confirm receipt of items expressly required to be delivered to, and make determinations expressly required to be made by, such Agent.

SECTION 8.02. Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. Each Agent may consult with legal counsel (who may be counsel for any Obligor), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 8.03. Appointment of Sub-agents. Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agents may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the

Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent and Syndication Agent.

SECTION 8.04. Successor Agents. Subject to the appointment and acceptance of a successor Agent as provided in this paragraph, each Agent may resign at any time by notifying the Lenders, the Issuing Bank and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with, so long as no Default has occurred and is continuing, the consent of the Borrower (such consent not to be unreasonably withheld), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders and the Issuing Bank, with, so long as no Default has occurred and is continuing, the consent of the Borrower (such consent not to be unreasonably withheld), appoint a successor Agent, which shall be a financial institution with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations as Agent hereunder. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After any Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as an Agent.

SECTION 8.05. Non-reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon the Loan Documents, any related agreement or any document furnished thereunder.

SECTION 8.06. Syndication Agent. Morgan Stanley Senior Funding, Inc. shall not have any responsibility, obligation or liability under the Loan Documents in its capacity as Syndication Agent.

ARTICLE 9

MISCELLANEOUS

SECTION 9.01. Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to the Borrower, to Renaissance Media LLC, 1 Cablevision Center, Suite 100, Ferndale, NY 12734, Attention of Mark W. Halpin (Telecopy No. 914-295-2601) (Telephone No. 914-295-2607);

(b) if to the Administrative Agent, to Bankers Trust Company, 130 Liberty Street, 14th Floor, New York, NY 10006, Attention of Robert Telesca (Telecopy No. 212-250-7351), (Telephone No. 212-250-7342);

(c) if to the Syndication Agent, to Morgan Stanley Senior Funding, Inc., 1585 Broadway, New York, NY 10036, Attention of James Morgan (Telecopy No. 212-761-0592) (Telephone No. 212-761-4866);

(d) if to the Issuing Bank, to it at Bankers Trust Company, 130 Liberty Street, 14th Floor, New York, NY 10006, Attention of Marco Orlando (Telecopy No. 212-250-5817) (Telephone No. 212-250-4361); and

(e) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 9.02. Waivers; Amendments; Release of Collateral. (a) No failure or delay by any Agent, the Issuing Bank or any Lender in exercising any right or power under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agents, the Issuing Bank and the Lenders under the Loan Documents are cumulative and are not exclusive of any rights or

remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether any Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof of thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall

(i) unless signed by all the Lenders with a Commitment of a Class, increase or decrease the Commitments of such Class (except for a ratable decrease in all the Commitments of such Class), or postpone the date fixed for the scheduled termination of any Commitment of such Class;

(ii) unless signed by all Lenders holding Loans of any Class, reduce the principal of or (except as expressly provided in the definitions of "Applicable Leverage Ratio" and "Applicable Rate") rate of interest on any Loans of, or fees with respect to, such Class, postpone the date fixed for any scheduled payment of such fees or the principal of or interest on any such Loans, increases the maximum duration of Interest Periods for any Loans, or decrease the aggregate amount by which such Loans are required to be repaid on any date scheduled pursuant to Section 2.09(a) or postpone any date for such repayment;

(iii) unless signed by all Lenders with Revolving Commitments, reduce the amount of any LC Disbursement or of any interest thereon or any fees payable by reference to the Letters of Credit hereunder, postpone the date fixed for any payment of any LC Disbursement or any interest thereon or any fees payable by reference to the Letters of Credit hereunder or (except as expressly provided in Section 2.04) the expiry date of any Letter of Credit;

(iv) unless signed by all the Lenders, change any of the provisions of this Section or Section 9.04 or the definition of "Required Lenders" or any other provision hereof specifying the number or

percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder (it being understood that, with the consent of the Required Lenders, additional extensions of credit of a New Class (as hereinafter defined) may be included in the determination of the Required Lenders on substantially the same basis as the extensions of Loans and Commitments are included on the Effective Date);

(v) unless signed by all the Lenders, change Section 2.17(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender; or

(vi) unless signed by all the Lenders, release all or substantially all of the Collateral from the Liens of the Collateral Documents or release the Parent Companies or any of the Subsidiary Guarantors from their respective obligations under the Parent Companies Guarantee, or the Subsidiary Guarantee, as the case may be; provided that, notwithstanding this Section 9.02, a Subsidiary Guarantor shall be released from its obligations under the Subsidiary Guarantee in connection with a sale or disposition of all or a portion of the equity interests of such Subsidiary Guarantor permitted in accordance with the terms of this Agreement; and

provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent or the Issuing Bank hereunder without the prior written consent of such Agent or the Issuing Bank, as the case may be; and

provided further that, notwithstanding anything to the contrary herein, any such agreement entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders, may provide (i) for the creation of a new tranche (a "New Class") (and a corresponding increase in the aggregate amount of the Commitments) whereby one or more existing Lenders, or any Person not theretofore a Lender who agrees to become a Lender, shall make loans of such New Class and (ii) that loans of such New Class may be secured by the Liens created by the Collateral Documents.

(c) If, in connection with any proposed waiver, amendment or modification of any provision of this Agreement contemplated by clauses (i) through (vi) of paragraph (b) above, the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then the Borrower may, at its sole expense and effort, upon notice to any such non-consenting Lender and the Administrative Agent, require any such non-consenting Lender to assign and delegate, without recourse

(in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and the other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and, if a Revolving Commitment is being assigned, the Issuing Bank), which consent shall not unreasonably be withheld, and (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) such assignee consents to the proposed waiver, amendment or modification at the time of such assignment and delegation.

(d) Neither any Loan Document nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent with the consent of the number or percentage of Lenders set forth therein.

(e) Collateral shall be released from the Lien of the Collateral Documents from time to time (i) with the consent of the Required Lenders (or all of the Lenders in the case of a release of all or substantially all of the Collateral from the Liens of the Collateral Documents) or (ii) provided that no Default has occurred and is continuing or would occur immediately after giving effect thereto, as necessary to effect any sale, exchange, pledge or other disposition or distribution of assets permitted by the Loan Documents, and the Administrative Agent shall execute and deliver all release documents reasonably requested to evidence such release.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Agents and their respective Affiliates, including the reasonable fees, charges and disbursements of counsel for the Agents, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof (provided that, if the Acquisition is not consummated, the out-of-pocket expenses payable by the Borrower pursuant to this clause (i), unless the Borrower and the Agents have otherwise agreed, shall be limited to the reasonable fees, charges and disbursements of counsel for the Agents), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by any Agent, the Issuing Bank or any Lender, including the fees, charges and disbursements of

any counsel for any Agent, the Issuing Bank or any Lender, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrower shall indemnify each Agent, the Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated thereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to any Agent or the Issuing Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to such Agent or the Issuing Bank, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent or the Issuing Bank in its capacity as such.

(d) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of

liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, the Loan Documents or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment of any Class and the Loans of such Class and, if applicable, the related participations in LC Disbursements and Letters of Credit); provided that (i) except in the case of an assignment to a Lender or an Affiliate of a Lender, each of the Borrower and the Agents (and, in the case of an assignment of all or a portion of a Revolving Commitment or any Lender's obligations in respect of its LC Exposure, the Issuing Bank) must give their prior written consent to such assignment (which consent shall not be unreasonably withheld), (ii) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitments and Loans, the amount of the Commitments and Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $2,000,000 (or such lesser amount as shall constitute the assigning Lender's total Commitments or Loans) unless each of the Borrower and the Agents otherwise consent, (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Commitment or Loans (and, if applicable, the related participations in LC Disbursements and Letters of Credit) of the relevant Class, (iv) the parties to each assignment shall execute and deliver

to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of $3,500, and (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and provided further that any consent of the Borrower otherwise required under this paragraph shall not be required if an Event of Default under clauses (a), (h) or (i) of Article 7 has occurred and is continuing. Subject to acceptance and recording thereof pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Acceptance the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(c) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Agents, the Issuing Bank and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender may, without the consent of the Borrower, the Agents or the Issuing Bank, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment of any Class and the Loans of such Class and, if applicable, the related participations in LC Disbursements and Letters of Credit); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Agents, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) (other than postponements of the date fixed for any scheduled payment of the principal of any Loan other than the final payment date or changes to the definition of "Required Lenders") that affects such Participant. Subject to paragraph (f) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.17(c) as though it were a Lender.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.16 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.16(e) as though it were a Lender.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and, with the consent of the Administrative Agent, any Lender that is a fund may pledge all or any portion of its Loans or the promissory notes (if any) evidencing such Loans to its trustee in support of its obligations to its trustee

or its noteholders, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instru ments delivered in connection with or pursuant to the Loan Documents shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.14, 2.15, 2.16, 9.03 and 9.12 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Loan Documents and any separate letter agreements with respect to fees payable to the Agents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off

and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under the Loan Documents held by such Lender or any of its Affiliates, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against the Borrower or its proper ties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this

Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Agents, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to the Loan Documents, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to the Loan Documents or the enforcement of rights thereunder, (f) to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under the Loan Documents, provided that such assignee or Participant, or prospective assignee or Participant, agrees to abide by the confidentiality requirements of this Section, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to any Agent, the Issuing Bank or any Lender on a

nonconfidential basis from a source other than the Borrower. For the purposes of this Section, "Information" means all information received from any Obligor relating to any Obligor or its business, other than any such information that is available to any Agent, the Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by such Obligor. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

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

RENAISSANCE MEDIA LLC

By: /s/ Mark W. Halpin

Title: Executive Vice President & CFO

RENAISSANCE MEDIA GROUP LLC, for purposes of Section 6.16 hereof

By: /s/ Mark W. Halpin

Title: Executive Vice President & CFO

RENAISSANCE MEDIA (LOUISIANA) LLC, for purposes of Section 6.16 hereof

By: /s/ Fred Schulte

Title: Chief Executive Officer

RENAISSANCE MEDIA (TENNESSEE) LLC, for purposes of Section 6.16 hereof

By: /s/ Fred Schulte

Title: Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING,
INC., individually and as Syndication
Agent

By: /s/ Michael T. McLaughlin

Title: Principal

CIBC INC., individually and as
Documentation Agent

By: /s/ Tefta Ghilaga

Title: Executive Director
CIBC Oppenheimer Corp.,
As Agent

BANKERS TRUST COMPANY,
individually and as Administrative Agent

By: /s/ Patricia Hogan

Title: Principal

GENERAL ELECTRIC CAPITAL
CORPORATION

By: /s/ Janet K. William

Title: Duly Authorized Signatory

BANK OF MONTREAL

By: /s/ Karen Klapper

Title: Director

UNION BANK OF CALIFORNIA, N.A.

By: /s/ Lena M. Bryant

Title: Assistant Vice President

BANKBOSTON, N.A.

By: /s/ Cindy Chen

Title: Director

THE FIRST NATIONAL BANK OF
CHICAGO

By: /s/ Lynne M. Sanders

Title: Corporate Banking Officer

MERCANTILE BANK NATIONAL
ASSOCIATION

By: /s/ Gregory D. Knudsen

Title: Vice President

NATEXIS BANQUE

By: /s/ Evan S. Kraus

Title: Associate

By: /s/ William C. Maier

Title: Vice President -- Group Manager

FLEET BANK, N.A.

By: /s/ Russ J. Lopino

Title: Vice President

DEEPROCK & COMPANY
By: Eaton Vance Management,
as Investment Advisor

By: /s/ Scott H. Page

Title: Vice President

BHF-BANK AKTIENGELLSCHAFT

By: /s/ Linda Pace

Title: Vice President

By: /s/ John Sykes

Title: Vice President

TORONTO DOMINION (TEXAS), INC.

By: /s/ David G. Parker

Title: Vice President

HIBERNIA NATIONAL BANK

By: /s/ Karen DeBlieux

Title: Senior Vice President

BALANCED HIGH YIELD FUND I, LTD.
By: BHF-Bank Aktiengellschaft acting
through its New York Branch as
Attorney-in-Fact

By: /s/ Linda Pace

Title: Vice President

By: /s/ John Sykes

Title: Vice President

SCHEDULE 2.01
to the Credit Agreement

Lender	Commitments		
	Revolving Commitment	Tranche A Term Commitment	Tranche B Term Commitment
Morgan Stanley Senior Funding, Inc.	$3,000,000.00	$10,083,333.34	$34,000,000.00
Bankers Trust Company	$3,000,000.00	$5,583,333.33	$0.00
CIBC Inc.	$3,000,000.00	$5,583,333.33	$0.00
BankBoston, N.A.	$3,000,000.00	$3,750,000.00	$1,500,000.00
BHF Bank Aktiengesellscheft	$3,000,000.00	$3,750,000.00	$0.00
Balanced High Yield Fund I, Ltd. (BHF-Bank Aktiengesellscheft acting through its New York Branch as Attorney-in-Fact)	$0.00	$0.00	$1,500,000.00
Deeprock & Company (Eaton Vance Management, as Investment Advisor)	$0.00	$0.00	$1,000,000.00
The First National Bank of Chicago	$3,000,000.00	$3,750,000.00	$1,500,000.00
Toronto Dominion (Texas), Inc.	$0.00	$0.00	$5,000,000.00
Fleet Bank, N.A.	$3,000,000.00	$5,000,000.00	$0.00
General Electric Capital Corporation	$3,500,000.00	$4,000,000.00	$1,000,000.00
Hibernia National Bank	$2,000,000.00	$3,000,000.00	$0.00
Mercantile Bank of St. Louis	$4,250,000.00	$4,000,000.00	$0.00
Bank of Montreal	$3,000,000.00	$4,000,000.00	$1,500,000.00
Natexis Banque	$3,000,000.00	$3,750,000.00	$1,500,000.00
Union Bank of California	$3,250,000.00	$3,750,000.00	$1,500,000.00
Totals	$40,000,000.00	$60,000,000.00	$50,000,000.00

SCHEDULE 3.06
to the Credit Agreement

Litigation and Environmental Matters

1. Systems are subject to conditions set forth in the Social Contract as assumed by Borrower upon consummation of the Acquisition.

2. Louisiana Cluster: On September 18, 1997, the FCC adopted a Rate Order, In the Matter of Time Warner Cable Complaint Regarding Cable Programming Services Tier Rates, which was released September 22, 1997, DA 97-2009. Time Warner plans to file a Petition for Reconsideration of the Rate Order. [Disclosed by Time Warner in Schedule 5.6 of the Purchase Agreement.]

3. Jackson, Tennessee: Potential complaint by Pickwick Electric regarding pole attachment agreement terms. [Disclosed by Time Warner in Schedule 5.6 of the Purchase Agreement.]

SCHEDULE 6.01
to the Credit Agreement

Existing Indebtedness

None

SCHEDULE 6.02
to the Credit Agreement

Existing Liens

None

SCHEDULE 6.08
to the Credit Agreement

Existing Restrictions

None

EXHIBIT 10.2

Asset Purchase Agreement

Dated November 14, 1997

between

Renaissance Media Holdings LLC

and

TWI Cable Inc.

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Asset Purchase Agreement

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of November 14, 1997, by and between RENAISSANCE MEDIA HOLDINGS LLC, a Delaware limited liability company ("Buyer"), and TWI CABLE INC., a Delaware corporation ("Seller").

RECITALS

A. Seller owns and operates cable television systems which are franchised or hold other operating authority and operate in and around the City of Jackson, Tennessee, Picayune Cablevision, Inc. (an indirect wholly-owned subsidiary of Seller) owns and operates a cable television system which is franchised or holds other operating authority and operates in and around the City of Picayune, Mississippi, and Cablevision Industries of Louisiana Partnership (an indirect wholly-owned subsidiary of Seller) owns and operates cable television systems which are franchised or hold other operating authority and operate in and around the Parishes of Lafourche, St. Landry, St. Tammany and Pointe Coupee, Louisiana (all such Tennessee, Mississippi and Louisiana cable television systems together, the "Systems"). Picayune Cablevision, Inc. and Cablevision Industries of Louisiana Partnership are sometimes referred to herein collectively as the "Seller Subsidiaries".

B. Seller and the Seller Subsidiaries are willing to sell and convey to Buyer, and Buyer is willing to purchase from Seller and the Seller Subsidiaries, substantially all of the assets comprising the Systems other than the Excluded Assets (as hereinafter defined), upon the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual covenants and promises set forth herein, Buyer and Seller agree as follows:

Article 1.
Certain Definitions

Section 1.1 Rules of Construction. Unless otherwise expressly provided in this Agreement, or unless the context clearly requires otherwise, (a) accounting terms used in this Agreement shall have the meanings ascribed to them under GAAP, (b) words used in this Agreement, regardless of the gender and number used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires, (c) the words "including", "include" and "includes" are not limiting, and the word "or" is not exclusive, (d) the capitalized term "Section" refers to sections of this Agreement, (e) references to a particular Section include all subsections thereof, (f) references to a particular statute or regulation include all amendments thereto, rules and regulations thereunder and any

successor statute, rule or regulation, or published clarifications or interpretations with respect thereto, in each case as from time to time in effect, (g) references to Schedules and Exhibits shall, unless otherwise indicated, refer to the Schedules and Exhibits attached to this Agreement, which shall be incorporated in and constitute a part of this Agreement by such reference, (h) references to a Person include such person's successors and assigns to the extent not prohibited by this Agreement, and (i) references to a "day" or number of "days" (without the explicit qualification "business") shall be interpreted as a reference to a calendar day or number of calendar days, and if any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a business day, then such action or notice shall be deferred until, or may be taken or given on, the next business day.

Section 1.2 Certain Defined Terms. As used in this Agreement:

"Adjustment Time" means 11:59 p.m., local time, on the Closing Date.

"Affiliate" means, with respect to a Person, any other Person controlling, controlled by or under common control with the Person, with "control" for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or voting interests, by contract or otherwise.

"Benefit Arrangement" means any material benefit arrangement that is not an Employee Benefit Plan, including (a) any employment or consulting agreement, (b) any arrangement providing for insurance coverage or workers' compensation benefits, (c) any incentive or deferred bonus arrangement, (d) any arrangement providing termination allowance, severance or similar benefits, (e) any equity compensation plan, (f) any deferred compensation plan and (g) any compensation policy or practice.

"Cable Act" means Title VI of the Communications Act of 1934, 47 U.S.C. (S) 151 et. seq., and all other provisions of the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, and the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385.

"Closing Date" means the date of Closing.

"Code" means the Internal Revenue Code of 1986.

"Communications Act" means the Communications Act of 1934.

"Contract" means any written contract, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right or other instrument, document, obligation or agreement, and any oral obligation, right or agreement.

"Copyright Act" means the Copyright Act of 1976.

"Employee Benefit Plan" means any pension, retirement, profit-sharing, deferred compensation, vacation, severance, bonus, incentive, medical, vision, dental, disability, life insurance or any other employee benefit plan as defined in Section 3(3) of ERISA to which Seller or any Seller Subsidiary or any entity related to Seller or any Seller Subsidiary (under the terms of Sections 414(b), (c), (m) or (o) of the Code) contributes or which Seller or any Seller Subsidiary or any entity related to Seller or any Seller Subsidiary (under the terms of Sections 414(b), (c), (m) or (o) of the Code) sponsors or maintains, or by which Seller or any Seller Subsidiary is otherwise bound and which covers or otherwise provides benefits to any individual who performs services for the Systems.

"Environmental Law" means any requirement of law pertaining to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), public or employee health or safety or any other environmental matter, including the following laws: (a) Clean Air Act (42 U.S.C. (S) 7401, et seq.); (b) Clean Water Act, as amended (33 U.S.C. (S) 1251, et seq.); (c) Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. (S) 1001, et seq.); (d) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. (S) 9601, et seq.); (e) Safe Drinking Water Act, as amended (42 U.S.C. 300f, et seq.); (f) Toxic Substances Control Act (15 U.S.C. (S) 2601, et seq.); (g) Endangered Species Act of 1973, as amended (16 U.S.C. (S) 1531, et seq.); (h) Occupational Safety and Health Act of 1970 (29 U.S.C. (S) 651, et seq.); and (i) Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. (S) 6901, et seq.); together with any other applicable federal, state or local laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into ambient air, land, surface water, ground water, personal property or structures, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage disposal, transport, discharge or handling of any Hazardous Substance.

"Equity Value" means $9,500,000.00, subject to adjustment as provided in Sections 2.6 and 6.18.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"FCC" means the Federal Communications Commission.

"GAAP" means generally-accepted accounting principles applicable to the cable television industry, consistently applied, as from time to time in effect, including the statements and interpretations of the U.S. Financial Accounting Standards Board.

"Governmental Authority" means the United States of America, any state, commonwealth, territory, or possession thereof and any political subdivision or quasi-governmental authority of any of the same.

"Hazardous Substance" means any pollutant, contaminant, hazardous or toxic substance, material, constituent or waste or any pollutant that is labeled or regulated as

such terms are defined in any Environmental Law or that is labeled or regulated as such by any governmental authority and includes, without limitation, asbestos and asbestos-containing materials and any material or substance that is: (a) designated as a "toxic pollutant" pursuant to Section 307 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. (S) 1317); (b) defined as a
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"hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq. (42 U.S.C. (S) 6903); (c)
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defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980; or (d is so designated or defined under any other applicable Legal Requirement.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Individual Subscriber" means, as to each System, any active subscriber of such System at that System's regular monthly subscription rate for Tier Cable (a) who has been a subscriber for at least one full month, and who has paid at least one month's payment in full without discount, together with any applicable installation fees unless waived in the ordinary course of business consistent with Seller or the Seller Subsidiaries' past practices; (b) whose payment for service (including installation fees, but exclusive of late charges) is not more than 60 days past due from the first day of the period to which an outstanding bill relates (provided that a subscriber's account shall not be considered delinquent as a result of unpaid amounts not exceeding $8.00 pending the resolution of a bona fide dispute); (c) who has not given notice of disconnection or has not been given notice of disconnection; (d) who, consistent with Seller's or the applicable Seller Subsidiary's standard policy on disconnection, should not have been given notice of disconnection; and (e) who has become a subscriber only pursuant to customary marketing promotions (other than promotions based on offers of free cable television services) conducted in the ordinary course of business consistent with past practices and as if neither Seller nor the Seller Subsidiaries intended to sell the Systems hereunder.

"Judgment" means any judgment, writ, order, injunction, award, decree or similar act of any court, judge, justice, magistrate or similar Governmental Authority.

"Legal Requirements" means applicable common law and any statute, ordinance, code or other law, rule, regulation, or order enacted, adopted or promulgated by any Governmental Authority, including Judgments and the Franchises.

"Lien" means any security agreement, financing statement filed with any Governmental Authority, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any lien, mortgage, indenture, pledge, option, encumbrance, adverse interest, constructive trust or other trust, claim, attachment, exception to or defect in title or other ownership interest (including reservations, rights of entry, possibilities of reverter, encroachments, easement, rights-of-way, restrictive covenants, leases, and licenses) of any kind, which otherwise

constitutes an interest in or claim against property, whether arising pursuant to any Legal Requirement, under any Contract or otherwise.

"Litigation" means any claim, action, suit, proceeding, arbitration, investigation, hearing, or other similar activity or procedure.

"LLC Interest" means the interest in Renaissance Media Holdings LLC that Seller will acquire at Closing as described in the LLC Terms Sheet.

"Losses" means any claims, losses, liabilities, damages, penalties, costs, and expenses, including reasonable counsel fees and costs and expenses incurred in the investigation, defense or settlement of any claims covered by the indemnification provided for in herein, but shall in no event include incidental or consequential damages.

"Material Adverse Effect" means a material adverse effect on the business, operations, assets or condition (financial or otherwise) of the Systems, taken as a whole, other than matters affecting the cable television industry generally (including legislative, regulatory or litigation matters) and matters relating to or arising from national economic conditions (including financial and capital markets).

"Nonconsent Franchise Cash Flow Amount" means with respect to a Nonconsent Franchise, for any period beginning on or after the Adjustment Time, the net income (or loss) of, or otherwise derived from, the operation of such Nonconsent Franchise and subscribers covered thereby and Assets related thereto, as determined in accordance with, or otherwise consistent with, GAAP plus (to the extent deducted in calculating such net income) the sum of amortization and depreciation, interest expense, management fees, corporate overhead, taxes on income and non-cash charges to net income, minus (to the extent added in calculating such net income) interest income, plus, without duplication, the proceeds of any sale or disposition of or insurance recoveries with respect to such Nonconsent Franchise (but only to the extent such proceeds were not invested in or otherwise used in connection with the ownership or operation of such Nonconsent Franchise), and minus the sum of capital expenditures (made with the consent of Buyer, which consent shall not unreasonably be withheld) attributable to such Nonconsent Franchise and related Assets.

"Permitted Lien" means (a) liens for Taxes not yet past due; (b) rights of general applicability to similarly situated property reserved to any Governmental Authority to regulate the affected property; (c) as to leased Assets, statutory interests of the lessors thereof or interests set forth in the applicable lease; (d) inchoate materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business (which will be discharged by Seller or a Seller Subsidiary at or prior to the Closing Date or in respect of which Buyer will receive a credit against the Cash Consideration in an amount equal to the amount secured by any such lien which is not discharged at or prior to the Closing Date); (e) any Liens to be released at or prior to Closing; (f) as to any parcel of Real Property, any Liens that do not in any material

respect, individually or in the aggregate, affect or impair the value or use thereof as it is currently being used by Seller or a Seller Subsidiary in the ordinary course of the business or render title thereto unmerchantable or uninsurable; (g) zoning laws and ordinances and similar governmental regulations (none of which interfere, or would reasonably be expected to interfere, in any material respect with the operation of the Systems as currently conducted); and (h) the Liens described on Schedule 1.2.

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

"Securities Act" means the Securities Act of 1933.

"Social Contract" means the Social Contract approved by the FCC on November 30, 1995 and effective as of January 1, 1996 and entered into among the FCC, Seller, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, and subsidiaries, divisions and affiliates thereof.

"Subscriber" means each Individual Subscriber and Subscriber Equivalent.

"Subscriber Equivalent" means, as to each System, an equivalent to an Individual Subscriber, the number of Subscriber Equivalents served by a System being equal, as of any date, to the quotient of (a) the aggregate revenues earned by such System for Tier Cable provided by that System during the last month prior to such date from billings to residential multiple dwelling units, other active subscribers that are billed for such service on a bulk basis, and single family households that pay less than the System's regular monthly subscription rate for Tier Cable, divided by (b) that System's regular monthly subscription rate for Tier Cable. For purposes of the foregoing, aggregate revenues earned for Tier Cable shall not include (i) passed-through franchise fees and sales taxes, (ii) nonrecurring charges or credits and (iii) billings to any bulk account or discounted family household (A) that has not been a subscriber of that System for at least one month and paid at least one month's payment in full, together with any applicable installation fee unless waived in the ordinary course of business, (B) that is 60 days or more in arrears in payment for services, as measured from the first day of the month for which service was received; (C) that is pending disconnection for any reason; (D) that, consistent with Seller's or the applicable Seller Subsidiary's standard policy on disconnection should have been given notice of disconnection; or (E) that become a subscriber other than pursuant to customary marketing promotions (other than promotions based on offers of free cable television services) conducted in the ordinary course of business consistent with past practices and as if neither Seller nor the Seller Subsidiaries intended to sell the Systems hereunder.

"Subscriber Total" means, at any date, the sum of all Subscribers on such date.

"Subscriber Valuation" means $2,580.

"Taxes" means all levies and assessments imposed by any Governmental Authority, including income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property taxes, and interest, penalties and other government charges with respect thereto.

"Tier Cable" means the cable television services described on Schedule 5.8 with respect to the Tennessee Systems as "Basic Reception Service" and "Cable Programming Tier I" collectively, and with respect to the Louisiana and Mississippi Systems as "Broadcast Basic" and "Standard Cable Service" collectively.

"To Seller's knowledge" means to the actual knowledge of Bonnie J. Blecha or David E. O'Hayre, or their respective successors, or the system or general managers of the Systems.

Section 1.3 Terms Defined in Other Sections. The following terms, have the meanings given in the Sections indicated:

Term	Section
"Agreement"	Preamble
"Assets"	2.1
"Assumed Obligations and Liabilities"	2.3
"Beneficial Arrangement"	6.18(c)
"Breaching Party"	9.1(b)
"Buyer"	Preamble
"Cash Consideration"	2.4
"Closing"	8.1
"Closing Subscriber Total"	2.6
"Consent"	5.3
"CPST Subscribers"	6.9(b)
"CSG Assignments"	6.16
"Current Items Amount"	2.5(a)
"Deductible"	11.4(a)
"Disclosing Party"	6.10
"Eligible Accounts Receivable"	2.5(a)(i)
"Employee Obligations"	6.4(a)
"Escrow Agent"	3.4
"Escrow Agreement	3.4
"Escrow Deposit"	3.4
"Excluded Assets"	2.2
"Final Adjustment Certificate"	2.5(b)
"Financial Statements"	5.10
"Franchises"	2.1(c)
"Guarantor"	6.17
"Hired Employees"	6.4(b)
"Indemnitee"	11.3(a)
"Indemnitor"	11.3(a)

"Initial Adjustment Certificate"	2.5(b)
"Leased Real Property"	2.1(b)
"Licenses"	2.1(d)
"LLC Terms Sheet"	6.16
"Lost Subscribers"	12.12(b)(ii)
"Management Agreement"	6.18(b)
"Multiemployer Plan"	5.12(b)
"Notice"	11.3(a)
"Nonconsent Franchise"	6.18(a)
"Nonconsent Franchise Cash Flow"	6.18(c)
"Operating Agreement"	6.16
"Outside Closing Date"	8.1
"Owned Real Property"	2.1(b)
"Program Management Agreement"	6.16
"Purchase Price"	2.4
"Proprietary Rights"	3.1(a)
"Qualified Auditor"	2.5(b)
"Real Property"	2.1(b)
"Recipient Party"	6.10
"Road Runner Product"	6.16
"Seller"	Preamble
"Seller Subsidiaries"	Recital A
"Social Contract Refund"	6.9(b)
"Social Contract Refund Credit"	6.9(b)(i)
"Subscriber Adjustment Amount"	2.6
"Survival Period"	11.5
"System Contracts"	2.1(e)
"Systems"	Recital A
"Tangible Personal Property"	2.1(a)
"Transitional Consulting Services"	3.1(b)
"WARN Act"	6.5

Article 2.
Purchase and Sale

Section 2.1 Covenant of Purchase and Sale; Assets. Subject to the terms and conditions set forth in this Agreement, at Closing Seller shall contribute, convey, assign and transfer as a contribution to capital, and Buyer shall acquire from Seller in consideration of the LLC Interest, free and clear of all Liens (except for Permitted Liens, but subject to such Permitted Liens being released at Closing and any reductions in Purchase Price provided for in the definition of Permitted Liens having been made at Closing) an undivided portion, having a fair market value equal to the Equity Value, of all right, title and interest of Seller in all of the assets and properties, real and personal, tangible and intangible, used or held for use by Seller in its operation of the Systems, and further Seller shall, and shall cause the Seller Subsidiaries to, convey, assign, and transfer to Buyer, and Buyer shall acquire from Seller and the Seller Subsidiaries in

consideration of the Cash Consideration, free and clear of all Liens (except for Permitted Liens, but subject to such Permitted Liens as are to be released at Closing being released at Closing and any reductions in Purchase Price provided for in the definition of Permitted Liens having been made at Closing) all remaining right, title and interest of Seller and all of the right, title and interest of the Seller Subsidiaries in all of the assets and properties, real and personal, tangible and intangible, used or held for use by Seller or any Seller Subsidiary in its operation of the Systems, in each case including the following (all of the foregoing together, the "Assets"):

(a) Tangible Personal Property. All tangible personal property, including towers, tower equipment, antennae, aboveground and underground cable, distribution systems, headend amplifiers, line amplifiers, microwave equipment, converters, testing equipment, all antennae, earth satellite receive stations and related equipment, motor vehicles, office equipment, furniture, fixtures, supplies, inventory, and other physical assets, including the items described on Schedule 2.1(a) (the "Tangible Personal Property").

(b) Real Property. All interests in real property, including all improvements thereon, owned by Seller or the Seller Subsidiaries ("Owned Real Property") or leased by Seller or the Seller Subsidiaries ("Leased Real Property"), all of which are described on Schedule 2.1(b) (the "Real Property").

(c) Franchises. All franchises and similar authorizations or permits issued by any Governmental Authority or other Person that are necessary or required to operate a cable television system and provide cable television services in the geographic areas served by the Systems, all of which are listed on Schedule 2.1(c) (the "Franchises").

(d) Licenses. The intangible CATV channel distribution rights, cable television relay service (CARS), business radio, intangible domestic satellite receive only (TVRO) registrations, and other licenses, authorizations, registrations or permits issued by the FCC or any other Governmental Authority, all of which are described on Schedule 2.1(d) (the "Licenses").

(e) System Contracts. The leases, private easements or rights of access, contractual rights to easements, servitude agreements, pole attachment agreements or joint line agreements, underground conduit agreements, crossing agreements, bulk and commercial service agreements, retransmission consent agreements and other Contracts, all of which are either (i) described on Schedule 2.1(e); (ii) (1) Contracts with Individual Subscribers for cable service in the ordinary course of business which may be canceled without penalty by Seller or a Seller Subsidiary; (2) other Contracts terminable at will by Seller or a Seller Subsidiary without penalty; and (3) Contracts that do not contemplate payments by or to Seller or a Seller Subsidiary exceeding $25,000 individually or $200,000 for all such Contracts in the aggregate and do not involve any material non-monetary obligation; or (iii) are entered

into after the date hereof in accordance with the provisions of Section 6.2 hereof and are to be assumed by Buyer hereunder (the "System Contracts").

(f) Accounts Receivable. All subscriber, trade and other accounts receivable.

(g) Books and Records. All engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and processes, and all files of correspondence, lists, records, and reports concerning subscribers and prospective subscribers of the Systems, signal and program carriage, and dealings with Governmental Authorities, including all reports filed by or on behalf of Seller or a Seller Subsidiary with the FCC with respect to the Systems and statements of account filed by or on behalf of Seller or a Seller Subsidiary with the U.S. Copyright Office with respect to the Systems.

Section 2.2 Excluded Assets. Notwithstanding the provisions of Section 2.1, the Assets shall not include the following, which shall be retained by Seller or a Seller Subsidiary (the "Excluded Assets"): (a) cable programming Contracts; (b) insurance policies and rights and claims thereunder; (c) bonds, letters of credit, surety instruments, and other similar items; (d) cash and cash equivalents; (e) any agreement, right, asset or property owned or leased by Seller or a Seller Subsidiary that is not used or held for use in the Systems; (f) all subscriber deposits and advance payments held by Seller or a Seller Subsidiary as of the Adjustment Time in connection with the operation of the Systems; (g) all claims, rights, and interest in and to any refunds of taxes or fees of any nature, or other claims against third parties, relating to the operation of the Systems prior to the Adjustment Time; (h) the account books of original entry, general ledgers and financial records used in connection with the Systems (provided that Buyer shall have access thereto after the Closing in accordance with the provisions of Section 6.15 hereof); (i) subject to the provisions of Section 3.1(a), Seller or any Seller Subsidiary's trademarks, trade names, service marks, service names, logos, and similar proprietary rights; (j) any contract, agreement or other commitment of Seller or a Seller Subsidiary that is not either Leased Property, a License, a Franchise or a System Contract; (k) any Benefit Arrangement or Employee Benefit Plan; and (l) any other items described on Schedule 2.2.

Section 2.3 Assumed Obligations and Liabilities. At Closing, Buyer shall assume, pay, discharge, and perform the following (the "Assumed Obligations and Liabilities"): (a) those obligations and liabilities attributable to periods after the Adjustment Time and that arise out of events occurring after the Adjustment Time under or with respect to the Franchises, Licenses or System Contracts; (b) other obligations and liabilities of Seller or a Seller Subsidiary to the extent that there shall be an adjustment in favor of Buyer with respect thereto pursuant to Section 2.5; (c) all obligations and liabilities relating to, arising out of or attributable to Buyer's ownership of the Assets or operation of the Systems after the Adjustment Time; and (d) if the FCC has concurred with Buyer's assumption of the Social Contract, all obligations and liabilities attributable to periods after the Adjustment Time and that arise out of acts,

events and circumstances occurring after the Adjustment Time under or with respect to the Social Contract insofar as it applies to the Systems and only to the extent applicable to the Systems, including any rate refund liability to subscribers of the Systems attributable to Buyer's failure to fully and timely perform the infrastructure upgrade requirements applicable to the Systems and contained in the Social Contract, regardless of whether such rate refund liability relates to periods before or after the Adjustment Time. All obligations and liabilities arising out of or relating to or attributable to the Assets or the Systems and all other liabilities of any nature whatsoever of Seller or a Seller Subsidiary (including any liabilities relating to, arising out of or attributable to Excluded Assets, and any liabilities relating to, arising out of or attributable to any environmental conditions or situations, including any liability under any Environmental Law, existing or occurring on or before the Adjustment Time) other than the Assumed Obligations and Liabilities shall remain and be the obligations and liabilities solely of Seller.

Section 2.4 Purchase Price. The aggregate consideration for the Assets to be paid by Buyer pursuant to this Agreement shall consist of (a) $300,000,000.00 (the "Cash Consideration"), adjusted pursuant to Sections 2.5, 2.6, 6.18 and 12.12, which shall be payable at Closing by wire transfer of next day funds to such account or accounts as may be designated by Seller; (b) the LLC Interest, adjusted pursuant to Sections 2.6 and 6.18 (the LLC Interest and Cash Consideration together are herein referred to as the "Purchase Price"); and (c) the assumption by Buyer of the Assumed Obligations and Liabilities.

Section 2.5 Current Items Amount.

(a) At Closing, the Cash Consideration shall be increased or decreased by the net amount of the adjustments and prorations effected pursuant to this Section 2.5 (the "Current Items Amount") and Sections 2.6, 6.18 and 12.12.

(i) Eligible Accounts Receivable. Seller shall be entitled to an amount equal to the face amount of all Eligible Accounts Receivable that are sixty or fewer days past due as of the Adjustment Time. "Eligible Accounts Receivable" means (A) accounts receivable resulting from the provision of cable television service prior to the Adjustment Time to Subscribers that are active subscribers as of the Adjustment Time and (B) accounts receivable representing amounts owed to Seller or a Seller Subsidiary in connection with commercial advertising cablecast on the Systems. For purposes of making "past due" calculations under this section, the monthly billing statements of Seller or a Seller Subsidiary shall be deemed to be due and payable, with respect to subsection (A) above, on the first day of the period during which the service to which such billing statements relate is provided and with respect to subsection (B) above, on the date of such billing statements.

(ii) Advance Payments and Deposits. Buyer shall be entitled to an amount equal to the aggregate of (A) all deposits of subscribers of the Systems, and all interest, if any, required to be paid thereon as of the Adjustment Time, for

converters, decoders, similar items and otherwise, and (B) all payments for services to be rendered by Buyer to subscribers of the Systems after the Adjustment Time, or for other services to be rendered by Buyer to other third parties after the Adjustment Time for cable television commercials, channel leasing, or other services or rentals, to the extent all obligations of Seller or the Seller Subsidiaries relating thereto are assumed by Buyer at Closing.

(iii) Expenses. As of the Adjustment Time, expenses of a recurring nature that are incurred to benefit the Systems and which will result in a benefit to Buyer after Closing and are incurred in the ordinary course of business, including those set forth below, shall be prorated, in accordance with GAAP, so that all such expenses for periods prior to the Adjustment Time shall be for the account of Seller, and all such expenses for periods after the Adjustment Time shall be for the account of Buyer:

(A) all payments and charges under or with respect to the Franchises, the Licenses, and the System Contracts;

(B) Taxes levied or assessed against any of the Assets or payable with respect to cable television service and related sales to subscribers of the Systems;

(C) charges for utilities, municipal assessments, rents and service charges, and other goods or services furnished to the Systems;

(D) copyright fees based on signal carriage by the Systems; and

(E) all other items of expense relating to the Systems;

provided, however, that Seller and Buyer shall not prorate any items of expense attributable to any Excluded Assets, all of which shall remain and be solely for the account of Seller.

(iv) Capital Expenditures. Seller shall be entitled to an amount equal to the aggregate capital expenditures actually expended by Seller or a Seller Subsidiary between December 31, 1997 and the Closing Date with respect to any upgrades or rebuilds of the cable plant included within the Systems; provided that such expenditures are either approved by Buyer or requested by Buyer and approved by Seller, such approvals not to be unreasonably withheld.

(v) Social Contract Refund Credit. If Buyer has waived the condition precedent set forth in Section 7.1(h)(ii), if applicable, as set forth in Section 6.9, Buyer shall be entitled to the Social Contract Refund Credit.

(b) Current Items Amount and Subscriber Adjustment Amount Calculated. The Current Items Amount and Subscriber Adjustment Amount (as defined

in Section 2.6) shall be estimated in good faith by Seller, and set forth, together with a detailed statement of the calculation thereof, in a certificate (the "Initial Adjustment Certificate"), in form and substance reasonably satisfactory to Buyer, delivered to Buyer not later than three business days prior to Closing, together with a copy of any working papers relating to such Initial Adjustment Certificate and such other supporting documentation as Buyer may reasonably request. To the extent there is a dispute regarding any adjustments to the Cash Consideration that would result in Buyer paying less than the amount claimed by Seller, Buyer shall place such amounts in a separate escrow account, pursuant to an escrow agreement mutually satisfactory to Buyer and Seller, and such amounts shall be released to Buyer or Seller, as appropriate, upon final determination of the adjustments in accordance with the remainder of this paragraph. The Initial Adjustment Certificate, unless contested in good faith by Buyer, shall constitute the basis on which the Current Items Amount paid at Closing and the Subscriber Adjustment Amount is calculated. On or before 120 days after the Closing Date, Buyer shall deliver to Seller a final calculation of the adjustments calculated as of the Adjustment Time, together with such supporting documentation as Seller may reasonably request, in a certificate (the "Final Adjustment Certificate"), which shall evidence in reasonable detail the nature and extent of each adjustment. Seller shall review the Final Adjustment Certificate and shall give written notice to Buyer of any objections Seller has to the calculations shown in such certificate within 30 days after Seller's receipt thereof. Buyer and Seller shall endeavor in good faith to resolve any such objections within 15 days after the receipt by Buyer of Seller's objections. If any objections or disputes have not been resolved at the end of such 15-day period, the disputed portion of the Current Items Amount or Subscriber Adjustment Amount shall be determined within the following 30 days by a partner in a major accounting firm with substantial cable television audit experience which is not the auditor of either Buyer or Seller (a "Qualified Auditor") and the determination of the Qualified Auditor shall be final and shall be binding upon both parties. If Buyer and Seller cannot agree with respect to selection of the Qualified Auditor, Buyer and Seller shall each select an auditor and those two auditors shall select a third auditor whose determination shall be final and shall be binding upon both parties. Buyer and Seller shall bear equally the expenses arising in connection with such determination. Any payment or, subject to Section 2.6, transfer of a portion of the LLC Interest required as a result of the determination of all disputed amounts, whether by agreement of the parties or by an auditor's determination, shall be made by the party responsible therefor to the other party within ten business days after the final determination is made and shall be treated as the final Current Items Amount or Subscriber Adjustment Amount for all purposes of this Agreement.

Section 2.6 Subscriber Adjustment Amount. If the average of the Subscriber Total at the end of each month during the 3-month period ending on the last day of the last billing cycle ending prior to the Adjustment Time (the "Closing Subscriber Total") is less than 120,131 then the Equity Value shall be reduced by an amount equal to the product of (a) the Subscriber Valuation times (b) the amount, if any, by which 120,131 exceeds the Closing Subscriber Total (the "Subscriber Adjustment Amount"). The Subscriber Adjustment Amount shall be estimated as of Closing in the Initial

Adjustment Certificate delivered to Buyer in accordance with Section 2.5(b) and thereafter shall be subject to post-Closing verification under said Section 2.5(b). If the estimated Subscriber Adjustment Amount exceeds $9,500,000, then, at Closing, the Cash Consideration shall be reduced by the amount of such excess. If the Subscriber Adjustment Amount as finally determined differs from the estimated Subscriber Adjustment Amount, then, within ten business days of the date the final determination is made, Seller or Buyer as appropriate shall transfer to the other that portion of the LLC Interest as shall be necessary to reflect the actual Equity Value as adjusted for such difference in the Subscriber Adjustment Amount. If the Subscriber Adjustment Amount as finally determined exceeds $9,500,000, the excess amount shall be payable by Seller to Buyer within ten business days of the date the final determination is made.

For purposes of Sections 2.6 and 6.18(e), (f) and (g), any adjustments made to the LLC Interest shall be made based on the LLC Interest having a value of $9,500,000 and subject to any previous reduction in the LLC Interest pursuant to Sections 2.6 or 6.18(e), (f) or (g). For example, to the extent the Equity Value of the LLC Interest is $9,500,000, and pursuant to Section 6.18(f) a reduction in the amount of $4,750,000 is required, Seller shall convey one half of its LLC Interest to Buyer. On the other hand, for example, to the extent the Equity Value of the LLC Interest is $9,500,000 and pursuant to Section 6.18(f) a reduction in the amount of $11,500,000 is required, Seller shall convey its entire LLC Interest to Buyer and pay Buyer $2,000,000 in cash. Furthermore, for example, if Seller has already conveyed pursuant to an adjustment under Section 2.6, $1,900,000 (or 20%) of its LLC Interest to Buyer, and pursuant to Section 6.18(f) a reduction in the amount of $3,800,000 is required, Seller shall convey one half of its remaining LLC Interest to Buyer.

Article 3.
Related Matters

Section 3.1 Use of Names and Logos; Transitional Consulting Services;

(a) For a period up to 180 days after Closing, Buyer shall be entitled to use the trademarks, trade names, service marks, service names, logos, and similar proprietary rights of Seller or a Seller Subsidiary to the extent incorporated in or on the Assets (collectively, the "Proprietary Rights"); provided that (i) Buyer acknowledges that the Proprietary Rights belong to Seller or a Seller Subsidiary, and that Buyer acquires no rights therein pursuant to the 180-day phase-out period; (ii) all such Assets shall be used in a manner consistent with the use made by Seller or a Seller Subsidiary of such Assets prior to Closing; and (iii) Buyer shall exercise commercially reasonable efforts to remove all Proprietary Rights from the Assets as soon as practicable following Closing. Except as set forth in this Section 3.1(a), or unless granted by prior written approval from Seller, Buyer shall not, at any time prior to or following the Closing, use in any fashion the "Time", "Warner", "Time Warner" or "TWI" trademarks or trade names.

(b) For a period of up to 180 days after Closing, upon Buyer's written request delivered to Seller no later than 30 days prior to the first anticipated Closing Date, Seller shall, to the extent permitted under applicable Contracts, provide to Buyer billing and general ledger accounting services as requested by Buyer to maintain the smooth and orderly functioning of the Systems during such period (the "Transitional Consulting Services"), and Buyer shall pay Seller (a) an amount equal to Seller's actual costs incurred in performing billing services for Buyer hereunder, and (b) the sum of $5,000 per month for the Systems located in Tennessee and $5,000 per month for the Systems located in Louisiana and Mississippi as transitional consulting fees for the duration of the Transitional Consulting Services. Buyer shall have the right to terminate all or any portion of the Transitional Consulting Services upon 30 days' prior notice to Seller.

Section 3.2 Bulk Sales. Buyer and Seller each waives compliance by the other with bulk sales Legal Requirements applicable to the transactions contemplated hereby.

Section 3.3 Transfer Taxes. Buyer and Seller shall each pay one half of all sales, use, transfer, and similar Taxes arising from or payable by reason of the transactions contemplated by this Agreement.

Section 3.4 Escrow Deposit. No later than December 5, 1997, Buyer shall deposit the sum of $15,000,000 with The Chase Manhattan Bank, N.A. ("Escrow Agent") as an escrow deposit (the "Escrow Deposit") pursuant to the terms of the Escrow Agreement entered into as of the date hereof by and between Buyer, Seller and Escrow Agent (the "Escrow Agreement"). The Escrow Deposit and all interest or other income accrued thereon shall be paid to Seller at Closing, for credit toward payment of the Purchase Price, by wire transfer in accordance with joint instructions given by Buyer and Seller to Escrow Agent and shall otherwise be released to Seller or returned to Buyer in accordance with the terms hereof and of the Escrow Agreement.

Article 4.
Buyer's Representations and Warranties

Buyer represents and warrants to Seller as follows:

Section 4.1 Organization of Buyer. Buyer is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware, and has all requisite limited liability company power and authority to own and lease the properties and assets it currently owns and leases and to conduct its activities as such activities are currently conducted. Buyer is, or will prior to Closing be, duly qualified to do business as a foreign limited liability company and is, or will prior to the Closing be, in good standing in all jurisdictions in which the ownership or leasing of the Assets or the nature of its activities in connection with the Systems would make such qualification necessary.

Section 4.2 Authority. Buyer has all requisite limited liability company power and authority to execute, deliver, and perform this Agreement and consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the issuance of the LLC Interest to Seller by Buyer, have been duly and validly authorized by all necessary limited liability company action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer, and is the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

Section 4.3 No Conflict; Required Consents. Except as described in Schedule 4.3 or as will not have a material adverse effect on the ability of Buyer to perform its obligations hereunder, and subject to compliance with the HSR Act, the execution, delivery, and performance by Buyer of this Agreement, including the issuance of the LLC Interest to Seller in accordance with the terms of this Agreement, do not and will not: (a) conflict with or violate any provision of the Certificate of Formation of Buyer or the Operating Agreement; (b) violate any provision of any Legal Requirement; (c) conflict with, violate, result in a breach of, or constitute a default under any Contract to which Buyer is a party or by which Buyer or the assets or properties owned or leased by it are bound or affected, or (d) require any consent, approval, or authorization of, or filing of any certificate, notice, application, report, or other document with, any Governmental Authority or other Person.

Section 4.4 Litigation. Except for any Litigation or Judgment as may affect the cable television industry (national or regional) generally, there is no Litigation or Judgment pending, or to the best of Buyer's knowledge, threatened, in any court or before any Governmental Authority or any arbitrator, by or against or affecting or relating to Buyer or any of its Affiliates and, to Buyer's knowledge, no facts or circumstances exist which reasonably could be expected to give rise to any such Litigation or Judgment, which, if adversely determined, would restrain or materially hinder or delay the consummation of the transactions contemplated by this Agreement or cause any of such transactions to be rescinded.

Section 4.5 Finders and Brokers. Buyer has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Seller will in any way have any liability.

Section 4.6 Full Access. Buyer's representatives have received complete access to Seller and the Seller Subsidiaries' books and records and to the facilities and the Assets of the Systems to the extent requested by Buyer, and Seller and the Seller Subsidiaries have cooperated with Buyer to the end that Buyer has been able to conduct its own inspection and investigation of the Systems and the Assets to Buyer's satisfaction and has independently investigated, analyzed and appraised the condition, value, prospects and profitability thereof and such other pre-signing due diligence in

connection with the transactions contemplated by this Agreement in accordance with the normal practice of Buyer; provided that notwithstanding any such access, inspection or investigation, Buyer shall be entitled to rely on all representations, warranties, covenants and agreements of Seller set forth herein and shall not be deemed by virtue of such access, inspection or investigation, to have waived any of its rights hereunder.

Section 4.7 Offering. Subject to the accuracy of Seller's representations in Sections 5.19 and 5.20 hereof, the issuance of the LLC Interest to be issued in conformity with the terms of this Agreement constitutes a transaction exempt from the registration requirements of Section 5 of the Securities Act and similar requirements of any state securities or "blue sky" Legal Requirements.

Article 5.
Seller's Representations and Warranties

Seller represents and warrants to Buyer as follows:

Section 5.1 Organization and Qualification of Seller and Seller Subsidiaries. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, Picayune Cablevision, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi, and Cablevision Industries of Louisiana Partnership is a general partnership duly organized and validly existing under the laws of the State of Louisiana. Each of Seller and each Seller Subsidiary has all requisite corporate or partnership power and authority to own and lease the properties and assets it currently owns and leases and to conduct its activities as such activities are currently conducted. Seller and Picayune Cablevision, Inc. are duly qualified to do business as a foreign corporations and are in good standing in all jurisdictions in which the ownership or leasing of the Assets or the nature of their activities in connection with the Systems makes such qualification necessary.

Section 5.2 Authority. Seller has all requisite corporate power and authority to execute, deliver, and perform this Agreement and each of Seller and each Seller Subsidiary has all requisite corporate or partnership power and authority to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby on the part of Seller and each Seller Subsidiary have been duly and validly authorized by all necessary action on the part of Seller and each Seller Subsidiary. This Agreement has been duly and validly executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

Section 5.3 No Conflict; Required Consents. Except as described on Schedule 5.3 and subject to compliance with the HSR Act, the execution, delivery, and

performance by Seller of this Agreement and the consummation of the transactions contemplated hereby by Seller and the Seller Subsidiaries do not and will not: (a) conflict with or violate any provision of the Articles of Incorporation or Bylaws or Partnership Agreement, as the case may be, of Seller or any Seller Subsidiary; (b) violate any provision of any Legal Requirement; (c) conflict with, violate, result in a material breach of, or constitute a default under any Contract to which Seller or any Seller Subsidiary is a party or by which Seller or any Seller Subsidiary or the assets or properties owned or leased by it are bound or affected or create any Lien upon or relating to the Assets or the Systems; or (d) require any consent, approval or authorization of, or filing of any certificate, notice, application, report, or other document with (individually, any of the foregoing, a "Consent" and collectively "Consents"), any Governmental Authority or other Person, except for such consents, approvals, authorizations or filings the absence of which would not prevent, materially delay or make unduly burdensome the consummation of the transactions contemplated hereby. Except for the Consents described in Schedule 5.3 and subject to compliance with the HSR Act, no Consent from any Governmental Authority or other Person is required (e) to permit Seller or any Seller Subsidiary to assign or transfer the Assets to Buyer (without any default or violation under or in respect of such Assets and without causing any acceleration or termination of any of such Assets); or (f) to permit Buyer to conduct the business or operations of the Systems in the same manner as such business or operations are presently conducted.

Section 5.4 Title to and Physical Condition of Assets. Except for Permitted Liens and except as set forth on Schedules 2.1(b) and 5.4, Seller or the Seller Subsidiaries have good title to (or in the case of Assets that are leased, valid leasehold interests in) all of the Tangible Personal Property and good and marketable title to all of the Real Property, in each case free and clear of all Liens. The amount of the Systems' inventory as of Closing will be sufficient to permit the continued maintenance and operation of the Systems for at least a 30-day period. EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL CONDITION OF THE ASSETS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WILL CONVEY OR CAUSE TO BE CONVEYED THE ASSETS TO BUYER AT CLOSING "AS IS"; PROVIDED THAT AT CLOSING THE ASSETS SHALL BE IN THE SAME OPERATING CONDITION AND REPAIR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, ORDINARY WEAR AND TEAR EXCEPTED.

Section 5.5 Franchises, Licenses, and System Contracts. Except as described on Schedule 2.1(e), Seller has delivered to Buyer true and complete copies of each of the Franchises, Licenses, and System Contracts and all amendments, assignments and consents thereto. Except as set forth on Schedules 2.1(b), 2.1(c), 2.1(d) and 2.1(e), and except for Excluded Assets and (a) Contracts with Individual Subscribers for cable service in the ordinary course of business which may be canceled without penalty by Seller or a Seller Subsidiary; (b) other Contracts terminable at will by Seller or a Seller Subsidiary, without penalty; and (c) Contracts that do not contemplate payments by or

to Seller or a Seller Subsidiary exceeding $25,000 individually or $200,000 for all such Contracts in the aggregate and do not involve any material non-monetary obligation, neither Seller nor any Seller Subsidiary is bound or affected by any Contract that relates to any System. All Franchises, Licenses and System Contracts (to the extent required to be listed) are listed on Schedule 2.1(b), (c), (d) and (e) and notwithstanding anything else contained herein to the contrary. Schedule 2.1(e) lists all retransmission consents and leased access agreements which are not Excluded Assets. Each of the Franchises, Licenses and System Contracts set forth on the Schedules hereto is in full force and effect, is validly held by Seller or another Person, will at Closing be held by Seller or a Seller Subsidiary, and is valid, binding and enforceable in accordance with its terms. Except as described on Schedule 5.5, there has not occurred (and there is not now existing) any material default by Seller or any Seller Subsidiary nor, to Seller's knowledge, by any other Person under any of the Franchises, Licenses or System Contracts. A request for renewal has been timely filed pursuant to Section 626(a) of the Cable Act with the proper Governmental Authority with respect to any Franchise expiring within 30 months after the date of this Agreement. Other than Excluded Assets, the System Contracts comprise all necessary Contracts to enable Seller or a Seller Subsidiary to carry on lawfully and properly the business and operations of each of the Systems as presently conducted. Except as set forth in Schedule 5.5: (d) Seller or a Seller Subsidiary has fulfilled or complied in all material respects with all promises or commitments on the part of Seller or a Seller Subsidiary contained in any Franchise, License or System Contract with respect to any System, including any relating to capital improvements required under the Franchises or otherwise; and (e) other than as required under the Social Contract, no written promises or commitments which are to be fulfilled after the Closing Date have been made with respect to capital improvements relating to the Systems. To Seller's knowledge, with respect to the Systems, Seller and the Seller Subsidiaries are in compliance in all material respects with the basic service tier relief and equipment rates provisions of the Social Contract and, with respect to the Systems, Seller and the Seller Subsidiaries are in compliance in all material respects with the resolution of CPST rate cases, migrated product tiers and customer refund provisions and infrastructure upgrade requirements of the Social Contract, to the extent such provisions and requirements are applicable on, or required to be performed on or before, the date hereof.

Section 5.6 Litigation. Except as set forth on Schedule 5.6, and except for any Litigation or Judgment as may affect the cable television industry (national or regional) generally to the extent neither Seller nor any Seller Subsidiary is named as a party therein or thereto, there is no Litigation or Judgment pending or, to Seller's knowledge, threatened, in any court or before any Governmental Authority or any arbitrators, by or against or affecting or relating to Seller or any of its Affiliates, and, to Seller's knowledge, no facts or circumstances exist which could reasonably be expected to give rise to any such Litigation or Judgment, which, if adversely determined could adversely affect the business, financial condition or operations of the Systems or the ability of Seller or the Seller Subsidiaries to perform their obligations under or arising out of this Agreement, or which seeks or could result in the modification, revocation, termination, suspension, or other limitation of any of the Franchises, Licenses or System Contracts

set forth on the Schedules hereto. Except as set forth on Schedule 5.6, neither
Seller nor any Seller Subsidiary is in default or violation, and, to Seller's knowledge, no event or condition exists, which with notice or lapse of time or both, could become or result in a default under or violation of, any Judgment issued against Seller or any Seller Subsidiary in connection with the Systems.

Section 5.7 Tax Returns; Other Reports. Seller has timely filed or caused to be filed all federal, state, local, and foreign tax returns and other tax reports relating to the Systems that are required to be filed on or prior to the date hereof, and has timely paid or caused to be paid all Taxes including those shown thereon to be due and payable, the failure to file or pay which could affect or result in the imposition of a Lien upon any Asset. Other than the sales tax audits or notices thereof with respect to Seller or the Seller Subsidiaries' operation of the Systems which are listed on Schedule 5.7, neither Seller nor any Seller Subsidiary has received any notice of deficiency or assessment of proposed deficiency or assessment from any taxing Governmental Authority pertaining to the Systems.

Section 5.8 System Information. Schedule 5.8 sets forth a materially true and accurate description of the following information:

(a) the approximate number of miles of plant included in the Assets as of September 30, 1997;

(b) the number of basic and tier subscribers and pay units (as defined in Schedule 5.8) served by each of the Systems as of September 30, 1997;

(c) a description of basic and optional or tier services available from the Systems and the rates charged by Seller or a Seller Subsidiary for each;

(d) the stations and signals carried by the Systems and the channel position of each such signal and station;

(e) the MHz capacity of the Systems; and the channel capacity of the Systems; and

(f) the franchising Governmental Authorities that have filed FCC Forms 328 with the FCC, pursuant to Section 623(a)(3) of the Communications Act, to regulate basic cable rates of the Systems, and any pending complaints (Form 329) on file with the FCC relating to the Systems.

Notwithstanding any other provision of this Agreement, the representations and warranties in Section 5.8 shall survive Closing for a period of sixty days.

Section 5.9 Compliance with Legal Requirements.

(a) Except as described on Schedule 5.9, Seller and each Seller Subsidiary has complied and is in compliance in all material respects with all Legal

Requirements applicable to the Systems, including the Communications Act, the Cable Act, the Copyright Act, the Occupational Safety and Health Act, all Environmental Laws, and rules and regulations promulgated thereunder. Except as described on Schedule 5.9, neither Seller nor any Seller Subsidiary has received any notice from the FCC of any violation of its rules and regulations insofar as they apply to a System.

(b) Seller and the Seller Subsidiaries have used reasonable best efforts to establish rates charged to customers that would be allowable under rules and regulations promulgated by the FCC under the Cable Act, and any authoritative interpretation thereof, if such rates were subject to regulation by any Governmental Authority, including the local franchising authority and/or the FCC, and, to Seller's knowledge, such rates as computed under the FCC's rules and regulations are permitted rates except as set forth in Schedule 5.9. Except as set forth in Schedule 5.9, Seller has delivered to Buyer complete and correct copies of all FCC 393 Forms and FCC 1200 Series Forms provided during the last three years to franchising Governmental Authorities or the FCC with respect to the Systems and copies of all material correspondence with any Governmental Authority relating to rates charged to customers with respect to the Systems, including, without limitation, copies of any pending complaints and responses filed with the FCC with respect to any rates charged to customers of the Systems.

(c) Seller or a Seller Subsidiary has deposited with the U.S. Copyright Office all statements of account and other documents and instruments, and paid all royalties, supplemental royalties, fees and other sums to the U.S. Copyright Office under the Copyright Act, with respect to the business and operations of the Systems as are required to obtain, hold and maintain the compulsory license for cable television Systems prescribed in Section 111 of the Copyright Act. To Seller's knowledge, there is no inquiry, claim, action or demand pending before the U.S. Copyright Office or from any other party which questions the copyright filings or payments made by Seller or a Seller Subsidiary with respect to the Systems.

Section 5.10 Financial and Operational Information. Seller has delivered to Buyer an unaudited trial balance for the Systems as of June 30, 1997 and unaudited statements of profit and loss of the Systems for the six-month period then ended, and an unaudited trial balance for each of the Systems as of December 31, 1996 and unaudited statements of profit and loss of each of the Systems for the twelve-month period then ended (collectively, the "Financial Statements"). Except as set forth on Schedule 5.10, and except for the absence of a statement of cash flows and footnotes and subject to normal recurring year-end adjustments, which are not expected to be material in amount, the Financial Statements were prepared in accordance with GAAP and present fairly the results of operations of each of the Systems for the periods indicated. Except for (a) liabilities disclosed or provided for (or otherwise described) in the Financial Statements, and (b) liabilities incurred in the ordinary course of business since the date of the most recent Financial Statements, neither Seller nor any Seller Subsidiary has on the date hereof any material liabilities or obligations relating to the Assets or the Systems which

would have been required to be disclosed on the Financial Statements pursuant to GAAP or in the notes to such Financial Statements.

Section 5.11 No Adverse Change. Since June 30, 1997, (a) there has been no material adverse change in the Assets or the business, financial condition or operations of the Systems; (b) the Assets and the financial condition and operations of the Systems have not been materially and adversely affected as a result of any fire, explosion, accident, casualty, labor trouble, flood, drought, riot, storm, condemnation, or act of God or public force or otherwise; and (c) none of Seller or any Seller Subsidiary has made any sale, assignment, lease or other transfer of any of the Assets other than in the ordinary course of business in an aggregate amount not exceeding $100,000.

Section 5.12 Employees.

(a) Schedule 5.12 sets forth a true and complete list of all individuals employed by Seller or a Seller Subsidiary who primarily render services to the Systems. Except as described on Schedule 5.12, neither Seller nor any Seller Subsidiary is a party to any written or oral employment Contract with any such individual, other than a Contract which is terminable at will by either party.

(b) Neither Seller nor any Seller Subsidiary is a party or subject to any labor union or collective bargaining agreement in connection with the Systems, and neither Seller nor any Seller Subsidiary is a party to any labor or employment dispute involving any of its employees who render services in connection with the Systems. Neither Seller, any Seller Subsidiary nor any entity related to Seller or any Seller Subsidiary (under Sections 414(b), (c), (m) or (o) of the Code) contribute to, are required to contribute, or ever have been required to contribute to, a "Multiemployer Plan", as that term is defined in Section 3(37) of ERISA on behalf of any employee of the Systems.

(c) Neither Seller nor any Seller Subsidiary accrues sick leave for its employees as a liability for accounting purposes, nor do Seller or any Seller Subsidiary have any obligation to pay unused sick leave to employees of Seller or any Seller Subsidiary upon such employees' termination of employment.

Section 5.13 Employee Benefits. Each Employee Benefit Plan sponsored or maintained by Seller, any Seller Subsidiary or any entity related to Seller (under the terms of Sections 414(b), (c), (m) or (o) of the Code) is in material compliance with the provisions of ERISA; no reportable event (as defined in Section 4043(c)(1), (2), (3), (5), (6), (7), (10) or (13) of ERISA) has occurred and is continuing with respect to any such Employee Benefit Plan; and, no non-exempt prohibited transaction (as defined in Section 406 of ERISA) has occurred with respect to any such Employee Benefit Plan that would result in any liability to Seller or any Seller Subsidiary.

Section 5.14 Environmental.

(a) To Seller's knowledge, none of the Real Property is the subject of any "Superfund" evaluation or investigation, or any other investigation or proceeding of any Governmental Authority evaluating whether any remedial action is necessary to respond to any release of Hazardous Substances on or in connection with the Real Property and neither Seller nor any Seller Subsidiary has filed any notice under any Environmental Law indicating past or present treatment, storage or disposal of a hazardous waste or reporting a spill or release of a Hazardous Substance on or from the Real Property into the environment.

(b) Except as described on Schedule 5.14, to Seller's knowledge, no surface impoundments or underground storage tanks are located in or on the Real Property.

(c) None of Seller or the Seller Subsidiaries' operations with respect to the Systems are subject to any judicial or administrative proceeding alleging the violation of any Environmental Law. Neither Seller nor any Seller Subsidiary has received any notice of the presence, use, generation, manufacture, disposal, release, or threatened release of any Hazardous Substances on the Real Property which could reasonably be expected to prevent compliance by Seller, a Seller Subsidiary or the Real Property with, or result in Losses under, applicable Legal Requirements.

(d) Seller has delivered to Buyer true and complete copies of all "Phase I," "Phase II," or other environmental site assessments conducted or reports prepared by or which are in the possession of Seller or any Affiliate thereof relating to the Real Property.

Section 5.15 Accounts Receivable. Seller and Seller Subsidiaries' accounts receivable are actual and bona fide receivables representing obligations for the total dollar amount thereof shown on the books of Seller or the Seller Subsidiaries that resulted from the regular course of Seller or the Seller Subsidiaries' business, and are fully collectible in accordance with their terms, subject to no offset or reduction of any nature except for a reserve for uncollectible accounts consistent with the reserve established by Seller or a Seller Subsidiary in the most recent trial balance delivered to Buyer in accordance with Section 5.10.

Section 5.16 Taxpayer Identification Number. Seller's U.S. Taxpayer Identification Number is 59-1353813.

Section 5.17 Competitive Activity. Except as set forth on Schedule 5.17, (i) other than the Systems, there are no operating cable television systems in the areas for which Seller or any Seller Subsidiary holds a Franchise, (ii) no franchise or other operating authority for a cable television system has been granted to any party other than Seller or any Seller Subsidiary by the appropriate Governmental Authority in the areas for which Seller or any Seller Subsidiary holds a Franchise, and, to the knowledge

of Seller, no party is seeking such a franchise or other operating authority, and (iii) there are no multi-point distribution systems, multi-channel multi-point distribution systems, wireless cable systems, or to the knowledge of Seller, satellite master antenna systems operating in the areas for which Seller or any Seller Subsidiary holds a Franchise, and, to the knowledge of Seller, no party intends or is seeking to construct or operate any of the foregoing.

Section 5.18 No Other Commitment. No material part of any of the Systems or the Assets is directly or indirectly subject in any manner to any oral or written commitment or any arrangement for the sale, transfer, assignment or disposition thereof, in whole or in part, except pursuant to this Agreement.

Section 5.19 Experience. Seller has substantial experience in evaluating and investing in private placement transactions of securities of companies similar to Buyer so that it is capable of evaluating the merits and the risks of its investment in Buyer and has the capacity to protect its own interests.

Section 5.20 Investment. Seller is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act. Except for transfers to Affiliates, Seller is acquiring the LLC Interest for investment for its own account, not as a nominee or agent, and not with the view to, or for the resale in connection with, any distribution thereof. Seller understands that the LLC Interest has not been, and will not be, registered under Section 5 of the Securities Act or under any applicable state securities or "blue sky" Legal Requirement by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Seller's representations as expressed in this Section 5.20.

Section 5.21 Disclosure of Information. Seller believes it has received all of the information it considers necessary or appropriate for deciding whether to acquire the LLC Interest, and further represents that it has had an opportunity to ask questions and receive answers from Buyer regarding the terms and conditions of the LLC Interest and the business, properties, and financial condition of Buyer. Seller acknowledges that Buyer has not made any representations concerning the tax consequences of acquisition and ownership of the LLC Interest, the prospects or projected financial performance of Buyer or other matters concerning Buyer except as specifically set forth in this Agreement and the Operating Agreement. The foregoing does not limit or modify the representations or warranties of Buyer in Article 4 of this Agreement or as may be contained in the Operating Agreement or the right of Seller to rely thereon.

Article 6.

Covenants

Section 6.1 Certain Affirmative Covenants of Seller. Except as Buyer may otherwise consent in writing, between the date of this Agreement and Closing, Seller shall:

(a) (i) operate the Systems, and cause the Systems to be operated, in the ordinary course of business in accordance with past practices; (ii) maintain the tangible Assets, and cause the tangible Assets to be maintained, in their current condition and repair, ordinary wear excepted and maintain inventories of spare parts, converters and expendable supplies at levels sufficient to permit the continued maintenance and operation of the Systems for at least a 30 day period; (iii) perform all of its obligations, and cause each Seller Subsidiary to perform all of its obligations, under all of the Franchises, Licenses and System Contracts without material breach or default; (iv) operate the Systems, and cause the Systems to be operated, in material compliance with applicable Legal Requirements; (v) use its commercially reasonable efforts, and cause the Seller Subsidiaries to use commercially reasonable efforts, to preserve the business of each of the Systems and present relationships with Subscribers, Governmental Authorities and others having business relations with Seller or any Seller Subsidiary; and (iv) continue to implement Seller and Seller Subsidiaries' procedures for disconnection and discontinuance of service of subscribers whose accounts are delinquent in accordance with those in effect on the date of this Agreement;

(b) give to Buyer and its counsel, accountants, and other representatives, access upon reasonable prior notice during normal business hours to the Systems, the Real Property, the other Assets and Seller and Seller Subsidiaries' books and records relating to the Systems;

(c) as soon as practicable after the date of this Agreement and in any event within 30 days after the date of this Agreement, and at its expense, make all filings, including the simultaneous filing of FCC Forms 394 with all other FCC Forms 394 filed by Seller hereunder, as necessary in order to transfer any Franchises to Seller or a Seller Subsidiary at or prior to Closing, and exercise commercially reasonable efforts to obtain in writing as promptly as practicable all approvals, authorizations and consents described on Schedule 5.3, and deliver to Buyer copies thereof promptly upon receiving them; provided that "commercially reasonable efforts" for this purpose shall not require Seller to undertake any measures which in the reasonable opinion of Seller are extraordinary or unreasonable to obtain such approvals and consents, including the initiation or prosecution of legal proceedings or the payment of fees in excess of normal and usual filing and processing fees; provided, further, that the costs and expenses associated with the performance after the Closing Date of obligations which are required by a third party as a condition of granting its consent or approval and which obligations are accepted by Buyer (which obligations shall be accepted or rejected by Buyer in accordance with the terms of this Agreement) shall be borne solely by Buyer. If Buyer's

cooperation is required to obtain such consents, Buyer shall be responsible for its own out-of-pocket costs in connection therewith;

(d) promptly deliver to Buyer copies of any reports with respect to the operation of the Systems regularly prepared by Seller or any Seller Subsidiary at any time from the date hereof until Closing including, within 20 days after the end of each calendar month, a statement of income and expenses for the month just ended (prepared in accordance with GAAP, except for the absence of footnotes and subject to usual and customary year-end adjustments) and such other financial and operational information (including information on Subscribers, and payables and receivables as reflected on the balance sheet) as Buyer may reasonably request;

(e) promptly inform Buyer in writing of any material adverse change in the condition (financial or otherwise), operations, assets, liabilities, business or prospects of the Systems. Notwithstanding the disclosure to Buyer of any such material adverse change, Seller shall not be relieved of any liability for, nor shall the providing of such information by Seller to Buyer be deemed a waiver by Buyer of, the breach of any representation or warranty of Seller contained in this Agreement;

(f) continue to carry and maintain in full force and effect its existing casualty and liability insurance through and including the Closing Date;

(g) implement the increases in basic and CPST rates for cable services at the times and in the full amounts set forth in the column entitled "Proposed Total" in the Atlanta Division 1998 Rate Increases Sheet for Systems located in Louisiana and Mississippi and in the column entitled "New (after increase)" in the rate sheets for the Systems located in Tennessee, as set forth in Schedule 6.1(g). Seller will adjust the basic and CPST rates currently stated in Schedule 6.1(g) in each of the Systems so that as of January 1, 1998, the rates are at or below maximum permitted basic and CPST rates, and will result in rate adjustments for all of the Systems which in the aggregate are equal to the total "Proposed Total" and total "New (after increase)" rates for the Louisiana and Mississippi Systems and for the Tennessee Systems, respectively, as set forth in Schedule 6.1(g). Seller shall provide Buyer with all relevant FCC Forms 1200, 1205, 1210, and 1240 whether or not submitted to any Governmental Authority or the FCC, which the Seller used to determine the rates of each of the Systems on the Closing Date pursuant to the FCC's regulations. Seller shall cooperate with Buyer in providing any additional information subsequent to the Closing Date which may be necessary to complete any FCC Form used to determine the rates in effect on the Closing Date, and Seller will take all actions necessary under the FCC's rules to notify subscribers in each relevant System of the rate adjustment required pursuant to this paragraph;

(h) take all actions necessary or appropriate to remain in compliance with the Social Contract;

(i) undertake such upgrades or rebuilds of the cable plant included within the Systems as are requested by Buyer and approved by Seller in accordance with Section 2.5(a)(iv); and

(j) cause all of the Franchises, Licenses, System Contracts and Owned Real Property to be held by Seller or a Seller Subsidiary at or prior to Closing.

Section 6.2 Certain Negative Covenants of Seller. Between the date hereof and Closing, Seller shall not, and shall not permit the Seller Subsidiaries to, solicit or participate in negotiations with (and Seller shall use its commercially reasonable efforts to prevent any Affiliate, partner, director, officer, employee or other representative or agent of Seller or the Seller Subsidiaries from negotiating with, soliciting or participating in negotiations with) any third party with respect to the sale of the Seller Subsidiaries, the Assets or the Systems or any transaction inconsistent with those contemplated hereby. Additionally, except as Buyer may otherwise consent in writing, or as contemplated by this Agreement, between the date of this Agreement and Closing, Seller shall not, and shall not permit the Seller Subsidiaries to, (a) modify, terminate, renew, suspend, or abrogate any Franchise, License or material System Contract; (b) enter into any new Contract relating to the Assets or the Systems, except for any such Contract entered into in the ordinary course of business, which Contract shall in no event involve material non-monetary obligations or payments by or to Seller or any Seller Subsidiary exceeding $25,000 for any individual Contract or $200,000 for all such Contracts in the aggregate; (c) sell, assign, transfer or otherwise dispose of any of the Seller Subsidiaries or Assets, except for (i) the disposition of obsolete or worn-out equipment; or (ii) dispositions with respect to which such Assets are replaced with assets of at least equal value; (d) other than increases attributable to promotions granted in the ordinary course, grant any increase in the compensation of any employee of the Systems, except in the ordinary course of business and consistent with past practice and in no event exceeding (i) individually, 110.5% of any employee's compensation as of the date hereof, or (ii) in the aggregate, 105% of the aggregate compensation payable to all System employees as of the date hereof; or (e) enter into any transaction or permit the taking of any action that would result in any of Seller's representations and warranties contained in this Agreement not being true and correct when made or at Closing.

Section 6.3 Certain Covenants of Buyer.

(a) Except as Seller may otherwise consent in writing, Buyer shall, as soon as practicable and in any event within 30 days after the date of this Agreement, make all filings, and exercise commercially reasonable efforts to obtain in writing as promptly as practicable all approvals, authorizations and consents, described on Schedule 4.3, and deliver to Seller copies thereof.

(b) Buyer shall use its commercially reasonable efforts to cooperate with Seller in obtaining all necessary approvals, authorizations and Consents to be obtained by Seller including, but not limited to, notifying Seller as promptly as

practicable after the date hereof of its wholly-owned Affiliate or Affiliates, if any, who will take title to the Assets, attending meetings with the parties who must provide such approvals, authorizations and consents and by providing the appropriate financial statements, insurance certificates and surety bonds required to obtain such approvals, authorizations and consents; provided that "commercially reasonable efforts" for this purpose shall not require Buyer to take any measures which in the reasonable opinion of Buyer are extraordinary or unreasonable to obtain any Consents, including, without limitation, under no circumstances shall Buyer be required to (i) make any payments to any Person from whom such Consents are sought; (ii) accept any conditions which in the reasonable judgment of Buyer it considers materially adverse; or (iii) accept any changes, modifications or additions in the terms of the document or instrument for which a Consent is sought if Buyer, in its reasonable judgment, concludes that such changes, modifications or additions would make such document or instrument materially more onerous upon Buyer than the existing terms of such document or instrument. Buyer shall have the right to request in connection with seeking and as a part of any Consent a consent by the relevant party to the grant of a security interest in such underlying document or instrument by Buyer (or its Affiliates) to their lenders; provided that Buyer shall withdraw such request if the relevant party refuses to consent to the grant of a security interest.

(c) Promptly after the date hereof, Buyer shall apply for a U.S. Taxpayer Identification Number. Buyer shall inform Seller of such number promptly after it is assigned.

Section 6.4 Employee Matters.

(a) Except for employees of the Systems who are retained as employees of Seller or a Seller Subsidiary and reassigned as of Closing, Seller or the Seller Subsidiaries shall terminate the employment of all of the employees who primarily render services to the Systems immediately prior to Closing. Seller shall be responsible for and shall cause to be discharged and satisfied in full all amounts owed to any employee of Seller or the Seller Subsidiaries who primarily render services to the Systems through the Adjustment Time, including wages, salaries, accrued vacation, amounts owed under any employment, incentive, compensation or bonus agreements, or other benefits or payments under the Benefit Arrangements and Employee Benefit Plans including severance payments, (collectively, the "Employee Obligations").

(b) Buyer may offer employment to any or all of the employees of Seller or the Seller Subsidiaries who primarily render services to the Systems as of the Closing Date. Not later than 30 days (or such longer period as may be required to comply with the WARN Act) prior to the first anticipated Closing Date, Buyer shall deliver to Seller a written notice containing the names, if any, of employees of the Systems whom Buyer intends to hire after the Closing Date, and each such employee who accepts employment with Buyer as of the Closing Date is hereinafter referred to as a "Hired Employee". Not later than 15 days after delivering such written notice to Seller, Buyer shall notify those employees whom Buyer intends to hire after the Closing

Date; the form and manner of such notification shall be reasonably satisfactory to, and approved in advanced by, Seller and shall specify the terms of employment, including compensation and all benefits relating thereto.

(c) Notwithstanding anything to the contrary herein, Buyer shall (i) permit each Hired Employee to participate in Buyer's employee benefit plans and Benefit Arrangements to the same extent as similarly situated employees of Buyer; (ii) give each Hired Employee credit for past service with Seller (including past service with any Affiliate of Seller) for purposes of eligibility, and vesting and accrual under Buyer's employee benefit plans and Benefit Arrangements (including severance benefit, if any); (iii) not subject any Hired Employee to any waiting periods or limitations on benefits for pre-existing conditions under Buyer's employee welfare benefit plans, within the meaning of Section 3(1) of ERISA, including any group health and disability plans, except to the extent such Hired Employee was subject to such limitations under Seller's Employee Benefit Plans and except to the extent the insurer of such employee benefit plans refuses to so provide (despite Buyer's commercially reasonable efforts to the contrary); and (iv) credit all payments made by such Hired Employee toward deductible, co-payment and out-of-pocket limits under Seller's health care plans for the plan year that includes the Closing Date as if such payments had been made for similar purposes under the health care plan of Buyer for the plan year that includes the Closing Date.

(d) Buyer shall recognize the term of service with Seller or a Seller Subsidiary of any Hired Employee in determining such employee's vacation under Buyer's vacation plan.

(e) If Buyer discharges any Hired Employee without cause within 90 days after the Adjustment Time, such Hired Employee shall be entitled to severance benefits under Buyer's severance pay plan, if any, in accordance with the terms of such plan and counting the period of employment with Seller or a Seller Subsidiary as employment with Buyer for purposes of calculating benefits under any such plan. If Buyer has no severance pay plan, then the severance benefits payable by Buyer under this subsection (e) shall be calculated in accordance with the terms and provisions of Seller's severance plan.

(f) To permit Seller to make distributions to any former employee who is a Hired Employee of the balance of such employee's 401(k) account in Seller's tax qualified plan, if any, as soon as legally permitted, Buyer shall cooperate with Seller by providing information reasonably requested by Seller regarding each such employee's employment status with Buyer. Such information shall be provided by Buyer within five business days following each such request by Seller. To facilitate the foregoing, Buyer shall, within 90 days following the Closing Date, include a notice in all personnel files (whether computerized or hard copy) relating to each Hired Employee requiring the appropriate manager or supervisor who closes such employee personnel file upon

termination of such employee's employment with Buyer for any reason to provide Seller with such notice of the date of termination in accordance with this Section 6.4(f).

(g) For the sole purpose of assisting Buyer in the establishment of employee benefit plans for the benefit of Hired Employees, Seller shall make reasonably available to Buyer copies of current summary plan descriptions for the Employee Benefit Plans.

Section 6.5 WARN Act. Seller shall, and shall cause the Seller Subsidiaries to, comply with the employee notification requirements, if applicable, of the Federal Worker Adjustment and Retraining Notification Act (the "WARN Act").

Section 6.6 Title Insurance. Seller shall, and shall cause the Seller Subsidiaries to, reasonably cooperate with Buyer if Buyer elects to obtain title insurance policies on parcels of Real Property, it being understood that Buyer shall have the sole responsibility for obtaining and paying for such policies. The obtaining of title insurance shall not be a condition to the obligations of Buyer to consummate the transactions contemplated hereunder.

Section 6.7 HSR Act Compliance. As promptly as practicable after the date of this Agreement, but in any event no later than 45 days after the date of this Agreement, Buyer and Seller shall prepare and file proper premerger notification forms and affidavits in connection with the transactions contemplated hereby, in compliance with the HSR Act. If any Governmental Authority shall challenge the transactions contemplated hereby, or request any additional filings or information, neither Buyer nor Seller shall have any obligation to contest such challenge or make or provide any such filing or information, and in any such event each shall be entitled, at its option, to withdraw its filing and terminate this Agreement; provided that Buyer and Seller shall use commercially reasonable efforts to negotiate as promptly as practical with such Governmental Authority regarding the scope and content of any such request for additional filings, information or documentary material in an attempt to limit the scope and content of any such request in such a manner as such party would determine that compliance with such request would be commercially reasonable. Buyer and Seller shall each pay one half of any applicable HSR filing fee.

Section 6.8 Post-Closing Obtaining of Consents, Authorizations and Approvals. Subsequent to Closing, each party shall continue to use its commercially reasonable efforts at its own expense to obtain in writing as promptly as possible any consent, authorization or approval required to be obtained by it that was not obtained on or before Closing, and deliver copies of such, reasonably satisfactory in form and substance, to the other. The obligations set forth in this subsection shall survive Closing and shall not be merged in the consummation of the transactions contemplated hereby. From Closing until each such consent, authorization or approval is obtained, each party shall act as the agent for the other, and shall preserve the benefit of and enforce the System Contract or other right to which such consent, authorization or approval pertains to the fullest extent permissible under such System Contract or other

right. Upon request of the other, at Closing, Buyer and Seller shall enter into an agency agreement in a form mutually satisfactory to each party specifying the terms of such agency.

Section 6.9 Social Contract.

(a) Social Contract Election. Buyer has elected to have the provisions of the Social Contract apply to the Systems after Closing. No later than 30 days after the date hereof, Buyer shall notify the FCC of its election to have the provisions of the Social Contract apply to the Systems after Closing. Buyer shall then use commercially reasonable efforts to obtain the FCC's concurrence thereto prior to Closing, in accordance with the terms of the Social Contract.

(b) Social Contract Refund. If the FCC does not concur with Buyer's election to have the provisions of the Social Contract apply to the Systems after Closing, and because the upgrade commitment described in Section III.F.1. of the Social Contract will not have been completed prior to Closing, Section III.F.6.b. of the Social Contract provides that the "Cable Programming Service Tier" subscribers of the Systems as of Closing (the "CPST Subscribers") will be eligible for refunds (in the form of prospective bill credits) of any CPST rate increases taken by Seller or a Seller Subsidiary pursuant to the Social Contract, with interest computed in accordance with FCC requirements for subscriber refunds, and a liquidated damages penalty of 15% of such refund amount, calculated pursuant to Section III.F.5. of the Social Contract (the "Social Contract Refund"). Accordingly, with respect to the Social Contract Refund, if Buyer elects to waive its condition precedent to Closing set forth in Section 7.1(h)(ii) with respect to the Social Contract:

(i) At Closing, pursuant to Section 2.5(a)(v), Buyer shall receive a credit in an amount equal to the Social Contract Refund, calculated by Seller in accordance with the Social Contract as of the 30th day after the Closing Date (the "Social Contract Refund Credit"). Buyer shall be responsible for any additional interest to be paid to CPST Subscribers calculated in accordance with the Social Contract if the Social Contract Refunds are not made within 30 days after the Closing Date.

(ii) As soon as reasonably practicable after Closing (and taking into account the time reasonably required for Buyer to complete arrangements to make the Social Contract Refund and any rate adjustments proposed by Buyer), Buyer shall give each CPST Subscriber a prospective bill credit in the aggregate amount calculated by Seller as appropriate for (A) the portion of the Social Contract Refund Credit that is properly payable to such CPST Subscriber, plus (B) any additional interest, computed in accordance with FCC requirements for subscriber refunds, that may be owing to such CPST Subscriber for the period between the 30th day after the Closing Date and the effective date of such refund. Buyer shall reflect such prospective bill credit on a regular monthly billing statement by Buyer and shall describe such bill credit as the refund required and calculated pursuant to the Social Contract.

Section 6.10 Confidentiality. Any non-public information that either party ("Recipient Party") may obtain from the other ("Disclosing Party") in connection with this Agreement with respect to Disclosing Party or the Systems shall be confidential and, unless and until Closing shall occur, Recipient Party shall not disclose any such information to any third party (other than its directors, officers, members, shareholders, partners and employees, and representatives of its advisers and lenders whose knowledge thereof is necessary in order to facilitate the consummation of the transactions contemplated hereby) or use such information to the detriment of Disclosing Party; provided that (a) Recipient Party may use and disclose any such information once it has been publicly disclosed (other than by Recipient Party in breach of its obligations under this Section) or which rightfully has come into the possession of Recipient Party (other than from Disclosing Party), and (b) to the extent that Recipient Party may become compelled by Legal Requirements to disclose any of such information, Recipient Party may disclose such information if it shall have used all reasonable efforts, and shall have afforded Disclosing Party the opportunity, to obtain an appropriate protective order, or other satisfactory assurance of confidential treatment, for the information compelled to be disclosed. If this Agreement is terminated, Recipient Party shall use all reasonable efforts to cause to be delivered to Disclosing Party, and retain no copies of, any documents, work papers and other materials obtained by Recipient Party or on its behalf from Disclosing Party, whether so obtained before or after the execution hereof.

Section 6.11 Supplements to Schedules. Each of Seller and Buyer shall, from time to time prior to Closing, supplement the Schedules to this Agreement with additional information that, if existing or known to it on the date of this Agreement, would have been required to be included in one or more Schedules to this Agreement. For purposes of determining the satisfaction of any of the conditions to the obligations of Buyer and Seller in Sections 7.1 and 7.2 and the liability of Seller or of Buyer following Closing for breaches of its representations and warranties under this Agreement, the Schedules to this Agreement shall be deemed to include only (a) the information contained therein on the date of this Agreement and (b) information added to the Schedules by written supplements to this Agreement delivered prior to Closing by the party making such amendment that (i) are accepted in writing by the other party or (ii) reflect actions permitted by this Agreement to be taken prior to Closing.

Section 6.12 Notification of Certain Matters.

(a) Each party shall promptly notify the other party of any fact, event, circumstance, action or omission (i) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement, or (ii) the existence or occurrence of which would cause any of such party's representations or warranties under this Agreement not to be true in any material respect, and with respect to clause (ii), use commercially reasonable efforts to remedy the same.

(b) Promptly upon becoming aware of such matter, each party shall notify the other party of any fact, event, circumstance, action or omission which

constitutes a breach by the other party of any of the representations or warranties made by the other party in this Agreement or a default in the performance of or compliance with any covenant, agreement or obligation required to be performed or complied with hereunder prior to the Closing Date.

(c) Notwithstanding anything in this Agreement to the contrary, any knowledge of Buyer obtained at any time of any breach of a representation or warranty or covenant (however such knowledge was obtained) and any investigation made at any time by or on behalf of Buyer, shall not diminish in any respect whatsoever Buyer's right (before or after Closing) to rely on (and any rights or remedies of Buyer in the event of the breach of) any representations, warranties, covenants and agreements made by or on behalf of Seller pursuant to this Agreement or in any certificate delivered pursuant hereto.

Section 6.13 Commercially Reasonable Efforts. Each party shall use commercially reasonable efforts to take all steps within its power, and shall cooperate with the other party, to cause to be fulfilled those of the conditions to the other party's obligations to consummate the transactions contemplated by this Agreement that are dependent upon its actions, and to execute and deliver, or cause the execution and delivery of, such instruments and take or cause to be taken such other commercially reasonable actions as may be necessary to carry out the intent of this Agreement and consummate the transactions contemplated hereby.

Section 6.14 Environmental Reports. Prior to the Closing Date, Buyer shall have the right, at its sole cost, to conduct such environmental audits and studies of the Real Property as it deems appropriate, including the preparation of Phase I and Phase II environmental reports. Seller shall cooperate with all reasonable requests of Buyer in connection with the preparation of such environmental audits and studies, including furnishing information and allowing Buyer and its consultants reasonable access to the parcels of Real Property unless prohibited under System Contracts relating to such Real Property. The parties agree to use commercially reasonable efforts to ensure to the extent possible the attorney-client privilege treatment of all environmental audits and studies conducted hereunder; provided that nothing herein shall be construed to prevent Buyer from disclosing the contents of such audits and studies to its lenders and other parties as may be necessary to carry out the intent of this Agreement.

Section 6.15 Access to Books and Records. Seller shall provide Buyer access and the right to copy during usual business hours upon reasonable prior notice to Seller for a period of three years from the Closing Date any books and records relating to the Assets but not included in the Assets. Buyer shall provide Seller access and the right to copy during usual business hours upon reasonable prior notice to Buyer for a period of three years after the Closing Date any books and records relating to the Assets that are included in the Assets.

Section 6.16 Other Agreements. Commencing promptly after the date hereof, Seller and Buyer shall cooperate in good faith to negotiate the terms of an amended and

restated Operating Agreement of Buyer, consistent with the terms contained in the LLC Terms Sheet attached hereto as Exhibit A (the "LLC Terms Sheet"), which shall be entered into by Seller and the other parties thereto contemplated by the LLC Terms Sheet and delivered at Closing (the "Operating Agreement"). At Closing, if requested by Buyer, (a) Buyer and an Affiliate of Seller shall enter into a program management agreement (the "Program Management Agreement") relating to programming services to be provided by Seller's Affiliate to Buyer in substantially the form agreed to by Buyer and Seller, and (b) Buyer, Seller, or a Seller Subsidiary and CSG Systems, Inc. or an Affiliate thereof shall enter into an agreement or agreements in substantially the form attached hereto as Exhibit B (the "CSG Assignments") relating to the assignment and assumption by Buyer of certain Seller or Seller Subsidiary's rights and obligations with respect to the Systems under subscriber billing service agreements with CSG Systems, Inc. or an Affiliate thereof. Notwithstanding anything in the Agreement to the contrary, if Buyer elects not to enter into the Program Management Agreement, it shall so notify Seller at least 45 days prior to the first scheduled Closing Date and nothing herein shall be deemed to prohibit Buyer from negotiating or entering into retransmission consent agreements or programming agreements for the Systems relating to the period on and after Closing. Buyer acknowledges that an Affiliate of Seller has developed a branded package of user interfaces, browsers and other navigational tools, and content that provides a template for high-speed cable modem-enabled online services to be offered on cable televisions systems (the "Roadrunner Product"). Buyer agrees that if it determines to offer services on the Systems after Closing which are similar to the Roadrunner Product, it will enter into non-exclusive good faith negotiations with Seller's Affiliate concerning an affiliation agreement by which the Roadrunner Product would be offered on the Systems taking into account all circumstances at the relevant time; provided, however, that to the extent the parties are unable to agree in good faith on the terms of such agreement that are mutually satisfactory to the parties for any reason whatsoever, neither party shall be deemed to be in breach in any respect hereof.

Section 6.17 Guaranty of Seller's Post-Closing Obligations. If, during the period ending on the second anniversary of the Closing Date, (a) Seller's net equity shall fall below $300,000,000 for two or more consecutive quarters, or (b) Seller shall consummate an asset transfer with the result that Seller's net equity shall fall below $300,000,000, then Seller shall so notify Buyer and designate an Affiliate with a net equity in excess of $300,000,000 (the "Guarantor") who shall, execute and deliver a guaranty agreement by and between Guarantor and Buyer, guaranteeing the full and punctual performance of Seller's remaining obligations under Section 11.1 hereof.

Section 6.18 Special Provisions for Franchise Transfers.

(a) If Closing has occurred and any Material Consent required with respect to the transfer of a Franchise has not been obtained on or prior to the Closing Date (such Franchise, a "Nonconsent Franchise"), subject to the provisions of Section 6.18(e) below, the parties shall continue to use their respective commercially reasonable efforts after Closing to obtain such consent or consents as promptly as practicable after Closing, and shall otherwise treat any Nonconsent Franchise in

accordance with the terms of this Section 6.18. Notwithstanding the absence of a Franchise transfer Material Consent, unless Seller shall have elected to hold the Nonconsent Franchise for the use and benefit of Buyer under subsection (c) hereof or unless either party shall reasonably determine that such assignment would violate the terms of the applicable Nonconsent Franchise, or System Contract, License or Legal Requirement or subject Seller to liability under the Nonconsent Franchise, System Contract, License or otherwise, Seller shall assign, or shall cause a Seller Subsidiary to assign, to Buyer at Closing all System Contracts and Licenses relating solely to, and all Tangible Personal Property and Real Property located within the areas covered by, any Nonconsent Franchises. To the extent not assigned at Closing, such System Contracts, Licenses, Tangible Personal Property and Real Property shall be assigned simultaneously with the assignment of the Nonconsent Franchise, free and clear of all Liens except Permitted Liens.

(b) Unless subsection (c) hereof is applicable, Buyer and Seller shall execute and deliver (or Seller shall cause the applicable Seller Subsidiary to execute and deliver) a management agreement at Closing with respect to each such Nonconsent Franchise (the "Management Agreement"). Each Management Agreement will incorporate the following terms and such other terms as the parties shall reasonably agree upon, acting in good faith: Buyer will manage and operate the Nonconsent Franchise and the area, Subscribers and Assets covered thereby in accordance with good business practices in the cable television industry and will use its commercially reasonable efforts to perform all actions necessary or appropriate to the management of the Nonconsent Franchise and its operation; Buyer will bear the expenses relating to such management and operations and retain the revenues derived therefrom, the net cash flow from the management and operation of such Nonconsent Franchise, or otherwise derived from or relating to such Nonconsent Franchise, being Buyer's sole compensation for managing and operating the Nonconsent Franchise and the area, Subscribers and Assets covered thereby; Buyer will indemnify Seller and any Seller Subsidiary against Losses suffered or incurred by Seller or the Seller Subsidiary resulting from Buyer's material breach of the Management Agreement or Buyer's gross negligence or willful misconduct; and, the Management Agreement will automatically terminate upon subsequent transfer of the Nonconsent Franchise to Buyer. Upon receipt of consent to transfer the Nonconsent Franchise, the same shall be assigned to Buyer, free and clear of all Liens except Permitted Liens.

(c) In the event Seller reasonably determines the terms of the applicable Nonconsent Franchise or any Legal Requirement would prevent the management and operation thereof by Buyer under a Management Agreement, then, at Closing, in lieu of executing and delivering a Management Agreement, Seller or the applicable Seller Subsidiary may hold, or Seller may cause a Seller Subsidiary to hold, such Nonconsent Franchise for the use and benefit of Buyer (each, a "Beneficial Arrangement"). In such event, Seller shall, or shall cause a Seller Subsidiary to, (i) operate the Nonconsent Franchise in accordance with, and otherwise comply with, the covenants set forth in Sections 6.1 and 6.2, (ii) afford Buyer the economic benefits intended to be conferred by such Nonconsent Franchise, and (iii) pay to Buyer the

Nonconsent Franchise Cash Flow Amount. Such Nonconsent Franchise Cash Flow Amount shall be paid to Buyer as soon as reasonably practicable after the end of each month during the term of such Beneficial Arrangement, and Buyer shall (and Seller or the Seller Subsidiaries shall not) report for federal and state income tax purposes, the income, gain, loss and deductions with respect to such Nonconsent Franchise. In the event there is negative Nonconsent Franchise Cash Flow Amount in any month, such negative amounts shall be subtracted from the Nonconsent Franchise Cash Flow Amount otherwise to be paid or assigned to Buyer by Seller for subsequent months, pursuant to this Section 6.18(c). Seller shall allow representatives of Buyer reasonable access to its books and records relating to the calculation of Nonconsent Franchise Cash Flow Amount for the purpose of performing an audit of such calculations every six months, and the parties shall use their best good faith efforts to promptly resolve any discrepancies believed to exist in such calculations within 30 days of delivery by Buyer of its audit report to Buyer. Any disputes which are not resolved within such 30-day period shall be referred to a Qualified Auditor whose determination shall be binding upon both parties. Once consent to transfer such Nonconsent Franchise is obtained, Seller shall, or shall cause the Seller Subsidiary to, promptly take such steps as shall be necessary to assign the Nonconsent Franchise to Buyer, free and clear of all Liens except Permitted Liens, and Buyer shall reimburse to Seller an amount equal to the cumulative negative Nonconsent Franchise Cash Flow Amount, if any, existing and unpaid on the date of transfer plus interest on such amount at a rate equal to the prime rate of interest of The Chase Manhattan Bank plus 2.0%.

(d) During the period Seller is operating the Nonconsent Franchise under a Beneficial Arrangement or Buyer is operating the Nonconsent Franchise under a Management Agreement, Seller shall not, and shall not permit any Seller Subsidiary to, transfer legal title to, mortgage, pledge or otherwise encumber, any Nonconsent Franchise without the prior written consent of Buyer.

(e) In the event the parties reasonably determine at or prior to Closing that the terms of the Nonconsent Franchise or any Legal Requirement would prevent both management and operation of the Nonconsent Franchise under the Management Agreement and the Beneficial Arrangement, the Nonconsent Franchise and the area, Subscribers and Assets covered thereby shall, unless the parties agree to continue to use their respective commercially reasonable efforts to obtain the Franchise transfer consent and on the terms and conditions relating thereto, be retained by Seller at Closing and the Equity Value shall be reduced by an amount equal to the product of (i) the Subscriber Valuation times (ii) the Subscriber Total covered by such Nonconsent Franchise as of September 30, 1997 and, to the extent such reduction exceeds the Equity Value, the Cash Consideration shall be reduced by such excess amount.

(f) If, as of the third anniversary of the Closing Date, (i) the consent required with respect to the transfer of a Nonconsent Franchise has not been obtained, and (ii) Buyer is then managing the area, Subscribers and Assets covered by such Nonconsent Franchise under a Management Agreement, or Seller or a Seller Subsidiary is then holding the Nonconsent Franchise for the use and benefit of Buyer under a

Beneficial Arrangement, Buyer shall elect, within 30 days after the third anniversary of the Closing Date, whether to continue or to terminate the Management Agreement or Beneficial Arrangement. If Buyer elects to continue the Management Agreement or Beneficial Arrangement, the Equity Value shall be reduced by an amount equal to the product of (A) 20% times (B) the Subscriber Valuation times (C) the Subscriber Total covered by such Nonconsent Franchise as of September 30, 1997, and Seller shall, on such date as shall be designated by Buyer but in any event no later than the seventh anniversary of the Closing Date, transfer that percentage of the LLC Interest to Buyer as shall be necessary to reflect such reduction in Equity Value or, if Seller then owns an insufficient percentage LLC Interest, Seller shall transfer its entire LLC Interest to Buyer and pay Buyer an amount in cash equal to the difference between the Equity Value of the LLC Interest conveyed and the amount so owed pursuant to this Section 6.18(f).

(g) If (i) Buyer elects under subsection (f) to terminate the Management Agreement or the Beneficial Arrangement, or (ii) at any time after Closing (A) Buyer or Seller is advised in writing by any Governmental Authority that continued operation or management of the Nonconsent Franchise under the Management Agreement, or the existence of the Beneficial Arrangement, violates a Franchise, System Contract or Legal Requirement and Buyer's counsel concurs with such advice, (B) any Governmental Authority revokes the Nonconsent Franchise, or (C) Buyer is not receiving and has not for a period of 90 days been receiving cash flow to which it is entitled hereunder (positive or negative) attributable to the Nonconsent Franchise through no fault of its own, and (D) such violation, revocation or loss of Nonconsent Franchise Cash Flow Amounts are not attributable to an act or omission of Buyer in violation of its agreements hereunder or under the Management Agreement, and (E) Buyer thereafter elects to terminate the Management Agreement or Beneficial Arrangement, the Equity Value shall be reduced by an amount equal to the sum of (1) the amount of interest which accrues on unpaid positive cash flow, if any, to which Buyer is entitled hereunder (between the date on which Buyer is entitled to receive such cash flow and the date of such termination) at a rate equal to the prime rate of interest of The Chase Manhattan Bank plus 2.0%, and (2) the product of (aa) the Subscriber Valuation times (bb) (X) the lesser of (yy) the Subscriber Total covered by such Nonconsent Franchise as of September 30, 1997 or (zz) the Subscriber Total covered by such Nonconsent Franchise as of the date the Management Agreement is terminated, in the event Buyer has operated the Nonconsent Franchise under a Management Agreement, (Y) the Subscriber Total covered by such Nonconsent Franchise as of September 30, 1997, in the event Seller has operated the Nonconsent Franchise for the use and benefit of Buyer under a Beneficial Arrangement, or (Z) notwithstanding (x) or (y) and irrespective of whether the Nonconsent Franchise is operated by Buyer under a Management Agreement or by Seller for the use and benefit of Buyer under a beneficial arrangement, the average of (yy) the Subscriber Total covered by such Nonconsent Franchise as of September 30, 1997 and (zz) the Subscriber Total covered by such Nonconsent Franchise as of the date the Management Agreement or beneficial arrangement is terminated, in the event (yy) exceeds (zz) due to conditions affecting the cable television industry generally, either nationally or regionally. In such events Seller shall, on such date as shall be designated

by Buyer but in any event no later than the seventh anniversary of the Closing Date, transfer that percentage of the LLC Interest to Buyer as shall be necessary to reflect such reduction in Equity Value or, if Seller than owns an insufficient percentage LLC Interest, Seller shall transfer its entire LLC Interest to Buyer and pay Buyer an amount in cash equal to the difference between the Equity Value of the LLC Interest conveyed and the amount so owed to Buyer pursuant to this Section 6.18(g). In addition, if Buyer has so elected to terminate the Management Agreement, Seller shall reimburse Buyer an amount equal to the aggregate of all capital expenditures actually made by Buyer after the Closing Date (plus interest on such capital expenditure amount at a rate equal to the prime rate of interest of The Chase Manhattan Bank plus 2.0%) in (i) maintaining the cable plant covered by such Nonconsent Franchise, (ii) constructing extensions to such cable plant, but only to the extent such extensions were approved by Seller, which consent shall not unreasonably be withheld, and (iii) upgrading such cable plant, but only to the extent such upgrades are required under the Social Contract. If Buyer has so elected to terminate the Beneficial Arrangement, Seller shall reimburse to Buyer an amount equal to all capital expenditures included in the Nonconsent Franchise Cash Flow Amount (plus interest on such capital expenditure amount at a rate equal to the prime rate of interest of The Chase Manhattan Bank plus 2.0%), and an amount equal to the unremitted cumulative Nonconsent Franchise Cash Flow Amount (calculated without taking into account capital expenditures), if any, existing on the date of termination.

(h) The parties agree to cooperate in the negotiation, execution and delivery of such signal sharing or similar agreements on commercially reasonable terms as may be necessary or appropriate due to the existence of a Nonconsent Franchise and any nontransfer of Tangible Personal Property or Real Property associated therewith.

Article 7.

Conditions Precedent

Section 7.1 Conditions to Buyer's Obligations. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, any one or more of which may be waived by Buyer, in its sole discretion:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller in this Agreement (disregarding all qualifications and exceptions contained therein relating to materiality, however phrased) shall be true and accurate in all material respects at and as of Closing with the same effect as if made at and as of Closing, except for changes contemplated under this Agreement and except for representations and warranties made only at and as of a certain date which shall have been true and accurate in all material respects as of such date.

(b) Performance of Agreements. Seller shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants in this Agreement to be performed and complied with by it at or before Closing, the Seller Subsidiaries shall have performed in all material respects their

obligations hereunder to consummate the transactions contemplated hereby, and no event which would constitute a material breach of the terms of this Agreement on the part of Seller or a Seller Subsidiary shall have occurred or be continuing.

(c) Officer's Certificate. Buyer shall have received a certificate executed by an executive officer of Seller, dated as of Closing, reasonably satisfactory in form and substance to Buyer, certifying that the conditions specified in Sections 7.1(a) and (b) have been satisfied.

(d) Legal Proceedings. There shall be no Legal Requirement, and no Judgment shall have been entered and not vacated by any Governmental Authority asserting competent jurisdiction in any Litigation or arising therefrom, which enjoins, restrains, makes illegal, or prohibits consummation of the transactions contemplated by this Agreement, and there shall be no Litigation pending or threatened seeking, or which if successful would have the effect of, any of the foregoing.

(e) HSR Act Compliance. All waiting periods under the HSR Act applicable to the transactions contemplated hereby shall have expired or been terminated.

(f) Seller's Counsel Opinion. Buyer shall have received an opinion of Mary Carroll Huey, counsel to Seller, dated as of Closing, in the form of Exhibit C.
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(g) Seller's FCC Counsel Opinion. Buyer shall have received an opinion of Bryan Cave, special communications counsel to Seller, dated as of Closing, in the form of Exhibit D.

(h) Consents.

(i) Buyer shall have received evidence, in form and substance reasonably satisfactory to it, that there have been obtained all consents, approvals and authorizations identified on Schedule 5.3 as "Material Consents", such consents to be final and effective in accordance with applicable Legal Requirements, no longer subject to any statutory, administrative, judicial or other waiting, appeal, reconsideration, publication or similar periods and to otherwise be in form and substance reasonably satisfactory to Buyer and shall not contain any changes, modifications, additions or conditions not consistent with the provisions of Section 6.3(b); provided, however, that if this condition has not been satisfied due solely to the failure to obtain all Material Consents that are consents by the FCC to assignments of Licenses (other than CARS Licenses), this condition shall be deemed to be satisfied if such consents to assignment have been requested prior to Closing and Buyer is entitled to operate such Licenses pursuant to conditional use authorizations until the FCC's consent is received; and provided further that if this condition has not been satisfied due solely to the failure to obtain all Material Consents with respect to Franchises but (a) Material Consents with respect to Franchises have been obtained which, when combined with Franchises for which transfer consent is not required, cover at least 95% of the Subscriber Total as of

the Closing Date, and (b) Material Consents with respect to Franchises listed on Schedule 5.3 as Material Franchises have been obtained, then this condition shall be deemed to be satisfied.

(ii) Buyer shall have received the consent of the FCC to have the provisions of the Social Contract apply to the Systems after Closing, on terms and conditions reasonably satisfactory to Buyer that shall be materially consistent with the existing terms of the Social Contract, as reasonably applied to Buyer and the Systems.

(i) Subscribers. As of Closing, the Systems shall serve, in the aggregate, a Subscriber Total of at least 114,002.

(j) Evidence of Necessary Actions. Seller shall have delivered to Buyer evidence reasonably satisfactory to Buyer to the effect that Seller has taken and has caused the Seller Subsidiaries to have taken all action necessary to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

(k) Other Documents. All other documents and other items required to be delivered under this Agreement to Buyer at or prior to Closing shall have been delivered or shall be tendered at Closing.

Section 7.2 Conditions to Seller's Obligations. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, any one or more of which may be waived by Seller, in its sole discretion:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer in this Agreement (disregarding all qualifications and exceptions contained therein relating to materiality, however phrased) shall be true and accurate in all material respects at and as of Closing with the same effect as if made at and as of Closing. except for changes contemplated under this Agreement and except for representations and warranties made only at and as of a certain date which shall have been true and correct in all material respects as of such date.

(b) Performance of Agreements. Buyer shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants in this Agreement to be performed and complied with by it at or before Closing and no event which would constitute a material breach of the terms of this Agreement on the part of Buyer shall have occurred and is continuing.

(c) Officer's Certificate. Seller shall have received a certificate executed by an executive officer of Buyer, dated as of Closing, reasonably satisfactory in form and substance to Seller, certifying that the conditions specified in Sections 7.2(a) and (b) have been satisfied.

(d) Legal Proceedings. There shall be no Legal Requirement, and no Judgment shall have been entered and not vacated by any Governmental Authority asserting competent jurisdiction in any Litigation or arising therefrom, which enjoins, restrains, makes illegal, or prohibits consummation of the transactions contemplated hereby, and there shall be no Litigation pending or threatened seeking or which if successful would have the effect of, any of the foregoing.

(e) HSR Act Compliance. All waiting periods under the HSR Act applicable to the transactions contemplated hereby shall have expired or been terminated.

(f) Buyer's Counsel Opinion. Seller shall have received an opinion of Dow, Lohnes & Albertson, counsel to Buyer, dated as of Closing, in the form of Exhibit E.

(g) Consents.

(i) Seller shall have received evidence, in form and substance reasonably satisfactory to it, that there have been obtained all consents, approvals and authorizations identified on Schedule 4.3 as Material Consents; provided, however, if this condition is not satisfied due solely to the failure to obtain all Material Consents with respect to Franchises but Material Consents with respect to Franchises have been obtained which, when combined with Franchises for which transfer consent is not required, cover at least 95% of the Subscriber Total as of the Closing Date, then this condition shall be deemed satisfied.

(ii) Buyer shall have received the consent of the FCC to have the provisions of the Social Contract apply to the Systems after Closing, on terms and conditions reasonably satisfactory to Seller that shall be materially consistent with the existing terms of the Social Contract.

(h) Evidence of Necessary Actions. Buyer shall have delivered to Seller evidence reasonably satisfactory to Seller to the effect that Buyer has taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

(i) Other Documents. All other documents and other items required to be delivered under this Agreement to Seller at or prior to Closing shall have been delivered or shall be tendered at Closing.

Article 8.

Closing

Section 8.1 Closing; Time and Place. Subject to (i) the satisfaction or, to the extent permissible by law, waiver (by the party for whose benefit the Closing condition is imposed) on or prior to the date scheduled for Closing of the Closing conditions

described in Section 7 hereof and (ii) the provisions of Article 9 hereof, the closing of the transactions contemplated by this Agreement ("Closing") shall take place on a date and at a time and location mutually determined by Seller and Buyer that is within 10 business days after the date on which the conditions to Closing set forth in Sections 7.1(e) and (h) and Section 7.2(e) and (g) have been satisfied, or by mutual agreement, the last business day of the month within or immediately after such 10-business-day period. Notwithstanding the foregoing, to the extent that on the date otherwise scheduled for Closing, the conditions precedent set forth in Sections 7.1(d) or 7.2(d) are not satisfied (other than as a result of a permanent, non-appealable injunction prohibiting the consummation of this Agreement), the Closing Date shall be postponed to a date chosen mutually by Seller and Buyer not less than 5 nor more than 10 days after the date on which the circumstances preventing such conditions from being satisfied are no longer applicable. Subject to extension pursuant to the last sentence of Section 9.1 and to Section 12.12, in no event shall the Closing take place later than the date that is nine months from the date of this Agreement (the "Outside Closing Date").

Section 8.2 Seller's Obligations. At Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) Bill of Sale, Assignment and Assumption Agreement. Executed counterparts of a Bill of Sale, Assignment and Assumption Agreement relating to the Assets from each of Seller and each Seller Subsidiary in the form of Exhibit F;

- -

(b) Deeds. Deeds in form and substance reasonably satisfactory to Buyer conveying to Buyer the Owned Real Property free and clear of all Liens (except for Permitted Liens);

(c) FIRPTA Affidavit. FIRPTA Non-Foreign Seller Affidavit certifying that Seller is not a foreign person within the meaning of Section 1445 of the Code, reasonably satisfactory in form and substance to Buyer.

(d) Officer's Certificate. The certificate described in Section 7.1(c);

(e) Seller's Counsel Opinion. Seller's counsel opinion described in Section 7.1(f);

(f) Seller's FCC Counsel Opinion. Seller's FCC counsel opinion described in Section 7.1(g);

(g) Vehicle Titles. Title certificates to all vehicles included among the Assets, endorsed for transfer of title to Buyer, and separate bills of sale therefor, if required by the laws of the states in which such vehicles are titled;

(h) Operating Agreement. Executed counterparts of the Operating Agreement.

(i) Programming Agreement; CSG Assignments. If Buyer has elected to enter into the Programming Agreement and/or CSG Assignments, executed counterparts thereof.

(j) Possession. Actual possession and operating control of the Systems;

(k) Conditions Precedent. To the extent not described above, all items set forth in Section 7.1;

(l) Evidence of Necessary Actions. Evidence reasonably satisfactory to Buyer that Seller and the Seller Subsidiaries have taken all action necessary to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby; and

(m) Other. Such other documents and instruments as shall be necessary or reasonably requested by Buyer to effect the intent of this Agreement and consummate the transactions contemplated hereby.

Section 8.3 Buyer's Obligations. At Closing Buyer shall deliver or cause to be delivered to Seller the following:

(a) Purchase Price. The Purchase Price, as adjusted in accordance with Section 2.5 of this Agreement;

(b) Officer's Certificate. The certificate described in Section 7.2(c);

(c) Buyer's Counsel Opinion. Buyer's counsel opinion described in Section 7.2(f);

(d) Operating Agreement. Executed counterparts of the Operating Agreement.

(e) Programming Agreement; CSG Assignments. If Buyer has elected to enter into the Programming Agreement and/or CSG Assignments, executed counterparts thereof.

(f) Conditions Precedent. To the extent not described above, all items set forth in Section 7.2;

(g) Evidence of Necessary Actions. Evidence reasonably satisfactory to Seller that Buyer has taken all necessary action necessary to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby; and

(h) Other. Such other documents and instruments as shall be necessary or reasonably requested by Seller to effect the intent of this Agreement and consummate the transactions contemplated hereby.

Article 9.

Termination

Section 9.1 Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

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

(b) by either Buyer or Seller upon written notice to the other, if the other (the "Breaching Party") is in material breach or default of its respective covenants, agreements, or other obligations herein, or if any of its representations herein are not true and accurate in all material respects when made or when otherwise required by this Agreement to be true and accurate; provided, however, that (i) the Breaching Party is given prompt written notice which provides a reasonably detailed explanation of the facts and circumstances surrounding such breach or default and (ii) the Breaching Party is given 30 days after receipt of such notice within which to cure such breach or default to the reasonable satisfaction of the non-Breaching Party;

(c) by either Buyer or Seller upon written notice to the other, if any conditions (other than those referred to in Section 9.1(b)) to its obligations set forth in Sections 7.1 and 7.2, respectively, shall not have been satisfied on or before the Outside Closing Date, for any reason other than a material breach or default by such terminating party of its respective covenants, agreements, or other obligations hereunder, or any of its representations herein not being true and accurate in all material respects when made or when otherwise required by this Agreement to be true and accurate;

(d) by either party if the terminating party is not in material breach or default of the obligations hereunder and if Closing shall have not occurred by the Outside Closing Date, upon written notice to the non-terminating party at any time following such date; or

(e) as otherwise provided herein.

Notwithstanding anything in this Section 9.1 to the contrary, if on the Outside Closing Date, the Closing has not occurred solely because any required notice period for Closing has not lapsed, such date shall be extended until the lapse of such period.

Section 9.2 Effect of Termination.

(a) Notwithstanding any other provision of this Section 9.2, if the transactions contemplated by this Agreement are terminated and abandoned as provided herein: (i) each party shall pay the costs and expenses incurred by it in connection with

this Agreement, and no party (or any of its officers, directors, employees, agents (or representatives or shareholders) shall be liable to any other party for any costs, expenses or damages except as expressly specified herein; (ii) each party shall redeliver all documents, work papers and other material of the other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same; (iii) all confidential information received by either party hereto with respect to the business of the other party or any of its Affiliates shall be treated in accordance with Section 6.10 hereof; and (iv) neither party hereto shall have any liability or further obligation to the other party to this Agreement except (x) as stated in Sections 6.10, 9.2, 10.2, 12.1 and 12.8; (y) as stated in subparagraphs (i) and (ii) of this Section 9.2(a); and (z) to the extent applicable, as set forth in Sections 9.2(b) and (c) below.

(b) If both (i) this Agreement is terminated pursuant to Section 9.1 by any party for any reason and (ii) (a) if Seller shall be in breach in a material respect of any of its representations and warranties made herein or its covenants or agreements made herein or (b) neither Buyer nor Seller shall be in breach in a material respect of any of their representations and warranties made herein or their covenants or agreements made herein, then and in that event, the Escrow Deposit (and all interest and earnings thereon) shall be returned to Buyer and if Seller shall be in breach in a material respect of any of its representations and warranties made herein or its covenants or agreements made herein, then and in that event, Buyer shall have the right to seek all remedies available to it at law or equity, including the right to seek specific performance and/or monetary damages. In recognition of the unique character of the property to be sold hereunder and the damages which Buyer will suffer in the event of a breach by Seller, Seller hereby waives any defense that Buyer has any adequate remedy at law for the breach of this Agreement by Seller. In the event of such breach by Seller which results in the filing of a lawsuit by Buyer for damages, and Buyer shall prevail in such lawsuit, Buyer shall be entitled to reimbursement by the Seller of reasonable legal fees and expenses actually incurred by Buyer.

(c) If both (i) this Agreement is terminated pursuant to Section 9.1 by any party for any reason and (ii) if Buyer shall be in breach in a material respect of its representations and warranties made herein or its covenants or agreements made herein, all conditions precedent set forth in Section 7.1 have been satisfied, and Seller stands ready, willing and able to perform its obligations under this Agreement, then and in that event, Seller shall have the right to receive the Escrow Deposit (and interest and earnings thereon) as liquidated damages and as the exclusive remedy of Seller (which aggregate amount the parties agree is a reasonable estimate of the damages that will be suffered by Seller and does not constitute a penalty, the parties hereby acknowledging the inconvenience and nonfeasibility of otherwise obtaining an adequate remedy). Notwithstanding anything in this Agreement to the contrary, except for the right to receive the Escrow Deposit (and interest and earnings) in accordance with and subject to the provisions of this Agreement, Seller shall not have any right against Buyer (or any of its officers, directors, shareholders, employees, agents, representatives or Affiliates) and neither Buyer nor any of its officers, directors, shareholders, employees, partners,

agents or Affiliates shall have any liability to the Seller for any breach of this Agreement by Buyer.

Article 10.

Remedies

Section 10.1 Remedies Cumulative. Subject to the other provisions of this Agreement limiting any remedies of the parties under certain circumstances, including Section 9.2(c) hereof, prior to Closing, all rights and remedies under this Agreement are cumulative of, and not exclusive of, any rights or remedies otherwise available, and the exercise of any of such rights or remedies shall not bar the exercise of any other rights or remedies. After Closing, the parties' respective rights and remedies with respect to any material breach or default of the covenants, agreements or obligations hereunder shall be limited to those set forth in Article 11 of this Agreement.

Section 10.2 Attorneys' Fees. Subject to the other provisions of this Agreement limiting any remedies of the parties under certain circumstances, including Section 9.2(c) hereof, in the event of any Litigation between Seller and Buyer with respect to this Agreement or the transactions contemplated hereby, the party prevailing under such Litigation shall be entitled, as part of the Judgment rendered in such Litigation, to recover from the other party its reasonable attorneys' fees and costs and expenses in such litigation.

Article 11.

Indemnification

Section 11.1 Indemnification by Seller. From and after Closing, Seller shall indemnify and hold harmless Buyer, its Affiliates, and their respective members, partners, shareholders, officers and directors, employees, agents, and representatives, and any Person claiming by or through any of them, as the case may be, from and against any and all Losses arising out of or resulting from:

(a) any representations and warranties made by Seller in this Agreement or in any document, instrument or certificate delivered in connection herewith not being true and accurate in all material respects when made or when required by this Agreement to be true and accurate;

(b) any failure by Seller to perform, or to cause any Seller Subsidiary to perform, in all material respects any of its covenants, agreements, or obligations in this Agreement or in any document, instrument or certificate delivered in connection herewith;

(c) all liabilities and obligations arising out of or relating to the operation of the Systems prior to the Adjustment Time;

(d) except in each case as may expressly constitute Assumed Obligations and Liabilities pursuant to Section 2.3(d) and except in each case as provided in Section 6.9 (if and to the extent applicable), any rate refund liability to subscribers of the Systems arising out of or attributable to rates for cable service to subscribers charged by Seller or any Seller Subsidiary prior to the Adjustment Time and any losses arising out of or attributable to Seller's or any Seller Subsidiary's failure to fully and timely perform its obligations under the Social Contract which are required to be performed prior to the Adjustment Time;

(e) the Employee Obligations;

(f) Taxes for which Seller is liable under Section 3.3 hereof; and

(g) the employment by Seller or any Affiliate of Seller, or services rendered to Seller or any Affiliate of Seller by, any finder, broker, agency or other intermediary, in connection with the transactions contemplated hereby, or any allegation of any such employment or services.

Section 11.2 Indemnification by Buyer. From and after Closing, Buyer shall indemnify and hold harmless Seller, its Affiliates, and their respective shareholders, partners, officers and directors, employees, agents, and representatives, and any Person claiming by or through any of them, as the case may be, from and against any and all Losses arising out of or resulting from:

(a) any representations and warranties made by Buyer in this Agreement or in any document, instrument or certificate delivered in connection herewith not being true and accurate in all material respects when made or when required by this Agreement to be true and accurate;

(b) any failure by Buyer to perform in all material respects any of its covenants, agreements, or obligations in this Agreement or in any document, instrument or certificate delivered in connection herewith;

(c) the Assumed Obligations and Liabilities;

(d) Taxes for which Buyer is liable under Section 3.3 hereof; and

(e) the employment by Buyer or any Affiliate of Buyer, or services rendered to Buyer or any Affiliate of Buyer by, any finder, broker, agency or other intermediary, in connection with the transactions contemplated hereby, or any allegation of any such employment or services.

Section 11.3 Indemnified Third Party Claim.

(a) If any Person not a party to this Agreement shall make any demand or claim or file or threaten to file or continue any Litigation with respect to which Buyer or Seller is entitled to indemnification pursuant to Sections 11.1 or 11.2, respectively,

then within ten days after notice (the "Notice") by the party entitled to such indemnification (the "Indemnitee") to the other (the "Indemnitor") of such demand, claim or Litigation, the Indemnitor shall have the option, at its sole cost and expense, to retain counsel for the Indemnitee (which counsel shall be reasonably satisfactory to the Indemnitee), to defend any such Litigation. Thereafter, the Indemnitee shall be permitted to participate in such defense at its own expense, provided that, if the named parties to any such Litigation (including any impleaded parties) include both the Indemnitor and the Indemnitee or, if the Indemnitor proposes that the same counsel represent both the Indemnitee and the Indemnitor and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, then the Indemnitee shall have the right to retain its own counsel at the cost and expense of the Indemnitor, unless the Indemnitor shall acknowledge in writing its indemnity obligation, in which event the retention by Indemnitee of its own counsel shall be at its cost and expense. If the Indemnitor shall fail to respond within ten days after receipt of the Notice, the Indemnitee may retain counsel and conduct the defense of such Litigation as it may in its sole discretion deem proper, at the sole cost and expense of the Indemnitor.

(b) The Indemnitee shall provide reasonable assistance to the Indemnitor and provide access to its books, records and personnel as the Indemnitor reasonably requests in connection with the investigation or defense of the indemnified Losses. The Indemnitor shall promptly upon receipt of reasonable supporting documentation reimburse the Indemnitee for out-of-pocket costs and expenses incurred by the latter in providing the requested assistance.

(c) With regard to Litigation of third parties for which Buyer or Seller is entitled to indemnification under Sections 11.1 or 11.2, such indemnification shall be paid by the indemnifying party upon: (i) the entry of a Judgment against the Indemnitee and the expiration of any applicable appeal period; (ii) the entry of an unappealable Judgment or final appellate Judgment against the Indemnitee; or (iii) a settlement with the consent of the Indemnitor, which consent shall not be unreasonably withheld, provided that no such consent need be obtained if the Indemnitor fails to respond to the Notice as provided in Section 11.3(a). Notwithstanding the foregoing, provided that there is no dispute as to the applicability of indemnification, expenses of counsel to the Indemnitee shall be reimbursed on a current basis by the Indemnitor if such expenses are a liability of the Indemnitor.

Section 11.4 Determination of Indemnification Amounts and Related Matters.

(a) Seller's liability under Section 11.1(a) shall be limited to Losses exceeding $500,000 in the aggregate, and Seller's liability under Sections 11.1(b), 11.1(c), 11.1(d) and 11.1(e) shall be limited to Losses exceeding $100,000 in the aggregate (each, a "Deductible"), and Seller shall have no liability under Section 11.1 for Losses constituting the Deductible. Seller's liability under Section 11.1(a) shall be limited to Losses not exceeding $26,000,000 in the aggregate. Notwithstanding anything to the contrary in the foregoing, such limitations in this Section 11.4(a) shall

not apply to claims made by Buyer with respect to or pursuant to adjustments to the Purchase Price.

(b) In calculating amounts payable to an Indemnitee hereunder, the amount of the indemnified Losses shall be reduced by the amount of any insurance proceeds paid to the Indemnitee for such Losses.

(c) Subject to the provisions of Section 11.3, all amounts payable by the Indemnitor to the Indemnitee in respect of any Losses under Sections 11.1 or 11.2 shall be payable by the Indemnitor as incurred by the Indemnitee.

Section 11.5 Time and Manner of Certain Claims . The representations and warranties, and covenants and agreements that are to be performed on or prior to Closing, of Buyer and Seller in this Agreement shall survive Closing for a period of twelve months (the "Survival Period") except for representations, warranties and covenants relating to title, ownership and Taxes, which shall survive until the expiration of the applicable statute of limitations, and other covenants and agreements which shall survive until fully performed, and Buyer's and Seller's rights to make claims based thereon shall likewise expire and be extinguished on such dates. Neither Seller nor Buyer shall have any liability under Sections 11.1(a) or 11.2(a), respectively, unless a claim for Losses for which indemnification is sought thereunder is asserted by the party seeking indemnification by written notice to the party from whom indemnification is sought within the Survival Period.

Article 12.

Miscellaneous Provisions

Section 12.1 Expenses. Except as otherwise specifically contemplated hereunder, each of the parties shall pay its own expenses and the fees and expenses of its counsel, accountants, other experts and consultants in connection with this Agreement.

Section 12.2 Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party hereto, shall be deemed to constitute a waiver by the party taking the action of compliance with any representation, warranty, covenant or agreement contained herein or in any document delivered pursuant hereto. The waiver by any party hereto of any condition or of a breach of another provision of this Agreement shall be in writing and shall not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.

Section 12.3 Notices. All notices, requests, demands, applications, services of process, and other communications which are required to be or may be given under this

Agreement shall be in writing and shall be deemed to have been duly given if sent by facsimile transmission, answer back requested, delivered by overnight or other courier service, or mailed, certified first class mail, postage prepaid, return receipt requested, to the parties hereto at the following addresses:

To Seller:
TWI Cable Inc.
290 Harbor Drive
Stamford, CT 06902
Attn: Bonnie J. Blecha
Facsimile: (203) 328-0691

Copies:
Holland & Hart
P.O. Box 8749
555 17th Street
Suite 3200
Denver, CO 80201-8749 (Mail)
80202 (Delivery)
Attn: Davis O. O'Connor, Esq.
Facsimile: (303) 295-8261

Buyer:
Renaissance Media Holdings LLC
One Cablevision Center, Suite 100
Ferndale, NY 12734
Attn: Mr. Frederick Schulte
Facsimile: (914) 295-2601

Copies:
Dow Lohnes & Albertson PLCC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
Attn: John T. Byrnes, Esq.
Facsimile: (202) 776-2222

Morgan Stanley Capital Partners
1221 Avenue of the Americas
New York, NY 10020
Attn: Mr. Lawrence B. Sorrel
Facsimile: (212) 762-8282

Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
Attn: John W. Buttrick, Esq.
Facsimile: (212) 450-4800

or to such other address as any party shall have furnished to the other by notice given in accordance with this Section. Such notice shall be effective, (i) if sent by facsimile transmission, when answer back is received, or (ii) if mailed or sent by courier, upon the date of delivery or refusal as shown by the return receipt therefor.

Section 12.4 Entire Agreement; Amendments. This Agreement and the Schedules and Exhibits hereto embody the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect thereto. This Agreement may not be modified orally, but only by an agreement in writing signed by the party or parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

Section 12.5 Binding Effect; Benefits; Assignments. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. Neither Buyer nor Seller shall assign this Agreement or delegate any of its duties hereunder to any other Person without the prior written consent of the other, except that (a) Seller may assign this Agreement and delegate its duties hereunder to any Affiliate without the consent of Buyer, provided that such assignment shall not be permitted without the consent of Buyer if such assignment would impair, hinder or delay the consummation of the transactions contemplated hereby; and further provided that no such assignment shall relieve Seller or Guarantor, as appropriate, of liability hereunder, and (b) Buyer (1) may assign its obligations and rights under this Agreement, including the obligations in respect of the Assumed Obligations and Liabilities and the rights to receive the Bill of Sale and Assignment, Deeds, title certificates and bills of sale relating to vehicles, and other instruments of conveyance hereunder, and possession of the Assets, and the rights to indemnity, to one or more direct or indirect wholly-owned Affiliates without the consent of Seller; provided that such Affiliate or Affiliates agree(s) in writing to assume, pay, perform and discharge the Assumed Obligations and Liabilities and to otherwise be bound by the terms and conditions hereof; provided further that no such assignment shall relieve Buyer of liability hereunder prior to Closing, but such assignment shall relieve Buyer of all liabilities hereunder on and after the Closing; and provided further that Buyer may not assign its obligation to issue the LLC Interest to Seller or the right to receive a portion of the Assets from Seller in consideration of the LLC Interest, and (2) may assign and/or delegate all or any portion of its rights under this Agreement as collateral without the consent of Seller.

Section 12.6 Headings. The Section and other headings contained in this Agreement are for reference purposes only and will not affect the meaning of interpretation of this Agreement.

Section 12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Section 12.8 Publicity. Seller and Buyer shall consult with and cooperate with the other with respect to the content and timing of all press releases and other public announcements, and any oral or written statements to Seller's employees concerning this Agreement and the transactions contemplated hereby. Neither Seller nor Buyer shall make any such release, announcement, or statements without the prior written consent of the other, which shall not be unreasonably withheld or delayed; provided, however, that Seller or Buyer may at any time make any announcement required by Legal Requirements so long as such party, promptly upon learning of such requirement, notifies the other of such requirement and consults with the other in good faith with respect to the wording of such announcement.

Section 12.9 Governing Law. The validity, performance, and enforcement of this Agreement and all transaction documents, unless expressly provided to the contrary, shall be governed by the laws of the State of New York without giving effect to the principles of conflicts of law of such state. Buyer and Seller agree that the federal and state courts located in the State of New York shall have subject matter jurisdiction to entertain any action in connection with this Agreement and, by execution hereof, voluntarily submit to personal jurisdiction of such courts.

Section 12.10 Third Parties; Joint Ventures. This Agreement constitutes an agreement solely among the parties hereto, and, except as otherwise provided herein, is not intended to and will not confer any rights, remedies, obligations, or liabilities, legal or equitable, including any right of employment, on any Person (including any employee or former employee of Seller or any Seller Subsidiary) other than the parties hereto and their respective successors, or assigns, or otherwise constitute any Person, including any of Seller or any Seller Subsidiary's employees, a third party beneficiary under or by reason of this Agreement. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the parties hereto partners or participants in a joint venture.

Section 12.11 Construction. This Agreement has been negotiated by Buyer and Seller and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

Section 12.12 Risk of Loss.

(a) The risk of any loss, damage or destruction to the Assets resulting from fire, theft or any other casualty (except reasonable wear and tear) shall be borne by Seller at all times prior to the Adjustment Time. It is expressly understood and agreed that in the event of any material loss or damage to any material portion of the Assets from fire, theft or any other casualty (except reasonable wear and tear), Seller shall notify Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable, and the insurance coverage related thereto.

(b) Notwithstanding any other provision contained in this Agreement:

(i) in the event there is damage to the Assets which exceeds $3,000,000 and which is not repaired, replaced or restored prior to a date which is 90 days after the Outside Closing Date, Buyer, at its sole option upon written notice to Seller: (A) may elect to consummate the Closing and accept the Assets in their then current condition, in which event Seller shall assign or pay to Buyer all proceeds of insurance theretofore received or to be received covering the damaged Assets, and the Cash Consideration shall be reduced by an amount equal to any applicable insurance deductible or retention, or (B) terminate this Agreement, in which event Buyer and Seller shall stand fully released and discharged of and from any and all obligations hereunder, except as provided in Section 9.2.

(ii) in the event there is damage to the Assets which is less than $3,000,000, Seller shall have the right to postpone Closing for a period of up to 60 days and take steps to repair, replace or restore the damaged Assets. At the end of such 60-day period or such earlier date as the parties may agree, the parties shall, subject to satisfaction or waiver of the conditions set forth in Article 7, proceed to Closing. If the damage to the Assets has not been fully repaired, replaced or restored to the reasonable satisfaction of Buyer as of the postponed Closing Date, Seller shall (A) reimburse Buyer, promptly after receipt of invoices with supporting documentation, for all expenses reasonably incurred by Buyer after Closing in using its commercially reasonable efforts to repair, replace or restore such damaged Assets, and (B) pay Buyer an amount equal to the product of (y) the Subscriber Valuation multiplied by (z) the number of Lost Subscribers, if any. In determining whether the expenses referenced in subsection (b)(ii)(A) of this Section 12.12 were reasonably incurred, the parties shall take into account that time is of the essence in effecting such repair, replacement or restoration and shall include extraordinary items such as overtime. For purposes of this subsection, this purpose, a "Lost Subscriber" shall mean a Subscriber (C) whose cable television service is adversely affected by the damage to the Assets, (D) at whom Buyer has directed commercially reasonable marketing efforts, and (E) who is not a Subscriber as of a date which is 60 days after the date Buyer has fully repaired, restored or replaced the damaged Assets; provided that for the purpose of this Section 12.12(b)(ii)(E), subsection (i) of the definition of Individual Subscriber and subsection (iii)(a) of the definition of Subscriber Equivalent shall be amended to delete the requirement that a Subscriber must have been a subscriber for at least one full month.

[This space intentionally left blank.]

Buyer and Seller have executed this Agreement as of the date first written above.

BUYER

RENAISSANCE MEDIA HOLDINGS LLC,
a Delaware limited liability company

By: Morgan Stanley Capital Partners III, L.P., Member

By: MSCP III, L.P., its general partner

By: Morgan Stanley Capital Partners III, Inc., a general partner

By: /s/ Lawrence B. Sorrel

Name: Lawrence B. Sorrel
Title: Managing Director

By: /s/ Michael M. Janson

Name: Michael Janson
Title: Managing Director

SELLER

TWI CABLE INC., A DELAWARE CORPORATION

BY: /s/ David E. O'Hayre

NAME: David E. O'Hayre
TITLE: President

LIST OF SCHEDULES AND EXHIBITS

PROGRAM MANAGEMENT AGREEMENT

This Program Management Agreement is entered into effective as of April 9, 1998 (the "Effective Date"), by and between Renaissance Media LLC, a Delaware limited liability company ("Renaissance"), and Time Warner Cable, a division of Time Warner Entertainment Company, L.P., a Delaware limited partnership ("TWC").

Recitals

A. Effective as of the Effective Date, and pursuant to the terms of an Asset Purchase Agreement (the "Purchase Agreement") dated November 14, 1997, by and between Renaissance Media Holdings LLC ("Renaissance Holdings"), an Affiliate of Renaissance, and TWI Cable Inc. ("TWIC"), as amended from time to time, Renaissance is acquiring majority ownership in certain cable television systems specified in the Purchase Agreement (the "Systems"). This Agreement is being entered into by the parties pursuant to Section 6.16 of the Purchase Agreement.

B. Renaissance desires to retain TWC, on the terms and conditions stated in this Agreement, to provide programming management services for the Systems. TWC desires to accept such appointment and to provide such services on such terms and conditions.

C. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Agreements

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TWC and Renaissance agree as follows:

1. TWC as Programming Manager. Renaissance hereby retains and appoints TWC, and TWC hereby consents and undertakes to act, as Programming Manager for the Systems in accordance with the terms of this Agreement. TWC shall have full and complete control and discretion with respect to all audio and video programming for the Systems, and is hereby authorized and empowered to take any and all actions as TWC in its discretion shall deem necessary to perform its duties and obligations as Programming Manager for the Systems. Renaissance shall obtain from TWC and TWC shall provide to Renaissance all Qualified Program Services (as defined in Section 4.1 below) carried on the Systems.

2. Term.

2.1 The term of this Agreement shall commence on the Effective Date and shall continue until:

(a) the first date on which none of TWIC or any of its Affiliates holds any equity interest in Renaissance Holdings;

(b) the effective date of a sale, exchange or other transfer or disposition of all or substantially all of the Systems by Renaissance;

(c) terminated by the mutual written agreement of TWC and Renaissance;

(d) terminated by the written election of Renaissance in accordance with Section 2.2 below;

(e) terminated by the written election of TWC in accordance with Section 2.3 below or as otherwise provided herein; or

(f) the occurrence of any event which makes this Agreement or the performance by either party hereunder unlawful, including without limitation, but subject to Section 3.3 below, violation of any franchise agreement applicable to a System.

Except as otherwise provided herein, upon termination of this Agreement neither party shall have any further liability or obligation to the other hereunder.

2.2 Termination By Renaissance. Renaissance may terminate this Agreement at any time in its sole discretion upon not less than 120 days prior written notice to TWC; provided, however, that on or before the effective date of any such termination Renaissance shall pay to TWC an amount (the "Termination Payment") equal to the sum of all amounts payable by TWC to any Program Service provider as a result of such termination by Renaissance, including without limitation repayment of any portion of any upfront monies received from Program Service providers with respect to the Systems that TWC must repay to such providers as a result of such termination by Renaissance. The previous sentence notwithstanding, within 60 days after its receipt of Renaissance's written notice of termination, TWC shall deliver to Renaissance written notice of TWC's good faith estimate of the total amount of the Termination Payment that will be payable by Renaissance as the result of such termination. Within 15 days after its receipt of TWC's notice of the estimated amount of the applicable Termination Payment Renaissance, in its sole discretion, may elect by written notice to TWC which is received by TWC during such 15 day period, to revoke its decision to terminate this Agreement, in which case such termination shall not become effective and Renaissance shall not be required to pay the applicable Termination Payment.

2.3 Termination by TWC. If TWC determines in good faith that any curative action taken or to be taken by Renaissance pursuant to Section 3.2 below does not or will not fully cure the breach or violation at issue under the applicable contract or arrangement, then TWC in its sole discretion may terminate this Agreement upon not less than 30 days prior written notice to Renaissance; provided, however, that if TWC in its sole discretion determines that there is no resulting detriment to TWC, then TWC may extend the effective date of the termination beyond 30 days.

3. Management.

3.1 Management Services.

(a) TWC shall render all services and take all actions necessary for the management of programming for the Systems in the ordinary course of their day-to-day operation, and shall have and exercise full and complete control with respect to all programming for the Systems in the ordinary course of their day-to-day operation. Without limiting the generality of the foregoing TWC, in its sole discretion, shall:

(i) organize and from time to time reorganize, augment, modify, or change channel line-ups on the Systems, including the addition and/or deletion of Program Services;

(ii) organize and from time to time reorganize or otherwise modify the channel positions of Program Services (as hereinafter defined) carried by the Systems; and

(iii) program and air cross-channel promotions (provided that the number and types of such promotions shall be similar to those distributed on other similarly situated systems owned and managed by TWC or its affiliates);

provided, however, that in taking any of the foregoing actions TWC shall give due consideration to community viewing habits, channel capacity considerations, franchise requirements and reasonable requests or proposals of Renaissance.

(b) TWC shall pay to all providers of Qualified Program Services (as defined below) for the Systems all fees and charges payable for the Systems' carriage of such Program Services.

3.2 Certain Restrictions. Renaissance acknowledges that the terms of programming contracts and other arrangements between TWC and Program Service providers place certain restrictions on the content or combination of Program Services, advertising and programming rates that TWC may in turn provide to the Systems. TWC shall have no obligation to take or permit any action in its performance of its duties hereunder which might result in a breach or violation under the terms of any such contract or arrangement. Upon receipt by Renaissance of notice of any circumstances which might result in such a breach or violation, Renaissance shall take such commercially reasonable actions as shall be necessary to avoid any such breach or violation. If in the good faith judgment of TWC any such action taken or to be taken by Renaissance does not or will not fully cure the breach or violation at issue under such contract or arrangement, then TWC may terminate this Agreement in accordance with Section 2.3 above.

3.3 Franchise or Legal Requirements. If, at any time during the term of this Agreement, Renaissance delivers to TWC a written legal opinion from counsel with recognized expertise in programming matters affecting the cable television industry (a "Required Action Opinion") stating that an action, which is otherwise under TWC's control pursuant to this Agreement, is required to be taken in order to comply with a valid requirement imposed by a franchise authority for any System or to comply with any statute, regulation or other legal requirement applicable to any System, then TWC, in its sole discretion shall, subject to Section 3.2 above, elect to take one of the following actions:

(a) take the required action or cause it to be taken in accordance with this Agreement; or

(b) appoint Renaissance as TWC's agent with authority to take such action or cause it to be taken in accordance with this Agreement.

Renaissance shall keep TWC informed on a current basis regarding all material programming related issues which may arise with franchise or other governmental authorities relating to the Systems or the programming provided by TWC under this Agreement, whether in the context of franchise renewal negotiations or otherwise. Renaissance shall not take or omit to take any actions inconsistent with any position with respect to such programming related issues as TWC shall have previously communicated to Renaissance. In addition, except with the prior written consent of TWC, Renaissance shall not:

(X) initiate or take any action seeking, or

(Y) except in response to an unsolicited request from the applicable franchise or other governmental authority, initiate or take any action which Renaissance knows or reasonably should know is likely to result in, the imposition by a franchise or other governmental authority of any requirement to modify the channel line-up of any System, or to carry or not carry, as the case may be, any particular Program Service on any System.

3.4 Exhibit A. The Systems to which this Agreement applies are listed on Exhibit A attached hereto. Exhibit A may be amended at any time by the mutual written agreement of Renaissance and TWC; provided, however, that neither Renaissance nor TWC shall unreasonably withhold its consent with respect to an amendment to Exhibit A proposed by the other for the addition to Exhibit A of additional systems which are wholly owned, directly or indirectly, by Renaissance Holdings.

4. Compensation to TWC.

4.1 Programming Amount; Certain Definitions. TWC shall deliver to Renaissance, on or before the last day of each month, a notice (a "Programming Amount Notice") certifying the Programming Amount for the immediately preceding month. Renaissance shall pay to TWC, on or before the tenth business day after its receipt of such Notice, the Programming Amount set forth therein. Each Programming Amount Notice also shall include the appropriate economic benefit and/or detriment to TWC, if any, of applicable marketing support, advertising support, credits, rebates and other incentives provided by Program Service providers with respect to the Systems.

(a) "Programming Amount" means, for any month, an amount equal to the sum of (i) the aggregate of the Qualified Single Program Amounts for each and every Qualified Program Service carried by the Systems during such month, plus (ii) the Programming Fee (as defined in Section 4.2 below).

(b) "Qualified Program Service" means a Program Service that TWC shall determine in good faith it can provide to the Systems at the Qualified Single Program Amount without breaching or violating its agreement with the provider of such Program Service. "Program Service" means any network or satellite-delivered or broadcast-originated service (including broadcast services made available pursuant to appropriate retransmission consent agreements) or individual program event or regional sports or news service, excluding, however, all Local Programming. "Local Programming" means programming which is of primarily local (as opposed to regional or national) interest, including local broadcast services other than local broadcast services which are the subject of retransmission consent agreements with TWC or its controlled Affiliates.

(c) Subject to Section 4.1(d) below, "Qualified Single Program Amount" means for any Qualified Program Service carried by the Systems during any month that is billed by the Program Service provider (including without limitation Program Service providers which are Affiliates of TWC):

(i) on a per-subscriber basis, an amount equal to the fees and charges actually due to the Program Service provider from TWC for the carriage of such Program Service during such month by the Systems; or

(ii) on a basis other than per-subscriber, an amount equal to the equivalent per-subscriber cost due to the Program Service provider from TWC for the carriage of such Program Service during such month by the Systems.

(d) The Qualified Single Program Amount for any Qualified Program Service provided by TWC to Renaissance shall be no greater than the net effective rate per subscriber that TWC offers to other similarly situated cable television

systems owned and managed by TWC or its Affiliates that launch such Program Service at the same time as such Program Service is launched by Renaissance. In addition, with respect to any System listed on Exhibit A on the Effective Date only, which System was acquired by Renaissance from an Affiliate of TWC, if a Qualified Program Service was previously launched on such System by a TWC Affiliate, then the Qualified Single Program Amount for such Qualified Program Service as provided by TWC to Renaissance hereunder shall be no greater than the net effective rate per subscriber that TWC would have charged to such System if TWC had not conveyed an ownership interest in such System to Renaissance.

(e) Except as set forth in Sections 4.1(c) and 4.1(d) above, TWC shall have no obligation to provide any individual Program Service at any particular rate or subject to any particular discount.

(f) TWC agrees to submit a request to each provider of a Program Service which TWC determines is not a Qualified Program Service (a "Non-Qualified Program Service") that such provider allow TWC to treat the applicable Non-Qualified Program Service as a Qualified Program Service. In addition, TWC shall use its commercially reasonable efforts to negotiate favorable rates and terms for all Non-Qualified Program Services. All fees and charges for Non-Qualified Program Services shall, except as otherwise agreed in writing by TWC, be negotiated by TWC on behalf of Renaissance. Renaissance shall pay all such fees and charges to TWC or, if so requested by TWC, to the applicable Program Service provider on a monthly basis on the same dates as it pays the Programming Amount to TWC.

4.2 Programming Fee. The programming fee ("Programming Fee") shall be an amount equal to the product of (i) of the sum of (X) the aggregate of the Qualified Single Program Amounts for each and every Qualified Program Service carried by the Systems during such month, plus (Y) the aggregate of all fees and charges payable for each and every Non-Qualified Program Service carried by the Systems during such month, multiplied by (ii) 0.5%.

4.3 Pro-ration of Qualified Single Program Amount. If the Systems shall discontinue carriage of any continuing Qualified Program Service on any day other than the last day of a month, or shall commence carriage of any continuing Qualified Program Service on any day other than the first day of a month then, to the extent permitted by the agreement with the provider of such Program Service, the Qualified Single Program Amount for the month in which the Systems' carriage of such continuing Qualified Program Service is either discontinued or commenced shall be adjusted and prorated to reflect the actual number of days during such month that such continuing Qualified Program Service is carried by the Systems.

4.4 Late Fees; Termination Rights.

(a) Other remedies for non-payment notwithstanding, if any amounts payable by Renaissance to TWC pursuant to this Agreement are not received on or before the tenth day after such amount was due, then a late payment charge equal to 1.5% per month of such past due amount, cumulative (or if such amount exceeds the maximum permitted under any applicable law, such maximum amount), shall become due and payable in addition to such amounts owed under this Agreement until all amounts due are paid in full.

(b) In addition, if any amounts payable by or reports due from Renaissance to TWC pursuant to this Agreement are more than 14 days past due then, upon not less than ten days prior written notice to Renaissance, TWC in its sole discretion may suspend or terminate this Agreement unless such amount (including all applicable interest) is paid in full or such report is provided within such ten day period.

5. Confidentiality.

5.1 Renaissance acknowledges that contracts and other arrangements between TWC and Program Service providers limit TWC's disclosure to third parties of the rates, terms and conditions applicable to the corresponding Program Services. Except as otherwise provided in a written Confidentiality Agreement entered into by Renaissance and TWC, TWC shall have no obligation to disclose any such information to Renaissance. Any information disclosed by TWC pursuant to such a separate written Confidentiality Agreement shall be governed by such separate agreement and not this Agreement.

5.2 Renaissance shall keep confidential the terms of this Agreement and any and all information relating to any Programming Amount or any Qualified Single Program Amount; provided, however, that Renaissance may disclose:

(a) the terms of this Agreement and an annualized aggregate Programming Amount (the "Affiliate Disclosable Terms"), but not any information relating to any monthly Programming Amounts or Qualified Single Program Amounts, to its or Renaissance Holdings' Affiliates, directors, board members, officers, employees, agents, representatives, consultants, advisors, current lenders providing long term financing (excluding capitalized leasing), or current investors (excluding investors whose interest develops out of a public offering or whose interest is less than $400,000) who reasonably need to know such information for a legitimate business purpose; and

(b) information relating to monthly Programming Amounts (the "Auditor Disclosable Terms") but not any Qualified Single Program Amounts, to its independent auditors if expressly so requested by such auditors; and

further, provided that the Affiliate Disclosable Terms and the Auditor Disclosable Terms are hereinafter collectively referred to as the "Disclosable Terms," and in each

case prior to the disclosure of any Disclosable Terms to any such party Renaissance shall obtain the recipient's agreement to keep such Disclosable Terms confidential. Renaissance shall be liable to TWC for any damages that may arise if any such party fails to keep any Disclosable Terms confidential. In addition, Renaissance may disclose an annualized aggregate Programming Amount, but not the terms of this Agreement nor any information relating to any monthly Programming Amounts or Qualified Single Program Amounts, to its or Renaissance Holdings' potential lenders who may be providing long term financing (excluding capitalized leasing), or potential investors (excluding investors whose interest would develop out of a public offering or whose interest would be less than $400,000); provided, however, that prior to any such disclosure Renaissance
shall use its reasonable best efforts to obtain such party's written agreement to keep such information confidential and in any event shall instruct such party to keep such information confidential. Renaissance also shall be liable to TWC for any damages that may arise if any such lender or investor fails to keep any such information confidential. If Renaissance is legally compelled or advised by counsel that it is legally required to disclose any information required to be kept confidential pursuant to this Agreement, then it shall provide TWC with prompt notice of such requirement or advice prior to disclosure so that TWC may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or TWC waives compliance with the provisions hereof, then Renaissance shall furnish only that portion of the information at issue which it is legally compelled to so furnish and, in consultation with TWC, Renaissance shall use its reasonable best efforts to obtain assurance that confidential treatment will be accorded to such information. Within 10 days after delivery by TWC to Renaissance of appropriate supporting documentation, Renaissance shall reimburse TWC for all reasonable fees and expenses incurred by TWC in connection with such protective order request and/or the proposed disclosure of such information.

5.3 Upon reasonable written request by Renaissance, but no more than once in any calendar year, TWC shall cause its independent auditors to certify in writing to Renaissance that the rates charged by TWC to Renaissance for Program Services are in compliance with this Agreement. Within 10 days after delivery by TWC to Renaissance of appropriate supporting documentation, Renaissance shall reimburse TWC for all reasonable fees and expenses incurred by TWC in connection with such audit.

5.4 Renaissance agrees that any breach of the confidentiality obligations set forth in this Article 5 would result in immediate and irreparable harm to TWC for which money damage would not be a sufficient remedy. As a remedy for any such breach or unauthorized disclosure TWC shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity. In addition, upon any breach by Renaissance of its obligations under this Article 5 or the improper disclosure by any

person of information obtained through Renaissance which is required to be held confidential hereunder, TWC in its sole discretion may suspend or terminate this Agreement upon not less than ten days prior written notice to Renaissance.

6. Subscriber Billing Information. Renaissance shall, on or before the month-end close of each month during the term of this Agreement (as determined by TWC and provided to Renaissance by TWC in writing), deliver to TWC in a mutually agreed upon format, the appropriate subscriber and necessary billing related information relating to the Systems' operation for the immediately preceding month; provided, however, that if the format in which such information is delivered by Renaissance to TWC is not an electronic format which includes upload capacity, then Renaissance shall pay all of TWC's reasonable costs and expenses incurred in connection with the input of such information into TWC's computer and/or billing systems. Renaissance promptly shall bill all subscribers to the Systems in a manner reasonably satisfactory to TWC.

7. Liability.

7.1 Liability of TWC. Renaissance indemnifies and holds TWC harmless from and against, and shall pay and reimburse TWC for, any and all damage, loss, liability, cost and expense of TWC (including reasonable attorneys' fees) arising or resulting from (a) any material breach by Renaissance of the terms of this Agreement, or (b) TWC's services pursuant to this Agreement (excluding those set forth in Section 7.2 below), including without limitation TWC's having charged Renaissance programming fees which are less than the amounts charged to TWC by any Program Service provider with respect to any Program Service carried on the Systems; provided, however, that TWC shall notify Renaissance in writing as soon as practicable if it receives notice from a Program Service provider of any such undercharge with respect to the Systems. This indemnification and release shall survive the termination of this Agreement.

7.2 Liability of Renaissance. TWC indemnifies and holds Renaissance harmless from and against, and shall pay and reimburse Renaissance for, any and all damages, loss, liability, cost, or expense of Renaissance (including reasonable attorneys' fees) arising or resulting from (a) any material breach by TWC of the terms of this Agreement, (b) TWC's gross negligence or willful misconduct, (c) TWC's having charged Renaissance programming fees in excess of the amount specified in Article 4, or (d) claims of third parties arising from programming content created by TWC which TWC has required Renaissance to distribute on the Systems pursuant to this Agreement. The parties acknowledge and agree that the indemnification provided for in clause (d) of the previous sentence shall not apply to any programming content provided by Program Service providers which are Affiliates of TWC. In addition, in connection with any third party claims against Renaissance arising out of the content of the Program Services, TWC shall make available to Renaissance any applicable indemnifications available to TWC pursuant to the applicable contract with the relevant Program Service

provider. This indemnification and release shall survive the termination of this Agreement.

8. Miscellaneous.

8.1 Other Activities of TWC and Renaissance. Renaissance and TWC each acknowledge that the other is or may become engaged directly or through Affiliates and other entities in various other cable television businesses. Nothing herein shall be construed to prevent the continued involvement of either TWC or Renaissance or any of their partners or respective subsidiaries or Affiliates in other cable television businesses, whether such involvement now exists or occurs in the future.

8.2 TWC as Independent Contractor. TWC, in performance of its obligations under this Agreement, is operating as an independent contractor, and not as an employee of or agent for Renaissance. Nothing contained in this Agreement shall be construed to create a joint venture, partnership or other such relationship between TWC and Renaissance.

8.3 Cooperation. Each party shall cooperate in good faith with the other in connection with the administration of this Agreement, including without limitation keeping the other informed on a current basis regarding material matters and responding in a reasonably prompt fashion to requests or proposals received from the other.

8.4 Notices. All notices, requests, demands, applications, services of process, and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by telecopy or facsimile transmission (with telephonic confirmation with the recipient), delivered by messenger or overnight courier, or mailed, certified first class mail, postage prepaid, return receipt requested, to the parties hereto at the following addresses:

Renaissance:
Renaissance Media LLC
One Cablevision Center, Suite 100
Ferndale, NY 12734
Attn: Mr. Frederick Schulte
Facsimile: (914)295-2601

With copies to:
Dow Lohnes & Albertson
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
Attn: John T. Byrnes, Esq.
Facsimile: (202) 776-2222

Mr. Michael Egan
Renaissance Media LLC
One Cablevision Center
Ferndale, New York 12734
Facsimile: (914)295-2601

Morgan Stanley Capital Partners
1221 Avenue of the Americas
New York, NY 10020
Attn: Mr. Lawrence B. Sorrel
Facsimile: (212)762-8282

Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
Attn: John W. Buttrick, Esq.
Facsimile: (212)450-4800

TWC: Time Warner Cable
290 Harbor Drive
Stamford, Connecticut 06902-6732
Attn: Dave O'Hayre
Telecopy: (203) 328-0691

With copies to: Time Warner Cable
290 Harbor Drive
Stamford, Connecticut 06902-6732
Attn: General Counsel
Telecopy: (203) 328-4840

Holland & Hart
P.O. Box 8749
555 17th Street
Suite 3200
Denver, Colorado 80201-8749 (Mail)
80202 (Delivery)
Attn: Davis O'Connor
Telecopy: (303) 295-8261

or to such other address as any party shall have furnished to the other by notice given in accordance with this Section. Such notice shall be effective (a) if delivered by messenger or by overnight courier, upon actual receipt, (b) if sent by telecopy or facsimile transmission, upon telephonic confirmation of receipt with recipient, or (c) if

mailed, upon the earlier of three days after deposit in the mail and the date of delivery as shown by the return receipt therefor.

8.5 Assignment. Renaissance shall not assign this Agreement without the prior written consent of TWC. TWC shall not assign this Agreement without the prior written consent of Renaissance, except to any Time Warner Company or any Affiliate in which case the consent of Renaissance shall not be required. Any permitted transferee shall assume the transferor's obligations and succeed to all of the transferor's rights hereunder.

8.6 Integration. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and may not be altered or amended except by an agreement in writing executed by both parties hereto.

8.7 Waiver. No waiver of any provision of or right under this Agreement shall be effective unless in writing and executed by the waiving party, and any such written waiver shall be effective only with respect to the matter so waived and not as to any other or subsequent matter. All rights and remedies of any party under this Agreement are cumulative of, and not exclusive of, any rights or remedies otherwise available, and the exercise of any of such rights or remedies shall not bar the exercise of any other rights or remedies.

8.8 No Third Party Beneficiaries: Except as otherwise expressly provided herein, the parties intend and agree that no person or entity shall be a third party beneficiary of this Agreement. Any agreement to take any action or to pay any amount, express or implied, contained in this Agreement, shall be only for the benefit of Renaissance and TWC and their respective permitted successors and assigns, and such agreements shall not inure to the benefit of any other person or entity.

8.9 Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to the principles of conflicts of laws. TWC and Renaissance agree that the federal and state courts located in the State of New York shall have non-exclusive subject matter jurisdiction over any action in connection with this Agreement and, by execution hereof, voluntarily submit to personal jurisdiction of such courts.

TWC and Renaissance have executed this Agreement effective as of the Effective Date.

TWC: TIME WARNER CABLE, a Division of Time Warner Entertainment Company, L.P., a Delaware limited partnership

By: /s/ DAVID E. O'HAYRE

Name: David E. O'Hayre
Title: Senior Vice President, Investments

RENAISSANCE: RENAISSANCE MEDIA LLC

By: /s/ FREDRICK SCHULTE

Name: Fredrick Schulte
Title: Chief Executive Officer

EXHIBIT A

The Systems

Lafourche, Louisiana
St. Landry, Louisiana
St. Tammany, Louisiana
Pointe Coupee, Louisiana
Picayune, Mississippi
Jackson, Tennessee

Exhibit 10.4

[LOGO OF CSG SYSTEMS, INC. APPEARS HERE]

April 3, 1998

Mr. Mark Halpin
Executive Vice President and CFO
Renaissance Media
Cablevision Center
Suite 100
Ferndale, NY 12734

Dear Mark:

I am enclosing a copy of the executed agreement between our companies. There is an issue with the contracts you sent. One had a change for adding your corporate office telecommunications line at no charge; the other didn't. The one which is executed is the one which did not have the change.

As you will recall, we agreed to add all system sites' primary locations to receive the telecom line at no charge - including Jackson, TN (which currently pays for their line): this did not include your corporate office. In fact, Todd Fielding of CSG provided Darlene Fedun with pricing for a separate phone line and installation charges. It was then decided for you to use the TW Liberty division communications line - with Renaissance paying only a minimal amount to separate the ports off the existing controller and for you to work out a deal with Liberty division regarding the phone line. I'm not even privy to the deal you worked out with them!

I've also enclosed a clean copy of the contract for you to sign again and send back to me, should you want a fully executed original copy.

Mark, this is a good deal for both our companies and I appreciate working with you and the people in Liberty again. Should you have any questions, please call me.

Sincerely,

David Wyllie
National Sales Manager

DRW:aa
Enclosures

CSG MASTER SUBSCRIBER MANAGEMENT SYSTEM AGREEMENT

This CSG MASTER SUBSCRIBER MANAGEMENT SYSTEM AGREEMENT (the "Master Agreement") is entered into as of this 28 day of March, 1998, between CSG Systems, Inc., a Delaware corporation with offices at 7887 E. Belleview Avenue, Suite 1000, Englewood, Colorado 80111 ("CSG"), and Renaissance Media LLC, a Delaware corporation with offices at Cablevision Center, Suite 100, Ferndale, NY 12734, (the "Customer"). CSG and Customer agree as follows:

Subject to the terms and conditions of this Master Agreement, Customer hereby agrees to purchase and/or license from CSG its subscriber management system solution utilizing the CSG services and products which are identified, provided and/or licensed as set forth in the attached Schedules which are hereby incorporated into and made a part of this Master Agreement by this reference, including, but not necessarily limited to:

- Schedule A - CSG's CCS system for subscriber video billing management (the "CCS Services").
- Schedule B - CSG technical and consulting services (the "Technical Services").
- Schedule C - CSG's CSG Vantage (the "CCS Product").
- Schedule G - CSG's Print and Mail services (the "Print and Mail Services").

The CCS Services, the Technical Services, the Print and Mail Services, and any other CSG service subsequently provided in an executed Schedule attached to this Master Agreement are collectively referred to in this Master Agreement as the "Services". CSG's CSG Vantage(T)(M), and any other CSG product subsequently licensed to Customer in an executed Schedule attached to this Master Agreement are collectively referred to in this Master Agreement as the "Products".

GENERAL TERMS AND CONDITIONS

1. FEES AND EXPENSES. The Products and Services will be provided for the fees set forth on Schedule F. Customer shall also reimburse CSG for reasonable out-of-pocket expenses, including travel and travel-related expenses that are consistent with CSG's standard travel reimbursement policies, incurred by CSG in connection with CSG's performance of its obligations under this Master Agreement.

2. INVOICES. Unless otherwise provided herein, Customer shall pay amounts due hereunder within thirty (30) days after receipt of invoice therefor. Any amount not paid when due shall thereafter bear interest until paid at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate allowed by applicable law.

3. TAXES. All amounts payable by Customer to CSG under this Master Agreement do not include any applicable use, sales, property or other taxes that may be assessable in connection with this Agreement. Customer will pay any taxes in addition to the amount due and payable. If Customer pays any such tax directly to the appropriate taxing authority, then Customer agrees to furnish CSG with the official receipt of such payment. Customer shall not, however, be liable for any taxes based on the net income of CSG.

4. ADJUSTMENT TO FEES. CSG shall not adjust any of the fees specified in Schedule F or otherwise specified in Schedules hereto prior to January 1, 1999. Thereafter, upon sixty (60) days prior written notice, CSG may increase such fees annually by an amount equal to the greater of three percent (3%) or 100 percent of the percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, during the prior calendar year as published by the U.S. Department of Labor or any successor index, but in no event will CSG increase such fees annually by an amount greater than six percent (6%).

5. SHIPMENT. CSG will ship the Products, any Incorporated Third Party Software, and any other third party software from its distribution center, subject to delays beyond CSG's control. CSG will select the method of shipment via tape or by electronic file transfer for Customer's account. The license granted to the Products as set forth in the Schedule(s) commences upon CSG's delivery of the Products to the carrier for shipment to Customer. Upon timely notice by Customer to CSG, CSG will promptly replace, at CSG's expenses, any Products that are lost or damaged while in route to Customer.

6. EQUIPMENT PURCHASE. Customer is fully responsible for obtaining and installing all computer hardware, software, peripherals and necessary communications facilities, including, but not limited to printers, servers, power supply, workstations, printers, concentrators, communications equipment, and routers (the "Required Equipment") that are necessary at Customer's place of business in order for Customer to utilize the Services and the Products as defined in this Master Agreement. Customer shall bear responsibility for the Required Equipment, including, but not limited to, the costs of procuring, installing, operating and maintaining such Required Equipment. At Customer's request and subject to the terms and conditions of Schedule B, CSG will consult with, assist and advise Customer regarding Customer's discharge of its responsibilities with respect to the Required Equipment, and CSG will obtain for Customer any Required Equipment at CSG's then-current prices and on terms and conditions set forth in a separately executed purchase agreement.

7. PRODUCTS WARRANTIES AND REMEDIES.

(a). Limited Warranty. Except as provided in Section 8 and 9, CSG warrants that (i) the Products will conform to CSG's published specifications in effect on the date of delivery and (ii) the Products will perform in a certified "Designated Environment" (as defined in the applicable Schedules, attached hereto) substantially as described in the accompanying Documentation for a period of ninety (90) days after the date of delivery (the "Warranty Period"). Additionally, CSG warrants that (i) when delivered to Customer, the Software will be free from any viruses, disabling programming codes, or other instructions that will interfere with or adversely affect Customer's permitted use of the Software or that may be used to access, modify, delete, damage or disable Customer's computer systems and (ii) that the Documentation for the Products shall be sufficient to permit Customer to operate the Products. Notwithstanding the foregoing, if the Customer modifies VantagePoint by altering any of the source code provided by CSG, this limited warranty will be void as it relates to VantagePoint. Except as set forth in Schedule H, CSG provides all third party software, including the "Incorporated Third Party Software" (as defined below in Section 8), AS IS. Customer acknowledges that (i) the Products and the Incorporated Third Party Software may not satisfy all of Customer's requirements and (ii) the use of the Products and the Incorporated Third Party Software may not be uninterrupted or error-free. Customer further acknowledges that (i) the fees set forth in Schedule F and other charges contemplated under this Master Agreement are based on the limited warranty, disclaimers and limitation of liability specified in this Section and Sections 8,9,13,14 and 15 and (ii) such charges would be substantially higher if any of these provisions were unenforceable.

(b) Remedies. In case of breach of warranty or any other duty related to the quality of the Products, CSG or its representative will correct or replace any defective Product or, if not practicable, CSG will accept the return of the defective Product and refund to Customer (i) the amount actually paid to CSG allocable to the defective Product, and (ii) a pro rata share of the maintenance fees that Customer actually paid to CSG for the period that such Product was not usable. Any such replaced Product shall provide functionally equivalent performance as was intended to be provided by the Product which it replaces. Any such corrected or replaced Product shall be warranted for the remainder of the Warranty Period or for thirty (30) days, whichever is longer. Customer acknowledges that this Subsection 7(b) sets forth Customer's exclusive remedy, and CSG's exclusive liability, for any breach of warranty or other duty related to the quality of the Products. THE REMEDIES SET FORTH IN THIS PARAGRAPH ARE SUBJECT TO THE "LIMITATION OF REMEDIES" SET FORTH BELOW IN SECTION 14.

8. INCORPORATED THIRD PARTY SOFTWARE OR THIRD PARTY RIGHTS. Customer acknowledges that the Products incorporate certain third party computer programs and documentation (the "Incorporated Third Party Software") and/or the Products are licensed and the Services are offered under certain third party patent, copyright or other rights (the "Third Party Rights"), which are subject to the additional or alternative terms and conditions set forth in Schedule H, as applicable (the "Incorporated Licenses"). In case of any conflict between this Master Agreement and the Incorporated Licenses, the terms of the Incorporated Licenses will prevail with respect to the Incorporated Third Party Software or the Third Party Right. The fees, if any, for the Incorporated Third Party Software that may be due in connection with this Master Agreement are set forth in Schedule F. CSG will be responsible for paying any fees for the Third Party Rights that may be due in connection with this Master Agreement. Customer will execute the additional documents that such vendors may require to enable CSG to deliver the Incorporated Third Party Software to Customer. Except as otherwise provided in Schedule H, CSG makes no warranty and provides no indemnity with respect to the Incorporated Third Party Software or the Third Party Rights.

9. OTHER THIRD PARTY SOFTWARE. Customer acknowledges that CSG will deliver the System together with certain third party software than Incorporated Third Party Software, and that Customer's rights and obligations with respect to such other third party software are subject to the license terms accompanying the specific item of third party software. CSG is not a party to any license between Customer and any licensor of such third party software, and CSG

makes no warranty and provides no indemnity with respect thereto. The fees, if any, for the other third party software that may be due in connection with this Master Agreement are set forth in Schedule F
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10. REPORTING. On a quarterly basis, within thirty (30) days of the end of every calendar quarter, Customer shall provide CSG with a quarterly report setting forth the then current number of subscribers processed by Customer and the number of concurrent users of the Products and any Incorporated Third Party Software by setting forth the number of workstations/seats utilizing each of the Products and any Incorporated Third Party Software.

11. INDEMNITY.

(a) Indemnity. Except as provided in Schedule H, if an action is brought
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against Customer claiming that the Products infringe a United States patent, copyright, trademark secret or other proprietary right owned by a third person, CSG will defend Customer at CSG's expense and pay the damages and costs finally awarded against Customer in the infringement action, but only if (i) Customer notifies CSG promptly upon learning that the claim might be asserted, (ii) CSG has sole control over the defense of the claim and any negotiation for its settlement of compromise and (iii) Customer takes no action that, in CSG's judgement, is contrary to CSG's interest.

(b) Alternative Remedy. If a claim described in Section 11(a) may be or has
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been asserted, Customer will permit CSG, at CSG's option and expense, to (i) procure the right to continue using the Product, (ii) replace or modify the Product to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Product and refund to Customer the amount of the fees actually paid to CSG and allocable for such Product, less amortization based on a 5-year straight-line amortization schedule and a pro rata share of any maintenance fees that Customer actually paid to CSG for the period that such Product was not usable.

(c) Limitation. CSG shall have no indemnity obligation to Customer under this
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Section if the infringement claim results from (i) a correction or modification of the Product not provided by CSG, (ii) the failure to promptly install an Update or Enhancement provided by CSG (as defined in the applicable Schedules,
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attached hereto) or (iii) the combination of the Product with other items not provided by CSG.

12. PAY-PER-VIEW LIABILITY. Notwithstanding anything to the contrary herein, CSG's total liability with respect to each pay-per-view event for any and all claims, damages, losses or expenses incurred by Customer arising directly or indirectly out of CSG's processing of pay-per-view information shall be limited to the amount of fees actually received by CSG from Customer applicable to such pay-per-view processing services related to the specific event giving rise to such liability.

13. EXCLUSION OF CERTAIN WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS MASTER AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCTS, THE INCORPORATED THIRD PARTY SOFTWARE, OTHER THIRD PARTY SOFTWARE, AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CSG, ITS AGENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS AND SERVICES BEING PROVIDED ARE NOT WARRANTED TO BE ERROR-FREE.

14. NO CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY, UNDER NO CIRCUMSTANCES WILL CSG OR ITS RELATED PERSONS BE LIABLE TO CUSTOMER OR CSG'S LICENSORS AND VENDORS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CUSTOMER'S CLAIMS OR THOSE OF ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS, THE INCORPORATED THIRD PARTY SOFTWARE, OR OTHER THIRD PARTY SOFTWARE, RESULTING REPORTS, THEIR ACCURACY OR THEIR INTERPRETATION, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH CSG, ITS LICENSORS OR ITS VENDORS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER ALLOCABLE TO THE SPECIFIC ITEM OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE. DESPITE THE FOREGOING EXCLUSION AND LIMITATION, THE SECTION WILL NOT APPLY TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY.

15. TERM. This Master Agreement shall be effective on the date of execution and acceptance by CSG (the "Effective Date"). Unless terminated pursuant to Section 16, this Master Agreement shall continue for a period of six (6) years from the Effective Date (the "Initial Term") and shall automatically be extended for additional one-year terms (the "Additional Terms") unless either party gives the other party at least six (6) months prior written notice of such party's intent not to extend, but in any case the term of this Master Agreement shall extend for the term of any license granted under an executed Schedule hereto; provided, however, that, such extension shall relate solely to those provisions of the Master Agreement that survive pursuant to Section 20 hereof. The term of any specific license for the Products and the term for any specific Services to be provided shall be set forth in the Schedules attached hereto and shall be effective from the date set forth therein and continue as provided for therein, unless terminated pursuant to Section 16 of this Master Agreement.

16. TERMINATION. This Master Agreement or any one or more of the Schedules attached hereto may be terminated for causes as follows:

(a) If either party materially or repeatedly defaults in the performance of their respective obligations hereunder, except for Customer's obligation to pay fees, and fails to substantially cure such default within thirty (30) days after receiving written notice specifying the default or, for those defaults which cannot reasonably be cured within thirty (30) days, promptly commence curing such default and thereafter proceed with all due diligence to substantially cure such default, then the party not in default may, by giving written notice to the defaulting party,terminate this Master Agreement or any one or more of its Schedules as of a date specified in such notice of termination.

(b) If Customer fails to pay when due any amounts owed hereunder, then CSG may, by giving written notice thereof to Customer, terminate this Master Agreement or at CSG's option, CSG may terminate any one or more of the Schedules attached hereto, as of a date specified in such notice of termination.

(c) In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for benefit of all or substantially all of its creditors, or enters in to an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Master Agreement as of the date specified in such notice of termination.

(d) If Customer or any of Customer's employees or consultants breach any term or condition of any Schedule attached hereto for the license of software or products distributed by or through CSG, including the Incorporated Third Party Software, CSG may, at CSG's option, terminate the Master Agreement or terminate any one or more of the Schedules attached hereto upon 30 days advance written notice and without judicial or administrative resolution.

Upon the termination of the Master Agreement or any one or more of the Schedules attached hereto, for any reason, all rights granted to Customer under this Master Agreement or the terminated Schedule(s) will cease, and Customer will promptly (i) purge all the Products from the Designated Environment and all of Customer's other computer systems, storage media and other files; (ii) destroy the Products and all copies thereof; (iii) deliver to CSG an affidavit which certifies that Customer has complied with these termination obligations; and (iv) pay to CSG all fees that are due pursuant to this Master Agreement. Notwithstanding the foregoing, if only one or more of the Schedules are terminated, Customer must comply with the requirements of this paragraph only with respect to the specific Products set forth in the terminated Schedules(s).

17. TERMINATION ASSISTANCE. Upon expiration or earlier termination of this Master Agreement or termination of Schedule A by either party for any reason, CSG will provide Customer, reasonable termination assistance for up to one hundred eighty (180) days relating to the transition to another vendor. This termination assistance will be provided to Customer at CSG's then standard rates unless CSG has materially defaulted under the terms of the Master Agreement. If this Master Agreement expires or is terminated earlier by CSG, then Customer will pay CSG, in advance, on the first day of each calendar month and as a condition to CSG's obligation to provide termination assistance to Customer during that month, an amount equal to CSG's reasonable estimate of the total amount payable to CSG for such termination assistance for that month.

18. CONFIDENTIALITY.

(a) Definition. Customer and CSG will provide to each other or will come into possession information relating to each other's business, CSG's Products and Services and the Incorporated Third Party Software which is considered confidential (the "Confidential Information"). Customer acknowledges that confidentiality restrictions are imposed by CSG's licensors or vendors. Confidential Information schall include, without limitation, all of Customer's and CSG's trade secrets, and all know-how, design, invention, plan or process and Customer's date and information relating to Customer's and CSG's respective business operations, services, products, research and development, CSG's vendors' or licensors' information and products, and all other information that is marked "confidential" or "proprietary" prior to or upon disclosure, or which, if disclosed orally, is identified by the disclosing party at the time as being confidential or proprietary and is confirmed by the disclosing party as being Confidential Information in writing within thirty (30) days after its initial disclosure.

(b) Restrictions. Each party shall use its reasonable best efforts to maintain the confidentiality of such Confidential Information and not show or otherwise disclose such Confidential Information to any third parties, including, but not limited to, independent contractors and consultants, without the prior written consent of the disclosing party. Each party shall use the Confidential Information solely for purposes of performing its obligations under this Master Agreement. Each party shall indemnify the other for any loss or damage the other party may sustain as a result of the wrongful use or disclosure by such party (or any employee, agent, licensee, contractor, assignee or delegate of the other party) of its Confidential Information. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on any CSG documentation or products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

(c) Disclosure. Neither party shall have any obligation to maintain the confidentiality of any Confidential Information which: (i) is or becomes publicly available by other than unauthorized disclosure by the receiving party; (ii) is independently developed by the receiving party; or (iii) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. If required by any court of competent jurisdiction or other governmental authority, the receiving party may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such order or authority, provided that the receiving party shall first have used its best efforts to obtain a protective order or other protection reasonably satisfactory to the disclosing party sufficient to maintain the confidentiality of such data, information or materials. If an unauthorized use or disclosure of Confidential Information occurs, the parties will take all steps which may be available to recover the documentation and/or products and to prevent their subsequent unauthorized use or dissemination.

(d) Limited Access. Each party shall limit the use and access of Confidential Information to such party's bona fide employees or agents, including independent auditors and required governmental agencies, who have a need to know such information for purposes of conducting the receiving party's business and who agree to comply with the use and non-disclosure restrictions applicable to the products and documentation under this Master Agreement. If requested, receiving party shall cause such individuals to execute appropriate confidentiality agreements in favor of the disclosing party. Each party shall notify all employees and agents who have access to Confidential Information or to whom disclosure is made that the Confidential Information is the confidential, proprietary property of the disclosing party and shall instruct such employees and agents to maintain the Confidential Information in confidence.

19. SURVIVAL. Termination of this Master Agreement shall not impair either party's then accrued rights, obligations, liabilities or remedies. Notwithstanding any other provisions of this Master Agreement to the contrary, the terms and conditions of Sections 3, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 24, 28 and 29 shall survive the termination of this Master Agreement. With respect to licenses granted to Customer pursuant to any Schedule to this Master Agreement, the following Sections of the Master Agreement shall survive for the term of such licenses: 7, 8, 9, 11, 12, 13, 14, 16, 18, 22, 28 and 29.

20. EXCLUSIVITY. Customer agrees that while this Master Agreement is in effect, CSG shall be the sole and exclusive provider of products and services related to the offering of wireline video and print and mail services at the System Sites (as defined in Schedule A). If, during the term of this Master Agreement, Customer purchases, is assigned or otherwise acquires subscribers which are utilizing products and services of a third party vendor related to Customer's offerings of wireline video or print and mail services, Customer shall use best efforts to convert such subscribers to the CCS Services and Print and Mail Services as soon as possible after the termination date of the agreement with such third party vendor but in no case later than one hundred and eighty (180) days after the termination date of such agreement.

21. NATURE OF RELATIONSHIP. CSG, in furnishing Services and licensing Products to Customer hereunder, is acting only as an independent contractor. CSG does not undertake by this Master Agreement or otherwise to perform any obligation of Customer, whether regulatory or contractual, or to assume any responsibility for Customer's business or operations. Customer understands and agrees that CSG may perform similar services for third parties and license same or similar products to third parties. Nothing in this Master Agreement shall be deemed to constitute a partnership or joint venture between CSG and Customer. Neither party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party. CSG shall exercise independent judgment regarding the manner in which the Technical Services are performed hereunder, although exercising best efforts to comply satisfactorily with the wishes of Customer. CSG shall be responsible for the payment of any and all income and FICA tax, related to CSG's income hereunder, and CSG shall indemnify and hold harmless Customer from and against any and all claims, losses, expenses or other liabilities which Customer may incur as a result of CSG's failure to pay any such taxes. Customer shall not be required to pay any unemployment, workmens' compensation, medical, life or other insurance or benefits on behalf of CSG.

22. OWNERSHIP. All trademarks, service marks, parents, copyrights, trade secrets and other proprietary rights in or related to the Products, the "Deliverables" as defined under Schedule B, the Incorporated Third Party Software and other third party software (collectively the "Software Products") are and will remain the exclusive property of CSG or its licensors, whether or not specifically recognized or perfected under applicable law. Customer will not take any action that jeopardizes CSG's or its licensor's proprietary rights or acquire any right in the Software Products, except the limited use rights specified in the Schedules to this Master Agreement. CSG or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Software Products, including any improvement or development thereof. Customer will obtain, at CSG's request, the execution of any instrument that may be appropriate to assign these rights to CSG or its designee or perfect these rights in CSG's or its licensor's name.

23. RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or any of its agencies is subject to restrictions set forth in the Commerical Computer Software and Commercial Computer Software Restricted Rights clause at DFARS 227.7202 and/or the Commercial Computer Software Restricted Rights clause at FAR 52.227.19(c). CSG Systems, Inc., 7887 E. Belleview Avenue, Suite 1000, Englewood, Colorado 80111.

24. INSPECTION. During the term of this Master Agreement and for twelve (12) months after its termination or expiration for any reason, CSG or its representative may, upon prior notice to Customer, inspect the files, computer processors, equipment and facilities of Customer during normal working hours to verify Customer's compliance with this

Master Agreement. While conducting such inspection, CSG or its representative will be entitled to copy any item that Customer may possess in violation of this Master Agreement.

25. FORCE MAJEURE. Neither party will be liable for any failure or delay in performing an obligation under this Master Agreement that is due to causes beyond its reasonable control, including, but not limited to, fire, explosion, epidemics, earthquake, lightening, failures or fluctuations in electrical power or telecommunications equipment, accidents, floods, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts or omissions of any common carrier, strikes, labor disputes, regulatory restrictions, restraining orders or decrees of any court, changes in law or regulation or other acts of governmental, transportation stoppages or slowdowns or the inability to procure parts or materials. These causes will not excuse Customer from paying accrued amounts due to CSG through any available lawful means acceptable to CSG.

26. ASSIGNMENT. Neither party may assign, delegate or otherwise transfer this Master Agreement or any of its rights or obligations hereunder without the other party's prior approval. Any attempt to do so without such approval will be void. Notwithstanding the foregoing, CSG may assign this Master Agreement, upon notice to Customer, to a related or unrelated person in connection with a transfer of all or substantially of its stock or assets to a third party, and Customer hereby consents to such assignment in advance. Customer may assign its rights under this Master Agreement or in any System Site, upon notice to CSG, to a related or unrelated person in connection with a sale, acquisition, consolidation or other reorganization of Customer's business, in whole or in part, and CSG consents to such an assignment in advance; provided, however, that Customer's assignee shall agree in writing to assume all of Customer's duties and obligations hereunder prior to any such assignment.

27. NOTICES. Any notice or approval required or permitted under this Master Agreement will be given in writing and will be sent by telefax, courier or mail, postage prepaid, to the address specified below or to any other address that may be designated by prior written notice. Any notice or approval delivered by telefax (with answer back) will be deemed to have been received the day it is sent. Any notice or approval sent by courier will be deemed received one day after its date of posting. Any notice or approval sent by mail will be deemed to have been received on the 5th business day after its date of posting.

If to Customer:	If to CSG:
Renaissance Media	CSG Systems, Inc.
Cablevision Center, Suite 100	7887 East Belleview, Suite 1000
Ferndale, NY 12734	Englewood, CO 80111
Tel:(914)295-2600 Fax:(914)295-2601	Tel:(303)796-2850 Fax:(303)796-2870
Attn: Mark Halpin Executive Vice President and CFO	Attn: President with a copy to General Counsel
	and a copy to:
	Associate Counsel 2525 N. 117th Ave. Omaha, NE 68164 Tel: (402)431-7400 Fax: (402)431-7226

28. ARBITRATION.

(a) General. Any controversy or claim arising out of or relating to this Master Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified or supplemented under this Section.

(b) Proceeding. To initiate arbitration, either party will file the appropriate notice at the Regional Office of the AAA in Denver, Colorado. The arbitration proceeding will take place in Denver, Colorado. The parties will in good faith agree on a sole arbitrator. If the parties are unable to agree on an arbitrator, the arbitration panel will consist of three (3) arbitrators, one arbitrator appointed by each party and a third neutral arbitrator appointed by the two arbitrators designated by the parties. Any communication between a party and any arbitrator will be directed to the AAA for transmittal to the arbitrator. The parties expressly agree that the arbitrators will be empowered to, at either party's request, grant injunctive relief.

(c) Award. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrators. The award will (i) be granted and paid in U.S. dollars exclusive of any tax, deduction or offset and (ii) include interest from the date of that the award is rendered until it is fully paid, computed at the maximum rate allowed by applicable law. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

(d) Legal Actions. Nothing in this Section will prevent either party from seeking interim injunctive relief against the other party in the courts having jurisdiction over the other party. Nothing in this Section will prevent CSG from filing any debt collection action against Customer in the local courts.

29. MISCELLANEOUS. All notices or approvals required or permitted under this Master Agreement must be given in writing. Any waiver or modification of this Master Agreement will not be effective unless executed in writing and signed by CSG. This Master Agreement will bind Customer's successors-in-interest. This Master Agreement will be governed by and interpreted in accordance with the laws of Nebraska, U.S.A., to the exclusion of its conflict of laws provisions. If any provision of this Master Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Master Agreement, unless CSG in good faith deems the unenforceable provision to be essential, in which case CSG may terminate this Master Agreement effective immediately upon notice to Customer. This Master Agreement, together with the Schedules, Exhibits and attachments hereto which are hereby incorporated into this Master Agreement, constitutes the complete and entire statement of all conditions and representations of the agreement between CSG and Customer with respect to its subject matter and supersedes all prior writings or understandings.

THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED ON BEHALF OF BOTH PARTIES.

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

CSG Systems, Inc. ("CSG")	Renaissance Media LLC ("Customer")
By: /s/ Jack Pogge	By: /s/ Mark W. Halpin
Name: Jack Pogge	Name: Mark W. Halpin
Title: President	Title: Executive Vice President and CFO

[LOGO OF CSG SYSTEMS INC.
LAW DEPARTMENT APPEARS HERE]

SCHEDULE A

CCS SUBSCRIBER BILLING SERVICES

1. CCS Services. Subject to the terms and conditions of the Master Agreement and for the fees described in Schedule F, CSG will provide to Customer, and Customer will purchase from CSG, all of Customer's requirements for the data processing services, applications and other video services (the "CCS Services") for all of Customer's subscriber accounts using CSG's CCS system. The CCS Services will provide Customer with an on-line terminal facility (not the terminals themselves), service bureau access to CCS processing software, adequate computer time and other mechanical data processing services as more specifically described in the user documents: the User Guide, User Data File Manual, User Training Manual, Conversion Manual, Operations Guide, and Customer Bulletins issued by CSG (the "Documentation"). Customer's personnel shall enter all payments non-monetary changes on terminal(s) located at Customer's offices, or provide CSG payment information on magnetic tape or electronic record in CSG's format. CSG and Customer acknowledge and agree that the Documentation describing the CCS Services is subject to ongoing review and modification from time to time.

2. Communications Services and Fees. CSG shall provide, at Customer's expense, as data communications line from the CSG data processing center to each of Customer's system site locations identified in Exhibit A-1 attached hereto (the "System Sites"). Customer shall pay all fees and charges in connection with the installation and use of and peripheral equipment related to the data communications line in accordance with the fees described in Schedule F attached hereto.

3. Conversion Services and Fees. CSG shall provide services as described on Exhibit A-2 attached hereto in connection with Customer's conversion of each System Site and for those added by mutual agreement of the parties to CSG's data processing system subsequent to the execution of this Master Agreement (the "Conversion Services"). For System Sites added to Exhibit A-1 subsequent to the Effective Date of the Master Agreement, Customer shall pay CSG the fees set forth in Schedule F for the performance of the Conversion Services.

4. Deconversion Services and Fees. If Customer sells, transfers, assigns or disposes of any of the assets of or any ownership or management interest in any System Site (the "Disposed Site(s)"), Customer agrees to pay CSG the per set deconversion tape fee and the fees for processing and deconverting subscribers, including on-line access fees, as set forth in Schedule F, which amounts shall be due and payable thirty (30) days prior to the intended deconversion of any such Disposed Site(s) from the CCS Services. CSG shall be under no obligation or liability to provide any deconversion tapes or records until all amounts due hereunder, and as otherwise provided in the Master Agreement, shall have been paid in full.

5. Optional and Ancillary Services. At Customer's request, CSG shall provide optional and ancillary services, including but not limited to any described on Schedule F at CSG's then-current prices, or as may otherwise be set forth in Schedule F, and where applicable on the terms and conditions set forth in separately executed Schedules to the Master Agreement.

6. Customer Information. Any original documents, data and files provided to CSG hereunder by Customer ("Customer Data") are and shall remain Customer's property, and upon termination of this Master Agreement for any reason or deconversion of any System Site, such Customer Data shall be returned to Customer by CSG, subject to the payment of CSG's then-current rates for processing and delivering the Customer Data, any applicable deconversion fees required under Section 4 hereof and all unpaid charges for services and equipment, if any, including late charges incurred by Customer. Customer Data will not be utilized by CSG for any purpose other than those purposes related to rendering the services to Customer under the Master Agreement. Data to be returned to Customer includes: Subscriber Master File (including Works Orders, Converters and General Ledger), Computer-Produced Reports (reflecting activity during period of 90 days immediately prior to Schedule A termination), House Master File, Any other related data or files held by CSG on behalf of Customer.

7. Discontinuance Fees. During the term of this Schedule A, each month Customer shall be responsible for paying CSG the actual CCS Services fees incurred during such month. The parties have mutually agreed upon the fees for the CCS Services to be provided hereunder based upon certain assumed volumes of processing activity, and the length of the term of Schedule A. Customer acknowledges and agrees that, without the certainty of revenue promised by the commitments set forth in this Schedule A, CSG would have been unwilling to provide the CCS Services at the fees set forth in the Schedule F. Because of the difficulty in ascertaining CSG's actual damages for a termination or other breach of this Agreement (including, but not limited to, Schedule A) by Customer before the

expiration of the then-current term with respect to one

or more System Site, Customer agrees that, in addition to all other amounts then due and owing to CSG, Customer will pay to CSG (as a contract discontinuance fee and not as a penalty) an amount equal to fifty percent (50%) of Customer's average monthly invoice for CCS Services during the three (3) months prior to any such termination or other breach by Customer, multiplied by the number of months remaining in the term of this Schedule A, had there been no termination
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or breach (the "Discontinuance Fee"). Customer acknowledges and agrees that the Discontinuance Fee is a reasonable estimation of the actual damages which CSG would suffer if CSG were to fail to receive the amount of processing business contemplated by this Schedule A. Customer shall not be required to pay the
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Discontinuance Fee if CSG terminates this Schedule A other than as a result of
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Customer's breach of its obligations hereunder or if Customer terminates the Schedule A for a material, uncured breach by CSG.
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8. Term. The first day of the calendar month in which the CCS Services commence shall be referred to as the "Commencement Date." The CCS Services shall continue from the Commencement Date for a period of six (6) years (the "Initial Term") and, unless terminated pursuant to Section 16 of the Master Agreement, shall automatically be extended for additional one-year terms (the "Additional Terms") unless either party gives the other party at least six (6) months prior written notice of such party's intent not to extend.

Agreed and accepted this 28 day of March 1998, by:

CSG SYSTEMS, INC. ("CSG")	RENAISSANCE MEDIA LLC ("Customer")
By: /s/ Signature appears here	By: /s/ Signature appears here
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Exhibit A-1 SYSTEM SITES; Exhibit A-2 CONVERSION SERVICES;

EXHIBIT A-1

SYSTEM SITES	ESTIMATED IMPLEMENTATION/ CONVERSION DATE
St. Landry, LA (system prin 8381-1900)	Existing CCS System Site
Thibodeaux, LA (system prin 8381-2200)	Existing CCS System Site
New Roads, LA (system prin 8381-2400)	Existing CCS System Site
Slidell, LA (system prin 8381-2500)	Existing CCS System Site
Jackson, TN (system prin 8381-9900)	Existing CCS System Site
Picayune, MS (system prin 8381-2600)	Existing CCS System Site
Ferndale, NY (corporate site)	Existing CCS System Site

CCS CONVERSION

THE FOLLOWING VIDEO CONVERSION SERVICES ARE AVAILABLE FOR THE FEES SET FORTH ON SCHEDULE F:

1) FOR SITE CONVERSIONS WITH SUBSCRIBER COUNTS OF LESS THAN 20,000

Manual conversions are recommended on all sites with less than 20K subscribers. Clients are responsible for data entry.

Includes:

- 1 Set of CCS Documentation
- File Set-Up
- 3 Months Access to CBT
- 1 Week's Management Training at CSG Location
- Manual Data Base Instructions/Procedures
- CSG Support - Fees plus Travel Expenses

On Data Bases Over 10K Subs, CSG will offer the following:

- Programmatic Load of House Data
- Programmatic Load of Converter Data

11) 20,000 - 59,999 SUBSCRIBERS CATEGORIES

CONVERSION INCLUDES:

A Training Aids and Documentation - 1 Set

Manuals and job aids for your video system staff. These manuals and job aids are used to complement your CBT courses. Each employee would be provided the necessary job aids and manuals. Job Aids: Logon/Sign On, Logoff/Sign Off, CBT Training System, House File, Sales Support, Adjustment Transactions, Adjustment Practice Sheet, Converter Inventory/Addressability Transactions, Converter Sample Invoices, Select System

Additional copies: $50 for the Job Aids and $5 for the Manual.

One four volume set of the "Cable Source" Communication Control System User Guides. This system documentation explains all reports and transactions of the Communication Control System. Additional copies: $200 per set or $50 per volume.

One CCS Conversion Manual. This manual describes the major components necessary for set-up and conversion/implementation to the CCS system.

Additional copies: CSG's then-current prices

One "CableSource User Data File" Manual. This manual describes the 300 plus parameters provided to allow you flexibility in establishing your processing requirements. This manual will be primarily reviewed by the Conversion Specialist during your first visit.

Additional copies: CSG's then-current prices

A test system that provides for the opportunity to practice "hands on" training without impacting your actual data base. (Deaccessed after conversion)

RMS Manual. This manual describes all functionality and commands of the CSG print package. ADDITIONAL COPIES: CSG'S then-current prices

B) RECOMMENDED SITE VISITS

Initial Visit

- Overview of the conversion/implementation process. This incorporates reviewing conversion tasks, timeline and responsible parties.
- Establish and/or review of corporate standards, as they relate to User Data File, Code Tables, Service Codes and Report settings.
- Define Conversion Specifications. This process defines fields, values and variables used on current billing processor and how that will be converted to CCS.

Pre-Conversion Review

- Review set up of User Data File, Code Tables and reports.
- Review pricing and taxing structure of video site.
- Review and approve Conversion/Implementation Specifications;
- Review statement file settings.
- Assist the site with defining new procedures for policies that pertain to the billing system.

Training

- CSG training will be on-site to conduct "Train the Trainer" courses for site's training staff.
- CSG trainers will train site staff on CCS facets and functionality, based upon agenda and needs created by Video site management.
- Includes 1 instructor for 3 days.

Post Conversion

- Audit converted data the morning after merge.
- Coordinate input of accumulated backlog (work orders, payments, adjustments and PPV)
- Review exceptions created through conversion/implementation process and take necessary action.
- Review pricing and taxing structure.
- Balance cash.
- Review reports and assist with determining needs for daily distribution.
- Review and release first cycle of generated statements.

Third Week

- Review reports.
- Assist with month-end financial balancing.
- Provide potential solutions for day to day procedural issues. (i.e. work order printing, routing, dispatch, converter inventory).

C) DATABASE CLEAN--UP

Homes Passed. All addresses that currently reside on your database will be compared against the Group One Zip +4 files. The following items will occur:

- Street names, suffixes (street, avenue) will be standardized in accordance with U.S.P.S. records.
- Nine digit zip code established - normally from 90-98% of address will be assigned the 4 digit add-on list of addresses that did not meet U.S.P.S. standards will be provided. Rural areas may have lower percentages.
- Bar-coding of Zip + 4 statement will be performed by CSG.
- Re-zip of your data base occur every quarter - this allows CSG to continue to qualify for the highest postal discounts.
- List of duplicate address records will be provided for cleanup purposes.

Converter Data Base. All converters will be passed through CCS edit programs, the following items will occur:

. Listing of duplicate serial numbers including the location of the box will be provided.
. If you are addressable, a listing of duplicate terminal address (prom number) will be provided.
. Invalid model numbers, invalid serial number formats will be identified.

Subscriber Data Base. Standard CCS edits requirements will be performed along with any specific site requested information. The following items are provided as examples:

. Site requested service codes, discount codes.
. Site requested campaign codes.
. Subscribers receiving free services.
. Invalid phone numbers.
. Any specific site requested data.

D) Management Training in Omaha

. In depth lecture seminar designed for managers and supervisors.
. Covers all aspects of the Communication Control system.
. Includes a detailed training manual and all additional training materials.
. Opportunity to tour the CSG Mail Facility.

III) 60,000 - 119,999 SUBSCRIBERS CATEGORY

Includes everything as listed above in Section II, except regarding:

Recommended Site Visits

Training

. CSG training will be on-site to conduct "Train the Trainer" courses for site's training staff.
. CSG trainers will train site staff on CCS facets and functionality, based upon agenda and needs created by Video site management.
. Includes 1 instructor for 5 days.

IV) 120,000 + SUBSCRIBERS CATEGORIES

Includes everything as listed above in Section III, except:

Recommended Site Visits

Training

. CSG training will be on-site to conduct "Train the Trainer" courses for site's training staff.
. CSG trainers will train site staff on CCS facets and functionality, based upon agenda and needs created by Video site management.
. Includes 2 instructors for 5 days.

SCHEDULE B

CSG TECHNICAL SERVICES

1. GENERAL. Subject to the terms and conditions of the Master Agreement and for the fees and expenses described below, Customer hereby hires CSG, and CSG hereby agrees, to provide the design, development and/or other consulting services described in the Statement of Works contemplated under Section 2, which may include services by CSG's Advanced Business Solutions division (collectively, the "Technical Services") to Customer as its independent contractor.

2. Technical Services.

(a) Reasonable Efforts. CSG will use its reasonable commercial efforts to perform all Technical Services in a timely and professional manner satisfactory to Customer and in accordance with the applicable Statement of Work.

(b) Projects Schedules. CSG and Customer will execute a schedule substantially similar to Exhibit B-I (the "Statement of Work") for each design, development and/or other consulting project that Customer wants CSG to undertake. CSG and Customer acknowledge that all Statement of Works will form an integral part of this Schedule B.

(c) Location and Access. CSG may perform the Technical Services at Customer's premises, CSG's premises or such other premises that Customer and CSG may deem appropriate. Customer will permit CSG to have reasonable access to Customer's premises, personnel and computer equipment for the purposes of performing the Technical Services at Customer's premises.

(d) Insurance. CSG will be solely responsible for obtaining and maintaining appropriate insurance coverage for its activities under this Schedule B. including, but not limited to, comprehensive general liability (bodily injury and property damage) insurance and professional liability insurance.

3. Consideration.

(a) Project Fees. In consideration for performing the Technical Services, Customer will pay CSG the fees that may be contemplated under the Statement of Works (the "Project Fees").

(b) Reimbursable Expenses. Unless otherwise contemplated under the Statement of Work, Customer will reimburse CSG for the necessary and reasonable travel, lodging and related out-of-pocket expenses that CSG may incur in performing the Technical Services ("Reimbursable Expenses").

(c) Payment. Customer will pay the Project Fees to CSG according to the applicable terms set forth in the Statement of Work. Unless otherwise contemplated in the Statement of Work, Customer will pay CSG the Reimbursable Expenses within thirty (30) days after the receipt of CSG's invoice and supporting receipts. All payments will be made in U.S. dollars by check or wire transfer to CSG's designated bank account. Any late payment will accrue interest at the rate of 1.5% until paid in full.

(d) Taxes. CSG will specify on all invoices issued to Customer any sales, use or other tax that may be assessable in connection with this Schedule B. Customer will pay such taxes or provide CSG with any applicable certificate of exemption acceptable to the appropriate taxing authorities.

4. CSG RIGHTS. Customer acknowledges that all patents, copyrights, trade secrets or other proprietary rights in or to the work product that CSG may create for Customer under this Schedule B (the "Deliverables"), including, but not limited to, any ideas, concepts, inventions or techniques that CSG may use, conceive or first reduce to practice in connection with the Technical Services, are and will be the exclusive property of CSG, except as and to the extent otherwise specified in the applicable Statement of Work. During and after the term of this Schedule B, CSG and Customer will execute the instruments that may be appropriate or necessary to give full legal effect to this Section 4.

5. Warranty. CSG represents and warrants that any software developed as part of the Deliverables will substantially conform to the applicable specifications set forth in the Statement of Works. In case of breach of this warranty or any other legal duty to Customer, CSG's exclusive liability, and Customer's exclusive remedy, will be to obtain (i) correction or replacement of the software developed as part of the Deliverable or (ii) if CSG determines that such remedy is not practicable, a refund of the Project Fees allocable to such software developed as part of the Deliverable. ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE OR

NONINFRINGEMENT), ARE HEREBY DISCLAIMED.

6. Delivery of Items. Upon the expiration or termination of this Schedule B for any reason, Customer will promptly pay CSG the Project Fees and Reimbursable Expenses that may be due and outstanding for the Technical Services and Deliverables that CSG has performed, and CSG will deliver to Customer all notebooks, documentation and other items that contain, in whole or in part, any Confidential Information that Customer disclosed to CSG in performance of the Technical Services under this Schedule B.

7. Non-Solicitation. During the term of this Schedule B and for 12 months after its termination, Customer will not solicit or hire any employee of CSG or its related persons without CSG's prior approval.

8. Term. The term of this Schedule B shall be for a period of six (6) years, but in any case will extend for the term of any executed Statement of Work (the "Initial Term") and, unless terminated pursuant to Section 16 of the Master Agreement, shall automatically be extended for additional one-year terms (the "Additional Terms") unless either party gives the other party at least six (6) months prior written notice of such party's intent nor to extend.

Agreed and accepted this 28 day of March, 1998, by:

CSG SYSTEMS, INC. ("CSG")	RENAISSANCE MEDIA LLC ("Customer")
By: /s/ Signature appears here	By: /s/ Signature appears here

EXHIBIT B-1.....SAMPLE STATEMENT OF WORK

EXHIBIT B-1

STATEMENT OF WORK (Sample Form)

THIS STATEMENT OF WORK is made as of _____ 1998, between CSG Systems, Inc. ("CSG"), and Renaissance Media LLC ("Customer"), pursuant to Schedule B of the Master Agreement that CSG and Customer executed as of_____,1998, and of which this Statement of Work forms an integral part.

OBJECTIVE:

PROCEDURES:

TIMETABLE: Estimated Commencement Date: _____.
Estimated Completion Date: _____.

DELIVERABLES:

PROJECT FEES AND PAYMENT TERMS:

IN WITNESS WHEREOF, CSG and Customer cause this Statement of Work to be duly executed below.

CSG SYSTEMS, INC. ("CSG")	RENAISSANCE MEDIA LLC ("CUSTOMER")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE C

CCS PRODUCTS SOFTWARE LICENSE

CSG Vantage

1. License. CSG hereby grants Customer, and Customer hereby accepts from CSG, a non-exclusive and non-transferable1e right to use the software products known as CSG Vantage for use with the CCS Services described in Section 2 below (the "CCS Products") at the System Sites in the United States in the designated environment described in Section 3 below (the "Designated Environment"), for the fees set forth in Schedule F and subject to the terms and conditions specified below and in the Master Agreement.

2. CCS Products. "CCS Products" as described in the Product Schedule attached hereto as Exhibit C-1 includes (i) the machine-readable object code version of CSG Vantage software (collectively, the "Software"), whether embedded on disc, tape or other media; (ii) the published user manuals and documentation that CSG may make generally available for the Software ("the "Documentation"), (iii) the fixes, updates, upgrades or new versions of the Software or Documentation that CSG may provide to Customer under this Schedule C (the "Enhancements") and (iv) any copy of the Software, Documentation or Enhancements. Nothing in this Schedule C will entitle Customer to receive the source code of the Software, Enhancements or Customizations, in whole or in part.

3. Designated Environment. "Designated Environment" means the combination of the other computer programs and hardware equipment CSG specified for use with the CCS Products as set forth in Exhibit C-2, or otherwise approved by CSG in writing for Customer's use with the CCS Products at the system sites set forth on Exhibit C-1 (the "System Sites"). Customer may use the CCS Products only in the Designated Environment and will be solely responsible for upgrading the Designated Environment to the specifications that CSG may provide from time to time. If Customer fails to do so or otherwise uses the CCS Products outside the certified Designated Environment, CSG will have no obligation to continue maintaining and supporting the CCS Products. CSG shall certify the Designated Environment prior to the commencement of CSG's obligations under this Schedule C, including its obligations to maintain and support the CCS Products. Any other use or transfer of the CCS Products will require CSG's prior approval, which may be subject to additional charges.

4. Use. Customer may use the CCS Products only in object code form on the workstations set forth on Exhibit C-1 and in the Designated Environment and at the System Sites in the United States, and only for the term set forth below, and only for Customer's own internal purposes and business operations with the CCS Services for providing accounting and billing services to its video subscribers. In addition to the Incorporated Third Party Software, if third party products are provided to Customer as part of the CCS Products, by opening the package containing the third party product or downloading it, Customer agrees to be bound by the terms of the third party's standard license. Customer will not use the CCS Products to provide any such service to or on behalf of any third parties in a service bureau capacity and will not permit any other person to use the CCS Products, whether on a time-sharing, remote job entry or other multiple user arrangement. Customer will not install the Software, Enhancements or Customization on a network or other multi-user computer system unless otherwise specified in the Exhibits to this Schedule, in which case the Designated Environment may be used to provide database or file services to other of Customer's computers across the network, up to the number of workstations specified in Exhibit C-1. Backup and recovery plans or backup and recovery software is not included with the CCS Products. Any Customer documents, data and files are and shall remain Customer's property; and therefore, Customer is solely responsible for its own backup and recovery plan(s) for its data stored within the Designated Environment or utilized within the CCS Products licensed hereunder. Customer may make only one back-up archival copy of the Software, Enhancements or Customization. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the CCS Products, except as and to the extent expressly authorized by applicable law. Customer shall not publish any results of benchmark tests run on the CCS Products.

5. Maintenance and Support.

(a) Standard Support Services. Following expiration of the Warranty Period, CSG will provide Customer the support and maintenance of the then-current version of each licensed CCS Product (excluding the Customization, if any) as described on Exhibit C-3 (the "Support Services"). Included in the Support Services is support of the then-current version of the licensed CCS Products (excluding the Customization, if any) via CSG's Product Support Center, Account Management, publication updates, and the fixes and updates that CSG may make generally available as part of its maintenance and support packages (the "Updates"). The Support Services do not include maintenance and support of the Customization, the Incorporated Third Party Software, if any, or any other third party software. The maintenance and support for the Customization is provided pursuant to the terms, conditions and fees set forth in a separately executed Statement of Work. The maintenance and support for third party products is provided by the licensor of those products. Although CSG may assist in this maintenance and support with front-line support, CSG will have no liability with respect thereto and Customer must look solely to the licensor.

(b) Additional Support. At Customer's request, CSG may agree to provide at its then current rates additional Support Services or other support, including but not limited to, the optional support services listed on Exhibit C-3. If Customer is not utilizing the CCS Products in a Certified Designated Environment or Customer has added third party applications, the Customer will be responsible for making all necessary modifications to such third party applications to ensure they function properly with the Updates.

(c) Customization. Customer acknowledges that the Updates may not operate with the Customization. At Customer's request, CSG may provide Customer with customization services to modify the Updates to operate with the Customization. CSG and Customer will establish the terms, conditions and charges under which CSG provides any such customization services in a Statement Of Work incorporated into Schedule B.

(d) Limitation. Updates or Enhancements in this Schedule C will not include any upgrade or new version of the CCS Products that CSG decides, in its sole discretion, to make generally available as a separately priced item. This Schedule C will not require CSG to (i) develop and release Updates or Enhancements (ii) customize the Updates or Enhancements to satisfy Customer's particular requests or (iii) obtain Updates or Enhancements to any third party product. If an Update or Enhancement replaces the prior version of the CCS Product, Customer will destroy such prior version and all archival copies upon installing the Update or Enhancement.

6. Term. This Schedule C shall be effective from the Effective Date as defined in the Master Agreement and, unless terminated pursuant to Section 16 of the Master Agreement, will remain in effect for a period of six (6) years (the "Initial Term") and shall automatically be extended for additional one-year terms (the "Additional Terms") unless either party gives the other party at least six (6) months prior written notice of such party's intent not to extend.

Agreed and accepted this 28 day of March, 1998, by:

CSG SYSTEMS, INC. ("CSG")	RENAISSANCE MEDIA LLC ("Customer")
By: /s/ Signature appears here	By: /s/ Signature appears here

EXHIBIT C-1 PRODUCT SCHEDULE
EXHIBIT C-2 DESIGNATED ENVIRONMENT
EXHIBIT C-3 INSTALLATION, MAINTENANCE AND SUPPORT

EXHIBIT C-1

PRODUCT SCHEDULE

Licensed Software:
- -----------------

CSG Vantage -

Vantage is a database which enables Customer to evaluate product and service performance, conduct customer analysis and lifetime values, and transform raw data into real-time reports and graphs.

- ---

System Site(s):
- --------------

St. Landry, LA
Thibodeaux, LA
New Roads, LA
Slidell, LA
Jackson, TN
Picayune, MS
Ferndale, NY

Number or Workstations:
- ----------------------

[TO BE COMPLETED]

DESIGNATED ENVIRONMENT FOR THE CCS PRODUCTS

Notes: The following applies only in regards to the CCS Products actually licensed by Customer under Schedule C and may be subject to change as the specific hardware configuration cannot be completely identified and certified until after the business requirements of Customer are determined during the pre-Install visit.

The Support Services do not include support of the CCS Products if used outside the certified Designated Environment (i.e. other hardware, software, or other modifications have been introduced by Customer that are outside the certified Designated Environment). In such a case, CSG may agree to provide customized technical support for CSG's then-current fees for such services.

Product Compatibility (Yes indicates product is available on indicated workstation platform; date indicates estimated date available)

	Win NT	Apple MAC	SUN Solaris	Win 95
ACSR	Yes	(3)	Yes	Yes
CIT	Yes (1)	(3)	(4)	Yes
Telephony	Yes	No	No	No
ADF	(2)	(2)	(4)	(2)
ACSR CBT	Yes	No	Yes	Yes
CIT CBT	Yes	No	Yes	Yes
Telephony CBT	Yes	N/A	N/A	N/A
AOl w/DDE	Yes	N/A	N/A	Yes
AOI w/TCPIP	Yes	(3)	Yes	Yes

(1) - CIT coexistance with Telephony (no Telephony specific functionality) scheduled for 3/14/98.
(2) - Beta availability on request.
(3) - Available under existing contracts only.
(4) - Availability subject to Statement of Work (SOW) to convert application to SUN Solaris.

Workstations

Compaq Deskpro 2000 Pentium (133mhz minimum)
IBM PC350 Pentium (133 mhz minimum)
IBM PC300PL Pentium (200 mhz) - Replacement for discontinued model PC350
SparcStation 5/70MhZ. Solaris V2.5.1
Apple 7600 Power MAC
Ultra Sparc 1, model 170, Solaris 2.5.1
CDROM recommended for all workstations)

Workstation Minimum Memory (RAM)

32MB (with Windows 95 and SUN Solaris)
64MB (with Windows NT and Apple MAC)

Workstation Minimum Hard Drive Space

1.2GB

Workstation Minimum Video Requirements

Minimum video resolution supported 1024 x 768 x 256 colors, small font
Minimum 15" SVGA monitor (l7" for Apple MAC)

Workstation Software
- --------------------
Microsoft Windows NT V4.0 w/Service Pack 3 applied (note: Telephony workstations running Applications Administration Screens require 16 bit drivers)
Microsoft Windows 95 w/Service Pack 1 and the Kernel32 update applied
MAC OS V7.6.1 (w/ Apple MAC)
Solaris V2.5.1 (see workstations above)
Netmanage Chameleon Hostlink V6.0.1 (with Windows NT or 95)
Open windows or Motif (with SUN Solaris)
Brixton 3270 client for Solaris V3.0.1.9 (with SUN Solaris)
Samba V1.9.15 p8 (with NT or 95)
MAC Irma V5.11 (w/Apple MAC)

Additional Workstation Software to Support Telephony
- --
(note: Telephony workstations running Applications Administration Screens require 16 bit drivers)
Oracle SQL*NET V2.1.4.1.4 for NT runtime (with Windows NT)
Oracle SQL Forms V4.5.6.5.5 for NT runtime (with Windows NT)
Forest & Trees 4.1 (with Windows NT) (Optional reporting tool for PCs doing reporting queries).

Additional Workstation Software to Support CIT or ADF
- --
Oracle SQL*NET V2.1.4.1.4 runtime (with NT or 95) (For PCs with Forest & Trees)
Forest & Trees 4.1 (with Windows NT or 95) (Optional reporting tool for PCs doing reporting queries)

Servers
- -------
SUN Sparc 20
SUN Sparc 1000E
Ultra Sparc 1 - model 170 only
Ultra Sparc 2
Ultra Sparc 3000
(Server model, number of CPUs, memory, and disk storage are based on individual customer requirements.)
(CDROM required for all servers)

Server Software
- ---------------
Solaris V2.5.1
Samba V1.9.l5 p8 (with NT or 9S)
Brixton Server PU2.1 for Solaris (Version 4.0.5) running in 2.3.2 mode (both core and session components required)
Brixton 3270 Client for Solaris (Version 3.0.1.9) (1 copy required for trouble shooting & 1 copy required for each mainframe printer if printing through TCP/IP)
Hewlett Packard Solaris Jet Admin software Rev. D.02.10

Additional Server Software to Support CIT or ADF
- --
Oracle V7.1.6 runtime
Platinum EPM Agent V3.1.0
Tuxedo V6.1

Additional Server Software to Support Telephony
- ---
Oracle V7.3.2.1 runtime
Tuxedo V 6.1.(With NT or 95)
Platinum EPM agent V3.1.0
Platinum Aurosys agent V3.3 release 5
Postalsoft V 5.00b

Distribution Server and Software
- --------------------------------
SparcStation 5/170Mhz, 64M RAM, 2.1G hard drive, Solaris V2.5.1
(CDROM required for all servers)

Concentrators
- -------------
BayNetworks (Synoptics) 2813-04 (managed 16-port ethernet hub)
BayNetworks (Synoptics) 2803 (passive 1 6-port ethernet hub)
BayNetworkS (Synoptics) 800 (passive 8-port ethernet hub)
BayNetworks (Synoptics) 2712B-04 (managed 16-port token ring hub)
BayNetworks (Synoptics) 2702B-C (passive 16-port token ring hub)

Network Cards/Devices
- ---------------------
3Com Etherlink cards
SUN Quad Ethernet card
SUN Fast Ethernet 10/l00M
SUN Token Ring 4/16M
SUN Single Ring FDDI Interface
SUN Dual Ring FDDI Interface
Hewlett Packard Jet Direct EX
Aurora Technologies Multiport 401S+ A/Sync Series

Printers
- --------
Lexmark IBM 4226 (533 cps)
Lexmark 4227 (533 eps)
IBM 6400 series
Hewlett Packard LaserJet5

Routers
- -------
Cisco 2501, 2509, 2511, 2514, 4500

CSG Vantage:
- -----------

PC Hardware/Software Requirements
- ---------------------------------

CSG Systems, Inc. recommended hardware/software PC configuration is as follows:

Minimum PC requirements:
IBM or Compaq, 486DX4 75 MHz, 32 meg. RAM, 500 megabyte hard drive (70 Meg. free space), CD-ROM, 33.6 Bit/s modem /1/.

Recommended PC requirements;
IBM or Compaq, Pentium 133 Mhz or better, 32 meg. RAM or better, 1.2 gigabyte hard drive or larger (70 Meg. free space), CD-ROM, 56 Bit/s modem/1/.

PC Operating System/2/.:	Windows NT 4.0, Windows 95
Oracle7(TM) Client for Windows/(TM)/: (plus maintenance)	7.3.3.0.0
Forest & Trees(R) User Edition: (plus maintenance)	4.1

All software must be loaded and operated per workstation. LAN server versions and/or operations are not supported.

Connectivity Requirements
- -------------------------

TCP/IP connectivity to CSG's Millennium Data Center in Englewood, CO via one of the following methods:

1. Leased IP/multi-protocol connection with minimum 56Kb. (for example, Advantis)
2. Leased Internet connection with minimum 56Kb.
3. Dial-up connection through Internet Service Provider.

The Vantage workstation must be on the IP network.

(Consideration must be given to the overall environment in which Vantage will run. IP does not provide load balancing or prioritization on the line. Therefore, if a multi-protocol circuit is used for both Vantage and CCS/ACSR, consideration must be given to the estimated amount of activity generated from Vantage. The type activity generated from Vantage is decision support and can therefore fluctuate.)

Using Vantage in the ACSR and/or ACSR Telephony Product environment

The ACSR product runs on an IP LAN with a SUN Server. ACSR and Vantage can run concurrently on the same workstation. However, consideration must be given to the overall workstation configuration during installation if this is desired.

Additionally, CSG's CIT product also uses Forest & Trees for reporting purposes. CIT reporting can be functional on the Vantage workstation. However, consideration must be given to each product's configuration.

CSG should be consulted for specific installation and configuration information.

---

1. A modem is only required for dial-up connectivity through the Internet.

2. If the Vantage PC will be used in the ACSR environment, the ACSR PC Workstation Requirements should be used for both Vantage and ACSR, with the inclusion of the additional Vantage software. Vantage will only operate on a PC workstation.

Contact CSG for more information.

SUPPORT SERVICES FOR THE CCS PRODUCTS (excluding Vantage)

(Note: for Vantage support detail - see page 2 of Exhibit C-3)

Product Support Center
The customer Product Support Center provides Customer with advice, consultation and assistance to use CCS Products and diagnose and correct problems that Customer may encounter with the then-current version of CCS Products. CSG will offer the Product Support Center remotely by telephone, fax or other electronic communication twenty-four hours a day, seven days a week. Customer will bear all telephone and other expenses that it may incur in connection with the Product Support Center. Every customer problem is assigned a tracking number and a priority. Problems are resolved according to their assigned priority. See attached list detailing "Priority Levels".

Account Management
CSG will provide an account manager which is shared resource which will serve as Customer's liaison to all other CSG support services and will be responsible for ensuring customer satisfaction. Through periodic status reports and occasional on-site visits when necessary, the account manager will assist Customer with their use of CCS Products and keep them abreast of new developments in CSG's products and services.

Updates
Subject to the terms set forth in this Schedule C, product Updates include
software corrections, the fixes and updates that CSG may make generally available. These Updates are delivered to Customer accompanied by bulletins describing the updates and installation instructions. CSG will not provide Updates due to changes or new releases in Customer's vendor products. Custom software modifications are NOT included under the Basic Support Package as Updates but rather are covered as Technical Services under Schedule B.

Publications
The customer will receive updates to all published documentation for CCS Products.

Third Party Software
The maintenance and support for third party software is provided by the licensor of those products. Although CSG may assist in this maintenance and support with front-line support, CSG will have no liability with respect thereto and Customer must look solely to the licensor.

- ---

PRODUCT SUPPORT CENTER FOR THE CCS PRODUCTS

PRIORITY LEVELS - (excluding Vantage)

(Note: for Vantage support detail - see page 2 of Exhibit C-3)

When contacting the PRODUCT SUPPORT CENTER, the caller should be prepared to provide detailed information regarding the problem and the impact on the operation and the end user. Each problem or question is assigned a tracking number and a priority. The priority is set to correspond with the urgency of the problem. It is very important that the customer describe the urgency of the problem when it is reported. The priority levels are described below:

. CRITICAL (PRIORITY 1): Complete loss of functionality, system outage or down production system. Customers cannot access the system, cannot perform any function due to the hardware being down, are experiencing network control or communication problems, or are unable to process. The customer will receive immediate response and prioritized at the highest level. Once control has been regained, efforts are then made to determine the "root cause" of the problem. Considering the nature of the cause, the problem is adjusted to one of the other priorities and processed accordingly. While a Critical (Priority 1) problem exists, the Product Support Center commitment is to provide around-the-clock support until customers system/network/application is restored to operational status.

. SERIOUS (PRIORITY 2): Partial loss of functionality, or loss of critical functionality. The Customer's production/processing system is not down but there is an impact within the system/network. The Customer will receive immediate response. If the problem persists, the control of the network may be lost and/or end-user impacts may become serious. The Customer will receive immediate response. The Product Support Center's goal

is to ensure that control of the system is not jeopardized and to work with Customer to gather information in order to resolve the issue. The Product Support Center allocates resources during normal business hours until a permanent solution is found.

. OPERATIONAL (PRIORITY 3): Partial loss of functionality loss of non-critical functionality, or loss of critical functionality for which a work around exists. The problem is within the customers' operations environment. The user is attempting to utilize a CSG product and is having difficulty completing the process. A user may be a CSR, subscriber, or the Customer's operation staff running the system. CSG's Product Support Center goal is to respond the next business day.

. INCONVENIENCE OR ENHANCEMENT (PRIORITY 4): Inconvenience or loss of functionality for which a work-around solution exists, or enhancement request is required. The problem is an operator inconvenience, an enhancement, or the Customer have requested information. There is no serious impact to the end user of the system. The problem can be avoided by proper operator action, internal training by the customer, or a work-around solution. There is no apparent danger of losing control of the system, network, application or data because of this type of problem. A suggestion or request for enhancement is based upon the problem, concern or business need. The Product Support Center's goal is to provide a correction through internal software control procedures. CSG's Product Support Center goal is to respond within (3) business days.

. INFORMATIONAL (PRIORITY 5): This category also includes questions. The Product Support Center is committed to responding with the requested information within (5) business days. Software correction notification may be sent to the customer shortly after the correction has been made by our development engineers. At times, a work-around may be suggested if:

  . Its delivery is more timely
  . Its implementation is less complex
  . Its reliability is more certain

However, a work around must be mutually acceptable to our Customers, and it must have the effect of reducing the concern until a permanent resolution can be determined. Should the Customer wish to check the status of a problem they may contact the Product Support Center desk representatives or their Account Manager. In either case, the customer should reference the tracking number.

Customer may request to have the priority of Customer's call upgraded. Customer may check on the status of such request at any time by calling the Product Support Center or contacting Customer's account manager. The account manager is responsible for problem escalation to the appropriate level of management if Customer is not satisfied with a response.

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CSG VANTAGE Support Services

Vantage Installation Services:
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The following services will be provided by CSG with respect to start-up of the Vantage product.

1. Initial load of the Vantage data base.
2. Unlimited phone support for installation of hardware and software that is certified by CSG Systems, Inc.
3. For non-certified environments, CSG Systems, Inc. will provide the necessary phone support to determine if the non-certified environment can or should be certified
4. If the environment is deemed certifiable, the costs associated with certifying the environment will be communicated to the customer.
5. On-site assistance by CSG can be provided upon customer request.

Vantage Training Services:

1. Basic Vantage training at a regularly scheduled Omaha training class, as space permits.
2. Basic Vantage training at a scheduled regional training class, as space permits.
3. Basic Vantage training at a customer requested time and/or location is available on request.

Vantage Support Services:

Customer support of Vantage is provided as part of the Support Services during CSG's customer service hours for support of questions, functionality, workflow, training, and non-catastrophic software defects. System support of Vantage is provided as part of the Support Services for problems resulting from defects in Vantage.

The following services for the then-current Version will be provided by CSG for all Vantage users:

1. Telephone consultation for trained users for questions and problems regarding Vantage.
2. Up to one (1) hour of telephone consultation for troubleshooting a previously certified hardware/software environment.
3. Attendance at regularly scheduled basic and advanced Vantage training classes offered in Omaha or at a scheduled regional training location, as space permits.
4. Daily updates to the Vantage database.
5. Storage of thirteen (13) months of financial data.

Optional Services for Vantage:

The following additional services are also available to Vantage customers:

1. Static Database - 10 CSG month-end loaded tables; one time set-up, monthly load, monthly disk storage.
2. Monetary Transactions - All system and manually generated monetary transactions; one time set-up, monthly load, monthly disk storage.
3. Additional Work Order History - Storage of statement of work history beyond the standard two years; one time setup, monthly load, monthly disk storage.
4. Scheduling Calendar. A summary of the scheduling calendar updated three times per day; one time set-up, monthly load, monthly disk storage.
5. Cluster Coding - Annual subscription
6. Query Building - Consulting services for developing new queries.
7. Additional Training - Training beyond training provided in Schedule F.

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8. Systems Integration and Support
   - Certifying non-certified hardware/software environment
   - Troubleshooting existing hardware/software environment (first hour is free for certified environments)
   - On-site support as requested by customer
9. Output Charges

Note: The maintenance and support for third party software is provided by the licensor of those products. Although CSG may assist in this maintenance and support with front-line support, CSG will have no liability with respect thereto and Customer must look solely to the licensor.

SCHEDULE F

FEE SCHEDULE

INDEX

1. CCS(TM) SERVICES-(Schedule A)

A. CCS(TM) Video Service Fees

Basic Monthly Subscriber Charge (BSC):

Monthly Subscriber Volumes	Monthly Per Subscriber Charge
0 to 199,999	$0.4100
200,000 to 399,999	$0.4000
400,000 and greater	$0.3900

On-Line Allowance And Overage Charges:

ITEM	MONTHLY ON-LINE ALLOWANCE PER SUBSCRIBER	MONTHLY PER OVERAGE CHARGE
A. Work Orders on file	6.00	$0.0050
B. Statements stored on-line	5.00	$0.0100
C. Details stored on-line	35.00	$0.0025
D. Memos stored on-line	4.00	$0.0040
E. Inactive subscribers on file	0.40	$0.0200

CCS VIDEO ANCILLARY SERVICE FEES

ITEM	ONE TIME CHARGE PER SYSTEM	MONTHLY CHAGRE PER SYSTEM	MONTHLY CHARGE PER SUBSCRIBER	PER ITEM
I. Reporting & Decision Support Services				
A. Microfiche				Incl. in BSC
A. Originals				$1.590
B. Duplicates (one (1) included in BSC)				$0.212
B. Selects*(Refer to * on Page 32)				
1. Set-up fee per report				$59.36
2. Records read				$0.0006
3. Records accepted				$0.0006
4. Records spooled				$0.0006
5. Auto dialer				
a. Records read				$0.0001
b. Minimum charge per report				$15.9000
c. Maximum charge per report				$32.8600
6. Lables (printed at CSG's Production (Facility)				
a. Cheshire labels				$0.0135
b. LAB labels				
7. Diskettes or Tapes (non-returnable)				$15.0000
If output is printed at CSG facility				
II. Other Ancillary Services				
A. Equipment Inventory				
1. Non-addressable converters				Incl. in BSC
2. Addressable converters				Incl. in BSC
3. Other non-addressable				Incl. in BSC
B. Tape transmission (lockbox)				
1. Per remittance processor		Incl. in BSC		
2. Lockbox reversal	Incl. in BSC			
3. Conversion Lockbox cross reference		$100.00		
C. Audio response units				
1. Start up fee (per billable subscriber) $2,500 maximum; $500 minimum	Incl. in BSC			
2. Access fee		Incl. in BSC		
3. Transaction fee (per PPV item)				$0.053
4. Vendor Change (per billable subscriber)	Incl. in BSC			
$2,500 maximum; $500 minimum				
5. Local to centralized conversion	$2,000.00			
D. Automatic Number identification (ANI)				
1. Start up fee (per billable subscriber)	Incl. in BSC			
$2,500 maximum, $500 minimum				
2. Access fee		Incl. in BSC		

3.	Transaction fee	$0.0636
4.	Vendor change (per billable subscriber)	Incl. in BSC
	$2,500 maximum, $500 minimum	
5.	Local to centralized conversion	$2,000.00
E.	Autopackaging (maximum $1,500.00)	Incl. in BSC

CCS VIDEO ANCILLARY SERVICE FEES

ITEM	ONE TIME CHARGE PER SYSTEM	MONTHLY CHARGE PER SYSTEM	MONTHLY CHARGE PER SUBSCRIBER	PER ITEM
F. Pay Per View				
1. PPV events (per event)				$0.053
2. Build events, per supplier tape				
a. Stand alone		Incl. in BSC		
b. With Auto Auth codes		Incl. in BSC		
c. Auto Auth codes only		Incl. in BSC		
3. Event schedule download	Incl. in BSC	Incl. in BSC		
4. Output of Authorization Profiles				$265.00
5. Creation of new supplier schedule (per schedule)				$400.00
G. Account number format change	$375.00			
H. Addition for a system, principle or agent				
1. Setup of new system	$1,000.00			
2. Setup of new principle/agent	$1,000.00			
3. Add new agents (up to 10)	$375.00			
I. Equipment interface				
1. Startup/conversion for:				
a. Jerrold 2000, 4000, AH1, AH2, AH2E, AH4, AH4E or AH8	$15,000.00			
b. Scientific Atlanta SM III, IV, V, 10, or 20	$15,000.00			
c. Tocom	$15,000.00			
d. Zenith intel, PC or HP 1000	$15,000.00			
e. Pioneer M1 M2 M3 or M5	$15,000.00			
f. PCB change	$400.00			
g. Fleet management	$15,000.00		$132.50	
h. Sega Interface (Local)	$4,000.00			
i. Sega Interface (Centralized)	$2,000.00			
j. High Speed Data Services Interface	$15,000.00		$159.00	
k. G.I. ACC400D Digital Interface	$15,000.00		$250.00	
l. Scientific Atlanta Digital Interface (DNCS)	$15,000.00		$250.00	
m. Additional port to existing	$5,000.00			
n. Upgrade from 1 way to IPPV on existing addressable port (PCB change)	$400.00			
o. HITS Digital Interface	$5,000.00			
0 to 9,999 subscribers			$100.00	
10,000 to 24,999 subscribers			$150.00	
25,000 and greater subscribers			$250.00	
p. Vertex	$15,000.00		$250.00	
2. Cable radio				
a. DCR startup	$4,240.00			

b.	Local Dmx startup	$4,240.00
c.	Centralized DMX startup	$2,120.00

CCS VIDEO ANCILLARY SERVICE FEES

ITEM	ONE TIME CHARGE PER SYSTEM	MONTHLY CHARGE PER SYSTEM	MONTHLY CHARGE PER SUBSCRIBER	PER ITEM
J. File maintenance (each request)	Quote			
K. Special reports (each request)				
1. Duplicate terminal address reports	$265.00			
2. Duplicate house address report	$265.00			
3. Duplicate house/sub compare report	$265.00			
4. Duplicate sub/converter compare report	$265.00			
5. Duplicate phone report	$265.00			
6. Trouble call reports				
a. Repeat trouble calls (CPWM-060)		$15.90		
b. Trouble calls within 60 days of install (CPWM-400)		$26.50		
L. Tape Requests (per request)				
1. Subscriber Masterfile	$424.00			
2. House Masterfile	$424.00			
3. Converter Masterfile	$424.00			
4. Work Order Masterfile	$424.00			
5. General Ledger	$371.00			
6. Financial Summary Tape	$371.00			
7. General Ledger & Financial Summary	$530.00			
M. User data/report data files - special services				
1. Late user data file cards	$318.00			
2. Late reports data file cards	$212.00			
3. Late statement message card	$212.00			
4. Special user data file build	$318.00			
5. Special reports data file build	$318.00			
N. Deconversion fees				
1. Per set of deconversion tapes	$10,000.00			
2. Online access fee	Quote			
O. Statement Reruns				
1. Monetary				$0.032 per statement plus $424.00 per rerun
2. Non-Monetary				$0.032 statement plus $318.00 per rerun
P. Special Requests				
1. Cycle Freeze - per cycle per PRIN charge				$300.00
2. Agent Transfer (requires 90 day lead time)				$6,500.00
Q. Converter Batch Upload Via Tape (each tape)	$106.00			
R. Mass Adjustments (per SAM transaction)	$26.50			$.0265

S. Data Extracts	Quote	$0.05
T. Dialog (1st sign-on ID at no charge)		
1. Each Additional ID		$30.74
2. Passport	$318.00	

CCS VIDEO ANCILLARY SERVICE FEES

ITEM	ONE TIME CHARGE PER SYSTEM	MONTHLY CHARGE PER SYSTEM	MONTHLY CHARGE PER SUBSCRIBER	PER ITEM
3. Software/Diskette (each)	$10.60			
U. Expand Bill Codes (subscribers who exceed 24 billing codes)		$100.00 plus	$0.015/sub who exceed 24 billing codes.	
V. Frequent Buyer Program (data storage and processing)				

Number of Subscribers	Monthly Access Fee
0 - 10,000	$106.00
10,001 - 50,000	$212.00
50,001 - 100,000	$318.00
100,001 - 200,000	$424.00
200,001 - 500,000	$530.00
Over 500,000	$636.00

W. System Enhancements	
Programming Charge per hour	$150.00

*Select Reporting is included in the BSC subject to the following allowances:
. System Select Reporting Allowance - 1.5 Select Reports per 1,000 basic subscribers per system per month.
. Division Office Reporting Allowances - 50 Select Reports per month.

Basic Monthly Subscriber shall mean any subscriber who is active during the billing month plus any disconnected or pending subscriber who has a debit or credit balance at the beginning or end of the month or had such a balance during the billing month.

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CCS/TM/ Video Conversion Services (Reimbursable Expenses are excluded and billable)

For manual conversions with subscriber counts of less than 20,000 (per System Site):

CSG Start-Up Fee - $5,000.00 (per System Site)
CSG Support - $1,500/day plus Reimbursable Expenses
On Data Bases Over 10K Subs, CSG will offer the following:
- Programmatic Load of House Data - $5,000.000 (per System Site)
- Programmatic Load of Converter Data - $1,500 (per System Site)

For Programmatic conversions (per System Site):

	SITE SIZE			
	20,000 to 29,999	30,000 to 59,999	60,000 to 90,000	Greater than 90,000
1. Known Processor				
Total Conversion/Implementation Fee	$17,309	$20,728	$26,235	$37,778
2. Foreign Processor				
Total Conversion/Implementation Fee	$33,090	$36,509	$42,016	$53,560

Known Processors: BSI, EDS - System 1 (CMS), Service Electric, CableData, ISD, Toner, CableMax, Parallex, Touchstone, Cablestar, Quickdata.

Computer Based Training

1. Student Numbers/Instructor plus 2 students	$65.00 per month per System Site
2. Additional students	$25.00 per month per System Site
3. CBT Course Materials (each set)	$50.00 one time charge per System Site
4. Code Table Books	$5.00 one time charge per System Site
5. CBT Job Aids (each)	$5.00 one time charge per System Site

Additional Training

One trainer (eight hour day)	$1,250.00 per day minimum plus Reimbursable Expenses

Documentation

1. Cable User Guides (4 volumes)	$200.00 one time charge per System Site
2. Cable User Date File (1 volume)	$50.00 one time charge per System Site

Renaissance Media MSO Set-Up Fees

1. Agent transfer fee for the existing CCS System Sites listed under Exhibit A-1) - $32,500.00.
2. One-time set-up fee (to set-up a new system number for Renaissance Media) - $1,000.00.

2. CSG VANTAGE(TM) - (Schedule C)

One Time Start-up Fee: The initial Vantage start-up fee for the Existing CCS System Sites listed under Exhibit A-l is included in the BSC. Any additional System Sites brought under this Agreement will be charged a start-up fee of $15,000 per each System Site.

Monthly Subscriber Fee: Included in Basic Subscriber Charge (BSC)

Includes daily database updates, installation and training services and ongoing support.

- System CPU allotment - 2.0 CPU minutes per 1,000 basic subscribers per System per month (30 User limit).
- Division office allotment - 1.0 CPU minutes per 2,000 basic subscribers per month (2 User limit).

Systems Integration and Support Fee:

Services are provided at CSG's Standard Price List

- Certifying non-certified hardware/software environment
- Troubleshooting existing hardware/software environment (first hour is free for Designated Environments)
- On-site support as requested by customer
- All maintenance and support fees are subject to an annual increase in accordance with the CPI Index for Urban Wage Earners.

Ancillary Services:

Training;

Services are provided at CSG's Standard Price List

Static Database:

- One Time Set-up Fee: $5,000
- Monthly Load Fee: $500/data base
- Monthly Disk Storage: $100/gigabyte (minimum of $50 per month)

Monetary Transactions (Customer may store between one and six months of data):

- One Time Set-up Fee: $5,000
- Monthly Processing Fee: $0.001 per sub, $100 minimum
- Monthly Disk Storage: $100/gigabyte (minimum of $50 per month)

Additional Work Order History:

- One Time Set-up Fee: $5,000
- Monthly Processing Fee: $10 for each month beyond two years for each database
- Monthly Disk Storage: $100/gigabyte (minimum of $50 per month)

Scheduling Calendar:

- One Time Set-up Fee: $5,000
- Monthly Processing Fee: $10 for each monthly schedule stored
- Monthly Disk Storage: $100/gigabyte (minimum of $50 per month)

Query Development:

Services are provided at CSG's Standard Price List

- $150/hour

Additional CPU usage: $35 per minute

Output Charges: Per agreement

Third Party Software:

Is not incorporated and a separate purchase order shall be executed for third party software at CSG's Standard Price List.

Forest & Trees	$795.00/workstation
Forest & Trees Annual Maintenance	$199.00/workstation
Oracle7 Client for Windows and License Fee	$450.00/workstation

$85.00/annual maintenance/workstation

NOTE:
- ----
. CSG will store up to 13 months of Customer's financial data and up to 24 months of Customer's work order data in the CSG Vantage database for so long as Customer pays the Fees and Charges for Vantage.

Training:
- --------
Services are provided at CSG's Standard Price List

. Basic Vantage training at a regularly scheduled Omaha training class, as space permits. This will be allocated at one (1) class for up to two (2) people for the first $2,000 (or portion of) of the "Monthly Subscriber Fee" for Vantage. For each additional $2,000 (or portion of) of the "Monthly Subscriber Fee", one (1) additional person may attend the training class.

. Basic Vantage training at a scheduled regional training class, as space permits. This will be allocated at one (1) class for up to two (2) people for the first $2,000 (or portion of) of the "Monthly Subscriber Fee" for Vantage. For each additional $2,000 (or portion of) of the "Monthly Subscriber Fee", one (1) additional person may attend the training class.

. Basic Vantage training at a customer requested time and/or location is available on at the rate of $1250.00/day plus Reimbursable Expenses for up to eight (8) students.

. Vantage documentation when it is provided outside of classroom instruction. $250/set, or, "CSGs then current rate".

3. CCS PRINT AND MAIL SERVICES FEES (Schedule G)

ITEM/DESCRIPTION	PRICE
I. ESP Processing Fees - Legacy Statement Upgrade	
A. First Physical Page, Duplexed (Front & Back), Black & White Print Only, Generic Paper and Forms	
1. Generic Format	$0.035 per statement
2. Data Warehouse Format	$0.040 per statement
3. CCS ACSR/Telephony Format	Quote
4. Custom Format	Quote
B. Additional Physical Pages, Duplexed (Front & Back), Black & White Print Only*	
1. Statement	$0.030 per physical page
2. Ad Page/Coupon Page**	$0.06 per physical page
C. Start Up Fees	$750.00 minimum based on level of modification
D. CD-ROM Archival (only available for ESP statements) standard turn around	$.012 per Data Frame plus postage
1. Duplicate CD-ROM (price each)	$90.00
E. ESP Development and Programming	$150.00 per hour/minimum per day
F. Special Request Build Fee	$1500.00 per build, per System Site
G. ESP Deconversion Fee	Quote
H. File transfer through ESP for statement creation off-site	Quote per statement page
I. Statement Extract Fee	$0.050 per statement per month
II. Postage Fees (Refer to Schedule G, Item 2)	
Cost plus Mail Preparation Fee	Postage plus $0.0325 per Statement per Mailing
III. Print and Mail Ancillary Service Fees	
A. One-Time Start-Up Fee Per System Site	
1. Generic Statement	Quote based on level of modification
2. Custom Statement	Quote
3. Interface Development	Quote
B. Past Due Notices (excludes postage)	
1. Generic, per notice	$0.0795
2. Generic, with bold lettering, per notice	$0.091
3. Custom, per notice	Quote
C. Computer Letters (excludes postage)	
1. Generic, per letter	$0.1325
2. Custom, per letter	Quote

NOTE: * An additional physical page means text items, such as billing details or system-generated statement messages that overflow onto an additional physical page with no more graphics than those graphics tied to messages via the statement message module and no programmer intervention. The page may include static company information, such as, policies and procedures, payment locations, franchise authorities, etc. Only graphics from the ESP graphics library may be used on the additional physical page. Set-up and changes to this page are billed at the ESP Development and Programming Fee.

** An ad page/coupon page means targeted messages, coupons or advertisements using text, graphics and coupon borders generated on an additional physical page. No reverses or dark photos may be used, only gray scale graphics. This page may be duplexed, but only text may be printed on the back side. The conditional logic for this page can be by zip code or franchise. Set-up and changes to this page are billed at the ESP Development and Programming Fee.

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ITEM DESCRIPTION	PRICE
D. Delinquency Labels	
1. Spooled to site	$0.0053 per label
2. Printed 4-up labels	$0.0143 per label
3. Printed Cheshire labels	$0.0127 per label
4. Printed LAB labels	$0.0127 per label
5. Reports ($100.00 minimum charge)	$10.00 per report, per site
E. Development and Programming	$150.00 per hour/minimum per day
F. Special Request Build Fee	$1500.00 per build, per System Site
G. Paper, Envelope, Supply Purchasing	Quote
H. Inserts	
1. Printing Services	
a. Marketing/ad inserts	Quote
b. Other communication	Quote
2. Processing (maximum of 5 inserts per statement) Two (2) inserts per subscriber statement mailed per month is included in the BSC.	$0.0100 per insert
3. Late insert notification	$150.00 per version per site
4. Late arrival of inserts	$150.00 per version per site
5. Holds or notification of insufficient inserts	$200.00
6. Returns to customer (handling fee)	$25.00 (Shipping costs passed to customer)
I. Deconversion Fee	Quote
J. Set Up Charge	
1. Cycle size per System Site less than 550 statements	$50.00 per cycle per System Site
2. Cycle size per Systems Site equal to or greater than 550 statements and less 3,000 statements	$15.00 per cycle per System Site
3. Cycle size per System Site equal to or greater than 3,000 statements	No Charge per cycle per System Site
Set Up Charge	The set up fee will not be charged to newly converted System Sites until the System Site cycle spreads or five (5) months after the conversion date, whichever occurs first.
Postage	Postage costs incurred in the delivery of ancillary services to the customer will be treated as a pass-through cost and charged to the customer.

Note:

- One (1) page Standard Legacy Statement (generic paper and format) is included in the BSC. All additional pages are $0.03 per page per statement.
- Generic carrier and return envelope is included in the BSC.

4. TECHNICAL SERVICES - (Schedule B)

Fees vary depending on the project. See the respective Statement of Work.

Standard Hourly Rates for Consultants are as follows:

Associate	$100.00 per hour	minimum of $ 800.00 per day
Consultant	$125.00 per hour	minimum of $1,000.00 per day
Senior Consultant	$150.00 per hour	minimum of $1,200.00 per day
Principal	$175.00 per hour	minimum of $1,400.00 per day
Project Manager	$200.00 per hour	minimum of $1,600.00 per day
Director	$250.00 per hour	minimum of $2,000.00 per day
Vice President	$300.00 per hour	minimum of $2,400.00 per day

Services are provided at CSG's Standard Price List

5. DATA COMMUNICATIONS:

Included in the BSC are monthly communication line costs only for the six (6) existing CCS System Sites listed under Exhibit A-1 equivalent to $985.00 per site or one (1) P-P 9.6 KBPS/SNA line. Customer is responsible for installation charges, the incremental cost of communication line upgrades, and for remote site communications costs for the six (6) existing CCS System Sites listed under Exhibit A-1 and for installation, monthly costs and remote site communications costs for any additional sites brought under this Agreement for the fees set forth in this Section 5.

SNA DATA COMMUNICATION SERVICES - (Without DBAN)

NUMBER OF DEVICES*	MAXIMUM PRINTERS SUPPORTED **	CIRCUIT SPEED/ Without DBAN (M-P = Multiple Locations per Circuit) (P-P = Dedicated Circuit per Location)	INSTALLATION CHARGE	MONTHLY CHARGE****
1-4***	1-480 CPS	M-P 4.8 KBPS / SNA	$1,800	$411
10-35	1-475 LMP 1-480 CPS	P-P 9.6 KBPS / SNA	$1,800	$985
35-75	1-600 LPM 1-475 LPM	P-P 19.2 KBPS / SNA	$1,800	$1,380
76-160	2-600 LPM 2-475 LPM	P-P 56 KBPS / SNA	$1,800	$2,400

NOTE:

* DEVICES equals terminals, printers, addressable, ARU, and ANI connections.
Requires 3174-91R controller or SNA gateway.
Printers just being used for screen print are counted as devices but are not included here.

** Requires IBM 3174 controller or SNA gateway.

*** Printers just being used for screen print are counted as devices but are not included here.

**** Includes all modems and maintenance fees for installations and centralized help desk in the Continental U.S. For point-to-point circuits running at 9.6 KBPS, 19.2 KBPS, and 56 KBPS dial-back-up capability price $65.00 per month, one time installation $175.00. Each site must supply two business lines to connect to the dial-back-up modem. In addition, Customer will pay any usage charges incurred. This capability backs up only the circuit, does not support modems or node. 56 KBPS/SNA circuit is required for each server running to ACSR software.

If Customer requests to add DBAN to an existing circuit, the additional fee is a one time charge of $175.00 for 9.6 and 19.2KBPS circuits plus $90.00 per month. Customers are responsible for having two (2) Full Business Lines (FBL) installed to support their DBAN on the 9.6 and 19.2 line speeds. The Customer is responsible for any installation fees and monthly recurring fees. For a 56 KBPS circuit Customer the additional fee is a one time charge of $350.00 plus $200.00 per month.

When DBAN is activated, Customer will incur long distance expenses while operating on the back up lines.

Locations outside the Continental U.S. can be supported by dedicated circuits, and will be subject to the following monthly surcharges: submissions of special bid from CSG's Network Provider. Alaska-$1,320 (Circuit); N/A (Dial-Back-Up).Hawaii-$1,875 (Circuit); $50 (Dial-Back-Up).Puerto Rico-$1,200 (Circuit); $50 (Dial-Back-Up)

The fees listed above are subject to change without notice.
Customer will incur order processing and telco expenses for any order cancelled.

#3284
3/24/98

SNA DATA COMMUNICATION SERVICES - (with DBAN)

NUMBER OF DEVICES*	MAXIMUM PRINTERS SUPPORTED**	CIRCUIT SPEED/With DBAN (P-P= Dedicated Circuit per Location)	INSTALLATION CHARGE	MONTHLY CHARGE****
1-35***	1-475 LPM 1-480 CPS	P-P 9.6 KBPS/SNA	$1,800	$1,075
35-75	1-600 LPM 1-475 LPM	P-P 19.2 KBPS/SNA	$1,800	$1,370
76-160	2-600 LPM 2-475 LPM	P-P 56 KBPS Fan Out/SNA	$1,800	$2,400

NOTE:

* DEVICES equals terminals, printers, addressable, ARU, and ANI connections

** Requires IBM 3174 controller or SNA gateway

*** Printers just being used for screen print are counted as devices but are not included here.

**** Includes all modems and maintenance fees for installations and centralized help desk in the Continental U.S. For point-to-point circuits running at 9.6 KBPS; 19.2 KBPS; and 56 KBPS.

Customers are responsible for having two (2) Full Business Lines (FBL) installed to support their DBAN on the 9.6 and 19.2 line speeds. The Customer is responsible for any installation fees and monthly recurring fees.

When DBAN is activated, Customer will incur long distance expenses while operating on the back up lines.

Locations outside the Continental U.S. can be supported by dedicated circuits, and will be subject to submissions of special bid from CSG's Network Provider.

The fees listed above are subject to change without notice. Customer will incur order processing and telco expenses for any order cancelled.

MULTI-PROTOCOL CONNECTIONS
DATA COMMUNICATIONS PRICING
HOST SERVER REQUIRED AT CUSTOMER LOCATION

DUAL ROUTER NETWORKS

CIRCUIT SPEED (P-P = Dedicated Circuit per Location	INSTALLATION CHARGE	MONTHLY CHARGE* Primary and Secondary (cost per circuit)
56 KBPS	$1,200.00	$1,100.00
128 KPBS	$1,800.00	$3,120.00
256 KBPS	$1,800.00	$3,360.00
512 KBPS	$1,800.00	$4,320.00
1,544 MBPS	$1,800.00	$5,220.00

SINGLE ROUTER NETWORKS
(SECOND CIRCUIT IS AVAILABLE EQUAL TO THE PRIMARY CIRCUIT)

CIRCUIT SPEED (P-P=Dedicated Circuit per Location)	INSTALLATION CHARGE	MONTHLY CHARGE* Primary Circuit	CHARGE Second Circuit
56 KBPS	$1,200.00	$1,100.00	$840.00
128 KBPS	$1,800.00	$3,120.00	$2,760.00
256 KBPS	$1,800.00	$3,360.00	$2,880.00
512 KBPS	$1,800.00	$4,320.00	$3,480.00
1,544 MBPS	$1,800.00	$5,220.00	$4,080.00

NOTE:
Token ring or SDLC adapter card can be installed in any of the above configurations
Token Ring Card is $120.00 per month
SDLC Adapter Card/SNA Support is $220.00 per month

All IP connections require a back up connection as reviewed with CSG's Engineer. Includes all modems and maintenance fees for installations and centralized help desk in the Continental U.S. Each site must supply one business line for dial access into the router.

Locations outside the Continental U.S. can be supported by dedicated circuits, and will be subject to submissions of special bid from CSG's Network Provider.

The fees listed above are subject to change without notice.
Customer will incur order processing and telco expenses for any order cancelled.

NETWORK SERVICES - TIMELINES AND PRICING

TYPE OF SERVICE	# OF WORK DAYS (Mon - Fri excluding holidays)	PRICING
SNA Circuit installations Multi-Protocol (MPN) Circuit installations	35 work days from entry into CSG's order process system. Entry into the system can take 2 -5 days after the physical site information (complete address, technical contact and phone number) is verified. 40 work days from entry into CSG's order process system after design review of your network configuration which can take 7 - 10 days.	per Customer contract
Circuit expedites (SNA circuits only - -- multi-protocol circuits can not be expedited)	25 work days (no guarantee on meeting requested deliver date)	$1000 Processing fee, plus installation and monthly line fees.
Change circuit speed (upgrades from 4.8 to 9.6, 9.6 bridged to 9.6 point to point, and from 19.2 to 56k are not included because a new circuit is required) 9.6 point to point to 14.4 or 19.2 (only requires a modem change	35 work days	$100 processing fee/plus installation cost and monthly line fees
Disconnect circuit (Can not be expedited)	30 work days	$300
On-Prem move	20 work days	$25 plus telco charges
Off-Prem move Disruptive Non-disruptive (New Start Up) Note: New Start Up = new circuit- - -- refer to Customer contract pricing	25 work days 35 work days plus 2 - 5 days for verification of address, technical contact and phone number.	$250 plus telco charges
Dial Back up to an Alternate Node (DBAN) "SNA ONLY"	35 work days	$100 plus cost of new telco line*
Switched 56 Backup (56kbps only) "SNA ONLY"	35 work days	$100 plus cost of new telco line**
Passport	10 work days	$300 plus a one time $10 diskette charge***
NOTE: Expedites for the following services will incur an additional processing fee		$200 (expedite processing fee)
Access Changes (Region Change, Group ID Change, Sys/Prin Add/Delete)	5 work days	$200 per controller
Add Terminal Controller Unit (Add PU)	15 work days	$300
Change Terminal Controller Unit	15 work days	$300
Delete Terminal Controller Unit (Delete PU)	15 work days	No Charge to the Customer
Reconfigure Terminal Controller/Brixton (various order types/changes requires a reconfiguring of the controller/addressable device)	10 work days	$250

TYPE OF SERVICE	# OF WORK DAYS (Mon. - Fri. excluding holidays)	PRICING
Add R# (Remote Job Entry)	30 work days	$400 (first time setup)
Add R# - Change to existing setup	30 work days	$25 (change from existing setup)
Add Ports for terminals, printers, PC's and additional sessions	15 work days	$25 per port, $300 max/controller
Change ports	15 work days	$25 per port
Delete ports	15 work days	No Charge to the Customer
Re-installation of an addressable device (assumes device was previously disconnected by Customer)	10 work days (assumes all programming and connectivity remained unchanged)	$125 per hour (1 hour minimum)
Add Ports for addressable devices	20 work days	per contract exhibit
Change ports for addressable devices	20 work days	per contract exhibit
Add PU for addressable devices	20 work days	per contract exhibit

* Customer will incur reoccurring monthly charges plus usage rate (Customer responsible for providing 2 full business lines)

** IBM Global provides switch backup link

*** client will incur hourly usage rate

Equipment Installation Outside Normal Work Hours

- Technicians are available for over-the-phone equipment installation during the hours of 5:00 AM and 9:00 PM CST Monday through Friday at no additional charge to the customer. If a customer prefers to have a device installed outside the established work hours, on a weekend, or a holiday --- the customer will be billed at a rate of $125 per hour (1 hour minimum) for technical assistance

Technical and Engineering Services/Support - CSG charges for consulting

services, non-standard installation services and technical assistance on customer owned/leased equipment or customer local/wide area networks)

- Technical onsite visit is $1200 per day (8 hour day) plus travel and related expenses
- Consulting Services via phone is $125 per hour (1 hour minimum)

Direct Connect Into The CSG Millenium Center

Installation Fee:	$30,000.00
Monthly Recurring:	$7,500.00

CSG Direct Connect:

If a customer chooses to do a direct connect into the CSG Denver facility, there are charges associated with this connection. CSG has equipment in place to isolate our customers from one another and to provide a firewall to the mainframe services CSG offers.

CSG customers are responsible for there own circuit(s) into the facility as well as any equipment associated with that circuit, including the DSU(s) and router(s). CSG would then provide a "subnet" into our Cisco router equipment. Mainframe services are provided through our router equipment. The costs associated with this connectivity includes a one-time connect fee, and a monthly fee thereafter. All direct connections must be reviewed and approved by a CSG Engineer.

CSG's Direct Connect Services Include:

1. Cisco 7000 and Cisco 7206 Routers
   - CSG's access to the mainframe services
   - Redundant power supplies
   - Configured for "Hot Standby" to provide redundancy and reliability
   - Covered by Cisco on a 7/24 maintenance agreement
   - Includes base unit
   - Includes the cards necessary to supply the ports for our customers
2. Managed Hubs
   - Necessary to provide a "subnet" for each customer on a private dedicated segment of the routers
3. Cabinets
   - Provide the necessary rack space to "cleanly" mount all equipment
4. Facility Floor Space
   - A temperature controlled, UPS'd facility for all customer equipment
5. Mainframe TIC Connection
   - CSG pays a cost associated with our connection to the mainframe
6. Remote Monitoring
   - Tools to monitor the Cisco routers, Token Ring subnets, and Ethernet subnets
   - Tools to page an on-call engineer when a threshold has been exceeded
   - Tools to do packet level analysis
   - Tools to perform utilization/trending analysis
7. Network Engineer
   - To support CSG's direct connect equipment
   - Does NOT provide coverage for the customer's equipment

The fees listed above are subject to change without notice.
Customer will incur order processing and telco expenses for any order cancelled.

6. EQUIPMENT PRICING
- --------------------
Provided at CSG's then current rates.

Agreed and accepted this 28 day of March, 1998, by:

CGS SYSTEMS, INC. ("CSG") Renaissance Media LLC ("Customer")

By: [ILLEGIBLE SIGNATURE] By: [ILLEGIBLE SIGNATURE]
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Note: Any other fees and charges for any CSG Product or Service provided or licensed to Customer and not listed above shall be set forth in the subsequently executed Schedule for such Product or Service. Fees for CSG Product or Service not purchased by Customer at time of Agreement Execution Date are subject to change without notice.

Customer is responsible for obtaining and installation of all computer hardware, software, peripherals and necessary communications facilities, including, but not limited to printers, servers, power supply, workstations, printers, concentrators, communications equipment and routers (the "Required Equipment") which are necessary in order for the Customer to utilized the Services and Products as defined in the Master Agreement. Customer shall be responsible for the Required Equipment, including, but not limited to the costs of procuring, installing, bar coding hardware/software, operating and maintaining such Required equipment unless otherwise noted in the Customer's Master Agreement.

[STAMP OF CSG SYSTEMS INC.
LAW DEPARTMENT APPEARS HERE]

SCHEDULE G

PRINT AND MAIL SERVICES

1. Services. Subject to the terms and conditions of the Master Agreement and for the fees set forth in Schedule F, CSG will provide to Customer, and Customer will purchase from CSG, all of Customer's requirements for the Print and Mail Services set forth in this Schedule G for all of Customer's subscriber accounts.

2. Postage. CSG agrees to purchase the postage required to mail statements to Customer's subscribers ("Subscriber Statements"), notification letters generated by CSG, past due notices and other materials mailed by CSG on behalf of Customer. Customer shall reimburse CSG for all postage expenses incurred in the performance of the Print and Mail Services as follows:

(a) Customer shall reimburse CSG for all postage expenses incurred in the performance of the Print and Mail Services based on the then current first class postal rate for each item of first class mail processed by CSG on behalf of Customer less an amount equal to the then current presort credit rate for each item of first class mail which qualifies for the discount rate. This qualification rate will be based on the monthly rate of all of CSG's mailings which are produced at the same CSG facility that qualify for the presort credit rare, or

(b) If Customer gives CSG ninety (90) days written notice of its intent to reimburse CSG for postage expense as set forth in this Section 2(b), Customer shall reimburse CSG for all postage expenses incurred in the performance of the Print and Mail Services based on the fees set forth in Schedule F. Once Customer gives CSG notice that it wishes to use this Section 2(b) as its postage reimbursement option, Customer may modify the method of postage expense reimbursement and reimburse CSG pursuant to Section 2(a) above or any other method.

3. Communications Services. CSG shall provide, at Customer's expense, a data communications line from the CSG data processing center to each of Customer's system site locations identified in Exhibit G-l attached hereto (the "System Sites"). Customer shall pay all fees and charges incurred by CSG in connection with the installation and use of and peripheral equipment related to the data communications line in accordance with the fees described in Schedule F attached hereto. Customer shall electronically transmit all data to CSG in a format approved by CSG. Customer shall, at its expense, obtain all software and equipment necessary for the transmission of data to CSG, and Customer shall be responsible for retransmission of data if any errors occur during transmission.

4. Ancillary Services. At Customer's request, CSG shall provide the ancillary services described in Schedule F attached hereto (the "Ancillary Services") at the rates described in Schedule F.

5. Enhanced Statement Presentation Services. For the fees set forth in Schedule F, CSG shall develop a customized billing statement (the "ESP Statement") for Customer's subscribers utilizing CSG's enhanced statement presentation services. Customer agrees that CSG's enhanced statement presentation services shall be Customer's sole and exclusive method of mailing Subscriber Statements. The ESP Statements may include CSG's or Customer's intellectual property. "Customer's Intellectual Property" means the trademarks, service marks, other indicia of origin, copyrighted material and art work owned or licensed by Customer that CSG may use in connection with designing, producing and mailing ESP Statements and performing its other obligations pursuant to this Agreement. "CSG Intellectual Property" means trademarks, service marks, other indicia of origin, copyrighted material and art work owned or licensed by CSG end maintained in CSG's public library that may be used in connection with designing, producing and mailing ESP Statements.

(a) Development and Production of ESP Statements. CSG will perform the design, development and programming services related to design and use of the ESP Statements (the "Work") and create the work product deliverables (the "Work Product") set forth in a separately executed and mutually agreed upon ESP Work Order (the "Work Order") by the completion date set forth on the Work Order. The ESP Statement will contain the Customer and CSG Intellectual Property set forth on the Work Order. Customer shall pay CSG the Development Fee for the Work and the Work Product set forth on the Work Order upon acceptance of the ESP Statements in accordance with the Work Order. Except with respect to Customer's Intellectual Property, Customer agrees that the Work and Work Product shall be the sole and exclusive property of CSG. Customer shall have no proprietary interest in the Work Product or in CSG's billing and management information software and technology and agrees that the Work Product is not a work specially ordered and commissioned for use as a contribution to a collective work and is not a work made for hire pursuant to United States copyright law. After CSG has completed the Work and the Work Product, CSG will produce ESP Statements for Customer.

(b) Supplies. CSG will suggest and Customer will select the type and quality of the paper stock, carrier envelopes and remittance envelopes for the ESP Statements (the "Supplies"). CSG shall purchase Customer's requirements of Supplies necessary for production and mailing of the ESP Statements. CSG shall charge Customer the rates set forth in Schedule F for purchase of Supplies.

(c) Right of Customer's Intellectual Property. Customer provides to CSG a non-exclusive right to use all of Customer's Intellectual Property necessary to design, produce and mail the ESP Statements directly or indirectly. CSG shall have the right by notice to Customer to cease use of any of Customer's Intellectual Property on ESP Statements at any time. Customer represents and warrants that it owns or has licensed all Customer's Intellectual Property and has full power and authority to grant CSG the license set forth herein and that CSG's use of Customer's Intellectual Property on the ESP Statements will not constitute a misuse or infringement of the Customer's Intellectual Property or an infringement of the rights of any third party. Customer will use best efforts to maintain its rights to use and license Customer's Intellectual Property and will immediately advise CSG of the loss of Customer's right to use any Customer's Intellectual Property and will advise CSG of all copyright and other notices that must be used in connection with Customer's Intellectual Property and of any restrictions on use of Customer's Intellectual Property relevant to CSG's activities hereunder.

(d) Indemnification Relating to ESP Statements. Customer shall indemnify, defend and hold CSG harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto (including attorneys' fees), directly or indirectly resulting from Customer's breach of any representation or warranty under this Section 5, and the Work Product, except for those arising out of CSG Intellectual Property.

6. Per Cycle Minimum. As of the Commencement Date as defined in Section 9 below, for each month that this Agreement is in effect, Customer will maintain per each billing cycle a minimum of five hundred fifty (550) subscribers on the CSG System. Per System Site, Customer will have a minimum of four (4) cycles per month but no more than twenty-eight (28) cycles per month.

7. Discontinuance Fees. During the term of this Schedule G, each month Customer shall be responsible for paying CSG the actual Print and Mail Services fees incurred during such month. The parties have mutually agreed upon the fees for the Print and Mail Services to be provided hereunder based upon certain assumed volumes of processing activity, and the length of the term of Schedule G. Customer acknowledges and agrees that, without the certainty of revenue promised by the commitments set forth in this Schedule G, CSG would have been unwilling to provide the Print and Mail Services at the fees set forth in the Schedule F. Because of the difficulty in ascertaining CSG's actual damages for a termination or other breach of this Agreement (including, but not limited to, Schedule G) by Customer before the expiration of the then-current term with respect to one or more System Site, Customer agrees that, in addition to all other amounts then due and owing to CSG, Customer will pay to CSG (as a contract discontinuance fee and not as a penalty) an amount equal to fifty percent (50%) of Customer's average monthly invoice for Print and Mail Services during the three (3) months prior to any such termination or other breach by Customer, multiplied by the number of months remaining in the term of this Schedule G, had there been no breach or termination ("Discontinuance Fee"). Customer acknowledges and agrees that the Discontinuance Fee is a reasonable estimation of the actual damages which CSG would suffer if CSG were to fail to receive the amount of processing business contemplated by this Schedule G. Customer shall not be required to pay the Discontinuance Fee if CSG terminates this Schedule G other than as a result of Customer's breach of its obligations hereunder or if Customer terminates the Schedule G for a material, uncured breach by CSG.
- ----------

8. Deposit. At least seven (7) days prior to the Commencement Date of the Print and Mail Services set forth in Section 9 below, Customer shall pay CSG a security deposit (the "Deposit") for the payment of the expenses described in Sections 2 and 3 of this Schedule G (the "Disbursements"). The Deposit will equal the estimated amounts of Disbursements for one (1) month as determined by CSG based upon the project volume of applicable services to be performed monthly by CSG. If Customer incurs Disbursements greater than the Deposit for any month, Customer shall, within thirty (30) days of receipt of a request from CSG to increase the Deposit, pay CSG the additional amount to be added to the Deposit. If Customer fails to pay the additional amount requested within such 30-day period, CSG may terminate this Master Agreement as provided for in Section 16. Upon written request from Customer, CSG will return to Customer a portion of the Deposit if the Disbursements incurred by Customer on a monthly basis are less than the Deposit for three (3) consecutive months. In addition to the foregoing, CSG shall have the right to apply the Deposit to the payment of any invoice from CSG which remains unpaid during the term of this Agreement, and Customer agrees to replenish any such Deposit amount as set forth above. Any portion of the Deposit that remains after the payment of all amounts due to CSG following the

termination or

expiration of this Master Agreement will be returned to Customer. Customer shall not be entitled to receive interest on the Deposit while it is maintained by CSG.

9. Term. The first day of the calendar month in which the Print and Mail Services commence shall be referred to as the Commencement Date." Unless terminated pursuant to Section 16 of the Master Agreement, the Print and Mail Services shall continue for a period of six (6) years from the Commencement Date (the "Initial Term") and shall automatically be extended for additional one-year terms (the "Additional Terms") unless either party gives the other party at least six (6) months prior written notice of such party's intent not to extend.

Agreed and accepted this 28 day March, 1998, by:

CSG SYSTEMS, INC. ("CSG")	RENAISSANCE MEDIA LLC ("Customer")
By: /s/ [ILLEGIBLE SIGNATURE]	By: /s/ [ILLEGIBLE SIGNATURE]

Exhibit G-1.....SYSTEM SITES

CSG SYSTEMS INC.
Approved as
to form and
Legality

[INITIALS APPEAR HERE] 3-31-98

LAW DEPARTMENT

EXHIBIT G-1

System Sites

St. Landry, LA
Thibodeaux, LA
New Roads, LA
Slidell, LA
Jackson, TN
Picayune, MS
Ferndale, NY

SCHEDULE H

INCORPORATED THIRD PARTY SOFTWARE AND LICENSES
and
THIRD PARTY RIGHTS

ADDITIONAL TERMS AND CONDITIONS

A. INCORPORATED THIRD PARTY SOFTWARE

The following terms and conditions supplement, and where in conflict, supersede the terms and conditions contained in the Master Agreement, but solely with respect to the identified item of Incorporated Third Party Software.

1. WARRANTY.

a. Limited Warranty. CSG warrants that the Incorporated Third Party Software will conform with the applicable specifications contained in the documentation accompanying the Incorporated Third Party Software at the time of delivery, and perform substantially as described therein, for the period specified below:

Oracle (runtime license)	One year from the date on which the Oracle software is delivered by Oracle to CSG, or if no delivery is necessary, the effective date set forth on the order form for the Oracle software.

b. Remedies. In case of breach of warranty or any other duty related to the quality of the Incorporated Third Party Software as set forth in Section 1(a), CSG or its representative will correct or replace any defective item of Incorporated Third Party Software or, if not practicable, CSG will accept the return of the defective item of Incorporated Third Party Software and refund to Customer (i) the amount actually paid to CSG for the defective item of Incorporated Third Party Software, less amortization based on a five (5) year straight line amortization schedule. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and CSG's exclusive liability, for any breach of warranty or other duty related to the quality of the Incorporated Third Party Software.

c. Disclaimer. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CSG, ITS LICENSORS, AGENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) WHICH ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

2. INFRINGEMENT.

a. Indemnity. If an action is brought against Customer claiming that the Incorporated Third Party Software infringes a patent or copyright within the United States, CSG will, subject to this Section and Section 1/1 of the Master Agreement, defend Customer at CSG's expense and pay the damages and costs finally awarded against Customer in the infringement action, but only if (i) Customer notifies CSG promptly upon learning that the claim might be asserted, (ii) CSG or its licensor has sole control over the defense of the claim and any negotiation for its settlement or compromise and (iii) Customer takes no action that, in CSG's judgment, is contrary to CSG's or its licensor's interest.

b. Alternative Remedy. If a claim described in Section 2(a) may be or has been asserted, Customer will permit CSG, at CSG's option and expense, to (i) procure the right to continue using the Incorporated Third Party Software, (ii) replace or modify the Incorporated Third Party Software to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Specific item of Incorporated Third Party Software subject to the claim and

refund to Customer the amount actually paid to CSG for such item of Incorporated Third Party Software, less amortization based on a 5-year straight-line amortization schedule.

c. Limitation. CSG shall have no indemnity obligation to Customer under this Section if the infringement claim results from (i) a correction or modification of the Incorporated Third Party Software not provided by CSG, (ii) the failure to promptly install an Update or Enhancement or (iii) the combination of the Incorporated Third Party Software with other items not provided by CSG.

B. THIRD PARTY RIGHTS

Customer shall be entitled to the benefits of Section 11 of the Master Agreement, subject, however, to the following limitation:

CSG may provide Customer with Products, Incorporated Third Party Software and Services subject to patent or copyright licenses that third parties, including Ronald A. Katz Technology Licensing, L.P., have granted to CSG (the "Third PartyLicenses"). Customer acknowledges that Customer receives no express or implied license under the Third Party Licenses other than the right to use the Products, Incorporated Third Party Software and Services, as provided by CSG, in the cable system operator industry. Any modification of or addition to the Products, Incorporated Third Party Software or Services or combination with other software, hardware or services not made or provided by CSG is not licensed under the Third Party Rights, expressly or impliedly, and may subject Customer and any third party supplier or service provider to an infringement claim. Neither Customer nor any third party will have any express or implied rights under the Third Party Licenses with respect to (i) any software, hardware or services not provided by CSG or (ii) any product or service provided by Customer other than through the authorized use of the Products, Incorporated Third Party Software or Services as provided by CSG.

Agreed and accepted this 28 day of March, 1998, by:

CSG SYSTEMS, INC. ("CSG")	RENAISSANCE MEDIA LLC ("Customer")
By: /s/ [ILLEGIBLE SIGNATURE]	By: /s/ [ILLEGIBLE SIGNATURE]

CSG SYSTEMS INC.
Approved as
to form and
Legality

[INITIALS 3-31-98
APPEAR HERE]

LAW DEPARTMENT

EXHIBIT 10.6

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated April 9, 1998 between Renaissance Media LLC, a Delaware limited liability company (the "Company"), and Fred Schulte ("Executive").

WHEREAS the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS Executive desires to accept such employment and enter into such an Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated November 14, 1997 between Holdings and TWI Cable Inc., as amended or modified from time to time.

"Benchmarks" shall be deemed satisfied as of any given date if on such date the cumulative EBITDA of the Renaissance Group for the period commencing on the date hereof and ending at the end of the fiscal month most recently completed prior to such date is at least 95% of the cumulative EBITDA reflected in the Business Plan (it being understood that the cumulative EBITDA reflected in the Business Plan shall be pro rated for the portion of any fiscal year elapsed as of a given measurement date). The Benchmarks will be adjusted appropriately to the extent that the strategic plan of the Renaissance Group materially changes from the strategic plan in effect on the date hereof.

"Board" means the Board of Representatives of the Company.

"Business Plan" means the Renaissance Group's business plan attached hereto, as such business plan may be amended, supplemented or updated by the Renaissance Group from time to time (including without limitation any such amendment, supplement or update to reflect an acquisition of a Designated Cable System described in the definition of "Renaissance Group" below).

"Cause" means (i) Executive's willful and continued failure substantially to perform his duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or as a result of termination by Executive for Good Reason) which failure (if susceptible to cure) is not cured after reasonable notice, (ii) any willful act or omission by Executive constituting dishonesty, fraud or other malfeasance against the Company, (iii) Executive's conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business or (iv) breach by Executive of the restrictive covenants contained in Sections 9 and 10 of this Agreement.

"Designated Cable System" means any cable television system located in the United States or any business or person whose assets consist (either directly or through its subsidiaries) of any such cable television system.

"Designated Executives" means Fred Schulte, Michael J. Egan, Darlene Fedun, Mark Halpin, David L. Testa and Rodney Cornelius, collectively, and "Designated Executive" shall mean any of the foregoing.

"Disability" means either (i) disability as defined for purposes of the Company's disability benefit plan or (ii) Executive's inability, as result of physical or mental incapacity, to perform the duties of the position specified in Section 3 hereof for a period of six (6) consecutive months or for an aggregate of six months (6) in any twelve (12) consecutive month period.

"EBITDA" means, for any period, the net income of the Renaissance Group for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Renaissance Group for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Exclusivity Agreement" means the Exclusivity Agreement dated as of the date hereof among the MSCP Funds and the Designated Executives, as amended or modified from time to time.

"Good Reason" means:

(i) Removal from, or failure to be reappointed or reelected to, the position specified in Section 3 hereof (other than as a result of a promotion); provided that mere change of title shall not constitute

removal from or non-reappointment to such position as long as the new title is substantially equivalent and the position is otherwise not adversely affected.

(ii) Material diminution in Executive's title, position, duties or responsibilities, or the assignment to Executive of duties that are inconsistent, in a material respect, with the scope of duties and responsibilities associated with the position specified in Section 3 hereof.

(iii) Termination by the Company, other than for Cause, of any other Designated Executive of the Company (provided that this clause (iii) shall not constitute an event of Good Reason if either (x) at any time following the second anniversary of the date hereof, the Company has failed to achieve the Benchmarks at the time of such termination or (y) the Chief Executive Officer of the Company approves the termination of such other Designated Executive).

(iv) Reduction in Base Salary (as defined in Section 4 hereof) or bonus opportunity.

"Holdings" means Renaissance Media Holdings LLC.

"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings dated as of the date hereof by and among Holdings, the MSCP Funds, TWI Cable Inc., Executive and the other investors signatory thereto, as contemplated to be further amended and restated effective as of April 17, 1998 as the Second Amended Restated Limited Liability Company Agreement of Holdings by and among Holdings, MSCP Carry LLC, TWI Cable Carry LLC, Executive and the other investors signatory thereto, and as further amended or modified from time to time.

"MSCP Carry LLC Agreement" means the Limited Liability Company Agreement of MSCP Carry LLC dated as of the date hereof by and among the MSCP Funds, the individuals named therein and MSCP Carry LLC, as amended or modified from time to time.

"MSCP Funds" means Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P. and Morgan Stanley Capital Investors, L.P.

"Renaissance Group" means the Company and any Designated Cable System acquired by the MSCP Funds and the Designated Executives through an entity other than the Company or any of its subsidiaries.

"Severance Period" means any period of continued salary payments by the Company to Executive following the Date of Termination (as defined in Section 8(a) hereof).

"Systems" shall have the meaning set forth in the Asset Purchase Agreement.

"TWI Carry LLC Agreement" means the Limited Liability Company Agreement of TWI Cable Carry LLC dated as of the date hereof by and among TWI Cable Inc., the individuals named therein and TWI Cable Carry LLC, as amended or modified from time to time.

2. Term of Employment. (a) Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on the date hereof and ending on the fifth anniversary thereof or any extension thereof (such term of employment as it may be extended, the "Employment Term").

(b) Executive will agree, upon the request of the Company, to extend the term of employment hereunder for up to eighteen (18) months on the terms set forth herein during the period between the signing of definitive documentation relating to and closing of, and during any transition period related to, a sale of all or substantially all of the assets of (or equity interests in) the Company that is in process on last day of the Employment Term (the "Termination Date").

(c) Other than pursuant to Section 2(b) hereof, in which case no notice shall be required, the Company will notify Executive no later than one year prior to the Termination Date as to whether the Company desires to renew or extend the term of Executive's employment.

3. Position. (a) Executive shall serve as Chairman and Chief Executive Officer of the Company. In such position, Executive shall have the duties set forth in Appendix A and such additional duties and authority commensurate with such position as shall be determined from time to time by the Board consistent with the Company's objective as set forth in Section 2.03(b) of the Holdings LLC Agreement.

(b) During the Employment Term, Executive will devote substantially all of his business time and skill and knowledge to the performance of his duties hereunder, consistent with the Company's business plan and its strategic objectives, and subject to Section 3(c) hereof, will not engage in any other business, profession or occupation for compensation or otherwise which would conflict with the rendition of such services either directly or indirectly; provided

that Executive may participate in civic, charitable and other outside activities permitted with the consent of the Board, which consent shall not be unreasonably withheld.

(c) The Company acknowledges that, subject to the restrictions set forth in the Exclusivity Agreement, prior to the date of termination of employment with the Company, Executive may seek to manage or invest in cable television systems not owned by the Company. Executive may engage in such other transactions, subject always to a minimum commitment to the Company consistent with reasonable commercial efforts to perform the duties hereunder.

4. Base Salary. During the term of Executive's employment hereunder, the Company shall pay Executive an annual base salary (the "Base Salary") at the initial annual rate of $225,000, payable in regular installments in accordance with the Company's usual payment practices but no less frequently than monthly during the Employment Term. Executive's Base Salary shall be reviewed at least annually for increase in the reasonable discretion of the Board.

5. Bonus. Executive shall participate in the Renaissance Media LLC Annual Executive Bonus Plan attached as Exhibit A hereto (as such plan may be amended from time to time after the date hereof), and pursuant to such plan, will be eligible to receive a bonus on an annual basis (the "Bonus") for services rendered during each fiscal year within the Employment Term.

6. Employee Benefits. Executive shall participate in all employee benefits plans of the Company on the same basis as those benefits are generally made available from time to time to senior executives of the Company on a basis commensurate with Executive's position.

7. Business Expenses and Perquisites. Travel and other business expenses reasonably incurred by Executive in the performance of his or her duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination.

(a) For Cause by the Company. Executive's employment hereunder may be terminated by the Company for Cause in accordance with the provisions of this Section 8(a). If Executive is terminated for Cause, (i) Executive shall be entitled to receive (A) Base Salary through the date of termination of Executive's employment ("Date of Termination") and (B) any prior year Bonus earned but

not paid, and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(b) Disability or Death. Executive's employment hereunder shall terminate upon his death, and the Company shall have the right to terminate Executive's employment if Executive incurs a Disability.

Upon termination of Executive's employment hereunder by reason of either Disability or death, (i) Executive or his estate (as the case may be) shall be entitled to receive (A) Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives), and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(c) Without Cause by the Company; by Executive for Good Reason. If Executive's employment is terminated, (x) by the Company without Cause (other than by reason of Disability or death) or (y) by Executive for Good Reason (as defined below), Executive shall be entitled to the following benefits:

(i) The Company shall pay Executive (A) accrued unpaid Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives).

(ii) Executive shall continue to receive as severance ("Severance") for the remainder of the Employment Term (A) Base Salary at Executive's salary rate as of the Date of Termination, (B) Bonus in the same amount as paid for the year prior to the year in which the termination occurs and (C) welfare benefit continuation subject to mitigation if Executive is subsequently employed by another employer. Base Salary and Bonus will be payable in continued equal payments at least monthly for the remainder of the Employment Term. Notwithstanding the foregoing, other than for a termination by Executive on the grounds set forth in the definition of "Good

Reason", in lieu of the Severance described in the two preceding sentences, if either (i) at any time following the second anniversary of the date of this Agreement, the Company has failed to achieve the Benchmarks as of the Date of Termination or (ii) a majority of the Designated Executives who are employed by the Company at the Date of Termination approves the termination, Executive shall continue to receive Base Salary, Bonus and welfare benefit continuation on the same terms as described in the two preceding sentences for the lesser of (A) the remainder of the Employment Term and (B) two years following the Date of Termination.

(iii) Other than the benefits set forth in paragraphs (i) and (ii) of this Section 8(c), the Company and its affiliates will have no further obligations hereunder with respect to Executive following the Date of Termination, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(d) Termination by Executive other than with Good Reason. If Executive terminates his employment with the Company other than with Good Reason, Executive shall be entitled to the same payments he would have received if his employment had been terminated by the Company for Cause.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(g) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Competition. (a) Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its affiliates and accordingly agrees that, in consideration of this Agreement, the rights hereunder, and any payments hereunder, from the date hereof until the earlier of (i) the last day of the Employment Term, (ii) the last day of any Severance Period and (iii) two years following Executive's Date of Termination (the "Non-Compete Term"), Executive will not, subject to Section 3(c) hereof, directly or indirectly engage in the operation of any cable television system or any other line of business in place at the Systems as of the Date of Termination within one hundred miles of any geographic area where the Company or its affiliates operate a cable system as of the Date of Termination during the Non-Compete Term, whether such engagement is as an officer, director, proprietor, employee, partner, investor

(other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, sales representative or other participant; provided, however, that, during the Non-Compete Term, Executive will not be prohibited from engaging in any activity in which Executive may engage while employed by the Company pursuant to the terms of the Exclusivity Agreement.

Notwithstanding any provision of this Agreement to the contrary, from and after any breach by Executive of the provisions of this Section 9(a), the Company shall cease to have any obligations to make payments to Executive under this Agreement, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement and the TWI Carry LLC Agreement.

(b) For a period of two years following the Date of Termination, Executive will not directly or indirectly induce any employee or client of the Company or any of its affiliates to engage in any activity in which Executive is prohibited from engaging by Section 9(a) hereof or to terminate his or her client or employment relationship, as applicable, with the Company or any of its affiliates, and will not directly or indirectly solicit the performance of services for any person who is a customer or client or former customer or client of the Company or any of its affiliates unless such person shall have ceased to have been a customer or client of the Company or any of its affiliates for a period of at least six (6) months.

(c) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality. Executive will not at any time (whether during or after his employment with the Company) disclose or use for his own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or

enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company, unless required to do so by applicable law or court order, subpoena or decree or otherwise required by law, with reasonable evidence of such determination promptly provided to the Company. The preceding sentence of this Section 10 shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of his employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries. Executive further agrees that he will not retain or use for his account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

11. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 9 and 10 hereof would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Continuation of Employment. Unless the parties otherwise agree in writing or the Agreement is extended pursuant to Section 2 hereof, continuation of Executive's employment with the Company after the expiration of the Employment Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and Executive's employment may thereafter be terminated at will by Executive or the Company.

13. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

(b) Entire Agreement/Amendments. This Agreement, the Holdings LLC Agreement and the Exclusivity Agreement contain the entire understanding of the parties with respect to the employment of Executive by the Company. There are

no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein or therein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Executive and shall be assignable by the Company only with the consent of Executive.

(f) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, including successors to all or substantially all of the business and/or assets of the Company, heirs, distributees, devisees and legatees.

(g) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the execution page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

(h) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

FRED SCHULTE

/s/ Fred Schulte

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

RENAISSANCE MEDIA LLC

By: /s/ Mark W. Halpin

Title: Executive Vice President

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

Duties and Responsibilities of Executive

- Chairman and Chief Executive Officer
- Member, Board of Representatives of the Company
- Overall management of day-to-day operations of the Company and its subsidiaries
- Participation in strategic planning
- Acquisitions

EXHIBIT 10.7

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated April 9, 1998 between Renaissance Media LLC, a Delaware limited liability company (the "Company"), and Rodney Cornelius ("Executive").

WHEREAS the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS Executive desires to accept such employment and enter into such an Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated November 14, 1997 between Holdings and TWI Cable Inc., as amended or modified from time to time.

"Benchmarks" shall be deemed satisfied as of any given date if on such date the cumulative EBITDA of the Renaissance Group for the period commencing on the date hereof and ending at the end of the fiscal month most recently completed prior to such date is at least 95% of the cumulative EBITDA reflected in the Business Plan (it being understood that the cumulative EBITDA reflected in the Business Plan shall be pro rated for the portion of any fiscal year elapsed as of a given measurement date). The Benchmarks will be adjusted appropriately to the extent that the strategic plan of the Renaissance Group materially changes from the strategic plan in effect on the date hereof.

"Board" means the Board of Representatives of the Company.

"Business Plan" means the Renaissance Group's business plan attached hereto, as such business plan may be amended, supplemented or updated by the Renaissance Group from time to time (including without limitation any such amendment, supplement or update to reflect an acquisition of a Designated Cable System described in the definition of "Renaissance Group" below).

"Cause" means (i) Executive's willful and continued failure substantially to perform his duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or as a result of termination by Executive for Good Reason) which failure (if susceptible to cure) is not cured after reasonable notice, (ii) any willful act or omission by Executive constituting dishonesty, fraud or other malfeasance against the Company, (iii) Executive's conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business or (iv) breach by Executive of the restrictive covenants contained in Sections 9 and 10 of this Agreement.

"Designated Cable System" means any cable television system located in the United States or any business or person whose assets consist (either directly or through its subsidiaries) of any such cable television system.

"Designated Executives" means Fred Schulte, Michael J. Egan, Darlene Fedun, Mark Halpin, David L. Testa and Executive, collectively, and "Designated Executive" shall mean any of the foregoing.

"Disability" means either (i) disability as defined for purposes of the Company's disability benefit plan or (ii) Executive's inability, as result of physical or mental incapacity, to perform the duties of the position specified in Section 3 hereof for a period of six (6) consecutive months or for an aggregate of six months (6) in any twelve (12) consecutive month period.

"EBITDA" means, for any period, the net income of the Renaissance Group for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Renaissance Group for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Exclusivity Agreement" means the Exclusivity Agreement dated as of the date hereof among the MSCP Funds and the Designated Executives , as amended or modified from time to time.

"Good Reason" means:

(i) Removal from, or failure to be reappointed or reelected to, the position specified in Section 3 hereof (other than as a result of a promotion); provided that mere change of title shall not constitute

removal from or non-reappointment to such position as long as the new title is substantially equivalent and the position is otherwise not adversely affected.

(ii) Material diminution in Executive's title, position, duties or responsibilities, or the assignment to Executive of duties that are inconsistent, in a material respect, with the scope of duties and responsibilities associated with the position specified in Section 3 hereof.

(iii) Termination by the Company, other than for Cause, of any other Designated Executive of the Company (provided that this clause (iii) shall not constitute an event of Good Reason if either (x) at any time following the second anniversary of the date hereof, the Company has failed to achieve the Benchmarks at the time of such termination or (y) the Chief Executive Officer of the Company approves the termination of such other Designated Executive).

(iv) Reduction in Base Salary (as defined in Section 4 hereof) or bonus opportunity.

"Holdings" means Renaissance Media Holdings LLC.

"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement dated as of the date hereof by and among Holdings, the MSCP Funds, TWI Cable Inc., Executive and the other investors signatory thereto as contemplated to be further amended and restated effective April 17, 1998 as the Second Amended and Restated Limited Liability Company Agreement by and among Holdings, MSCP Carry LLC, TWI Cable Carry LLC, Executive and the other investors signatory thereto, as further amended or modified from time to time.

"MSCP Carry LLC Agreement" means the Limited Liability Company Agreement of MSCP Carry LLC dated as of the date hereof by and among the MSCP Funds, the individuals named therein and MSCP Carry LLC, as amended or modified from time to time.

"MSCP Funds" means Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P. and Morgan Stanley Capital Investors, L.P.

"Renaissance Group" means the Company and any Designated Cable System acquired by the MSCP Funds and the Designated Executives through an entity other than the Company or any of its subsidiaries.

"Severance Period" means any period of continued salary payments by the Company to Executive following the Date of Termination (as defined in Section 8(a) hereof).

"Systems" shall have the meaning set forth in the Asset Purchase Agreement.

"TWI Carry LLC Agreement" means the Limited Liability Company Agreement of TWI Cable Carry LLC dated as of the date hereof by and among TWI Cable Inc., the individuals named therein and TWI Cable Carry LLC, as amended or modified from time to time.

2. Term of Employment. (a) Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on the date hereof and ending on the first anniversary thereof or any extension thereof (such term of employment as it may be extended, the "Employment Term").

(b) Executive will agree, upon the request of the Company, to extend the term of employment hereunder for up to six (6) months on the terms set forth herein during the period between the signing of definitive documentation relating to and closing of, and during any transition period related to, a sale of all or substantially all of the assets of (or equity interests in) the Company that is in process on last day of the Employment Term (the "Termination Date").

(c) Other than pursuant to Section 2(b) hereof, in which case no notice shall be required, the Company will notify Executive no later than thirty (30) days prior to the Termination Date as to whether the Company desires to renew or extend the term of Executive's employment.

3. Position. (a) Executive shall serve as Vice Chairman of the Company. In such position, Executive shall have the duties set forth in Appendix A and such additional duties and authority commensurate with such position as shall be determined from time to time by the Board consistent with the Company's objective as set forth in Section 2.03(b) of the Holdings LLC Agreement.

(b) During the Employment Term, Executive will devote his business time and skill and knowledge to the performance of his duties hereunder, consistent with the Company's business plan and its strategic objectives, and subject to Section 3(c) hereof, will not engage in any other business, profession or occupation for compensation or otherwise which would conflict with the rendition of such services either directly or indirectly; provided that Executive may

participate in civic, charitable and other outside activities permitted with the consent of the Board, which consent shall not be unreasonably withheld.

(c) The Company acknowledges that, subject to the restrictions set forth in the Exclusivity Agreement, prior to the date of termination of employment with the Company, Executive may seek to manage or invest in cable television systems not owned by the Company. Executive may engage in such other transactions, subject always to a minimum commitment to the Company consistent with reasonable commercial efforts to perform the duties hereunder.

4. Base Salary. During the term of Executive's employment hereunder, the Company shall pay Executive an annual base salary (the "Base Salary") at the initial annual rate of $225,000, payable in regular installments in accordance with the Company's usual payment practices but no less frequently than monthly during the Employment Term. Executive's Base Salary shall be reviewed at least annually for increase in the reasonable discretion of the Board.

5. Bonus. Executive shall participate in the Renaissance Media LLC Annual Executive Bonus Plan attached as Exhibit A hereto (as such plan may be amended from time to time after the date hereof), and pursuant to such plan, will be eligible to receive a bonus on an annual basis (the "Bonus") for services rendered during each fiscal year within the Employment Term.

6. Employee Benefits. Executive shall participate in all employee benefits plans of the Company on the same basis as those benefits are generally made available from time to time to senior executives of the Company on a basis commensurate with Executive's position.

7. Business Expenses and Perquisites. Travel and other business expenses reasonably incurred by Executive in the performance of his or her duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination.

(a) For Cause by the Company. Executive's employment hereunder may be terminated by the Company for Cause in accordance with the provisions of this Section 8(a). If Executive is terminated for Cause, (i) Executive shall be entitled to receive (A) Base Salary through the date of termination of Executive's employment ("Date of Termination") and (B) any prior year Bonus earned but not paid, and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of

Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(b) Disability or Death. Executive's employment hereunder shall terminate upon his death, and the Company shall have the right to terminate Executive's employment if Executive incurs a Disability.

Upon termination of Executive's employment hereunder by reason of either Disability or death, (i) Executive or his estate (as the case may be) shall be entitled to receive (A) Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives), and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(c) Without Cause by the Company; by Executive for Good Reason. If Executive's employment is terminated, (x) by the Company without Cause (other than by reason of Disability or death) or (y) by Executive for Good Reason (as defined below), Executive shall be entitled to the following benefits:

(i) The Company shall pay Executive (A) accrued unpaid Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives).

(ii) Executive shall continue to receive as severance ("Severance") for a period of one year following the Date of Termination (A) Base Salary at Executive's salary rate as of the Date of Termination, (B) Bonus in the same amount as paid for the year prior to the year in which the termination occurs and (C) welfare benefit continuation subject to mitigation if Executive is subsequently employed by another employer. Base Salary and Bonus will be payable in continued equal payments at least monthly for the Severance Period.

(iii) Other than the benefits set forth in paragraphs (i) and (ii) of this Section 8(c), the Company and its affiliates will have no further obligations hereunder with respect to Executive following the Date of Termination, it

being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(d) Termination by Executive other than with Good Reason. If Executive terminates his employment with the Company other than with Good Reason, Executive shall be entitled to the same payments he would have received if his employment had been terminated by the Company for Cause.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(g) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Competition. (a) Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its affiliates and accordingly agrees that, in consideration of this Agreement, the rights hereunder, and any payments hereunder, from the date hereof until the earlier of (i) the last day of the Employment Term, (ii) the last day of any Severance Period and (iii) two years following Executive's Date of Termination (the "Non-Compete Term"), Executive will not, subject to Section 3(c) hereof, directly or indirectly engage in the operation of any cable television system or any other line of business in place at the Systems as of the Date of Termination within one hundred miles of any geographic area where the Company or its affiliates operate a cable system as of the Date of Termination during the Non-Compete Term, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, sales representative or other participant; provided, however, that, during the Non-Compete Term, Executive will not be prohibited from engaging in any activity in which Executive may engage while employed by the Company pursuant to the terms of the Exclusivity Agreement. Notwithstanding the foregoing, in no case shall the Non-Compete Term extend less than one year following Executive's Date of Termination.

Notwithstanding any provision of this Agreement to the contrary, from and after any breach by Executive of the provisions of this Section 9(a), the Company shall cease to have any obligations to make payments to Executive under this Agreement, it being understood, however, that nothing contained in this

Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(b) For a period of two years following the Date of Termination, Executive will not directly or indirectly induce any employee or client of the Company or any of its affiliates to engage in any activity in which Executive is prohibited from engaging by Section 9(a) hereof or to terminate his or her client or employment relationship, as applicable, with the Company or any of its affiliates, and will not directly or indirectly solicit the performance of services for any person who is a customer or client or former customer or client of the Company or any of its affiliates unless such person shall have ceased to have been a customer or client of the Company or any of its affiliates for a period of at least six (6) months.

(c) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality. Executive will not at any time (whether during or after his employment with the Company) disclose or use for his own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company, unless required to do so by applicable law or court order, subpoena or decree or otherwise required by law, with reasonable evidence of such determination promptly provided to the Company. The preceding sentence of this Section 10 shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of

his employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries. Executive further agrees that he will not retain or use for his account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

11. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 9 and 10 hereof would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Continuation of Employment. Unless the parties otherwise agree in writing or the Agreement is extended pursuant to Section 2 hereof, continuation of Executive's employment with the Company after the expiration of the Employment Agreement shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and Executive's employment may thereafter be terminated at will by Executive or the Company.

13. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

(b) Entire Agreement/Amendments. This Agreement, the Holdings LLC Agreement and the Exclusivity Agreement contain the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein or therein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Executive and shall be assignable by the Company only with the consent of Executive.

(f) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, including successors to all or substantially all of the business and/or assets of the Company, heirs, distributees, devisees and legatees.

(g) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the execution page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

(h) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

Rodney Cornelius

/s/ Rodney Cornelius

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

RENAISSANCE MEDIA LLC

By: /s/ Mark W. Halpin

Title: Executive Vice President

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

Appendix A

Duties and Responsibilities of Executive

- Vice Chairman
- Member, Board of Representatives of the Company
- Participation in strategic planning
- Development of business opportunities and acquisitions

EXHIBIT 10.8

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated April 9, 1998 between Renaissance Media LLC, a Delaware limited liability company (the "Company"), and Michael J. Egan ("Executive").

WHEREAS the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS Executive desires to accept such employment and enter into such an Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated November 14, 1997 between Holdings and TWI Cable Inc., as amended or modified from time to time.

"Benchmarks" shall be deemed satisfied as of any given date if on such date the cumulative EBITDA of the Renaissance Group for the period commencing on the date hereof and ending at the end of the fiscal month most recently completed prior to such date is at least 95% of the cumulative EBITDA reflected in the Business Plan (it being understood that the cumulative EBITDA reflected in the Business Plan shall be pro rated for the portion of any fiscal year elapsed as of a given measurement date). The Benchmarks will be adjusted appropriately to the extent that the strategic plan of the Renaissance Group materially changes from the strategic plan in effect on the date hereof.

"Board" means the Board of Representatives of the Company.

"Business Plan" means the Renaissance Group's business plan attached hereto, as such business plan may be amended, supplemented or updated by the Renaissance Group from time to time (including without limitation any such amendment, supplement or update to reflect an acquisition of a Designated Cable System described in the definition of "Renaissance Group" below).

"Cause" means (i) Executive's willful and continued failure substantially to perform his duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or as a result of termination by Executive for Good Reason) which failure (if susceptible to cure) is not cured after reasonable notice, (ii) any willful act or omission by Executive constituting dishonesty, fraud or other malfeasance against the Company, (iii) Executive's conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business or (iv) breach by Executive of the restrictive covenants contained in Sections 9 and 10 of this Agreement.

"Designated Cable System" means any cable television system located in the United States or any business or person whose assets consist (either directly or through its subsidiaries) of any such cable television system.

"Designated Executives" means Fred Schulte, Michael J. Egan, Darlene Fedun, Mark Halpin, David L. Testa and Rodney Cornelius, collectively, and "Designated Executive" shall mean any of the foregoing.

"Disability" means either (i) disability as defined for purposes of the Company's disability benefit plan or (ii) Executive's inability, as result of physical or mental incapacity, to perform the duties of the position specified in Section 3 hereof for a period of six (6) consecutive months or for an aggregate of six months (6) in any twelve (12) consecutive month period.

"EBITDA" means, for any period, the net income of the Renaissance Group for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Renaissance Group for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Exclusivity Agreement" means the Exclusivity Agreement dated as of the date hereof among the MSCP Funds and the Designated Executives, as amended or modified from time to time.

"Good Reason" means:

(i) Removal from, or failure to be reappointed or reelected to, the position specified in Section 3 hereof (other than as a result of a promotion); provided that mere change of title shall not constitute

removal from or non-reappointment to such position as long as the new title is substantially equivalent and the position is otherwise not adversely affected.

(ii) Material diminution in Executive's title, position, duties or responsibilities, or the assignment to Executive of duties that are inconsistent, in a material respect, with the scope of duties and responsibilities associated with the position specified in Section 3 hereof.

(iii) Termination by the Company, other than for Cause, of any other Designated Executive of the Company (provided that this clause (iii) shall not constitute an event of Good Reason if either (x) at any time following the second anniversary of the date hereof, the Company has failed to achieve the Benchmarks at the time of such termination or (y) the Chief Executive Officer of the Company approves the termination of such other Designated Executive).

(iv) Reduction in Base Salary (as defined in Section 4 hereof) or bonus opportunity.

"Holdings" means Renaissance Media Holdings LLC.

"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings dated as of the date hereof by and among Holdings, the MSCP Funds, TWI Cable Inc., Executive and the other investors signatory thereto, as contemplated to be further amended and restated effective as of April 17, 1998 as the Second Amended Restated Limited Liability Company Agreement of Holdings by and among Holdings, MSCP Carry LLC, TWI Cable Carry LLC, Executive and the other investors signatory thereto, and as further amended or modified from time to time.

"MSCP Carry LLC Agreement" means the Limited Liability Company Agreement of MSCP Carry LLC dated as of the date hereof by and among the MSCP Funds, the individuals named therein and MSCP Carry LLC, as amended or modified from time to time.

"MSCP Funds" means Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P. and Morgan Stanley Capital Investors, L.P.

"Renaissance Group" means the Company and any Designated Cable System acquired by the MSCP Funds and the Designated Executives through an entity other than the Company or any of its subsidiaries.

"Severance Period" means any period of continued salary payments by the Company to Executive following the Date of Termination (as defined in Section 8(a) hereof).

"Systems" shall have the meaning set forth in the Asset Purchase Agreement.

"TWI Carry LLC Agreement" means the Limited Liability Company Agreement of TWI Cable Carry LLC dated as of the date hereof by and among TWI Cable Inc., the individuals named therein and TWI Cable Carry LLC, as amended or modified from time to time.

2. Term of Employment. (a) Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on the date hereof and ending on the fifth anniversary thereof or any extension thereof (such term of employment as it may be extended, the "Employment Term").

(b) Executive will agree, upon the request of the Company, to extend the term of employment hereunder for up to eighteen (18) months on the terms set forth herein during the period between the signing of definitive documentation relating to and closing of, and during any transition period related to, a sale of all or substantially all of the assets of (or equity interests in) the Company that is in process on last day of the Employment Term (the "Termination Date").

(c) Other than pursuant to Section 2(b) hereof, in which case no notice shall be required, the Company will notify Executive no later than one year prior to the Termination Date as to whether the Company desires to renew or extend the term of Executive's employment.

3. Position. (a) Executive shall serve as an Executive Vice President of the Company. In such position, Executive shall have the duties set forth in Appendix A and such additional duties and authority commensurate with such position as shall be determined from time to time by the Board consistent with the Company's objective as set forth in Section 2.03(b) of the Holdings LLC Agreement.

(b) During the Employment Term, Executive will devote substantially all of his business time and skill and knowledge to the performance of his duties hereunder, consistent with the Company's business plan and its strategic objectives, and subject to Section 3(c) hereof, will not engage in any other business, profession or occupation for compensation or otherwise which would conflict with the rendition of such services either directly or indirectly; provided

that Executive may participate in civic, charitable and other outside activities permitted with the consent of the Board, which consent shall not be unreasonably withheld.

(c) The Company acknowledges that, subject to the restrictions set forth in the Exclusivity Agreement, prior to the date of termination of employment with the Company, Executive may seek to manage or invest in cable television systems not owned by the Company. Executive may engage in such other transactions, subject always to a minimum commitment to the Company consistent with reasonable commercial efforts to perform the duties hereunder.

4. Base Salary. During the term of Executive's employment hereunder, the Company shall pay Executive an annual base salary (the "Base Salary") at the initial annual rate of $175,000, payable in regular installments in accordance with the Company's usual payment practices but no less frequently than monthly during the Employment Term. Executive's Base Salary shall be reviewed at least annually for increase in the reasonable discretion of the Board. Notwithstanding the foregoing, at all times during the Employment Term, Executive's Base Salary shall be the same as each of the other Executive Vice Presidents of the Company.

5. Bonus. Executive shall participate in the Renaissance Media LLC Annual Executive Bonus Plan attached as Exhibit A hereto (as such plan may be amended from time to time after the date hereof), and pursuant to such plan, will be eligible to receive a bonus on an annual basis (the "Bonus") for services rendered during each fiscal year within the Employment Term.

6. Employee Benefits. Executive shall participate in all employee benefits plans of the Company on the same basis as those benefits are generally made available from time to time to senior executives of the Company on a basis commensurate with Executive's position.

7. Business Expenses and Perquisites. Travel and other business expenses reasonably incurred by Executive in the performance of his or her duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination.

(a) For Cause by the Company. Executive's employment hereunder may be terminated by the Company for Cause in accordance with the provisions of this Section 8(a). If Executive is terminated for Cause, (i) Executive shall be entitled to receive (A) Base Salary through the date of termination of Executive's employment ("Date of Termination") and (B) any prior year Bonus earned but

not paid, and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(b) Disability or Death. Executive's employment hereunder shall terminate upon his death, and the Company shall have the right to terminate Executive's employment if Executive incurs a Disability.

Upon termination of Executive's employment hereunder by reason of either Disability or death, (i) Executive or his estate (as the case may be) shall be entitled to receive (A) Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives), and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(c) Without Cause by the Company; by Executive for Good Reason. If Executive's employment is terminated, (x) by the Company without Cause (other than by reason of Disability or death) or (y) by Executive for Good Reason (as defined below), Executive shall be entitled to the following benefits:

(i) The Company shall pay Executive (A) accrued unpaid Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives).

(ii) Executive shall continue to receive as severance ("Severance") for the remainder of the Employment Term (A) Base Salary at Executive's salary rate as of the Date of Termination, (B) Bonus in the same amount as paid for the year prior to the year in which the termination occurs and (C) welfare benefit continuation subject to mitigation if Executive is subsequently employed by another employer. Base Salary and Bonus will be payable in continued equal payments at least monthly for the remainder of the Employment Term. Notwithstanding the foregoing, other than for a termination by Executive on the grounds set forth in the definition of "Good

Reason", in lieu of the Severance described in the two preceding sentences, if either (i) at any time following the second anniversary of the date of this Agreement, the Company has failed to achieve the Benchmarks as of the Date of Termination or (ii) a majority of the Designated Executives who are employed by the Company at the Date of Termination approves the termination, Executive shall continue to receive Base Salary, Bonus and welfare benefit continuation on the same terms as described in the two preceding sentences for the lesser of (A) the remainder of the Employment Term and (B) two years following the Date of Termination.

(iii) Other than the benefits set forth in paragraphs (i) and (ii) of this Section 8(c), the Company and its affiliates will have no further obligations hereunder with respect to Executive following the Date of Termination, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(d) Termination by Executive other than with Good Reason. If Executive terminates his employment with the Company other than with Good Reason, Executive shall be entitled to the same payments he would have received if his employment had been terminated by the Company for Cause.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(g) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Competition. (a) Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its affiliates and accordingly agrees that, in consideration of this Agreement, the rights hereunder, and any payments hereunder, from the date hereof until the earlier of (i) the last day of the Employment Term, (ii) the last day of any Severance Period and (iii) two years following Executive's Date of Termination (the "Non-Compete Term"), Executive will not, subject to Section 3(c) hereof, directly or indirectly engage in the operation of any cable television system or any other line of business in place at the Systems as of the Date of Termination within one hundred miles of any geographic area where the Company or its affiliates operate a cable system as of the Date of Termination during the Non-Compete Term, whether such engagement is as an officer, director, proprietor, employee, partner, investor

(other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, sales representative or other participant; provided, however, that, during the Non-Compete Term, Executive will not be prohibited from engaging in any activity in which Executive may engage while employed by the Company pursuant to the terms of the Exclusivity Agreement.

Notwithstanding any provision of this Agreement to the contrary, from and after any breach by Executive of the provisions of this Section 9(a), the Company shall cease to have any obligations to make payments to Executive under this Agreement, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement and the TWI Carry LLC Agreement.

(b) For a period of two years following the Date of Termination, Executive will not directly or indirectly induce any employee or client of the Company or any of its affiliates to engage in any activity in which Executive is prohibited from engaging by Section 9(a) hereof or to terminate his or her client or employment relationship, as applicable, with the Company or any of its affiliates, and will not directly or indirectly solicit the performance of services for any person who is a customer or client or former customer or client of the Company or any of its affiliates unless such person shall have ceased to have been a customer or client of the Company or any of its affiliates for a period of at least six (6) months.

(c) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality. Executive will not at any time (whether during or after his employment with the Company) disclose or use for his own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or

enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company, unless required to do so by applicable law or court order, subpoena or decree or otherwise required by law, with reasonable evidence of such determination promptly provided to the Company. The preceding sentence of this Section 10 shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of his employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries. Executive further agrees that he will not retain or use for his account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

11. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 9 and 10 hereof would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Continuation of Employment. Unless the parties otherwise agree in writing or the Agreement is extended pursuant to Section 2 hereof, continuation of Executive's employment with the Company after the expiration of the Employment Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and Executive's employment may thereafter be terminated at will by Executive or the Company.

13. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

(b) Entire Agreement/Amendments. This Agreement, the Holdings LLC Agreement and the Exclusivity Agreement contain the entire understanding of the parties with respect to the employment of Executive by the Company. There are

no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein or therein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Executive and shall be assignable by the Company only with the consent of Executive.

(f) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, including successors to all or substantially all of the business and/or assets of the Company, heirs, distributees, devisees and legatees.

(g) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the execution page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

(h) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

MICHAEL J. EGAN

/s/ Michael J. Egan

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

RENAISSANCE MEDIA LLC

By: /s/ Mark W. Halpin

Title: Executive Vice President

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

Appendix A

Duties and Responsibilities of Executive

- Executive Vice President
- Management of cable and broadcast programming functions and activities
- Management of advertising sales and pay per view activities
- Management of new product development
- Participation in strategic management of the Company
- Identification and development of business opportunities and acquisitions

EXHIBIT 10.9

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated April 9, 1998 between Renaissance Media LLC, a Delaware limited liability company (the "Company"), and Darlene Fedun ("Executive").

WHEREAS the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS Executive desires to accept such employment and enter into such an Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated November 14, 1997 between Holdings and TWI Cable Inc., as amended or modified from time to time.

"Benchmarks" shall be deemed satisfied as of any given date if on such date the cumulative EBITDA of the Renaissance Group for the period commencing on the date hereof and ending at the end of the fiscal month most recently completed prior to such date is at least 95% of the cumulative EBITDA reflected in the Business Plan (it being understood that the cumulative EBITDA reflected in the Business Plan shall be pro rated for the portion of any fiscal year elapsed as of a given measurement date). The Benchmarks will be adjusted appropriately to the extent that the strategic plan of the Renaissance Group materially changes from the strategic plan in effect on the date hereof.

"Board" means the Board of Representatives of the Company.

"Business Plan" means the Renaissance Group's business plan attached hereto, as such business plan may be amended, supplemented or updated by the Renaissance Group from time to time (including without limitation any such amendment, supplement or update to reflect an acquisition of a Designated Cable System described in the definition of "Renaissance Group" below).

"Cause" means (i) Executive's willful and continued failure substantially to perform her duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or as a result of termination by Executive for Good Reason) which failure (if susceptible to cure) is not cured after reasonable notice, (ii) any willful act or omission by Executive constituting dishonesty, fraud or other malfeasance against the Company, (iii) Executive's conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business or (iv) breach by Executive of the restrictive covenants contained in Sections 9 and 10 of this Agreement.

"Designated Cable System" means any cable television system located in the United States or any business or person whose assets consist (either directly or through its subsidiaries) of any such cable television system.

"Designated Executives" means Fred Schulte, Michael J. Egan, Darlene Fedun, Mark Halpin, David L. Testa and Rodney Cornelius, collectively, and "Designated Executive" shall mean any of the foregoing.

"Disability" means either (i) disability as defined for purposes of the Company's disability benefit plan or (ii) Executive's inability, as result of physical or mental incapacity, to perform the duties of the position specified in Section 3 hereof for a period of six (6) consecutive months or for an aggregate of six months (6) in any twelve (12) consecutive month period.

"EBITDA" means, for any period, the net income of the Renaissance Group for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Renaissance Group for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Exclusivity Agreement" means the Exclusivity Agreement dated as of the date hereof among the MSCP Funds and the Designated Executives, as amended or modified from time to time.

"Good Reason" means:

(i) Removal from, or failure to be reappointed or reelected to, the position specified in Section 3 hereof (other than as a result of a promotion); provided that mere change of title shall not constitute

removal from or non-reappointment to such position as long as the new title is substantially equivalent and the position is otherwise not adversely affected.

(ii) Material diminution in Executive's title, position, duties or responsibilities, or the assignment to Executive of duties that are inconsistent, in a material respect, with the scope of duties and responsibilities associated with the position specified in Section 3 hereof.

(iii) Termination by the Company, other than for Cause, of any other Designated Executive of the Company (provided that this clause (iii) shall not constitute an event of Good Reason if either (x) at any time following the second anniversary of the date hereof, the Company has failed to achieve the Benchmarks at the time of such termination or (y) the Chief Executive Officer of the Company approves the termination of such other Designated Executive).

(iv) Reduction in Base Salary (as defined in Section 4 hereof) or bonus opportunity.

"Holdings" means Renaissance Media Holdings LLC.

"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings dated as of the date hereof by and among Holdings, the MSCP Funds, TWI Cable Inc., Executive and the other investors signatory thereto, as contemplated to be further amended and restated effective as of April 17, 1998 as the Second Amended Restated Limited Liability Company Agreement of Holdings by and among Holdings, MSCP Carry LLC, TWI Cable Carry LLC, Executive and the other investors signatory thereto, and as further amended or modified from time to time.

"MSCP Carry LLC Agreement" means the Limited Liability Company Agreement of MSCP Carry LLC dated as of the date hereof by and among the MSCP Funds, the individuals named therein and MSCP Carry LLC, as amended or modified from time to time.

"MSCP Funds" means Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P. and Morgan Stanley Capital Investors, L.P.

"Renaissance Group" means the Company and any Designated Cable System acquired by the MSCP Funds and the Designated Executives through an entity other than the Company or any of its subsidiaries.

"Severance Period" means any period of continued salary payments by the Company to Executive following the Date of Termination (as defined in Section 8(a) hereof).

"Systems" shall have the meaning set forth in the Asset Purchase Agreement.

"TWI Carry LLC Agreement" means the Limited Liability Company Agreement of TWI Cable Carry LLC dated as of the date hereof by and among TWI Cable Inc., the individuals named therein and TWI Cable Carry LLC, as amended or modified from time to time.

2. Term of Employment. (a) Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on the date hereof and ending on the fifth anniversary thereof or any extension thereof (such term of employment as it may be extended, the "Employment Term").

(b) Executive will agree, upon the request of the Company, to extend the term of employment hereunder for up to eighteen (18) months on the terms set forth herein during the period between the signing of definitive documentation relating to and closing of, and during any transition period related to, a sale of all or substantially all of the assets of (or equity interests in) the Company that is in process on last day of the Employment Term (the "Termination Date").

(c) Other than pursuant to Section 2(b) hereof, in which case no notice shall be required, the Company will notify Executive no later than one year prior to the Termination Date as to whether the Company desires to renew or extend the term of Executive's employment.

3. Position. (a) Executive shall serve as an Executive Vice President of the Company. In such position, Executive shall have the duties set forth in Appendix A and such additional duties and authority commensurate with such position as shall be determined from time to time by the Board consistent with the Company's objective as set forth in Section 2.03(b) of the Holdings LLC Agreement.

(b) During the Employment Term, Executive will devote substantially all of her business time and skill and knowledge to the performance of her duties hereunder, consistent with the Company's business plan and its strategic objectives, and subject to Section 3(c) hereof, will not engage in any other business, profession or occupation for compensation or otherwise which would conflict with the rendition of such services either directly or indirectly; provided

that Executive may participate in civic, charitable and other outside activities permitted with the consent of the Board, which consent shall not be unreasonably withheld.

(c) The Company acknowledges that, subject to the restrictions set forth in the Exclusivity Agreement, prior to the date of termination of employment with the Company, Executive may seek to manage or invest in cable television systems not owned by the Company. Executive may engage in such other transactions, subject always to a minimum commitment to the Company consistent with reasonable commercial efforts to perform the duties hereunder.

4. Base Salary. During the term of Executive's employment hereunder, the Company shall pay Executive an annual base salary (the "Base Salary") at the initial annual rate of $175,000, payable in regular installments in accordance with the Company's usual payment practices but no less frequently than monthly during the Employment Term. Executive's Base Salary shall be reviewed at least annually for increase in the reasonable discretion of the Board. Notwithstanding the foregoing, at all times during the Employment Term, Executive's Base Salary shall be the same as each of the other Executive Vice Presidents of the Company.

5. Bonus. Executive shall participate in the Renaissance Media LLC Annual Executive Bonus Plan attached as Exhibit A hereto (as such plan may be amended from time to time after the date hereof), and pursuant to such plan, will be eligible to receive a bonus on an annual basis (the "Bonus") for services rendered during each fiscal year within the Employment Term.

6. Employee Benefits. Executive shall participate in all employee benefits plans of the Company on the same basis as those benefits are generally made available from time to time to senior executives of the Company on a basis commensurate with Executive's position.

7. Business Expenses and Perquisites. Travel and other business expenses reasonably incurred by Executive in the performance of her duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination.

(a) For Cause by the Company. Executive's employment hereunder may be terminated by the Company for Cause in accordance with the provisions of this Section 8(a). If Executive is terminated for Cause, (i) Executive shall be entitled to receive (A) Base Salary through the date of termination of Executive's employment ("Date of Termination") and (B) any prior year Bonus earned but

not paid, and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(b) Disability or Death. Executive's employment hereunder shall terminate upon her death, and the Company shall have the right to terminate Executive's employment if Executive incurs a Disability.

Upon termination of Executive's employment hereunder by reason of either Disability or death, (i) Executive or her estate (as the case may be) shall be entitled to receive (A) Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives), and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(c) Without Cause by the Company; by Executive for Good Reason. If Executive's employment is terminated, (x) by the Company without Cause (other than by reason of Disability or death) or (y) by Executive for Good Reason (as defined below), Executive shall be entitled to the following benefits:

(i) The Company shall pay Executive (A) accrued unpaid Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives).

(ii) Executive shall continue to receive as severance ("Severance") for the remainder of the Employment Term (A) Base Salary at Executive's salary rate as of the Date of Termination, (B) Bonus in the same amount as paid for the year prior to the year in which the termination occurs and (C) welfare benefit continuation subject to mitigation if Executive is subsequently employed by another employer. Base Salary and Bonus will be payable in continued equal payments at least monthly for the remainder of the Employment Term. Notwithstanding the foregoing, other than for a termination by Executive on the grounds set forth in the definition of "Good

Reason", in lieu of the Severance described in the two preceding sentences, if either (i) at any time following the second anniversary of the date of this Agreement, the Company has failed to achieve the Benchmarks as of the Date of Termination or (ii) a majority of the Designated Executives who are employed by the Company at the Date of Termination approves the termination, Executive shall continue to receive Base Salary, Bonus and welfare benefit continuation on the same terms as described in the two preceding sentences for the lesser of (A) the remainder of the Employment Term and (B) two years following the Date of Termination.

(iii) Other than the benefits set forth in paragraphs (i) and (ii) of this Section 8(c), the Company and its affiliates will have no further obligations hereunder with respect to Executive following the Date of Termination, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(d) Termination by Executive other than with Good Reason. If Executive terminates her employment with the Company other than with Good Reason, Executive shall be entitled to the same payments she would have received if her employment had been terminated by the Company for Cause.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(g) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Competition. (a) Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its affiliates and accordingly agrees that, in consideration of this Agreement, the rights hereunder, and any payments hereunder, from the date hereof until the earlier of (i) the last day of the Employment Term, (ii) the last day of any Severance Period and (iii) two years following Executive's Date of Termination (the "Non-Compete Term"), Executive will not, subject to Section 3(c) hereof, directly or indirectly engage in the operation of any cable television system or any other line of business in place at the Systems as of the Date of Termination within one hundred miles of any geographic area where the Company or its affiliates operate a cable system as of the Date of Termination during the Non-Compete Term, whether such engagement is as an officer, director, proprietor, employee, partner, investor

(other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, sales representative or other participant; provided, however, that, during the Non-Compete Term, Executive will not be prohibited from engaging in any activity in which Executive may engage while employed by the Company pursuant to the terms of the Exclusivity Agreement.

Notwithstanding any provision of this Agreement to the contrary, from and after any breach by Executive of the provisions of this Section 9(a), the Company shall cease to have any obligations to make payments to Executive under this Agreement, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement and the TWI Carry LLC Agreement.

(b) For a period of two years following the Date of Termination, Executive will not directly or indirectly induce any employee or client of the Company or any of its affiliates to engage in any activity in which Executive is prohibited from engaging by Section 9(a) hereof or to terminate her client or employment relationship, as applicable, with the Company or any of its affiliates, and will not directly or indirectly solicit the performance of services for any person who is a customer or client or former customer or client of the Company or any of its affiliates unless such person shall have ceased to have been a customer or client of the Company or any of its affiliates for a period of at least six (6) months.

(c) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality. Executive will not at any time (whether during or after her employment with the Company) disclose or use for her own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or

enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company, unless required to do so by applicable law or court order, subpoena or decree or otherwise required by law, with reasonable evidence of such determination promptly provided to the Company. The preceding sentence of this Section 10 shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of her employment with the Company for any reason, she will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that she may retain personal notes, notebooks and diaries. Executive further agrees that she will not retain or use for her account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

11. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 9 and 10 hereof would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Continuation of Employment. Unless the parties otherwise agree in writing or the Agreement is extended pursuant to Section 2 hereof, continuation of Executive's employment with the Company after the expiration of the Employment Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and Executive's employment may thereafter be terminated at will by Executive or the Company.

13. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

(b) Entire Agreement/Amendments. This Agreement, the Holdings LLC Agreement and the Exclusivity Agreement contain the entire understanding of the

parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein or therein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Executive and shall be assignable by the Company only with the consent of Executive.

(f) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, including successors to all or substantially all of the business and/or assets of the Company, heirs, distributees, devisees and legatees.

(g) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the execution page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

(h) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

DARLENE FEDUN

/s/ Darlene Fedun

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

RENAISSANCE MEDIA LLC

By: /s/ Fred Schulte

Title: Chief Executive Officer

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

Appendix A

Duties and Responsibilities of Executive

- Executive Vice President
- Directing all phases of sales and marketing, including all direct mail development, telemarketing, direct sales, pricing, packaging, and retention activities for the Company
- Management of customer service, billing and sales functions for all system operating units
- Participation in strategic management of the Company including pursuit of acquisitions
- Budget management, operations management, marketing and service management

EXHIBIT 10.10

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated April 9, 1998 between Renaissance Media LLC, a Delaware limited liability company (the "Company"), and Mark Halpin ("Executive").

WHEREAS the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS Executive desires to accept such employment and enter into such an Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated November 14, 1997 between Holdings and TWI Cable Inc., as amended or modified from time to time.

"Benchmarks" shall be deemed satisfied as of any given date if on such date the cumulative EBITDA of the Renaissance Group for the period commencing on the date hereof and ending at the end of the fiscal month most recently completed prior to such date is at least 95% of the cumulative EBITDA reflected in the Business Plan (it being understood that the cumulative EBITDA reflected in the Business Plan shall be pro rated for the portion of any fiscal year elapsed as of a given measurement date). The Benchmarks will be adjusted appropriately to the extent that the strategic plan of the Renaissance Group materially changes from the strategic plan in effect on the date hereof.

"Board" means the Board of Representatives of the Company.

"Business Plan" means the Renaissance Group's business plan attached hereto, as such business plan may be amended, supplemented or updated by the Renaissance Group from time to time (including without limitation any such amendment, supplement or update to reflect an acquisition of a Designated Cable System described in the definition of "Renaissance Group" below).

"Cause" means (i) Executive's willful and continued failure substantially to perform his duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or as a result of termination by Executive for Good Reason) which failure (if susceptible to cure) is not cured after reasonable notice, (ii) any willful act or omission by Executive constituting dishonesty, fraud or other malfeasance against the Company, (iii) Executive's conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business or (iv) breach by Executive of the restrictive covenants contained in Sections 9 and 10 of this Agreement.

"Designated Cable System" means any cable television system located in the United States or any business or person whose assets consist (either directly or through its subsidiaries) of any such cable television system.

"Designated Executives" means Fred Schulte, Michael J. Egan, Darlene Fedun, Mark Halpin, David L. Testa and Rodney Cornelius, collectively, and "Designated Executive" shall mean any of the foregoing.

"Disability" means either (i) disability as defined for purposes of the Company's disability benefit plan or (ii) Executive's inability, as result of physical or mental incapacity, to perform the duties of the position specified in Section 3 hereof for a period of six (6) consecutive months or for an aggregate of six months (6) in any twelve (12) consecutive month period.

"EBITDA" means, for any period, the net income of the Renaissance Group for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Renaissance Group for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Exclusivity Agreement" means the Exclusivity Agreement dated as of the date hereof among the MSCP Funds and the Designated Executives, as amended or modified from time to time.

"Good Reason" means:

(i) Removal from, or failure to be reappointed or reelected to, the position specified in Section 3 hereof (other than as a result of a promotion); provided that mere change of title shall not constitute removal from or non-reappointment to such position as long as the

new title is substantially equivalent and the position is otherwise not adversely affected.

(ii) Material diminution in Executive's title, position, duties or responsibilities, or the assignment to Executive of duties that are inconsistent, in a material respect, with the scope of duties and responsibilities associated with the position specified in Section 3 hereof.

(iii) Termination by the Company, other than for Cause, of any other Designated Executive of the Company (provided that this clause (iii) shall not constitute an event of Good Reason if either (x) at any time following the second anniversary of the date hereof, the Company has failed to achieve the Benchmarks at the time of such termination or (y) the Chief Executive Officer of the Company approves the termination of such other Designated Executive).

(iv) Reduction in Base Salary (as defined in Section 4 hereof) or bonus opportunity.

"Holdings" means Renaissance Media Holdings LLC.

"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings dated as of the date hereof by and among Holdings, the MSCP Funds, TWI Cable Inc., Executive and the other investors signatory thereto, as contemplated to be further amended and restated effective as of April 17, 1998 as the Second Amended Restated Limited Liability Company Agreement of Holdings by and among Holdings, MSCP Carry LLC, TWI Cable Carry LLC, Executive and the other investors signatory thereto, and as further amended or modified from time to time.

"MSCP Carry LLC Agreement" means the Limited Liability Company Agreement of MSCP Carry LLC dated as of the date hereof by and among the MSCP Funds, the individuals named therein and MSCP Carry LLC, as amended or modified from time to time.

"MSCP Funds" means Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P. and Morgan Stanley Capital Investors, L.P.

"Renaissance Group" means the Company and any Designated Cable System acquired by the MSCP Funds and the Designated Executives through an entity other than the Company or any of its subsidiaries.

"Severance Period" means any period of continued salary payments by the Company to Executive following the Date of Termination (as defined in Section 8(a) hereof).

"Systems" shall have the meaning set forth in the Asset Purchase Agreement.

"TWI Carry LLC Agreement" means the Limited Liability Company Agreement of TWI Cable Carry LLC dated as of the date hereof by and among TWI Cable Inc., the individuals named therein and TWI Cable Carry LLC, as amended or modified from time to time.

2. Term of Employment. (a) Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on the date hereof and ending on the fifth anniversary thereof or any extension thereof (such term of employment as it may be extended, the "Employment Term").

(b) Executive will agree, upon the request of the Company, to extend the term of employment hereunder for up to eighteen (18) months on the terms set forth herein during the period between the signing of definitive documentation relating to and closing of, and during any transition period related to, a sale of all or substantially all of the assets of (or equity interests in) the Company that is in process on last day of the Employment Term (the "Termination Date").

(c) Other than pursuant to Section 2(b) hereof, in which case no notice shall be required, the Company will notify Executive no later than one year prior to the Termination Date as to whether the Company desires to renew or extend the term of Executive's employment.

3. Position. (a) Executive shall serve as Chief Financial Officer and an Executive Vice President of the Company. In such position, Executive shall have the duties set forth in Appendix A and such additional duties and authority commensurate with such position as shall be determined from time to time by the Board consistent with the Company's objective as set forth in Section 2.03(b) of the Holdings LLC Agreement.

(b) During the Employment Term, Executive will devote substantially all of his business time and skill and knowledge to the performance of his duties hereunder, consistent with the Company's business plan and its strategic objectives, and subject to Section 3(c) hereof, will not engage in any other business, profession or occupation for compensation or otherwise which would conflict with the rendition of such services either directly or indirectly; provided that Executive may participate in civic, charitable and other outside activities

permitted with the consent of the Board, which consent shall not be unreasonably withheld.

(c) The Company acknowledges that, subject to the restrictions set forth in the Exclusivity Agreement, prior to the date of termination of employment with the Company, Executive may seek to manage or invest in cable television systems not owned by the Company. Executive may engage in such other transactions, subject always to a minimum commitment to the Company consistent with reasonable commercial efforts to perform the duties hereunder.

4. Base Salary. During the term of Executive's employment hereunder, the Company shall pay Executive an annual base salary (the "Base Salary") at the initial annual rate of $175,000, payable in regular installments in accordance with the Company's usual payment practices but no less frequently than monthly during the Employment Term. Executive's Base Salary shall be reviewed at least annually for increase in the reasonable discretion of the Board. Notwithstanding the foregoing, at all times during the Employment Term, Executive's Base Salary shall be the same as each of the other Executive Vice Presidents of the Company.

5. Bonus. Executive shall participate in the Renaissance Media LLC Annual Executive Bonus Plan attached as Exhibit A hereto (as such plan may be amended from time to time after the date hereof), and pursuant to such plan, will be eligible to receive a bonus on an annual basis (the "Bonus") for services rendered during each fiscal year within the Employment Term.

6. Employee Benefits. Executive shall participate in all employee benefits plans of the Company on the same basis as those benefits are generally made available from time to time to senior executives of the Company on a basis commensurate with Executive's position.

7. Business Expenses and Perquisites. Travel and other business expenses reasonably incurred by Executive in the performance of his or her duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination.

(a) For Cause by the Company. Executive's employment hereunder may be terminated by the Company for Cause in accordance with the provisions of this Section 8(a). If Executive is terminated for Cause, (i) Executive shall be entitled to receive (A) Base Salary through the date of termination of Executive's employment ("Date of Termination") and (B) any prior year Bonus earned but not paid, and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing

contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(b) Disability or Death. Executive's employment hereunder shall terminate upon his death, and the Company shall have the right to terminate Executive's employment if Executive incurs a Disability.

Upon termination of Executive's employment hereunder by reason of either Disability or death, (i) Executive or his estate (as the case may be) shall be entitled to receive (A) Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives), and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(c) Without Cause by the Company; by Executive for Good Reason. If Executive's employment is terminated, (x) by the Company without Cause (other than by reason of Disability or death) or (y) by Executive for Good Reason (as defined below), Executive shall be entitled to the following benefits:

(i) The Company shall pay Executive (A) accrued unpaid Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives).

(ii) Executive shall continue to receive as severance ("Severance") for the remainder of the Employment Term (A) Base Salary at Executive's salary rate as of the Date of Termination, (B) Bonus in the same amount as paid for the year prior to the year in which the termination occurs and (C) welfare benefit continuation subject to mitigation if Executive is subsequently employed by another employer. Base Salary and Bonus will be payable in continued equal payments at least monthly for the remainder of the Employment Term. Notwithstanding the foregoing, other than for a termination by Executive on the grounds set forth in the definition of "Good Reason", in lieu of the Severance described in the two preceding sentences, if either (i) at any time following the second anniversary of the date of this Agreement, the Company has failed to achieve the Benchmarks as of the Date

of Termination or (ii) a majority of the Designated Executives who are employed by the Company at the Date of Termination approves the termination, Executive shall continue to receive Base Salary, Bonus and welfare benefit continuation on the same terms as described in the two preceding sentences for the lesser of (A) the remainder of the Employment Term and (B) two years following the Date of Termination.

(iii) Other than the benefits set forth in paragraphs (i) and (ii) of this Section 8(c), the Company and its affiliates will have no further obligations hereunder with respect to Executive following the Date of Termination, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(d) Termination by Executive other than with Good Reason. If Executive terminates his employment with the Company other than with Good Reason, Executive shall be entitled to the same payments he would have received if his employment had been terminated by the Company for Cause.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(g) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Competition. (a) Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its affiliates and accordingly agrees that, in consideration of this Agreement, the rights hereunder, and any payments hereunder, from the date hereof until the earlier of (i) the last day of the Employment Term, (ii) the last day of any Severance Period and (iii) two years following Executive's Date of Termination (the "Non-Compete Term"), Executive will not, subject to Section 3(c) hereof, directly or indirectly engage in the operation of any cable television system or any other line of business in place at the Systems as of the Date of Termination within one hundred miles of any geographic area where the Company or its affiliates operate a cable system as of the Date of Termination during the Non-Compete Term, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, sales representative or other participant; provided, however, that, during the Non-Compete Term, Executive will not be prohibited from engaging in any activity in which Executive

may engage while employed by the Company pursuant to the terms of the Exclusivity Agreement.

Notwithstanding any provision of this Agreement to the contrary, from and after any breach by Executive of the provisions of this Section 9(a), the Company shall cease to have any obligations to make payments to Executive under this Agreement, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement and the TWI Carry LLC Agreement.

(b) For a period of two years following the Date of Termination, Executive will not directly or indirectly induce any employee or client of the Company or any of its affiliates to engage in any activity in which Executive is prohibited from engaging by Section 9(a) hereof or to terminate his or her client or employment relationship, as applicable, with the Company or any of its affiliates, and will not directly or indirectly solicit the performance of services for any person who is a customer or client or former customer or client of the Company or any of its affiliates unless such person shall have ceased to have been a customer or client of the Company or any of its affiliates for a period of at least six (6) months.

(c) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality. Executive will not at any time (whether during or after his employment with the Company) disclose or use for his own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of

the Company, unless required to do so by applicable law or court order, subpoena or decree or otherwise required by law, with reasonable evidence of such determination promptly provided to the Company. The preceding sentence of this Section 10 shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of his employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries. Executive further agrees that he will not retain or use for his account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

11. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 9 and 10 hereof would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Continuation of Employment. Unless the parties otherwise agree in writing or the Agreement is extended pursuant to Section 2 hereof, continuation of Executive's employment with the Company after the expiration of the Employment Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and Executive's employment may thereafter be terminated at will by Executive or the Company.

13. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

(b) Entire Agreement/Amendments. This Agreement, the Holdings LLC Agreement and the Exclusivity Agreement contain the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein or therein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Executive and shall be assignable by the Company only with the consent of Executive.

(f) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, including successors to all or substantially all of the business and/or assets of the Company, heirs, distributees, devisees and legatees.

(g) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the execution page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

(h) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

MARK HALPIN

/s/ Mark W. Halpin

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

RENAISSANCE MEDIA LLC

By: /s/ Fred Schulte

Title: Chief Executive Officer

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

Duties and Responsibilities of Executive

- Chief Financial Officer & Executive Vice President
- Member, Board of Representatives of the Company
- Management of lender reporting and relationships
- Management of accounting, payroll and human resources functions
- Management of audits and financial SEC reporting
- Development of business opportunities and acquisitions
- Participation in strategic management of the Company

EXHIBIT 10.11

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated April 9, 1998 between Renaissance Media LLC, a Delaware limited liability company (the "Company"), and David L. Testa ("Executive").

WHEREAS the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS Executive desires to accept such employment and enter into such an Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated November 14, 1997 between Holdings and TWI Cable Inc., as amended or modified from time to time.

"Benchmarks" shall be deemed satisfied as of any given date if on such date the cumulative EBITDA of the Renaissance Group for the period commencing on the date hereof and ending at the end of the fiscal month most recently completed prior to such date is at least 95% of the cumulative EBITDA reflected in the Business Plan (it being understood that the cumulative EBITDA reflected in the Business Plan shall be pro rated for the portion of any fiscal year elapsed as of a given measurement date). The Benchmarks will be adjusted appropriately to the extent that the strategic plan of the Renaissance Group materially changes from the strategic plan in effect on the date hereof.

"Board" means the Board of Representatives of the Company.

"Business Plan" means the Renaissance Group's business plan attached hereto, as such business plan may be amended, supplemented or updated by the Renaissance Group from time to time (including without limitation any such amendment, supplement or update to reflect an acquisition of a Designated Cable System described in the definition of "Renaissance Group" below).

"Cause" means (i) Executive's willful and continued failure substantially to perform his duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or as a result of termination by Executive for Good Reason) which failure (if susceptible to cure) is not cured after reasonable notice, (ii) any willful act or omission by Executive constituting dishonesty, fraud or other malfeasance against the Company, (iii) Executive's conviction of a felony under the laws of the United States or any state thereof or any other jurisdiction in which the Company conducts business or (iv) breach by Executive of the restrictive covenants contained in Sections 9 and 10 of this Agreement.

"Designated Cable System" means any cable television system located in the United States or any business or person whose assets consist (either directly or through its subsidiaries) of any such cable television system.

"Designated Executives" means Fred Schulte, Michael J. Egan, Darlene Fedun, Mark Halpin, David L. Testa and Rodney Cornelius, collectively, and "Designated Executive" shall mean any of the foregoing.

"Disability" means either (i) disability as defined for purposes of the Company's disability benefit plan or (ii) Executive's inability, as result of physical or mental incapacity, to perform the duties of the position specified in Section 3 hereof for a period of six (6) consecutive months or for an aggregate of six months (6) in any twelve (12) consecutive month period.

"EBITDA" means, for any period, the net income of the Renaissance Group for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Renaissance Group for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Exclusivity Agreement" means the Exclusivity Agreement dated as of the date hereof among the MSCP Funds and the Designated Executives, as amended or modified from time to time.

"Good Reason" means:

(i) Removal from, or failure to be reappointed or reelected to, the position specified in Section 3 hereof (other than as a result of a promotion); provided that mere change of title shall not constitute

removal from or non-reappointment to such position as long as the new title is substantially equivalent and the position is otherwise not adversely affected.

(ii) Material diminution in Executive's title, position, duties or responsibilities, or the assignment to Executive of duties that are inconsistent, in a material respect, with the scope of duties and responsibilities associated with the position specified in Section 3 hereof.

(iii) Termination by the Company, other than for Cause, of any other Designated Executive of the Company (provided that this clause (iii) shall not constitute an event of Good Reason if either (x) at any time following the second anniversary of the date hereof, the Company has failed to achieve the Benchmarks at the time of such termination or (y) the Chief Executive Officer of the Company approves the termination of such other Designated Executive).

(iv) Reduction in Base Salary (as defined in Section 4 hereof) or bonus opportunity.

"Holdings" means Renaissance Media Holdings LLC.

"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings dated as of the date hereof by and among Holdings, the MSCP Funds, TWI Cable Inc., Executive and the other investors signatory thereto, as contemplated to be further amended and restated effective as of April 17, 1998 as the Second Amended Restated Limited Liability Company Agreement of Holdings by and among Holdings, MSCP Carry LLC, TWI Cable Carry LLC, Executive and the other investors signatory thereto, and as further amended or modified from time to time.

"MSCP Carry LLC Agreement" means the Limited Liability Company Agreement of MSCP Carry LLC dated as of the date hereof by and among the MSCP Funds, the individuals named therein and MSCP Carry LLC, as amended or modified from time to time.

"MSCP Funds" means Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P. and Morgan Stanley Capital Investors, L.P.

"Renaissance Group" means the Company and any Designated Cable System acquired by the MSCP Funds and the Designated Executives through an entity other than the Company or any of its subsidiaries.

"Severance Period" means any period of continued salary payments by the Company to Executive following the Date of Termination (as defined in Section 8(a) hereof).

"Systems" shall have the meaning set forth in the Asset Purchase Agreement.

"TWI Carry LLC Agreement" means the Limited Liability Company Agreement of TWI Cable Carry LLC dated as of the date hereof by and among TWI Cable Inc., the individuals named therein and TWI Cable Carry LLC, as amended or modified from time to time.

2. Term of Employment. (a) Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on the date hereof and ending on the fifth anniversary thereof or any extension thereof (such term of employment as it may be extended, the "Employment Term").

(b) Executive will agree, upon the request of the Company, to extend the term of employment hereunder for up to eighteen (18) months on the terms set forth herein during the period between the signing of definitive documentation relating to and closing of, and during any transition period related to, a sale of all or substantially all of the assets of (or equity interests in) the Company that is in process on last day of the Employment Term (the "Termination Date").

(c) Other than pursuant to Section 2(b) hereof, in which case no notice shall be required, the Company will notify Executive no later than one year prior to the Termination Date as to whether the Company desires to renew or extend the term of Executive's employment.

3. Position. (a) Executive shall serve as an Executive Vice President of the Company. In such position, Executive shall have the duties set forth in Appendix A and such additional duties and authority commensurate with such position as shall be determined from time to time by the Board consistent with the Company's objective as set forth in Section 2.03(b) of the Holdings LLC Agreement.

(b) During the Employment Term, Executive will devote substantially all of his business time and skill and knowledge to the performance of his duties hereunder, consistent with the Company's business plan and its strategic objectives, and subject to Section 3(c) hereof, will not engage in any other business, profession or occupation for compensation or otherwise which would conflict with the rendition of such services either directly or indirectly; provided

that Executive may participate in civic, charitable and other outside activities permitted with the consent of the Board, which consent shall not be unreasonably withheld.

(c) The Company acknowledges that, subject to the restrictions set forth in the Exclusivity Agreement, prior to the date of termination of employment with the Company, Executive may seek to manage or invest in cable television systems not owned by the Company. Executive may engage in such other transactions, subject always to a minimum commitment to the Company consistent with reasonable commercial efforts to perform the duties hereunder.

4. Base Salary. During the term of Executive's employment hereunder, the Company shall pay Executive an annual base salary (the "Base Salary") at the initial annual rate of $175,000, payable in regular installments in accordance with the Company's usual payment practices but no less frequently than monthly during the Employment Term. Executive's Base Salary shall be reviewed at least annually for increase in the reasonable discretion of the Board. Notwithstanding the foregoing, at all times during the Employment Term, Executive's Base Salary shall be the same as each of the other Executive Vice Presidents of the Company.

5. Bonus. Executive shall participate in the Renaissance Media LLC Annual Executive Bonus Plan attached as Exhibit A hereto (as such plan may be amended from time to time after the date hereof), and pursuant to such plan, will be eligible to receive a bonus on an annual basis (the "Bonus") for services rendered during each fiscal year within the Employment Term.

6. Employee Benefits. Executive shall participate in all employee benefits plans of the Company on the same basis as those benefits are generally made available from time to time to senior executives of the Company on a basis commensurate with Executive's position.

7. Business Expenses and Perquisites. Travel and other business expenses reasonably incurred by Executive in the performance of his or her duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination.

(a) For Cause by the Company. Executive's employment hereunder may be terminated by the Company for Cause in accordance with the provisions of this Section 8(a). If Executive is terminated for Cause, (i) Executive shall be entitled to receive (A) Base Salary through the date of termination of Executive's employment ("Date of Termination") and (B) any prior year Bonus earned but

not paid, and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(b) Disability or Death. Executive's employment hereunder shall terminate upon his death, and the Company shall have the right to terminate Executive's employment if Executive incurs a Disability.

Upon termination of Executive's employment hereunder by reason of either Disability or death, (i) Executive or his estate (as the case may be) shall be entitled to receive (A) Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives), and (ii) the Company and its affiliates will have no further obligations with respect to Executive hereunder, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(c) Without Cause by the Company; by Executive for Good Reason. If Executive's employment is terminated, (x) by the Company without Cause (other than by reason of Disability or death) or (y) by Executive for Good Reason (as defined below), Executive shall be entitled to the following benefits:

(i) The Company shall pay Executive (A) accrued unpaid Base Salary through the Date of Termination, (B) any prior year Bonus earned but not paid and (C) pro rata Bonus for the year in which the termination occurs (to be determined in the same manner and paid at the same time as bonuses for other senior executives).

(ii) Executive shall continue to receive as severance ("Severance") for the remainder of the Employment Term (A) Base Salary at Executive's salary rate as of the Date of Termination, (B) Bonus in the same amount as paid for the year prior to the year in which the termination occurs and (C) welfare benefit continuation subject to mitigation if Executive is subsequently employed by another employer. Base Salary and Bonus will be payable in continued equal payments at least monthly for the remainder of the Employment Term. Notwithstanding the foregoing, other than for a termination by Executive on the grounds set forth in the definition of "Good

Reason", in lieu of the Severance described in the two preceding sentences, if either (i) at any time following the second anniversary of the date of this Agreement, the Company has failed to achieve the Benchmarks as of the Date of Termination or (ii) a majority of the Designated Executives who are employed by the Company at the Date of Termination approves the termination, Executive shall continue to receive Base Salary, Bonus and welfare benefit continuation on the same terms as described in the two preceding sentences for the lesser of (A) the remainder of the Employment Term and (B) two years following the Date of Termination.

(iii) Other than the benefits set forth in paragraphs (i) and (ii) of this Section 8(c), the Company and its affiliates will have no further obligations hereunder with respect to Executive following the Date of Termination, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement or the TWI Carry LLC Agreement.

(d) Termination by Executive other than with Good Reason. If Executive terminates his employment with the Company other than with Good Reason, Executive shall be entitled to the same payments he would have received if his employment had been terminated by the Company for Cause.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(g) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Competition. (a) Executive acknowledges and recognizes the highly competitive nature of the business of the Company and its affiliates and accordingly agrees that, in consideration of this Agreement, the rights hereunder, and any payments hereunder, from the date hereof until the earlier of (i) the last day of the Employment Term, (ii) the last day of any Severance Period and (iii) two years following Executive's Date of Termination (the "Non-Compete Term"), Executive will not, subject to Section 3(c) hereof, directly or indirectly engage in the operation of any cable television system or any other line of business in place at the Systems as of the Date of Termination within one hundred miles of any geographic area where the Company or its affiliates operate a cable system as of the Date of Termination during the Non-Compete Term, whether such engagement is as an officer, director, proprietor, employee, partner, investor

(other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, sales representative or other participant; provided, however, that, during the Non-Compete Term, Executive will not be prohibited from engaging in any activity in which Executive may engage while employed by the Company pursuant to the terms of the Exclusivity Agreement.

Notwithstanding any provision of this Agreement to the contrary, from and after any breach by Executive of the provisions of this Section 9(a), the Company shall cease to have any obligations to make payments to Executive under this Agreement, it being understood, however, that nothing contained in this Agreement shall in any manner affect the obligations of Holdings to Executive under the Holdings LLC Agreement or the rights of Executive under the MSCP Carry LLC Agreement and the TWI Carry LLC Agreement.

(b) For a period of two years following the Date of Termination, Executive will not directly or indirectly induce any employee or client of the Company or any of its affiliates to engage in any activity in which Executive is prohibited from engaging by Section 9(a) hereof or to terminate his or her client or employment relationship, as applicable, with the Company or any of its affiliates, and will not directly or indirectly solicit the performance of services for any person who is a customer or client or former customer or client of the Company or any of its affiliates unless such person shall have ceased to have been a customer or client of the Company or any of its affiliates for a period of at least six (6) months.

(c) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality. Executive will not at any time (whether during or after his employment with the Company) disclose or use for his own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or

enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company, unless required to do so by applicable law or court order, subpoena or decree or otherwise required by law, with reasonable evidence of such determination promptly provided to the Company. The preceding sentence of this Section 10 shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of his employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries. Executive further agrees that he will not retain or use for his account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

11. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 9 and 10 hereof would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Continuation of Employment. Unless the parties otherwise agree in writing or the Agreement is extended pursuant to Section 2 hereof, continuation of Executive's employment with the Company after the expiration of the Employment Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and Executive's employment may thereafter be terminated at will by Executive or the Company.

13. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

(b) Entire Agreement/Amendments. This Agreement, the Holdings LLC Agreement and the Exclusivity Agreement contain the entire understanding of the parties with respect to the employment of Executive by the Company. There are

no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein or therein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Executive and shall be assignable by the Company only with the consent of Executive.

(f) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, including successors to all or substantially all of the business and/or assets of the Company, heirs, distributees, devisees and legatees.

(g) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the execution page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

(h) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

DAVID L. TESTA

/s/ David L. Testa

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

RENAISSANCE MEDIA LLC

By: /s/ Fred Schulte

Title: Chief Executive Officer

Address: One Cablevision Center
Suite 100
Ferndale, NY 12734

Appendix A

Duties and Responsibilities of Executive

- Executive Vice President
- Management of relationships with local and federal franchising and licensing authorities
- Negotiations of franchise renewals and settlement of disputes
- Execution of franchise transfers in acquisitions and sales
- Management and execution of lobbying with respect to state and federal legislation
- Identification and development of business opportunities and acquisitions
- Participation in strategic and operational management of the Company

EXHIBIT 10.12

RENAISSANCE MEDIA LLC
ANNUAL EXECUTIVE BONUS INCENTIVE PLAN

1. Purpose. The purpose of the Renaissance Media LLC Annual Executive Bonus Incentive Plan (the "Plan") is to promote the profitability of Renaissance Media LLC (the "Company") by providing executive officers and other key employees of the Company with bonuses based upon the achievement of annual performance goals of the Company.

2. Definitions. For the purposes of the Plan, the following terms shall have the meanings indicated:

"Award Year" shall mean any fiscal year of the Company with respect to the Company's performance for which a Bonus may be granted.

"Base Salary" shall mean as to any Award Year, a Participant's annual salary rate.

"Board" shall mean the Board of Representatives of the Company.

"Bonus" shall mean the grant of a bonus to a Participant pursuant to the terms hereof.

"Budget" shall mean the annual budget of the Company for each Award Year, which shall be approved by the Board prior to the beginning of such Award Year.

"Chairman" shall mean the Chairman of the Committee.

"Committee" shall mean the Compensation Committee of the Board, which shall be composed of not less than three persons, and the Chairman of which shall be the Chairman of the Board, or if no such Compensation Committee shall have been established, the Board.

"Disability" shall mean, except as otherwise defined in a Participant's Employment Agreement, a Participant's becoming physically or mentally incapacitated and therefore unable for a period of six (6) consecutive months or for an aggregate of six (6) months in any twelve (12) consecutive month period to perform his or her duties to the Company.

"EBITDA" means, for any period, the net income of the Renaissance Group for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Renaissance Group for such period, (i) the aggregate amount of interest expense for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Employment Agreement" shall mean any employment agreement entered into between the Company and any Participant, as amended or modified from time to time.

"Holdings" shall mean Renaissance Media Holdings LLC.

"Holdings LLC Agreement" shall mean the Amended and Restated Limited Liability Company Agreement of Holdings dated as of the date hereof by and among Holdings, the MSCP Funds, TWI Cable Inc. and the other investors signatory thereto, as contemplated to be further amended and restated effective April 17, 1998 as the Second Amended and Restated Limited Liability Company Agreement of Holdings by and among Holdings, MSCP Carry LLC, TWI Cable Carry LLC and the other investors signatory thereto, as further amended or modified from time to time.

"Individual Performance" shall mean the performance of any Participant in any Award Year based upon reasonable criteria determined in the discretion of the Committee.

"Management Investors" shall have the meaning set forth in the Holdings LLC Agreement.

"Maximum Bonus Pool" shall mean an amount equal to forty percent (40%) of the aggregate amount of the Base Salaries of all Participants for such Award Year.

"MSCP Funds" shall mean Morgan Stanley Capital Partners III, L.P., MSCP III 892 Investors, L.P. and Morgan Stanley Capital Investors, L.P.

"Participant" shall mean a senior executive or other key employee of the Company selected by the Committee to participate in the Plan.

"Performance Goals" shall mean the levels of financial performance required to be achieved by the Company in an Award Year in order for Participants to earn a Bonus as determined by the Committee in accordance with Section 4 hereof. Such levels shall be determined based upon EBITDA calculated based on the Budget on a pro forma basis taking into account the payment of Bonuses in such Award Year. Notwithstanding anything in the Plan to the contrary, no Performance Goal shall be deemed achieved if its effect would be to compromise the quality of service provided by the Company or if it is accomplished in a manner which violates any policy of the Company, including without limitation, any legal or ethical compliance policy.

"Renaissance Group" means the Company and any cable television system located in the United States or any business or person whose assets consist (either directly or through its subsidiaries) of any such cable television system, in each case acquired by the MSCP Funds and the Management Investors through an entity other than the Company or any of its subsidiaries.

"Target Bonus Pool" shall mean an amount equal to twenty-five percent (25%) (or such greater percentage as the Committee may determine in its sole discretion) of the aggregate amount of the Base Salaries of all Participants for such Award Year.

"Units" shall have the meaning set forth in the Holdings LLC Agreement.

3. Administration. The Plan shall be administered by the Committee.

4. Eligibility for and Payment of Bonuses. (a) Subject to the provisions of the Plan and any Employment Agreement, in each Award Year the Committee may select the Participants with respect to such Award Year, and determine the Bonuses and the conditions under which such Bonuses may be earned.

(b) Bonuses that are earned with respect to each Award Year shall be paid to Participants in such amounts as are determined by the Committee, upon the recommendation of the Chairman, in accordance with Section 6 hereof and shall be paid by the end of February following such Award Year. Bonuses will be paid in cash or, at the option of the Participant subject to the consent of the Committee, in Units.

(c) Except as otherwise determined by the Committee or as provided for in any Employment Agreement, no portion of any Bonus may be earned unless a Participant is employed by the Company at the time of payment. In the event the employment of a Participant is terminated by reason of death, Disability or retirement prior to the payment of any Bonus, and subject to the terms of any

Employment Agreement, the Committee may provide in the exercise of its discretion that such Participant shall receive a prorated payout of the Bonus, payable at the time such payment would have been made in the absence of a termination of employment.

5. Annual Budget and Performance Goals. Prior to the beginning of each Award Year, the Company shall approve the Budget and the Committee shall establish Performance Goals with respect to such Award Year.

6. Amount of Awards. (a) If the Company attains the Performance Goals established by the Committee with respect to a given Award Year, subject to Individual Performance and in the discretion of the Committee, each Participant may receive a Bonus for such Award Year; provided that the Committee shall award Bonuses to the Participants in respect of such Award Year in an aggregate amount equal to (i) not less than 80% of the Target Bonus Pool for such Award Year and (ii) not more than such Target Bonus Pool, it being understood that (x) the Committee shall determine in its sole discretion the manner in which the Target Bonus Pool shall be allocated among such Participants and shall have no obligation to award a Bonus to any single Participant in respect of such Award Year and (y) assuming satisfactory Individual Performance, it is the expectation of the parties that 100% of the Target Bonus Pool will be allocated during such Award Year. Notwithstanding the foregoing, if the Company attains ninety-five percent (95%) of such Performance Goals, subject to Individual Performance and in the discretion of the Committee, each Participant may receive a Bonus of between 10% and 25% of the Base Salary of such Participant for such Award Year, in the discretion of the Committee.

(b) If the Company exceeds the Performance Goals established by the Committee with respect to a given Award Year, subject to Individual Performance and in the discretion of the Committee, in lieu of any Bonus awarded pursuant to Section 6(a), each Participant may receive a Bonus for such Award Year; provided that the Committee shall award Bonuses to the Participants in respect of such Award Year in an aggregate amount equal to (i) not less than 80% of the Target Bonus Pool for such Award Year and (ii) not more than such Maximum Bonus Pool, it being understood that (x) the Committee shall determine in its sole discretion the manner in which the Maximum Bonus Pool shall be allocated among such Participants and shall have no obligation to award a Bonus to any single Participant in respect of such Award Year and (y) assuming satisfactory Individual Performance, it is the expectation of the parties that 100% of the Maximum Bonus Pool will be allocated during such Award Year.

7. Adjustments. Neither the existence of the Plan nor any designations or Bonuses made under the Plan shall impair the right of the Company to, among

other things, conduct, make or effect any change in the Company's business, including any reorganization or other change in the structure of the Company's operations. In the event of such a change, the Committee shall make such adjustments, if any, as it deems reasonably appropriate and equitable in the Performance Goals relating to any Award Year then in progress; provided, however, that the Committee in no event may change the criteria upon which the Performance Goals are based to criteria which are not measures of the financial performance of the Company.

8. Amendment and Termination. The Company may terminate, amend or modify the Plan at any time in any respect it deems advisable; provided, however, that for a period of five years following the effective date of the Plan, the Company will not terminate, amend or modify the Plan without the consent of at least two-thirds of the Management Investors, which consent shall not be unreasonably withheld.

9. Payment of Withholding Tax. The Company may withhold from any payment to be made under the Plan any amount required, in the discretion of the Committee, to be withheld pursuant to any applicable law or regulation.

10. Right to Terminate Employment. Nothing contained in the Plan shall confer upon any person a right to be employed by or to continue in the employ of the Company, or interfere in any way with the right of the Company to terminate or modify the terms of the employment of a Participant in the Plan at any time, with or without cause.

11. Interpretation; Finality of Determinations. The Committee shall have full and complete authority to interpret and administer the Plan, and to adopt such rules and regulations and make all other determinations deemed necessary or desirable for the administration of the Plan in accordance with this document. Each determination, interpretation or other action made or taken pursuant to the provisions of the Plan by the Committee shall be binding and conclusive.

12. Headings. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Plan.

13. Governing Law. The Plan shall be governed by and construed in accordance with the internal laws of the State of New York.

14. Effective Date. The Plan shall be effective commencing with the 1998 fiscal year of the Company.

EXHIBIT 10.13

EXCLUSIVITY AGREEMENT

AGREEMENT dated as of April 9, 1998 among Morgan Stanley Capital Partners III, L.P., a Delaware limited partnership ("MSCP III"), MSCP III 892 Investors, L.P., a Delaware limited partnership ("892 Investors"), Morgan Stanley Capital Investors, L.P., a Delaware limited partnership ("MSCI", and together with MSCP III and 892 Investors, the "MSCP Funds"), and Rodney Cornelius, Michael J. Egan, Darlene Fedun, Mark Halpin, Fred Schulte and David L. Testa (each, a "Management Investor" and, collectively, the "Management Investors").

WHEREAS, the parties hereto have entered into the Limited Liability Company Agreement (the "MSCP Carry Agreement") of MSCP Carry LLC ("MSCP Carry") dated as of April 9, 1998;

WHEREAS, the MSCP Funds, TWI Cable Inc., a Delaware corporation ("Time Warner"), and the Management Investors have entered into the Amended and Restated Limited Liability Company Agreement of Renaissance Media Holdings LLC ("Renaissance Holdings") dated as of April 9, 1998, as contemplated to be further amended and restated effective as of April 17, 1998 as the Second Amended and Restated Limited Liability Company Agreement of Renaissance Holdings among MSCP Carry, TWI Cable Carry LLC, a Delaware limited liability company, and the Management Investors, as it may be further amended, modified, supplemented or restated from time to time (the "Holdings LLC Agreement");

WHEREAS, Renaissance Media (Louisiana) LLC and Renaissance Media (Tennessee) LLC, each an indirect wholly-owned subsidiary of Renaissance Holdings, have entered into the Amended and Restated Limited Liability Company Agreement of Renaissance Media LLC ("Renaissance Media") dated as of April 9, 1998;

WHEREAS, each of the Management Investors has entered into an employment agreement (each, an "Employment Agreement" and collectively, the "Employment Agreements") with Renaissance Media dated as of the date hereof pursuant to which each Management Investor has agreed to spend substantially all of his or her business time in the performance of his or her duties thereunder;

"Designated Cable System" means any cable television system located in the United States or any business or Person whose assets consist (either directly or through its Subsidiaries) of any such cable television system.

"EBITDA" means, for any period, the net income of the Company for such period, adjusted to exclude the effect of any extraordinary or other non-recurring gain or loss for such period plus, to the extent deducted in determining the net income of the Company for such period, (i) the aggregate amount of interest expense for such period, (ii) the aggregate amount of income tax for such period and (iii) the aggregate amount of depreciation, amortization (including amortization of goodwill and other intangibles) and other similar non-cash charges for such period.

"Invest" means to participate in (as a partner, stockholder, founder, or other equityholder), make a loan or provide financial assistance to, invest in, purchase or otherwise acquire an interest in, directly or indirectly, any Designated Cable System, and "Investment" means any such participation, making of a loan or provision of financial assistance, investment, purchase or other acquisition of an interest in, directly or indirectly, any Designated Cable System.

"Manage" means to manage, operate or develop, participate in (as a director, officer, employee or consultant), or provide services to, directly or indirectly, any Designated Cable System.

"Subscriber" has the meaning assigned to such term in the Asset Purchase Agreement dated as of November 14, 1997, as amended, between Renaissance Holdings and TWI Cable Inc., except that (i) the definition of "System" as used in such term shall be deemed to include any Designated Cable System acquired by the Company following the date hereof and (ii) the definition of "Tier Cable" as used in such term shall be deemed to include cable television services offered to subscribers within any such additional Designated Cable System, which services are comparable to those currently identified in the definition of "Tier Cable."

Section 2. Management Investors Exclusivity. (a) Prior to the third anniversary of the date hereof for so long as any Management Investor is employed by the Company or its Affiliates, such Management Investor and his or her Affiliates will not Manage or Invest in any Designated Cable System without the prior written consent of the MSCP Funds. Following the third anniversary of the date hereof for so long as any Management Investor is employed by the Company or its Affiliates, such Management Investor and his or her Affiliates (i) will not Manage any Designated Cable System without the prior written consent of the MSCP Funds and (ii) may Invest in a Designated Cable System (other than as a holder of less than 1% of the outstanding capital stock of a

publicly traded corporation) only if such Management Investor first offers the MSCP Funds the opportunity to participate in such Investment by delivery of written notice (the "Investment Notice") to MSCP III describing such opportunity and the terms of the proposed investment or participation therein; provided that such Management Investor may, without the prior written consent of the MSCP Funds, Manage a Designated Cable System in which such Management Investor has Invested in accordance with this Section 2. Within 30 days following receipt of the Investment Notice, MSCP III shall deliver written notice (the "Response Notice") to the Management Investor stating whether or not the MSCP Funds (or Renaissance Media, as assignee) wish to participate in such Investment. If the MSCP Funds decline to pursue such Investment, then, subject to Section 2(b) below, such Management Investor may pursue the Investment independently; provided that (i) the terms of any such Investment, taken as a whole, are not materially more favorable than those offered to the MSCP Funds, (ii) the Benchmarks were achieved as of the third anniversary of the date hereof, (iii) the obligations of such Management Investor in connection with such Investment would not be inconsistent with his or her obligations under any employment agreement entered into with the Company or any of its Affiliates, (iv) the scope and nature of the Designated Cable System which is the subject of such Investment are consistent with the strategic objective (described in Section 2.03(b) of the Holdings LLC Agreement) of Renaissance Holdings and its Affiliates, including the Company, (v) the Designated Cable System which is the subject of such Investment does not involve cable television systems that are contiguous to the cable television systems then owned by the Company or that are located within 100 miles of the principal headend of an existing cable television system then owned by the Company, and (vi) the Company has fewer than 400,000 Subscribers as of the date of the Response Notice.

(b) (i) If the MSCP Funds decline to participate in any Investment offered to them pursuant to Section 2(a) and if any Management Investor intends to pursue such Investment independently, then prior to consummating such Investment such Management Investor must deliver written notice (an "Offer Notice") of such transaction to MSCP III setting forth the terms and conditions of such Investment to the extent that the terms of such Investment, taken as a whole, are materially more favorable than those initially offered to the MSCP Funds.

(ii) The MSCP Funds shall have the right, exercisable by the delivery of written notice (a "Notice of Exercise") to such Management Investor within 15 Business Days after the date of delivery of such Offer Notice, to participate in such Investment on such terms and conditions set forth in such Offer Notice.

(iii) If the MSCP Funds do not deliver a Notice of Exercise within 15 Business Days after delivery of an Offer Notice, such Management Investor shall have the right for a period of 270 days from the earlier of (x) the 15th Business Day following delivery of such Offer Notice and (y) the date on which such Management Investor receives written notice from the MSCP Funds to the effect that they have elected not to participate in such Investment on the terms described in the Offer Notice, to consummate the Investment described in the Offer Notice on the terms and conditions specified therein. In the event that such Management Investor shall not have consummated such Investment in accordance with the immediately preceding sentence before the expiration of the 270-day period described therein, then such Management Investor may not consummate such Investment without again complying with the provisions of this Section 2(b).

Section 3. MSCP III Exclusivity. Prior to the third anniversary of the date hereof, the MSCP Funds will not purchase or acquire (other than through Renaissance Holdings or its Subsidiaries or otherwise together with the Management Investors), directly or indirectly, a controlling interest in any Person that owns or manages a Designated Cable System the purchase or acquisition of which would be consistent with the Company's business plan and acquisition strategy in effect at such time; provided that the foregoing prohibition shall not apply (i) if the Company has failed to achieve the Benchmarks as of the date of the definitive documentation entered into by the MSCP Funds with respect to such purchase or acquisition, (ii) if the Company has at least 400,000 Subscribers as of the date of such definitive documentation, (iii) to any acquisition of a diversified business having cable television systems included among its assets unless the gross revenues of such diversified business are primarily attributable to such cable television systems, or (iv) to any transaction that is not reasonably likely to be offered or made available to the Company (including, without limitation, any opportunity offered only to financial investors or only to the MSCP Funds directly, any opportunity that is of a size or scale that would not be reasonably possible for the Company to undertake given the size and resources of the Company, or any opportunity that is inconsistent with the Company's business plan and business strategy at such time).

Section 4. Miscellaneous. (a) Notices. All notices, requests and other communications to any party shall be in writing (including facsimile or similar writing) and shall be given,

if to any MSCP Fund, to:

MSCP III
c/o Morgan Stanley Capital Partners III, Inc.
1221 Avenue of the Americas
New York, New York 10021
Facsimile No.: (212) 762-7951
Attention: General Counsel

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Facsimile: (212) 450-4800
Attention: Carole Schiffman, Esq.

if to any Management Investor, to the
address of such Management Investor
indicated on the signature pages hereto,

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

(b) Amendments; Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by (i) the MSCP Funds and (ii) either all of the Management Investors or all but one of the Management Investors, or in the case of a waiver, by the party or parties against whom the waiver is to be effective; provided that any amendment that adversely affects a Management Investor and does not affect other Management Investors in a similar manner shall also require the consent of the Management Investor so affected in addition to the required consents described above. Except as expressly set forth herein, no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein

provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid in the manner contemplated by the Holdings LLC Agreement.

(d) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal or legal representatives, executors, administrators, successors, heirs, legatees, devisees and permitted assigns. This Agreement is for the sole benefit of the parties hereto and, except as otherwise contemplated herein, nothing herein expressed or implied shall give or be construed to give any Person (including Time Warner, either directly or indirectly through its equity interest in TWI Cable Carry LLC or such entity's equity interest in Renaissance Holdings), other than the parties hereto, any legal or equitable rights hereunder. This Agreement shall not be assignable by any party hereto without the prior written consent of (i) each MSCP Fund and (ii) a majority of the Management Investors (excluding for this purpose the Percentage Interest of any Management Investor requesting such assignment); provided that the MSCP Funds may assign (in whole or in part) their rights under Section 2 of this Agreement to Renaissance Media or its Affiliates without the consent of any party hereunder.

(e) Headings. Headings are for ease of reference only and shall not form a part of this Agreement.

(f) Governing Law; Jurisdiction. This Agreement shall be construed and interpreted in accordance with and governed by the law of the State of Delaware without giving effect to the principles of conflicts of laws thereof. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States Court for the District of Delaware and the Chancery Court of the State of Delaware (and of the appropriate appellate courts therefrom), and each of the parties hereby consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 5(a) shall be deemed effective service of process on such

party. Nothing herein shall affect the right of any party to serve legal process in any other manner permitted by law or at equity or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction. WITH RESPECT TO A PROCEEDING IN ANY SUCH COURT, EACH OF THE PARTIES IRREVOCABLY WAIVES AND RELEASES TO THE OTHER PARTIES HERETO ITS RIGHT TO A TRIAL BY JURY, AND AGREES THAT IT WILL NOT SEEK A TRIAL BY JURY IN ANY SUCH PROCEEDING.

(g) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original.

(h) Severability. In case any one or more of the provisions or part of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall be deemed not to affect any other provision or part of a provision of this Agreement, but the Agreement shall be reformed and construed as if such provision or part of a provision held to be invalid, illegal unenforceable had never been contained herein and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

(i) Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

(j) Remedies. Except as otherwise specifically provided for in this Agreement, (i) the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law and (ii) the parties hereto acknowledge and agree that in the event of any breach of this Agreement, the parties would be irreparably harmed and could not be made whole by monetary damages. Each party hereto accordingly agrees (i) not to assert by way of defense or otherwise that a remedy at law would be adequate and (ii) that, in addition to any other remedy to which it may be entitled, that the remedy of specific performance of this Agreement is appropriate in any action in court.

(k) Termination. This Agreement shall terminate with respect to any Management Investor (and such Management Investor shall cease to have any rights or obligations hereunder, and shall be disregarded for purposes of obtaining any consents or approvals required hereunder) on the date on which such Management Investor ceases to be employed by the Company or any of its Affiliates.

(l) Entire Agreement. This Agreement and each other Transaction Document, including the exhibits and schedules thereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof, and supersede all other prior agreements or undertakings with respect thereto, both written and oral. The parties acknowledge and agree that no representations, warranties, instruments, promises, understandings or conditions have been made or relied upon by the parties or any of their Affiliates in connection with the transactions contemplated hereby except as set forth herein and therein.

In Witness Whereof, the parties hereto have entered into this Exclusivity Agreement or have caused this Exclusivity Agreement to be duly executed by their respective authorized officers, in each case as of the day and year first above written.

MORGAN STANLEY CAPITAL
PARTNERS III, L.P.

By: MSCP III, L.P.,
as General Partner

By: MORGAN STANLEY CAPITAL
PARTNERS III, INC, as General
Partner

By: /s/ Lawrence B. Sorrel

Name: Lawrence B. Sorrel
Title: Managing Director

By: /s/ Michael M. Janson

Name: Michael M. Janson
Title: Managing Director

MSCP III 892 INVESTORS, L.P.

By: MSCP III, L.P.,
as General Partner

By: MORGAN STANLEY CAPITAL
PARTNERS III, INC, as General Partner

By: /s/ Lawrence B. Sorrel

Name: Lawrence B. Sorrel
Title: Managing Director

By: /s/ Michael M. Janson

Name: Michael Janson
Title: Managing Director

MORGAN STANLEY CAPITAL INVESTORS, L.P.,

By: MSCP III, L.P., as General Partner

By: MORGAN STANLEY CAPITAL PARTNERS III,
INC., as General Partner

By: /s/ Lawrence B. Sorrel

Name: Lawrence B. Sorrel
Title: Managing Director

By: /s/ Michael M. Janson

Name: Michael M. Janson
Title: Managing Director

/s/ Rodney Cornelius

Rodney Cornelius
Address: One Cablevision Center
Suite 100
Ferndale, NY 12734
Facsimile No.: (914) 295-2601

/s/ Michael J. Egan

Michael J. Egan
Address: One Cablevision Center
Suite 100
Ferndale, NY 12734
Facsimile No.: (914) 295-2601

/s/ Darlene Fedun

Darlene Fedun
Address: One Cablevision Center
Suite 100
Ferndale, NY 12734
Facsimile No.: (914) 295-2601

/s/ Mark Halpin

Mark Halpin
Address: One Cablevision Center
Suite 100
Ferndale, NY 12734
Facsimile No.: (914) 295-2601

/s/ Fred Schulte

Fred Schulte
Address: One Cablevision Center
Suite 100
Ferndale, NY 12734
Facsimile No.: (914) 295-2601

/s/ David L. Testa

David L. Testa
Address: One Cablevision Center
Suite 100
Ferndale, NY 12734
Facsimile No.: (914) 295-2601

RESOLUTION NO. 98-03

WHEREAS, by Ordinance No. 91-07 adopted March 5, 1991, as amended by Resolution No. R91-06 dated March 5, 1991, the City of Covington, Louisiana ("Franchising Authority") granted a cable television franchise (the "Franchise") to LaFourche Communications, Inc. ("Franchisee").

WHEREAS, Franchisee has transferred the assets of its cable television system serving the Franchising Authority (the "System") to Cablevision Industries of Louisiana Partnership ("CILP"), a general partnership of which Franchisee is a general partner;

WHEREAS, TWI Cable Inc., the ultimate parent entity of Franchisee and CILP, has negotiated an asset purchase agreement with Renaissance Media Holdings LLC ("Holdings") (the "Agreement"), pursuant to which CILP will transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance") substantially all of the assets of the System, including its rights under the Franchise;

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application");

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise, which consent shall not be unreasonably withheld;

WHEREAS, Franchisee, CILP and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise (i) by Franchisee to CILP, and immediately thereafter, (ii) by CILP to Renaissance;

WHEREAS, Franchising Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties;

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COVINGTON, LOUISIANA:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of the grantee's rights, powers and privileges under the Franchise (i) from Franchisee to CILP and immediately thereafter, (ii) from CILP to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System to Renaissance, at which time Franchising Authority shall automatically release each of Franchisee and CILP and their respective predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust and otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on March 5, 2006; (b) Franchisee is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

Adopted by the City Council of the City of Covington, Louisiana on this 20th day of January, 1998.

Moved for adoption by O'Keefe, seconded by Pearce. Roll call as follows: YEA-6, NAY-Boykins.

/s/ Lynne H. Moore
- ----------
Lynne H. Moore
Clerk to the Council

/s/ Lee Roy Jenkins, Jr.

Lee Roy Jenkins, Jr.
Council President

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL RECORDS AS FOUND AT COVINGTON CITY HALL.

/s/ Lynne H. Moore
- ----------
LYNNE H. MOORE
CLERK TO THE COUNCIL

EXHIBIT 10.16

Introduced February 10, 1998, by
Councilwoman Williams, seconded by
Councilwoman Levy (by request)

RESOLUTION R98-D4

A resolution authorizing the transfer of the City of Slidell Cable TV Franchise Agreement with Time Warner and its Cable TV system and Franchise Agreement to Renaissance Media Holdings LLC, subject to conditions set out herein.

WHEREAS, pursuant to Ordinance No. 2550 adopted March 8, 1994, the City of Slidell entered into a Cable Franchise Agreement with Cablevision Industries of Louisiana Partnership, a/k/a Cablevision Industries (CVI); and

WHEREAS, CVI notified the City of Slidell that it has entered into a merger agreement with Time Warner, and thereupon the City adopted Resolution R95--23 approving said merger, and

WHEREAS, TWI Cable, Inc., the ultimate parent entity of Franchisee, has negotiated an asset purchase agreement with Renaissance Media Holdings LLC, pursuant to which Franchisee will transfer to Renaissance Media LLC, an affiliate of Holdings, substantially all of the assets of its cable television system serving the Franchising Authority, including its rights under the Franchise; and

WHEREAS, it is required that upon the assignment or transfer, Renaissance Media Holdings LLC acknowledges the existing Franchise Agreement and accepts the terms contained therein, and will perform all conditions thereof by executing a formal Acceptance of Franchise with the City as attached hereto; and

WHEREAS, on April 26, 1994, Ordinance No. 2556 was adopted establishing customer service standards for Cable TV providers.

NOW THEREFORE BE IT RESOLVED that the Slidell City Council does hereby authorize the transfer of a non-exclusive Cable TV franchise from Time Warner to Renaissance Media Holdings LLC.

BE IT FURTHER RESOLVED that the Mayor of the City of Slidell is authorized to execute documents in connection therewith.

BE IT FINALLY RESOLVED that all said customer service standards adopted by Ordinance No. 2556 shall be complied with by Renaissance Media Holdings LLC.

ADOPTED this 10th day of February, 1998.

/s/ Pearl Williams
Pearl Williams
President
Councilwoman, District G

/s/ Davis Dautreuil
Davis Dautreuil
Council Administrator/Clerk of the Council

CERTIFIED
TRUE COPY

/s/ Davis Dautreuil

Council Administrator/
Clerk of the Council

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER FOUQUIER:
AND SECONDED FOR ADOPTION BY COUNCIL MEMBER McGUIRE

RESOLUTION NO. 98-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACKNOWLEDGING THE TRANSFER OF THE FRANCHISE OF ITS CABLE TELEVISION SYSTEM TO RENAISSANCE MEDIA LLC

WHEREAS, by ordinance 90-27, adopted January 11, 1991, the City of Mandeville, Louisiana ("Franchising Authority") granted a cable television franchise (the "Franchise") to LaFourche Communications, Inc. ("Franchisee"); and

WHEREAS, Franchisee has transferred the assets of its cable television system serving the Franchising Authority (the "System") to Cablevision Industries of Louisiana Partnership ("CILP"), a general partnership of which Franchisee is a general partner; and

WHEREAS, TWI Cable, Inc. the ultimate parent entity of Franchisee and CILP, has negotiated an asset purchase agreement with renaissance Media Holdings LCL ("Holdings")(the "Agreement"), pursuant to which CILP will transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance") substantially all of the assets of the System, including its right under the Franchise; and

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application"); and

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise, which consent shall not be unreasonably withheld; and

WHEREAS, Franchisee, CILP and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise (1) by Franchisee to CILP, and immediately thereafter, (ii) by CILP to Renaissance; and

WHEREAS, Franchising Authority has reviewed the Transfer Application, examine the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties; and

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with it terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applibe Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville:

1. Franchising Authority acknowledges that it has received a complete Transfer Applications.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of grantee's rights, powers and privileges under the Franchise (1) from Franchisee to CILP, and immediately thereafter, (ii) form CILP to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System to Renaissance, at which time Franchising Authority shall automatically release each of Franchisee and CILP and their respective predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate

the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust an otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise in ___ is currently the valid holder and authorized grantee of the Franchise: (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the franchise to Renaissance has been duly and validly taken.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:	5 (FOUQUIER, BOETTNER, GLEASON, McGUIRE, BECHAC)
NAYS:	0
ABSENT:	0
ABSTENTIONS:	0

and the resolution was declared adopted this 22nd Day of January, 1998.

/s/ Lori H. Spranley
- ----------
Lori H. Spranley
Clerk of Council

/s/ Denis P. Bechac

Denis P. Bechac
Mayor Pro Tem

Councilman Aubert offered the following resolution, which was seconded by Councilman Patin:

RESOLUTION 98-3
ST. JAMES PARISH COUNCIL

A RESOLUTION CONSENTING TO TRANSFER OF FRANCHISE RIGHTS (CABLE TV) FROM TWI CABLE, INC., TO RENAISSANCE MEDIA HOLDINGS, LLC, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, by Ordinance No. 96-19, adopted November 20, 1996, the Parish of St. James, Louisiana ("Franchising Authority") granted a cable communications franchise (the "Franchise") to Cablevision Industries of Louisiana Partnership ("Franchisee"); and,

WHEREAS, TWI Cable, Inc., the ultimate parent entity of Franchisee, has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holdings LLC ("Holdings"), pursuant to which Franchisee will transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchising Authority (the "System"), including its rights under the Franchise; and,

WHEREAS, Franchisees and Renaissance have filed a Form 394 (the "Transfer Application"); and,

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise by Franchisee, which consent shall not be unreasonably withheld; and,

WHEREAS, Franchisee and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise by Franchisee to Renaissance; and,

WHEREAS, Franchising Authority has reviewed the Transfer Application, examined the legal, financial, and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties; and,

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and,

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance:

NOW, THEREFORE, BE IT RESOLVED, by the St. James Parish Council that:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers, and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System by Franchise to Renaissance, at which time Franchising Authority shall automatically release Franchisee and its predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise of control related thereto to any entity controlling, controlled by, or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust and otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on January 1, 2009; (b) Franchisee is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Elwyn Bocz, Timothy Roussel, Ralph Patin, Jr., Oliver Cooper, Sr., Elton Aubert, James Brazen, and Eric Poche

NAYS: None

ABSENT: None

And the resolution was declared adopted on this, the 21st day of January, 1998.

/s/ Eric J. Poche

Council Chairman

/s/ Gerard J. Schexnayder

Secretary

Delivered to Parish President: 1/23/98

Approved: 1/26/98

Disapproved:

[SIGNATURE APPEARS HERE]

Parish President

Returned to Secretary on

AT AM/PM

Received by

* * * * *

CERTIFICATE

I, Gerard J. Schexnayder, Secretary of the Council of the Parish of St. James, State of Louisiana, hereby certify, that the foregoing is a true and correct copy of a resolution adopted by the St. James Parish Council in regular meeting held on the 21st day of January, 1998.

Signed at Vacherie, Louisiana, this 21st day of January, 1995.

/s/ Gerard J. Schexnayder

Gerard J. Schexnayder
Secretary

(SEAL)

Exhibit 10.18

[LETTERHEAD OF ASSUMPTION PARISH POLICE JURY APPEARS HERE]

On a motion by Mr. Henry Dupre, seconded by E.J. Alleman, the following
resolution was adopted:

RESOLUTION

WHEREAS, by Ordinance No. 97-16 adopted August 27, 1997, the Parish of Assumption, Louisiana ("Franchising Authority") granted a cable television franchise (the "Franchise") to Cablevision Industries of Louisiana Partnership ("Franchise");

WHEREAS, TWI Cable, Inc., the ultimate parent entity of Franchisee, has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holdings LLC ("Holdings"), pursuant to which Franchisee will transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchising Authority (the "System"), including its rights under the Franchise;

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application");

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise by Franchisee, which consent shall not be unreasonably withheld;

WHEREAS, Franchisee and Renaissance have requested that Franchising Authority consent to the assignment of transfer of the Franchise by Franchisee to Renaissance;

WHEREAS, Franchising Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties;

WHEREAS, The Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED BY THE PARISH OF ASSUMPTION, LOUISIANA:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System by Franchisee to Renaissance, at which time Franchising Authority shall automatically release Franchisee and its predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust and otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on August 28, 2012; (b) Franchisee is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in

compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

Upon being placed to a vote, the above resolution was adopted as follows:

Yeas: 9
Nays: 0
Absent: 0

CERTIFICATE

BETTIE T. MONSON, Secretary Treasurer of the Assumption Parish Police Jury, do hereby certify that the above is a true and correct copy of a RESOLUTION adopted by said Police Jury during a REGULAR meeting held on the 28th day of JANUARY, 1998. In accordance with the laws of the State of Louisiana and Parish of Assumption.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this day 3rd of FEBRUARY, 1998.

/s/ Bettie T. Monson
Secretary Treasurer

Exhibit 10.19

RESOLUTION NO. 0398(E)

WHEREAS, by Ordinance 12-89 adopted December 12, 1989, the City of Eunice, Louisiana ("Franchising Authority") granted a cable television franchise (the "Franchise") which is held by St. Landry Cable TV, Inc. ("Franchisee") as successor-in-interest to Cable TV of Acediana, Inc.;

WHEREAS, Franchisee has transferred the assets of its cable television system serving the Franchising Authority (the "System") to Cablevision Industries of Louisiana Partnership ("CILP"), a general partnership of which Franchisee is a general partner;

WHEREAS, TWI Cable Inc., the ultimate parent entity of Franchisee and CILP, has negotiated an asset purchase agreement with Renaissance Media Holdings, LLC ("Holdings") (the "Agreement"), pursuant to which CILP will transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance") substantially all of the assets of the System, including its rights under the Franchise;

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application"),

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise, which consent shall not be unreasonably withheld;

WHEREAS, Franchisee, CILP and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise (i) by Franchisee to CILP, and immediately thereafter, (ii) by CILP to Renaissance;

WHEREAS, Renaissance has agreed to renegotiate the terms and conditions of the franchise in order that a new franchise agreement will be in effect on or before December 31, 1998;

WHEREAS, Renaissance has agreed in principle that the franchise agreement to be negotiated shall contain terms and conditions which are substantially the same as the franchise granted by the St. Landry Parish Police Jury to Time Warner and/or St. Landry Cable Television, Inc.;

WHEREAS, Renaissance has agreed to comply with the terms of the existing franchise and the "Social Contract" entered into between Time Warner Company and the Federal Communications Commission; and

WHEREAS, Renaissance has agreed to comply not only with the written terms of the existing franchise agreement but to continue to provide all services and benefits presently being provided by the Time Warner Company whether same are included in the existing franchise agreement or not; and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF EUNICE, LOUISIANA:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of grantee's rights, powers and privileges under the Franchise (i) from Franchisee to CILP, and immediately thereafter, (ii) from CILP to Renaissance under the following terms and conditions.

1) That Renaissance agrees to renegotiate the existing franchise agreement with the City of Eunice resolving in a new franchise agreement on or before December 31, 1998:

2) That Renaissance agrees in principle that the new agreement shall contain terms and conditions similar to those in the franchise agreement between Time Warner Company and the St. Landry Parish Police Jury:

3) That Renaissance agrees to comply with the terms of the "Social Contract" entered into between Time Warner Company and the Federal Communications Commission:

4) That Renaissance agrees to continue to provide all services or benefits presently being received by the City of Eunice and its citizens whether same are included in the existing franchise agreement or not.

3. The foregoing consent to the transfer and assignment of the Franchise shall only be effective upon the consummation of the transfer of the assets of the System to Renaissance. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise.

6. Franchising Authority hereby confirms that, to its knowledge:

(a) The Franchise is currently in full force and effect and expires on December 12, 1999 subject to the obligation to negotiate the franchise agreement on or before December 31, 1998:

(b) Franchisee is currently the valid holder and authorized grantee of the Franchise:

(c) Franchisee has paid all sums currently due under the terms of the franchise and:

(d) The franchising authority is not aware of any event which has occurred which constitutes a default under the franchise or permitting franchising authority to revoke or terminate the franchise but failure to comply with the terms of this resolution shall be grounds to revoke or terminate the franchise.

Adapted by the City Council of the City of Eunice, Louisiana on this 30th day of March, 1998.

/s/ [SIGNATURE APPEARS HERE]

Mayor, City of Eunice

Attest:

/s/ [SIGNATURE APPEARS HERE]
- ---
City Clerk

I hereby certify that the above and foregoing is a true and correct copy of RESQ398L. adopted by a Special meeting of the Mayor and Board of Aldermen of the City of Eunice, La. on March 30, 1998.

Given under my hand seal of office on this 1st day of April 1998.

/s/ [SIGNATURE APPEARS HERE]

City Clerk
06 Apr 98 09:25A

On a motion by Alderman Guillory, and seconded by Alderman Pefferkorn, the following resolution was offered for adoption:

RESOLUTION NO. 13 OF 1998

A RESOLUTION OF CONSENT OF THE CITY OF OPELOUSAS TO THE TRANSFER AND ASSIGNMENT OF THE CABLE TELEVISION FRANCHISE AND LICENSE AGREEMENT (FOR POLE ATTACHMENTS)

WHEREAS, Cablevision Industries of Louisiana Partnership (Franchise) has requested the consent of the City of Opelousas to the transfer and assignment of the cable television franchise and license agreement (for pole attachments) from the Franchise to Renaissance Media LLC;

NOW, THEREFORE, BE IT RESOLVED that the City of Opelousas does hereby consent to the transfer and assignment of the franchise and license agreement (for pole attachments) from the Franchisee to Renaissance Media LLC, provided, however, that such transfer and assignment occur not later than July 1, 1998.

BE IT FURTHER RESOLVED that the City of Opelousas does hereby consent to the pledge of the stock of Renaissance Media LLC in connection with the financing of the cable system serving the City of Opelousas provided, however, that;

a) voting rights will remain with Renaissance Media LLC, even if it defaults on the obligation;

b) either a public or private sale of the stock will be held in the event of default; and

c) if required by federal, state or local law or the franchise agreement, the prior consent of the City will be obtained before a purchase of stock in such a sale exercise any ownership rights.

And, provided further that Renaissance Media LLC will provide the City with a copy of any loan documents as they relate to the financing of the franchise.

The resolution having been submitted to a vote was adopted as follows on the 24th day of March 1998:

YEAS: Alderman Guillory, Butler, Pefferkorn and McKinney.

NAYS: None.

ABSENT: Alderman Payne and Charles.

[SIGNATURE APPEARS HERE]

MAYOR

ATTEST:

[SIGNATURE APPEARS HERE]

CITY CLERK

CERTIFICATE

L. FRANCES CARRON, Clerk for the City of Opelousas, State of Louisiana, do hereby certify that the above resolution was adopted by the Board of Aldermen at a special meeting on March 24, 1998.

/s/ Frances Carron

CLERK

EXHIBIT 10.21

[LETTERHEAD OF ST. LANDRY PARISH POLICE JURY APPEARS HERE]

EXCERPT FROM THE MINUTES OF A
ST. LANDRY PARISH POLICE JURY MEETING
FEBRUARY 9TH, 1998

#25- "It was moved by Juror Courville, seconded by Juror Ardoin, that the following resolution be offered for adoption:

RESOLUTION NO. 25

WHEREAS, by Ordinance 1997 #2 adopted July 14, 1997, St. Landry Parish ("Franchising Authority") granted a cable television franchise (the "Franchise") to Cablevision Industries of Louisiana Partnership ("Franchisee");

WHEREAS, TWI Cable, Inc., the ultimate parent entity of Franchisee, has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holding LLC ("Holdings"), pursuant to which Franchise will transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchise Authority (the "System"), including its rights under the Franchise;

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application");

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise by Franchisee, which consent shall not be unreasonably withheld:

WHEREAS, Franchisee and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise by Franchisee to Renaissance;

WHEREAS Franchising Authority has reviewed the Transfer Application, examined the Legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties;

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance, now,

THEREFORE, BE IT RESOLVED by the Parish of St. Landry, State of Louisiana, in regular session convened this 9th day of February, 1998, that:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System by Franchisee to Renaissance, at which time Franchising Authority shall automatically release Franchisee and its predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of

such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust and otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on July 14, 2012; (b) Franchisee is correctly the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

Adopted by St. Landry Parish Police Jury, Louisiana, on this 9th day of February, 1998.

ATTEST:

/s/ Kathy Moreau
- ----------
Kathy Moreau, Secretary

/s/ Ronald Dugan

Ronald Dugan, President

*****

I, Kathy Moreau, Secretary, St. Landry Parish Police Jury, do hereby certify the above and foregoing to be a true and correct copy of excerpt of the minutes of a meeting held by said body on Monday, February 9th, 1998 in Opelousas, Louisiana.

(SEAL)

/s/ Kathy Moreau

Kathy Moreau, Secretary
St. Landry Parish Police Jury

cc: Mr. Joseph R. Matte, General Manager, Time Warner Cable, P. O. Box 1047, Eunice, LA 70535

Exhibit 10.22

RESOLUTION NO. 98-5

WHEREAS, by contract dated December 10, 1965, as amended by letter agreement dated June 14, 1984, the City of Jackson, Tennessee ("Franchising Authority") has granted a cable television franchise (the "Franchise") which is held by TWI Cable, Inc. ("Franchisee"), a subsidiary of Time Warner Inc. and the successor-in-interest to The Sun Publishing Company and Tribune Cable Communications, Inc.:

WHEREAS, Franchise has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holding LLC ("Holdings"), pursuant to which Franchise has agreed to transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchising Authority (the "System"), including its rights under the Franchise;

WHEREAS, Franchise and Renaissance have filed a Form 394 (the "Transfer Application");

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise by Franchisee, which consent shall not be unreasonably withheld;

WHEREAS, Franchise and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise by Franchisee to Renaissance;

WHEREAS, Franchising Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and consider the comments of all interested parties;

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF JACKSON, TENNESSEE:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System by Franchisee to Renaissance, at which time Franchising Authority shall automatically release Franchisee and its predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4 Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust an otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on December 11, 2005; (b) Franchisee is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

Adopted by the City of Jackson, Tennessee on this 3rd day of March, 1998.
--- -----------

/s/ Charles H. Farmer

CHARLES H. FARMER

WITNESSED BY:

[SIGNATURE APPEARS HERE]
- ---

RESOLUTION NO.
____

WHEREAS, by Ordinance adopted May 17, 1993, as amended by Resolution passed February 1, 1994, the County of Madison, Tennessee ("Franchising Authority") granted a cable television franchise (the "Franchise") which is held by TWI Cable, Inc. ("Franchisee"), a subsidiary of Time Warner Inc. and the successor-in-interest to Cablevision Industries of Tennessee, L.P.;

WHEREAS, Franchisee has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holdings LLC ("Holdings"), pursuant to which Franchisee has agreed to transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchising Authority (the "System"), including its rights under the Franchise;

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application");

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise by Franchisee, which consent shall not be unreasonably withheld;

WHEREAS, Franchisee and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise by Franchisee to Renaissance;

WHEREAS, Franchising Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties;

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF MADISON, TENNESSEE:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System by Franchisee to Renaissance, at which time Franchising Authority shall automatically release Franchisee and its predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust an otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on May 18, 2008; (b) Franchisee is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

Adopted by the County of Madison, Tennessee on this 20th day of January, 1998.

[SIGNATURE APPEARS HERE]

COUNTY MAYOR

ATTEST:

[SIGNATURE APPEARS HERE]

COUNTY CLERK

Exhibit 10.24

RESOLUTION

WHEREAS, by Ordinance adopted June 18, 1991, and Franchise Agreement, effective November 17, 1992, the City of Newbern, Tennessee, ("Franchising Authority") granted a cable television franchise (the "Franchise") which is held by TWI Cable, Inc. ("Franchisee"), a subsidiary of Time Warner Inc. and the successor-in-interest to Cablevision Industries of Tennessee, L.P.;

WHEREAS, Franchisee has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holdings LLC ("Holdings"), pursuant to which Franchisee has agreed to transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchising Authority (the "System"), including its rights under the Franchise;

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application");

WHEREAS, the Franchise requires that assignment of a franchise must not occur without prior approval of the Franchising Authority.

WHEREAS, Franchisee and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise by Franchisee to Renaissance;

WHEREAS, Franchising Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and consider the comments of all interested parties;

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer, and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NEWBERN, TENNESSEE:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System by Franchisee to Renaissance, at which time Franchising Authority shall automatically release Franchisee and its predecessors from all obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust and otherwise hypothecate their equity in interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on November 17, 2002; (b) Franchisee is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

Adopted by the City of Newbern, Tennessee, on this 17th day of January, 1998.

CITY OF NEWBERN, TENNESSEE

By: /s/ Thomas D. Parnell

Thomas D. Parnell, Mayor

ATTEST:

/s/ Jennifer Webb
- ----------
Jennifer Webb
Acting City Recorder

Exhibit 10.25

RESOLUTION NO. 0398

WHEREAS, by Ordinance No. 418 and Franchise Agreement effective May 5, 1993, the City of Selmer Tennessee ("Franchising Authority") granted a cable television franchise (the "Franchise") which is held by TWI Cable, Inc. ("Franchisee"), a subsidiary of Time Warner Inc. and the successor-in-interest to Cablevision Industries of Tennessee, L.P.;

WHEREAS, Franchisee has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holdings LLC ("Holdings"), pursuant to which Franchisee has agreed to transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchising Authority (the "System"), including its rights under the Franchise;

WHEREAS, Franchisee and Renaissance have filed a Form 394 (the "Transfer Application");

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise by Franchisee, which consent shall not be unreasonably withheld;

WHEREAS, Franchisee and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise by Franchisee to Renaissance;

WHEREAS, Franchising Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties;

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer, and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SELMER, TENNESSEE:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the System by Franchisee to Renaissance, at which time Franchising Authority shall automatically release Franchisee and its predecessors from al obligations and liabilities under the Franchise that relate to periods from and after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust an otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on May 6, 2003; (b) Franchise is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

Adopted by the City of Selmer, Tennessee on this 10th day of March, 1998.

ATTEST /s/ /s/
Recorder Mayor

EXHIBIT 10.26

RESOLUTION NO. 656

BE IT RESOLVED by the City Council of the City of Thibodaux in regular session assembled, that:

WHEREAS, by Ordinance No. 1480 adopted April 4, 1989, the City of Thibodaux (the "Franchising Authority") enacted a Cable T. V. Franchise Agreement granting a cable television franchise (the "Franchise") which is held by Cablevision Industries of Louisiana Partnership ("Franchise") as successor-in-interest to Lafourche Communications, Inc.; and

WHEREAS, TWI Cable, Inc., the ultimate parent entity of Franchise, has negotiated an asset purchase agreement (the "Agreement") with Renaissance Media Holdings LLC ("Holdings"), pursuant to which Franchise will transfer to Renaissance Media LLC, an affiliate of Holdings ("Renaissance"), substantially all of the assets of its cable television system serving the Franchising Authority (the "System"), including its rights under the Franchise; and

WHEREAS, Franchise and Renaissance have filed a Form 394 (the "Transfer Application"); and

WHEREAS, the Franchise requires that Franchising Authority grant its consent to an assignment of the Franchise by Franchisee, which consent shall not be unreasonably withheld; and

WHEREAS, Franchise and Renaissance have requested that Franchising Authority consent to the assignment and transfer of the Franchise by Franchisee to Renaissance; and

WHEREAS, Franchising Authority has reviewed the Transfer application, examined the legal, financial and technical qualifications of Renaissance, followed all required procedures to consider and act upon the Transfer Application, and considered the comments of all interested parties; and

WHEREAS, the Franchise is in full force and effect without default thereunder by Franchisee as of the date hereof in accordance with its terms and conditions as set forth therein, and Renaissance has agreed to comply with the Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, Renaissance will need to grant one or more security interests and/or liens in or upon the Franchise and the system from time to time on or after the closing date of the transfer in order to secure the present and future indebtedness of Renaissance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Thibodaux:

1. Franchising Authority acknowledges that it has received a complete Transfer Application.

2. Franchising Authority does hereby consent to the transfer of the Franchise and all of Franchisee's rights, powers and privileges under the Franchise from Franchisee to Renaissance.

3. The foregoing consent to the transfer and assignment of the Franchise shall be effective upon the consummation of the transfer of the assets of the system by Franchisee to Renaissance at which time Franchising Authority shall automatically release Franchisee and its predecessors from all obligations and liabilities under the Franchise that relate to periods from an after such date. Notice of the date of such consummation shall be given to Franchising Authority.

4. Franchising Authority hereby consents to a transfer of the Franchise or control related thereto to any entity controlling, controlled by or under common control with Renaissance.

5. Renaissance is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling Renaissance are authorized to pledge, mortgage, transfer in trust and otherwise hypothecate their equity interest in Renaissance as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Renaissance from time to time in connection with the ownership and operation of the System.

6. Franchising Authority hereby confirms that, to its knowledge: (a) the Franchise is currently in full force and effect and expires on April 4, 2004; (b) Franchisee is currently the valid holder and authorized grantee of the Franchise; (c) Franchisee is in compliance in all material respects with the Franchise; and (d) no event has occurred or exists that would constitute a default under the Franchise or that would permit Franchising Authority to revoke or terminate the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of the Franchise to Renaissance has been duly and validly taken.

The above resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Councilmen Lasseigne, Badeaux, Peltier, Knobloch and Landry

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 20th day of January, 1998.

/s/ Tommy Eschete
- ----------
Tommy Eschete, City Clerk

/s/ Stella C. Lasseigne

Stella C. Lasseigne, President

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION IS A TRUE AND EXACT COPY OF RESOLUTION NO. 658 ADOPTED BY THE THIBODAUX CITY COUNCIL ON JANUARY 20, 1998.

GIVEN UNDER BY HAND AND THE SEAL OF THE CITY OF THIBODAUX THIS 26TH DAY OF JANUARY, 1998.

/s/ Tommy Eschete
- ----------
Tommy Eschete, City Clerk

EXHIBIT 21

Renaissance Subsidiaries

	Jurisdiction of Formation	Jurisdiction Where Qualified
Renaissance Media (Louisiana) LLC	Delaware	Not applicable
Renaissance Media (Tennessee) LLC	Delaware	Not applicable
Renaissance Capital Corporation	Delaware	Not applicable
Renaissance Media LLC	Delaware	Louisiana, Tennessee, Mississippi

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the captions "Experts" and "Selected Financial and Other Data" and to the use of our reports dated March 16, 1998, in the Registration Statement (S-4) and related Prospectus of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC, and Renaissance Media Capital Corporation for the registration of $163,175,000 10% Senior Discount Notes Due 2008.

ERNST & YOUNG LLP

New York
June 9, 1998

EXHIBIT 25.1

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

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

UNITED STATES TRUST COMPANY OF NEW YORK
(Exact name of trustee as specified in its charter)

New York	13-3818954
(Jurisdiction of incorporation if not a U.S. national bank)	(I. R. S. Employer Identification No.)
114 West 47th Street New York, New York (Address of principal executive offices)	10036-1532 (Zip Code)

None
(Name, address and telephone number of agent for service)

RENAISSANCE MEDIA (LOUISIANA) LLC
RENAISSANCE MEDIA (TENNESSEE) LLC
RENAISSANCE MEDIA CAPITAL CORPORATION
(Exact name of obligor as specified in its charter)

DELAWARE	14-1803051
(State or other jurisdiction of incorporation or organization)	(I. R. S. Employer Identification No.)
1 Cablevision Center, Suite 100 Ferndale, N. York (Address of principal executive offices)	12734 (Zip Code)

10% Senior Discount Notes due 2008
(Title of the indenture securities)

GENERAL

1. General Information

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Federal Reserve Bank of New York (2nd District), New York, New York
(Board of Governors of the Federal Reserve System)
Federal Deposit Insurance Corporation, Washington, D.C.
New York State Banking Department, Albany, New York

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

2. Affiliations with the Obligor

If the obligor is an affiliate of the trustee, describe each such affiliation.

None

3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15:

The obligor is currently not in default under any of its outstanding securities for which United States Trust Company of New York is Trustee. Accordingly, responses to Items 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Form T-1 are not required under General Instruction B.

16. List of Exhibits

T-1.1 -- Organization Certificate, as amended, issued by the State of New York Banking Department to transact business as a Trust Company, is incorporated by reference to Exhibit T-1.1 to Form T-1 filed on September 15, 1995 with the Commission pursuant to the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990 (Registration No. 33-97056).

T-1.2 -- Included in Exhibit T-1.1.

T-1.3 -- Included in Exhibit T-1.1.

16. List of Exhibits

(cont'd)

T-1.4 -- The By-Laws of United States Trust Company of New York, as amended, is incorporated by reference to Exhibit T-1.4 to Form T-1 filed on September 15, 1995 with the Commission pursuant to the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990 (Registration No. 33-97056).

T-1.6 -- The consent of the trustee required by Section 321(b) of the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990.

T-1.7 -- A copy of the latest report of condition of the trustee pursuant to law or the requirements of its supervising or examining authority.

NOTE
====

As of June 5, 1998, the trustee had 2,999,020 shares of Common Stock outstanding, all of which are owned by its parent company, U.S. Trust Corporation. The term "trustee" in Item 2, refers to each of United States Trust Company of New York and its parent company, U. S. Trust Corporation.

In answering Item 2 in this statement of eligibility as to matters peculiarly within the knowledge of the obligor or its directors, the trustee has relied upon information furnished to it by the obligor and will rely on information to be furnished by the obligor and the trustee disclaims responsibility for the accuracy or completeness of such information.

Pursuant to the requirements of the Trust Indenture Act of 1939, the trustee, United States Trust Company of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 5th of June 1998.

UNITED STATES TRUST COMPANY
OF NEW YORK, Trustee

By: /s/ Gerard F. Ganey

Gerard F. Ganey
Senior Vice President

Exhibit T-1.6

The consent of the trustee required by Section 321(b) of the Act.

United States Trust Company of New York
114 West 47th Street
New York, NY 10036

June 5, 1998

Securities and Exchange Commission
450 5th Street, N.W.
Washington, DC 20549

Gentlemen:

Pursuant to the provisions of Section 321(b) of the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990, and subject to the limitations set forth therein, United States Trust Company of New York ("U.S. Trust") hereby consents that reports of examinations of U.S. Trust by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

Very truly yours,

UNITED STATES TRUST COMPANY
OF NEW YORK

By: /s/ Gerard F. Ganey
Senior Vice President

EXHIBIT T-1.7

UNITED STATES TRUST COMPANY OF NEW YORK
CONSOLIDATED STATEMENT OF CONDITION
MARCH 31, 1998
($ IN THOUSANDS)

ASSETS	
Cash and Due from Banks	$ 303,692
Short-Term Investments	325,044
Securities, Available for Sale	650,954
Loans	1,717,101
Less: Allowance for Credit Losses	16,546
Net Loans	1,700,555
Premises and Equipment	58,868
Other Assets	120,865
Total Assets	$3,159,978
LIABILITIES	
Deposits:	
Non-Interest Bearing	$ 602,769
Interest Bearing	1,955,571
Total Deposits	2,558,340
Short-Term Credit Facilities	293,185
Accounts Payable and Accrued Liabilities	136,396
Total Liabilities	$2,987,921
STOCKHOLDER'S EQUITY	
Common Stock	14,995
Capital Surplus	49,541
Retained Earnings	105,214
Unrealized Gains on Securities Available for Sale (Net of Taxes)	2,307
Total Stockholder's Equity	172,057
Total Liabilities and Stockholder's Equity	$3,159,978

I, Richard E. Brinkmann, Senior Vice President & Comptroller of the named bank do hereby declare that this Statement of Condition has been prepared in conformance with the instructions issued by the appropriate regulatory authority and is true to the best of my knowledge and belief.

Richard E. Brinkmann, SVP & Controller

May 6, 1998