

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE
Securities Exchange Act of 1934

For the Quarterly Period Ended March 31, 1999

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE
Securities Exchange Act of 1934

For the Transition Period From _____ to _____

COMMISSION FILE NUMBER:

Renaissance Media Group LLC - 333-56679
Renaissance Media (Louisiana) LLC - 333-56679-02
Renaissance Media (Tennessee) LLC - 333-56679-01
Renaissance Media Capital Corporation - 333-56679-03

(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 Numbers)

12444 Powerscourt Drive - Suite 100
St. Louis, Missouri 63131
(Address of principal executive offices)

(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	<input checked="" type="checkbox"/>	No
	-----	-----

State the aggregate market value of the voting equity securities held by
non-affiliates of the Registrants:

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 one member. 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 AND SUBSIDIARIES

QUARTERLY REPORT

FOR THE THREE MONTHS ENDED MARCH 31, 1999

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

ASSETS	March 31, 1999 (unaudited)	December 31, 1998 (audited)
	-----	-----
Cash and cash equivalents	\$ 8,901	\$ 8,482
Accounts receivable - trade (less allowance for doubtful accounts of \$76 in 1999 and \$94 in 1998)	731	726
Accounts receivable - other	552	584
Prepaid expenses and other assets	381	340
Escrow deposit	--	150
Investment in cable television systems:		
Property, plant and equipment	74,435	71,246
Less: accumulated depreciation	(9,841)	(7,294)
	-----	-----
	64,594	63,952
	-----	-----
Cable television franchises	238,407	236,489
Less: accumulated amortization	(15,436)	(11,473)
	-----	-----
	222,971	225,016
	-----	-----
Intangible assets	17,540	17,559
Less: accumulated amortization	(1,411)	(1,059)
	-----	-----
	16,129	16,500
	-----	-----
Total investment in cable television systems	303,694	305,468
	-----	-----
TOTAL ASSETS	\$ 314,259	\$ 315,750
	=====	=====
LIABILITIES AND MEMBERS' EQUITY		
Accounts payable	\$ 587	\$ 2,042
Accrued expenses	7,062	6,670
Subscriber advance payments and deposits	651	608
Deferred marketing support	755	800
Advances from affiliates	135	135
Debt	212,503	209,874
	-----	-----
TOTAL LIABILITIES	221,693	220,129
	-----	-----
MEMBERS' EQUITY:		
Paid-in capital	108,600	108,600
Accumulated deficit	(16,034)	(12,979)
	-----	-----
Total members' equity	92,566	95,621
	-----	-----
TOTAL LIABILITIES & MEMBERS' EQUITY	\$ 314,259	\$ 315,750
	=====	=====

See accompanying notes to consolidated financial statements

RENAISSANCE MEDIA GROUP LLC
CONSOLIDATED STATEMENT OF OPERATIONS
(DOLLARS IN THOUSANDS)

	Three Months Ended March 31, 1999 (unaudited)

Revenues	\$ 15,254
Cost and expenses:	
Service costs	4,596
Selling, general and administrative	2,293
Depreciation and amortization	6,655

Operating income	1,710

Interest (income)	(90)
Interest expense	4,797

Loss before provision for taxes	(2,997)

Provision for taxes	58

Net loss	\$ (3,055)
	=====

See accompanying notes to consolidated financial statements

RENAISSANCE MEDIA GROUP LLC
 CONSOLIDATED STATEMENT OF CHANGES IN MEMBERS' EQUITY
 (DOLLARS IN THOUSANDS)

	Paid-in Capital -----	Accumulated Deficit -----	Total Member's Equity -----
Balance December 31, 1998 (Audited)	\$108,600	\$ (12,979)	\$ 95,621
Net loss (Unaudited)	--	(3,055)	(3,055)
	-----	-----	-----
Balance March 31, 1999 (Unaudited)	\$108,600 =====	\$ (16,034) =====	\$ 92,566 =====

See accompanying notes to consolidated financial statements

RENAISSANCE MEDIA GROUP LLC
CONSOLIDATED STATEMENT OF CASH FLOWS
(DOLLARS IN THOUSANDS)

	Three Months Ended March 31, 1999 (unaudited)

Operating Activities:	
Net loss	\$ (3,055)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation and amortization	6,655
Accretion on senior discount notes and non-cash interest expense	2,630
Other non-cash expenses	239
Deferred marketing support	(45)
Changes in operating assets and liabilities, net of effects from acquisitions	
Accounts receivable - trade, net	(5)
Accounts receivable - other	32
Prepaid expenses and other assets	(41)
Accounts payable	(1,455)
Accrued expenses	392
Subscriber advance payments and deposits	43

Net cash provided by operating activities	5,390

Investing Activities:	
Purchases of cable television systems:	
Property, plant and equipment	(830)
Cable television franchises	(1,918)
Escrow deposit	150
Capital expenditures	(2,393)
Other intangible assets	20

Net cash used in investing activities	(4,971)

Financing Activities:	
Net cash provided by financing activities	--

Net increase in cash and cash equivalents	419
Cash and cash equivalents at beginning of period	8,482
	=====
Cash and cash equivalents at end of period	\$ 8,901
	=====

See accompanying notes to consolidated financial statements

RENAISSANCE MEDIA GROUP LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 1999
(DOLLARS IN THOUSANDS EXCEPT WHERE INDICATED)
(UNAUDITED)

1. ORGANIZATION

Renaissance Media Group LLC ("Group") was formed on March 13, 1998 by Renaissance Media Holdings LLC ("Holdings"). Holdings formed Renaissance Media Capital Corporation on March 12, 1998. On March 20, 1998, Holdings contributed to Group its membership interests in two wholly owned subsidiaries; Renaissance Media (Louisiana) LLC ("Louisiana") and Renaissance Media (Tennessee) LLC ("Tennessee"), both of which were formed on January 7, 1998. Louisiana and Tennessee acquired a 76% interest and 24% interest, respectively, in Renaissance Media LLC ("Media") from Morgan Stanley Capital Partners III, Inc. ("MSCP III") on February 13, 1998 for a nominal amount. As a result, Media became a subsidiary of Holdings. The transfer was accounted for as a reorganization of entities under common control similar to a pooling of interests since an entity affiliated with MSCP III had a controlling interest in Holdings. Group and its aforementioned subsidiaries are collectively referred to as the "Company" herein. On April 9, 1998, the Company acquired (the "Acquisition") six cable television systems (the "TWI Systems") from TWI Cable, Inc. ("TWI Cable") a subsidiary of Time Warner Inc. ("Time Warner"). Prior to this Acquisition, the Company had no operations other than start-up related activities. For further information, refer to the Company's Annual Report on Form 10-K for the year ended December 31, 1998 for additional disclosures and information regarding the formation of the Company.

2. BASIS OF PRESENTATION

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles. The interim financial statements are unaudited but include all adjustments, which are of normal recurring nature that the Company considers necessary for a fair presentation of the financial position and the results of operations and cash flows for such period. Operating results of interim periods are not necessarily indicative of results for a full year.

3. SALE OF THE COMPANY

On February 23, 1999, Holdings, Charter Communications, Inc. ("Charter") and Charter Communications, LLC ("Buyer") executed a purchase agreement (the "Charter Purchase Agreement"), providing for Holdings to sell and Buyer to purchase, all the outstanding limited liability company membership interests in Group held by Holdings (the "Charter Transaction") subject to certain covenants and restrictions pending closing and satisfaction of certain conditions prior to closing. On April 30, 1999, the Charter Transaction was consummated. In connection therewith all amounts outstanding, including accrued interest and fees, under the Credit Agreement, (as defined herein, see Note 5), were paid in full and the Credit Agreement was terminated on April 30, 1999.

RENAISSANCE MEDIA GROUP LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 1999
(DOLLARS IN THOUSANDS EXCEPT WHERE INDICATED)
(UNAUDITED)

4. ACQUISITIONS

On April 9, 1998, the Company commenced operations with the acquisition of the TWI Systems (the "TWI Acquisition"). Unaudited pro forma summarized results of operations for the Company for the three months ended March 31, 1998, assuming the TWI Acquisition had been consummated on January 1, 1998 are as follows:

	Three Months Ended March 31, 1998
Revenues.....	\$ 13,973
Costs and expenses.....	13,531

Operating income.....	442
Interest and other expenses.....	4,954

Net loss	\$ (4,512)

5. DEBT

Media maintained a credit agreement (the "Credit Agreement"). The aggregate commitments under the Credit Agreement totaled \$150,000, consisted of a \$40,000 revolver, \$60,000 Tranche A Term Loans and \$50,000 Tranche B Term Loans. The revolving credit facility and term loans were collateralized by a first lien position on all present and future assets and members' interest of Media, Louisiana and Tennessee. The Credit Agreement provided for interest at varying rates based upon various borrowing options and the attainment of certain financial ratios and for commitment fees of 1/2% on the unused portion of the revolver. The effective interest rate for the quarter ended March 31, 1999 was 7.67%.

On April 9, 1998, \$110,000 was borrowed under the Credit Agreement's Tranche A and B Term Loans. On June 23, 1998, \$7,500 was repaid resulting in \$102,500 of outstanding Tranche A and B Term Loans as of March 31, 1999.

On March 31, 1999, the Company had unrestricted use of the \$40,000 revolver. No borrowings had been made by the Company through that date.

As required by the Credit Agreement, Media purchased an interest rate cap agreement from Morgan Stanley Capital Services Inc., an affiliate of MSCP III. The agreement effectively fixed or set a maximum LIBOR rate of 7.25% on bank debt borrowings up to \$100,000 through December 1999. As of March 31, 1999, the fair value of the interest rate cap agreement was \$-0-.

As a result of the Charter Transaction (i.e., change of control) and in accordance with the terms and conditions of the indenture governing the 10 % senior discount notes due 2008 (the "Notes"), the Company will offer to repurchase the Notes at a redemption price of 101% of Accreted Value (as defined in the indenture) plus accrued interest.

RENAISSANCE MEDIA GROUP LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 1999
(DOLLARS IN 000'S EXCEPT WHERE INDICATED)
(UNAUDITED)

6. RELATED PARTY TRANSACTIONS

In connection with the Acquisition, Media entered into an agreement with Time Warner, pursuant to which Time Warner manages the Company's programming in exchange for providing the Company access to certain Time Warner programming arrangements. Management believes that these programming rates made available through its relationship with Time Warner are lower than the Company could obtain separately. Such volume rates will not continue to be available after the Charter Transaction.

For the quarter ended March 31, 1999, the Company incurred approximately \$2,009 for programming services under this agreement. In addition, the Company has incurred programming costs of approximately \$713 for programming services owned directly or indirectly by Time Warner entities for the quarter ended March 31, 1999.

The Company has utilized the law firm of one of its board members for various ongoing legal matters. These fees totaled approximately \$154 for the quarter ended March 31, 1999.

7. EMPLOYEE BENEFIT PLAN

The Company sponsors a defined contribution plan that covers substantially all employees (the "Plan"). The Plan provides for contributions from eligible employees up to 15% of their compensation subject to a maximum limit as determined by the Internal Revenue Service. The Company's contribution to the Plan is limited to 50% of each eligible employee's contribution up to 10% of his or her compensation. The Company has the right to change the amount of the Company's matching contribution percentage. The Company matching contributions approximated \$38 for the quarter ended March 31, 1999.

PART I FINANCIAL INFORMATION

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

This report contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended, and is subject to the safe harbors created by those sections. The Company's actual results could differ materially from those discussed herein and its current business plans could be altered in response to market conditions and other factors beyond the Company's control. The forward-looking statements within this Form 10-Q are identified by words such as "believes", "anticipates", "accepts", "intends", "may", "will" and other similar expressions. However, these words are not the exclusive means of identifying such statements. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. The Company undertakes no obligation to release publicly the results of any revisions to these forward-looking statements that may be made to reflect events or circumstances occurring subsequent to the filing of this Form 10-Q with the SEC. Readers are urged to review and consider carefully the various disclosures made by the Company in this report and in the Company's other reports filed with the SEC that attempt to advise interested parties of the risks and factors that may effect the Company's business.

INTRODUCTION AND RECENT DEVELOPMENTS

Renaissance Media Group LLC ("Group") was formed by Renaissance Media Holdings LLC ("Holdings") on March 13, 1998. Group was formed to acquire, operate and develop cable television systems through its subsidiaries in markets within the United States. Group and its wholly owned subsidiaries are collectively referred to as the "Company" herein. Prior to March 13, 1998, the Company's start-up activities were conducted by Holdings and Renaissance Media LLC ("Media").

On April 9, 1998, the Company completed its first acquisition. Pursuant to the Asset Purchase Agreement dated November 14, 1997 with TWI Cable, the Company acquired cable television systems clustered in southern Louisiana, western Mississippi and western Tennessee (the "TWI Systems").

On February 23, 1999, Holdings, Charter Communications, Inc. ("Charter") and Charter Communications, LLC ("Buyer" or "CC LLC") executed a purchase agreement (the "Charter Purchase Agreement"), providing for Holdings to sell and Buyer to purchase, all the outstanding limited liability company membership interests in Group held by Holdings (the "Charter Transaction") subject to certain covenants and restrictions pending closing, and satisfaction of certain conditions prior to closing. On April 30, 1999, the Charter Transaction was consummated. In connection therewith, all amounts outstanding, including accrued interest and fees, under the Credit Agreement were paid in full and the Credit Agreement was terminated.

Overview

Historically, the Company's strategy has been to increase its revenues and EBITDA, (as defined herein), by acquiring, operating and developing cable television systems and capitalizing on the expertise of management, as well as the Company's relationship with the Management Investors and Time Warner.

Following the completion of the Charter Transaction, the Company intends to continue to increase its subscriber base and operating cash flow by improving and upgrading its technical plant and expanding its service offerings. The Company believes that by clustering systems it is able to realize economies of scale, such as reduced payroll, reduced billing and technical costs per subscriber, reduced advertising sales costs, increased local advertising sales, more efficient roll-out and utilization of new technologies and consolidation of its customer service functions. The Company plans to improve and upgrade its technical plant, which should allow it to provide a wide array of new services and service tiers, as well as integrate new interactive features into advanced analog and digital set-top consumer equipment. The Company also plans to develop and provide new cable and broadband services and develop ancillary businesses including digital video and high-speed Internet access services.

Three Months Ended March 31, 1999 (Actual) Compared with Three Months Ended March 31, 1998 (Pro Forma)

The following discussion and table give pro forma effect to the offering of the Notes, Credit Agreement and the Acquisition (collectively the "Transactions") as if they had occurred as of January 1, 1998, and is provided for informational purposes. It does not purport to be indicative of the results which would have actually been obtained had the Transactions been completed on the dates indicated or which may be expected to occur in the future. As the Company had no operations prior to the acquisition of the TWI Systems discussed above and in Note 4 to the Company's Consolidated Financial Statements the following discussion and table compare the three months ended March 31, 1998, Pro Forma Results of Operations to the three months ended March 31, 1999 Actual Results of Operations. The discussion and table relating to the pro forma comparisons has been condensed due to different grouping of expenses between TWI Cable and the Company.

	Three Months Ended March 31,	
	1999 (Actual)	1998 (Pro Forma)
Revenues	\$15,254	\$13,973
Expenses	13,544	13,531
Operating income	1,710	442
Interest and other expenses	4,765	4,954
Net loss	\$(3,055)	\$(4,512)

The Systems served 132,205 basic subscribers at March 31, 1999 compared with 127,191 basic subscribers at March 31, 1998, an increase of 5,014 subscribers or 3.9%. Homes passed increased to 189,449 at March 31, 1999 from 179,402 at March 31, 1998, an increase of 10,047 homes passed or 5.6%. Premium service units decreased to 55,041 at March 31, 1999 from 61,053 at March 31, 1998. Of the total homes passed and basic subscriber increases, approximately 3,000 and 2,000 respectively, were due to the Gulf South and Bayou Vision acquisition in February 1999.

Revenues. Revenues increased \$1.3 million, or 9.2%, to \$15.3 million for the three months ended March 31, 1999 from \$14.0 million for the three months ended March 31, 1998. The increase in revenues for the three months ended March 31, 1999 resulted primarily from increases in basic revenue. Basic revenue increased due to an increase in the weighted average monthly subscription rate for basic service to \$8.20 in 1999 from \$7.88 in 1998 and an increase in the weighted average monthly subscription rate for CPST to \$22.58 in 1999 from \$20.28 in 1998. In addition, basic

revenue increased due to the increase in subscribers during the three months ended March 31, 1999 over the comparable period in 1998. Partially offsetting the increase in basic revenue was a decrease in pay-per-view revenue of \$.1 million from \$1.6 million to \$1.5 million.

Expenses. Expenses that include service costs, selling, general and administrative and depreciation and amortization were unchanged for the quarter ended March 31, 1999 compared to the quarter March 31, 1998. This is due to a combination of offsetting factors. Programming costs increased approximately \$.4 million due to annual rate increases and the addition of new programming services. This increase was offset by: (1) lower marketing costs due to increased marketing support reimbursement from vendors; (2) the reduction of certain expense accruals based on actual expense levels being lower than previously estimated and (3) lower bad debt expense due to improved collection procedures.

Operating Income. Operating income increased \$1.3 million to \$1.7 million for the three months ended March 31, 1999 from \$.4 million for the three months ended March 31, 1998. The increase in operating income resulted from the increase in revenue of \$1.3 million for the three month period ended March 31, 1999, over the three month period ended March 31, 1998.

Interest Expense. Interest expense, decreased \$.1 million or 2.0% to \$4.8 million for the three months ended March 31, 1999 from \$4.9 million for the three months ended March 31, 1998. This decrease was due to the decrease in bank debt outstanding from \$110.0 million during the three month period ended March 31, 1998 to \$102.5 million during the three month period ended March 31, 1999 and lower borrowing rates.

Net Loss. For the reasons discussed above, net loss decreased \$1.4 million, or 32.3%, to \$3.1 million for the three months ended March 31, 1999 from \$4.5 million for the three months ended March 31, 1998

LIQUIDITY AND CAPITAL RESOURCES

The cable television business requires substantial capital for the upgrading, expansion and maintenance of signal distribution equipment, as well for home subscriber devices and wiring, and service vehicles. The Company will continue to deploy fiber optic technology and to upgrade the Systems to a minimum of 550 MHz. The deployment of fiber optic technology will allow the Company to complete future upgrades to the Systems in a cost-effective manner.

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

The Systems' net cash provided by operations was \$5.4 million for the three months ended March 31, 1999. The Systems' net cash used in investing activities was \$5.0 million for the three months ended March 31, 1999. The Systems' did not provide or use any cash in financing activities for the three months ended March 31, 1999.

EBITDA represents operating income before interest, taxes, depreciation and amortization. EBITDA is not intended to be a performance measure that should be regarded as an alternative either to operating income or net income as an indicator of operating performance or to the statement of cash flows as a measure of liquidity, as determined in accordance with generally accepted accounting principles. EBITDA is included herein because the Company believes that EBITDA is a meaningful

measure of performance as it is commonly used in the cable television industry to analyze and compare cable television companies on the basis of operating performance, leverage and liquidity. In addition, the primary debt instruments of the Company contain certain covenants, compliance with which is measured by computations similar to determining EBITDA. The Company's definition of EBITDA may not be identical to similarly titled measures by other companies. The Systems' EBITDA was \$8.4 million (54.8% of revenue) for the three months ended March 31, 1999.

The Company expects to make substantial investments in capital to: (i) upgrade its cable plant; (ii) build line extensions; (iii) purchase new equipment; and (iv) acquire the equipment necessary to implement its digital, Internet and data transmission strategy. In 1999, the Company estimates capital expenditures will range from approximately \$14 million to \$17 million. However, the actual amount and timing of the Company's capital requirements may differ materially from the Company's estimates as a result of, among other things, the demand for the Company's services and regulatory, technological and competitive developments (including additional market developments and new opportunities) in the Company's industry. During the three months ended March 31, 1999, the Company made capital expenditures of approximately \$2.4 million.

Borrowings under the Credit Agreement bore interest at floating rates, although the Company was required to maintain interest rate protection programs. Media's obligations under the Credit Agreement were secured by substantially all the assets of Media. On April 30, 1999, all outstanding indebtedness under the Credit Agreement was repaid and the facility was terminated.

As a result of the Charter Transaction (i.e., change of control) and in accordance with the terms and conditions of the indenture governing the 10 % senior discount notes due 2008 (the "Notes"), the Company will offer to repurchase all the Notes at a redemption price of 101% of Accreted Value (as defined in the indenture) plus accrued interest.

The Indenture governing the 10% senior discount notes limits cash payments by the Company to the sum of: i) the amount by which consolidated EBITDA (as defined) exceeds 130% of consolidated interest expense (as defined) determined on a cumulative basis, ii) capital contributions, and iii) an amount equal to the net reduction in investments (as defined). Excess cash will be made available to Charter Communications Operating, LLC ("CCO"), parent entity of CC LLC, as permitted by the Indenture, including the funding of CCO's credit facility (the "CCO Credit Agreement").

The Company and all subsidiaries of CCO have guaranteed payment and performance by CCO of its obligations inherent in the CCO Credit Agreement. In addition, Group and its wholly owned subsidiaries, Renaissance (Louisiana) Media LLC and Renaissance (Tennessee) Media LLC, and all subsidiaries of CCO have pledged their ownership interests as collateral to the CCO Credit Agreement.

YEAR 2000 ISSUES

The Company relies on computer systems, related software applications and other control devices in operating and monitoring all major aspects of its business, including, but not limited to, its financial systems (such as general ledger, accounts payable, payroll and fixed asset modules), subscriber billing systems, internal networks and telecommunications equipment. The Company also relies, directly and indirectly, on the external systems of various independent business enterprises, such as its suppliers and financial organizations, for the accurate exchange of data.

The Company continues to assess the likely impact of Year 2000 issues on its business operations, including its material information technology ("IT") and non-IT applications. These material applications include all billing and subscriber information systems, general ledger software, payroll systems, accounting software, phone switches and certain headend applications, all of which are third party supported.

The Company believes it has identified all systems that may be affected by Year 2000 Issues. Concurrent with the identification phase, the Company is securing compliance determinations relative to all identified systems. For those systems that the Company believes are material, compliance programs have been received or such systems have been certified by independent parties as Year 2000 compliant. For those material systems that are subject to compliance programs, the Company expects to receive Year 2000 certifications from independent parties by the second quarter of 1999. Determinations of Year 2000 compliance requirements for less mission critical systems are in progress and are expected to be completed in the second quarter of 1999.

With respect to third parties with which the Company has a material relationship, the Company believes its most significant relationships are with financial institutions, who receive subscriber monthly payments and maintain Company bank accounts, and subscriber billing and management systems providers. We have received compliance programs, which, if executed as planned, should provide a high degree of assurance that all Year 2000 third party issues described herein will be addressed by mid 1999.

The Company has not incurred any material Year 2000 costs to date, and excluding the need for contingency plans, does not expect to incur any material Year 2000 costs in the future because most of its applications are maintained by third parties who have borne Year 2000 compliance costs.

The Company cannot be certain that it or third parties supporting its systems have resolved or will resolve all Year 2000 issues in a timely manner. Failure by the Company or any such third party to successfully address the relevant Year 2000 issues could result in disruptions of the Company's business and the incurrence of significant expenses by the Company. Additionally, the Company could be affected by any disruption to third parties with which the Company does business if such third parties have not successfully addressed their Year 2000 issues.

Failure to resolve Year 2000 issues could result in improper billing to the Company's subscribers which could have a major impact on the recording of revenue and the collection of cash as well as create significant customer dissatisfaction. In addition, failure on the part of the financial institutions with which the Company relies on for its cash collection and management services could also have significant impact on collections, results of operations and the liquidity of the Company.

The Company has not yet finalized contingency plans necessary to handle the most likely worst case scenarios. Before concluding as to possible contingency plans, the Company must determine whether the material service providers contemplate having such plans in place. In the event that contingency plans from material service providers are not in place or are deemed inadequate, management expects to have such plans in place by the third quarter of 1999.

IMPACT OF INFLATION

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

PART II OTHER INFORMATION

ITEM 5. OTHER INFORMATION

(a) CHANGE IN CONTROL

As a result of the Charter Transaction and on April 30, 1999, the direct owner of 100% of Group's membership interests was Charter Communications, LLC and the ultimate beneficial owner was Paul G. Allen.

In addition to a beneficial ownership interest in Group, Charter Communications, Inc. ("Charter"), an entity substantially owned by Paul G. Allen, was named manager of Group and each of its subsidiaries pursuant to the terms of Amended and Restated Limited Liability Company Agreements (the "LLC Agreements"), dated April 30, 1999. Furthermore, Charter now provides management services to Group and its subsidiaries by virtue of an Amended and Restated Management Agreement between Charter and Charter Communications Holdings, LLC ("Charter Holdings"); this agreement covers all subsidiaries of Charter Holdings.

(b) CHANGE OF DIRECTORIES

Effective April 30, 1999, pursuant to the LLC Agreements Jerald L. Kent was appointed as the sole member of the Board of Directors of Group and each of its subsidiaries.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) EXHIBITS

Included in this report:

- 3.9 Amended and Restated Limited Liability Agreement of Renaissance Media Group LLC, dated April 29, 1999
- 3.10 Amended and Restated Limited Liability Agreement of Renaissance Media (Louisiana) LLC, dated April 29, 1999
- 3.11 Amended and Restated Limited Liability Agreement of Renaissance Media (Tennessee) LLC, dated April 29, 1999
- 3.12 Amended and Restated Limited Liability Agreement of Renaissance Media LLC, dated April 29, 1999
- 10.28 Assumption Agreement, dated as of April 30, 1999, made by Renaissance Media Group LLC in favor of NationsBank, N.A.
- 10.29 Assumption Agreement, dated as of April 30, 1999, made by Renaissance (Louisiana) Media LLC in favor of NationsBank, N.A.
- 10.30 Assumption Agreement, dated as of April 30, 1999, made by Renaissance (Tennessee) Media LLC in favor of NationsBank, N.A.
- 10.31 Assumption Agreement, dated as of April 30, 1999, made by Renaissance Media Capital Corporation in favor of NationsBank, N.A.

- 10.32 Assumption Agreement, dated as of April 30, 1999, made by Renaissance (Tennessee) Media LLC in favor of NationsBank, N.A.
- 10.33 Assumption Agreement, dated as of April 30, 1999, made by Renaissance Media LLC in favor of NationsBank, N.A.
- 27.1 Financial Data Schedule (supplied for the information of the Commission)

(b) REPORTS OF FORM 8-K

The registrant filed a current report on Form 8-K on March 1, 1999, which announced: (1) signing of the Purchase Agreement among Charter Communications, Inc., Charter Communications, LLC, Renaissance Media Holdings LLC ("Holdings"), and Renaissance Media Group LLC ("Group"), pursuant to which Holdings agreed to sell and Buyer agree to purchase from Holdings, all of the outstanding limited liability company membership interests in Group, (2) the issuance of a press release on February 26, 1999 by Group announcing its results of operations for the quarter ended December 31, 1998 and (3) the issuance of Group's audited consolidated financial statements for the year ended December 31, 1998.

SIGNATURES

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

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

Dated May 14, 1999

By: CHARTER COMMUNICATIONS, INC.

its Manager

By: /s/ JERALD L. KENT

Name: Jerald L. Kent
Title: President, Chief Executive Officer

RENAISSANCE MEDIA CAPITAL CORPORATION

Dated May 14, 1999

By: /s/ JERALD L. KENT

Name: Jerald L. Kent
Title: President, Chief Executive Officer

By: /s/ JERALD L. KENT

May 14, 1999

Name: Jerald L. Kent
Title: President, Chief Executive Officer

By: /s/ KENT D. KALKWARF

May 14, 1999

Name: Kent D. Kalkwarf
Title: Senior Vice President and
Chief Financial Officer

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

RENAISSANCE MEDIA GROUP LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

This FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF RENAISSANCE MEDIA GROUP LLC (this "Agreement"), is entered into as of April 29, 1999 by Charter Communications, LLC, a Delaware limited liability company ("Member") as the sole member of Renaissance Media Group LLC, a Delaware limited liability company (the "Company"), as a complete amendment and restatement of Limited Liability Agreement of the Company dated March 20, 1998.

In consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. General.

(a) Effective as of the date and time of filing of the Certificate of Formation (the "Certificate") in the office of the Secretary of State of the State of Delaware, the parties hereby form a limited liability company under the Delaware Limited Liability Company Act. Except as expressly provided herein, the rights and obligations of the members in connection with the regulation and management of the Company shall be governed by the Delaware Limited Liability Company Act (6 Del.C. Section 18-101, et. seq.) (the "Delaware Limited Liability Company Act").

(b) The name of the Company shall be "Renaissance Media Group LLC". The business of the Company shall be conducted under such name or any other name or names that the Manager shall determine from time to time.

(c) The address of the registered office of the Company in the State of Delaware shall be c/o CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The registered office or registered agent of the Company may be changed from time to time by the Manager.

(d) The principal place of business of the Company shall be at 12444 Powerscourt Drive, Suite 400, St. Louis, MO 63131. At any time, the Manager may change the location of the Company's principal place of business.

(e) The term of the Company will commence on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware, and will continue and have perpetual existence until dissolved and its affairs wound up in accordance with the provisions of this Agreement.

(f) The execution of the Certificate by Charter and the filing thereof in the office of the Secretary of State of the State of Delaware, are hereby ratified, confirmed and approved by the members.

(g) The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Manager, as an authorized person within the meaning of the Delaware Limited Liability Company Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

SECTION 2. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

SECTION 3. Powers. The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Delaware Limited Liability Company Act.

SECTION 4. Management.

(a) Management by Managers. The Members hereby unanimously elect Charter Communications, Inc. ("CCI"), a Delaware corporation, or its successor-in-interest, as the Company's Manager. CCI shall be the Manager until the Members unanimously elect otherwise. No additional person may be elected as Manager without the unanimous approval of the Members. Except as otherwise required by applicable law and as provided below with respect to the Board of Directors, the powers of the Company shall at all times be exercised by or under the authority of, and the business, property and affairs of the Company shall be managed by, or under the direction of, the Manager.

The Manager shall be authorized to elect, remove or replace directors and officers of the Company, who shall have such authority with respect to the management of the business and affairs of the Company as set forth herein or as otherwise specified by the Manager in the resolution or resolutions pursuant to which such directors or officers were elected.

Except as otherwise required by applicable law, CCI, in its capacity as Manager, shall be authorized to execute or endorse any check, draft, evidence of indebtedness, instrument, obligation, note, mortgage, contract, agreement, certificate or other document on behalf of the Company.

No annual or regular meetings of the Manager or the members are required. The Manager may, by written consent, take any action which it is otherwise required or permitted to take at a meeting.

(b) Board of Directors.

i) Notwithstanding paragraph (a) above, the Manager may delegate its power to manage the business of the Company to a Board of Directors (the "Board") which, subject to the limitations set forth below, shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Delaware Limited Liability Company Act and as are not by statute, by the Certificate, or by this Agreement directed or required to be exercised or done by the Manager. The rights and duties of the members of the Board may not be assigned or delegated to any person or entity.

ii) Except as otherwise provided herein, members of the Board shall possess and may exercise all the powers and privileges and shall have all of the obligations and duties to the Company and the Members granted to or imposed on directors of a corporation organized under the laws of the State of Delaware.

iii) The number of directors shall initially be one (1), which number may be changed from time to time by the Manager. The initial director shall be Jerald L. Kent.

iv) Each director shall be appointed by the Manager and shall serve in such capacity until the earlier of his resignation, removal or replacement by the Manager.

v) No director shall be entitled to any compensation for serving as a director. No fee shall be paid to any director for attendance at any meeting of the Board; provided, however, that the Company may reimburse directors for the actual reasonable costs incurred in such attendance.

(c) Consent Required. The affirmative vote, approval, consent or ratification of the Manager shall be required to:

i) alter the primary purposes of the Company as set forth in Section 2;

ii) issue membership interests in the Company to any Person and admit such Person as a Member;

iii) do any act in contravention of this Agreement or any resolution of the Members, or cause the Company to engage in any business not authorized by the Certificate or the terms of this Agreement or that which would make it impossible to carry on the usual course of business of the Company;

iv) enter into or amend any agreement which provides for the management of the business or affairs of the Company by a person other than the Manager;

v) change or reorganize the Company into any other legal form;

vi) amend this Agreement;

vii) approve a merger or consolidation with another Person;

viii) sell all or substantially all of the assets of the Company;

ix) change the status of the Company from one in which management is vested in the Manager to one in which management is vested in the Members or in any other manager, other than as may be delegated to the Board and the officers hereunder;

x) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose;

xi) operate the Company in such a manner that the Company becomes an investment company" for purposes of the Investment Company Act of 1940;

xii) except as otherwise provided or contemplated herein, enter into any agreement to acquire property or services from any Person who is a director or officer;

xiii) settle any litigation or arbitration with any third party, any Member, or any Affiliate of any Member, except for any litigation or arbitration brought or defended in the ordinary course of business where the present value of the total settlement amount or damages will exceed \$5,000,000;

xiv) materially change any of the tax reporting positions or elections of the Company;

xv) make or commit to any expenditures which, individually or in the aggregate, exceed or are reasonably expected to exceed the Company's total budget (as approved by the Manager) by the greater of 5% of such budget or Five Million Dollars (\$5,000,000); or

xvi) make or incur any secured or unsecured indebtedness which individually or in the aggregate exceeds Five Million Dollars (\$5,000,000), provided that this restriction shall not apply to (i) any refinancing of or amendment to existing indebtedness which does increase total borrowing, (ii) any indebtedness to (or guarantee of indebtedness of) any company controlled by or under common control with the Company ("Intercompany Indebtedness"), (iii) the pledge of any assets to support any otherwise permissible indebtedness of the Company or any Intercompany Indebtedness or (iv) indebtedness necessary to finance a transaction or purchase approved by the Manager.

(d) Board of Director Meetings.

i) Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

ii) Special Meetings. Special meetings of the Board may be called by the president or any member of the Board on twenty-four (24) hours' notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of Members holding a majority of the Common Units held by all Members. Notice of a special meeting may be given by facsimile.

iii) Telephonic Meetings. Members of the Board may participate in any regular or special meeting of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4.4(c) will constitute presence in person at such meeting.

iv) Quorum. Subject to the provisions of Section 4.3, at all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of such adjournment shall be given to any director not present at such meeting.

v) Action Without Meeting. Unless otherwise restricted by the Certificate of Formation or this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board.

(e) Board's Duty of Care. The Board's duty of care in the discharge of its duties to the Company and the Members is limited to discharging its duties pursuant to this Agreement in good faith, with the care a corporate director of like position would exercise under similar circumstances, in the manner it reasonably believes to be in the best interests of the Company. In discharging its duties, the Board shall not be liable to the Company or to any Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or approved by the Manager.

SECTION 5. Officers.

(a) Officers. The officers shall be a President, a Treasurer and a Secretary, and such other additional officers, including a Chairman of the Board, one or more Chairmen, Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board, the Manager or the President may from time to time elect. Any two or more offices may be held by the same individual.

(b) Election and Term. The President, Treasurer and Secretary shall be elected by and shall hold office at the pleasure of the Board or the Manager. The Board, the Manager or the President may elect such other officers and agents as it shall deem desirable, who shall hold office at the pleasure of the Board, the Manager or the President, and who shall have such authority and shall perform such duties as from time to time shall be prescribed by the Board, the Manager or the President.

(c) Removal. Any officer may be removed by the affirmative vote of the Manager or the affirmative vote of at least a majority of the directors then in office, with or without cause, for any reason or for no reason. Any officer other than the President, the Treasurer or the Secretary may be removed by the President, with or without cause, for any reason or for no reason.

(d) Duties and Authority of Officers.

i) President. The President shall be the chief executive officer and (if no other person has been appointed as such) the chief operating officer of the Company; shall preside at all meetings of the Members and directors; shall have general supervision and active management of the business and finances of the Company; shall see that all orders and resolutions of the Board or the Manager are carried into effect; subject, however, to the right of the directors to delegate any specific powers to any other officer or officers. In the absence of direction by the Board or Manager to the contrary, the President shall have the power to vote all securities held by the Company and to issue proxies therefor. In the absence or disability of the President, any Chairman (if any) or, if there is no Chairman, the most senior available officer appointed by the Board or the Manager shall perform the duties and exercise the powers of the President with the same force and effect as if performed by the President, and shall be subject to all restrictions imposed upon him.

ii) Vice President. Each Vice President, if any, shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted to him or her by the Manager, the Board or by the President of the Company. In the absence of direction by the Board, the Manager or the President to the contrary, the any Senior Vice President shall have the power to vote all securities held by the Company and to issue proxies therefor.

iii) The Secretary. The Secretary shall give, or cause to be given, a notice as required of all meetings of the Members and of the Board. The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and Members. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof. The Secretary shall perform such other duties as may be prescribed from time to time by the Manager or the Board.

iv) The Treasurer. The Treasurer shall have custody of the Company funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books of the Company to be maintained for such purpose; shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in depositories designated by the Manager or the Board; and shall disburse the funds of the Company as may be ordered by the Manager or the Board.

v) The Chairmen. Each Chairman, if any, shall perform such duties as shall be assigned, and shall exercise such powers as may be granted to him or her by the Manager or the Board.

SECTION 6. Members.

(a) The members of the Company shall be set forth on Exhibit A hereto. Other persons may be admitted as members from time to time pursuant to the provisions of this Agreement.

(b) No member shall be liable for the debts, liabilities and obligations of the Company, including any debts, liabilities and obligations under a judgment, decree or order of a court.

(c) Neither a member nor any of its affiliates, partners, members, directors, managers, officers or employees shall be expressly or impliedly restricted or prohibited by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever. Except as otherwise agreed in writing, each member and its affiliates, partners, members, directors, managers, officers and employees shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

SECTION 7. Percentage Interests. Each member has heretofore made the capital contribution or has the percentage interest described in the Limited Liability Company Agreement dated March 20, 1998. As of the date hereof, the Percentage Interests or number of membership units held by each Member shall be as set forth in Exhibit A attached hereto.

SECTION 8. Distributions. The Company may from time to time distribute to the members such amounts in cash and other assets as shall be determined by the members. Each such distribution, including liquidating distributions, shall be divided among the members in accordance with their Percentage Interests.

SECTION 9. Allocations. The profits and losses of the Company shall be allocated to the members in accordance with their Percentage Interests or number of membership units.

SECTION 10. Dissolution; Winding Up.

(a) The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the members or (ii) the occurrence of any event required to cause the dissolution of the Company under the Delaware Limited Liability Company Act.

(b) Any dissolution of the Company shall be effective as of the date on which the event occurs giving rise to such dissolution, but the Company shall not terminate unless and until all its affairs have been wound up and its assets distributed in accordance with the provisions of the Delaware Limited Liability Company Act.

(c) Upon dissolution of the Company, the Company shall continue solely for the purposes of winding up its business and affairs as soon as reasonably practicable. Promptly after the dissolution of the Company, the Manager shall immediately commence to wind up the affairs of the Company in accordance with the provisions of this Agreement and the Delaware Limited Liability Company Act. In winding up the business and affairs of the Company, the Manager may take any and all actions that they determine in its sole discretion to be in the best interests of the members, including, but not limited to, any actions relating to (i) causing written notice by registered or certified mail of the Company's intention to dissolve to be mailed to each known creditor of and claimant against the Company, (ii) the payment, settlement or compromise of existing claims against the Company, (iii) the making of reasonable provisions for payment of contingent claims against the Company and (iv) the sale or disposition of the properties and

assets of the Company. It is expressly understood and agreed that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of claims against the Company so as to enable the Manager to minimize the losses that may result from a liquidation.

SECTION 11. Transfer. For so long as the Company has more than one member, no member shall transfer (whether by sale, assignment, gift, pledge, hypothecation, mortgage, exchange or otherwise) all or any part of his, her or its limited liability company interest in the Company to any other person without the prior written consent of each of the other members; provided, however, that this Section 11 shall not restrict the ability of any member to transfer (at any time) all or a portion of its limited liability company interest in the Company to another member. Upon the transfer of a member's limited liability company interest, the Manager shall provide notice of such transfer to each of the other members and shall amend Exhibit A hereto to reflect the transfer.

SECTION 12. Admission of Additional Members. The admission of additional members to the Company shall be accomplished by the amendment of this Agreement and, if required by the Delaware Limited Liability Company Act.

SECTION 13. Tax Matters. The members agree that, so long as the Company has more than one member, it is intended that the Company shall be treated as a partnership for purposes of United States federal, state and local income tax laws, and further agree not to take any position or make any election, in a tax return or otherwise, inconsistent therewith. So long as the Company is a partnership for federal income tax purposes, the "tax matters partner" of the Company (the "Tax Matters Member") for purposes of section 6231(a)(7) of the Internal Revenue Code of 1986, as amended, shall be as set forth in Exhibit A, attached hereto. The Tax Matters Member shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. In the event that the Company becomes a sole member entity, it is intended that for federal income tax purposes its assets be deemed to be owned by the sole member in accordance with the applicable Treasury Regulations.

SECTION 14. Exculpation and Indemnification.

(a) Neither the members, the Manager, the directors, their affiliates, nor any person who at any time shall serve, or shall have served, as a director, officer, employee or other agent of any member or any such affiliate and who, in such capacity, shall engage, or shall have engaged, in activities on behalf of the Company (a "Specified Agent") shall be liable, in damages or otherwise, to the Company or to any member for, and neither the Company nor any member shall take any action against such members, their affiliates or any Specified Agent, in respect of any loss which arises out of any acts or omissions performed or omitted by it pursuant to the authority granted by this Agreement, or otherwise performed on behalf of the Company, if such member, such affiliate, or such Specified Agent, as applicable, in good faith, determined that such course of conduct was in the best interests of the Company. Each member shall look solely to the assets of the Company for return of his, her or its investment, and if the property of the Company remaining after the discharge of the debts and liabilities of the Company is insufficient to return such investment, each member shall have no recourse against the Company, the other

members or their affiliates, except as expressly provided herein; provided, however, that the foregoing shall not relieve any member of any fiduciary duty or duty of fair dealing to the other members that it may have under applicable law.

(b) In any threatened, pending or completed claim, action, suit or proceeding to which a member, any of such member's affiliates, or any Specified Agent was or is a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of the Company, including without limitation any action or proceeding brought under the Securities Act of 1933, as amended, against a member, any of such member's affiliates, or any Specified Agent relating to the Company, the Company shall indemnify and hold harmless the members, any such affiliates, and any such Specified Agents against losses, damages, expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by or in connection with such claim, action, suit or proceeding; provided, however, that none of the members, any of their affiliates or any Specified Agent shall be indemnified for actions constituting bad faith, willful misconduct, or fraud. Any act or omission by any member, any of such member's affiliates or any Specified Agent, if done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care by such member, such affiliate or such Specified Agent, as applicable, shall not constitute bad faith, willful misconduct, or fraud on the part of such member, affiliate or Specified Agent.

(c) The termination of any claim, action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that any act or failure to act by a member, such member's affiliate or any Specified Agent constituted bad faith, willful misconduct or fraud under this Agreement.

(d) Any such indemnification under this Section 13 shall be recoverable only out of the assets of the Company and not from the members.

SECTION 15. Miscellaneous.

(a) A member's limited liability company interest may be evidenced by a certificate of limited liability company interest executed by the Manager or an officer and in substantially the form attached hereto as Exhibit B (or in such other form as the Manager may approve).

(b) The terms and provisions set forth in this Agreement may be amended, and compliance with any term or provision set forth herein may be waived, only by a written instrument executed by each member. No failure or delay on the part of any member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

(c) This Agreement shall be binding upon and inure to the benefit of the members and their respective successors and assigns.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(e) In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the party has caused this Agreement to be duly executed on the date first above written.

RENAISSANCE MEDIA GROUP LLC

By: /s/Curtis S. Shaw

Curtis S. Shaw
Senior Vice President

EXHIBIT A

MEMBER NAME -----	NUMBER OF UNITS/PERCENTAGE INTEREST -----
Charter Communications, LLC	100%

TAX MATTERS MEMBER

Charter Communications, Inc.

EXHIBIT B

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

RENAISSANCE MEDIA (LOUISIANA) LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

This FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF RENAISSANCE MEDIA (LOUISIANA) LLC (this "Agreement"), is entered into as of April 29, 1999 by Renaissance Media Group LLC, a Delaware limited liability company ("Member") as the sole member of Renaissance Media (Louisiana) LLC, a Delaware limited liability company (the "Company"), as a complete amendment and restatement of Limited Liability Agreement of the Company dated March 20, 1998

In consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. General.

(a) Effective as of the date and time of filing of the Certificate of Formation (the "Certificate") in the office of the Secretary of State of the State of Delaware, the parties hereby form a limited liability company under the Delaware Limited Liability Company Act. Except as expressly provided herein, the rights and obligations of the members in connection with the regulation and management of the Company shall be governed by the Delaware Limited Liability Company Act (6 Del.C. Section 18-101, et. seq.) (the "Delaware Limited Liability Company Act").

(b) The name of the Company shall be "Renaissance Media (Louisiana) LLC". The business of the Company shall be conducted under such name or any other name or names that the Manager shall determine from time to time.

(c) The address of the registered office of the Company in the State of Delaware shall be c/o CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The registered office or registered agent of the Company may be changed from time to time by the Manager.

(d) The principal place of business of the Company shall be at 12444 Powerscourt Drive, Suite 400, St. Louis, MO 63131. At any time, the Manager may change the location of the Company's principal place of business.

(e) The term of the Company will commence on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware, and will continue and have perpetual existence until dissolved and its affairs wound up in accordance with the provisions of this Agreement.

(f) The execution of the Certificate by Charter and the filing thereof in the office of the Secretary of State of the State of Delaware, are hereby ratified, confirmed and approved by the members.

(g) The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Manager, as an authorized person within the meaning of the Delaware Limited Liability Company Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

SECTION 2. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

SECTION 3. Powers. The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Delaware Limited Liability Company Act.

SECTION 4. Management.

(a) Management by Managers. The Members hereby unanimously elect Charter Communications, Inc. ("CCI"), a Delaware corporation, or its successor-in-interest, as the Company's Manager. CCI shall be the Manager until the Members unanimously elect otherwise. No additional person may be elected as Manager without the unanimous approval of the Members. Except as otherwise required by applicable law and as provided below with respect to the Board of Directors, the powers of the Company shall at all times be exercised by or under the authority of, and the business, property and affairs of the Company shall be managed by, or under the direction of, the Manager.

The Manager shall be authorized to elect, remove or replace directors and officers of the Company, who shall have such authority with respect to the management of the business and affairs of the Company as set forth herein or as otherwise specified by the Manager in the resolution or resolutions pursuant to which such directors or officers were elected.

Except as otherwise required by applicable law, CCI, in its capacity as Manager, shall be authorized to execute or endorse any check, draft, evidence of indebtedness, instrument, obligation, note, mortgage, contract, agreement, certificate or other document on behalf of the Company.

No annual or regular meetings of the Manager or the members are required. The Manager may, by written consent, take any action which it is otherwise required or permitted to take at a meeting.

(b) Board of Directors.

i) Notwithstanding paragraph (a) above, the Manager may delegate its power to manage the business of the Company to a Board of Directors (the "Board") which, subject to the limitations set forth below, shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Delaware Limited Liability Company Act and as are not by statute, by the Certificate, or by this Agreement directed or required to be exercised or done by the Manager. The rights and duties of the members of the Board may not be assigned or delegated to any person or entity.

ii) Except as otherwise provided herein, members of the Board shall possess and may exercise all the powers and privileges and shall have all of the obligations and duties to the Company and the Members granted to or imposed on directors of a corporation organized under the laws of the State of Delaware.

iii) The number of directors shall initially be one (1), which number may be changed from time to time by the Manager. The initial director shall be Jerald L. Kent.

iv) Each director shall be appointed by the Manager and shall serve in such capacity until the earlier of his resignation, removal or replacement by the Manager.

v) No director shall be entitled to any compensation for serving as a director. No fee shall be paid to any director for attendance at any meeting of the Board; provided, however, that the Company may reimburse directors for the actual reasonable costs incurred in such attendance.

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iii) do any act in contravention of this Agreement or any resolution of the Members, or cause the Company to engage in any business not authorized by the Certificate or the terms of this Agreement or that which would make it impossible to carry on the usual course of business of the Company;

iv) enter into or amend any agreement which provides for the management of the business or affairs of the Company by a person other than the Manager;

v) change or reorganize the Company into any other legal form;

vi) amend this Agreement;

vii) approve a merger or consolidation with another Person;

viii) sell all or substantially all of the assets of the

Company;

ix) change the status of the Company from one in which management is vested in the Manager to one in which management is vested in the Members or in any other manager, other than as may be delegated to the Board and the officers hereunder;

x) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose;

xi) operate the Company in such a manner that the Company becomes an investment company" for purposes of the Investment Company Act of 1940;

xii) except as otherwise provided or contemplated herein, enter into any agreement to acquire property or services from any Person who is a director or officer;

xiii) settle any litigation or arbitration with any third party, any Member, or any Affiliate of any Member, except for any litigation or arbitration brought or defended in the ordinary course of business where the present value of the total settlement amount or damages will exceed \$5,000,000;

xiv) materially change any of the tax reporting positions or elections of the Company;

xv) make or commit to any expenditures which, individually or in the aggregate, exceed or are reasonably expected to exceed the Company's total budget (as approved by the Manager) by the greater of 5% of such budget or Five Million Dollars (\$5,000,000); or

xvi) make or incur any secured or unsecured indebtedness which individually or in the aggregate exceeds Five Million Dollars (\$5,000,000), provided that this restriction shall not apply to (i) any refinancing of or amendment to existing indebtedness which does not increase total borrowing, (ii) any indebtedness to (or guarantee of indebtedness of) any company controlled by or under common control with the Company ("Intercompany Indebtedness"), (iii) the pledge of any assets to support any otherwise permissible indebtedness of the Company or any Intercompany Indebtedness or (iv) indebtedness necessary to finance a transaction or purchase approved by the Manager.

(d) Board of Director Meetings.

i) Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

ii) Special Meetings. Special meetings of the Board may be called by the president or any member of the Board on twenty-four (24) hours' notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of Members holding a majority of the Common Units held by all Members. Notice of a special meeting may be given by facsimile.

iii) Telephonic Meetings. Members of the Board may participate in any regular or special meeting of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4.4(c) will constitute presence in person at such meeting.

iv) Quorum. Subject to the provisions of Section 4.3, at all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of such adjournment shall be given to any director not present at such meeting.

v) Action Without Meeting. Unless otherwise restricted by the Certificate of Formation or this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board.

(e) Board's Duty of Care. The Board's duty of care in the discharge of its duties to the Company and the Members is limited to discharging its duties pursuant to this Agreement in good faith, with the care a corporate director of like position would exercise under similar circumstances, in the manner it reasonably believes to be in the best interests of the Company. In discharging its duties, the Board shall not be liable to the Company or to any Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or approved by the Manager.

SECTION 5. Officers.

(a) Officers. The officers shall be a President, a Treasurer and a Secretary, and such other additional officers, including a Chairman of the Board, one or more Chairmen, Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board, the Manager or the President may from time to time elect. Any two or more offices may be held by the same individual.

(b) Election and Term. The President, Treasurer and Secretary shall be elected by and shall hold office at the pleasure of the Board or the Manager. The Board, the Manager or the President may elect such other officers and agents as it shall deem desirable, who shall hold office at the pleasure of the Board, the Manager or the President, and who shall have such authority and shall perform such duties as from time to time shall be prescribed by the Board, the Manager or the President.

(c) Removal. Any officer may be removed by the affirmative vote of the Manager or the affirmative vote of at least a majority of the directors then in office, with or without cause, for any reason or for no reason. Any officer other than the President, the Treasurer or the Secretary may be removed by the President, with or without cause, for any reason or for no reason.

(d) Duties and Authority of Officers.

i) President. The President shall be the chief executive officer and (if no other person has been appointed as such) the chief operating officer of the Company; shall preside at all meetings of the Members and directors; shall have general supervision and active management of the business and finances of the Company; shall see that all orders and resolutions of the Board or the Manager are carried into effect; subject, however, to the right of the directors to delegate any specific powers to any other officer or officers. In the absence of direction by the Board or Manager to the contrary, the President shall have the power to vote all securities held by the Company and to issue proxies therefor. In the absence or disability of the President, any Chairman (if any) or, if there is no Chairman, the most senior available officer appointed by the Board or the Manager shall perform the duties and exercise the powers of the President with the same force and effect as if performed by the President, and shall be subject to all restrictions imposed upon him.

ii) Vice President. Each Vice President, if any, shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted to him or her by the Manager, the Board or by the President of the Company. In the absence of direction by the Board, the Manager or the President to the contrary, the any Senior Vice President shall have the power to vote all securities held by the Company and to issue proxies therefor.

iii) The Secretary. The Secretary shall give, or cause to be given, a notice as required of all meetings of the Members and of the Board. The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and Members. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof. The Secretary shall perform such other duties as may be prescribed from time to time by the Manager or the Board.

iv) The Treasurer. The Treasurer shall have custody of the Company funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books of the Company to be maintained for such purpose; shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in depositories designated by the Manager or the Board; and shall disburse the funds of the Company as may be ordered by the Manager or the Board.

v) The Chairmen. Each Chairman, if any, shall perform such duties as shall be assigned, and shall exercise such powers as may be granted to him or her by the Manager or the Board.

SECTION 6. Members.

(a) The members of the Company shall be set forth on Exhibit A hereto. Other persons may be admitted as members from time to time pursuant to the provisions of this Agreement.

(b) No member shall be liable for the debts, liabilities and obligations of the Company, including any debts, liabilities and obligations under a judgment, decree or order of a court.

(c) Neither a member nor any of its affiliates, partners, members, directors, managers, officers or employees shall be expressly or impliedly restricted or prohibited by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever. Except as otherwise agreed in writing, each member and its affiliates, partners, members, directors, managers, officers and employees shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

SECTION 7. Percentage Interests. Each member has heretofore made the capital contribution or has the percentage interest described in the Limited Liability Company Agreement dated March 20, 1998. As of the date hereof, the Percentage Interests or number of membership units held by each Member shall be as set forth in Exhibit A attached hereto.

SECTION 8. Distributions. The Company may from time to time distribute to the members such amounts in cash and other assets as shall be determined by the members. Each such distribution, including liquidating distributions, shall be divided among the members in accordance with their Percentage Interests.

SECTION 9. Allocations. The profits and losses of the Company shall be allocated to the members in accordance with their Percentage Interests or number of membership units.

SECTION 10. Dissolution; Winding Up.

(a) The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the members or (ii) the occurrence of any event required to cause the dissolution of the Company under the Delaware Limited Liability Company Act.

(b) Any dissolution of the Company shall be effective as of the date on which the event occurs giving rise to such dissolution, but the Company shall not terminate unless and until all its affairs have been wound up and its assets distributed in accordance with the provisions of the Delaware Limited Liability Company Act.

(c) Upon dissolution of the Company, the Company shall continue solely for the purposes of winding up its business and affairs as soon as reasonably practicable. Promptly after the dissolution of the Company, the Manager shall immediately commence to wind up the affairs of the Company in accordance with the provisions of this Agreement and the Delaware Limited Liability Company Act. In winding up the business and affairs of the Company, the Manager

may take any and all actions that they determine in its sole discretion to be in the best interests of the members, including, but not limited to, any actions relating to (i) causing written notice by registered or certified mail of the Company's intention to dissolve to be mailed to each known creditor of and claimant against the Company, (ii) the payment, settlement or compromise of existing claims against the Company, (iii) the making of reasonable provisions for payment of contingent claims against the Company and (iv) the sale or disposition of the properties and assets of the Company. It is expressly understood and agreed that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of claims against the Company so as to enable the Manager to minimize the losses that may result from a liquidation.

SECTION 11. Transfer. For so long as the Company has more than one member, no member shall transfer (whether by sale, assignment, gift, pledge, hypothecation, mortgage, exchange or otherwise) all or any part of his, her or its limited liability company interest in the Company to any other person without the prior written consent of each of the other members; provided, however, that this Section 11 shall not restrict the ability of any member to transfer (at any time) all or a portion of its limited liability company interest in the Company to another member. Upon the transfer of a member's limited liability company interest, the Manager shall provide notice of such transfer to each of the other members and shall amend Exhibit A hereto to reflect the transfer.

SECTION 12. Admission of Additional Members. The admission of additional members to the Company shall be accomplished by the amendment of this Agreement and, if required by the Delaware Limited Liability Company Act.

SECTION 13. Tax Matters. The members agree that, so long as the Company has more than one member, it is intended that the Company shall be treated as a partnership for purposes of United States federal, state and local income tax laws, and further agree not to take any position or make any election, in a tax return or otherwise, inconsistent therewith. So long as the Company is a partnership for federal income tax purposes, the "tax matters partner" of the Company (the "Tax Matters Member") for purposes of section 6231(a)(7) of the Internal Revenue Code of 1986, as amended, shall be as set forth in Exhibit A, attached hereto. The Tax Matters Member shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. In the event that the Company becomes a sole member entity, it is intended that for federal income tax purposes its assets be deemed to be owned by the sole member in accordance with the applicable Treasury Regulations.

SECTION 14. Exculpation and Indemnification.

(a) Neither the members, the Manager, the directors, their affiliates, nor any person who at any time shall serve, or shall have served, as a director, officer, employee or other agent of any member or any such affiliate and who, in such capacity, shall engage, or shall have engaged, in activities on behalf of the Company (a "Specified Agent") shall be liable, in damages or otherwise, to the Company or to any member for, and neither the Company nor any member shall take any action against such members, their affiliates or any Specified Agent, in respect of any loss which arises out of any acts or omissions performed or omitted by it pursuant to the

authority granted by this Agreement, or otherwise performed on behalf of the Company, if such member, such affiliate, or such Specified Agent, as applicable, in good faith, determined that such course of conduct was in the best interests of the Company. Each member shall look solely to the assets of the Company for return of his, her or its investment, and if the property of the Company remaining after the discharge of the debts and liabilities of the Company is insufficient to return such investment, each member shall have no recourse against the Company, the other members or their affiliates, except as expressly provided herein; provided, however, that the foregoing shall not relieve any member of any fiduciary duty or duty of fair dealing to the other members that it may have under applicable law.

(b) In any threatened, pending or completed claim, action, suit or proceeding to which a member, any of such member's affiliates, or any Specified Agent was or is a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of the Company, including without limitation any action or proceeding brought under the Securities Act of 1933, as amended, against a member, any of such member's affiliates, or any Specified Agent relating to the Company, the Company shall indemnify and hold harmless the members, any such affiliates, and any such Specified Agents against losses, damages, expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by or in connection with such claim, action, suit or proceeding; provided, however, that none of the members, any of their affiliates or any Specified Agent shall be indemnified for actions constituting bad faith, willful misconduct, or fraud. Any act or omission by any member, any of such member's affiliates or any Specified Agent, if done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care by such member, such affiliate or such Specified Agent, as applicable, shall not constitute bad faith, willful misconduct, or fraud on the part of such member, affiliate or Specified Agent.

(c) The termination of any claim, action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that any act or failure to act by a member, such member's affiliate or any Specified Agent constituted bad faith, willful misconduct or fraud under this Agreement.

(d) Any such indemnification under this Section 13 shall be recoverable only out of the assets of the Company and not from the members.

SECTION 15. Miscellaneous.

(a) A member's limited liability company interest may be evidenced by a certificate of limited liability company interest executed by the Manager or an officer and in substantially the form attached hereto as Exhibit B (or in such other form as the Manager may approve).

(b) The terms and provisions set forth in this Agreement may be amended, and compliance with any term or provision set forth herein may be waived, only by a written instrument executed by each member. No failure or delay on the part of any member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

(c) This Agreement shall be binding upon and inure to the benefit of the members and their respective successors and assigns.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(e) In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the party has caused this Agreement to be duly executed on the date first above written.

RENAISSANCE MEDIA (LOUISIANA) LLC

By: /s/Curtis S. Shaw

Curtis S. Shaw
Senior Vice President

EXHIBIT A

MEMBER NAME -----	NUMBER OF UNITS/PERCENTAGE INTEREST -----
Renaissance Media Group LLC	100%

TAX MATTERS MEMBER

Charter Communications, Inc.

EXHIBIT B

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

RENAISSANCE MEDIA (TENNESSEE) LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

This FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF RENAISSANCE MEDIA (TENNESSEE) LLC (this "Agreement"), is entered into as of April 29, 1999 by Renaissance Media Group LLC, a Delaware limited liability company ("Member") as the sole member of Renaissance Media (Tennessee) LLC, a Delaware limited liability company (the "Company"), as a complete amendment and restatement of Limited Liability Agreement of the Company dated March 20, 1998.

In consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. General.

(a) Effective as of the date and time of filing of the Certificate of Formation (the "Certificate") in the office of the Secretary of State of the State of Delaware, the parties hereby form a limited liability company under the Delaware Limited Liability Company Act. Except as expressly provided herein, the rights and obligations of the members in connection with the regulation and management of the Company shall be governed by the Delaware Limited Liability Company Act (6 Del.C. Section 18-101, et. seq.) (the "Delaware Limited Liability Company Act").

(b) The name of the Company shall be "Renaissance Media (Tennessee) LLC". The business of the Company shall be conducted under such name or any other name or names that the Manager shall determine from time to time.

(c) The address of the registered office of the Company in the State of Delaware shall be c/o CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The registered office or registered agent of the Company may be changed from time to time by the Manager.

(d) The principal place of business of the Company shall be at 12444 Powerscourt Drive, Suite 400, St. Louis, MO 63131. At any time, the Manager may change the location of the Company's principal place of business.

(e) The term of the Company will commence on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware, and will continue and have perpetual existence until dissolved and its affairs wound up in accordance with the provisions of this Agreement.

(f) The execution of the Certificate by Charter and the filing thereof in the office of the Secretary of State of the State of Delaware, are hereby ratified, confirmed and approved by the members.

(g) The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Manager, as an authorized person within the meaning of the Delaware Limited Liability Company Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

SECTION 2. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

SECTION 3. Powers. The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Delaware Limited Liability Company Act.

SECTION 4. Management.

(a) Management by Managers. The Members hereby unanimously elect Charter Communications, Inc. ("CCI"), a Delaware corporation, or its successor-in-interest, as the Company's Manager. CCI shall be the Manager until the Members unanimously elect otherwise. No additional person may be elected as Manager without the unanimous approval of the Members. Except as otherwise required by applicable law and as provided below with respect to the Board of Directors, the powers of the Company shall at all times be exercised by or under the authority of, and the business, property and affairs of the Company shall be managed by, or under the direction of, the Manager.

The Manager shall be authorized to elect, remove or replace directors and officers of the Company, who shall have such authority with respect to the management of the business and affairs of the Company as set forth herein or as otherwise specified by the Manager in the resolution or resolutions pursuant to which such directors or officers were elected.

Except as otherwise required by applicable law, CCI, in its capacity as Manager, shall be authorized to execute or endorse any check, draft, evidence of indebtedness, instrument, obligation, note, mortgage, contract, agreement, certificate or other document on behalf of the Company.

No annual or regular meetings of the Manager or the members are required. The Manager may, by written consent, take any action which it is otherwise required or permitted to take at a meeting.

(b) Board of Directors.

i) Notwithstanding paragraph (a) above, the Manager may delegate its power to manage the business of the Company to a Board of Directors (the "Board") which, subject to the limitations set forth below, shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Delaware Limited Liability Company Act and as are not by statute, by the Certificate, or by this Agreement directed or required to be exercised or done by the Manager. The rights and duties of the members of the Board may not be assigned or delegated to any person or entity.

ii) Except as otherwise provided herein, members of the Board shall possess and may exercise all the powers and privileges and shall have all of the obligations and duties to the Company and the Members granted to or imposed on directors of a corporation organized under the laws of the State of Delaware.

iii) The number of directors shall initially be one (1), which number may be changed from time to time by the Manager. The initial director shall be Jerald L. Kent.

iv) Each director shall be appointed by the Manager and shall serve in such capacity until the earlier of his resignation, removal or replacement by the Manager.

v) No director shall be entitled to any compensation for serving as a director. No fee shall be paid to any director for attendance at any meeting of the Board; provided, however, that the Company may reimburse directors for the actual reasonable costs incurred in such attendance.

(c) Consent Required. The affirmative vote, approval, consent or ratification of the Manager shall be required to:

i) alter the primary purposes of the Company as set forth in Section 2;

ii) issue membership interests in the Company to any Person and admit such Person as a Member;

iii) do any act in contravention of this Agreement or any resolution of the Members, or cause the Company to engage in any business not authorized by the Certificate or the terms of this Agreement or that which would make it impossible to carry on the usual course of business of the Company;

iv) enter into or amend any agreement which provides for the management of the business or affairs of the Company by a person other than the Manager;

v) change or reorganize the Company into any other legal form;

vi) amend this Agreement;

vii) approve a merger or consolidation with another Person;

viii) sell all or substantially all of the assets of the Company;

ix) change the status of the Company from one in which management is vested in the Manager to one in which management is vested in the Members or in any other manager, other than as may be delegated to the Board and the officers hereunder;

x) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose;

xi) operate the Company in such a manner that the Company becomes an investment company" for purposes of the Investment Company Act of 1940;

xii) except as otherwise provided or contemplated herein, enter into any agreement to acquire property or services from any Person who is a director or officer;

xiii) settle any litigation or arbitration with any third party, any Member, or any Affiliate of any Member, except for any litigation or arbitration brought or defended in the ordinary course of business where the present value of the total settlement amount or damages will exceed \$5,000,000;

xiv) materially change any of the tax reporting positions or elections of the Company;

xv) make or commit to any expenditures which, individually or in the aggregate, exceed or are reasonably expected to exceed the Company's total budget (as approved by the Manager) by the greater of 5% of such budget or Five Million Dollars (\$5,000,000); or

xvi) make or incur any secured or unsecured indebtedness which individually or in the aggregate exceeds Five Million Dollars (\$5,000,000), provided that this restriction shall not apply to (i) any refinancing of or amendment to existing indebtedness which does not increase total borrowing, (ii) any indebtedness to (or guarantee of indebtedness of) any company controlled by or under common control with the Company ("Intercompany Indebtedness"), (iii) the pledge of any assets to support any otherwise permissible indebtedness of the Company or any Intercompany Indebtedness or (iv) indebtedness necessary to finance a transaction or purchase approved by the Manager.

(d) Board of Director Meetings.

i) Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

ii) Special Meetings. Special meetings of the Board may be called by the president or any member of the Board on twenty-four (24) hours' notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of Members holding a majority of the Common Units held by all Members. Notice of a special meeting may be given by facsimile.

iii) Telephonic Meetings. Members of the Board may participate in any regular or special meeting of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4.4(c) will constitute presence in person at such meeting.

iv) Quorum. Subject to the provisions of Section 4.3, at all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of such adjournment shall be given to any director not present at such meeting.

v) Action Without Meeting. Unless otherwise restricted by the Certificate of Formation or this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board.

(e) Board's Duty of Care. The Board's duty of care in the discharge of its duties to the Company and the Members is limited to discharging its duties pursuant to this Agreement in good faith, with the care a corporate director of like position would exercise under similar circumstances, in the manner it reasonably believes to be in the best interests of the Company. In discharging its duties, the Board shall not be liable to the Company or to any Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or approved by the Manager.

SECTION 5. Officers.

(a) Officers. The officers shall be a President, a Treasurer and a Secretary, and such other additional officers, including a Chairman of the Board, one or more Chairmen, Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board, the Manager or the President may from time to time elect. Any two or more offices may be held by the same individual.

(b) Election and Term. The President, Treasurer and Secretary shall be elected by and shall hold office at the pleasure of the Board or the Manager. The Board, the Manager or the President may elect such other officers and agents as it shall deem desirable, who shall hold office at the pleasure of the Board, the Manager or the President, and who shall have such authority and shall perform such duties as from time to time shall be prescribed by the Board, the Manager or the President.

(c) Removal. Any officer may be removed by the affirmative vote of the Manager or the affirmative vote of at least a majority of the directors then in office, with or without cause, for any reason or for no reason. Any officer other than the President, the Treasurer or the Secretary may be removed by the President, with or without cause, for any reason or for no reason.

(d) Duties and Authority of Officers.

i) President. The President shall be the chief executive officer and (if no other person has been appointed as such) the chief operating officer of the Company; shall preside at all meetings of the Members and directors; shall have general supervision and active management of the business and finances of the Company; shall see that all orders and resolutions of the Board or the Manager are carried into effect; subject, however, to the right of the directors to delegate any specific powers to any other officer or officers. In the absence of direction by the Board or Manager to the contrary, the President shall have the power to vote all securities held by the Company and to issue proxies therefor. In the absence or disability of the President, any Chairman (if any) or, if there is no Chairman, the most senior available officer appointed by the Board or the Manager shall perform the duties and exercise the powers of the President with the same force and effect as if performed by the President, and shall be subject to all restrictions imposed upon him.

ii) Vice President. Each Vice President, if any, shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted to him or her by the Manager, the Board or by the President of the Company. In the absence of direction by the Board, the Manager or the President to the contrary, the any Senior Vice President shall have the power to vote all securities held by the Company and to issue proxies therefor.

iii) The Secretary. The Secretary shall give, or cause to be given, a notice as required of all meetings of the Members and of the Board. The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and Members. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof. The Secretary shall perform such other duties as may be prescribed from time to time by the Manager or the Board.

iv) The Treasurer. The Treasurer shall have custody of the Company funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books of the Company to be maintained for such purpose; shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in depositories designated by the Manager or the Board; and shall disburse the funds of the Company as may be ordered by the Manager or the Board.

v) The Chairmen. Each Chairman, if any, shall perform such duties as shall be assigned, and shall exercise such powers as may be granted to him or her by the Manager or the Board.

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(a) The members of the Company shall be set forth on Exhibit A hereto. Other persons may be admitted as members from time to time pursuant to the provisions of this Agreement.

(b) No member shall be liable for the debts, liabilities and obligations of the Company, including any debts, liabilities and obligations under a judgment, decree or order of a court.

(c) Neither a member nor any of its affiliates, partners, members, directors, managers, officers or employees shall be expressly or impliedly restricted or prohibited by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever. Except as otherwise agreed in writing, each member and its affiliates, partners, members, directors, managers, officers and employees shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

SECTION 7. Percentage Interests. Each member has heretofore made the capital contribution or has the percentage interest described in the Limited Liability Company Agreement dated March 20, 1998. As of the date hereof, the Percentage Interests or number of membership units held by each Member shall be as set forth in Exhibit A attached hereto.

SECTION 8. Distributions. The Company may from time to time distribute to the members such amounts in cash and other assets as shall be determined by the members. Each such distribution, including liquidating distributions, shall be divided among the members in accordance with their Percentage Interests.

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(a) The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the members or (ii) the occurrence of any event required to cause the dissolution of the Company under the Delaware Limited Liability Company Act.

(b) Any dissolution of the Company shall be effective as of the date on which the event occurs giving rise to such dissolution, but the Company shall not terminate unless and until all its affairs have been wound up and its assets distributed in accordance with the provisions of the Delaware Limited Liability Company Act.

(c) Upon dissolution of the Company, the Company shall continue solely for the purposes of winding up its business and affairs as soon as reasonably practicable. Promptly after the dissolution of the Company, the Manager shall immediately commence to wind up the affairs of the Company in accordance with the provisions of this Agreement and the Delaware Limited Liability Company Act. In winding up the business and affairs of the Company, the Manager may take any and all actions that they determine in its sole discretion to be in the best interests of the members, including, but not limited to, any actions relating to (i) causing written notice by registered or certified mail of the Company's intention to dissolve to be mailed to each known creditor of and claimant against the Company, (ii) the payment, settlement or compromise of existing claims against the Company, (iii) the making of reasonable provisions for payment of contingent claims against the Company and (iv) the sale or disposition of the properties and

assets of the Company. It is expressly understood and agreed that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of claims against the Company so as to enable the Manager to minimize the losses that may result from a liquidation.

SECTION 11. Transfer. For so long as the Company has more than one member, no member shall transfer (whether by sale, assignment, gift, pledge, hypothecation, mortgage, exchange or otherwise) all or any part of his, her or its limited liability company interest in the Company to any other person without the prior written consent of each of the other members; provided, however, that this Section 11 shall not restrict the ability of any member to transfer (at any time) all or a portion of its limited liability company interest in the Company to another member. Upon the transfer of a member's limited liability company interest, the Manager shall provide notice of such transfer to each of the other members and shall amend Exhibit A hereto to reflect the transfer.

SECTION 12. Admission of Additional Members. The admission of additional members to the Company shall be accomplished by the amendment of this Agreement and, if required by the Delaware Limited Liability Company Act.

SECTION 13. Tax Matters. The members agree that, so long as the Company has more than one member, it is intended that the Company shall be treated as a partnership for purposes of United States federal, state and local income tax laws, and further agree not to take any position or make any election, in a tax return or otherwise, inconsistent therewith. So long as the Company is a partnership for federal income tax purposes, the "tax matters partner" of the Company (the "Tax Matters Member") for purposes of section 6231(a)(7) of the Internal Revenue Code of 1986, as amended, shall be as set forth in Exhibit A, attached hereto. The Tax Matters Member shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. In the event that the Company becomes a sole member entity, it is intended that for federal income tax purposes its assets be deemed to be owned by the sole member in accordance with the applicable Treasury Regulations.

SECTION 14. Exculpation and Indemnification.

(a) Neither the members, the Manager, the directors, their affiliates, nor any person who at any time shall serve, or shall have served, as a director, officer, employee or other agent of any member or any such affiliate and who, in such capacity, shall engage, or shall have engaged, in activities on behalf of the Company (a "Specified Agent") shall be liable, in damages or otherwise, to the Company or to any member for, and neither the Company nor any member shall take any action against such members, their affiliates or any Specified Agent, in respect of any loss which arises out of any acts or omissions performed or omitted by it pursuant to the authority granted by this Agreement, or otherwise performed on behalf of the Company, if such member, such affiliate, or such Specified Agent, as applicable, in good faith, determined that such course of conduct was in the best interests of the Company. Each member shall look solely to the assets of the Company for return of his, her or its investment, and if the property of the Company remaining after the discharge of the debts and liabilities of the Company is insufficient to return such investment, each member shall have no recourse against the Company, the other

members or their affiliates, except as expressly provided herein; provided, however, that the foregoing shall not relieve any member of any fiduciary duty or duty of fair dealing to the other members that it may have under applicable law.

(b) In any threatened, pending or completed claim, action, suit or proceeding to which a member, any of such member's affiliates, or any Specified Agent was or is a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of the Company, including without limitation any action or proceeding brought under the Securities Act of 1933, as amended, against a member, any of such member's affiliates, or any Specified Agent relating to the Company, the Company shall indemnify and hold harmless the members, any such affiliates, and any such Specified Agents against losses, damages, expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by or in connection with such claim, action, suit or proceeding; provided, however, that none of the members, any of their affiliates or any Specified Agent shall be indemnified for actions constituting bad faith, willful misconduct, or fraud. Any act or omission by any member, any of such member's affiliates or any Specified Agent, if done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care by such member, such affiliate or such Specified Agent, as applicable, shall not constitute bad faith, willful misconduct, or fraud on the part of such member, affiliate or Specified Agent.

(c) The termination of any claim, action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that any act or failure to act by a member, such member's affiliate or any Specified Agent constituted bad faith, willful misconduct or fraud under this Agreement.

(d) Any such indemnification under this Section 13 shall be recoverable only out of the assets of the Company and not from the members.

SECTION 15. Miscellaneous.

(a) A member's limited liability company interest may be evidenced by a certificate of limited liability company interest executed by the Manager or an officer and in substantially the form attached hereto as Exhibit B (or in such other form as the Manager may approve).

(b) The terms and provisions set forth in this Agreement may be amended, and compliance with any term or provision set forth herein may be waived, only by a written instrument executed by each member. No failure or delay on the part of any member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

(c) This Agreement shall be binding upon and inure to the benefit of the members and their respective successors and assigns.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(e) In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the party has caused this Agreement to be duly executed on the date first above written.

RENAISSANCE MEDIA (TENNESSEE) LLC

By: /s/Curtis S. Shaw

Curtis S. Shaw
Senior Vice President

EXHIBIT A

MEMBER NAME -----	NUMBER OF UNITS/PERCENTAGE INTEREST -----
Renaissance Media Group LLC	100%

TAX MATTERS MEMBER

Charter Communications, Inc.

EXHIBIT B

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

RENAISSANCE MEDIA LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

This FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF RENAISSANCE MEDIA LLC (this "Agreement"), is entered into as of April 30, 1999 by and between Renaissance Media (Louisiana) LLC, a Delaware limited liability company ("Renaissance Louisiana") and Renaissance Media (Tennessee) LLC, a Delaware limited liability company ("Renaissance Tennessee"), as the members (the "Members") of Renaissance Media LLC, a Delaware limited liability company (the "Company"), as a complete amendment and restatement of the Limited Liability Agreement of the Company dated as of April 9, 1998.

In consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. General.

(a) The Company was formed upon the filing of the Company's Certificate of Formation (the "Certificate") in the office of the Secretary of State of the State of Delaware, on November 5, 1997 under the provisions of the Delaware Limited Liability Company Act. Except as expressly provided herein, the rights and obligations of the members in connection with the regulation and management of the Company shall be governed by the Delaware Limited Liability Company Act (6 Del.C. Section 18-101, et. seq.) (the "Delaware Limited Liability Company Act").

(b) The name of the Company shall be "Renaissance Media LLC". The business of the Company shall be conducted under such name or any other name or names that the Manager shall determine from time to time.

(c) The address of the registered office of the Company in the State of Delaware shall be c/o CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901. The registered office or registered agent of the Company may be changed from time to time by the Manager.

(d) The principal place of business of the Company shall be at 12444 Powerscourt Drive, Suite 400, St. Louis, MO 63131. At any time, the Manager may change the location of the Company's principal place of business.

(e) The term of the Company commenced on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware, and will continue and have perpetual existence until dissolved and its affairs wound up in accordance with the provisions of this Agreement.

(f) The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and in which such qualification, formation or registration is required or desirable. The Manager, as an authorized person within the meaning of the Delaware Limited Liability Company Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

SECTION 2. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

SECTION 3. Powers. The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Delaware Limited Liability Company Act.

SECTION 4. Management.

(a) Management by Managers. The Members hereby unanimously elect Charter Communications, Inc. ("CCI"), a Delaware corporation, or its successor-in-interest, as the Company's Manager. CCI shall be the Manager until the Members unanimously elect otherwise. No additional person may be elected as Manager without the unanimous approval of the Members. Except as otherwise required by applicable law and as provided below with respect to the Board of Directors, the powers of the Company shall at all times be exercised by or under the authority of, and the business, property and affairs of the Company shall be managed by, or under the direction of, the Manager.

The Manager shall be authorized to elect, remove or replace directors and officers of the Company, who shall have such authority with respect to the management of the business and affairs of the Company as set forth herein or as otherwise specified by the Manager in the resolution or resolutions pursuant to which such directors or officers were elected.

Except as otherwise required by applicable law, CCI, in its capacity as Manager, shall be authorized to execute or endorse any check, draft, evidence of indebtedness, instrument, obligation, note, mortgage, contract, agreement, certificate or other document on behalf of the Company.

No annual or regular meetings of the Manager or the members are required. The Manager may, by written consent, take any action which it is otherwise required or permitted to take at a meeting.

(b) Board of Directors.

i) Notwithstanding paragraph (a) above, the Manager may delegate its power to manage the business of the Company to a Board of Directors (the "Board") which, subject to the limitations set forth below, shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Delaware Limited Liability Company Act and as are not by statute, by the Certificate, or by this Agreement directed or required to be exercised or done by the Manager. The rights and duties of the members of the Board may not be assigned or delegated to any person or entity.

ii) Except as otherwise provided herein, members of the Board shall possess and may exercise all the powers and privileges and shall have all of the obligations and duties to the Company and the Members granted to or imposed on directors of a corporation organized under the laws of the State of Delaware.

iii) The number of directors shall initially be one (1), which number may be changed from time to time by the Manager. The initial director shall be Jerald L. Kent.

iv) Each director shall be appointed by the Manager and shall serve in such capacity until the earlier of his resignation, removal or replacement by the Manager.

v) No director shall be entitled to any compensation for serving as a director. No fee shall be paid to any director for attendance at any meeting of the Board; provided, however, that the Company may reimburse directors for the actual reasonable costs incurred in such attendance.

(c) Consent Required. The affirmative vote, approval, consent or ratification of the Manager shall be required to:

i) alter the primary purposes of the Company as set forth in Section 2;

ii) issue membership interests in the Company to any Person and admit such Person as a Member;

iii) do any act in contravention of this Agreement or any resolution of the Members, or cause the Company to engage in any business not authorized by the Certificate or the terms of this Agreement or that which would make it impossible to carry on the usual course of business of the Company;

iv) enter into or amend any agreement which provides for the management of the business or affairs of the Company by a person other than the Manager;

v) change or reorganize the Company into any other legal form;

vi) amend this Agreement;

vii) approve a merger or consolidation with another Person;

viii) sell all or substantially all of the assets of the

Company;

ix) change the status of the Company from one in which management is vested in the Manager to one in which management is vested in the Members or in any other manager, other than as may be delegated to the Board and the officers hereunder;

x) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose;

xi) operate the Company in such a manner that the Company becomes an investment company" for purposes of the Investment Company Act of 1940;

xii) except as otherwise provided or contemplated herein, enter into any agreement to acquire property or services from any Person who is a director or officer;

xiii) settle any litigation or arbitration with any third party, any Member, or any Affiliate of any Member, except for any litigation or arbitration brought or defended in the ordinary course of business where the present value of the total settlement amount or damages will exceed \$5,000,000;

xiv) materially change any of the tax reporting positions or elections of the Company;

xv) make or commit to any expenditures which, individually or in the aggregate, exceed or are reasonably expected to exceed the Company's total budget (as approved by the Manager) by the greater of 5% of such budget or Five Million Dollars (\$5,000,000); or

xvi) make or incur any secured or unsecured indebtedness which individually or in the aggregate exceeds Five Million Dollars (\$5,000,000), provided that this restriction shall not apply to (i) any refinancing of or amendment to existing indebtedness which does not increase total borrowing, (ii) any indebtedness to (or guarantee of indebtedness of) any company controlled by or under common control with the Company ("Intercompany Indebtedness"), (iii) the pledge of any assets to support any otherwise permissible indebtedness of the Company or any Intercompany Indebtedness or (iv) indebtedness necessary to finance a transaction or purchase approved by the Manager.

(d) Board of Director Meetings.

i) Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

ii) Special Meetings. Special meetings of the Board may be called by the president or any member of the Board on twenty-four (24) hours' notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of Members holding a majority of the Common Units held by all Members. Notice of a special meeting may be given by facsimile.

iii) Telephonic Meetings. Members of the Board may participate in any regular or special meeting of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4.4(c) will constitute presence in person at such meeting.

iv) Quorum. Subject to the provisions of Section 4.3, at all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of such adjournment shall be given to any director not present at such meeting.

v) Action Without Meeting. Unless otherwise restricted by the Certificate of Formation or this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board.

(e) Board's Duty of Care. The Board's duty of care in the discharge of its duties to the Company and the Members is limited to discharging its duties pursuant to this Agreement in good faith, with the care a corporate director of like position would exercise under similar circumstances, in the manner it reasonably believes to be in the best interests of the Company. In discharging its duties, the Board shall not be liable to the Company or to any Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or approved by the Manager.

SECTION 5. Officers.

(a) Officers. The officers shall be a President, a Treasurer and a Secretary, and such other additional officers, including a Chairman of the Board, one or more Chairmen, Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board, the Manager or the President may from time to time elect. Any two or more offices may be held by the same individual.

(b) Election and Term. The President, Treasurer and Secretary shall be elected by and shall hold office at the pleasure of the Board or the Manager. The Board, the Manager or the President may elect such other officers and agents as it shall deem desirable, who shall hold office at the pleasure of the Board, the Manager or the President, and who shall have such authority and shall perform such duties as from time to time shall be prescribed by the Board, the Manager or the President.

(c) Removal. Any officer may be removed by the affirmative vote of the Manager or the affirmative vote of at least a majority of the directors then in office, with or without cause, for any reason or for no reason. Any officer other than the President, the Treasurer or the Secretary may be removed by the President, with or without cause, for any reason or for no reason.

(d) Duties and Authority of Officers.

i) President. The President shall be the chief executive officer and (if no other person has been appointed as such) the chief operating officer of the Company; shall preside at all meetings of the Members and directors; shall have general supervision and active management of the business and finances of the Company; shall see that all orders and resolutions of the Board or the Manager are carried into effect; subject, however, to the right of the directors to delegate any specific powers to any other officer or officers. In the absence of direction by the Board or Manager to the contrary, the President shall have the power to vote all securities held by the Company and to issue proxies therefor. In the absence or disability of the President, any Chairman (if any) or, if there is no Chairman, the most senior available officer appointed by the Board or the Manager shall perform the duties and exercise the powers of the President with the same force and effect as if performed by the President, and shall be subject to all restrictions imposed upon him.

ii) Vice President. Each Vice President, if any, shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted to him or her by the Manager, the Board or by the President of the Company. In the absence of direction by the Board, the Manager or the President to the contrary, the any Senior Vice President shall have the power to vote all securities held by the Company and to issue proxies therefor.

iii) The Secretary. The Secretary shall give, or cause to be given, a notice as required of all meetings of the Members and of the Board. The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and Members. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof. The Secretary shall perform such other duties as may be prescribed from time to time by the Manager or the Board.

iv) The Treasurer. The Treasurer shall have custody of the Company funds and securities and shall keep or cause to be kept full and accurate accounts

of receipts and disbursements in books of the Company to be maintained for such purpose; shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in depositories designated by the Manager or the Board; and shall disburse the funds of the Company as may be ordered by the Manager or the Board.

v) The Chairmen. Each Chairman, if any, shall perform such duties as shall be assigned, and shall exercise such powers as may be granted to him or her by the Manager or the Board.

SECTION 6. Members.

(a) The members of the Company shall be set forth on Exhibit A hereto. Other persons may be admitted as members from time to time pursuant to the provisions of this Agreement.

(b) No member shall be liable for the debts, liabilities and obligations of the Company, including any debts, liabilities and obligations under a judgment, decree or order of a court.

(c) Neither a member nor any of its affiliates, partners, members, directors, managers, officers or employees shall be expressly or impliedly restricted or prohibited by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever. Except as otherwise agreed in writing, each member and its affiliates, partners, members, directors, managers, officers and employees shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

SECTION 7. Percentage Interests. Each member has heretofore made the capital contributions and has the percentage interest described in Article 3 of the Amended and Restated Limited Liability Company Agreement of the Company dated as of April 9, 1998. No Member may make any capital contribution, in cash or property, to the Company in excess of the capital contributions previously made pursuant to such Agreement. As of the date hereof, the Percentage Interests or number of membership units held by each Member shall be as set forth in Exhibit A attached hereto. The Manager may adjust the Members' Percentage Interests from time to time (i) to reflect increases or decreases in the fair market value of the Louisiana or Tennessee cable systems owned by the Company, (ii) in connection with the acquisition of a membership interest in the Company by a third party, in which event, (x) the initial Percentage Interest of such third party will be equal to the fair market value of the systems contributed by such third party divided by the fair market value of all cable systems owned by the Company, and (y) the Percentage Interests of the other Members shall be diluted on a pro rata basis, or (iii) as the Manager may otherwise deem appropriate.

SECTION 8. Distributions. The Company may from time to time distribute to the members such amounts in cash and other assets as shall be determined by the Manager. Each such distribution, including liquidating distributions, shall be divided among the members in accordance with their Percentage Interests.

SECTION 9. Allocations.

(a) The profits and losses of the Company shall be allocated to the members in accordance with their Percentage Interests or number of membership units, provided, however, that items of the Company's income and gain shall be specially allocated among the Members at such times and in such amounts required to satisfy the qualified income offset requirement of Treasury Regulations Section 1.704-1(b)(2)(ii)(d). Any such special allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible (without violating the qualified income offset requirement above), the net amount of such allocations of other items and such special allocations shall be equal to the net amount that would have been allocated to each such Member if such special allocations had not occurred.

(b) Except as otherwise required by the Internal Revenue Code or the Treasury Regulations, all items of Company income, gain, loss, expense, deduction and any other items shall be allocated among the Members for federal income tax purposes in the same proportions as the share the corresponding items pursuant to this Article 9. Income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial or adjusted book value, as the case may be, as reflected in the Members' capital accounts in accordance with applicable provisions of the Internal Revenue Code and the Treasury Regulations. Any elections or other decisions relating to allocations pursuant to this Section 9(b) shall be made by the Tax Matters Member, in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9(b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's capital account or share of book income, gain, loss, expense, deduction, other items, or distributions pursuant to any provision of this Agreement.

SECTION 10. Dissolution; Winding Up.

(a) The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the members or (ii) the occurrence of any event required to cause the dissolution of the Company under the Delaware Limited Liability Company Act.

(b) Any dissolution of the Company shall be effective as of the date on which the event occurs giving rise to such dissolution, but the Company shall not terminate unless and until all its affairs have been wound up and its assets distributed in accordance with the provisions of the Delaware Limited Liability Company Act.

(c) Upon dissolution of the Company, the Company shall continue solely for the purposes of winding up its business and affairs as soon as reasonably practicable. Promptly after the dissolution of the Company, the Manager shall immediately commence to wind up the affairs of the Company in accordance with the provisions of this Agreement and the Delaware Limited Liability Company Act. In winding up the business and affairs of the Company, the Manager may take any and all actions that they determine in its sole discretion to be in the best interests of the members, including, but not limited to, any

actions relating to (i) causing written notice by registered or certified mail of the Company's intention to dissolve to be mailed to each known creditor of and claimant against the Company, (ii) the payment, settlement or compromise of existing claims against the Company, (iii) the making of reasonable provisions for payment of contingent claims against the Company and (iv) the sale or disposition of the properties and assets of the Company. It is expressly understood and agreed that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of claims against the Company so as to enable the Manager to minimize the losses that may result from a liquidation.

SECTION 11. Transfer. For so long as the Company has more than one member, no member shall transfer (whether by sale, assignment, gift, pledge, hypothecation, mortgage, exchange or otherwise) all or any part of his, her or its limited liability company interest in the Company to any other person without the prior written consent of each of the other members; provided, however, that this Section 11 shall not restrict the ability of any member to transfer (at any time) all or a portion of its limited liability company interest in the Company to another member. Upon the transfer of a member's limited liability company interest, the Manager shall provide notice of such transfer to each of the other members and shall amend Exhibit A hereto to reflect the transfer.

SECTION 12. Admission of Additional Members. The admission of additional members to the Company shall be accomplished by the amendment of this Agreement and, if required by the Delaware Limited Liability Company Act.

SECTION 13. Tax Matters. The members agree that, so long as the Company has more than one member, it is intended that the Company shall be treated as a partnership for purposes of United States federal, state and local income tax laws, and further agree not to take any position or make any election, in a tax return or otherwise, inconsistent therewith. So long as the Company is a partnership for federal income tax purposes, the "tax matters partner" of the Company (the "Tax Matters Member") for purposes of section 6231(a)(7) of the Internal Revenue Code of 1986, as amended, shall be as set forth in Exhibit A, attached hereto. The Tax Matters Member shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. In the event that the Company becomes a sole member entity, it is intended that for federal income tax purposes its assets be deemed to be owned by the sole member in accordance with the applicable Treasury Regulations.

SECTION 14. Exculpation and Indemnification.

(a) Neither the members, the Manager, the directors, their affiliates, nor any person who at any time shall serve, or shall have served, as a director, officer, employee or other agent of any member or any such affiliate and who, in such capacity, shall engage, or shall have engaged, in activities on behalf of the Company (a "Specified Agent") shall be liable, in damages or otherwise, to the Company or to any member for, and neither the Company nor any member shall take any action against such members, their affiliates or any Specified Agent, in respect of any loss which arises out of any acts or omissions performed or omitted by it pursuant to the authority granted by this Agreement, or otherwise performed

on behalf of the Company, if such member, such affiliate, or such Specified Agent, as applicable, in good faith, determined that such course of conduct was in the best interests of the Company. Each member shall look solely to the assets of the Company for return of his, her or its investment, and if the property of the Company remaining after the discharge of the debts and liabilities of the Company is insufficient to return such investment, each member shall have no recourse against the Company, the other members or their affiliates, except as expressly provided herein; provided, however, that the foregoing shall not relieve any member of any fiduciary duty or duty of fair dealing to the other members that it may have under applicable law.

(b) In any threatened, pending or completed claim, action, suit or proceeding to which a member, any of such member's affiliates, or any Specified Agent was or is a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of the Company, including without limitation any action or proceeding brought under the Securities Act of 1933, as amended, against a member, any of such member's affiliates, or any Specified Agent relating to the Company, the Company shall indemnify and hold harmless the members, any such affiliates, and any such Specified Agents against losses, damages, expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by or in connection with such claim, action, suit or proceeding; provided, however, that none of the members, any of their affiliates or any Specified Agent shall be indemnified for actions constituting bad faith, willful misconduct, or fraud. Any act or omission by any member, any of such member's affiliates or any Specified Agent, if done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care by such member, such affiliate or such Specified Agent, as applicable, shall not constitute bad faith, willful misconduct, or fraud on the part of such member, affiliate or Specified Agent.

(c) The termination of any claim, action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that any act or failure to act by a member, such member's affiliate or any Specified Agent constituted bad faith, willful misconduct or fraud under this Agreement.

(d) Any such indemnification under this Section 14 shall be recoverable only out of the assets of the Company and not from the members.

SECTION 15. Miscellaneous.

(a) A member's limited liability company interest may be evidenced by a certificate of limited liability company interest executed by the Manager or an officer and in substantially the form attached hereto as Exhibit B (or in such other form as the Manager may approve).

(b) The terms and provisions set forth in this Agreement may be amended, and compliance with any term or provision set forth herein may be waived, only by a written instrument executed by each member. No failure or delay on the part of any member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any

other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

(c) This Agreement shall be binding upon and inure to the benefit of the members and their respective successors and assigns.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(e) In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

MEMBERS:

RENAISSANCE MEDIA (LOUISIANA) LLC

By: /s/Curtis S. Shaw

Name: Curtis S. Shaw

Title: Senior Vice President

RENAISSANCE MEDIA (TENNESSEE) LLC

By: /s/Curtis S. Shaw

Name: Curtis S. Shaw

Title: Senior Vice President

EXHIBIT A

MEMBER NAME	NUMBER OF UNITS
-----	100

TAX MATTERS MEMBER

Charter Communications, Inc.

EXHIBIT B

ASSUMPTION AGREEMENT, dated as of April 30, 1999, made by RENAISSANCE MEDIA GROUP LLC (the "Additional Grantor") in favor of NATIONSBANK, N.A., as Funding Agent (in such capacity, the "Funding Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Charter Communications Operating, LLC (the "Borrower"), Charter Communications Holdings LLC, the Lenders, the Funding Agent and the other Agents named therein have entered into a Credit Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Funding Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 9.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 5 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

RENAISSANCE MEDIA GROUP LLC

By: /s/Eloise A. Engman

Name: Eloise A. Engman
Title: Vice President

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

ASSUMPTION AGREEMENT, dated as of April 30, 1999, made by RENAISSANCE MEDIA (LOUISIANA) LLC (the "Additional Grantor") in favor of NATIONSBANK, N.A., as Funding Agent (in such capacity, the "Funding Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Charter Communications Operating, LLC (the "Borrower"), Charter Communications Holdings LLC, the Lenders, the Funding Agent and the other Agents named therein have entered into a Credit Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Funding Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 9.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 5 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

RENAISSANCE MEDIA (LOUISIANA) LLC

By: /s/Eloise A. Engman

Name: Eloise A. Engman
Title: Vice President

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

ASSUMPTION AGREEMENT, dated as of April 30, 1999, made by RENAISSANCE MEDIA (TENNESSEE) LLC (the "Additional Grantor") in favor of NATIONSBANK, N.A., as Funding Agent (in such capacity, the "Funding Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Charter Communications Operating, LLC (the "Borrower"), Charter Communications Holdings LLC, the Lenders, the Funding Agent and the other Agents named therein have entered into a Credit Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Funding Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 9.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 5 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

RENAISSANCE MEDIA (TENNESSEE) LLC

By: /s/Eloise A. Engman

Name: Eloise A. Engman
Title: Vice President

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

ASSUMPTION AGREEMENT, dated as of April 30, 1999, made by RENAISSANCE MEDIA CAPITAL CORPORATION (the "Additional Grantor") in favor of NATIONSBANK, N.A., as Funding Agent (in such capacity, the "Funding Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Charter Communications Operating, LLC (the "Borrower"), Charter Communications Holdings LLC, the Lenders, the Funding Agent and the other Agents named therein have entered into a Credit Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Funding Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 9.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 5 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

RENAISSANCE MEDIA CAPITAL CORPORATION

By: /s/Eloise A. Engman

Name: Eloise A. Engman
Title: Vice President

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

ASSUMPTION AGREEMENT, dated as of April 30, 1999, made by RENAISSANCE MEDIA LLC (the "Additional Grantor") in favor of NATIONSBANK, N.A., as Funding Agent (in such capacity, the "Funding Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Charter Communications Operating, LLC (the "Borrower"), Charter Communications Holdings LLC, the Lenders, the Funding Agent and the other Agents named therein have entered into a Credit Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of March 18, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Funding Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 9.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 5 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

RENAISSANCE MEDIA LLC

By: /s/Eloise A. Engman

Name: Eloise A. Engman
Title: Vice President

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

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Renaissance Media
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3-MOS
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MAR-31-1999
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(3,055)
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(3,055)
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