

**EXHIBIT B**

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VIA FACSIMILE TRANSMISSION

Myron Trepper, Esq.  
 Marc Abrams, Esq.  
 Willkie Farr & Gallagher  
 The Equitable Center  
 787 Seventh Avenue  
 New York, NY 10019

Re: In re Adelpia Communications Corp., et al. (Jointly Administered) (collectively, the "Debtors")

Gentlemen:

As you are no doubt aware, White & Case LLP has been retained to represent a recently formed ad hoc committee (the "Arahova Committee") comprised of certain holders of notes issued by Arahova Communications, Inc. ("Arahova"). The Arahova Committee was formed in response to a sequence of disturbing events that have called into question the recovery the Debtors intend to provide creditors of Arahova under a plan of reorganization.

For over two years, the holders of Arahova notes had been lead to believe they would receive a full recovery (including accrued pre- and post-petition interest) in these cases. This perception has now been undermined by (1) the Debtors' putative amended schedules (the "Amended Schedules"), which purport to reflect billions of dollars of intercompany claims against Arahova's subsidiaries, and (2) the non-consolidation of Arahova with its subsidiaries under the last proposed chapter 11 plan filed by the Debtors. These two facts, taken together, could lead to the holders of Arahova notes receiving as little as a 20% recovery. Such a result is obviously inconsistent with creditor expectations and will be vigorously opposed by the Arahova Committee.

Although we have only recently commenced our diligence process in these cases, we have been informed that the enterprise value of Arahova substantially exceeded the amount of its liabilities

when it was acquired by Adelphia, and that Arahova has at all times operated on a profitable, cash-flow positive basis. Nevertheless, according to the Amended Schedules, Arahova has somehow been rendered insolvent entirely as a result of over \$2 billion of intercompany claims and obligations. This phenomenon requires a satisfactory answer to a number of threshold questions, including:

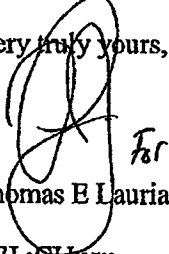
- (1) Why was a solvent, cash-flow positive entity incurring billions of dollars of debts and obligations to its parent and affiliates?
- (2) What consideration did Arahova and its subsidiaries receive in connection with the foregoing intercompany debt and where is it now?
- (3) If the foregoing intercompany transactions provided Arahova with less value than the amount of the obligations and rendered Arahova insolvent, why wouldn't such transactions be avoidable under the applicable provisions of the Bankruptcy Code, and why isn't the fiduciary representative of Arahova vigorously pursuing such actions?

These circumstances also activate interdebtor conflicts that are otherwise latent in all multi-debtor chapter 11 cases and call into question whether Arahova's fiduciary duty to maximize the value of its estate for the benefit of its constituencies is being (and can be) fulfilled. Whereas, the Arahova noteholders were (and would continue to be) content to give the Debtors substantial leeway with respect to such matters to the extent the Arahova notes are being paid in full, such leeway must be substantially curtailed in the face of a potentially discounted recovery. Absent assurances that a full, par plus accrued interest recovery will be provided, the Arahova Committee will be forced to explore all possible options to maximize the value of Arahova's assets for the benefit of Arahova's creditors, including objecting to intercompany claims, seeking to set aside the Amended Schedules for manifest defects, obtaining permission to commence avoidance actions on the estate's behalf, and seeking other remedies that become available when a debtor cannot properly fulfill its fundamental fiduciary obligations.

To facilitate a timely resolution of the foregoing matters with minimal litigation, we ask that the Debtors (a) promptly withdraw the Amended Schedules, (b) confirm that they and their advisors will work cooperatively with and assist the Arahova Committee and its advisors as we attempt to conduct and complete our due diligence, (c) not take any position in the soon-to-be-filed amended plan and disclosure statement that would suggest the Arahova creditors get anything but a full par plus accrued interest recovery, (d) not take any action that may be viewed as a further legitimization of the Amended Schedules, including the preparation and/or filing of amended tax returns, and (e) agree to arrange a face-to-face meeting between the officers who are responsible for the performance of Arahova's fiduciary duties and representatives of the Arahova Committee.

We look forward to hearing from you regarding the foregoing at your earliest convenience.  
Thank you for your time and attention to these matters.

Very truly yours,



Thomas E Lauria

TEL:GU:ym

cc: John K. Cunningham  
J. Christopher Shore  
Gerard Uzzi