

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the Quarterly Period Ended March 31, 2001.

OR

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

For the Transition Period From _____ to _____.

Commission File Numbers:
333-75415
333-75415-03

CC V Holdings, LLC*
(formerly known as Avalon Cable LLC)
CC V Holdings Finance, Inc.*
(formerly known as Avalon Cable Holdings Finance, Inc.)

(Exact names of registrants as specified in their charters)

Delaware	13-4029965
Delaware	13-4029969
-----	-----
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

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

(314) 965-0555

(Registrants' telephone number, including area code)

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

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

All of the issued and outstanding shares of capital stock of CC V Holdings Finance, Inc. are held by CC V Holdings, LLC. All of the limited liability company membership interests of CC V Holdings, LLC are held by Charter Communications Holdings, LLC, a reporting company under the Exchange Act. There is no public trading market for any of the aforementioned limited liability company membership interests or shares of capital stock.

* CC V Holdings, LLC and CC V Holdings Finance, Inc. meet the conditions set forth in General Instruction (H) (1)(a) and (b) of Form 10-Q and are therefore filing this Form with the reduced disclosure format.

CC V HOLDINGS, LLC
CC V HOLDINGS FINANCE, INC.

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Note: Separate financial statements of CC V Holdings Finance, Inc. have not been presented as this entity had no operations and substantially no assets or equity. Accordingly, management has determined that such financial statements are not material.

PART I. FINANCIAL INFORMATION.
Item 1. Financial Statements.

CC V Holdings, LLC and Subsidiaries
Consolidated Balance Sheets
(Dollars in thousands)

	March 31, 2001	December 31, 2000
	----- (Unaudited) -----	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 10,856	\$ 11,232
Accounts receivable, less allowance for doubtful accounts of \$1,416 and \$1,948, respectively	9,136	12,464
Prepaid expenses and other	1,010	1,021
	-----	-----
Total current assets	21,002	24,717
	=====	=====
INVESTMENT IN CABLE PROPERTIES:		
Property, plant and equipment, net of accumulated depreciation of \$125,970 and \$140,234, respectively	640,438	712,186
Franchises, net of accumulated amortization of \$249,274 and \$245,433, respectively	3,250,617	3,812,341
	-----	-----
	3,891,055	4,524,527
	-----	-----
OTHER ASSETS		
	7,400	4,358
	-----	-----
	\$3,919,457	\$4,553,602
	=====	=====
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	\$ 148,051	\$ 221,469
Payable to manager	--	896,277
	-----	-----
Total current liabilities	148,051	1,117,746
	-----	-----
LONG-TERM DEBT		
	1,141,594	1,058,224
OTHER LONG-TERM LIABILITIES		
	10,294	13,691
MINORITY INTEREST		
	643,685	640,526
MEMBER'S EQUITY - 100 units issued and outstanding		
	1,975,833	1,723,415
	-----	-----
	\$3,919,457	\$4,553,602
	=====	=====

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

CC V Holdings, LLC and Subsidiaries
 Consolidated Statements of Operations
 (Unaudited)
 (Dollars in thousands)

	Three Months Ended March 31, 2001	Three Months Ended March 31, 2000
	-----	-----
REVENUES	\$ 121,061	\$ 85,093
	-----	-----
OPERATING EXPENSES:		
Operating, general and administrative	65,147	45,171
Depreciation and amortization	116,135	71,894
Corporate expense charges - related parties	1,951	688
	-----	-----
	183,233	117,753
	-----	-----
Loss from operations	(62,172)	(32,660)
OTHER INCOME (EXPENSE):		
Interest expense	(25,829)	(22,425)
Interest income	1	--
Other, net	(110)	11
	-----	-----
	(25,938)	(22,414)
	-----	-----
Loss before minority interest	(88,110)	(55,074)
Minority interest	(3,159)	(1,552)
	-----	-----
Net loss	\$ (91,269)	\$ (56,626)
	=====	=====

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

CC V Holdings, LLC and Subsidiaries
Consolidated Statements of Cash Flows
(Unaudited)
(Dollars in thousands)

	Three Months Ended March 31, 2001	Three Months Ended March 31, 2000
	-----	-----
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (91,269)	\$ (56,626)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	116,135	71,894
Minority interest in loss of subsidiary	3,159	1,552
Non-cash interest expense	3,620	3,655
Changes in assets and liabilities, net of effects from dispositions:		
Accounts receivable	2,021	(9,144)
Prepaid expenses and other	(3,968)	1,441
Accounts payable and accrued expenses	(36,045)	13,032
Payables to manager of cable systems - related parties	10,484	7,210
Other operating activities	(3,398)	--
	-----	-----
Net cash provided by operating activities	739	33,014
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	(69,042)	(16,931)
Other investing activities	(4)	--
	-----	-----
Net cash used in investing activities	(69,046)	(16,931)
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings of long-term debt	1,030,000	181,000
Repayments of long-term debt	(950,135)	(127,128)
Loans to related parties	--	(42,000)
Payments for debt issuance costs	(4,246)	--
Other	(7,688)	--
	-----	-----
Net cash provided by financing activities	67,931	11,872
	-----	-----
NET INCREASE IN CASH AND CASH EQUIVALENTS	(376)	27,955
CASH AND CASH EQUIVALENTS, beginning of period	11,232	6,806
	-----	-----
CASH AND CASH EQUIVALENTS, end of period	\$ 10,856	\$ 34,761
	=====	=====
NON-CASH TRANSACTIONS:		
Contribution from parent of intercompany receivable recorded as equity contribution	\$ 394,801	\$ --
	=====	=====
Transfer of cable systems to other Charter Holdings subsidiaries	\$ 578,448	\$ --
	=====	=====
Payment by parent company of long-term debt recorded as equity contribution	\$ --	\$ 159,910
	=====	=====
Contribution of cable systems to the Company	\$ --	\$ 13,006
	=====	=====

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

CC V HOLDINGS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Dollars in thousands, except where indicated)

1. Organization

On November 15, 1999, Charter Communications Holding Company, LLC (Charter Holdco), a direct subsidiary of Charter Communications, Inc. (Charter), acquired all of the equity interests of Avalon Cable, LLC (now known as CC V Holdings or the Company) and Avalon Cable Holdings Finance, Inc. Effective January 1, 2000, these acquired interests were transferred to Charter Communications Holdings, LLC (Charter Holdings), a wholly owned subsidiary of Charter Holdco.

Effective in December 2000, Charter Holdings contributed all of its equity interests in CC VIII, LLC (Bresnan) to CC V Holdings, resulting in CC V Holdings becoming the parent of Bresnan. The Company accounted for the contribution of Bresnan as a reorganization of entities under common control in a manner similar to a pooling of interests. Accordingly, the accounts of Bresnan are included in the consolidated financial statements from February 15, 2000, the date Bresnan was first acquired by Charter Holdco. The accompanying consolidated financial statements include the accounts of CC V Holdings, its wholly owned subsidiaries, and the accounts of Bresnan since February 15, 2000 (the date acquired by Charter Holdco). CC V Holdings is a Delaware limited liability company. All significant intercompany accounts and transactions have been eliminated in consolidation.

Effective on January 2, 2001, the Company entered into certain cable system swap transactions with other subsidiaries of Charter Holdings. Such cable systems swaps were effected in order to increase operational efficiency by swapping systems into the subsidiaries, which are physically located closest to them. The Company accounted for the systems transferred into the Company from other Charter Holdings subsidiaries as a reorganization of entities under common control in a manner similar to a pooling of interests. Accordingly, beginning on November 15, 1999, the date the Company was acquired by Charter Holdco, the consolidated financial statements of CC V Holdings include the accounts of four systems that were transferred into the Company from other Charter Holdings subsidiaries. Also, on January 2, 2001, the Company transferred five of its systems to other Charter Holdings as part of the swap transactions. The disposition of such systems by the Company was recorded as a non-cash transaction with related parties in the three months ended March 31, 2001.

As of March 31, 2001, the Company owns and operates cable systems serving approximately 907,000 (unaudited) customers. The Company currently offers a full array of traditional analog cable services and advanced bandwidth services such as digital television, interactive video programming, Internet access through television-based service, dial-up telephone modems and high speed cable modems, and video-on-demand. The Company operates primarily in the states of Michigan, Minnesota and Wisconsin and in the New England area.

2. Responsibility for Interim Financial Statements

The accompanying consolidated financial statements of the Company have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission. Accordingly, certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted.

The accompanying consolidated financial statements are unaudited; however, in the opinion of management, such statements include all adjustments, which consist of only normal recurring adjustments, necessary for a fair presentation of the results for the periods presented. Interim results are not necessarily indicative of results for a full year. For further information, see the Company's Annual Report on Form 10-K for the year ended December 31, 2000.

3. Acquisitions

In February 2000, Charter Holdings acquired certain cable systems for \$13.0 million and contributed those assets to the Company, increasing equity by \$13.0 million. The systems acquired serve approximately 6,000 (unaudited) customers located in Minnesota at December 31, 2000. In September 2000, Bresnan acquired cable systems for a purchase price of \$13.2 million. These systems acquired serve approximately 7,100 (unaudited) customers located in Minnesota at December 31, 2000. These acquisitions were accounted for using the purchase method of accounting, and, accordingly, results of operations of the acquired systems have been included in the accompanying consolidated financial statements from the date of acquisition. The purchase price was allocated to assets acquired and liabilities assumed based on their fair values, including amounts assigned to franchises of \$21.5 million.

In February 2000, Charter Holdco acquired the cable systems of Bresnan and immediately transferred its equity in these cable systems to Charter Holdings (the "Bresnan Acquisition"). In December 2000, Charter Holdings contributed all of its equity interests in Bresnan to CC V Holdings (the "Bresnan/Avalon Combination"), increasing equity by \$1.4 billion (See Note 1). Charter Holdco acquired these cable systems for a purchase price of approximately \$1.1 billion, net of cash acquired, excluding debt assumed of \$963.0 million and equity issued by Charter Holdco and preferred equity issued by a subsidiary of Charter Holdings of \$384.6 million and \$629.5 million, respectively. Charter Holdco allocated the purchase price to assets acquired and liabilities assumed based on their relative fair values, including amounts assigned to franchises of \$2.8 billion. In connection with the Bresnan/Avalon Combination, the company with the preferred equity became a subsidiary of the Company.

Unaudited pro forma operating results as though the 2000 acquisitions discussed above, the Bresnan/Avalon Combination, the dispositions of five cable systems to other Charter Holdings subsidiaries as discussed in Note 1, with adjustments to give effect to amortization of franchises, interest expense and certain other adjustments are as follows:

	Three Months Ended March 31, 2000 ----
Revenues.....	\$120,061
Loss from operations.....	(38,967)
Net loss.....	(70,258)

The unaudited pro forma financial information presented for comparative purposes and does not purport to be indicative of the results of operations had these transactions been completed as of the assumed date or which may be obtained in the future.

4. Long term debt

In connection with the Bresnan/Avalon combination in January 2001, all amounts due under the Avalon credit facilities were repaid using borrowings from the Bresnan credit facilities and the Avalon credit facilities were terminated. In addition, the Bresnan credit facilities were amended and restated to, among other things, increase borrowing availability by \$550 million.

Long term debt consists of the following:

	March 31, 2001	December 31, 2000
	-----	-----
CCVIII Operating credit facility (Bresnan)	\$1,005,000	\$712,400
CCV Holdings (Avalon) senior discount notes	135,677	131,273
Avalon credit facility	--	213,000
Other	917	1,551
	-----	-----
	\$1,141,594	\$1,058,224
	=====	=====

5. Litigation

In connection with the Company's acquisition of Mercom, Inc. (Mercom), former Mercom shareholders holding approximately 731,894 Mercom common shares (approximately 15.3% of all outstanding Mercom common shares) gave notice of their election to exercise appraisal rights as provided by Delaware law. On July 2, 1999, former Mercom shareholders holding 535,501 shares of Mercom common stock filed a petition for appraisal of stock in the Delaware Chancery Court. With respect to 209,893 of the total number of shares for which the Company received notice, the notice provided to the Company was received from beneficial holders of Mercom shares who were not holders of record. The Company believes that the notice with respect to these shares did not comply with Delaware law and is ineffective.

The Company cannot predict at this time the effect of the elections to exercise appraisal rights on the Company since the Company does not know the extent to which these former Mercom shareholders will continue to pursue appraisal rights under Delaware law or choose to abandon these efforts and seek to accept the consideration payable in the Mercom merger. If these former Mercom shareholders continue to pursue their appraisal rights, and if a Delaware court were to find that the fair value of the Mercom common shares, exclusive of any element of value arising from the acquisition of Mercom, exceeded \$12.00 per share, the Company would have to pay the additional amount for each Mercom common share subject to the appraisal proceedings together with a fair rate of interest. The Company could be ordered by the Delaware court also to pay reasonable attorney's fees and the fees and expenses of experts for the shareholders. In addition, the Company would have to pay its own litigation costs. The Company has already provided for the consideration of \$12.00 per Mercom common share due under the terms of the merger with Mercom with respect to these shares but has not provided for any additional amounts or costs. The Company can provide no assurance as to what a Delaware court would find in any appraisal proceeding or when this matter will be resolved. Accordingly, the Company cannot assure that the ultimate outcome would have no material adverse impact on the consolidated financial condition or results of operations of the Company.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Cautionary Statement Regarding Forward-Looking Statements

This report contains forward-looking statements within the meaning of the Securities Exchange Act of 1934, as amended, and of the Securities Act of 1933, as amended, and is subject to the safe harbors created by those acts. 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," "expects," "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.

Important factors that could cause actual results to differ materially from the forward-looking statements contained herein include, but are not limited to, the following:

- o general economic and business conditions, both nationally and in the regions where the Company operates;
- o anticipated capital expenditures for planned upgrades and the ability to fund these expenditures;
- o technology changes;
- o the Company's ability to effectively compete in a highly competitive environment;
- o changes in business strategy or development plans;
- o beliefs regarding the effects of governmental regulation on the Company's business;
- o the ability to attract and retain qualified personnel; and
- o liability and other claims asserted against the Company.

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 affect the Company's business.

Results of Operations

The following table summarizes amounts and the percentages of total revenues for certain items for the periods indicated (dollars in thousands):

	Three Months Ended March 31, 2001		Three Months Ended March 31, 2000	
	Amount	%	Amount	%
Statement of Operations:				
Revenues	\$ 121,061	100.0	\$ 85,093	100.0
Operating expenses:				
Operating, general and administrative	65,147	53.8	45,171	53.1
Depreciation and amortization	116,135	95.9	71,894	84.5
Corporate expense charges - related parties	1,951	1.6	688	.1
	183,233	151.3	117,753	137.7
Loss from operations	(62,172)	(51.3)	(32,660)	(37.7)
Other income (expense):				
Interest expense	(25,829)	(21.3)	(22,425)	(26.4)
Interest income	1	--	--	--
Other, net	(110)	(0.1)	11	.1
	(25,938)	(21.4)	(22,414)	(26.3)
Loss before minority interest	(88,110)	(72.7)	(55,074)	(64.0)
Minority interest	(3,159)	(2.6)	(1,552)	(1.8)
Net loss	\$ (91,269)	(75.3)	\$ (56,626)	(65.8)

Other financial data is as follows for the periods indicated (dollars in thousands, except Average Monthly Revenue per Basic Customer):

	Three Months Ended March 31, 2001	Three Months Ended March 31, 2000
EBITDA (a)	\$ 53,853	\$ 39,245
Adjusted EBITDA (b)	55,804	39,933
Homes Passed (at period end) (c)	1,396,271	1,616,630
Basic Customers (at period end) (d)	959,018	1,097,705
Basic Penetration (at period end) (e)	68.7%	67.9%

(a) EBITDA represents earnings (loss) before interest, income taxes, depreciation and amortization. EBITDA is presented because it is a widely accepted financial indicator of a cable company's ability to service indebtedness. However, EBITDA should not be considered as an alternative to income from operations or to cash flows from operating, investing or financing activities, as determined in accordance with generally accepted accounting principles. EBITDA should also not be construed as an indication of a company's operating performance or as a measure of liquidity. In addition, because EBITDA is not calculated identically by all companies, the presentation here may not be comparable to other similarly titled measures of other companies. Management's discretionary use of funds depicted by EBITDA may be limited by working capital, debt service and capital expenditure requirements and by restrictions related to legal requirements, commitments and uncertainties.

(b) Adjusted EBITDA means EBITDA before corporate expense charges and other income (expense). Adjusted EBITDA is presented because it is a widely accepted financial indicator of a cable company's ability to service indebtedness. However, adjusted EBITDA should not be considered as an alternative to income from operations or to cash flows from operating, investing or financing activities, as determined in accordance with generally accepted accounting principles. Adjusted EBITDA should also not be construed as an indication of a company's operating performance or as a measure of liquidity. In addition, because adjusted EBITDA is not calculated identically by all companies, the presentation here may not be comparable to other similarly titled measures of other companies. Management's discretionary use of funds depicted by adjusted EBITDA may be limited by working capital, debt service and capital expenditure requirements and by restrictions related to legal requirements, commitments and uncertainties.

(c) Homes passed are the number of living units, such as single residence homes, apartments and condominium units, passed by the cable distribution network in a given cable system service area.

(d) Basic customers are customers who receive basic cable service.

(e) Basic penetration represents basic customers as a percentage of homes passed.

Comparison of Results

As a result of the Bresnan/Avalon combination, the Company's financial statements were restated beginning on the date of Charter Holdco's acquisition of Bresnan, February 15, 2000. In addition, on January 2, 2001, the Company transferred five of its cable systems to other Charter Holdings subsidiaries in the cable system swap transactions discussed in Note 1 to the interim unaudited financial statements. Therefore, the financial results for the periods presented above are not comparable as the March 31, 2000 period only includes Bresnan results for approximately 1 1/2 months, beginning February 15, 2000 and the March 31, 2001 period does not include the results of the five cable systems transferred to other Charter Holdings subsidiaries.

Revenues. Revenues increased \$36.0 million, or 42.3%, to \$121.1 million for the three months ended March 31, 2001, from \$85.1 million for the three months ended March 31, 2000. The increase in revenues primarily resulted from the Bresnan/Avalon combination. Increases in digital and cable modem customers also contributed to the increase as a result of increased marketing efforts and strong demand for these services. These increases were partially offset by decreased revenues due to the transfer of five cable systems to other Charter Holdings subsidiaries on January 2, 2001.

Operating, general and administrative expenses. Operating, general and administrative expenses increased \$19.9 million, or 44.0%, to \$65.1 million for the three months ended March 31, 2001, from \$45.2 million for the three months ended March 31, 2000. The increase was primarily due to the Bresnan/Avalon combination as well as continued inflationary increases in license fees paid for programming coupled with an increased number of channels available to subscribers. These increases were partially offset by decreased

operating expenses due to the transfer of five cable systems to other Charter Holdings subsidiaries on January 2, 2001.

Depreciation and amortization expense. Depreciation and amortization expense increased \$44.2 million, or 61.5%, to \$116.1 million for the three months ended March 31, 2001, from \$71.9 million for the three months ended March 31, 2000. The increase was the result of greater capital expenditures for upgrade and rebuild activities in 2001 as well as the Bresnan/Avalon combination, which increased the carrying value of property, plant and equipment and franchises. These increases were partially offset by decreases due to the transfer of five cable systems to other Charter Holdings subsidiaries on January 2, 2001.

Corporate expense charges - related parties. These charges for the three months ended March 31, 2001 and 2000, represent costs incurred by Charter Investment, Inc. and Charter Communications, Inc. on our behalf.

Interest expense. Interest expense increased by \$3.4 million, or 15.2%, to \$25.8 million for the three months ended March 31, 2001, from \$22.4 million for the three months ended March 31, 2000. The increase was primarily due to an increase in weighted average debt outstanding in the quarter ended March 31, 2001 compared to the quarter ended March 31, 2000 due to the Bresnan/Avalon combination. These increases were partially offset by decreases due to the transfer of five cable systems to other Charter Holdings subsidiaries on January 2, 2001.

Minority interest. Minority interest represents the accretion of the preferred membership units in an indirect subsidiary of Charter Holdings issued to certain Bresnan sellers. These membership units are exchangeable on a one-for-one basis for shares of Class A common stock of Charter Communications, Inc.

Net loss. Net loss increased by \$34.6 million for the three months ended March 31, 2001, compared to the three months ended March 31, 2000 as a result of the combination of factors discussed above.

PART II. OTHER INFORMATION.

Item 5. Other Information

Effective on January 2, 2001, the Company entered into certain cable system swap transactions with other subsidiaries of Charter Holdings. Such cable systems swaps were effected in order to increase operational efficiency by swapping systems into the subsidiaries, which are physically located closest to them. The Company accounted for the systems transferred into the Company from other Charter Holdings subsidiaries as a reorganization of entities under common control in a manner similar to a pooling of interests. Accordingly, beginning on November 15, 1999, the date the Company was acquired by Charter Holdco, the consolidated financial statements of CC V Holdings include the accounts of four systems that were transferred into the Company from other Charter Holdings subsidiaries. Also, on January 2, 2001, the Company transferred five of its systems to other Charter Holdings subsidiaries as part of the swap transactions. The disposition of such systems by the Company was recorded as a non-cash transaction with related parties in the three months ended March 31, 2001. Had the dispositions of such systems occurred on January 1, 2000, revenues, loss from operations and net loss for the year ended December 31, 2000 would have been \$435.1 million, \$(133.3) million and \$(256.2) million, respectively.

Item 6. Exhibits and Reports on Form 8-K.

- (a) Exhibits (listed by numbers corresponding to the exhibit table in Item 601 of Regulation S-K):

10.30 (a), (b), & (c) Swap Agreements

- (b) Reports on Form 8-K.

No reports on Form 8-K were filed during the quarter ended March 31, 2001.

SIGNATURES

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

CC V HOLDINGS, LLC

Dated May 23, 2001

By: CHARTER COMMUNICATIONS, INC.,

its Manager

By: /s/ Kent D. Kalkwarf

Name: Kent D. Kalkwarf
Title: Executive Vice President and
Chief Financial Officer (Principal
Financial Officer and Principal
Accounting Officer) of Charter
Communications, Inc. (Manager)
and CC V Holdings, LLC

CC V HOLDINGS FINANCE, INC.

Dated May 23, 2001

By: /s/ Kent D. Kalkwarf

Name: Kent D. Kalkwarf
Title: Executive Vice President and
Chief Financial Officer (Principal
Financial Officer and Principal
Accounting Officer)

ASSET EXCHANGE AGREEMENT

DATED AS OF JANUARY 2, 2001

AMONG

HOMETOWN TV, INC.,
ON THE ONE HAND

AND

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC,
CHARTER CABLE PARTNERS, LLC,
ON THE OTHER HAND

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT (the "Agreement") is made as of January 2, 2001, by and between Hometown TV, Inc. ("PARTY A") and each of Charter Communications Entertainment I, LLC and Charter Cable Partners, LLC (collectively, "PARTY B"), with reference to the following facts and circumstances:

RECITALS

A. PARTY A owns and operates all or part of cable television systems that are franchised and/or hold other authority to operate in and around the municipalities listed on SCHEDULE 4.8-A.

B. PARTY B owns and operates all or part of cable television systems that are franchised and/or hold other authority to operate in and around the municipalities listed on SCHEDULE 4.8-B. PARTY B is comprised of two entities both of which are single-member limited liability companies, and such entities will be treated for federal income tax purposes as disregarded entities with respect to Charter Communications Holding Company, LLC under Treasury Regulation ss. 301.7701-3(b)(1)(ii).

C. The parties desire to exchange the aforesaid systems in such a manner as to effect, to the extent reasonably possible, a like-kind exchange of such assets under Section 1031 of the United States Internal Revenue Code, as amended (the "Code").

AGREEMENTS

Accordingly, the parties hereby agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, the following capitalized terms or terms otherwise defined in this Article 1 shall have the meanings set forth below:

1.1 Agreement. The term "Agreement" shall mean and refer to this Asset Exchange Agreement.

1.2 Assets. The term "Assets" shall mean and refer to all of the assets, privileges, contracts, licenses, permits, franchises, authorizations, rights, interests, claims and other properties, real and personal, tangible and intangible, of every type and description which are owned, leased, held for use or used in such Party's Cable Business. Assets shall include Tangible Personal Property, Owned Property, Leased Property, Other Real Property Interests, Systems Franchises, Systems Licenses, Systems Contracts, Books and Records and Other Intangibles. Reference to PARTY A Assets shall be deemed to refer to the Assets of PARTY A, and reference to PARTY B Assets shall be deemed to refer to the Assets of PARTY B.

1.3 Books and Records. The term "Books and Records" shall mean and refer to all engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and procedures and all other files of correspondence, lists, records and reports concerning such Party's Cable Business, including subscribers and prospective subscribers of such Party's

Systems, signal and program carriage and dealings with Governmental Authorities with respect to such Party's Systems, including all reports filed with respect to such Party's Systems by or on behalf of such Party with the FCC and statements of account filed with respect to such Party's Systems by or on behalf of such Party with the U.S. Copyright Office, but excluding all documents, reports and records relating to any employee of such Party's Systems who has not given consent to disclosure of such documents, reports and records. Reference to PARTY A Books and Records shall be deemed to refer to the Books and Records of PARTY A, and reference to PARTY B Books and Records shall be deemed to refer to the Books and Records of PARTY B, in each case, as included among such Party's Assets.

1.4 Business Day. The term "Business Day" shall mean and refer to any day other than a Saturday, Sunday or a day on which the banking institutions in St. Louis, Missouri, are required or authorized to be closed.

1.5 Cable Business. The term "Cable Business" shall mean and refer to the cable television business and other revenue-generating businesses and related operations conducted by such Party through such Party's Systems. Reference to PARTY A Cable Business shall be deemed to refer to the Cable Business of PARTY A, and reference to PARTY B Cable Business shall be deemed to refer to the Cable Business of PARTY B.

1.6 Closing. The term "Closing" shall mean and refer to the closing of the exchange transactions contemplated by this Agreement.

1.7 Closing Time. The term "Closing Time" shall mean and refer to 11:59 p.m., Central Time, on the Closing Date.

1.8 Communications Act. The term "Communications Act" shall mean and refer to the Communications Act of 1934, as amended, and the FCC rules and regulations promulgated thereunder.

1.9 Contract. The term "Contract" shall mean and refer to any contract, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right or other instrument, document, obligation or agreement, whether written or oral.

1.10 FCC. The term "FCC" shall mean and refer to the Federal Communications Commission.

1.11 Governmental Authority. The term "Governmental Authority" shall mean and refer to the United States of America, any state, commonwealth, territory or possession of the United States of America and any political subdivision or quasi-governmental authority of any of the same, including any court, tribunal, department, commission, board, bureau, agency, body, county, municipality, province, parish or other instrumentality of any of the foregoing.

1.12 Intellectual Property. The term "Intellectual Property" shall mean and refer to, with respect to any Cable Business, any (a) trademarks, trade dress, trade names, service marks, logos and other similar proprietary rights, (b) domain names, (c) copyrights and (d)

patents and patentable know-how, inventions and processes, in each case used in such Cable Business.

1.13 Judgment. The term "Judgment" shall mean and refer to any judgment, writ, order, injunction, award or decree of any court, judge, justice or magistrate, including any bankruptcy court or judge or the arbitrator in any binding arbitration, and any order of or by any Governmental Authority.

1.14 Leased Property. The term "Leased Property" shall mean and refer to the leaseholds of real property included among such Party's Assets and described as such Party's Leased Property on SCHEDULE 1.14. Reference to PARTY A Leased Property shall be deemed to refer to the Leased Property of PARTY A, and reference to PARTY B Leased Property shall be deemed to refer to the Leased Property of PARTY B, in each case, as included among such Party's Assets.

1.15 Legal Requirement. The term "Legal Requirement" shall mean and refer to any applicable common law and any statute, ordinance, code or other law, rule, regulation, order, technical or other written standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any Governmental Authority, including any Judgment.

1.16 Lien. The term "Lien" shall mean and refer to any security interest, security agreement, financing statement filed with any Governmental Authority, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any mortgage, lien (including any lien for Taxes), indenture, pledge, option, encumbrance, adverse interest, constructive trust or other trust, claim, attachment, exception to, defect in, or other condition adversely affecting title or other ownership interest (including reservations, rights of entry, possibilities of reverter, encroachments, protrusions, easements, rights-of-way, rights of first refusal, restrictive covenants, leases and licenses) of any kind, which constitutes an interest in or claim against property, whether arising pursuant to any Legal Requirement, Systems License, Systems Franchise, Systems Contract or otherwise.

1.17 Losses. The term "Losses" shall mean and refer to any claims, losses, liabilities, damages, penalties, costs and expenses, including interest that may be imposed in connection therewith, expenses of investigation, reasonable fees and disbursements of counsel and other experts, and, as applicable, the cost to any Person making a claim or seeking indemnification under this Agreement with respect to funds expended by such Person by reason of the occurrence of any event or the existence or assertion of any Liens (other than Permitted Liens) with respect to which indemnification is sought.

1.18 Other Intangibles. The term "Other Intangibles" shall mean and refer to all intangible assets, other than such Party's Systems Franchises, Systems Licenses and Systems Contracts, including subscriber lists, claims, and Intellectual Property, if any, included among such Party's Assets. Reference to PARTY A Other Intangibles shall be deemed to refer to the Other Intangibles of PARTY A, and reference to PARTY B Other Intangibles shall be deemed to refer to the Other Intangibles of PARTY B, in each case, as included among such Party's Assets.

1.19 Other Real Property Interests. The term "Other Real Property Interests" shall mean and refer to the easements and rights of access (other than those relating to multiple dwelling units) and other interests in real property held by such Party in connection with such Party's Cable Business, but not including such Party's Leased Property or such Party's Owned Property. Reference to PARTY A Other Real Property Interests shall be deemed to refer to the Other Real Property Interests of PARTY A, and reference to PARTY B Other Real Property Interests shall be deemed to refer to the Other Real Property Interests of PARTY B, in each case, as included among such Party's Assets.

1.20 Owned Property. The term "Owned Property" shall mean and refer to the fee interests in the real property included among such Party's Assets and described as such Party's Owned Property on SCHEDULE 1.20 and all improvements and towers thereon and appurtenances thereto. Reference to PARTY A Owned Property shall be deemed to refer to the Owned Property of PARTY A, and reference to PARTY B Owned Property shall be deemed to refer to the Owned Property of PARTY B, in each case, as included among such Party's Assets.

1.21 Party. The term "Party" shall mean and refer to either PARTY A, or PARTY B, or each of the entities constituting PARTY A or PARTY B, in each instance as the context requires.

1.22 Permitted Liens. The term "Permitted Liens" shall mean and refer to (a) Liens for Taxes, assessments and governmental charges, in each case not yet due and payable, (b) zoning laws or ordinances or any similar Legal Requirements, (c) rights reserved to any Governmental Authority to regulate the affected property, (d) as to Leased Property or Tangible Personal Property that is leased, the interests of the lessors thereof, and (e) as to Owned Property, Leased Property and Other Real Property Interests, any easements, rights-of-way, servitudes, conditions, covenants, restrictions and minor imperfections or irregularities in title, in each case, which are reflected in the public records and which do not individually or in the aggregate interfere with the right or ability of the applicable Party to own, use, enjoy or operate the Owned Property, Leased Property or Other Real Property Interests in the manner currently used or to convey good, marketable and indefeasible fee simple title to the same; provided that "Permitted Liens" will not include any Lien which could prevent or inhibit in any way (other than as permitted under clause (e)) the conduct of the business of the affected System, and provided further that classification of any Lien as a "Permitted Lien" will not affect any liability which a Party may have for any such Lien, including pursuant to any indemnity obligation under this Agreement.

1.23 Person. The term "Person" shall mean and refer to any natural person, Governmental Authority, corporation, general or limited partnership, limited liability company, joint venture, trust, association or unincorporated entity of any kind.

1.24 Required Consents. The term "Required Consents" shall mean and refer to any and all consents, authorizations and approvals under or in connection with such Party's Systems Franchises and Systems Licenses required for (a) such Party to transfer its Assets to the other Party pursuant to this Agreement, (b) the other Party to operate such Party's Systems and to own, lease, use and operate such Party's Assets and Systems at the places

and in the manner in which such Party's Assets are used and such Party's Systems are operated as of the date of this Agreement and as of the Closing, or (c) the other Party to assume and perform such Party's Systems Franchises and Systems Licenses. Reference to PARTY A Required Consents shall be deemed to refer to the Required Consents for PARTY A, and reference to PARTY B Required Consents shall be deemed to refer to the Required Consents for PARTY B.

1.25 System. The term "System" shall mean and refer to all or part of any cable television distribution system owned or leased by a Party, or in which a Party has other rights of use, that are used by such Party to serve its customers within the municipalities set forth on SCHEDULE 4.8-A (for PARTY A) and SCHEDULE 4.8-B (for PARTY B). Reference to PARTY A Systems shall be deemed to refer to the Systems of PARTY A, and reference to PARTY B Systems shall be deemed to refer to the Systems of PARTY B.

1.26 Systems Contracts. The term "Systems Contracts" shall mean and refer to all Contracts (other than such Party's Systems Franchises and Systems Licenses) that are included among such Party's Assets, including the lease agreements for such Party's Tangible Personal Property, pole attachment agreements, underground conduit agreements, crossing agreements, retransmission consent agreements, multiple dwelling, bulk billing or commercial service agreements and the Contracts documenting such Party's Leased Property described on SCHEDULE 1.14. Reference to PARTY A Systems Contracts shall be deemed to refer to the Systems Contracts of PARTY A, and reference to PARTY B Systems Contracts shall be deemed to refer to the Systems Contracts of PARTY B, in each case, as included among such Party's Assets.

1.27 Systems Franchises. The term "Systems Franchises" shall mean and refer to the franchises, permits and similar authorizations included among such Party's Assets (other than such Party's Systems Licenses) described on SCHEDULE 1.27, and all rights and benefits of such Party, including the rights and benefits arising under Section 626 of the Communications Act (47 U.S.C. 546) to the extent applicable to such Party's Systems Franchises. Reference to PARTY A Systems Franchises shall be deemed to refer to the Systems Franchises of PARTY A, and reference to PARTY B Systems Franchises shall be deemed to refer to the Systems Franchises of PARTY B, in each case, as included among such Party's Assets.

1.28 Systems Licenses. The term "Systems Licenses" shall mean and refer to the intangible cable television channel distribution rights, cable television relay service (CARS), business radio and other licenses, earth station registrations, authorizations, consents or permits issued by the FCC or any other Governmental Authority included among such Party's Assets and described on SCHEDULE 1.28 (other than such Party's Systems Franchises and Systems Contracts) and all rights and benefits of such Party pertaining thereto. Reference to PARTY A Systems Licenses shall be deemed to refer to the Systems Licenses of PARTY A, and reference to PARTY B Systems Licenses shall be deemed to refer to the Systems Licenses of PARTY B, in each case, as included among such Party's Assets.

1.29 Tangible Personal Property. The term "Tangible Personal Property" shall mean and refer to all tangible personal property included among such Party's Assets, including towers (other than towers on such Party's Owned Property which are fixtures

thereon and a part thereof), tower equipment, aboveground and underground cable, distribution systems, headend amplifiers, line amplifiers, microwave equipment, converters, testing equipment, motor vehicles, office equipment, computers and billing equipment, furniture, fixtures, supplies, inventory and other physical assets relating to the Systems. Reference to PARTY A Tangible Personal Property shall be deemed to refer to the Tangible Personal Property of PARTY A, and reference to PARTY B Tangible Personal Property shall be deemed to refer to the Tangible Personal Property of PARTY B, in each case, as included among such Party's Assets.

1.30 Taxes. The term "Taxes" shall mean and refer to levies and assessments of any kind or nature imposed by any Governmental Authority, including all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property taxes and levies or assessments related to unclaimed property, together with any interest thereon and any penalties, additions to tax or additional amounts applicable thereto. For purposes of determining any Tax cost or Tax benefit to any Person, such amount will be the actual cost or benefit recognized by such Person at the time of actual payment of the additional Tax or actual receipt of the Tax benefit. In the event that any Loss, payment or other amount is required to be determined on an after-Tax basis, such payment or other amount will be determined without regard to any Tax cost or Tax benefit not actually recognized at the time of the determination, and appropriate adjustments will be made when and to the extent that such Tax cost or Tax benefit is actually recognized.

1.31 Other Definitions. The following terms have the meanings set forth in the sections indicated in the table below:

Term - ----	Section -----
Closing Date	8.1
Code	Recital C
commercially reasonable efforts	10.9
Exchange	2.1
Exchange Groups	2.2
Matching Franchise	5.1.1
PARTY A	First Paragraph
PARTY A Matching Franchise	5.1.2
PARTY A Retained Franchise	5.1.1
PARTY A System Value	3.1
PARTY B	First Paragraph
PARTY B Matching Franchise	5.1.1
PARTY B Retained Franchise	5.1.2
PARTY B System Value	3.1
Primary Transfer	5.1.3
Retained Franchise	5.1.1
Subsequent Transfer	5.1.4
Taking	10.8
Transfer Tax Returns	5.2
Transfer Taxes	5.2

1.32 Usage. The definitions in Article 1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. All Exhibits and Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Exhibit or Schedule shall have the meaning ascribed to such term in this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein," and "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. All accounting terms not otherwise defined in this Agreement will have the meanings ascribed to them under generally acceptable accounting principles as in effect from time to time in the United States, consistently applied.

2. EXCHANGE.

2.1 Exchange of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, PARTY A and PARTY B agree to exchange simultaneously the PARTY A Assets for the PARTY B Assets, free and clear of all Liens (except Permitted Liens) (the "Exchange"). PARTY A and PARTY B agree to use all reasonable efforts to structure the Exchange in such a way that, to the extent reasonably possible, it will be a tax free exchange of like-kind assets under Section 1031 of the Code.

2.2 Method of Exchange. The Exchange is to occur as follows: (A) PARTY A Tangible Personal Property and PARTY B Tangible Personal Property are being exchanged each for the other; (B) PARTY A Owned Property, PARTY A Leased Property, and PARTY A Other Real Property Interests and PARTY B Owned Property, PARTY B Leased Property, and PARTY B Other Real Property Interests are being exchanged each for the other; and (C) PARTY A Systems Contracts, PARTY A Systems Franchises, PARTY A Systems Licenses, and PARTY A Other Intangibles and PARTY B Systems Contracts, PARTY B Systems Franchises, PARTY B Systems Licenses, and PARTY B Other Intangibles are being exchanged each for the other. In each case, the assets described in this Section 2.2 shall be exchanged each for the other in "Exchange Groups" as defined under Treasury Regulations Sections 1.1031(a)-2 and 1.1031(j)-1, and in each case to the maximum extent permitted by Section 1031 of the Code and the regulations promulgated thereunder. Liabilities assumed or taken subject to by each Party are being exchanged each for the other to the maximum extent permitted under Section 1031 of the Code and regulations thereunder.

3. CONSIDERATION.

3.1 For the purposes of this Agreement, the aggregate gross value and the value of each Exchange Group of the PARTY A Assets comprising all of the PARTY A Systems shall be as set forth on SCHEDULE 3.1-A ("PARTY A System Value"), and the aggregate gross value and the value of each Exchange Group of the PARTY B Assets comprising all of the PARTY B Systems shall be as set forth on SCHEDULE 3.1-B ("PARTY B System Value").

4. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other Party, as follows:

4.1 Organization and Qualification. Such Party is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation/incorporation. As of the Closing Date, such Party has all requisite power and authority to own, lease and use such Party's Assets owned, leased or used by it and to conduct its Cable Business as it is currently being conducted by it. As of the date of this Agreement, such Party is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the ownership, leasing or use of such Party's Assets owned, leased or used by it or the nature of its activities undertaken in connection with such Party's Systems makes such qualification necessary.

4.2 Authority and Validity. Such Party has all requisite entity power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by this Agreement. The execution and delivery by such Party of, its performance under, and its consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary entity action by or on behalf of such Party. This Agreement has been duly and validly executed and delivered by such Party and constitutes valid and legally binding agreement of such Party, enforceable against it in accordance with the terms hereof, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or by principles governing the availability of equitable remedies.

4.3 No Violation. Assuming all Required Consents have been obtained, the execution and delivery by each Party of, its performance under, and its consummation of the transactions contemplated by this Agreement do not and will not: (a) violate any provision of the organizational documents of such Party; (b) violate any provision of any Legal Requirement applicable to such Party; (c) require any consent, approval or authorization of, or filing of any certificate, notice, application, report or other document with, any Governmental Authority or other Person; or (d) (i) violate, result in a breach of or constitute a default under, (ii) permit or result in the termination, suspension or modification of, (iii) result in the acceleration of (or give any Person the right to accelerate) the performance of such Party under, or (iv) result in the creation or imposition of any Lien under, any Systems Contract, Systems Franchise, Systems License, or other instrument evidencing any of the Assets of such Party or by which such Party or any of its assets is bound or affected, provided, however, that no breach of any of the foregoing representations will be deemed to

have occurred if such occurrence does not have a material adverse effect on the Assets being transferred pursuant hereto, or preclude the transfer thereof.

4.4 Systems Contracts. Such Party has delivered to the other Party true and complete copies of all such Party's Systems Contracts (including each Contract relating to such Party's Leased Property and Other Real Property Interests), including any amendments thereto (or, in the case of oral Contracts, true and complete written summaries thereof), and each document evidencing such Party's ownership of its Owned Property.

4.5 Compliance with Legal Requirements. Such Party has used commercially reasonable efforts to comply in all material respects with all the applicable Legal Requirements.

4.6 Absence of Certain Changes or Events. Since the date of the execution of this Agreement, there has been no material adverse change in, nor has any event or events (other than any affecting the cable television industry generally) occurred that, individually or in the aggregate, could reasonably be expected to result in a material adverse change in such Party's Assets, Cable Business, operations, condition (financial or otherwise) or results of operations of its Systems, taken as a whole.

4.7 Tax Returns; Other Reports. Such Party has duly and timely filed in correct form all federal, state, local and foreign Tax returns and other Tax reports required to be filed by it, and has timely paid all Taxes which have become due and payable, whether or not so shown on any such return or report, the failure of which to be filed or paid could affect or result in the imposition of a Lien upon its Assets or create any transferee or other liability upon the other Party, except such amounts as are being contested diligently and in good faith and are not in the aggregate material. Except as set forth on SCHEDULE 4.7, such Party has not received any notice of, nor does such Party have any knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing Governmental Authority which could affect, or result in the imposition of a Lien upon, any of its Assets or transferee or other liability upon the other Party.

4.8 Systems Information. SCHEDULES 4.8-A and 4.8-B set forth a materially true and accurate description, on a System-by-System basis, of the following information relating to each Party's Systems as of the date of this Agreement:

- (a) the approximate number of aerial and underground miles of plant included in such Party's Assets and served by each headend;
- (b) the approximate number of single family homes and residential multiple dwelling units passed by each such System;
- (c) the MHZ capacity and channel capacity of each headend; and
- (d) the number of subscribers served by each such System.

5. ADDITIONAL COVENANTS.

5.1 Required Consents. If less than all of the Required Consents for the transfer of Systems Franchises are obtained as of the Closing Date, then the following will occur:

5.1.1 With respect to each PARTY A Systems Franchise for which a Required Consent necessary for the transfer thereof has not been obtained as of the Closing Date (such Systems Franchise and the PARTY A Assets pertaining thereto, hereinafter, a "PARTY A Retained Franchise"), the parties will negotiate in good faith to reach agreement on a PARTY B Systems Franchise (such Systems Franchise and the PARTY B Assets pertaining thereto, hereinafter, a "PARTY B Matching Franchise") that is to the greatest extent possible, like kind to PARTY A Retained Franchise for purposes of Section 1031 of the Code and the applicable exchange. A PARTY B Matching Franchise may also be a PARTY B Retained Franchise. For purposes of this Section 5.1, a "Retained Franchise" means either a PARTY A Retained Franchise or a PARTY B Retained Franchise or both, as the context requires, and a "Matching Franchise" means either a PARTY A Matching Franchise or a PARTY B Matching Franchise or both, as the context requires.

5.1.2 Similarly, with respect to each PARTY B Systems Franchise for which a PARTY B Required Consent necessary for the transfer thereof has not been obtained as of the Closing Date (such Systems Franchise and the PARTY B Assets pertaining thereto, hereinafter, a "PARTY B Retained Franchise"), the parties will negotiate in good faith to reach agreement on a PARTY A Systems Franchise (such Systems Franchise and the PARTY A Assets pertaining thereto, hereinafter, a "PARTY A Matching Franchise") that is to the greatest extent possible, like kind to PARTY B Retained Franchise for purposes of Section 1031 of the Code and the applicable exchange. A PARTY A Matching Franchise may also be a PARTY A Retained Franchise.

5.1.3 At the Closing, PARTY A and PARTY B shall transfer, convey and assign (the "Primary Transfer") all of the PARTY A Assets other than any PARTY A Retained Franchises and PARTY A Matching Franchises and all of the PARTY B Assets other than any PARTY B Retained Franchises and PARTY B Matching Franchises.

5.1.4 Following the Closing of the Primary Transfer, the parties will continue to use commercially reasonable efforts to obtain on an expedited basis the Required Consents for all PARTY A Retained Franchises and PARTY B Retained Franchises. Pending such Required Consents being obtained, each of PARTY A Retained Franchises and PARTY B Retained Franchises shall continue to be subject to the arrangement set forth in Article 7 hereof, and shall be transferred, conveyed, or assigned as contemplated herein as soon as practicable following the obtaining of such Required Consents (such transfer hereinafter referred to as a "Subsequent Transfer").

5.1.5 All references in this Agreement to the Closing and the Closing Date will mean the Closing and Closing Date of the Primary Transfer except as specifically provided otherwise in this Section 5.1.5. Without limiting the foregoing, all representations and warranties (except as to those Required Consents that have not been obtained) made in connection with the Retained Franchises and the Matching Franchises will be made as of the Closing Date rather than the date of the Subsequent Transfer, the other covenants in Article

5 will not apply to the Retained Franchises or the Matching Franchises following the Closing Date.

5.2 Sales and Transfer Taxes. All sales, use or excise Taxes arising from or payable by reason of the transfer of each Party's Assets ("Transfer Taxes") and all transfer and similar taxes or assessments, including transfer fees and similar assessments for or under Systems Franchises, Systems Licenses and Systems Contracts, arising from or payable by reason of the conveyance of each Party's Assets will be borne equally by each Party. Tax Returns required to be filed with respect to Transfer Taxes ("Transfer Tax Returns") shall be prepared and filed by the Party that has the primary responsibility under applicable law for filing such Transfer Tax Returns.

5.3 Further Assurances. At or after the Closing, each Party at the request of the other Party, will promptly execute and deliver, or cause to be executed and delivered, to the other Party all such documents and instruments, in addition to those otherwise required by this Agreement, in form and substance reasonably satisfactory to the other Party as the other Party may reasonably request in order to carry out or evidence the terms of this Agreement or to collect any accounts receivable or other claims included in the Assets transferred to the other Party. Without limiting the generality of the foregoing, PARTY A and PARTY B will take, or cause to be taken, all actions consistent with the terms of this Agreement, including execution and delivery of any documents or instruments, as the other may reasonably request to effect the qualification of the transactions contemplated hereby as a like-kind exchange under Section 1031 of the Code.

5.4 Satisfaction of Conditions. Each Party will use its commercially reasonable efforts to satisfy, or to cause to be satisfied, the conditions to the obligations of the other Party to consummate the transactions contemplated by this Agreement, as set forth in Article 6.

6. CONDITIONS PRECEDENT.

6.1 Conditions to Each Party's Obligations. The obligations of each Party to consummate the transactions contemplated by this Agreement will be subject to the satisfaction, at or before the Closing, of the following conditions, one or more of which may be waived by such Party:

6.1.1 Accuracy of Representations and Warranties. The representations and warranties of each Party in this Agreement, without giving effect to any materiality qualifications contained therein, are true, complete and accurate on and as of the Closing with the same effect as if made at and as of the Closing, except to the extent that all misstatements, omissions and inaccuracies, in the aggregate, do not have a material adverse effect on the other Party's Assets, Cable Business, the operations, condition (financial or otherwise) or results of operations of the Systems taken as a whole, or on the ability of the other Party to perform its obligations under this Agreement.

6.1.2 Deliveries. Each Party shall have delivered the items and documents required to be delivered by and pursuant to this Agreement, including those required to be delivered by each Party to the other Party under Section 8.2.

6.1.3 Legal Proceedings. No Legal Requirement of any Governmental Authority (including any temporary Legal Requirement) shall be in effect which would prevent or make illegal the consummation of any of the transactions contemplated by this Agreement.

6.1.4 Consents.

(a) Except as provided in Section 5.1, Required Consents relating to each Party's Systems Franchises shall have been obtained in form and substance reasonably satisfactory to the other Party, or the consent of the appropriate Governmental Authority shall be deemed to have been received in accordance with Section 617 of the Communications Act (47 U.S.C. ss.537).

(b) Each Party shall have received evidence, in form and substance reasonably satisfactory to it, that the other Party's Required Consents relating to the other Party's Systems Licenses and Systems Contracts have been obtained.

6.1.5 No Material Adverse Damage. There shall not have occurred any damage to such Party's Assets that has materially and adversely affected, or could reasonably be expected to materially and adversely affect, the cash flow therefrom.

7. PRE-CLOSING MANAGEMENT ARRANGEMENT.

Pending the Closing, each Party hereby agrees that the other shall be entitled to receive and retain any and all revenues from the operation of the Cable Business of the other Party to be transferred pursuant hereto including, without limitation, subscriber payments and advertising revenue, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business. Thus, each PARTY A entity shall be entitled to receive and retain all revenues from the operation of the PARTY B Cable Business being transferred to it, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business; provided, however, that management fees shall be limited, and shall be paid and expensed only as allowed, by the credit agreement to which such PARTY B entity is party to or otherwise bound, and each PARTY B entity shall be entitled to receive and retain all revenues from the operation of the PARTY A Cable Business being transferred to it, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business; provided, however, that management fees shall be limited, and shall be paid and expensed only as allowed, by the credit agreement to which such PARTY A entity is party to or otherwise bound.

8. THE CLOSING.

8.1 The Closing; Time and Place. Subject to the terms and conditions of this Agreement, the Closing shall be held at a place, date and time as mutually agreed upon by the Parties; provided that such day shall be a Business Day (the "Closing Date"). The transactions to be consummated at Closing shall be deemed to have been consummated as of the Closing Time.

8.2 Delivery Obligations. At the Closing, each Party will deliver or cause to be delivered to the other Party the following:

8.2.1 Bill of Sale and Assumption Agreement. The Bill of Sale and Assumption Agreement in the form mutually acceptable, transferring such Party's Assets as contemplated hereunder.

8.2.2 Deeds. Quitclaim deeds in recordable form conveying each parcel of such Party's Owned Property, and assignments of leases and easements in recordable form, with respect to such Party's Leased Property and Other Real Property Interests, each as contemplated hereunder.

8.2.3 Other. Such other documents and instruments as may be necessary to effect the intent of this Agreement and to consummate the transactions contemplated hereby.

9. TERMINATION AND DEFAULT.

9.1 Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

9.1.1 At any time, by the mutual agreement of PARTY A and PARTY B;

9.1.2 By either PARTY A or PARTY B at any time, if the other is in material breach or default of any of the other's covenants, agreements or other obligations herein;

9.1.3 By either PARTY A or PARTY B upon written notice to the other, with respect to any transfers that have not been completed on or before six (6) months after the date of this Agreement; or

9.1.4 By either PARTY A or PARTY B if an injunction, restraining order or decree of any nature of any Governmental Authority of competent jurisdiction is issued that prohibits the consummation of any of the transactions contemplated hereby and such injunction, restraining order or decree is final and nonappealable; provided, however, that the party seeking to terminate this Agreement pursuant to this clause has used commercially reasonable efforts to have such injunction, order or decree vacated or denied.

9.2 Effect of Termination. Except as set forth in Section 9.1.3, if this Agreement is terminated pursuant to Section 9.1, all obligations of the Parties under this Agreement will terminate, except for the obligations set forth in Section 10.7.

10. MISCELLANEOUS PROVISIONS.

10.1 Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon each of the Parties and their respective assigns and successors in interest and will inure solely to the benefit of the Parties and their respective assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement.

10.2 Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any Party to enforce any right arising under this Agreement on one

or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

10.3 Captions. The section and other captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original.

10.5 Entire Agreement. This Agreement (including the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings with respect to such subject matter. This Agreement may not be amended or modified except by a writing signed by all of the parties hereto.

10.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

10.7 Expenses. Except as otherwise expressly provided in this Agreement, each Party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

10.8 Risk of Loss. At all times prior to the Closing Time, the risk of any loss or damage to each Party's Assets resulting from fire, theft or other casualty (except reasonable wear and tear) or the risk that all or any part of or interest in each Party's Assets is taken or condemned as a result of a Governmental Authority's exercise of its powers of eminent domain, or if a Governmental Authority having such power informs a Party that it intends to condemn all or any part of such Party's Assets (such event being called, in either case, a "Taking"), shall remain with the current owner of such Assets, and such owner shall be entitled to receive and retain all insurance or condemnation proceeds paid or payable as a result of any loss, damage or condemnation of its Assets. With respect to any Party's Assets that are damaged or taken and therefore are not to be transferred pursuant hereto, the Parties agree to adjust the values of the Assets to be exchanged pursuant hereto so as to comply with the requirements of Section 1031 of the Code and the applicable exchange; such adjustment shall occur according to the mechanism set forth in Section 5.1 with the necessary changes thereto.

10.9 Commercially Reasonable Efforts. For purposes of this Agreement, "commercially reasonable efforts" will not be deemed to require a Party to undertake extraordinary or unreasonable measures, including the payment of amounts in excess of normal and usual filing fees and processing fees, if any, or other payments with respect to any Contract that are significant in the context of such Contract (or significant on the aggregate basis as to all Contracts).

[The remainder of this page intentionally left blank]

The parties have executed this Agreement as of the day and year first above written.

HOMETOWN TV, INC.
Federal Tax ID #: 14-1749551

By: _____

Title: _____

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC
Federal Tax ID #: 43-1720016

By: _____

Title: _____

CHARTER CABLE PARTNERS, LLC
Federal Tax ID #: 75-2775562

By: _____

Title: _____

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SCHEDULE 4.8-A

Hometown TV, Inc. ("PARTY A")

HOMETOWN TV, INC.

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Berlin	Hometown	Berlin	NY
Berlin	Hometown	Petersburg	NY

SCHEDULE 4.8-B

Charter Communications Entertainment I, LLC and Charter Cable Partners, LLC
(collectively, "PARTY B")

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC (RECEIVING ASSETS ONLY)

CHARTER CABLE PARTNERS, LLC

HEADEND - - - - -	SYSTEM - - - - -	FRANCHISE AUTHORITY - - - - -	STATE - - - - -
Eau Claire	Eau Claire WI	Cadott	WI

ASSET EXCHANGE AGREEMENT

DATED AS OF JANUARY 2, 2001

AMONG

CHARTER VIDEO ELECTRONICS, INC.,
ON THE ONE HAND

AND

CHARTER CABLE PARTNERS, LLC,
CHARTER COMMUNICATIONS VI, LLC,
ON THE OTHER HAND

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT (the "Agreement") is made as of January 2, 2001, by and between Charter Video Electronics, Inc. ("PARTY A") and each of Charter Cable Partners, LLC and Charter Communications VI, LLC (collectively, "PARTY B"), with reference to the following facts and circumstances:

RECITALS

A. PARTY A owns and operates all or part of cable television systems that are franchised and/or hold other authority to operate in and around the municipalities listed on SCHEDULE 4.8-A.

B. PARTY B owns and operates all or part of cable television systems that are franchised and/or hold other authority to operate in and around the municipalities listed on SCHEDULE 4.8-B. PARTY B is comprised of two entities both of which are single-member limited liability companies, and such entities will be treated for federal income tax purposes as disregarded entities with respect to Charter Communications Holding Company, LLC under Treasury Regulations ss. 301.7701-3(b)(1)(ii).

C. The parties desire to exchange the aforesaid systems in such a manner as to effect, to the extent reasonably possible, a like-kind exchange of such assets under Section 1031 of the United States Internal Revenue Code, as amended (the "Code").

AGREEMENTS

Accordingly, the parties hereby agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, the following capitalized terms or terms otherwise defined in this Article 1 shall have the meanings set forth below:

1.1 Agreement. The term "Agreement" shall mean and refer to this Asset Exchange Agreement.

1.2 Assets. The term "Assets" shall mean and refer to all of the assets, privileges, contracts, licenses, permits, franchises, authorizations, rights, interests, claims and other properties, real and personal, tangible and intangible, of every type and description which are owned, leased, held for use or used in such Party's Cable Business. Assets shall include Tangible Personal Property, Owned Property, Leased Property, Other Real Property Interests, Systems Franchises, Systems Licenses, Systems Contracts, Books and Records and Other Intangibles. Reference to PARTY A Assets shall be deemed to refer to the Assets of PARTY A, and reference to PARTY B Assets shall be deemed to refer to the Assets of PARTY B.

1.3 Books and Records. The term "Books and Records" shall mean and refer to all engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and procedures and all other files of correspondence, lists, records and reports concerning such Party's Cable Business, including subscribers and prospective subscribers of such Party's

Systems, signal and program carriage and dealings with Governmental Authorities with respect to such Party's Systems, including all reports filed with respect to such Party's Systems by or on behalf of such Party with the FCC and statements of account filed with respect to such Party's Systems by or on behalf of such Party with the U.S. Copyright Office, but excluding all documents, reports and records relating to any employee of such Party's Systems who has not given consent to disclosure of such documents, reports and records. Reference to PARTY A Books and Records shall be deemed to refer to the Books and Records of PARTY A, and reference to PARTY B Books and Records shall be deemed to refer to the Books and Records of PARTY B, in each case, as included among such Party's Assets.

1.4 Business Day. The term "Business Day" shall mean and refer to any day other than a Saturday, Sunday or a day on which the banking institutions in St. Louis, Missouri, are required or authorized to be closed.

1.5 Cable Business. The term "Cable Business" shall mean and refer to the cable television business and other revenue-generating businesses and related operations conducted by such Party through such Party's Systems. Reference to PARTY A Cable Business shall be deemed to refer to the Cable Business of PARTY A, and reference to PARTY B Cable Business shall be deemed to refer to the Cable Business of PARTY B.

1.6 Closing. The term "Closing" shall mean and refer to the closing of the exchange transactions contemplated by this Agreement.

1.7 Closing Time. The term "Closing Time" shall mean and refer to 11:59 p.m., Central Time, on the Closing Date.

1.8 Communications Act. The term "Communications Act" shall mean and refer to the Communications Act of 1934, as amended, and the FCC rules and regulations promulgated thereunder.

1.9 Contract. The term "Contract" shall mean and refer to any contract, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right or other instrument, document, obligation or agreement, whether written or oral.

1.10 FCC. The term "FCC" shall mean and refer to the Federal Communications Commission.

1.11 Governmental Authority. The term "Governmental Authority" shall mean and refer to the United States of America, any state, commonwealth, territory or possession of the United States of America and any political subdivision or quasi-governmental authority of any of the same, including any court, tribunal, department, commission, board, bureau, agency, body, county, municipality, province, parish or other instrumentality of any of the foregoing.

1.12 Intellectual Property. The term "Intellectual Property" shall mean and refer to, with respect to any Cable Business, any (a) trademarks, trade dress, trade names, service marks, logos and other similar proprietary rights, (b) domain names, (c) copyrights and (d)

patents and patentable know-how, inventions and processes, in each case used in such Cable Business.

1.13 Judgment. The term "Judgment" shall mean and refer to any judgment, writ, order, injunction, award or decree of any court, judge, justice or magistrate, including any bankruptcy court or judge or the arbitrator in any binding arbitration, and any order of or by any Governmental Authority.

1.14 Leased Property. The term "Leased Property" shall mean and refer to the leaseholds of real property included among such Party's Assets and described as such Party's Leased Property on SCHEDULE 1.14. Reference to PARTY A Leased Property shall be deemed to refer to the Leased Property of PARTY A, and reference to PARTY B Leased Property shall be deemed to refer to the Leased Property of PARTY B, in each case, as included among such Party's Assets.

1.15 Legal Requirement. The term "Legal Requirement" shall mean and refer to any applicable common law and any statute, ordinance, code or other law, rule, regulation, order, technical or other written standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any Governmental Authority, including any Judgment.

1.16 Lien. The term "Lien" shall mean and refer to any security interest, security agreement, financing statement filed with any Governmental Authority, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any mortgage, lien (including any lien for Taxes), indenture, pledge, option, encumbrance, adverse interest, constructive trust or other trust, claim, attachment, exception to, defect in, or other condition adversely affecting title or other ownership interest (including reservations, rights of entry, possibilities of reverter, encroachments, protrusions, easements, rights-of-way, rights of first refusal, restrictive covenants, leases and licenses) of any kind, which constitutes an interest in or claim against property, whether arising pursuant to any Legal Requirement, Systems License, Systems Franchise, Systems Contract or otherwise.

1.17 Losses. The term "Losses" shall mean and refer to any claims, losses, liabilities, damages, penalties, costs and expenses, including interest that may be imposed in connection therewith, expenses of investigation, reasonable fees and disbursements of counsel and other experts, and, as applicable, the cost to any Person making a claim or seeking indemnification under this Agreement with respect to funds expended by such Person by reason of the occurrence of any event or the existence or assertion of any Liens (other than Permitted Liens) with respect to which indemnification is sought.

1.18 Other Intangibles. The term "Other Intangibles" shall mean and refer to all intangible assets, other than such Party's Systems Franchises, Systems Licenses and Systems Contracts, including subscriber lists, claims, and Intellectual Property, if any, included among such Party's Assets. Reference to PARTY A Other Intangibles shall be deemed to refer to the Other Intangibles of PARTY A, and reference to PARTY B Other Intangibles shall be deemed to refer to the Other Intangibles of PARTY B, in each case, as included among such Party's Assets.

1.19 Other Real Property Interests. The term "Other Real Property Interests" shall mean and refer to the easements and rights of access (other than those relating to multiple dwelling units) and other interests in real property held by such Party in connection with such Party's Cable Business, but not including such Party's Leased Property or such Party's Owned Property. Reference to PARTY A Other Real Property Interests shall be deemed to refer to the Other Real Property Interests of PARTY A, and reference to PARTY B Other Real Property Interests shall be deemed to refer to the Other Real Property Interests of PARTY B, in each case, as included among such Party's Assets.

1.20 Owned Property. The term "Owned Property" shall mean and refer to the fee interests in the real property included among such Party's Assets and described as such Party's Owned Property on SCHEDULE 1.20 and all improvements and towers thereon and appurtenances thereto. Reference to PARTY A Owned Property shall be deemed to refer to the Owned Property of PARTY A, and reference to PARTY B Owned Property shall be deemed to refer to the Owned Property of PARTY B, in each case, as included among such Party's Assets.

1.21 Party. The term "Party" shall mean and refer to either PARTY A, or PARTY B, or each of the entities constituting PARTY A or PARTY B, in each instance as the context requires.

1.22 Permitted Liens. The term "Permitted Liens" shall mean and refer to (a) Liens for Taxes, assessments and governmental charges, in each case not yet due and payable, (b) zoning laws or ordinances or any similar Legal Requirements, (c) rights reserved to any Governmental Authority to regulate the affected property, (d) as to Leased Property or Tangible Personal Property that is leased, the interests of the lessors thereof, and (e) as to Owned Property, Leased Property and Other Real Property Interests, any easements, rights-of-way, servitudes, conditions, covenants, restrictions and minor imperfections or irregularities in title, in each case, which are reflected in the public records and which do not individually or in the aggregate interfere with the right or ability of the applicable Party to own, use, enjoy or operate the Owned Property, Leased Property or Other Real Property Interests in the manner currently used or to convey good, marketable and indefeasible fee simple title to the same; provided that "Permitted Liens" will not include any Lien which could prevent or inhibit in any way (other than as permitted under clause (e)) the conduct of the business of the affected System, and provided further that classification of any Lien as a "Permitted Lien" will not affect any liability which a Party may have for any such Lien, including pursuant to any indemnity obligation under this Agreement.

1.23 Person. The term "Person" shall mean and refer to any natural person, Governmental Authority, corporation, general or limited partnership, limited liability company, joint venture, trust, association or unincorporated entity of any kind.

1.24 Required Consents. The term "Required Consents" shall mean and refer to any and all consents, authorizations and approvals under or in connection with such Party's Systems Franchises and Systems Licenses required for (a) such Party to transfer its Assets to the other Party pursuant to this Agreement, (b) the other Party to operate such Party's Systems and to own, lease, use and operate such Party's Assets and Systems at the places

and in the manner in which such Party's Assets are used and such Party's Systems are operated as of the date of this Agreement and as of the Closing, or (c) the other Party to assume and perform such Party's Systems Franchises and Systems Licenses. Reference to PARTY A Required Consents shall be deemed to refer to the Required Consents for PARTY A, and reference to PARTY B Required Consents shall be deemed to refer to the Required Consents for PARTY B.

1.25 System. The term "System" shall mean and refer to all or part of any cable television distribution system owned or leased by a Party, or in which a Party has other rights of use, that are used by such Party to serve its customers within the municipalities set forth on SCHEDULE 4.8-A (for PARTY A) and SCHEDULE 4.8-B (for PARTY B). Reference to PARTY A Systems shall be deemed to refer to the Systems of PARTY A, and reference to PARTY B Systems shall be deemed to refer to the Systems of PARTY B.

1.26 Systems Contracts. The term "Systems Contracts" shall mean and refer to all Contracts (other than such Party's Systems Franchises and Systems Licenses) that are included among such Party's Assets, including the lease agreements for such Party's Tangible Personal Property, pole attachment agreements, underground conduit agreements, crossing agreements, retransmission consent agreements, multiple dwelling, bulk billing or commercial service agreements and the Contracts documenting such Party's Leased Property described on SCHEDULE 1.14. Reference to PARTY A Systems Contracts shall be deemed to refer to the Systems Contracts of PARTY A, and reference to PARTY B Systems Contracts shall be deemed to refer to the Systems Contracts of PARTY B, in each case, as included among such Party's Assets.

1.27 Systems Franchises. The term "Systems Franchises" shall mean and refer to the franchises, permits and similar authorizations included among such Party's Assets (other than such Party's Systems Licenses) described on SCHEDULE 1.27, and all rights and benefits of such Party, including the rights and benefits arising under Section 626 of the Communications Act (47 U.S.C. 546) to the extent applicable to such Party's Systems Franchises. Reference to PARTY A Systems Franchises shall be deemed to refer to the Systems Franchises of PARTY A, and reference to PARTY B Systems Franchises shall be deemed to refer to the Systems Franchises of PARTY B, in each case, as included among such Party's Assets.

1.28 Systems Licenses. The term "Systems Licenses" shall mean and refer to the intangible cable television channel distribution rights, cable television relay service (CARS), business radio and other licenses, earth station registrations, authorizations, consents or permits issued by the FCC or any other Governmental Authority included among such Party's Assets and described on SCHEDULE 1.28 (other than such Party's Systems Franchises and Systems Contracts) and all rights and benefits of such Party pertaining thereto. Reference to PARTY A Systems Licenses shall be deemed to refer to the Systems Licenses of PARTY A, and reference to PARTY B Systems Licenses shall be deemed to refer to the Systems Licenses of PARTY B, in each case, as included among such Party's Assets.

1.29 Tangible Personal Property. The term "Tangible Personal Property" shall mean and refer to all tangible personal property included among such Party's Assets, including towers (other than towers on such Party's Owned Property which are fixtures

thereon and a part thereof), tower equipment, aboveground and underground cable, distribution systems, headend amplifiers, line amplifiers, microwave equipment, converters, testing equipment, motor vehicles, office equipment, computers and billing equipment, furniture, fixtures, supplies, inventory and other physical assets relating to the Systems. Reference to PARTY A Tangible Personal Property shall be deemed to refer to the Tangible Personal Property of PARTY A, and reference to PARTY B Tangible Personal Property shall be deemed to refer to the Tangible Personal Property of PARTY B, in each case, as included among such Party's Assets.

1.30 Taxes. The term "Taxes" shall mean and refer to levies and assessments of any kind or nature imposed by any Governmental Authority, including all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property taxes and levies or assessments related to unclaimed property, together with any interest thereon and any penalties, additions to tax or additional amounts applicable thereto. For purposes of determining any Tax cost or Tax benefit to any Person, such amount will be the actual cost or benefit recognized by such Person at the time of actual payment of the additional Tax or actual receipt of the Tax benefit. In the event that any Loss, payment or other amount is required to be determined on an after-Tax basis, such payment or other amount will be determined without regard to any Tax cost or Tax benefit not actually recognized at the time of the determination, and appropriate adjustments will be made when and to the extent that such Tax cost or Tax benefit is actually recognized.

1.31 Other Definitions. The following terms have the meanings set forth in the sections indicated in the table below:

Term - - - - -	Section - - - - -
Closing Date	8.1
Code	Recital C
commercially reasonable efforts	10.9
Exchange	2.1
Exchange Groups	2.2
Matching Franchise	5.1.1
PARTY A	First Paragraph
PARTY A Matching Franchise	5.1.2
PARTY A Retained Franchise	5.1.1
PARTY A System Value	3.1
PARTY B	First Paragraph
PARTY B Matching Franchise	5.1.1
PARTY B Retained Franchise	5.1.2
PARTY B System Value	3.1
Primary Transfer	5.1.3
Retained Franchise	5.1.1
Subsequent Transfer	5.1.4
Taking	10.8
Transfer Tax Returns	5.2
Transfer Taxes	5.2

1.32 Usage. The definitions in Article 1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. All Exhibits and Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Exhibit or Schedule shall have the meaning ascribed to such term in this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein," and "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. All accounting terms not otherwise defined in this Agreement will have the meanings ascribed to them under generally acceptable accounting principles as in effect from time to time in the United States, consistently applied.

2. EXCHANGE.

2.1 Exchange of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, PARTY A and PARTY B agree to exchange simultaneously the PARTY A Assets for the PARTY B Assets, free and clear of all Liens (except Permitted Liens) (the "Exchange"). PARTY A and PARTY B agree to use all reasonable efforts to structure the Exchange in such a way that, to the extent reasonably possible, it will be a tax free exchange of like-kind assets under Section 1031 of the Code.

2.2 Method of Exchange. The Exchange is to occur as follows: (A) PARTY A Tangible Personal Property and PARTY B Tangible Personal Property are being exchanged each for the other; (B) PARTY A Owned Property, PARTY A Leased Property, and PARTY A Other Real Property Interests and PARTY B Owned Property, PARTY B Leased Property, and PARTY B Other Real Property Interests are being exchanged each for the other; and (C) PARTY A Systems Contracts, PARTY A Systems Franchises, PARTY A Systems Licenses, and PARTY A Other Intangibles and PARTY B Systems Contracts, PARTY B Systems Franchises, PARTY B Systems Licenses, and PARTY B Other Intangibles are being exchanged each for the other. In each case, the assets described in this Section 2.2 shall be exchanged each for the other in "Exchange Groups" as defined under Treasury Regulations Sections 1.1031(a)-2 and 1.1031(j)-1, and in each case to the maximum extent permitted by Section 1031 of the Code and the regulations promulgated thereunder. Liabilities assumed or taken subject to by each Party are being exchanged each for the other to the maximum extent permitted under Section 1031 of the Code and regulations thereunder.

3. CONSIDERATION.

3.1 For the purposes of this Agreement, the aggregate gross value and the value of each Exchange Group of the PARTY A Assets comprising all of the PARTY A Systems shall be as set forth on SCHEDULE 3.1-A ("PARTY A System Value"), and the aggregate gross value and the value of each Exchange Group of the PARTY B Assets comprising all of the PARTY B Systems shall be as set forth on SCHEDULE 3.1-B ("PARTY B System Value").

4. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other Party, as follows:

4.1 Organization and Qualification. Such Party is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation/incorporation. As of the Closing Date, such Party has all requisite power and authority to own, lease and use such Party's Assets owned, leased or used by it and to conduct its Cable Business as it is currently being conducted by it. As of the date of this Agreement, such Party is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the ownership, leasing or use of such Party's Assets owned, leased or used by it or the nature of its activities undertaken in connection with such Party's Systems makes such qualification necessary.

4.2 Authority and Validity. Such Party has all requisite entity power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by this Agreement. The execution and delivery by such Party of, its performance under, and its consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary entity action by or on behalf of such Party. This Agreement has been duly and validly executed and delivered by such Party and constitutes valid and legally binding agreement of such Party, enforceable against it in accordance with the terms hereof, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or by principles governing the availability of equitable remedies.

4.3 No Violation. Assuming all Required Consents have been obtained, the execution and delivery by each Party of, its performance under, and its consummation of the transactions contemplated by this Agreement do not and will not: (a) violate any provision of the organizational documents of such Party; (b) violate any provision of any Legal Requirement applicable to such Party; (c) require any consent, approval or authorization of, or filing of any certificate, notice, application, report or other document with, any Governmental Authority or other Person; or (d) (i) violate, result in a breach of or constitute a default under, (ii) permit or result in the termination, suspension or modification of, (iii) result in the acceleration of (or give any Person the right to accelerate) the performance of such Party under, or (iv) result in the creation or imposition of any Lien under, any Systems Contract, Systems Franchise, Systems License, or other instrument evidencing any of the Assets of such Party or by which such Party or any of its assets is bound or affected, provided, however, that no breach of any of the foregoing representations will be deemed to

have occurred if such occurrence does not have a material adverse effect on the Assets being transferred pursuant hereto, or preclude the transfer thereof.

4.4 Systems Contracts. Such Party has delivered to the other Party true and complete copies of all such Party's Systems Contracts (including each Contract relating to such Party's Leased Property and Other Real Property Interests), including any amendments thereto (or, in the case of oral Contracts, true and complete written summaries thereof), and each document evidencing such Party's ownership of its Owned Property.

4.5 Compliance with Legal Requirements. Such Party has used commercially reasonable efforts to comply in all material respects with all the applicable Legal Requirements.

4.6 Absence of Certain Changes or Events. Since the date of the execution of this Agreement, there has been no material adverse change in, nor has any event or events (other than any affecting the cable television industry generally) occurred that, individually or in the aggregate, could reasonably be expected to result in a material adverse change in such Party's Assets, Cable Business, operations, condition (financial or otherwise) or results of operations of its Systems, taken as a whole.

4.7 Tax Returns; Other Reports. Such Party has duly and timely filed in correct form all federal, state, local and foreign Tax returns and other Tax reports required to be filed by it, and has timely paid all Taxes which have become due and payable, whether or not so shown on any such return or report, the failure of which to be filed or paid could affect or result in the imposition of a Lien upon its Assets or create any transferee or other liability upon the other Party, except such amounts as are being contested diligently and in good faith and are not in the aggregate material. Except as set forth on SCHEDULE 4.7, such Party has not received any notice of, nor does such Party have any knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing Governmental Authority which could affect, or result in the imposition of a Lien upon, any of its Assets or transferee or other liability upon the other Party.

4.8 Systems Information. SCHEDULES 4.8-A and 4.8-B set forth a materially true and accurate description, on a System-by-System basis, of the following information relating to each Party's Systems as of the date of this Agreement:

- (a) the approximate number of aerial and underground miles of plant included in such Party's Assets and served by each headend;
- (b) the approximate number of single family homes and residential multiple dwelling units passed by each such System;
- (c) the MHZ capacity and channel capacity of each headend; and
- (d) the number of subscribers served by each such System.

5. ADDITIONAL COVENANTS.

5.1 Required Consents. If less than all of the Required Consents for the transfer of Systems Franchises are obtained as of the Closing Date, then the following will occur:

5.1.1 With respect to each PARTY A Systems Franchise for which a Required Consent necessary for the transfer thereof has not been obtained as of the Closing Date (such Systems Franchise and the PARTY A Assets pertaining thereto, hereinafter, a "PARTY A Retained Franchise"), the parties will negotiate in good faith to reach agreement on a PARTY B Systems Franchise (such Systems Franchise and the PARTY B Assets pertaining thereto, hereinafter, a "PARTY B Matching Franchise") that is to the greatest extent possible, like kind to PARTY A Retained Franchise for purposes of Section 1031 of the Code and the applicable exchange. A PARTY B Matching Franchise may also be a PARTY B Retained Franchise. For purposes of this Section 5.1, a "Retained Franchise" means either a PARTY A Retained Franchise or a PARTY B Retained Franchise or both, as the context requires, and a "Matching Franchise" means either a PARTY A Matching Franchise or a PARTY B Matching Franchise or both, as the context requires.

5.1.2 Similarly, with respect to each PARTY B Systems Franchise for which a PARTY B Required Consent necessary for the transfer thereof has not been obtained as of the Closing Date (such Systems Franchise and the PARTY B Assets pertaining thereto, hereinafter, a "PARTY B Retained Franchise"), the parties will negotiate in good faith to reach agreement on a PARTY A Systems Franchise (such Systems Franchise and the PARTY A Assets pertaining thereto, hereinafter, a "PARTY A Matching Franchise") that is to the greatest extent possible, like kind to PARTY B Retained Franchise for purposes of Section 1031 of the Code and the applicable exchange. A PARTY A Matching Franchise may also be a PARTY A Retained Franchise.

5.1.3 At the Closing, PARTY A and PARTY B shall transfer, convey and assign (the "Primary Transfer") all of the PARTY A Assets other than any PARTY A Retained Franchises and PARTY A Matching Franchises and all of the PARTY B Assets other than any PARTY B Retained Franchises and PARTY B Matching Franchises.

5.1.4 Following the Closing of the Primary Transfer, the parties will continue to use commercially reasonable efforts to obtain on an expedited basis the Required Consents for all PARTY A Retained Franchises and PARTY B Retained Franchises. Pending such Required Consents being obtained, each of PARTY A Retained Franchises and PARTY B Retained Franchises shall continue to be subject to the arrangement set forth in Article 7 hereof, and shall be transferred, conveyed, or assigned as contemplated herein as soon as practicable following the obtaining of such Required Consents (such transfer hereinafter referred to as a "Subsequent Transfer").

5.1.5 All references in this Agreement to the Closing and the Closing Date will mean the Closing and Closing Date of the Primary Transfer except as specifically provided otherwise in this Section 5.1.5. Without limiting the foregoing, all representations and warranties (except as to those Required Consents that have not been obtained) made in connection with the Retained Franchises and the Matching Franchises will be made as of the Closing Date rather than the date of the Subsequent Transfer, the other covenants in Article

5 will not apply to the Retained Franchises or the Matching Franchises following the Closing Date.

5.2 Sales and Transfer Taxes. All sales, use or excise Taxes arising from or payable by reason of the transfer of each Party's Assets ("Transfer Taxes") and all transfer and similar taxes or assessments, including transfer fees and similar assessments for or under Systems Franchises, Systems Licenses and Systems Contracts, arising from or payable by reason of the conveyance of each Party's Assets will be borne equally by each Party. Tax Returns required to be filed with respect to Transfer Taxes ("Transfer Tax Returns") shall be prepared and filed by the Party that has the primary responsibility under applicable law for filing such Transfer Tax Returns.

5.3 Further Assurances. At or after the Closing, each Party at the request of the other Party, will promptly execute and deliver, or cause to be executed and delivered, to the other Party all such documents and instruments, in addition to those otherwise required by this Agreement, in form and substance reasonably satisfactory to the other Party as the other Party may reasonably request in order to carry out or evidence the terms of this Agreement or to collect any accounts receivable or other claims included in the Assets transferred to the other Party. Without limiting the generality of the foregoing, PARTY A and PARTY B will take, or cause to be taken, all actions consistent with the terms of this Agreement, including execution and delivery of any documents or instruments, as the other may reasonably request to effect the qualification of the transactions contemplated hereby as a like-kind exchange under Section 1031 of the Code.

5.4 Satisfaction of Conditions. Each Party will use its commercially reasonable efforts to satisfy, or to cause to be satisfied, the conditions to the obligations of the other Party to consummate the transactions contemplated by this Agreement, as set forth in Article 6.

6. CONDITIONS PRECEDENT.

6.1 Conditions to Each Party's Obligations. The obligations of each Party to consummate the transactions contemplated by this Agreement will be subject to the satisfaction, at or before the Closing, of the following conditions, one or more of which may be waived by such Party:

6.1.1 Accuracy of Representations and Warranties. The representations and warranties of each Party in this Agreement, without giving effect to any materiality qualifications contained therein, are true, complete and accurate on and as of the Closing with the same effect as if made at and as of the Closing, except to the extent that all misstatements, omissions and inaccuracies, in the aggregate, do not have a material adverse effect on the other Party's Assets, Cable Business, the operations, condition (financial or otherwise) or results of operations of the Systems taken as a whole, or on the ability of the other Party to perform its obligations under this Agreement.

6.1.2 Deliveries. Each Party shall have delivered the items and documents required to be delivered by and pursuant to this Agreement, including those required to be delivered by each Party to the other Party under Section 8.2.

6.1.3 Legal Proceedings. No Legal Requirement of any Governmental Authority (including any temporary Legal Requirement) shall be in effect which would prevent or make illegal the consummation of any of the transactions contemplated by this Agreement.

6.1.4 Consents.

(a) Except as provided in Section 5.1, Required Consents relating to each Party's Systems Franchises shall have been obtained in form and substance reasonably satisfactory to the other Party, or the consent of the appropriate Governmental Authority shall be deemed to have been received in accordance with Section 617 of the Communications Act (47 U.S.C. ss.537).

(b) Each Party shall have received evidence, in form and substance reasonably satisfactory to it, that the other Party's Required Consents relating to the other Party's Systems Licenses and Systems Contracts have been obtained.

6.1.5 No Material Adverse Damage. There shall not have occurred any damage to such Party's Assets that has materially and adversely affected, or could reasonably be expected to materially and adversely affect, the cash flow therefrom.

7. PRE-CLOSING MANAGEMENT ARRANGEMENT.

Pending the Closing, each Party hereby agrees that the other shall be entitled to receive and retain any and all revenues from the operation of the Cable Business of the other Party to be transferred pursuant hereto including, without limitation, subscriber payments and advertising revenue, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business. Thus, each PARTY A entity shall be entitled to receive and retain all revenues from the operation of the PARTY B Cable Business being transferred to it, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business; provided, however, that management fees shall be limited, and shall be paid and expensed only as allowed, by the credit agreement to which such PARTY B entity is party to or otherwise bound, and each PARTY B entity shall be entitled to receive and retain all revenues from the operation of the PARTY A Cable Business being transferred to it, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business; provided, however, that management fees shall be limited, and shall be paid and expensed only as allowed, by the credit agreement to which such PARTY A entity is party to or otherwise bound.

8. THE CLOSING.

8.1 The Closing; Time and Place. Subject to the terms and conditions of this Agreement, the Closing shall be held at a place, date and time as mutually agreed upon by the Parties; provided that such day shall be a Business Day (the "Closing Date"). The transactions to be consummated at Closing shall be deemed to have been consummated as of the Closing Time.

8.2 Delivery Obligations. At the Closing, each Party will deliver or cause to be delivered to the other Party the following:

8.2.1 Bill of Sale and Assumption Agreement. The Bill of Sale and Assumption Agreement in the form mutually acceptable, transferring such Party's Assets as contemplated hereunder.

8.2.2 Deeds. Quitclaim deeds in recordable form conveying each parcel of such Party's Owned Property, and assignments of leases and easements in recordable form, with respect to such Party's Leased Property and Other Real Property Interests, each as contemplated hereunder.

8.2.3 Other. Such other documents and instruments as may be necessary to effect the intent of this Agreement and to consummate the transactions contemplated hereby.

9. TERMINATION AND DEFAULT.

9.1 Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

9.1.1 At any time, by the mutual agreement of PARTY A and PARTY B;

9.1.2 By either PARTY A or PARTY B at any time, if the other is in material breach or default of any of the other's covenants, agreements or other obligations herein;

9.1.3 By either PARTY A or PARTY B upon written notice to the other, with respect to any transfers that have not been completed on or before six (6) months after the date of this Agreement; or

9.1.4 By either PARTY A or PARTY B if an injunction, restraining order or decree of any nature of any Governmental Authority of competent jurisdiction is issued that prohibits the consummation of any of the transactions contemplated hereby and such injunction, restraining order or decree is final and nonappealable; provided, however, that the party seeking to terminate this Agreement pursuant to this clause has used commercially reasonable efforts to have such injunction, order or decree vacated or denied.

9.2 Effect of Termination. Except as set forth in Section 9.1.3, if this Agreement is terminated pursuant to Section 9.1, all obligations of the Parties under this Agreement will terminate, except for the obligations set forth in Section 10.7.

10. MISCELLANEOUS PROVISIONS.

10.1 Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon each of the Parties and their respective assigns and successors in interest and will inure solely to the benefit of the Parties and their respective assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement.

10.2 Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any Party to enforce any right arising under this Agreement on one

or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

10.3 Captions. The section and other captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original.

10.5 Entire Agreement. This Agreement (including the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings with respect to such subject matter. This Agreement may not be amended or modified except by a writing signed by all of the parties hereto.

10.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

10.7 Expenses. Except as otherwise expressly provided in this Agreement, each Party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

10.8 Risk of Loss. At all times prior to the Closing Time, the risk of any loss or damage to each Party's Assets resulting from fire, theft or other casualty (except reasonable wear and tear) or the risk that all or any part of or interest in each Party's Assets is taken or condemned as a result of a Governmental Authority's exercise of its powers of eminent domain, or if a Governmental Authority having such power informs a Party that it intends to condemn all or any part of such Party's Assets (such event being called, in either case, a "Taking"), shall remain with the current owner of such Assets, and such owner shall be entitled to receive and retain all insurance or condemnation proceeds paid or payable as a result of any loss, damage or condemnation of its Assets. With respect to any Party's Assets that are damaged or taken and therefore are not to be transferred pursuant hereto, the Parties agree to adjust the values of the Assets to be exchanged pursuant hereto so as to comply with the requirements of Section 1031 of the Code and the applicable exchange; such adjustment shall occur according to the mechanism set forth in Section 5.1 with the necessary changes thereto.

10.9 Commercially Reasonable Efforts. For purposes of this Agreement, "commercially reasonable efforts" will not be deemed to require a Party to undertake extraordinary or unreasonable measures, including the payment of amounts in excess of normal and usual filing fees and processing fees, if any, or other payments with respect to any Contract that are significant in the context of such Contract (or significant on the aggregate basis as to all Contracts).

[The remainder of this page intentionally left blank]

The parties have executed this Agreement as of the day and year first above written.

CHARTER VIDEO ELECTRONICS, INC.
Federal Tax ID #: 39-1029927

By: _____

Title: _____

CHARTER CABLE PARTNERS, LLC
Federal Tax ID #: 75-2775562

By: _____

Title: _____

CHARTER COMMUNICATIONS VI, LLC
Federal Tax ID #: 43-1854208

By: _____

Title: _____

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SCHEDULE 4.8-A

Charter Video Electronics, Inc. ("PARTY A")

CHARTER VIDEO ELECTRONICS, INC.

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Rhineland	Rhineland WI	Argonne	WI
Rhineland	Rhineland	Bradley	WI
Rhineland	Rhineland	Cassian	WI
Rhineland	Rhineland WI	Crandon city	WI
Rhineland	Rhineland WI	Crandon town	WI
Rhineland	Rhineland	Crescent	WI
Rhineland	Rhineland	Lincoln	WI
Rhineland	Rhineland	Monico	WI
Rhineland	Rhineland	Newbold	WI
Rhineland	Rhineland	Nokomis	WI
Rhineland	Rhineland	Pelican	WI
Rhineland	Rhineland	Pine Lake	WI
Rhineland	Rhineland WI	Rhineland	WI
Rhineland	Rhineland	Stella	WI
Rhineland	Rhineland WI	Tomahawk	WI
Rhineland	Rhineland	Town of Wabeno	WI
Rhineland	Rhineland	Woodboro	WI

SCHEDULE 4.8-B

Charter Cable Partners, LLC and Charter Communications VI, LLC
(collectively, "PARTY B")

CHARTER CABLE PARTNERS, LLC

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Ashland	Eau Claire WI	Bayfield	WI
Ashland	Eau Claire WI	Bayfield	WI
Ladysmith	Eau Claire WI	Bruce	WI
Dresser	Eau Claire WI	Dresser	WI
Park Falls	Eau Claire WI	Eisenstein	WI
Ladysmith	Eau Claire WI	Flambeau	WI
Ladysmith	Eau Claire WI	Grant (Ladysmith)	WI
Hayward/Stone Lake	Eau Claire WI	Hayward	WI
Hayward/Stone Lake	Eau Claire WI	Hayward	WI
Ladysmith	Eau Claire WI	Ladysmith	WI
Park Falls	Eau Claire WI	Lake	WI
Dresser	Eau Claire WI	Osceola	WI
Park Falls	Eau Claire WI	Park Falls	WI
Hayward/Stone Lake	Eau Claire WI	Sand Lake	WI
Spooner	Eau Claire WI	Spooner	WI
Dresser	Eau Claire WI	St Croix Falls	WI
Hayward/Stone Lake	Eau Claire WI	Stone Lake	WI
Ladysmith	Eau Claire WI	Tony	WI
Ashland	Eau Claire WI	Washburn	WI

CHARTER COMMUNICATIONS VI, LLC

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Oscoda	Oscoda/Ausable	Alabaster	MI
Oscoda	Oscoda/Ausable	Alcona	MI
Oscoda	Oscoda/Ausable	Ausable	MI
Oscoda	Oscoda/Ausable	Baldwin	MI
Oscoda	Oscoda/Ausable	Caledonia	MI
Oscoda	Oscoda/Ausable	East Tawas	MI
Oscoda	Oscoda/Ausable	Grant	MI
Oscoda	Oscoda/Ausable	Greenbush	MI
Oscoda	Oscoda/Ausable	Harrisville Township	MI
Oscoda	Oscoda/Ausable	Harrisville City	MI
Oscoda	Oscoda/Ausable	Hawes	MI
Oscoda	Oscoda/Ausable	Lincoln	MI
Oscoda	Oscoda/Ausable	Lost Lake Woods	MI
Oscoda	Oscoda/Ausable	Oscoda	MI
Oscoda	Oscoda/Ausable	Ossineke	MI
Oscoda	Oscoda/Ausable	Plainfield	MI
Oscoda	Oscoda/Ausable	Tawas City	MI
Oscoda	Oscoda/Ausable	Tawas Township	MI
Oscoda	Oscoda/Ausable	Wilbur	MI

ASSET EXCHANGE AGREEMENT

DATED AS OF JANUARY 2, 2001

AMONG

CC VIII OPERATING, LLC,
ON THE ONE HAND

AND

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC,
CHARTER CABLE PARTNERS, LLC,
FALCON TELECABLE, A CALIFORNIA LIMITED PARTNERSHIP,
CHARTER COMMUNICATIONS VI, LLC,
ON THE OTHER HAND

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT (the "Agreement") is made as of January 2, 2001, by and between CC VIII Operating, LLC ("PARTY A") and each of Charter Communications Entertainment I, LLC, Charter Cable Partners, LLC, Falcon Telecable, a California Limited Partnership, and Charter Communications VI, LLC, (collectively, "PARTY B"), with reference to the following facts and circumstances:

RECITALS

A. PARTY A owns and operates all or part of cable television systems that are franchised and/or hold other authority to operate in and around the municipalities listed on SCHEDULE 4.8-A.

B. PARTY B owns and operates all or part of cable television systems that are franchised and/or hold other authority to operate in and around the municipalities listed on SCHEDULE 4.8-B. PARTY B is comprised of four entities all of which are single-member limited liability companies, and such entities will be treated for federal income tax purposes as disregarded entities with respect to Charter Communications Holding Company, LLC under Treasury Regulation ss. 301.7701-3(b)(1)(ii).

C. The parties desire to exchange the aforesaid systems in such a manner as to effect, to the extent reasonably possible, a like-kind exchange of such assets under Section 1031 of the United States Internal Revenue Code, as amended (the "Code").

AGREEMENTS

Accordingly, the parties hereby agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, the following capitalized terms or terms otherwise defined in this Article 1 shall have the meanings set forth below:

1.1 Agreement. The term "Agreement" shall mean and refer to this Asset Exchange Agreement.

1.2 Assets. The term "Assets" shall mean and refer to all of the assets, privileges, contracts, licenses, permits, franchises, authorizations, rights, interests, claims and other properties, real and personal, tangible and intangible, of every type and description which are owned, leased, held for use or used in such Party's Cable Business. Assets shall include Tangible Personal Property, Owned Property, Leased Property, Other Real Property Interests, Systems Franchises, Systems Licenses, Systems Contracts, Books and Records and Other Intangibles. Reference to PARTY A Assets shall be deemed to refer to the Assets of PARTY A, and reference to PARTY B Assets shall be deemed to refer to the Assets of PARTY B.

1.3 Books and Records. The term "Books and Records" shall mean and refer to all engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and procedures and all other files of correspondence, lists, records and reports concerning such

Party's Cable Business, including subscribers and prospective subscribers of such Party's Systems, signal and program carriage and dealings with Governmental Authorities with respect to such Party's Systems, including all reports filed with respect to such Party's Systems by or on behalf of such Party with the FCC and statements of account filed with respect to such Party's Systems by or on behalf of such Party with the U.S. Copyright Office, but excluding all documents, reports and records relating to any employee of such Party's Systems who has not given consent to disclosure of such documents, reports and records. Reference to PARTY A Books and Records shall be deemed to refer to the Books and Records of PARTY A, and reference to PARTY B Books and Records shall be deemed to refer to the Books and Records of PARTY B, in each case, as included among such Party's Assets.

1.4 Business Day. The term "Business Day" shall mean and refer to any day other than a Saturday, Sunday or a day on which the banking institutions in St. Louis, Missouri, are required or authorized to be closed.

1.5 Cable Business. The term "Cable Business" shall mean and refer to the cable television business and other revenue-generating businesses and related operations conducted by such Party through such Party's Systems. Reference to PARTY A Cable Business shall be deemed to refer to the Cable Business of PARTY A, and reference to PARTY B Cable Business shall be deemed to refer to the Cable Business of PARTY B.

1.6 Closing. The term "Closing" shall mean and refer to the closing of the exchange transactions contemplated by this Agreement.

1.7 Closing Time. The term "Closing Time" shall mean and refer to 11:59 p.m., Central Time, on the Closing Date.

1.8 Communications Act. The term "Communications Act" shall mean and refer to the Communications Act of 1934, as amended, and the FCC rules and regulations promulgated thereunder.

1.9 Contract. The term "Contract" shall mean and refer to any contract, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right or other instrument, document, obligation or agreement, whether written or oral.

1.10 FCC. The term "FCC" shall mean and refer to the Federal Communications Commission.

1.11 Governmental Authority. The term "Governmental Authority" shall mean and refer to the United States of America, any state, commonwealth, territory or possession of the United States of America and any political subdivision or quasi-governmental authority of any of the same, including any court, tribunal, department, commission, board, bureau, agency, body, county, municipality, province, parish or other instrumentality of any of the foregoing.

1.12 Intellectual Property. The term "Intellectual Property" shall mean and refer to, with respect to any Cable Business, any (a) trademarks, trade dress, trade names, service

marks, logos and other similar proprietary rights, (b) domain names, (c) copyrights and (d) patents and patentable know-how, inventions and processes, in each case used in such Cable Business.

1.13 Judgment. The term "Judgment" shall mean and refer to any judgment, writ, order, injunction, award or decree of any court, judge, justice or magistrate, including any bankruptcy court or judge or the arbitrator in any binding arbitration, and any order of or by any Governmental Authority.

1.14 Leased Property. The term "Leased Property" shall mean and refer to the leaseholds of real property included among such Party's Assets and described as such Party's Leased Property on SCHEDULE 1.14. Reference to PARTY A Leased Property shall be deemed to refer to the Leased Property of PARTY A, and reference to PARTY B Leased Property shall be deemed to refer to the Leased Property of PARTY B, in each case, as included among such Party's Assets.

1.15 Legal Requirement. The term "Legal Requirement" shall mean and refer to any applicable common law and any statute, ordinance, code or other law, rule, regulation, order, technical or other written standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any Governmental Authority, including any Judgment.

1.16 Lien. The term "Lien" shall mean and refer to any security interest, security agreement, financing statement filed with any Governmental Authority, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any mortgage, lien (including any lien for Taxes), indenture, pledge, option, encumbrance, adverse interest, constructive trust or other trust, claim, attachment, exception to, defect in, or other condition adversely affecting title or other ownership interest (including reservations, rights of entry, possibilities of reverter, encroachments, protrusions, easements, rights-of-way, rights of first refusal, restrictive covenants, leases and licenses) of any kind, which constitutes an interest in or claim against property, whether arising pursuant to any Legal Requirement, Systems License, Systems Franchise, Systems Contract or otherwise.

1.17 Losses. The term "Losses" shall mean and refer to any claims, losses, liabilities, damages, penalties, costs and expenses, including interest that may be imposed in connection therewith, expenses of investigation, reasonable fees and disbursements of counsel and other experts, and, as applicable, the cost to any Person making a claim or seeking indemnification under this Agreement with respect to funds expended by such Person by reason of the occurrence of any event or the existence or assertion of any Liens (other than Permitted Liens) with respect to which indemnification is sought.

1.18 Other Intangibles. The term "Other Intangibles" shall mean and refer to all intangible assets, other than such Party's Systems Franchises, Systems Licenses and Systems Contracts, including subscriber lists, claims, and Intellectual Property, if any, included among such Party's Assets. Reference to PARTY A Other Intangibles shall be deemed to refer to the Other Intangibles of PARTY A, and reference to PARTY B Other Intangibles shall be deemed to refer to the Other Intangibles of PARTY B, in each case, as included among such Party's Assets.

1.19 Other Real Property Interests. The term "Other Real Property Interests" shall mean and refer to the easements and rights of access (other than those relating to multiple dwelling units) and other interests in real property held by such Party in connection with such Party's Cable Business, but not including such Party's Leased Property or such Party's Owned Property. Reference to PARTY A Other Real Property Interests shall be deemed to refer to the Other Real Property Interests of PARTY A, and reference to PARTY B Other Real Property Interests shall be deemed to refer to the Other Real Property Interests of PARTY B, in each case, as included among such Party's Assets.

1.20 Owned Property. The term "Owned Property" shall mean and refer to the fee interests in the real property included among such Party's Assets and described as such Party's Owned Property on SCHEDULE 1.20 and all improvements and towers thereon and appurtenances thereto. Reference to PARTY A Owned Property shall be deemed to refer to the Owned Property of PARTY A, and reference to PARTY B Owned Property shall be deemed to refer to the Owned Property of PARTY B, in each case, as included among such Party's Assets.

1.21 Party. The term "Party" shall mean and refer to either PARTY A, or PARTY B, or each of the entities constituting PARTY A or PARTY B, in each instance as the context requires.

1.22 Permitted Liens. The term "Permitted Liens" shall mean and refer to (a) Liens for Taxes, assessments and governmental charges, in each case not yet due and payable, (b) zoning laws or ordinances or any similar Legal Requirements, (c) rights reserved to any Governmental Authority to regulate the affected property, (d) as to Leased Property or Tangible Personal Property that is leased, the interests of the lessors thereof, and (e) as to Owned Property, Leased Property and Other Real Property Interests, any easements, rights-of-way, servitudes, conditions, covenants, restrictions and minor imperfections or irregularities in title, in each case, which are reflected in the public records and which do not individually or in the aggregate interfere with the right or ability of the applicable Party to own, use, enjoy or operate the Owned Property, Leased Property or Other Real Property Interests in the manner currently used or to convey good, marketable and indefeasible fee simple title to the same; provided that "Permitted Liens" will not include any Lien which could prevent or inhibit in any way (other than as permitted under clause (e)) the conduct of the business of the affected System, and provided further that classification of any Lien as a "Permitted Lien" will not affect any liability which a Party may have for any such Lien, including pursuant to any indemnity obligation under this Agreement.

1.23 Person. The term "Person" shall mean and refer to any natural person, Governmental Authority, corporation, general or limited partnership, limited liability company, joint venture, trust, association or unincorporated entity of any kind.

1.24 Required Consents. The term "Required Consents" shall mean and refer to any and all consents, authorizations and approvals under or in connection with such Party's Systems Franchises and Systems Licenses required for (a) such Party to transfer its Assets to the other Party pursuant to this Agreement, (b) the other Party to operate such Party's Systems and to own, lease, use and operate such Party's Assets and Systems at the places

and in the manner in which such Party's Assets are used and such Party's Systems are operated as of the date of this Agreement and as of the Closing, or (c) the other Party to assume and perform such Party's Systems Franchises and Systems Licenses. Reference to PARTY A Required Consents shall be deemed to refer to the Required Consents for PARTY A, and reference to PARTY B Required Consents shall be deemed to refer to the Required Consents for PARTY B.

1.25 System. The term "System" shall mean and refer to all or part of any cable television distribution system owned or leased by a Party, or in which a Party has other rights of use, that are used by such Party to serve its customers within the municipalities set forth on SCHEDULE 4.8-A (for PARTY A) and SCHEDULE 4.8-B (for PARTY B). Reference to PARTY A Systems shall be deemed to refer to the Systems of PARTY A, and reference to PARTY B Systems shall be deemed to refer to the Systems of PARTY B.

1.26 Systems Contracts. The term "Systems Contracts" shall mean and refer to all Contracts (other than such Party's Systems Franchises and Systems Licenses) that are included among such Party's Assets, including the lease agreements for such Party's Tangible Personal Property, pole attachment agreements, underground conduit agreements, crossing agreements, retransmission consent agreements, multiple dwelling, bulk billing or commercial service agreements and the Contracts documenting such Party's Leased Property described on SCHEDULE 1.14. Reference to PARTY A Systems Contracts shall be deemed to refer to the Systems Contracts of PARTY A, and reference to PARTY B Systems Contracts shall be deemed to refer to the Systems Contracts of PARTY B, in each case, as included among such Party's Assets.

1.27 Systems Franchises. The term "Systems Franchises" shall mean and refer to the franchises, permits and similar authorizations included among such Party's Assets (other than such Party's Systems Licenses) described on SCHEDULE 1.27, and all rights and benefits of such Party, including the rights and benefits arising under Section 626 of the Communications Act (47 U.S.C. 546) to the extent applicable to such Party's Systems Franchises. Reference to PARTY A Systems Franchises shall be deemed to refer to the Systems Franchises of PARTY A, and reference to PARTY B Systems Franchises shall be deemed to refer to the Systems Franchises of PARTY B, in each case, as included among such Party's Assets.

1.28 Systems Licenses. The term "Systems Licenses" shall mean and refer to the intangible cable television channel distribution rights, cable television relay service (CARS), business radio and other licenses, earth station registrations, authorizations, consents or permits issued by the FCC or any other Governmental Authority included among such Party's Assets and described on SCHEDULE 1.28 (other than such Party's Systems Franchises and Systems Contracts) and all rights and benefits of such Party pertaining thereto. Reference to PARTY A Systems Licenses shall be deemed to refer to the Systems Licenses of PARTY A, and reference to PARTY B Systems Licenses shall be deemed to refer to the Systems Licenses of PARTY B, in each case, as included among such Party's Assets.

1.29 Tangible Personal Property. The term "Tangible Personal Property" shall mean and refer to all tangible personal property included among such Party's Assets, including towers (other than towers on such Party's Owned Property which are fixtures

thereon and a part thereof), tower equipment, aboveground and underground cable, distribution systems, headend amplifiers, line amplifiers, microwave equipment, converters, testing equipment, motor vehicles, office equipment, computers and billing equipment, furniture, fixtures, supplies, inventory and other physical assets relating to the Systems. Reference to PARTY A Tangible Personal Property shall be deemed to refer to the Tangible Personal Property of PARTY A, and reference to PARTY B Tangible Personal Property shall be deemed to refer to the Tangible Personal Property of PARTY B, in each case, as included among such Party's Assets.

1.30 Taxes. The term "Taxes" shall mean and refer to levies and assessments of any kind or nature imposed by any Governmental Authority, including all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property taxes and levies or assessments related to unclaimed property, together with any interest thereon and any penalties, additions to tax or additional amounts applicable thereto. For purposes of determining any Tax cost or Tax benefit to any Person, such amount will be the actual cost or benefit recognized by such Person at the time of actual payment of the additional Tax or actual receipt of the Tax benefit. In the event that any Loss, payment or other amount is required to be determined on an after-Tax basis, such payment or other amount will be determined without regard to any Tax cost or Tax benefit not actually recognized at the time of the determination, and appropriate adjustments will be made when and to the extent that such Tax cost or Tax benefit is actually recognized.

1.31 Other Definitions. The following terms have the meanings set forth in the sections indicated in the table below:

Term -----	Section -----
Closing Date	8.1
Code	Recital C
commercially reasonable efforts	10.9
Exchange	2.1
Exchange Groups	2.2
Matching Franchise	5.1.1
PARTY A	First Paragraph
PARTY A Matching Franchise	5.1.2
PARTY A Retained Franchise	5.1.1
PARTY A System Value	3.1
PARTY B	First Paragraph
PARTY B Matching Franchise	5.1.1
PARTY B Retained Franchise	5.1.2
PARTY B System Value	3.1
Primary Transfer	5.1.3
Retained Franchise	5.1.1
Subsequent Transfer	5.1.4
Taking	10.8
Transfer Tax Returns	5.2

Term ----	Section -----
Transfer Taxes	5.2

1.32 Usage. The definitions in Article 1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. All Exhibits and Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Exhibit or Schedule shall have the meaning ascribed to such term in this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein," and "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. All accounting terms not otherwise defined in this Agreement will have the meanings ascribed to them under generally acceptable accounting principles as in effect from time to time in the United States, consistently applied.

2. EXCHANGE.

2.1 Exchange of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, PARTY A and PARTY B agree to exchange simultaneously the PARTY A Assets for the PARTY B Assets, free and clear of all Liens (except Permitted Liens) (the "Exchange"). PARTY A and PARTY B agree to use all reasonable efforts to structure the Exchange in such a way that, to the extent reasonably possible, it will be a tax free exchange of like-kind assets under Section 1031 of the Code.

2.2 Method of Exchange. The Exchange is to occur as follows: (A) PARTY A Tangible Personal Property and PARTY B Tangible Personal Property are being exchanged each for the other; (B) PARTY A Owned Property, PARTY A Leased Property, and PARTY A Other Real Property Interests and PARTY B Owned Property, PARTY B Leased Property, and PARTY B Other Real Property Interests are being exchanged each for the other; and (C) PARTY A Systems Contracts, PARTY A Systems Franchises, PARTY A Systems Licenses, and PARTY A Other Intangibles and PARTY B Systems Contracts, PARTY B Systems Franchises, PARTY B Systems Licenses, and PARTY B Other Intangibles are being exchanged each for the other. In each case, the assets described in this Section 2.2 shall be exchanged each for the other in "Exchange Groups" as defined under Treasury Regulations Sections 1.1031(a)-2 and 1.1031(j)-1, and in each case to the maximum extent permitted by Section 1031 of the Code and the regulations promulgated thereunder. Liabilities assumed or taken subject to by each Party are being exchanged each for the other to the maximum extent permitted under Section 1031 of the Code and regulations thereunder.

3. CONSIDERATION.

3.1 For the purposes of this Agreement, the aggregate gross value and the value of each Exchange Group of the PARTY A Assets comprising all of the PARTY A Systems shall be as set forth on SCHEDULE 3.1-A ("PARTY A System Value"), and the aggregate gross value and the value of each Exchange Group of the PARTY B Assets comprising all of the PARTY B Systems shall be as set forth on SCHEDULE 3.1-B ("PARTY B System Value").

4. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other Party, as follows:

4.1 Organization and Qualification. Such Party is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation/incorporation. As of the Closing Date, such Party has all requisite power and authority to own, lease and use such Party's Assets owned, leased or used by it and to conduct its Cable Business as it is currently being conducted by it. As of the date of this Agreement, such Party is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the ownership, leasing or use of such Party's Assets owned, leased or used by it or the nature of its activities undertaken in connection with such Party's Systems makes such qualification necessary.

4.2 Authority and Validity. Such Party has all requisite entity power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by this Agreement. The execution and delivery by such Party of, its performance under, and its consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary entity action by or on behalf of such Party. This Agreement has been duly and validly executed and delivered by such Party and constitutes valid and legally binding agreement of such Party, enforceable against it in accordance with the terms hereof, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or by principles governing the availability of equitable remedies.

4.3 No Violation. Assuming all Required Consents have been obtained, the execution and delivery by each Party of, its performance under, and its consummation of the transactions contemplated by this Agreement do not and will not: (a) violate any provision of the organizational documents of such Party; (b) violate any provision of any Legal Requirement applicable to such Party; (c) require any consent, approval or authorization of, or filing of any certificate, notice, application, report or other document with, any Governmental Authority or other Person; or (d) (i) violate, result in a breach of or constitute a default under, (ii) permit or result in the termination, suspension or modification of, (iii) result in the acceleration of (or give any Person the right to accelerate) the performance of such Party under, or (iv) result in the creation or imposition of any Lien under, any Systems Contract, Systems Franchise, Systems License, or other instrument evidencing any of the Assets of such Party or by which such Party or any of its assets is bound or affected, provided, however, that no breach of any of the foregoing representations will be deemed to

have occurred if such occurrence does not have a material adverse effect on the Assets being transferred pursuant hereto, or preclude the transfer thereof.

4.4 Systems Contracts. Such Party has delivered to the other Party true and complete copies of all such Party's Systems Contracts (including each Contract relating to such Party's Leased Property and Other Real Property Interests), including any amendments thereto (or, in the case of oral Contracts, true and complete written summaries thereof), and each document evidencing such Party's ownership of its Owned Property.

4.5 Compliance with Legal Requirements. Such Party has used commercially reasonable efforts to comply in all material respects with all the applicable Legal Requirements.

4.6 Absence of Certain Changes or Events. Since the date of the execution of this Agreement, there has been no material adverse change in, nor has any event or events (other than any affecting the cable television industry generally) occurred that, individually or in the aggregate, could reasonably be expected to result in a material adverse change in such Party's Assets, Cable Business, operations, condition (financial or otherwise) or results of operations of its Systems, taken as a whole.

4.7 Tax Returns; Other Reports. Such Party has duly and timely filed in correct form all federal, state, local and foreign Tax returns and other Tax reports required to be filed by it, and has timely paid all Taxes which have become due and payable, whether or not so shown on any such return or report, the failure of which to be filed or paid could affect or result in the imposition of a Lien upon its Assets or create any transferee or other liability upon the other Party, except such amounts as are being contested diligently and in good faith and are not in the aggregate material. Except as set forth on SCHEDULE 4.7, such Party has not received any notice of, nor does such Party have any knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing Governmental Authority which could affect, or result in the imposition of a Lien upon, any of its Assets or transferee or other liability upon the other Party.

4.8 Systems Information. SCHEDULES 4.8-A and 4.8-B set forth a materially true and accurate description, on a System-by-System basis, of the following information relating to each Party's Systems as of the date of this Agreement:

- (a) the approximate number of aerial and underground miles of plant included in such Party's Assets and served by each headend;
- (b) the approximate number of single family homes and residential multiple dwelling units passed by each such System;
- (c) the MHZ capacity and channel capacity of each headend; and
- (d) the number of subscribers served by each such System.

5. ADDITIONAL COVENANTS.

5.1 Required Consents. If less than all of the Required Consents for the transfer of Systems Franchises are obtained as of the Closing Date, then the following will occur:

5.1.1 With respect to each PARTY A Systems Franchise for which a Required Consent necessary for the transfer thereof has not been obtained as of the Closing Date (such Systems Franchise and the PARTY A Assets pertaining thereto, hereinafter, a "PARTY A Retained Franchise"), the parties will negotiate in good faith to reach agreement on a PARTY B Systems Franchise (such Systems Franchise and the PARTY B Assets pertaining thereto, hereinafter, a "PARTY B Matching Franchise") that is to the greatest extent possible, like kind to PARTY A Retained Franchise for purposes of Section 1031 of the Code and the applicable exchange. A PARTY B Matching Franchise may also be a PARTY B Retained Franchise. For purposes of this Section 5.1, a "Retained Franchise" means either a PARTY A Retained Franchise or a PARTY B Retained Franchise or both, as the context requires, and a "Matching Franchise" means either a PARTY A Matching Franchise or a PARTY B Matching Franchise or both, as the context requires.

5.1.2 Similarly, with respect to each PARTY B Systems Franchise for which a PARTY B Required Consent necessary for the transfer thereof has not been obtained as of the Closing Date (such Systems Franchise and the PARTY B Assets pertaining thereto, hereinafter, a "PARTY B Retained Franchise"), the parties will negotiate in good faith to reach agreement on a PARTY A Systems Franchise (such Systems Franchise and the PARTY A Assets pertaining thereto, hereinafter, a "PARTY A Matching Franchise") that is to the greatest extent possible, like kind to PARTY B Retained Franchise for purposes of Section 1031 of the Code and the applicable exchange. A PARTY A Matching Franchise may also be a PARTY A Retained Franchise.

5.1.3 At the Closing, PARTY A and PARTY B shall transfer, convey and assign (the "Primary Transfer") all of the PARTY A Assets other than any PARTY A Retained Franchises and PARTY A Matching Franchises and all of the PARTY B Assets other than any PARTY B Retained Franchises and PARTY B Matching Franchises.

5.1.4 Following the Closing of the Primary Transfer, the parties will continue to use commercially reasonable efforts to obtain on an expedited basis the Required Consents for all PARTY A Retained Franchises and PARTY B Retained Franchises. Pending such Required Consents being obtained, each of PARTY A Retained Franchises and PARTY B Retained Franchises shall continue to be subject to the arrangement set forth in Article 7 hereof, and shall be transferred, conveyed, or assigned as contemplated herein as soon as practicable following the obtaining of such Required Consents (such transfer hereinafter referred to as a "Subsequent Transfer").

5.1.5 All references in this Agreement to the Closing and the Closing Date will mean the Closing and Closing Date of the Primary Transfer except as specifically provided otherwise in this Section 5.1.5. Without limiting the foregoing, all representations and warranties (except as to those Required Consents that have not been obtained) made in connection with the Retained Franchises and the Matching Franchises will be made as of the Closing Date rather than the date of the Subsequent Transfer, the other covenants in Article

5 will not apply to the Retained Franchises or the Matching Franchises following the Closing Date.

5.2 Sales and Transfer Taxes. All sales, use or excise Taxes arising from or payable by reason of the transfer of each Party's Assets ("Transfer Taxes") and all transfer and similar taxes or assessments, including transfer fees and similar assessments for or under Systems Franchises, Systems Licenses and Systems Contracts, arising from or payable by reason of the conveyance of each Party's Assets will be borne equally by each Party. Tax Returns required to be filed with respect to Transfer Taxes ("Transfer Tax Returns") shall be prepared and filed by the Party that has the primary responsibility under applicable law for filing such Transfer Tax Returns.

5.3 Further Assurances. At or after the Closing, each Party at the request of the other Party, will promptly execute and deliver, or cause to be executed and delivered, to the other Party all such documents and instruments, in addition to those otherwise required by this Agreement, in form and substance reasonably satisfactory to the other Party as the other Party may reasonably request in order to carry out or evidence the terms of this Agreement or to collect any accounts receivable or other claims included in the Assets transferred to the other Party. Without limiting the generality of the foregoing, PARTY A and PARTY B will take, or cause to be taken, all actions consistent with the terms of this Agreement, including execution and delivery of any documents or instruments, as the other may reasonably request to effect the qualification of the transactions contemplated hereby as a like-kind exchange under Section 1031 of the Code.

5.4 Satisfaction of Conditions. Each Party will use its commercially reasonable efforts to satisfy, or to cause to be satisfied, the conditions to the obligations of the other Party to consummate the transactions contemplated by this Agreement, as set forth in Article 6.

6. CONDITIONS PRECEDENT.

6.1 Conditions to Each Party's Obligations. The obligations of each Party to consummate the transactions contemplated by this Agreement will be subject to the satisfaction, at or before the Closing, of the following conditions, one or more of which may be waived by such Party:

6.1.1 Accuracy of Representations and Warranties. The representations and warranties of each Party in this Agreement, without giving effect to any materiality qualifications contained therein, are true, complete and accurate on and as of the Closing with the same effect as if made at and as of the Closing, except to the extent that all misstatements, omissions and inaccuracies, in the aggregate, do not have a material adverse effect on the other Party's Assets, Cable Business, the operations, condition (financial or otherwise) or results of operations of the Systems taken as a whole, or on the ability of the other Party to perform its obligations under this Agreement.

6.1.2 Deliveries. Each Party shall have delivered the items and documents required to be delivered by and pursuant to this Agreement, including those required to be delivered by each Party to the other Party under Section 8.2.

6.1.3 Legal Proceedings. No Legal Requirement of any Governmental Authority (including any temporary Legal Requirement) shall be in effect which would prevent or make illegal the consummation of any of the transactions contemplated by this Agreement.

6.1.4 Consents.

(a) Except as provided in Section 5.1, Required Consents relating to each Party's Systems Franchises shall have been obtained in form and substance reasonably satisfactory to the other Party, or the consent of the appropriate Governmental Authority shall be deemed to have been received in accordance with Section 617 of the Communications Act (47 U.S.C. ss.537).

(b) Each Party shall have received evidence, in form and substance reasonably satisfactory to it, that the other Party's Required Consents relating to the other Party's Systems Licenses and Systems Contracts have been obtained.

6.1.5 No Material Adverse Damage. There shall not have occurred any damage to such Party's Assets that has materially and adversely affected, or could reasonably be expected to materially and adversely affect, the cash flow therefrom.

7. PRE-CLOSING MANAGEMENT ARRANGEMENT.

Pending the Closing, each Party hereby agrees that the other shall be entitled to receive and retain any and all revenues from the operation of the Cable Business of the other Party to be transferred pursuant hereto including, without limitation, subscriber payments and advertising revenue, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business. Thus, each PARTY A entity shall be entitled to receive and retain all revenues from the operation of the PARTY B Cable Business being transferred to it, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business; provided, however, that management fees shall be limited, and shall be paid and expensed only as allowed, by the credit agreement to which such PARTY B entity is party to or otherwise bound, and each PARTY B entity shall be entitled to receive and retain all revenues from the operation of the PARTY A Cable Business being transferred to it, and shall be responsible for all expenses and expenditures respecting or pertaining to such Cable Business; provided, however, that management fees shall be limited, and shall be paid and expensed only as allowed, by the credit agreement to which such PARTY A entity is party to or otherwise bound.

8. THE CLOSING.

8.1 The Closing; Time and Place. Subject to the terms and conditions of this Agreement, the Closing shall be held at a place, date and time as mutually agreed upon by the Parties; provided that such day shall be a Business Day (the "Closing Date"). The transactions to be consummated at Closing shall be deemed to have been consummated as of the Closing Time.

8.2 Delivery Obligations. At the Closing, each Party will deliver or cause to be delivered to the other Party the following:

8.2.1 Bill of Sale and Assumption Agreement. The Bill of Sale and Assumption Agreement in the form mutually acceptable, transferring such Party's Assets as contemplated hereunder.

8.2.2 Deeds. Quitclaim deeds in recordable form conveying each parcel of such Party's Owned Property, and assignments of leases and easements in recordable form, with respect to such Party's Leased Property and Other Real Property Interests, each as contemplated hereunder.

8.2.3 Other. Such other documents and instruments as may be necessary to effect the intent of this Agreement and to consummate the transactions contemplated hereby.

9. TERMINATION AND DEFAULT.

9.1 Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

9.1.1 At any time, by the mutual agreement of PARTY A and PARTY B;

9.1.2 By either PARTY A or PARTY B at any time, if the other is in material breach or default of any of the other's covenants, agreements or other obligations herein;

9.1.3 By either PARTY A or PARTY B upon written notice to the other, with respect to any transfers that have not been completed on or before six (6) months after the date of this Agreement; or

9.1.4 By either PARTY A or PARTY B if an injunction, restraining order or decree of any nature of any Governmental Authority of competent jurisdiction is issued that prohibits the consummation of any of the transactions contemplated hereby and such injunction, restraining order or decree is final and nonappealable; provided, however, that the party seeking to terminate this Agreement pursuant to this clause has used commercially reasonable efforts to have such injunction, order or decree vacated or denied.

9.2 Effect of Termination. Except as set forth in Section 9.1.3, if this Agreement is terminated pursuant to Section 9.1, all obligations of the Parties under this Agreement will terminate, except for the obligations set forth in Section 10.7.

10. MISCELLANEOUS PROVISIONS.

10.1 Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon each of the Parties and their respective assigns and successors in interest and will inure solely to the benefit of the Parties and their respective assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement.

10.2 Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any Party to enforce any right arising under this Agreement on one

or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

10.3 Captions. The section and other captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original.

10.5 Entire Agreement. This Agreement (including the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings with respect to such subject matter. This Agreement may not be amended or modified except by a writing signed by all of the parties hereto.

10.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

10.7 Expenses. Except as otherwise expressly provided in this Agreement, each Party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

10.8 Risk of Loss. At all times prior to the Closing Time, the risk of any loss or damage to each Party's Assets resulting from fire, theft or other casualty (except reasonable wear and tear) or the risk that all or any part of or interest in each Party's Assets is taken or condemned as a result of a Governmental Authority's exercise of its powers of eminent domain, or if a Governmental Authority having such power informs a Party that it intends to condemn all or any part of such Party's Assets (such event being called, in either case, a "Taking"), shall remain with the current owner of such Assets, and such owner shall be entitled to receive and retain all insurance or condemnation proceeds paid or payable as a result of any loss, damage or condemnation of its Assets. With respect to any Party's Assets that are damaged or taken and therefore are not to be transferred pursuant hereto, the Parties agree to adjust the values of the Assets to be exchanged pursuant hereto so as to comply with the requirements of Section 1031 of the Code and the applicable exchange; such adjustment shall occur according to the mechanism set forth in Section 5.1 with the necessary changes thereto.

10.9 Commercially Reasonable Efforts. For purposes of this Agreement, "commercially reasonable efforts" will not be deemed to require a Party to undertake extraordinary or unreasonable measures, including the payment of amounts in excess of normal and usual filing fees and processing fees, if any, or other payments with respect to any Contract that are significant in the context of such Contract (or significant on the aggregate basis as to all Contracts).

[The remainder of this page intentionally left blank]

The parties have executed this Agreement as of the day and year first above written.

CC VIII OPERATING, LLC,
Federal Tax ID #: 38-2558446

By: _____

Title: _____

CHARTER COMMUNICATIONS
ENTERTAINMENT I, LLC
Federal Tax ID #: 43-1720016

By: _____

Title: _____

CHARTER CABLE PARTNERS, LLC,
Federal Tax ID #: 75-2775562

By: _____

Title: _____

FALCON TELECABLE, A CALIFORNIA
LIMITED PARTNERSHIP,
Federal Tax ID #: 95-4455179

By: _____

Title: _____

CHARTER COMMUNICATIONS VI, LLC
Federal Tax ID #: 43-1854208

By: _____

Title: _____

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SCHEDULE 4.8-A

CC VIII Operating, LLC ("PARTY A")

CC VIII OPERATING, LLC

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Winchester/ Winsted	Northwest	Barkhamsted	CT
Winchester/ Winsted	Northwest	Colebrook	CT
Winchester/ Winsted	Northwest	Harwinton	CT
Winchester/ Winsted	Northwest	New Hartford	CT
Winchester/ Winsted	Northwest	West Hartland	CT
Winchester/Winsted	Northwest	Winchester	CT
Winchester/ Winsted	Northwest	Winsted	CT
McCook	Beatrice, NE	Beattie	KS
McCook	Beatrice, NE	Greenleaf	KS
McCook	Beatrice, NE	Hanover	KS
Linn	Beatrice, NE	Linn	KS
Linn	Beatrice, NE	Marshall County	KS
Linn	Beatrice, NE	Marysville	KS
Belchertown	Belchertown	Belcherton	MA
Charlton	Charlton	Brookfield	MA
Charlton, Oxford (after upgrade)	Charlton	Charlton	MA
Charlton	Charlton	E. Brookfield	MA
Belchertown	Hadley	Hadley	MA
Hinsdale	Berkshire	Hinsdale	MA
Lanesborough	Berkshire	Lanesborough	MA
Charlton	Charlton	N. Brookfield	MA
West Stockbridge	Berkshire	West Stockbridge	MA
Oscoda	Beatrice	Adams	NE
Oscoda	Grand Island	Alda	NE
Oscoda	Alliance	Alliance	NE
Oscoda	Scottsbluff	Bayard	NE
Oscoda	Beatrice	Beatrice	NE
Oscoda	Scottsbluff	Bridgeport	NE
Oscoda	North Platte	Broken Bow	NE
Oscoda	Beatrice	Cortland	NE
Oscoda	Beatrice	Firth	NE
Oscoda	Grand Island	Grand Island	NE
Oscoda	Hastings	Hastings	NE
Ogallala	Ogallala	Keith	NE
Ogallala	Scottsbluff	Kimball City	NE
Ogallala	Scottsbluff	Kimball County	NE
Ogallala	North Platte	Lexington	NE
McCook	North Platte	McCook	NE

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
McCook	Scottsbluff	Minatare	NE
McCook	Scottsbluff	Mitchell	NE
McCook	Scottsbluff	Morrill	NE
McCook	North Platte	North Platte	NE
Ogallala	Ogallala	Ogallala	NE
McCook	North Platte	Red Willow	NE
McCook	Scottsbluff	Scotts Bluff City	NE
McCook	Scottsbluff	Scotts Bluff County	NE
McCook	Grand Island	Shelton	NE
McCook	Sidney	Sidney	NE
McCook	Grand Island	St. Paul	NE
McCook	Beatrice	Talmage	NE
Chatham	Taconic	Ancram	NY
Chatham	Taconic	Austerlitz	NY
Chatham	Taconic	Canaan	NY
Chatham	Taconic	Chatham, Town of	NY
Chatham	Taconic	Chatham, Village of	NY
Chatham	Taconic	Copake	NY
Chatham	Taconic	Ghent	NY
Chatham	Taconic	Hillsdale	NY
Chatham	Taconic	New Lebanon	NY
Baraboo	Baraboo WI	Baraboo	WI
Belleville	Belleville WI	Belleville	WI
Madison	Madison WI	Blooming Grove	WI
Madison	Madison WI	Bristol	WI
Brooklyn	Belleville WI	Brooklyn (Dane Co.)	WI
Brooklyn	Belleville WI	Brooklyn (Green Co.)	WI
Madison	Madison WI	Burke	WI
Madison	Madison WI	Cambridge	WI
Madison	Madison WI	Christiana	WI
Portage	Madison WI	Columbia	WI
Columbus	Madison WI	Columbus	WI
Columbus	Belleville WI	Cottage Grove Town	WI
Columbus	Belleville WI	Cottage Grove Village	WI
Middleton	Belleville WI	Cross Plains Town	WI
Madison	Madison WI	Cross Plains Village	WI
Madison	Madison WI	Deerfield Town	WI
Madison	Madison WI	Deerfield Village	WI
Madison	Madison WI	DeForest	WI
Harvard	Walworth/Fontana	Delavan	WI
Madison	Madison WI	Dunkirk	WI
Madison	Madison WI	Dunn	WI
Columbus	Madison WI	Elba	WI
Harvard	Walworth/Fontana	Fontana-on-Geneva Lake	WI

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Harvard	Walworth/Fontana	Geneva	WI
Harvard	Walworth/Fontana WI	Genoa City	WI
Harvard	Walworth/Fontana	Linn	WI
Madison	Madison WI	Madison	WI
Madison	Madison WI	Maple Bluff	WI
Madison	Madison WI	Marshall	WI
Madison	Madison WI	McFarland	WI
Madison	Madison WI	Medina	WI
Madison	Madison WI	Middleton, City of	WI
Middleton	Madison WI	Middleton Township	WI
Madison	Madison WI	Monona	WI
Madison	Madison WI	Oakland	WI
Madison	Madison WI	Oregon	WI
Madison	Madison WI	Pleasant Springs	WI
Portage	Madison WI	Portage	WI
Portage	Baraboo WI	Reedsburg, City of	WI
Portage	Baraboo WI	Reedsburg, Town of	WI
Richland Center	Richland Center	Richland Center City	WI
Richland Center	Richland Center	Richland Center Town	WI
Sauk City	Madison	Sauk City	WI
Sharon	Walworth/ Fontana	Sharon	WI
Madison	Madison WI	Shorewood Hills	WI
Middleton	Belleville WI	Springfield	WI
Madison	Madison WI	Stoughton	WI
Madison	Madison WI	Sun Prairie, City of	WI
Madison	Madison WI	Sun Prairie, Town of	WI
Harvard	Walworth/ Fontana	Walworth, Town of	WI
Harvard	Walworth/Fontana	Walworth, Village of	WI
Madison	Madison WI	Westport	WI
Harvard	Walworth/Fontana	Williams Bay	WI
Madison	Madison WI	Windsor	WI
Madison	Baraboo WI	Wisconsin Dells	WI

SCHEDULE 4.8-B

Charter Communications Entertainment I, LLC, Charter Cable Partners, LLC, Falcon Telecable, a California Limited Partnership, and Charter Communications VI, LLC, (collectively, "PARTY B"),

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC (RECEIVING ASSETS ONLY)

CHARTER CABLE PARTNERS, LLC

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Eau Claire	Eau Claire WI	Altoona	WI
Onalaska/Tomah	Eau Claire WI	Angelo	WI
Ashland	Eau Claire WI	Ashland	WI
Onalaska/Tomah	Eau Claire WI	Bangor	WI
Onalaska/Tomah	Eau Claire WI	Bangor	WI
Ashland	Eau Claire WI	Barksdale	WI
Onalaska/Tomah	Eau Claire WI	Barre	WI
Onalaska/Tomah	Eau Claire WI	Barron, City of	WI
Onalaska/Tomah	Eau Claire WI	Barron, Town of	WI
Black River Falls	Eau Claire WI	Black River Falls	WI
Eau Claire	Eau Claire WI	Bloomer	WI
Eau Claire	Eau Claire WI	Boyd	WI
Black River Falls	Eau Claire WI	Brockway	WI
Eau Claire	Eau Claire WI	Brunswick	WI
Eau Claire	Eau Claire WI	Cameron	WI
Onalaska/Tomah	Eau Claire WI	Campbell	WI
Onalaska/Tomah	Eau Claire WI	Chetek City	WI
Onalaska/Tomah	Eau Claire WI	Chetek Town	WI
Eau Claire	Eau Claire WI	Chippewa Falls	WI
Eau Claire	Eau Claire WI	Colfax Town	WI
Eau Claire	Eau Claire WI	Colfax Village	WI
Eau Claire	Eau Claire WI	Cornell	WI
Eau Claire	Eau Claire WI	Cumberland	WI
Eau Claire	Eau Claire WI	Eagle Point	WI
Eau Claire	Eau Claire WI	Eau Claire	WI
Ashland	Eau Claire WI	Eileen	WI
Eau Claire	Eau Claire WI	Elk Mound	WI
Onalaska/Tomah	Eau Claire WI	Greenfield	WI
Onalaska/Tomah	Eau Claire WI	Greenfield (ST. JOSEPH RIDGE)	WI
Eau Claire	Eau Claire WI	Hallie	WI
Onalaska/Tomah	Eau Claire WI	Hamilton	WI
Onalaska/Tomah	Eau Claire WI	Holland	WI
Onalaska/Tomah	Eau Claire WI	Holmen	WI
Onalaska/Tomah	Eau Claire WI	La Crosse	WI
Onalaska/Tomah	Eau Claire WI	La Grange	WI

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Eau Claire	Eau Claire WI	Lafayette	WI
Onalaska/Tomah	Eau Claire WI	Leon	WI
Onalaska/Tomah	Eau Claire WI	Medary	WI
Onalaska/Tomah	Eau Claire WI	Melrose	WI
Eau Claire	Eau Claire WI	Menomonie City	WI
Eau Claire	Eau Claire WI	Menomonie Town	WI
Mindoro	Eau Claire WI	Mindoro	WI
Onalaska/Tomah	Eau Claire WI	Oakdale	WI
Onalaska/Tomah	Eau Claire WI	Onalaska City	WI
Onalaska/Tomah	Eau Claire WI	Onalaska Town	WI
Eau Claire	Eau Claire WI	Pleasant Valley	WI
Eau Claire	Eau Claire WI	Red Cedar	WI
Eau Claire	Eau Claire WI	Rice Lake City	WI
Eau Claire	Eau Claire WI	Rice Lake Town	WI
Eau Claire	Eau Claire WI	Seymour	WI
Spooner	Eau Claire WI	Shell Lake	WI
Onalaska/Tomah	Eau Claire WI	Sparta City	WI
Onalaska/Tomah	Eau Claire WI	Sparta Town	WI
Eau Claire	Eau Claire WI	Stanley City	WI
Eau Claire	Eau Claire WI	Stanley Town	WI
Eau Claire	Eau Claire WI	Tainter	WI
Eau Claire	Eau Claire WI	Tilden	WI
Onalaska/Tomah	Eau Claire WI	Tomah, City of	WI
Onalaska/Tomah	Eau Claire WI	Tomah, Town of	WI
Eau Claire	Eau Claire WI	Union	WI
Onalaska/Tomah	Eau Claire WI	Warrens	WI
Onalaska/Tomah	Eau Claire WI	West Salem	WI
Stockton	Eau Claire	Altura	MN
Stockton	Eau Claire	Stockton	MN
Stockton	Eau Claire	Rollingstone	MN
Stockton	Eau Claire	Hidden Valley Village	MN
Stockton	Eau Claire	Lewiston	MN
Eau Claire	Eau Claire	Wheaton	WI

FALCON TELECABLE, A CALIFORNIA LIMITED PARTNERSHIP

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Au Gres	Au Gres	Akron	MI
Au Gres	Au Gres	Au Gres, City of	MI
Au Gres	Au Gres	Au Gres Township	MI
Au Gres	Au Gres	Sims	MI
Unionville	Au Gres	Unionville	MI

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Au Gres	Au Gres	Whitney	MI

CHARTER COMMUNICATIONS VI, LLC

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Rose City	Rose City	Cummings	MI
Rose City	Rose City	Goodar	MI
Rose City	Rose City	Hill	MI
Rose City	Rose City	Plainfield	MI
Rose City	Rose City	Rose	MI
Rose City	Rose City	Rose City	MI
Oxford	Oxford	Addison	MI
Oxford	Almont	Almont Township	MI
Oxford	Almont	Almont Village	MI
Oxford	Attica	Arcadia	MI
Fenton	Fenton	Argentine	MI
Davison	Davison	Atlas	MI
Oxford	Attica	Attica	MI
Mio	Mio/Mentor Twp	Big Creek	MI
Oxford	Oxford	Brandon	MI
Mio	Mio/Mentor Twp	Commins	MI
Davison	Davison	Davison	MI
Davison	Davison	Davison Township	MI
Fenton	Fenton	Deerfield Township	MI
Oxford	North Branch	Deerfield Township	MI
Whitmore Lake	Livingston	Dexter	MI
Oxford	Almont	Drydon Township	MI
Oxford	Almont	Drydon Village	MI
Mio	Mio/Mentor Twp	Elmer	MI
Fenton	Fenton	Fenton	MI
Fenton	Fenton	Fenton Township	MI
Davison	Davison	Forest	MI
Oxford	Mayville/Otter Lake	Freemont	MI
Davison	Davison	Goodrich	MI
Whitmore Lake	Livingston	Green Oak	MI
Oxford	Oxford	Hadley	MI
Whitmore Lake	Livingston	Hamburg	MI
Highland Park	Highland Park	Highland Park	MI
Oxford	Imlay City	Imlay	MI
Oxford	Imlay City	Imlay City	MI
Oxford	Oxford	Leonard	MI
Fenton	Fenton	Linden	MI

HEADEND -----	SYSTEM -----	FRANCHISE AUTHORITY -----	STATE -----
Oxford	Mayville/Otter Lake	Marathon	MI
Whitmore Lake	Livingston	Marion	MI
Oxford	Mayville/Otter Lake	Mayville	MI
Mio	Mio/Mentor Twp	Mentor	MI
Oxford	Oxford	Metamora	MI
Oxford	Oxford	Metamora	MI
Oxford	North Branch	North Branch	MI
Oxford	North Branch	North Branch Township	MI
Whitmore Lake	Livingston	Northfield	MI
Davison	Davison	Oregon	MI
Oxford	Oxford	Ortonville	MI
Davison	Davison	Otisville	MI
Oxford	Mayville/Otter Lake	Otter Lake	MI
Oxford	Oxford	Oxford Township	MI
Oxford	Oxford	Oxford Village	MI
Whitmore Lake	Livingston	Pinckney	MI
Whitmore Lake	Livingston	Putnam	MI
Davison	Davison	Richfield	MI
Whitmore Lake	Livingston	Salem	MI
Fenton	Fenton	Tyrone	MI
Whitmore Lake	Livingston	Unadilla	MI
Oxford	Mayville/ Otter Lake	Watertown	MI
Whitmore Lake	Livingston	Webster	MI