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

FORM 10-Q

(Mark One)

[X] **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2006

or

[ ] **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ______ to ______.

Commission file numbers:
333-56679
333-56679-02
333-56679-01
333-56679-03

RENAISSANCE MEDIA GROUP LLC*
RENAISSANCE MEDIA (LOUISIANA) LLC*
RENAISSANCE MEDIA (TENNESSEE) LLC*
RENAISSANCE MEDIA CAPITAL CORPORATION*
(Exact names of registrants as specified in their charters)

Delaware	**14-1803051**
Delaware	**14-1801165**
Delaware	**14-1801164**
Delaware	**14-1803049**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
12405 Powerscourt Drive St. Louis, Missouri	**63131**
(Address of principal executive offices)	(Zip Code)

(314) 965-0555
(Registrants' telephone number, including area code)

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

Indicate by check mark whether the registrants are accelerated filers (as defined in Rule 12b-2 of the Exchange Act). YES [ ] NO [X]

Indicate the number of shares outstanding of each of the issuers' classes of common stock, as of the latest practicable date:

All of the limited liability company membership interests of Renaissance Media (Louisiana) LLC and Renaissance Media (Tennessee) LLC are held by Renaissance Media Group LLC. All of the issued and outstanding shares of capital stock of Renaissance Media Capital Corporation are held by Renaissance Media Group LLC. All of the limited liability company membership interests of Renaissance Media Group LLC are held by Charter Communications, LLC (and indirectly by Charter Communications Holdings, LLC, a reporting company under the Exchange Act). There is no public trading market for any of the aforementioned limited liability company membership interests or shares of capital stock.

* Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation meet the conditions set forth in General Instruction (H)(1)(a) and (b) of Form 10-Q and are therefore filing this Form with the reduced disclosure format.

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

FORM 10-Q
QUARTER ENDED MARCH 31, 2006
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NOTE: Separate financial statements of Renaissance Media Capital Corporation, Renaissance Media (Louisiana) LLC and Renaissance Media (Tennessee) LLC have not been presented pursuant to Rule 3-10(b) of Regulation S-X.

This quarterly report on Form 10-Q is for the three months ended March 31, 2006. The Securities and Exchange Commission ("SEC") allows us to "incorporate by reference" information that we file with the SEC, which means that we can disclose important information to you by referring you directly to those documents. Information incorporated by reference is considered to be part of this quarterly report. In addition, information that we file with the SEC in the future will automatically update and supersede information contained in this quarterly report. In this quarterly report, "we," "us" and "our" refer to Renaissance Media Group LLC and its wholly owned finance subsidiaries, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation, unless the context requires otherwise.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS:

This quarterly report includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), regarding, among other things, our plans, strategies and prospects, both business and financial including, without limitation, the forward-looking statements set forth in the "Results of Operations" and "Liquidity and Capital Resources" sections under Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this quarterly report. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions including, without limitation, the factors described under "Certain Trends and Uncertainties" under Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this quarterly report. Many of the forward-looking statements contained in this quarterly report may be identified by the use of forward-looking words such as "believe," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated" and "potential" among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this quarterly report are set forth in this quarterly report and in other reports or documents that we file from time to time with the SEC, and include, but are not limited to:

- the availability, in general, of funds to meet interest payment obligations under our and our indirect parent companies' debt and to fund our operations and necessary capital expenditures, either through cash flows from operating activities, further borrowings or other sources and, in particular, our and our indirect parent companies'ability to be able to provide under the applicable debt instruments such funds (by dividend, investment or otherwise) to the applicable obligor of such debt;
- our and our indirect parent companies' ability to comply with all covenants in our and our indirect parent companies' indentures and credit facilities, any violation of which would result in a violation of the applicable facility or indenture and could trigger a default of other obligations under cross-default provisions;
- our and our indirect parent companies' ability to pay or refinance debt prior to or when it becomes due and/or to take advantage of market opportunities and market windows to refinance that debt in the capital markets, through new issuances, exchange offers or otherwise, including restructuring our balance sheet and leverage position;
- our ability to sustain and grow revenues and cash flows from operating activities by offering video, high-speed Internet and other services and to maintain and grow a stable customer base, particularly in the face of increasingly aggressive competition from other service providers;
- our ability to obtain programming at reasonable prices or to pass programming cost increases on to our customers;
- the impact of hurricanes Katrina and Rita to our revenues, expenses and number of customers;
- general business conditions, economic uncertainty or slowdown; and
- the effects of governmental regulation, including but not limited to local franchise authorities, on our business.

All forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by this cautionary statement. We are under no duty or obligation to update any of the forward-looking statements after the date of this quarterly report.

PART I. FINANCIAL INFORMATION.
ITEM 1. FINANCIAL STATEMENTS.

RENAISSANCE MEDIA GROUP LLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(DOLLARS IN THOUSANDS)

	March 31, 2006	December 31, 2005
	(Unaudited)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 237	$ 280
Accounts receivable, less allowance for doubtful accounts of $844 and $1,104, respectively	1,674	4,865
Prepaid expenses and other current assets	286	170
Total current assets	2,197	5,315
INVESTMENT IN CABLE PROPERTIES:		
Property, plant and equipment, net of accumulated depreciation of $155,213 and $147,103, respectively	154,454	154,745
Franchises, net	225,302	225,322
Total investment in cable properties, net	379,756	380,067
OTHER NONCURRENT ASSETS	51	55
Total assets	$ 382,004	$ 385,437
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 14,157	$ 19,420
Payables to manager of cable systems - related parties	74,844	70,049
Total current liabilities	89,001	89,469
LONG-TERM DEBT	77,767	115,387
OTHER LONG-TERM LIABILITIES	1,677	1,911
MEMBER'S EQUITY	213,559	178,670
Total liabilities and member's equity	$ 382,004	$ 385,437

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

RENAISSANCE MEDIA GROUP LLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(DOLLARS IN THOUSANDS)
(Unaudited)

	Three Months Ended March 31,	
	2006	**2005**
REVENUES	$ 27,793	$ 29,652
COSTS AND EXPENSES:		
Operating (excluding depreciation and amortization)	15,302	13,395
Selling, general and administrative	5,470	5,874
Depreciation and amortization	8,598	8,733
Other operating expense, net	59	214
	29,429	28,216
Income (loss) from operations	(1,636)	1,436
OTHER INCOME AND (EXPENSES):		
Interest expense, net	(2,582)	(2,756)
Other income, net	204	--
Net loss	$ (4,014)	$ (1,320)

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

RENAISSANCE MEDIA GROUP LLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(DOLLARS IN THOUSANDS)
(Unaudited)

	Three Months Ended March 31,	
	2006	**2005**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (4,014)	$ (1,320)
Adjustments to reconcile net loss to net cash flows from operating activities:		
Depreciation and amortization	8,598	8,733
Noncash interest expense	(98)	(105)
Other, net	(94)	214
Changes in operating assets and liabilities:		
Accounts receivable	3,191	336
Prepaid expenses and other assets	(117)	(112)
Accounts payable, accrued expenses and other	(753)	(103)
Payables to related party	1,154	(4,120)
Net cash flows from operating activities	7,867	3,523
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(7,899)	(4,230)
Change in accrued expenses and payables to related party related to capital expenditures	--	658
Proceeds from sale of assets	--	4
Other, net	(11)	--
Net cash flows from investing activities	(7,910)	(3,568)
NET DECREASE IN CASH	(43)	(45)
CASH, beginning of period	280	228
CASH, end of period	$ 237	$ 183
NONCASH TRANSACTIONS:		
Contribution to retire Renaissance Media Group LLC debt and accrued interest	$ 38,903	$ --

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

1. Organization and Basis of Presentation

The accompanying condensed consolidated financial statements of Renaissance Media Group LLC (the "Company") include the accounts of the Company and its wholly owned finance subsidiaries, Renaissance Media (Louisiana) LLC ("Renaissance Louisiana"), Renaissance Media (Tennessee) LLC ("Renaissance Tennessee") and Renaissance Media Capital Corporation ("Capital Corporation"). Renaissance Media LLC ("Media") is owned 76% and 24% by Renaissance Louisiana and Renaissance Tennessee, respectively, and owns all of the operating assets of the consolidated group. All significant intercompany accounts and transactions among consolidated entities have been eliminated.

The Company is an indirect wholly owned subsidiary of Charter Communications Operating, LLC ("Charter Operating"), which provides funding to the Company as needed. Charter Operating is an indirect subsidiary of Charter Communications Holdings, LLC, which is an indirect subsidiary of Charter Communications, Inc. ("Charter"). The Company offers its customers traditional cable video programming (analog and digital video) as well as high-speed Internet services and, in some areas, advanced broadband services such as high definition television and video on demand. The Company sells its cable video programming, high-speed Internet and advanced broadband services on a subscription basis. The Company also sells local advertising on satellite-delivered networks.

Charter Communications Holding Company, LLC ("Charter Holdco"), the Company's indirect parent, and Charter, the Company's manager and indirect parent, provide management services for the cable systems owned or operated by the Company. The management services include such services as centralized customer billing, data processing and related support, benefits administration and coordination of insurance coverage and self-insurance programs for medical, dental and workers' compensation claims. Costs associated with providing these services are billed and charged directly to the Company and are included within operating costs in the accompanying condensed consolidated statements of operations.

The accompanying condensed consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and the rules and regulations of the Securities and Exchange Commission ("SEC"). Accordingly, certain information and footnote disclosures typically included in the Company's Annual Report on Form 10-K have been condensed or omitted for this quarterly report. The accompanying condensed consolidated financial statements are unaudited and are subject to review by regulatory authorities. However, in the opinion of management, such financial statements include all adjustments, which consist of only normal recurring adjustments, necessary for a fair presentation of the results for the periods presented. Interim results are not necessarily indicative of results for a full year.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Areas involving significant judgments and estimates include capitalization of labor and overhead costs; depreciation and amortization costs; impairments of property, plant and equipment and franchises; and contingencies. Actual results could differ from those estimates.

Reclassifications

Certain 2005 amounts have been reclassified to conform with the 2006 presentation.

2. Liquidity and Capital Resources

The Company incurred loss from operations of $1.6 million for the three months ended March 31, 2006 and recognized income from operations of $1.4 million for the three months ended March 31, 2005. The Company's net cash flows from operating activities were $7.9 million and $3.5 million for the three months ended March 31, 2006 and 2005, respectively.

In April 2006, Charter Operating completed a $6.85 billion refinancing of its credit facilities including a new $350 million revolving/term facility (which converts to a term loan in one year), a $5.0 billion term loan due in 2013 and certain amendments to the existing $1.5 billion revolving credit facility.

The Company has historically required cash to fund capital expenditures, ongoing operations and debt service costs. The Company has funded these requirements through cash flows from operating activities and, when required, receipt of cash from the Company’s indirect parent companies funded through borrowings under the Charter Operating credit facilities. However, the mix of funding sources changes from period to period. For the three months ended March 31, 2006, the Company generated $7.9 million of net cash flows from operating activities. In addition, the Company used approximately $7.9 million for purchases of property, plant and equipment. The Company expects that cash on hand, cash flows from operating activities and receipt of cash from the Company’s indirect parent companies funded through borrowings under the Charter Operating credit facilities will be adequate to meet its cash needs through 2007.

The Company's long-term financing as of March 31, 2006 consists of $77.2 million principal amount of senior notes due in 2008. The Company expects that it will rely on capital contributions from its indirect parent companies to repay the principal amount of its notes at maturity. However, there can be no assurances that its indirect parent companies will have sufficient liquidity to satisfy this payment when due. As of March 31, 2006, the Company's indirect parent companies have $19.5 billion of debt and may incur additional debt in the future. Cash flows from operating activities and amounts available under the Charter Operating credit facilities may not be sufficient to fund the Company's and its parent companies' operations and satisfy its and its parent companies' interest and debt repayment obligations upon maturity in 2008 and will not be sufficient to fund such needs in 2009 and beyond. The debt of each of the Company's indirect parent companies has certain covenants which may restrict such Company's ability to make distributions to their respective direct parent companies to satisfy future principal repayment obligations. In addition, a default under the covenants governing the Company's indenture could result in the acceleration of the Company's payment obligations under the Company's debt and, under certain circumstances, in cross-defaults under the Company's affiliates' debt obligations, which could adversely affect the Company's indirect parent companies' ability to provide us with funding.

Because Charter is the Company's manager, any financial or liquidity problems of Charter could cause serious disruption to the Company's business and have a material adverse effect on its business and results of operations. Any such event could adversely impact the Company's own credit rating, and its relations with customers and suppliers, which could in turn further impair the Company's ability to obtain financing and operate its business. Further, to the extent that any such event results in a change of control of Charter (whether through a bankruptcy, receivership or other reorganization of Charter and/or Charter Holdco, or otherwise), it could result in an event of default under the Charter Operating credit facilities and would require a change of control repurchase offer under the Company's outstanding notes. The Company has been advised that Charter continues to work with its financial advisors in its approach to addressing liquidity, debt maturities and its overall balance sheet leverage.

3. Franchises

Franchise rights represent the value attributed to agreements with local authorities that allow access to homes in cable service areas acquired through the purchase of cable systems. Management estimates the fair value of franchise rights at the date of acquisition and determines if the franchise has a finite-life or an indefinite-life as defined by Statement of Financial Accounting Standards (“SFAS”) No. 142, *Goodwill and Other Intangible Assets*. Franchises that qualify for indefinite-life treatment under SFAS No. 142 are tested for impairment annually each October 1 based on valuations, or more frequently as warranted by events or changes in circumstances. Franchises are aggregated into essentially inseparable asset groups to conduct the valuations. The asset groups generally represent geographic clustering of Charter's cable systems into groups by which such systems are managed. Management believes such grouping represents the highest and best use of those assets.

Franchise amortization expense for each of the three months ended March 31, 2006 and 2005 was $31, which represents the amortization relating to franchises that did not qualify for indefinite-life treatment under SFAS No. 142, including costs associated with franchise renewals. The Company expects that amortization expense on franchise assets will be approximately $100 annually for each of the next five years. Actual amortization expense in

future periods could differ from these estimates as a result of new intangible asset acquisitions or divestitures, changes in useful lives and other relevant factors.

4. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consist of the following as of March 31, 2006 and December 31, 2005:

	March 31, 2006	December 31, 2005
Accounts payable - trade	$ 1,698	$ 1,992
Accrued capital expenditures	3,130	6,243
Accrued expenses:		
Interest	3,533	2,384
Programming costs	1,024	1,137
Franchise-related fees	1,721	2,178
State sales tax	670	1,824
Personal property tax	410	1,001
Other	1,971	2,661
	$ 14,157	$ 19,420

5. Long-Term Debt

Long-term debt consists of the following as of March 31, 2006 and December 31, 2005:

	March 31, 2006	December 31, 2005
10% senior notes	$ 77,180	$ 114,413
Unamortized net premium	587	974
	$ 77,767	$ 115,387

In 1998, Renaissance Louisiana, Renaissance Tennessee and Capital Corporation issued $163.2 million principal amount at maturity of 10.000% senior notes due April 15, 2008 (the "Notes") for proceeds of $100.0 million. Approximately $48.8 million principal amount of such notes were repurchased in May 1999. In March 2006, the holders of the Notes exchanged $37.2 million principal amount of the Notes for $37.4 million principal amount of new Charter Operating 8 3/8% senior second-lien notes due 2014 issued in a private transaction under Rule 144A. Charter Operating then contributed the Notes to the Company for retirement.

The Notes bear interest, payable semi-annually in cash, at a rate of 10% per annum on April 15 and October 15 of each year. The Company has fully and unconditionally guaranteed the Notes.

6. Comprehensive Loss

Comprehensive loss is equal to net loss for the three months ended March 31, 2006 and 2005.

7. Income Taxes

The Company is a single member limited liability company not subject to income tax. The Company holds all operations through indirect subsidiaries. The majority of those indirect subsidiaries are limited liability companies that are also not subject to income tax. A certain indirect subsidiary of the Company is a corporation that is subject to income tax, but has no operations and has not generated any taxable income since inception. Any taxable income generated by the Company would be the responsibility of the Company's equity owner. As such, the Company has not provided for income taxes in the accompanying condensed consolidated financial statements.

8. Contingencies

The Company is a party to lawsuits and claims that arise in the ordinary course of conducting its business. In the opinion of management, after taking into account recorded liabilities, the outcome of these lawsuits and claims are not expected to have a material adverse effect on the Company’s consolidated financial condition, results of operations or its liquidity.

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

Reference is made to "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements," which describe important factors that could cause actual results to differ from expectations and non-historical information contained herein. In addition, this section should be read in conjunction with the annual reports on Form 10-K of Renaissance Media Group LLC and subsidiaries and our indirect parents, Charter Communications, Inc. ("Charter") and Charter Communications Holdings, LLC ("Charter Holdings"), for the year ended December 31, 2005.

"We," "us" and "our" refer to Renaissance Media Group LLC and its wholly owned finance subsidiaries, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation.

INTRODUCTION

For the three months ended March 31, 2006, our loss from operations, which includes depreciation and amortization expense but excludes interest expense, was $1.6 million. For the three months ended March 31, 2005, income from operations, which includes depreciation and amortization expense but excludes interest expense, was $1.4 million. We had a negative operating margin of 6% for the three months ended March 31, 2006. For the three months ended March 31, 2005, we had an operating margin of 5%. The decrease in income from operations and operating margin from 2005 to 2006 was principally due to decreases in video revenue as a result of customer losses primarily related to hurricanes Katrina and Rita coupled with an increase in operating costs.

As of March 31, 2006 and 2005, we own and operate cable systems serving approximately 127,800 and 142,200 analog video customers, respectively. Approximately 103,400 of our analog video customers were impacted by hurricanes Katrina and Rita. We have restored service to our impacted customers. Included in the 14,400 net loss of analog video customers from March 31, 2005 is approximately 8,500 of net losses related to systems impacted by hurricanes Katrina and Rita. We currently do not expect significant additional analog video customer losses related to hurricanes Katrina and Rita.

Our outstanding notes require us to pay cash interest each April and October and mature in 2008. We expect that we will rely on loans and capital contributions from our indirect parent companies to repay our notes at maturity. However, there can be no assurance that our indirect parent companies will have sufficient liquidity to provide funds to us to satisfy this payment when due.

RESULTS OF OPERATIONS

Three Months Ended March 31, 2006 Compared to Three Months Ended March 31, 2005

The following table sets forth the percentages of revenues that items in the accompanying condensed consolidated statements of operations constituted for the periods presented (dollars in thousands):

	Three Months Ended March 31,			
	2006		2005	
Revenues	$ 27,793	100%	$ 29,652	100%
Costs and expenses:				
Operating (excluding depreciation and amortization)	15,302	55%	13,395	45%
Selling, general and administrative	5,470	20%	5,874	20%
Depreciation and amortization	8,598	31%	8,733	29%
Other operating expense, net	59	--	214	1%
	29,429	106%	28,216	95%
Income (loss) from operations	(1,636)	(6)%	1,436	5%
Other income and (expenses):				
Interest expense, net	(2,582)		(2,756)	
Other income, net	204		--	
Net loss	$ (4,014)		$ (1,320)	

Revenues. The overall decrease in revenues for the three months ended March 31, 2006 compared to the three months ended March 31, 2005 is principally the result of decreases in analog and digital video customers and is offset partially by increases in the number of high-speed Internet customers. We expect revenues to be negatively impacted for a period of time as a result of the displacement of customers by hurricanes Katrina and Rita. Our goal is to increase revenues by improving customer service, which we believe will stabilize our analog video customer base, implementing price increases on certain services and packages and increasing the number of customers who purchase high-speed Internet services, digital video and advanced products and services such as video-on-demand ("VOD"), high definition television and digital video recorder service.

Revenues by service offering were as follows (dollars in thousands):

	Three Months Ended March 31,					
	2006		2005		2006 over 2005	
	Revenues	% of Revenues	Revenues	% of Revenues	Change	% Change
Video	$ 18,738	67%	$ 20,944	71%	$ (2,206)	(11)%
High-speed Internet	4,458	16%	4,308	14%	150	3%
Advertising sales	1,523	5%	1,468	5%	55	4%
Commercial	966	4%	843	3%	123	15%
Other	2,108	8%	2,089	7%	19	1%
	$ 27,793	100%	$ 29,652	100%	$ (1,859)	(6)%

Video revenues consist primarily of revenues from analog and digital video services provided to our non-commercial customers. The decrease was primarily the result of a decline in analog and digital video customers.

The increase in revenues from high-speed Internet services was primarily the result of an increase in high-speed Internet customers.

Advertising sales revenues consist primarily of revenues from commercial advertising customers, programmers and other vendors. Advertising sales increased primarily as a result of an increase in local advertising sales. For each of

the three months ended March 31, 2006 and 2005, we received $0.1 million in advertising sales revenues from vendors.

Commercial revenues consist primarily of revenues from cable video and high-speed Internet services to our commercial customers. Commercial revenues increased primarily as a result of an increase in commercial high-speed Internet revenues.

Other revenues consist of revenues from franchise fees, equipment rental, customer installations, home shopping, late payment fees, wire maintenance fees and other miscellaneous revenues. Other revenues remained relatively unchanged for the three months ended March 31, 2006 compared to the three months ended March 31, 2005.

Operating Expenses. Programming costs included in the accompanying condensed consolidated statements of operations were $9.0 million and $8.6 million, representing 59% and 64% of total operating expenses for the three months ended March 31, 2006 and 2005, respectively. Key expense components as a percentage of revenues were as follows (dollars in thousands):

	Three Months Ended March 31,					
	2006		2005		2006 over 2005	
	Expenses	% of Revenues	Expenses	% of Revenues	Change	% Change
Programming	$ 8,981	32%	$ 8,551	29%	$ 430	5%
Service	5,714	21%	4,232	14%	1,482	35%
Advertising sales	607	2%	612	2%	(5)	(1)%
	$ 15,302	55%	$ 13,395	45%	$ 1,907	14%

Programming costs consist primarily of costs paid to programmers for analog, premium, digital channels and pay-per-view programming. The increase in programming costs was primarily a result of rate increases partially offset by a decrease in analog and digital video customers. Programming costs were also offset by the amortization of payments received from programmers in support of launches of new channels of $0.1 million and $0.3 million for the three months ended March 31, 2006 and 2005, respectively.

Our cable programming costs have increased in every year we have operated in excess of U.S. inflation and cost-of-living increases, and we expect them to continue to increase because of a variety of factors, including inflationary or negotiated annual increases, additional programming being provided to customers and increased costs to purchase programming. In 2006, we expect programming costs to increase at a higher rate than in 2005. These costs will be determined in part on the outcome of programming negotiations in 2006 and may be subject to offsetting events or otherwise affected by factors similar to the ones mentioned in the preceding paragraph. Our increasing programming costs will result in declining operating margins for our video services to the extent we are unable to pass on cost increases to our customers. We expect to partially offset any resulting margin compression from our traditional video services with revenue from advanced video services, increased high-speed Internet revenues, advertising revenues and commercial service revenues.

Service costs consist primarily of service personnel salaries and benefits, franchise fees, system utilities, costs of providing high-speed Internet service, maintenance and pole rent expense. The increase in service costs resulted primarily from increased labor and maintenance costs related to hurricanes Katrina and Rita, increased costs of providing high-speed Internet service as a result of an increase in high-speed Internet customers and higher fuel prices. Advertising sales expenses consist of costs related to traditional advertising services provided to advertising customers, including salaries, benefits and commissions. Advertising sales expenses decreased primarily as a result of decreased salary, benefit and commission costs.

Selling, General and Administrative Expenses. Key components of expense as a percentage of revenues were as follows (dollars in thousands):

	Three Months Ended March 31,					
	2006		2005		2006 over 2005	
	Expenses	% of Revenues	Expenses	% of Revenues	Change	% Change
General and administrative	$ 4,811	17%	$ 5,101	17%	$ (290)	(6)%
Marketing	659	3%	773	3%	(114)	(15)%
	$ 5,470	20%	$ 5,874	20%	$ (404)	(7)%%

General and administrative expenses consist primarily of salaries and benefits, rent expense, billing costs, call center costs, internal network costs, bad debt expense and property taxes. The decrease in general and administrative expenses resulted primarily from decreases in collection costs of $50, billing costs of $32 and property taxes of $136.

Marketing expenses decreased as a result of decreased marketing activities.

Depreciation and Amortization. Depreciation and amortization expense decreased by $0.1 million for the three months ended March 31, 2006. The decrease in depreciation was related to an increase in the amount of fully depreciated assets offset by an increase in capital expenditures.

Other Operating Expense, Net. Other operating expense for the three months ended March 31, 2006 primarily represents severance partially offset by gain on sales of assets. Other operating expense for the three months ended March 31, 2005 represents losses on sales of assets.

Interest Expense, Net. Interest expense decreased by $0.2 million, or 6%, for the three months ended March 31, 2006 compared to the three months ended March 31, 2005 primarily as a result of the exchange of $37.2 million principal amount of our 10.000% senior notes for $37.4 million principal amount of new Charter Operating 8 3/8% senior second-lien notes.

Other Income, Net. Other income for the three months ended March 31, 2006 primarily represents the gain recognized on the exchange of our 10.000% senior notes in March 2006.

Net Loss. Net loss increased to $4.0 million for the three months ended March 31, 2006 from $1.3 million for the three months ended March 31, 2005 as a result of the combination of factors described above.

LIQUIDITY AND CAPITAL RESOURCES

Introduction

This section contains a discussion of our liquidity and capital resources, including a discussion of our cash position, sources and uses of cash, access to credit facilities and other financing sources, historical financing activities, cash needs, capital expenditures and outstanding debt.

Overview

In April 2006, Charter Communications Operating, LLC ("Charter Operating") completed a $6.85 billion refinancing of its credit facilities including a new $350 million revolving/term facility (which converts to a term loan in one year), a $5.0 billion term loan due in 2013 and certain amendments to the existing $1.5 billion revolving credit facility.

Our business requires cash to fund capital expenditures, ongoing operations and debt service costs. We have historically funded these requirements through cash flows from operating activities and, when required, receipt of cash from our indirect parent companies funded through borrowings under the Charter Operating credit facilities. However, the mix of funding sources changes from period to period. For the three months ended March 31, 2006, we generated $7.9 million of net cash flows from operating activities. In addition, the Company used approximately

$7.9 million for purchases of property, plant and equipment. We expect that cash on hand, cash flows from operating activities and receipt of cash from our indirect parent companies funded through borrowings under the Charter Operating credit facilities will be adequate to meet our cash needs through 2007.

The principal amount of our senior notes was $77.2 million as of March 31, 2006. Interest on the notes is payable semi-annually in arrears in cash at a rate of 10% per year. On April 15, 2006, the notes became redeemable at the option of the issuers thereof, in whole or in part at 100% of the principal amount at maturity, plus accrued interest. Renaissance Media Group has fully and unconditionally guaranteed the notes.

See the section entitled "Liquidity and Capital Resources" of "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2005 Annual Report on Form 10-K for a description of our senior notes indenture, including certain terms, restrictions and covenants.

We expect to remain in compliance with the covenants under our indenture. We expect that cash flows from operating activities and receipt of cash from our indirect parent companies funded through borrowings under the Charter Operating credit facilities will be sufficient to satisfy our liquidity needs until maturity of the notes. However, we expect to rely on capital contributions from our indirect parent companies to repay the principal amount of our notes at maturity. There can be no assurance that our indirect parent companies will have sufficient liquidity to provide funds to us to satisfy this payment when due. As of March 31, 2006, our indirect parent companies have $19.5 billion of debt and may incur additional debt in the future. Cash flows from operating activities and amounts available under the Charter Operating credit facilities may not be sufficient to fund our and our parent companies' operations and satisfy our and our parent companies' interest payment obligations upon maturity in 2008 and will not be sufficient to fund such needs in 2009 and beyond. The debt of each of our indirect parent companies has certain covenants which may restrict their ability to make distributions to their respective direct parent companies to satisfy future principal repayment obligations. In addition, a default under the covenants governing our indenture could result in the acceleration of our payment obligations under our debt and, under certain circumstances, in cross-defaults under our affiliates' debt obligations, which could adversely affect our indirect parent companies' ability to provide us with funding. We have been advised that Charter continues to work with its financial advisors in its approach to addressing liquidity, debt maturities and its overall balance sheet leverage.

Increased funding requirements from customer demand for digital video and high-speed Internet services, or the need to offer other advanced services in certain of our markets in order to compete effectively could make us further reliant on our indirect parent companies' ability to make loans and capital contributions to us. If we are unable to receive adequate financing to fund operations, our financial condition and results of operations could suffer materially.

No assurances can be given that we will not experience liquidity problems because of adverse market conditions, increased competition or other unfavorable events, or if we do not obtain sufficient additional financing on a timely basis as our debt becomes due. If, at any time, additional capital or borrowing capacity is required beyond amounts internally generated or available through our indirect parent companies' existing credit facilities or in traditional debt or equity financings, we would consider:

- further reducing our expenses and capital expenditures, which may impair our ability to increase revenue;
- selling assets; or
- seeking funding, if available, from our indirect parent companies, including from the issuance of debt or equity by our indirect parent companies, including Charter, Charter Holdings, CCH I, LLC, CCH I Holdings, LLC, CCH II, LLC, CCO Holdings or Charter Operating, the proceeds of which could be loaned or contributed to us.

If the above strategies are not successful, we could be forced to restructure our obligations or seek protection under the bankruptcy laws. In addition, if we find it necessary to engage in a recapitalization or other similar transaction, our noteholders might not receive principal and interest payments to which they are contractually entitled.

Historical Operating, Financing and Investing Activities

We held $0.2 million and $0.3 million in cash and cash equivalents as of March 31, 2006 and December 31, 2005, respectively.

Operating Activities. Net cash provided by operating activities for the three months ended March 31, 2006 and 2005 was $7.9 million and $3.5 million, respectively. Operating activities provided $4.3 million more cash during the three months ended March 31, 2006 compared to the corresponding period in 2005, primarily as a result of changes in operating assets and liabilities that provided $7.5 million more cash during the three months ended March 31, 2006 compared to the corresponding period in 2005.

Investing Activities. Net cash used in investing activities for the three months ended March 31, 2006 and 2005 was $7.9 million and $3.6 million, respectively. Investing activities used $4.3 million more cash during the three months ended March 31, 2006 compared to the corresponding period in 2005, primarily as a result of an increase in purchases of property, plant and equipment related to replacement of plant and equipment damaged by hurricanes Katrina and Rita.

Capital Expenditures

We have significant ongoing capital expenditure requirements. Capital expenditures were $7.9 million and $4.2 million for the three months ended March 31, 2006 and 2005, respectively. Capital expenditures increased as a result of capital costs associated with replacing plant and equipment related to hurricanes Katrina and Rita and increased spending on support capital related to our investment in service improvements.

Our capital expenditures are funded primarily from cash flows from operating activities and receipt of cash from our indirect parent companies funded through borrowings under the Charter Operating credit facilities.

Capital expenditures are expected to decrease in 2006 compared to 2005. We expect that the nature of these expenditures will continue to be composed primarily of purchases of customer premise equipment, support capital and for scalable infrastructure costs. We expect to fund capital expenditures for 2006 primarily from cash flows from operating activities and receipt of cash from our indirect parent companies funded through borrowings under the Charter Operating credit facilities.

ITEM 4. CONTROLS AND PROCEDURES.

As of the end of the period covered by this report, management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures with respect to the information generated for use in this quarterly report. The evaluation was based in part upon reports and affidavits provided by a number of executives. Based upon, and as of the date of that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures were effective to provide reasonable assurances that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms.

There was no change in our internal control over financial reporting during the quarter ended March 31, 2006 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving the desired control objectives and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based upon the above evaluation, our management believes that our controls do provide such reasonable assurances.

PART II. OTHER INFORMATION.

ITEM 1. LEGAL PROCEEDINGS.

Charter is a party to lawsuits and claims that arise in the ordinary course of conducting its business. In the opinion of management, after taking into account recorded liabilities, the outcome of these lawsuits and claims are not expected to have a material adverse effect on the Company’s consolidated financial condition, results of operations or its liquidity.

ITEM 1A. RISK FACTORS.

Risks Related to Significant Indebtedness of Us and Our Parent Companies

The indenture governing our notes contains a number of significant covenants that could adversely impact our ability to operate our business.

The indenture governing our notes contains a number of significant covenants that could adversely impact our ability to operate our business. In particular, our indenture restricts our and our subsidiaries' ability to:

- incur additional debt;
- pay dividends on or repurchase equity interests;
- make investments;
- sell all or substantially all of our assets or merge with or into other companies;
- sell assets;
- enter into sale-leasebacks;
- in the case of restricted subsidiaries, create or permit to exist dividend or payment restrictions with respect to the bond issuers, guarantee the bond issuers' debt, or issue specified equity interests;
- engage in certain transactions with affiliates; and
- grant liens.

Our ability to comply with these provisions may be affected by events beyond our control. The breach of any of these covenants will result in a default under the indenture governing our notes, which could result in acceleration of such notes and in certain cases, could result in cross-defaults under our affiliates' debt obligations. Any default under our indenture might adversely affect our growth, our financial condition and our results of operations and the ability to make payments on our notes. For more information, see the section above entitled “Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources."

We may not generate sufficient cash flow or have access to additional external liquidity sources to fund our capital expenditures, ongoing operations and debt obligations.

Our business requires cash to fund capital expenditures, ongoing operations and debt service costs. Our ongoing operations will depend on our ability to generate cash flow and our access to additional external liquidity sources. We have historically funded liquidity and capital requirements through cash flows from operating activities and receipt of cash from our indirect parent companies funded through borrowings under the Charter Operating credit facilities.

As the principal amounts of our notes become due in 2008, it is unclear whether we will have access to sufficient capital to satisfy these principal repayment obligations. Cash flows from operating activities and other existing sources of funds may not be sufficient, on their own, to permit us to satisfy these obligations.

If our business does not generate sufficient cash flow from operating activities, and sufficient future contributions are not available to us from other sources of financing, we may not be able to repay our debt, grow our business, respond to competitive challenges or fund our other liquidity and capital needs.

If we need to seek alternative sources of financing, there can be no assurance that we will be able to obtain the requisite financing or that such financing, if available, would not have terms that are materially disadvantageous to our existing debt holders. Mr. Allen, Charter’s Chairman and controlling shareholder, or his affiliates are not obligated to purchase equity from, contribute to or loan funds to us or to our indirect parent companies or subsidiaries.

If we or our indirect parent companies are unable to raise needed capital, ultimately, we could be forced to restructure our obligations or seek protection under the bankruptcy laws. In addition, if we find it necessary to engage in a recapitalization or other similar transaction, our noteholders might not receive all principal and interest payments to which they are contractually entitled.

Our parent companies have a significant amount of existing debt and may incur significant additional debt, including secured debt, in the future, which could adversely affect our financial health and our ability to react to changes in our business.

Our long-term financing as of March 31, 2006 consists of $77.2 million principal amount of senior notes due in 2008. We expect to rely on capital contributions from our indirect parent companies to repay the principal amount of our notes at maturity. However, there can be no assurances that our indirect parent companies will have sufficient liquidity to satisfy this payment when due. As of March 31, 2006, our parent companies have $19.5 billion of debt and may incur additional debt in the future. Cash flows from operating activities and amounts available under the Charter Operating credit facilities may not be sufficient to fund our and our parent companies' operations and satisfy our and our parent companies' interest and debt repayment obligations upon maturity in 2008 and will not be sufficient to fund such needs in 2009 and beyond. The debt of each of our indirect parent companies has certain covenants which may restrict their ability to make distributions to their respective direct parent companies to satisfy future principal repayment obligations. In addition, a default under the covenants governing our indenture could result in the acceleration of our payment obligations under our debt and, under certain circumstances, in cross-defaults under our affiliates' debt obligations, which could adversely affect our indirect parent companies' ability to provide us with funding.

Because Charter is our manager, any financial or liquidity problems of Charter could cause serious disruption to our business and have a material adverse effect on our business and results of operations. Any such event could adversely impact our own credit rating, and our relations with customers and suppliers, which could in turn further impair our ability to obtain financing and operate our business. Further, to the extent that any such event results in a change of control of Charter (whether through a bankruptcy, receivership or other reorganization of Charter and/or Charter Holdco, or otherwise), it could result in an event of default under the Charter Operating credit facilities and would require a change of control repurchase offer under our outstanding notes.

We may not have the ability to raise the funds necessary to fulfill our obligations under our indebtedness following a change of control, which would place us in default under the applicable debt instruments.

We may not have the ability to raise the funds necessary to fulfill our obligations under our notes following a change of control. A change of control under our notes would require us to make an offer to repurchase our outstanding notes. However, a failure by us to make or complete a change of control offer would place us in default of these agreements.

Risks Related to Our Business

We operate in a very competitive business environment, which affects our ability to attract and retain customers and can adversely affect our business and operations. We have lost a significant number of video customers to direct broadcast satellite competition and further loss of video customers could have a material negative impact on our business.

The industry in which we operate is highly competitive and has become more so in recent years. In some instances, we compete against companies with fewer regulatory burdens, easier access to financing, greater personnel resources, greater brand name recognition and long-established relationships with regulatory authorities and customers. Increasing consolidation in the cable industry and the repeal of certain ownership rules may provide additional benefits to certain of our competitors, either through access to financing, resources or efficiencies of scale.

Our principal competitor for video services throughout our territory is DBS. Competition from DBS, including intensive marketing efforts and aggressive pricing has had an adverse impact on our ability to retain customers. DBS has grown rapidly over the last several years and continues to do so. The cable industry, including us, has lost a significant number of subscribers to DBS competition, and we face serious challenges in this area in the future. We believe that competition from DBS service providers may present greater challenges in areas of lower

population density, and that our systems service a higher concentration of such areas than those of other major cable service providers.

Local telephone companies and electric utilities can offer video and other services in competition with us and they increasingly may do so in the future. Certain telephone companies have begun more extensive deployment of fiber in their networks that enable them to begin providing video services, as well as telephone and high bandwidth Internet access services, to residential and business customers and they are now offering such service in limited areas. Some of these telephone companies have obtained, and are now seeking, franchises or operating authorizations that are less burdensome than our existing franchises.

The subscription television industry also faces competition from free broadcast television and from other communications and entertainment media. Further loss of customers to DBS or other alternative video and Internet services could have a material negative impact on the value of our business and its performance.

With respect to our Internet access services, we face competition, including intensive marketing efforts and aggressive pricing, from telephone companies and other providers of DSL and “dial-up”. DSL service is competitive with high-speed Internet service over cable systems. In addition, DBS providers have entered into joint marketing arrangements with Internet access providers to offer bundled video and Internet service, which competes with our ability to provide bundled services to our customers. Moreover, as we expand our offerings to include telephone, we will face considerable competition from established telephone companies and other carriers, including VoIP providers.

In order to attract new customers, from time to time we make promotional offers, including offers of temporarily reduced-price or free service. These promotional programs result in significant advertising, programming and operating expenses, and also require us to make capital expenditures to acquire additional digital set-top terminals. Customers who subscribe to our services as a result of these offerings may not remain customers for any significant period of time following the end of the promotional period. A failure to retain existing customers and customers added through promotional offerings or to collect the amounts they owe us could have a material adverse effect on our business and financial results.

Mergers, joint ventures and alliances among franchised, wireless or private cable operators, satellite television providers, local exchange carriers and others, may provide additional benefits to some of our competitors, either through access to financing, resources or efficiencies of scale, or the ability to provide multiple services in direct competition with us.

We cannot assure you that our cable systems will allow us to compete effectively. Additionally, as we expand our offerings to include other telecommunications services, and to introduce new and enhanced services, we will be subject to competition from other providers of the services we offer. We cannot predict the extent to which competition may affect our business and operations in the future.

We have a history of net losses and expect to continue to experience net losses. Consequently, we may not have the ability to finance future operations.

We have had a history of net losses and expect to continue to report net losses for the foreseeable future. Our net losses are principally attributable to insufficient revenue to cover a combination of operating costs and the interest costs on our debt. We expect that these expenses will remain significant, and we expect to continue to report net losses for the foreseeable future. We reported net loss of $4.0 million and $1.3 million for the three months ended March 31, 2006 and 2005, respectively. Continued losses would reduce our cash available from operations to service our indebtedness, as well as limit our ability to finance our operations.

We may not have the ability to pass our increasing programming costs on to our customers, which would adversely affect our cash flow and operating margins.

Programming has been, and is expected to continue to be, our largest operating expense item. In recent years, the cable industry has experienced a rapid escalation in the cost of programming, particularly sports programming. We expect programming costs to continue to increase because of a variety of factors, including inflationary or negotiated annual increases, additional programming being provided to customers and increased costs to purchase programming. The inability to fully pass these programming cost increases on to our customers has had an adverse impact on our cash flow and operating margins. As measured by programming costs, and excluding premium

services (substantially all of which were renegotiated and renewed in 2003), as of March 31, 2006, approximately 12% of Charter's current programming contracts were expired, and approximately another 6% were scheduled to expire at or before the end of 2006. There can be no assurance that these agreements will be renewed on favorable or comparable terms. Our programming costs increased by approximately 5% in the three months ended March 31, 2006 compared to the corresponding period in 2005. To the extent that we are unable to reach agreement with certain programmers on terms that we believe are reasonable we may be forced to remove such programming channels from our line-up, which could result in a further loss of customers.

If our required capital expenditures exceed our projections, we may not have sufficient funding, which could adversely affect our growth, financial condition and results of operations.

During the three months ended March 31, 2006, we spent approximately $7.9 million on capital expenditures. Our capital expenditures depends on the level of growth in high-speed Internet customers and in the delivery of other advanced services, as well as the cost of introducing any new services such as telephone. We may need additional capital if there is accelerated growth in high-speed Internet customers or in the delivery of other advanced services or an acceleration in the deployment of telephone services. If we cannot obtain such capital from increases in our cash flow from operating activities, additional borrowings or other sources, our growth, financial condition and results of operations could suffer materially.

Our inability to respond to technological developments and meet customer demand for new products and services could limit our ability to compete effectively.

Our business is characterized by rapid technological change and the introduction of new products and services. We cannot assure you that we will be able to fund the capital expenditures necessary to keep pace with unanticipated technological developments, or that we will successfully anticipate the demand of our customers for products and services requiring new technology. Our inability to maintain and expand our upgraded systems and provide advanced services in a timely manner, or to anticipate the demands of the marketplace, could materially adversely affect our ability to attract and retain customers. Consequently, our growth, financial condition and results of operations could suffer materially.

Malicious and abusive Internet practices could impair our high-speed Internet services.

Our high-speed Internet customers utilize our network to access the Internet and, as a consequence, we or they may become victim to common malicious and abusive Internet activities, such as unsolicited mass advertising (i.e., "spam") and dissemination of viruses, worms and other destructive or disruptive software. These activities could have adverse consequences on our network and our customers, including degradation of service, excessive call volume to call centers and damage to our or our customers' equipment and data. Significant incidents could lead to customer dissatisfaction and, ultimately, loss of customers or revenue, in addition to increased costs to us to service our customers and protect our network. Any significant loss of high-speed Internet customers or revenue or significant increase in costs of serving those customers could adversely affect our growth, financial condition and results of operations.

As a result of hurricanes Katrina and Rita, we can not assure you when our displaced customers will return or when our revenues will increase to pre-hurricane levels.

We experienced significant customer losses as a result of the displacement of customers affected by hurricanes Katrina and Rita for a period of time. While we expect that customers displaced by the hurricanes will return and that revenues will return to pre-hurricane levels we can not predict the amount of time customers and revenues will be impacted by the hurricanes or the number of displaced customers that will return.

Risks Related to Regulatory and Legislative Matters

Our business is subject to extensive governmental legislation and regulation, which could adversely affect our business.

Regulation of the cable industry has increased cable operators' administrative and operational expenses and limited their revenues. Cable operators are subject to, among other things:

- rules governing the provision of cable equipment and compatibility with new digital technologies;

- rules and regulations relating to subscriber privacy;

- limited rate regulation;

- requirements governing when a cable system must carry a particular broadcast station and when it must first obtain consent to carry a broadcast station;

- rules for franchise renewals and transfers; and

- other requirements covering a variety of operational areas such as equal employment opportunity, technical standards and customer service requirements.

Additionally, many aspects of these regulations are currently the subject of judicial proceedings and administrative or legislative proposals. There are also ongoing efforts to amend or expand the federal, state and local regulation of some of our cable systems, which may compound the regulatory risks we already face. Certain states and localities are considering new telecommunications taxes that could increase operating expenses.

Our cable systems are operated under franchises that are subject to non-renewal or termination. The failure to renew a franchise in one or more key markets could adversely affect our business.

Our cable systems generally operate pursuant to franchises, permits and similar authorizations issued by a state or local governmental authority controlling the public rights-of-way. Many franchises establish comprehensive facilities and service requirements, as well as specific customer service standards and monetary penalties for non-compliance. In many cases, franchises are terminable if the franchisee fails to comply with significant provisions set forth in the franchise agreement governing system operations. Franchises are generally granted for fixed terms and must be periodically renewed. Local franchising authorities may resist granting a renewal if either past performance or the prospective operating proposal is considered inadequate. Franchise authorities often demand concessions or other commitments as a condition to renewal. In some instances, franchises have not been renewed at expiration, and we have operated and are operating under either temporary operating agreements or without a license while negotiating renewal terms with the local franchising authorities. Approximately 14% of our franchises, covering approximately 15% of our analog video customers, were expired as of March 31, 2006. Approximately 4% of additional franchises, covering approximately an additional 1% of our analog video customers, will expire on or before December 31, 2006, if not renewed prior to expiration.

We cannot assure you that we will be able to comply with all significant provisions of our franchise agreements and certain of our franchisors have from time to time alleged that we have not complied with these agreements. Additionally, although historically we have renewed our franchises without incurring significant costs, we cannot assure you that we will be able to renew, or to renew as favorably, our franchises in the future. A termination of or a sustained failure to renew a franchise in one or more key markets could adversely affect our business in the affected geographic area.

Our cable systems are operated under franchises that are non-exclusive. Accordingly, local franchising authorities can grant additional franchises and create competition in market areas where none existed previously, resulting in overbuilds, which could adversely affect results of operations.

Our cable systems are operated under non-exclusive franchises granted by local franchising authorities. Consequently, local franchising authorities can grant additional franchises to competitors in the same geographic area or operate their own cable systems. In addition, certain telephone companies are seeking authority to operate in local communities without first obtaining a local franchise. As a result, competing operators may build systems in areas in which we hold franchises. In some cases municipal utilities may legally compete with us without obtaining a franchise from the local franchising authority.

Different legislative proposals have been introduced in the United States Congress and in some state legislatures that would greatly streamline cable franchising. This legislation is intended to facilitate entry by new competitors, particularly local telephone companies. Such legislation has passed in at least four states and one of these newly enacted statutes is subject to court challenge. Although various legislative proposals provide some regulatory relief for incumbent cable operators, these proposals are generally viewed as being more favorable to new entrants due to a number of varying factors including efforts to withhold streamlined cable franchising from incumbents until after

the expiration of their existing franchises. To the extent incumbent cable operators are not able to avail themselves of this streamlined franchising process, such operators may continue to be subject to more onerous franchise requirements at the local level than new entrants. The FCC recently initiated a proceeding to determine whether local franchising authorities are impeding the deployment of competitive cable services through unreasonable franchising requirements and whether such impediments should be preempted. At this time, we are not able to determine what impact such proceeding may have on us.

The existence of more than one cable system operating in the same territory is referred to as an overbuild. These overbuilds could adversely affect our growth, financial condition and results of operations by creating or increasing competition. As of March 31, 2006, we are aware of overbuild situations impacting approximately 13% of our estimated homes passed. Additional overbuild situations may occur in other systems.

Local franchise authorities have the ability to impose additional regulatory constraints on our business, which could further increase our expenses.

In addition to the franchise agreement, cable authorities in some jurisdictions have adopted cable regulatory ordinances that further regulate the operation of cable systems. This additional regulation increases the cost of operating our business. We cannot assure you that the local franchising authorities will not impose new and more restrictive requirements. Local franchising authorities also have the power to reduce rates and order refunds on the rates charged for basic services.

Further regulation of the cable industry could cause us to delay or cancel service or programming enhancements or impair our ability to raise rates to cover our increasing costs, resulting in increased losses.

Currently, rate regulation is strictly limited to the basic service tier and associated equipment and installation activities. However, the FCC and the U.S. Congress continue to be concerned that cable rate increases are exceeding inflation. It is possible that either the FCC or the U.S. Congress will again restrict the ability of cable system operators to implement rate increases. Should this occur, it would impede our ability to raise our rates. If we are unable to raise our rates in response to increasing costs, our losses would increase.

There has been considerable legislative and regulatory interest in requiring cable operators to offer historically bundled programming services on an á la carte basis or to at least offer a separately available child-friendly “Family Tier.” It is possible that new marketing restrictions could be adopted in the future. Such restrictions could adversely affect our operations.

Actions by pole owners might subject us to significantly increased pole attachment costs.

Pole attachments are cable wires that are attached to poles. Cable system attachments to public utility poles historically have been regulated at the federal or state level, generally resulting in favorable pole attachment rates for attachments used to provide cable service. The FCC clarified that a cable operator’s favorable pole rates are not endangered by the provision of Internet access, and that approach ultimately was upheld by the Supreme Court of the United States. Despite the existing regulatory regime, utility pole owners in many areas are attempting to raise pole attachment fees and impose additional costs on cable operators and others. In addition, the favorable pole attachment rates afforded cable operators under federal law can be increased by utility companies if the operator provides telecommunications services, as well as cable service, over cable wires attached to utility poles. Any significant increased costs could have a material adverse impact on our profitability and discourage system upgrades and the introduction of new products and services.

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

A number of companies, including independent Internet service providers, or ISPs, have requested local authorities and the FCC to require cable operators to provide non-discriminatory access to cable’s broadband infrastructure, so that these companies may deliver Internet services directly to customers over cable facilities. In a June 2005 ruling, commonly referred to as *Brand X*, the Supreme Court upheld an FCC decision (and overruled a conflicting Ninth Circuit opinion) making it much less likely that any nondiscriminatory “open access” requirements (which are generally associated with common carrier regulation of “telecommunications services”) will be imposed on the cable industry by local, state or federal authorities. The Supreme Court held that the FCC was correct in classifying cable provided Internet service as an “information service,” rather than a “telecommunications service.” This

favorable regulatory classification limits the ability of various governmental authorities to impose open access requirements on cable-provided Internet service. Given how recently *Brand X* was decided, however, the nature of any legislative or regulatory response remains uncertain. The imposition of open access requirements could materially affect our business.

If we were required to allocate a portion of our bandwidth capacity to other Internet service providers, we believe that it would impair our ability to use our bandwidth in ways that would generate maximum revenues.

Changes in channel carriage regulations could impose significant additional costs on us.

Cable operators also face significant regulation of their channel carriage. They currently can be required to devote substantial capacity to the carriage of programming that they would not carry voluntarily, including certain local broadcast signals, local public, educational and government access programming, and unaffiliated commercial leased access programming. This carriage burden could increase in the future, particularly if cable systems were required to carry both the analog and digital versions of local broadcast signals (dual carriage) or to carry multiple program streams included with a single digital broadcast transmission (multicast carriage). Additional government-mandated broadcast carriage obligations could disrupt existing programming commitments, interfere with our preferred use of limited channel capacity and limit our ability to offer services that would maximize customer appeal and revenue potential. Although the FCC issued a decision in February 2005, confirming an earlier ruling against mandating either dual carriage or multicast carriage, that decision has been appealed. In addition, the FCC could reverse its own ruling or Congress could legislate additional carriage obligations.

ITEM 5. OTHER INFORMATION.

At its meeting held on February 7, 2006, the Board of Directors of Charter approved the metrics for the 2006 Executive Bonus Plan participants. A description of the specific performance metrics and bonus target is attached hereto as Exhibit 10.2.

ITEM 6. EXHIBITS.

The index to the exhibits begins on page 25 of this quarterly report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrants have duly caused this quarterly report to be signed on their behalf by the undersigned, thereunto duly authorized.

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

Dated: May 12, 2006

By: CHARTER COMMUNICATIONS, INC.,
Registrants' Manager

By: /s/ Kevin D. Howard
Name: Kevin D. Howard
Title: Vice President and Chief Accounting Officer
of Charter Communications, Inc. (Manager);
Renaissance Media Group LLC; Renaissance Media
(Louisiana) LLC; and Renaissance Media (Tennessee) LLC

Dated: May 12, 2006

RENAISSANCE MEDIA CAPITAL CORPORATION

By: /s/ Kevin D. Howard
Name: Kevin D. Howard
Title: Vice President and Chief Accounting Officer

EXHIBIT INDEX

Exhibit Number	Description of Document
3.1	Certificate of Incorporation of Renaissance Media Capital Corporation and all amendments thereto (incorporated by reference to the Exhibit 3.1 of the Registration Statement of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation on Form S-4 filed on June 12, 1998 (File No. 333-56679)).
3.2	By-laws of Renaissance Media Capital Corporation (incorporated by reference to the Exhibit 3.2 of the Registration Statement of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation on Form S-4 filed on June 12, 1998 (File No. 333-56679)).
3.3	Certificate of Formation of Renaissance Media (Louisiana) LLC (incorporated by reference to the Exhibit 3.3 of the Registration Statement of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation on Form S-4 filed on June 12, 1998 (File No. 333-56679)).
3.4	Certificate of Formation of Renaissance Media (Tennessee) LLC (incorporated by reference to the Exhibit 3.5 of the Registration Statement of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation on Form S-4 filed on June 12, 1998 (File No. 333-56679)).
3.5	Certificate of Formation of Renaissance Media Group LLC (incorporated by reference to the Exhibit 3.7 of the Registration Statement of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation on Form S-4 filed on June 12, 1998 (File No. 333-56679)).
3.6	Amended and Restated Limited Liability Agreement of Renaissance Media Group LLC, dated April 29, 1999 (incorporated by reference to Exhibit 3.9 of the Quarterly Report on Form 10-Q of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation filed on May 17, 1999 (File No. 333-56679)).
3.7	Amended and Restated Limited Liability Agreement of Renaissance Media (Louisiana) LLC, dated April 29, 1999 (incorporated by reference to Exhibit 3.10 of the Quarterly Report on Form 10-Q of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation filed on May 17, 1999 (File No. 333-56679)).
3.8	Amended and Restated Limited Liability Agreement of Renaissance Media (Tennessee) LLC, dated April 29, 1999 (incorporated by reference to Exhibit 3.11 of the Quarterly Report on Form 10-Q of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation filed on May 17, 1999 (File No. 333-56679)).
3.9	Amended and Restated Limited Liability Agreement of Renaissance Media LLC, dated April 30, 1999 (incorporated by reference to Exhibit 3.12 of the Quarterly Report on Form 10-Q of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation filed on May 17, 1999 (File No. 333-56679)).
3.10	Certificate of Formation of Renaissance Media LLC (incorporated by reference to Exhibit 3.4 of the annual report on Form 10-K of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) and Renaissance Media Capital Corporation filed March 30, 2000 (File No. 333-56679)).
10.1*	Senior Notes Exchange Agreement, dated March 13, 2006, by and among Charter Communications Operating LLC, Charter Communications Operating Capital Corp., Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) and Renaissance Media Capital Corporation and Citadel Equity Fund Ltd.
10.2+	Description of Charter Communications, Inc. 2006 Executive Bonus Plan (incorporated by reference to Exhibit 10.3 on the quarterly report on Form 10-Q of Charter Communications, Inc. filed May 2, 2006 (File No. 000-27927)).
10.3+	Retention Agreement dated as of January 9, 2006, by and between Paul E. Martin and Charter Communications, Inc. (incorporated by reference to Exhibit 99.1 to the current report on Form 8-K of Charter Communications, Inc. filed on January 10, 2006 (File No. 000-27927)).

10.4+	Employment Agreement dated as of January 20, 2006 by and between Jeffrey T. Fisher and Charter Communications, Inc. (incorporated by reference to Exhibit 10.1 to the current report on Form 8-K of Charter Communications, Inc. filed on January 27, 2006 (File No. 000-27927)).
10.5+	Employment Agreement dated as of February 28, 2006 by and between Michael J. Lovett and Charter Communications, Inc. (incorporated by reference to Exhibit 99.2 to the current report on Form 8-K of Charter Communications, Inc. filed on March 3, 2006 (File No. 000-27927)).
10.6+	Separation Agreement of Wayne H. Davis, dated as of March 23, 2006 (incorporated by reference to Exhibit 99.1 to the current report on Form 8-K of Charter Communications, Inc. filed on April 6, 2006 (File No. 000-27927)).
10.7+	Consulting Agreement of Wayne H. Davis, dated as of March 23, 2006 (incorporated by reference to Exhibit 99.2 to the current report on Form 8-K of Charter Communications, Inc. filed on April 6, 2006 (File No. 000-27927)).
31.1*	Certificate of Chief Executive Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the Securities Exchange Act of 1934.
31.2*	Certificate of Chief Financial Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the Securities Exchange Act of 1934.
32.1*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer).
32.2*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).

* Document attached

+ Management compensatory plan or arrangement

Exhibit 10.1

SENIOR NOTES
EXCHANGE AGREEMENT

This SENIOR NOTES EXCHANGE AGREEMENT (the "Agreement") is entered into as of March 13, 2006, by and among Charter Communications Operating, LLC, a Delaware limited liability company ("CCO"), Charter Communications Operating Capital Corp., a Delaware corporation (together with CCO, the "CCO Issuers"), Renaissance Media (Louisiana) LLC, a Delaware limited liability company ("Louisiana"), Renaissance Media (Tennessee) LLC, a Delaware limited liability company ("Tennessee"), Renaissance Media Capital Corporation, a Delaware corporation (together with Louisiana and Tennessee, the "Renaissance Issuers"), and Citadel Equity Fund Ltd(the "Holder"), with reference to the following facts (capitalized terms used but not otherwise defined herein shall have the meanings set forth in Exhibit A hereto):

A. The Holder is the beneficial owner of an aggregate principal amount of $37,233,000 10% Senior Discount Notes due 2008 (the "Renaissance Notes") issued by the Renaissance Issuers;

B. The Holder wishes to exchange its Renaissance Notes for an initial aggregate principal amount of $37,372,000 new 8-3/8% Senior Second Lien Notes due 2014 issued by the CCO Issuers (the "New CCO Notes") and having terms and conditions identical to the CCO Issuers' currently outstanding 8-3/8% Senior Second Lien Notes due 2014 ("Existing CCO Notes"), on the basis set forth in this Agreement; and

C. The CCO Issuers wish to effectuate such exchange on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Exchange. Subject to the terms and conditions of this Agreement, the Holder agrees to sell, and the CCO Issuers agree to purchase, the Renaissance Notes in exchange for New CCO Notes, on the basis set forth in this Agreement (such transactions in this Section 1, the "Exchange"). At the Closing (as defined below), or thereafter in the case of interest payments, the following transactions shall occur:

1.1 The Holder shall sell, assign and transfer to the CCO Issuers (or their designee) all right, title and interest in and to, and all Claims in respect of, or arising or having arisen as a result of the Holder's status as a holder of, all of the Holder's Renaissance Notes, free and clear of all Liens, and cause the Renaissance Notes to be credited to the securities account maintained with Depository Trust Company ("DTC") by a securities intermediary acting for the CCO Issuers (or their designee) (the "CCO Securities Account").

1.2 CCO shall pay or cause to be paid to the Holder in cash the amount of $374,987.74 (three hundred and seventy-four thousand nine hundred and

eighty-seven United States dollars and seventy-four cents) as calculated in accordance with Schedule 1.2 of this Agreement and assuming a closing date of March 13, 2006. In the event such Closing occurs on March 14, 2006, the Parties will adjust the cash payment by an amount not in excess of $1,700 (one thousand seven hundred United States dollars) and in accordance with the formula in Schedule 1.2. Such payment shall be made by wire transfer upon delivery of all the Renaissance Notes.

1.3 In exchange for the transfer, sale and assignment of the Renaissance Notes by the Holder to the CCO Issuers, the CCO Issuers shall deliver, or cause to be delivered, to the Holder the New CCO Notes. New CCO Notes shall be issued only in minimum denominations of $1,000 and integral multiples thereof, and no fractional interests in New CCO Notes shall be issued.

1.4 The New CCO Notes shall be issued under and subject to the Indenture, dated as of April 27, 2004, by and among the CCO Issuers and Wells Fargo Bank, N.A., as trustee (the "CCO Indenture"), pursuant to a supplemental indenture thereto to be dated as of the Closing Date (the "CCO Supplemental Indenture"). Each of the CCO Issuers and the Holder shall execute and/or deliver such other documents and agreements as are customary and reasonably necessary to effectuate the Exchange in connection with the Closing.

1.5 Closing. The closing of the Exchange (the "Closing") shall occur on March 14, 2006 (the "Closing Date"). In the event the Closing does not occur on or before the Closing Date, this Agreement shall terminate in accordance with Article 6 of this Agreement.

2. Representations and Warranties of the CCO Issuers. The CCO Issuers jointly and severally represent and warrant to the Holder, as of the date hereof and as of the Closing Date, that:

2.1 Organization and Qualification. Each of the CCO Issuers is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the requisite corporate or limited liability company power and authority to enter into and perform its obligations under this Agreement, and to own, lease and operate its assets and properties and to carry on its business as it is now being conducted.

2.2 Authorization and Binding Obligation. Each of the CCO Issuers has full corporate or limited liability company power to execute and deliver the Transaction Documents to which it is or will be a party. The execution and delivery of this Agreement by each CCO Issuer and the performance of its obligations hereunder have been, and the execution and delivery of the other Transaction Documents by each CCO Issuer and the performance of its obligations thereunder have been, duly authorized by all necessary corporate or limited liability company action, including any necessary approvals by their respective boards of directors or managers, and no other corporate or limited liability company proceedings on their part are or will be necessary for the execution and delivery of this Agreement and the

other Transaction Documents and the performance of their obligations provided for herein and therein. This Agreement has been, and the other Transaction Documents have been, or on or prior to the Closing Date will be, duly executed and delivered by each CCO Issuer and, assuming this Agreement and the other Transaction Documents are or, on or prior to the Closing Date will be, binding obligations of the Holder, this Agreement constitutes, and the other Transaction Documents constitute, or on or prior to the Closing Date will constitute, valid and binding obligations of the CCO Issuers, enforceable against them in accordance with their respective terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

2.3 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement and the other Transaction Documents by the CCO Issuers and the performance of their obligations hereunder and thereunder will not (i) conflict with or violate the organizational documents of the CCO Issuers or any of their direct or indirect subsidiaries or parent companies, (ii) conflict with or violate any Legal Requirement applicable to the CCO Issuers or any of their direct or indirect subsidiaries or parent companies, or by which any of their respective properties is bound or affected, or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the CCO Issuers or any of their direct or indirect subsidiaries or parent companies are a party or by which any of them or any of their respective properties are bound or affected, except where (in the case of clauses (ii) and (iii)) any of the foregoing would not, either individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(b) The execution and delivery of this Agreement and the other Transaction Documents by the CCO Issuers and the performance of their obligations hereunder and thereunder will not require any prior consent, approval or authorization, or prior filing with or notification to, any Governmental Authority, except where the failure to obtain such prior consents, approvals or permits, or to make such prior filings or notifications, would have or reasonably be expected to have a Material Adverse Effect.

2.4 Material Disclosure. The Renaissance Issuers have previously filed with the Securities and Exchange Commission ("SEC") their annual report on Form 10-K for the year ended December 31, 2004, and their quarterly report on Form 10-Q for the quarter ended September 30, 2005 (the "Renaissance Reports"). The CCO Issuers have previously furnished to the holders of the Existing CCO Notes their annual report on Form 10-K for the year ended December 31, 2004, and their quarterly report on Form 10-Q for the quarter ended September 30, 2005 (the "CCO Reports"). Charter Communications, Inc. has previously filed with the SEC its annual report on Form 10-K for the year ended December 31, 2005 (the "CCI 10-K"). The CCI 10-K, the Renaissance Reports and the CCO Reports are collectively referred to herein as the "Information." The non-financial information included in the Information is accurate, as of the dates specified therein, in all material respects. The

consolidated financial statements (including the notes thereto) included in the Information present fairly in all material respects the respective consolidated financial positions, results of operations and cash flows of the entities to which they relate at the dates and for the periods to which they relate and have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis, subject to year end audit adjustments in the case of unaudited financial statements and to the exceptions to consistency related to the adoption of new generally accepted accounting principles described therein. There has been no change in the business or financial condition of CCO, the Renaissance Issuers or their subsidiaries since December 31, 2004, which would reasonably be expected to have a Material Adverse Effect, except as has been disclosed in the Information or contained or reflected in any press release issued prior to the date of this Agreement or in any report, schedule, form, statement or other document (together with all exhibits, financial statements, schedules and any amendments thereto) that has been filed by CCO with the SEC prior to the date of this Agreement pursuant to the reporting requirements of the Exchange Act (including material filed pursuant to Section 13(a) or 15(d)) or the filing requirements of the Securities Act or that has been furnished by the Renaissance Issuers to the holders of the Existing CCO Notes prior to the date of this Agreement or in the documents listed on Schedule 2.4 hereto. The Information, taken together with (i) any subsequent reports, schedules, forms, statements and other documents (together with all exhibits, financial statements, schedules and any amendments thereto) that have been filed by the CCO Issuers and their parent and subsidiary companies with the SEC pursuant to the filing requirements of the Securities Act or the reporting requirements of the Exchange Act prior to the date of this Agreement (including material filed pursuant to Section 13(a) or 15(d)) or that have furnished by the Renaissance Issuers to the holders of the Existing CCO Notes prior to the date of this Agreement does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2.5 Same Issuer. The issuer of the New CCO Notes and the issuer of the Renaissance Notes is the same entity for United States federal income tax purposes, assuming that the respective corporate co-issuers are not treated as issuers for such tax purposes.

2.6 Restricted Securities. On the Closing Date, the New CCO Notes will not be of the same class as securities listed on a national securities exchange registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or quoted in an automated inter-dealer quotation system.

2.7 No Integration. Neither the CCO Issuers nor any of their affiliates (as defined in Rule 501(b) of Regulation D of the Securities Act ("Regulation D")) has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the New CCO Notes in a

manner that would require registration of the New CCO Notes under the Securities Act.

2.8 No General Solicitation. None of the CCO Issuers nor any of their affiliates or any other person acting on their behalf (other than the Holder, as to which no representation is made) has solicited offers for, or offered or sold, the New CCO Notes by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.

2.9 Securities Law Exemptions. Assuming the accuracy of the representations and warranties of the Holder contained herein and the Holder's compliance with its agreements set forth herein, it is not necessary, in connection with the issuance and sale of the New CCO Notes to the Holder, to register the New CCO Notes under the Securities Act or to qualify the indenture relating to such New CCO Notes under the Trust Indenture Act of 1939, as amended.

3. Representations and Warranties of the Holder. The Holder represents and warrants to the Renaissance Issuers and the CCO Issuers, as of the date hereof and as of the Closing Date, as follows:

3.1 Organization, Standing, and Authority. The Holder (i) is duly organized, validly existing and in good standing under the laws of its state of organization and (ii) has the requisite corporate or other entity power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

3.2 Authorization and Binding Obligation. The execution and delivery of this Agreement and any other Transaction Documents to which it will be a party and the performance by the Holder of its obligations hereunder and thereunder have been duly authorized by all necessary organizational action, including any necessary approval by its board of directors or other governing body, and no other organizational proceedings on its part are necessary for the execution and delivery of this Agreement and any other Transaction Documents to which it will be party and the performance of its obligations provided for herein and therein. This Agreement has been, and any other Transaction Documents to which it is a party will be, duly executed and delivered by it and, assuming this Agreement and such other Transaction Documents are binding obligations of the CCO Issuers, this Agreement and such other Transaction Documents will constitute valid and binding obligations of it enforceable against it in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

3.3 Ownership of Securities; Ability to Deliver.

(a) The Holder owns, directly or beneficially, all of the Renaissance Notes. The Holder owns all of such Renaissance Notes free and clear of any Liens (other than the obligations pursuant to this Agreement and except for such transfer

restrictions of general applicability as may be provided under the Securities Act and the “blue sky” laws of the various States of the United States). Without limiting the foregoing, except for the Holder’s obligations under this Agreement and except for such transfer restrictions of general applicability as may be provided under the Securities Act and the “blue sky” laws of the various States of the United States, the Holder has sole power of disposition with respect to all such Renaissance Notes, with no restrictions on its rights of disposition pertaining thereto and no person or entity other than the Holder has any right to direct or approve the disposition of any such Renaissance Notes. All of the Holder's Renaissance Notes are held for the account of the Holder by the entity named on its signature page of this Agreement.

(b) The Holder, to the extent it owns all or some of the Renaissance Notes beneficially, has confirmed with each securities intermediary through which it holds, directly or indirectly, any of the Renaissance Notes (other than DTC) that such securities intermediary holds, or will hold on the Closing Date a sufficient principal amount of Renaissance Notes, free and clear of any securities lending, short sale or other arrangement or adverse claim, so that the Renaissance Notes can be credited to the CCO Securities Account on the Closing Date (the "Minimum Amount") and each such securities intermediary has agreed to maintain at all times through the Cutoff Date (as defined in Section 6.4), a principal amount of Renaissance Notes at least equal to the Minimum Amount free and clear of any securities lending, short sale or other arrangement or adverse claim that would prevent such crediting to the CCO Securities Account on the Closing Date.

3.4 New CCO Notes Not Registered. The Holder understands that the New CCO Notes, when issued, will not have been registered under the Securities Act, will bear the restrictive legend specified in the CCO Indenture and are issued in reliance upon an exemption from the registration requirements of the Securities Act, which depends upon, among other things, the accuracy of the representations of the Holder as expressed herein. The Holder is not acquiring the New CCO Notes with a view to any distribution thereof or with any present intention of offering or selling any of the New CCO Notes in a transaction that would violate the Securities Act or the securities laws of any state of the United States or any other applicable jurisdiction. The Holder has not offered, sold or delivered the New CCO Notes to be acquired by the Holder, and will not offer, sell or deliver the New CCO Notes, except pursuant to an effective registration statement under the Securities Act or an exemption from such registration to the extent available under the Securities Act.

3.5 Qualified Institutional Buyer; Knowledge. The Holder is a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act, with such knowledge and expertise in financial and business matters as are necessary in order to evaluate the merits and risks of the transactions contemplated by this Agreement, including the investment in the New CCO Notes. The Holder has reviewed the Information and all other information referred to in Section 2.4 hereto, is aware of the business affairs and financial condition of the

CCO Issuers and the Renaissance Issuers and has acquired sufficient information about the CCO Issuers and the Renaissance Issuers to reach an informed and knowledgeable decision to exchange the Renaissance Notes for the New CCO Notes.

4. Covenants.

4.1 Reasonable Best Efforts to Close. The CCO Issuers and the Holder shall use commercially reasonable best efforts to take such actions as are necessary or desirable to consummate the transactions contemplated by this Agreement (including in the case of the Holder, any actions that may be desirable to ensure that the Renaissance Notes are credited to the CCO Securities Account on the Closing Date).

4.2 Limitations on Transfer. During the period from the execution of this Agreement until the earlier of (a) the termination of this Agreement, or (b) the Closing Date, no Holder shall sell, assign or transfer any interest in its Renaissance Notes, or otherwise take any action which would inhibit or impair the Holder's ability to deliver such Renaissance Notes at the Closing in compliance with the terms of this Agreement (including any action that would impair the ability of the relevant securities intermediary through which the Holder, directly or indirectly, holds the Renaissance Notes, from transferring the Renaissance Notes to the CCO Securities Account on the Closing Date). Subject to the restrictions set forth in Section 4.3 and the Confidentiality Agreement referred to therein, the Holder may sell, transfer or assign other securities of Charter Communications, Inc. ("CCI") and its affiliates owned by it which are not the subject of this Agreement.

4.3 Confidentiality Agreement. Notwithstanding anything to the contrary therein, the Confidentiality Agreement (the "Confidentiality Agreement") previously entered into between the Holder and CCI, and the confidentiality and standstill obligations set forth therein, shall expire after completion of all items at the Closing. Except as required by any Legal Requirement, the CCO Issuers and their affiliates will keep confidential the participation of the Holder in the transactions contemplated hereby and the amount of Renaissance Notes sold by it hereunder with the same level of care such party holds its own confidential and proprietary information.

4.4 PORTAL and DTC. The CCO Issuers shall use their reasonable best efforts to arrange, on or before the Closing Date, for the New CCO Notes to be designated Private Offerings, Resales and Trading through Automated Linkages ("PORTAL") Market securities in accordance with the rules and regulations adopted by the National Association of Securities Dealers, Inc. ("NASD") relating to trading in the PORTAL Market, for the New CCO Notes to be eligible for clearance and settlement through DTC.

4.5 No Integration. Neither the CCO Issuers nor any of their affiliates (as defined in Rule 501(b) of Regulation D) will, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of

the New CCO Notes in a manner that would require registration of the New CCO Notes under the Securities Act.

4.6 No General Solicitation. None of the CCO Issuers or any of their affiliates or any other person acting on their behalf (other than the Holder, as to which no covenant is given) will solicit offers for, or offer or sell, the New CCO Notes by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.

4.7 No Distribution of Renaissance Notes. The CCO Issuers shall not resell or reissue the Renaissance Notes in any manner that would cause the Holder to be engaged in a distribution of the Renaissance Notes under the Securities Act of 1933, as amended.

4.8 Tax Treatment. The parties agree to treat the issuance of the New CCO Notes in exchange for the Renaissance Notes as a taxable exchange for United States federal income tax purposes, unless otherwise required by law.

5. Conditions to Closing.

5.1 Conditions to the Obligation of the Holder. The obligation of the Holder to close the Exchange is subject to the fulfillment (or waiver) on or before the Closing Date of the following:

(a) No Injunction or Proceeding. As of the Closing, there shall be no injunction, stay or restraining order in effect with respect to the transactions provided for herein and there shall not be pending or threatened any action, proceeding or investigation involving the Holder challenging or seeking damages from the Holder in connection with the Exchange or seeking to restrain or prohibit the consummation of the Exchange.

(b) Accuracy of Representations. The representations and warranties made by the CCO Issuers in this Agreement shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the Closing Date as if made on the Closing Date (except those qualified by Material Adverse Effect, which shall be accurate in all respects).

(c) Performance. The covenants and obligations that the CCO Issuers are required to comply with or to perform pursuant to this Agreement at or prior to the Closing shall have been complied with and performed in all material respects.

(d) Execution and Delivery of Transaction Documents. The Transaction Documents shall have been executed and delivered by all parties thereto (other than the Holder) and delivered to the Holder.

(e) PORTAL and DTC. The CCO Issuers shall have arranged for the New CCO Notes to be designated PORTAL Market securities in accordance with

the rules and regulations adopted by the NASD relating to trading in the PORTAL Market and for the New CCO Notes to be eligible for clearance and settlement through the Depositary Trust Company.

5.2 Conditions to the Obligations of the CCO Issuers. The obligations of the CCO Issuers to close the Exchange are subject to the fulfillment (or waiver) on or before the Closing Date of the following:

(a) No Injunction. As of the Closing, there shall be no injunction, stay or restraining order in effect with respect to the transactions provided for herein and there shall not be pending or threatened any action, proceeding or investigation challenging or seeking damages in connection with the Exchange or seeking to restrain or prohibit the consummation of the Exchange.

(b) Accuracy of Representations. The representations and warranties made by the Holder in this Agreement shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the Closing Date as if made on the Closing Date.

(c) Performance. The other covenants and obligations that the Holder is required to comply with or to perform pursuant to this Agreement at or prior to such Closing shall have been complied with and performed in all material respects.

(d) Execution and Delivery of Transaction Documents. The Transaction Documents shall have been executed and delivered by all parties thereto (other than the CCO Issuers) and delivered to CCO.

6. Termination.

6.1 By Mutual Consent. This Agreement may be terminated at any time prior to the Closing Date by the mutual written consent of CCO and the Holder.

6.2 By Holder. This Agreement may be terminated by the Holder, upon a material breach of any representation, warranty, covenant or agreement on the part of the CCO Issuers set forth in this Agreement, or if any representation or warranty of the CCO Issuers shall have become materially incorrect or untrue (or, in the case of representations or warranties qualified by reference to a Material Adverse Effect, shall have become incorrect or untrue) in either case such that the conditions set forth in Section 5.1(a) or 5.1(b) would not be satisfied and in either case not less than one business day after written notice of such breach by the Holder to CCO.

6.3 By the CCO Issuers. This Agreement may be terminated by the CCO Issuers, upon a material breach of any representation, warranty, covenant or agreement on the part of the Holder set forth in this Agreement, or if any representation or warranty of the Holder shall have become materially incorrect or untrue, in either case such that the conditions set forth in Section 5.2(a) or Section 5.2(b) would not be satisfied and in either case not less than one business day after written notice of such breach by CCO to the Holder.

6.4 Failure to Close. If the Closing does not occur on or before March 14, 2006 (the "Cutoff Date"), then the Holder, the Renaissance Issuers or the CCO Issuers may terminate this Agreement by delivery of written notice of termination to the other parties hereto; provided, however, any party that is in material breach of this Agreement shall not have the right to terminate this Agreement pursuant to this Section 6.4.

6.5 Effect of Termination. If this Agreement is terminated as provided in this Section 6, then this Agreement will forthwith become null and void and there will be no liability on the part of any party hereto to any other party hereto or any other person or entity in respect thereof, provided that: (i) the obligations of the parties described in Section 7.3 will survive any such termination; and (ii) no such termination will relieve any party from liability for breach of its obligations under this Agreement, and in such event the other parties shall have all rights and remedies available at law or equity, including the right of specific performance against such party.

7. Miscellaneous.

7.1 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of New York without regard to principles of conflicts of law or choice of law.

7.2 Further Assurances; Additional Documents. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement upon the reasonable request of the other party.

7.3 Fees and Expenses. Each party shall be responsible for its own fees and expenses incurred in connection with this Agreement.

7.4 Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to attempt to agree on a modification of this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

7.5 Entire Agreement. This Agreement, the Confidentiality Agreement and the other Transaction Documents represent the entire agreement and understandings between the parties concerning the Exchange and the other matters

described therein and supersede and replace any and all prior agreements and understandings.

7.6 No Oral Modification. This Agreement may only be amended in writing signed by the CCO Issuers and by the Holder.

7.7 Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given at the time of receipt if delivered by hand, by reputable overnight courier or by facsimile transmission (with receipt of successful and full transmission) to the applicable parties hereto at the address stated on the signature pages hereto or if any party shall have designated a different address or facsimile number by notice to the other party given as provided above, then to the last address or facsimile number so designated.

7.8 Submission to Jurisdiction. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any federal court located in the state of New York or any New York state court in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than a federal or state court sitting in the state of New York.

7.9 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.10 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile signatures shall constitute original signatures.

[NEXT PAGE IS SIGNATURE PAGE]

SIGNATURE PAGE TO EXCHANGE AGREEMENT

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

CHARTER COMMUNICATIONS OPERATING, LLC, a Delaware limited liability company

By: /s/ Thomas M. Degnan
Name: Thomas M. Degnan
Its: Vice-President, Treasury Operations

CHARTER COMMUNICATIONS OPERATING CAPITAL CORP., a Delaware corporation

By: /s/ Thomas M. Degnan
Name: Thomas M. Degnan
Its: Vice-President, Treasury Operations

RENAISSANCE MEDIA (LOUISIANA), LLC, a Delaware limited liability company

By: /s/ Thomas M. Degnan
Name: Thomas M. Degnan
Its: Vice-President, Treasury Operations

RENAISSANCE MEDIA (TENNESSEE), LLC, a Delaware limited liability company

By: /s/ Thomas M. Degnan
Name: Thomas M. Degnan
Its: Vice-President, Treasury Operations

RENAISSANCE MEDIA CAPITAL CORPORATION, a Delaware corporation

By: /s/ Thomas M. Degnan
Name: Thomas M. Degnan
Its: Vice-President, Treasury Operations

Notice Address:
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Facsimile: (314) 965-8793
Attn: General Counsel

With a copy to:
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193
Facsimile: (212) 351-5276
Attn: Joerg Esdorn, Esq.

HOLDER'S SIGNATURE PAGE TO EXCHANGE AGREEMENT

Citadel Equity Fund Ltd.
By: Citadel Limited Partnership, Portfolio Manager
By: Citadel Investment Group, L.L.C., its General Partner

By: /s/ Christopher L. Ramsay___
Name: Christoper L. Ramsay
Title: Director and Associate General Counsel

By: ______________________________
Name: ______________________________
Its: ______________________________

Name of nominee holder or DTC Participant(s) holding Renaissance Notes for the benefit of Holder:

DTC Participant Number:

Holder Name and Address:

Schedule 1.2. (Worksheet)

Charter Communications, Inc.
Private Bond Exchange
Citadel

Schedule 1.2

Exchange date 3/13/2006

Bonds DWACed for Cancellation

Renaissance				37,233,000
Senior notes due 4-15-2008	10.000%			
Last interest payment date	10/15/2005			
Days 360 to Exchange date	148			
Accrued interest owed to bondholder			A	1,530,690.00

Bonds issued by Charter

CCO 2nd lien bonds				
Senior notes due 4-30-2014	8.375%	100.375%		37,372,623.75
Rounded to whole bonds				37,372,000.00
Payment for partial bonds			C	623.75
Last interest payment date	10/30/2005			
Days 360 to Exchange date	133			
Accrued purchased interest owed from bondholder			B	(1,156,326.01)
Cash owed to settle partial bonds			C	623.75
Net cash due to bondholder on exchange date			A - B + C	374,987.74

EXHIBIT A

CERTAIN DEFINITIONS

Definitions. Terms defined in the Uniform Commercial Code of the State of New York have the same meanings herein. For purposes of this Agreement, the following terms shall have the following meanings:

"Claims" means any claims, actions, causes of action, liabilities, agreements, demands, damages, debts, rights, interests, obligations, suits, judgments and charges of whatever nature, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, known or unknown, that exist or may exist as of the date of this Agreement, or thereafter arising in law, equity or otherwise.

"Governmental Authority" means the United States of America, any state, commonwealth, territory or possession of the United States of America, any foreign state and any political subdivision or quasi governmental authority of any of the same, including any court, tribunal, department, commission, board, bureau, agency, county, municipality, province, parish or other instrumentality of any of the foregoing.

"Legal Requirement" means applicable common law and any statute, ordinance, code or other law, rule, regulation, order, technical or other written standard, requirement, policy or procedure enacted, adopted, promulgated, applied or followed by any Governmental Authority, including any judgment or order and all judicial decisions applying common law or interpreting any other Legal Requirement, in each case, as amended.

"Lien" means any security interest, any interest retained by the transferor under a conditional sale or other title retention agreement, mortgage, lien, pledge, option, encumbrance, adverse interest, constructive exception to, defect in or other condition affecting title or other ownership interest of any kind, or which would restrict, affect or delay transfer of title, whether or not arising pursuant to any Legal Requirement.

"Material Adverse Effect" means a material adverse effect on (i) the business or condition (financial or otherwise) of the Renaissance Issuers or CCO and, in each case, their or its direct and indirect subsidiaries, taken as a whole, but without giving effect to any effect resulting from changes in conditions that are applicable to the economy or the cable television industry on a national basis, or (ii) on the ability of the CCO Issuers or their affiliates to perform their obligations under this Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Transaction Documents" means this Agreement and the other documents and instruments to be executed and delivered in connection herewith at or prior to the Closing, including without limitation the New CCO Notes and the CCO Supplemental Indenture.

Exhibit 31.1

I, Neil Smit, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;

4. The registrants' other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrants and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) [Reserved];

   (c) Evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and

5. The registrants' other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

Date: May 12, 2006

/s/ Neil Smit
Neil Smit
President and Chief Executive Officer

Exhibit 31.2

I, Jeffrey T. Fisher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;

4. The registrants' other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrants and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) [Reserved];

   (c) Evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and

5. The registrants' other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

Date: May 12, 2006

/s/ Jeffrey T. Fisher
Jeffrey T. Fisher
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER REGARDING PERIODIC REPORT CONTAINING FINANCIAL STATEMENTS

I, Neil Smit, the President and Chief Executive Officer of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation (the "Company") in compliance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, hereby certify that, the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2006 (the "Report") filed with the Securities and Exchange Commission:

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

/s/ Neil Smit
Neil Smit
President and Chief Executive Officer
May 12, 2006

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER REGARDING PERIODIC REPORT CONTAINING FINANCIAL STATEMENTS

I, Jeffrey T. Fisher, the Chief Financial Officer of Renaissance Media Group LLC, Renaissance Media (Louisiana) LLC, Renaissance Media (Tennessee) LLC and Renaissance Media Capital Corporation (the "Company") in compliance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, hereby certify that, the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2006 (the "Report") filed with the Securities and Exchange Commission:

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

/s/ Jeffrey T. Fisher
Jeffrey T. Fisher
Chief Financial Officer
(Principal Financial Officer)
May 12, 2006