SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): August 14, 2026

Charter Communications, Inc.

CCO Holdings, LLC
CCO Holdings Capital Corp.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

001-33664 **001-37789** **333-112593-01**	**84-1496755** **86-1067239** **20-0257904**
(Commission File Number)	*(I.R.S. Employer Identification Number)*

400 Washington Blvd.
Stamford, Connecticut 06902
(Address of principal executive offices, including zip code)

(203) 905-7801
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $.001 Par Value	CHTR	NASDAQ Global Select Market
Series A Cumulative Redeemable Preferred Stock, $.001 Par Value	CHTRP	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

INTRODUCTORY NOTE

Effective August 19, 2026 (the "Closing Date"), Charter Communications, Inc., a Delaware corporation ("Charter"), completed (i) its previously announced transaction with Liberty Broadband Corporation, a Delaware corporation ("Liberty"), pursuant to the Agreement and Plan of Merger (the "Liberty Merger Agreement"), by and among Charter, Liberty, Fusion Merger Sub 1, LLC, a Delaware limited liability company and a wholly owned subsidiary of Charter ("Merger LLC"), and Fusion Merger Sub 2, Inc., a Delaware corporation and a wholly owned subsidiary of Merger LLC ("Merger Sub"), and (ii) its previously announced transaction with Cox Enterprises, Inc., a Delaware corporation ("Cox Parent"), pursuant to the Transaction Agreement (the "Cox Transaction Agreement"), by and among Charter, Charter Communications Holdings, LLC, a Delaware limited liability company ("Charter Holdings"), and Cox Parent.

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Ancillary Agreements

The information provided in Item 2.01 of this Current Report on Form 8-K under the heading "Ancillary Agreements" is incorporated by reference herein.

ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

The information provided in the Introductory Note section of this Current Report on Form 8-K is incorporated by reference herein.

Liberty Merger Agreement

Pursuant to the Liberty Merger Agreement, on the Closing Date, (i) Merger Sub merged with and into Liberty (the "Merger"), with Liberty surviving the Merger as a wholly owned subsidiary of Merger LLC, and (ii) immediately following the Merger, Liberty (as the surviving corporation in the Merger) merged with and into Merger LLC (the "Upstream Merger," and together with the Merger, the "Combination"), with Merger LLC surviving the Upstream Merger as a wholly owned subsidiary of Charter.

Effective as of the effective time of the Merger (the "Liberty Effective Time"), each share of (i) Series A common stock, par value $0.01 per share, (ii) Series B common stock, par value $0.01 per share, and (iii) Series C common stock, par value $0.01 per share, of Liberty (clauses (i)-(iii), collectively, the "Liberty Common Stock") issued and outstanding immediately prior to the Liberty Effective Time (except for certain shares held by Liberty or Charter or their respective wholly owned subsidiaries) was converted into the right to receive 0.236 of a share (the "Exchange Ratio") of Class A common stock, par value $0.001 per share, of Charter (the "Charter Class A Common Stock"). Each holder of shares of the Liberty Common Stock converted pursuant to the Merger who would otherwise have been entitled to receive a fraction of a share of Charter Class A Common Stock (after taking into account all shares held by such holder) will instead receive cash (without interest) in lieu of such fractional share in accordance with the terms of the Liberty Merger Agreement (such cash and shares of Charter Class A Common Stock, the "Common Consideration").

Effective as of the Liberty Effective Time, each share of Series A Cumulative Redeemable Preferred Stock, par value $0.01 per share, of Liberty (the "Liberty Preferred Stock") issued and outstanding immediately prior to the Liberty Effective Time (except for shares held by Liberty, Charter or their respective wholly owned subsidiaries) was converted into the right to receive one share of Series A Cumulative Redeemable Preferred Stock, par value $0.001 per share (the "Charter Preferred Stock"), of Charter (the "Preferred Consideration" and together with the Common Consideration, the "Merger Consideration").

Effective as of the Liberty Effective Time, each stock option with respect to shares of the Liberty Common Stock (the "Liberty Stock Options") issued and outstanding immediately prior to the Liberty Effective Time was converted into the right to receive a number of shares of Charter Class A Common Stock (rounded down to the nearest whole share) equal to the quotient of (i) the product of (x) the excess, if any, of (A) the Exchange Ratio times the volume-weighted average price of the Charter Class A Common Stock for the five consecutive trading days ending two trading days prior to the Closing Date as reported by Bloomberg, L.P. (the "Closing Price" and the product in this clause (A), the "Merger Consideration Value") over (B) the per share exercise price of such stock option multiplied by (y) the number of shares of the Liberty Common Stock subject to such stock option immediately prior to the Liberty Effective Time, divided by (ii) the Closing Price, less applicable tax withholdings. Because all Liberty Stock Options had an exercise price greater than the Merger Consideration Value, all Liberty Stock Options were canceled for no consideration.

Effective as of August 10, 2026, each restricted stock unit award with respect to shares of the Liberty Common Stock outstanding as of such time, accelerated and fully vested (with applicable performance goals in respect of performance periods that were incomplete at such time, if any, deemed satisfied at 100% of target) and all shares of the Liberty Common Stock subject to such award, less applicable tax withholdings, that were outstanding as of the Liberty Effective Time were treated as outstanding shares of the Liberty Common Stock in the Merger and entitled to the Common Consideration.

At the Liberty Effective Time, as a result of the transaction, Charter (i) retired approximately 38.6 million shares of Charter Class A Common Stock previously owned by Liberty and issued approximately 33.9 million shares of Charter Class A Common Stock to holders of Liberty Common Stock, resulting in a net decrease of approximately 4.7 million shares of Charter Class A Common Stock outstanding, and (ii) issued approximately 7.2 million shares of Charter Preferred Stock to holders of Liberty Preferred Stock.

Cox Transaction Agreement

Pursuant to the Cox Transaction Agreement, on the Closing Date, immediately following the Liberty Effective Time (the "Cox Effective Time"), (i) Cox Communications Equity Holdings, Inc., a Delaware corporation and direct wholly owned subsidiary of Cox Parent ("Cox NewCo"), sold and transferred to a subsidiary of Charter 100% of the equity interests of certain subsidiaries of Cox Communications, LLC (f/k/a Cox Communications, Inc.) ("Cox") that conduct Cox's commercial fiber and managed IT and cloud services businesses (the "Equity Sale"), (ii) Cox NewCo contributed the equity interests of Cox (after its conversion into a limited liability company pursuant to a pre-closing restructuring) and certain other assets (other than certain excluded assets) primarily related to Cox's residential cable business to Charter Holdings (the "Contribution") and (iii) Cox NewCo contributed $1.00 to Charter (the transactions described in clauses (i)-(iii), the "Cox Transactions," and the Cox Transactions together with the Combination, the "Transactions"). Additionally, approximately $12 billion of Cox debt and finance leases will remain outstanding at subsidiaries of Charter as a result of the transaction.

At the Cox Effective Time, in consideration of the Equity Sale, Charter paid $3.5 billion in cash to Cox NewCo. In consideration of the Contribution, Charter Holdings (x) paid to Cox NewCo $724 million in cash and (y) issued to Cox NewCo 60.0 million convertible preferred units of Charter Holdings with an aggregate liquidation preference of $6.0 billion and 6.875% coupon (the "Charter Holdings Convertible Preferred Units"), and approximately 33.6 million common units of Charter Holdings (the "Charter Holdings Common Units") priced at $353.64 (the "Reference Price") per share. The Charter Holdings Convertible Preferred Units are convertible into Charter Holdings Common Units, with an initial conversion price of $477.41, a 35% premium to the Reference Price, subject to certain adjustments. The Charter Holdings Common Units are exchangeable by the holder, in certain circumstances, for cash or, at the election of Charter, Charter Class A Common Stock on a one-for-one basis, subject to certain adjustments. In consideration of the $1.00 contribution from Cox NewCo to Charter, Charter issued to Cox NewCo one share of a new class of common stock of Charter (the "Charter Class C Common Stock"). The Charter Class C Common Stock is economically equivalent to the Charter Class A Common Stock and the Class B common stock of Charter but has a number of votes per share that reflect the voting power of the Charter Holdings Common Units and the Charter Holdings Convertible Preferred Units held by Cox NewCo on an as-converted, as-exchanged basis.

Ancillary Agreements

At the Cox Effective Time, Charter and the other parties thereto, as applicable, also entered into various ancillary agreements, including, among others:

- the Third Amended and Restated Stockholders Agreement (the "Amended Stockholders Agreement"), by and among Charter, Cox Parent, Cox NewCo, and Advance/Newhouse Partnership, a New York partnership ("A/N"), which amends and restates the Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015, by and among Charter, A/N and Liberty;

- a letter agreement (the "Cox Letter Agreement"), by and among Charter, Charter Holdings and Cox Parent, regarding Cox Parent's participation in share repurchases by Charter;

- a letter agreement (the "A/N Letter Agreement"), by and among Charter, Charter Holdings and A/N, regarding A/N's participation in share repurchases by Charter;

- the Second Amended and Restated Limited Liability Company Agreement of Charter Holdings (the "Amended LLC Agreement"), by and among Charter, Cox NewCo, A/N and the other parties thereto, which amends and restates the Amended and Restated Limited Liability Company Agreement of Charter Holdings, dated as of May 18, 2016, by and among Charter, Charter Holdings, A/N and the other parties thereto;

- the Amended and Restated Tax Receivables Agreement (the "Amended TRA"), by and among Charter, A/N, Cox NewCo and the other parties thereto, which amends and restates the Tax Receivables Agreement, dated as of May 18, 2016, by and among Charter, A/N and the other parties thereto;

- the Amended and Restated Exchange Agreement (the "Amended Exchange Agreement"), by and among Charter, Cox Parent, Cox NewCo, A/N and the other parties thereto, which amends and restates the Exchange Agreement, dated as of May 18, 2016, by and among Charter, A/N and the other parties thereto; and

- the Amended and Restated Registration Rights Agreement, by and among Charter, Cox Parent, Cox NewCo and A/N (the "Amended RRA"), which amends and restates the Registration Rights Agreement, dated as of May 18, 2016, by and among Charter, A/N, Liberty and the other parties thereto.

The Amended Stockholders Agreement provides, among other things, that on the Closing Date, the size of the board of directors of Charter (the "Board") will be thirteen directors, the Liberty director designees will resign from the Board, A/N's director designees will continue to serve on the Board and Cox Parent's three designees will be appointed to the Board. From and after the Cox Effective Time, each of Cox Parent and A/N are entitled to designate up to three nominees to be elected to the Board, provided that each maintains certain specified voting or equity ownership thresholds. Cox Parent and A/N also have certain committee designation rights, subject to applicable stock exchange rules and certain specified voting or equity ownership thresholds, and other governance rights. Additionally, the Amended Stockholders Agreement provides that each of Cox Parent and A/N are subject to certain limits on acquisitions of equity securities of Charter (30% in the case of Cox Parent; 19% in the case of A/N). In addition, any shares owned by Cox Parent or A/N in excess of its applicable voting cap (30% in the case of Cox Parent; 15% in the case of A/N) must be voted in proportion to the public stockholders of Charter, other than with respect to certain specified matters. Pursuant to the Amended Stockholders Agreement, each of Cox Parent and A/N are subject to certain standstill provisions and are not permitted to form a group, within the meaning of Regulation 13D, with each other or otherwise have arrangements or understandings concerning Charter except as otherwise permitted by the Amended Stockholders Agreement. Pursuant to the Amended Stockholders Agreement, each of Cox Parent and A/N are entitled to preemptive rights to maintain their respective percentage equity ownership of Charter in certain specified circumstances and to the extent that each maintains certain specified thresholds of equity ownership in Charter. Each of Cox Parent and A/N are subject to certain restrictions on their ability to sell, transfer or dispose of their Charter securities. The rights of each of Cox Parent and A/N under the Amended Stockholders Agreement will generally terminate as such party falls below certain equity ownership thresholds, subject to certain grace periods during which such party can return its ownership or voting interest to the applicable threshold.

The Amended Stockholders Agreement also provides that, on the Closing Date, (i) Alexander C. Taylor, Chairman and Chief Executive Officer of Cox Parent, will serve as the Chairman of the Board for an initial three-year term (unless Mr. Taylor ceases to serve as a member of the Board prior thereto) and (ii) the lead independent director of the Board will be Eric L. Zinterhofer. Following Mr. Taylor's term as Chairman, the Board will return to its normal annual process. Additionally, following Mr. Taylor's term as Chairman, Christopher L. Winfrey, the Chief Executive Officer of Charter, will serve as Chairman of the Board; provided that if Mr. Winfrey is no longer a member of the Board or is unwilling to serve as Chairman, then Mr. Zinterhofer instead will serve as Chairman (subject to his continued membership on the Board and willingness to serve).

The terms of the Amended Stockholders Agreement, the Cox Letter Agreement, the Amended LLC Agreement, the Amended TRA, the Amended Exchange Agreement and the Amended RRA have been previously described under the caption "Other Agreements Related to the Transactions" in Charter's definitive proxy statement filed on July 2, 2025 (the "Cox Transaction Proxy Statement"), which descriptions are incorporated herein by reference.

The foregoing descriptions of the Transactions, the Liberty Merger Agreement, the Cox Transaction Agreement, the Amended Stockholders Agreement, the Cox Letter Agreement, the A/N Letter Agreement, the Amended LLC Agreement, the Amended TRA, the Amended Exchange Agreement and the Amended RRA do not purport to be complete and are qualified in their entirety by reference to the full text of the Liberty Merger Agreement, the Cox Transaction Agreement, the Amended Stockholders Agreement, the Cox Letter Agreement, the A/N Letter Agreement, the Amended LLC Agreement, the Amended TRA, the Amended Exchange Agreement and the Amended RRA, which are filed as Exhibits 2.1, 2.2, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7, respectively, and incorporated herein by reference.

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES.

The information provided in the Introductory Note section and Item 2.01 of this Current Report on Form 8-K is incorporated by reference herein.

Effective as of the Cox Effective Time, pursuant to the Cox Transaction Agreement, Charter issued to Cox NewCo one share of Charter Class C Common Stock. The issuance of one share of Charter Class C Common Stock to Cox NewCo pursuant to the Cox Transaction Agreement has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and the rules and regulations promulgated thereunder.

ITEM 3.03. MATERIAL MODIFICATION TO RIGHTS OF SECURITY HOLDERS.

The information provided in the Introductory Note section and Items 1.01, 2.01 and 5.03 of this Current Report on Form 8-K is incorporated by reference herein.

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On August 14, 2026, John D. Markley, Jr., a director of Charter, informed the Board of his intention to retire from the Board, effective as of the completion of the Transactions. Mr. Markley's resignation as a director is not the result of any dispute or disagreement with Charter on any matter relating to the operations, policies or practices of Charter.

In connection with the completion of the Transactions, effective as of the Liberty Effective Time, Martin E. Patterson and J. David Wargo, two of the directors of Charter designated by Liberty, ceased to be directors of Charter and members of any and all committees of the Board. These actions were not a result of any disputes or disagreements with Charter or any matter relating to Charter's operations, policies or practices. Balan Nair, the remaining director of Charter designated by Liberty, will remain on the Board as an independent director to fill the vacancy created by Mr. Markley's resignation.

Also in connection with the completion of the Transactions, effective as of the Cox Effective Time, Cox Parent has designated and Charter has appointed Alexander C. Taylor, Dallas Clement and Mark Greatrex to the Board. The Board has determined that each of Messrs. Taylor, Clement and Greatrex qualifies as "independent" in accordance with the published listing requirements of Nasdaq.

Also effective as of the Cox Effective Time, Mr. Taylor was appointed Chairman of the Board, and Eric L. Zinterhofer, the previous Non-Executive Chairman of the Board, became the lead independent director of the Board. Mr. Taylor has been appointed to the Compensation and Benefits Committee of the Board, Mr. Clement has been appointed to the Finance Committee of the Board and Mr. Greatrex has been appointed to the Nominating and Corporate Governance Committee of the Board.

Each of Messrs. Taylor, Clement and Greatrex will receive the standard compensation amounts payable to non-employee directors of the Board. Pursuant to these arrangements, commencing on the Closing Date, each of Messrs. Taylor, Clement and Greatrex will receive a restricted stock grant in lieu of the annual cash retainer of $120,000 pursuant to an election to receive stock in lieu of cash compensation made by Messrs. Taylor, Clement and Greatrex, respectively. Each such grant of restricted stock, made on the Closing Date, was prorated to $82,849 for their respective first years of service. In addition, on the Closing Date, each of Messrs. Clement and Greatrex received a grant of restricted stock with a value of $155,342, which was calculated by prorating the amount of the annual restricted stock grant made to each of Charter's non-employee directors, and Mr. Taylor received a grant of restricted stock with a value of $258,904, which was calculated by prorating the amount of the annual restricted stock grant made to the Non-Executive Chairman of the Board. The restricted stock awards will vest on the date of Charter's 2027 annual meeting of stockholders, subject to, respectively, Messrs. Taylor's, Clement's and Greatrex's continued service on the Board through that date.

Effective as of the Closing Date, each of Messrs. Taylor, Clement and Greatrex has entered into an indemnification agreement with Charter consistent with the form of indemnification agreement entered into between Charter and its existing non-employee directors. There are no arrangements or understandings between Messrs. Taylor, Clement or Greatrex, on the one hand, and any other persons, on the other hand, pursuant to which Messrs. Taylor, Clement and Greatrex, respectively, was appointed to the Board.

ITEM 5.03. AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

In connection with the completion of the Transactions, effective August 19, 2026, each of the certificate of incorporation and the bylaws of Charter was amended and restated in its entirety. The amended and restated certificate of incorporation of Charter and the amended and restated bylaws of Charter have been previously described under the captions "Other Agreements Related to the Transactions" and "Description of Charter Capital Stock" in the Cox Transaction Proxy Statement, which descriptions are incorporated herein by reference.

Also in connection with the completion of the Transactions, on August 19, 2026, Charter filed a certificate of designations (the "Certificate of Designations") with the Secretary of State of the State of Delaware, establishing the powers, preferences, privileges and rights of the Charter Preferred Stock. At the Liberty Effective Time, each share of Liberty Preferred Stock issued and outstanding immediately prior to the Liberty Effective Time was converted into the right to receive one share of the Charter Preferred Stock. The Charter Preferred Stock has been previously described under the caption "Description of Charter Rollover Preferred Stock" in Charter's Registration Statement on Form S-4 (File No. 333-283779), filed on December 13, 2024, as amended on January 10, 2025 and January 17, 2025 and declared effective on January 22, 2025, including Charter's definitive joint proxy statement/prospectus forming a part thereof and filed pursuant to Rule 424(b)(3) under the Securities Act on January 22, 2025, and in the Cox Transaction Proxy Statement, which descriptions are incorporated herein by reference.

The foregoing descriptions of the amended and restated certificate of incorporation of Charter, the amended and restated bylaws of Charter and the terms of the Charter Preferred Stock are qualified in their entirety by reference to the full text of the amended and restated certificate of incorporation of Charter, the amended and restated bylaws of Charter and the Certificate of Designations, which are filed as Exhibits 3.1, 3.2 and 3.3, respectively, and are incorporated herein by reference.

ITEM 7.01. REGULATION FD DISCLOSURE.

On August 20, 2026, Charter issued a press release announcing the completion of the Transactions, a copy of which is filed as Exhibit 99.1 and incorporated herein by reference.

The information provided under Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, is being furnished and is not deemed to be "filed" with the Securities and Exchange Commission (the "SEC") for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section and is not incorporated by reference into any filing of Charter, CCO Holdings, LLC or CCO Holdings Capital Corp. under the Securities Act or the Exchange Act, whether made before or after the date hereof, except as shall be expressly set forth by specific reference to this Current Report on Form 8-K in such a filing.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(a) Financial Statement of Businesses or Funds Acquired

The financial statements that are required to be filed pursuant to this item were previously filed by Charter as Exhibit 99.2 to Charter's Current Report on Form 8-K filed on July 23, 2026 and as Exhibit 99.1 to Charter's Current Report on Form 8-K filed on August 3, 2026.

(b) Pro Forma Financial Information

The pro forma financial information that is required to be filed pursuant to this item was previously filed by Charter as Exhibit 99.2 to Charter's Current Report on Form 8-K filed on August 3, 2026.

(d) Exhibits

Exhibit	Description
2.1†	Agreement and Plan of Merger, dated as of November 12, 2024, by and among Charter Communications, Inc., Liberty Broadband Corporation, Fusion Merger Sub 1, LLC and Fusion Merger Sub 2, Inc. (incorporated by reference to Exhibit 2.1 to Charter Communications, Inc.'s Current Report on Form 8-K filed on November 13, 2024).
2.2†	Transaction Agreement, dated as of May 16, 2025, by and among Charter Communications, Inc., Charter Communications Holdings, LLC and Cox Enterprises, Inc. (incorporated by reference to Exhibit 2.1 to Charter Communications, Inc.'s Current Report on Form 8-K filed on May 19, 2025).
3.1	Second Amended and Restated Certificate of Incorporation of Charter Communications, Inc., dated as of August 19, 2026.
3.2	Second Amended and Restated Bylaws of Charter Communications, Inc., dated as of August 19, 2026.
3.3	Certificate of Designations of Series A Cumulative Redeemable Preferred Stock of Charter Communications, Inc., dated as of August 19, 2026.
10.1	Third Amended and Restated Stockholders Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc. and Advance/Newhouse Partnership.
10.2	Letter Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Charter Communications Holdings, LLC and Cox Enterprises, Inc.
10.3	Letter Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Charter Communications Holdings, LLC and Advance/Newhouse Partnership.
10.4†	Second Amended and Restated Limited Liability Company Agreement of Charter Communications Holdings, LLC, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Communications Equity Holdings, Inc., Advance/Newhouse Partnership and the other parties thereto.
10.5	Amended and Restated Tax Receivables Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Communications Equity Holdings, Inc., Advance/Newhouse Partnership and the other parties thereto.
10.6	Amended and Restated Exchange Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc., Advance/Newhouse Partnership and the other parties thereto.
10.7†	Amended and Restated Registration Rights Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc. and Advance/Newhouse Partnership.
99.1	Press Release, dated August 20, 2026.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

† Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Charter hereby undertakes to furnish supplemental copies of any of the omitted schedules or exhibits upon request by the SEC.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K includes forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, regarding, among other things, Charter's plans, strategies and prospects, both business and financial. Although Charter believes that its plans, intentions and expectations as reflected in or suggested by these forward-looking statements are reasonable, Charter cannot assure you that it will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions including, without limitation: (i) Charter's ability to successfully integrate the Cox business; (ii) the ultimate outcome and results of integrating operations and application of Charter's operating strategies to the Cox business and the ultimate ability to realize synergies at the levels currently expected as well as potential dis-synergies; (iii) the impact of the transaction on Charter's stock price and future operating results, including due to transaction and integration costs, increased interest expense, business disruption, and diversion of management time and attention; (iv) the reduction in Charter's current stockholders' percentage ownership and voting interest as a result of the Transactions; (v) the increase in Charter's indebtedness as a result of the Transactions, which will increase interest expenses and may decrease Charter's operating flexibility; (vi) other risks related to the Transactions and actions related thereto; and (vii) the factors described under "Risk Factors" from time to time in Charter's filings with the SEC. Many of the forward-looking statements contained in this communication may be identified by the use of forward-looking words such as "believe," "future," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated," "aim," "on track," "target," "opportunity," "tentative," "positioning," "designed," "create," "predict," "project," "initiatives," "seek," "would," "could," "continue," "ongoing," "upside," "increases," "grow," "focused on" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements Charter makes in this communication are set forth in Charter's annual report on Form 10-K, and in other reports or documents that Charter files from time to time with the SEC.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. Charter assumes no obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, each of Charter Communications, Inc., CCO Holdings, LLC and CCO Holdings Capital Corp. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS, INC.
Registrant

By: /s/ Jessica M. Fischer
Jessica M. Fischer
Chief Financial Officer

Date: August 20, 2026

CCO HOLDINGS, LLC
Registrant

By: /s/ Jessica M. Fischer
Jessica M. Fischer
Chief Financial Officer

Date: August 20, 2026

CCO HOLDINGS CAPITAL CORP.
Registrant

By: /s/ Jessica M. Fischer
Jessica M. Fischer
Chief Financial Officer

Date: August 20, 2026

Exhibit 3.1

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CHARTER COMMUNICATIONS, INC.

Charter Communications, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented (the "DGCL"), hereby certifies that:

1. The name of the corporation is Charter Communications, Inc. The original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on May 18, 2016.

2. The Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on May 18, 2016 and was amended by the Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Corporation, filed with the Secretary of State of the State of Delaware on April 23, 2024.

3. This Second Amended and Restated Certificate of Incorporation amends and, as amended, restates in its entirety the Amended and Restated Certificate of Incorporation of the Corporation, as amended, and has been duly adopted in accordance with Sections 242 and 245 of the DGCL.

4. This Second Amended and Restated Certificate of Incorporation shall become effective in accordance with Section 103(d) of the DGCL at 11:58 p.m., Eastern Time, on August 19, 2026.

5. The text of the certificate of incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CHARTER COMMUNICATIONS, INC.

ARTICLE FIRST
NAME OF THE CORPORATION

The name of the corporation is Charter Communications, Inc. (the "Corporation").

ARTICLE SECOND
REGISTERED OFFICE; REGISTERED AGENT

The registered office of the Corporation is located at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, and County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE THIRD
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "DGCL").

ARTICLE FOURTH
STOCK

A. Authorized Capital Stock.

1. The total number of shares of stock that the Corporation shall have authority to issue is 1,150,002,000 shares, consisting of: (a) 900,000,000 shares of Class A Common Stock, par value $0.001 per share ("Class A Common Stock"); (b) 1,000 shares of Class B Common Stock, par value $0.001 per share ("Class B Common Stock"); (c) 1,000 shares of Class C Common Stock, par value $0.001 per share ("Class C Common Stock"); and (d) 250,000,000 shares of Preferred Stock, par value $0.001 per share ("Preferred Stock"), issuable in one or more series as hereinafter provided. Except as otherwise provided in this amended and restated certificate of incorporation (this "Certificate of Incorporation"), Class A Common Stock, Class B Common Stock and Class C Common Stock shall be identical in all respects and shall have equal rights and privileges. Class A Common Stock, Class B Common Stock and Class C Common Stock are herein sometimes collectively referred to as the "Common Stock." Except for the shares of Class B Common Stock issued and outstanding and held by an A/N Party (as hereinafter defined) as of immediately prior to the date of this Certificate of Incorporation, the Corporation shall not have the power to issue shares of Class B Common Stock to any person. The Corporation shall not have the power to issue shares of Class C Common Stock to any person other than a Cox Party (as hereinafter defined) pursuant to the Transaction Agreement (as hereinafter defined).

2. The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but (i) the number of authorized shares of Class A Common Stock may not be decreased below (a) the number of shares thereof then outstanding plus (b) the number of shares of Class A Common Stock issuable upon the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class A Common Stock, (ii) the number of authorized shares of Class B Common Stock may not be decreased below the number of shares thereof then outstanding, (iii) the number of authorized shares of Class C Common Stock may not be decreased below the number of shares thereof then outstanding and (iv) the number of authorized shares of Preferred Stock may not be decreased below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the Common Stock (voting together as a single class) together with any other class of capital stock of the Corporation entitled to vote generally in the election of directors irrespective of the provisions of Section 242(b)(2) of the DGCL or any corresponding provision hereinafter enacted, unless a lower threshold is permitted under Section 242 of the DGCL in which case such amendment may be adopted by such lower threshold of votes.

B. Common Stock Voting Rights.

1. The holders of shares of Common Stock shall have the following voting rights and powers:

a. Each holder of Class A Common Stock shall be entitled, with respect to each share of Class A Common Stock held by such holder on the applicable record date, to one (1) vote in person or by proxy on all matters submitted to a vote of the holders of Class A Common Stock, whether voting separately as a class or otherwise;

b. Subject to Clause B.3 of this Article FOURTH, each A/N Party shall be entitled, with respect to each share of Class B Common Stock held by such A/N Party on the applicable record date, to such number of votes in person or by proxy on all matters submitted to a vote of the holders of Class B Common Stock such that the number of votes to which all A/N Parties shall be entitled with respect to the Class B Common Stock held by them on the applicable record date, in the aggregate, is equal to the number of votes which would attach, in the aggregate but without duplication, to the Class A Common Stock into which all Charter Holdings Class B Common Units (as hereinafter defined) held by the A/N Parties as of the applicable record date are exchangeable, without regard to any restrictions on effecting such exchange, and in accordance with the terms of this Certificate of Incorporation, the LLC Agreement (as hereinafter defined) and the Exchange Agreement (as hereinafter defined). For the avoidance of doubt, each cancellation, retirement or repurchase, including by means of conversion or exchange, of Charter Holdings Class B Common Units shall automatically reduce the voting power of the Class B Common Stock held by the applicable A/N Party or A/N Parties hereunder as necessary to accord with the provisions of the foregoing sentence. Any holder of Class B Common Stock who is not an A/N Party shall not be entitled to any vote on any matter with respect to any share of Class B Common Stock held by such holder (other than as required by law). Notwithstanding anything herein to the contrary, following the conversion and/or exchange or repurchase, directly or indirectly, by the Corporation of all Charter Holdings Class B Common Units held by the A/N Parties, the Class B Common Stock shall automatically be cancelled and shall cease to be authorized hereunder; and

c. Subject to Clause B.3 of this Article FOURTH, each Cox Party shall be entitled, with respect to each share of Class C Common Stock held by such Cox Party on the applicable record date, to such number of votes in person or by proxy on all matters submitted to a vote of the holders of Class C Common Stock such that the number of votes to which all Cox Parties shall be entitled with respect to the Class C Common Stock held by them on the applicable record date, in the aggregate, is equal to the number of votes which would attach, in the aggregate but without duplication, to (i) the Class A Common Stock into which all Charter Holdings Class C Common Units (as hereinafter defined) held by the Cox Parties as of the applicable record date are exchangeable and (ii) the Class A Common Stock into which all Charter Holdings Preferred Units (as hereinafter defined) held by the Cox Parties as of the applicable record date (assuming the prior conversion of such Charter Holdings Preferred Units into Charter Holdings Class C Common Units) are exchangeable; in each case, without regard to any restrictions on effecting such exchange, and in accordance with the terms of this Certificate of Incorporation, the LLC Agreement and the Exchange Agreement. For the avoidance of doubt, each cancellation, retirement or repurchase, including by means of conversion or exchange, of Charter Holdings Class C Common Units and/or Charter Holdings Preferred Units held by the Cox Parties shall automatically reduce the voting power of the Class C Common Stock held by the applicable Cox Party or Cox Parties hereunder as necessary to accord with the provisions of the foregoing sentence. Any holder of Class C Common Stock who is not a Cox Party shall not be entitled to any vote on any matter with respect to any share of Class C Common Stock held by such holder (other than as required by law). Notwithstanding anything herein to the contrary, following the conversion and/or exchange or repurchase, directly or indirectly, by the Corporation of all Charter Holdings Class C Common Units and Charter Holdings Preferred Units held by the Cox Parties, the Class C Common Stock shall automatically be cancelled and shall cease to be authorized hereunder.

2. Except as otherwise required by applicable law, the holders of shares of Class A Common Stock, Class B Common Stock and Class C Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation (or if any holders of shares of any series of Preferred Stock are entitled to vote together with the holders of Common Stock, as one class with such holders of such series of Preferred Stock).

3. Without limiting the restrictions in Sections 3.2 and 3.4 of the Third Amended and Restated Stockholders Agreement (as hereinafter defined), (i) the Class B Common Stock held by an A/N Party will not have voting rights on any matter to the extent that any A/N Party, or any group including one or more A/N Parties, has Beneficial Ownership (as hereinafter defined) of more than 49.5% of the outstanding Class A Common Stock as of the date of record in respect of such matter and (ii) the Class C Common Stock held by a Cox Party will not have voting rights on any matter to the extent that any Cox Party, or any group including one or more Cox Parties, has Beneficial Ownership of more than 49.5% of the outstanding Class A Common Stock as of the date of record in respect of such matter.

4. Each Cox Party and each A/N Party (except with respect to any Excluded Matter (as hereinafter defined) with respect to such Investor Party (as hereinafter defined)) shall vote, and exercise rights to consent with respect to, all Voting Securities (as hereinafter defined) Beneficially Owned by such Cox Party or A/N Party, as applicable, or over which such Cox Party or A/N Party, as applicable, otherwise has voting discretion or control, in each case, with respect to which such Cox Party's or A/N Party's Voting Interest, as applicable, that is in excess of the applicable Investor Party's Voting Cap (as hereinafter defined) in the same proportion as all other votes cast with respect to the applicable matter (such proportion determined without inclusion of the votes cast by (i) the A/N Parties or the Cox Parties, respectively (but only if A/N (as hereinafter defined) or Cox (as hereinafter defined), respectively, has the right to nominate one or more directors of the Corporation under the Third Amended and Restated Stockholders Agreement) or (ii) any other person or group (as such term is used in Sections 13(d) and 14(d) of the Exchange Act (as hereinafter defined)) that Beneficially Owns Voting Securities representing ten percent (10%) or more of the Total Voting Power (as hereinafter defined) (other than any such person or group that reports its holdings of Corporation securities on a statement on Schedule 13G filed with the SEC (as hereinafter defined) and is not required under Section 13(d) of the Exchange Act to file a statement on Schedule 13D with the SEC in respect thereof)).

C. Dividends and Distributions; Splits; Options; Mergers; Liquidation; Preemptive Rights.

1. *Dividends and Distributions*.

a. Subject to the preferences applicable to any series of Preferred Stock outstanding at any time, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property or shares of stock of the Corporation as may be declared thereon by the Board of Directors of the Corporation (the "Board of Directors") from time to time out of the assets or funds of the Corporation legally available therefor; provided, however, that, subject to the provisions of this Clause C.1.a of this Article FOURTH, the Corporation shall not pay dividends or make distributions to any holders of any class of Common Stock unless simultaneously with such dividend or distribution, as the case may be, the Corporation makes the same dividend or distribution with respect to each outstanding share of Common Stock regardless of class.

b. In the case of dividends or other distributions on Common Stock payable in Class A Common Stock, Class B Common Stock or Class C Common Stock, including without limitation distributions pursuant to stock splits or divisions of Class A Common Stock, Class B Common Stock or Class C Common Stock, only shares of Class A Common Stock shall be distributed with respect to Class A Common Stock, only shares of Class B Common Stock shall be distributed with respect to Class B Common Stock and only shares of Class C Common Stock shall be distributed with respect to Class C Common Stock. In the case of any such dividend or distribution payable in shares of Class A Common Stock, Class B Common Stock or Class C Common Stock, each class of Common Stock shall receive a dividend or distribution in shares of its class of Common Stock and the number of shares of each class of Common Stock payable per share of such class of Common Stock shall be equal in number.

2. *Stock Splits*.

The Corporation shall not in any manner subdivide (by any stock split, stock dividend, reclassification, recapitalization or otherwise) or combine (by reverse stock split, reclassification, recapitalization or otherwise) the outstanding shares of one class of Common Stock unless the outstanding shares of all classes of Common Stock shall be proportionately subdivided or combined.

3. *Options, Rights or Warrants*.

The Corporation shall have the power to create and issue, whether or not in connection with the issue and sale of any shares of stock or other securities of the Corporation, options, exchange rights, warrants, convertible rights, and similar rights permitting the holders thereof to purchase from the Corporation any shares of its capital stock of any class or classes at the time authorized, such options, exchange rights, warrants, convertible rights and similar rights to have such terms and conditions, and to be evidenced by or in such instrument or instruments, consistent with the terms and provisions of this Certificate of Incorporation and as shall be approved by the Board of Directors.

4. *Mergers, Consolidation, Etc*.

In the event that the Corporation shall enter into any consolidation, merger, combination or other transaction in which shares of Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, then, and in such event, the shares of each class of Common Stock shall be exchanged for or converted into the same kind and amount of stock, securities, cash and/or any other property, as the case may be, into which or for which each share of any other class of Common Stock is exchanged or converted; provided, however, that, if shares of Common Stock are exchanged for or converted into shares of capital stock, such shares received upon such exchange or conversion may differ, but only in a manner substantially similar to the manner in which Class A Common Stock, Class B Common Stock and Class C Common Stock differ, and, in any event, and without limitation, the voting rights and obligations of the holders of Class B Common Stock and the holders of Class C Common Stock and the other relative rights and treatment accorded to the Class A Common Stock, Class B Common Stock and Class C Common Stock in Clause B and this Clause C of this Article FOURTH shall be preserved. To the fullest extent permitted by law, any construction, calculation or interpretation made by the Board of Directors in determining the application of the provisions of this Clause C.4 of this Article FOURTH in good faith shall be conclusive and binding on the Corporation and its stockholders.

5. *Liquidation Rights*.

In the event of any dissolution, liquidation or winding-up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation and after making provision for the holders of any series of Preferred Stock entitled thereto, the remaining assets and funds of the Corporation, if any, shall be divided among and paid ratably to the holders of the shares of Class A Common Stock, Class B Common Stock and Class C Common Stock treated as a single class.

6. *No Preemptive Rights*.

The holders of shares of Common Stock are not entitled to any preemptive right under this Certificate of Incorporation to subscribe for, purchase or receive any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or of bonds, debentures or other securities convertible into or exchangeable for stock; provided that the foregoing shall not be deemed to override any contractual preemptive right that an Investor Party may be entitled to pursuant to the provisions of the Third Amended and Restated Stockholders Agreement.

D. Preferred Stock.

Subject to the provisions of this Certificate of Incorporation, including Article FIFTH, the Board of Directors is hereby expressly granted authority from time to time to issue Preferred Stock in one or more series and with respect to any such series, subject to the terms and conditions of this Certificate of Incorporation, to fix by resolution or resolutions the numbers of shares, designations, powers, preferences and relative, participating, optional or other special rights of such series and any qualifications, limitations or restrictions thereof, including, but without limiting the generality of the foregoing, the following:

1. entitling the holders thereof to cumulative, non-cumulative or partially cumulative dividends, or to no dividends;

2. entitling the holders thereof to receive dividends payable on a parity with, junior to, or in preference to, the dividends payable on any other class or series of capital stock of the Corporation;

3. entitling the holders thereof to rights upon the voluntary or involuntary liquidation, dissolution or winding up of, or upon any other distribution of the assets of, the Corporation, on a parity with, junior to or in preference to, the rights of any other class or series of capital stock of the Corporation;

4. providing for the conversion or exchange, at the option of the holder or of the Corporation or both, or upon the happening of a specified event, of the shares of Preferred Stock into shares of any other class or classes or series of capital stock of the Corporation or of any series of the same or any other class or classes, including provision for adjustment of the conversion or exchange rate in such events as the Board of Directors shall determine, or providing for no conversion;

5. providing for the redemption, in whole or in part, of the shares of Preferred Stock at the option of the Corporation or the holder thereof, or upon the happening of a specified event, in cash, bonds or other property, at such price or prices (which amount may vary under different conditions and at different redemption dates), within such period or periods, and under such conditions as the Board of Directors shall so provide, including provisions for the creation of a sinking fund for the redemption thereof, or providing for no redemption;

6. providing for voting rights or having limited voting rights or enjoying general, special or multiple voting rights; and

7. specifying the number of shares constituting that series and the distinctive designation of that series.

A Certificate of Designations designating the Series A Cumulative Redeemable Preferred Stock, and setting forth the powers, designations, preferences and relative, participating, optional or other rights, and the qualifications, limitations or restrictions of, the Series A Cumulative Redeemable Preferred Stock, is attached hereto as Exhibit A.

ARTICLE FIFTH
BOARD OF DIRECTORS

A. Size of the Board of Directors.

The number of directors which shall constitute the whole Board of Directors shall be fixed at thirteen (13).

B. Investor Nominees.

1. In connection with each annual or special meeting of stockholders of the Corporation at which directors are to be elected (each such annual or special meeting, an "Election Meeting"), each Investor Party shall have the right to designate for nomination (it being understood that such nomination may include any nomination of any incumbent Investor Director (as hereinafter defined) (or a Replacement (as defined in the Third Amended and Restated Stockholders Agreement)) by the Board of Directors (upon the recommendation of the Nominating and Corporate Governance Committee of the Board of Directors) a number of Investor Designees (as defined in the Third Amended and Restated Stockholders Agreement) as follows, in each case subject to Section 2.8(a) of, and the other limitations set forth in, the Third Amended and Restated Stockholders Agreement:

a. three (3) Investor Designees, if such Investor Party's Equity Interest (as hereinafter defined) or Voting Interest (as hereinafter defined) is greater than or equal to 20%;

b. two (2) Investor Designees, if such Investor Party's Equity Interest and Voting Interest are both less than 20% but such Investor Party's Equity Interest or Voting Interest is greater than or equal to 11%;

c. one (1) Investor Designee, if such Investor Party's Equity Interest and Voting Interest are both less than 11% but such Investor Party's Equity Interest or Voting Interest is greater than or equal to 5%, or, in the case of Cox, Cox's Equity Interest is greater than or equal to 25% of the Equity Interest owned by Cox and its Affiliates immediately after, and giving effect to, the Closing; and

d. no Investor Designees, if the Investor Party's Equity Interest and Voting Interest are both less than 5% and, in the case of Cox, Cox's Equity Interest is less than 25% of the Equity Interest owned by Cox and its Affiliates immediately after, and giving effect to, the Closing; provided, that notwithstanding the foregoing, A/N shall be entitled to designate two (2) Investor Designees if A/N owns an Equity Interest or Voting Interest of less than 20% but greater than or equal to 9%.

C. Board Action.

1. Any action of the Board of Directors other than those described in Clauses C.2, C.3, and C.4 of this Article FIFTH below shall require the approval of the majority of the members of the full Board of Directors.

2. For so long as Cox has a Voting Interest or Equity Interest equal to or greater than 20%, subject to the following Clause C.3 of this Article FIFTH, any Change of Control (as hereinafter defined) shall require the approval of (1) a majority of the full Board of Directors and (2) a majority of the Unaffiliated Directors (as hereinafter defined).

3. Any transaction involving either A/N and/or Cox (or any of their respective Affiliates (as hereinafter defined) or Associates (as hereinafter defined) and the Corporation, other than a Preemptive Shares Purchase (as defined in the Third Amended and Restated Stockholders Agreement), the exercise by the Corporation of its right to offer to purchase Charter Holdings Preferred Units in connection with a potential Transfer (as defined in the LLC Agreement) thereof on the terms set forth in the LLC Agreement or any equity repurchases or redemptions permitted in accordance with the Third Amended and Restated Stockholders Agreement, the LLC Agreement, the Cox Letter Agreement and the Existing A/N Letter Agreement, as applicable, or any transaction in which A/N and/or Cox (or any of their respective Affiliates or Associates) will be treated differently from the holders of Class A Common Stock or Class C Common Stock, in the case of A/N, or the holders of Class A Common Stock or Class B Common Stock, in the case of Cox, shall require the approval of (1) a majority of the Unaffiliated Directors plus (2) a majority of the directors of the Corporation designated by the Investor Party without such a conflicting interest (provided, that the approval requirement referred to in this sub-clause (2) shall not apply to ordinary course programming, distribution and other commercial agreements and related ancillary agreements (for example, advertising and promotions) entered into on an arm's length basis).

4. Any amendment to this Certificate of Incorporation, including the filing of a Certificate of Designations relating to the issuance of any series of Preferred Stock, shall require the approval of (1) a majority of the members of the full Board of Directors and (2) a majority of the Unaffiliated Directors.

5. Decisions of the Unaffiliated Directors shall exclude any who are not Independent (as hereinafter defined) of the Corporation, Cox and A/N.

6. Any decision with respect to a shareholders rights plan (as such term is commonly understood in connection with corporate transactions) (a "Rights Plan"), including whether to implement a Rights Plan, shall (subject to Section 3.6 of the Third Amended and Restated Stockholders Agreement) be made by a majority of the Unaffiliated Directors.

D. Vacancies.

Subject to the applicable provisions of Section 2.2 of the Third Amended and Restated Stockholders Agreement, any vacancy on the Board of Directors resulting from death, resignation, disqualification, removal from office or other cause, and newly created directorships resulting from any increase in the authorized number of directors, may be filled only by a majority vote of the directors remaining in office, other than any directors elected or appointed by any class or series of Preferred Stock, voting as a separate class, even if less than a quorum, and in the event that there is only one director remaining in office, by such sole remaining director.

E. Removal.

Any director of the Corporation may be removed from office with or without cause by the affirmative vote of a majority of the voting power of the outstanding shares of Common Stock (and any series of Preferred Stock then entitled to vote generally in an election of directors), voting together as a single class. In the event that any director so removed was an Investor Designee and the applicable Investor Party continues to have the right to nominate a Replacement for the vacancies created by the removal, each such vacancy shall be filled in accordance with the provisions of the Third Amended and Restated Stockholders Agreement.

F. Election by Written Ballot Not Required.

Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE SIXTH
BYLAWS

The Board of Directors may from time to time adopt, make, amend, supplement or repeal the Bylaws, except as provided in this Certificate of Incorporation, the Bylaws or Section 7.1 of the Third Amended and Restated Stockholders Agreement.

ARTICLE SEVENTH
DIRECTOR EXCULPATION

No director of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. No amendment, alteration or repeal of this Article SEVENTH shall eliminate or reduce the effect thereof in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article SEVENTH would accrue or arise, prior to such amendment, alteration or repeal.

ARTICLE EIGHTH
OFFICER EXCULPATION

No officer of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as an officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. No amendment, alteration or repeal of this Article EIGHTH shall eliminate or reduce the effect thereof in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article EIGHTH would accrue or arise, prior to such amendment, alteration or repeal.

ARTICLE NINTH
AMENDMENT, ETC.

Subject to Clause C.4 of Article FIFTH, the Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter authorized by the laws of the State of Delaware. All rights, preferences and privileges herein conferred are granted subject to this reservation. For the avoidance of doubt, the Corporation elects to be governed by Section 242(d) of the DGCL.

ARTICLE TENTH
FORUM

Unless the Corporation consents in writing to the selection of an alternative forum (an "Alternative Forum Consent"), the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Bylaws (as either may be amended from time to time), or (d) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) in all cases to the fullest extent permitted by law and subject to the court's having personal jurisdiction over the indispensable parties named as defendants. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Article TENTH with respect to any current or future action or claim.

ARTICLE ELEVENTH
CERTAIN DEFINITIONS

For purposes of this Certificate of Incorporation, the following definitions shall apply:

A. "Affiliate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act, and "Affiliated" shall have a correlative meaning; provided that (i) the Corporation and Cox and their respective Affiliates shall not be deemed to be Affiliates of A/N; (ii) the Corporation and A/N and their respective Affiliates shall not be deemed to be Affiliates of Cox; and (iii) Cox and A/N and their respective Affiliates shall not be deemed to be Affiliates of the Corporation or Charter Holdings. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

B. “A/N” means Advance/Newhouse Partnership, a New York general partnership.

C. “A/N Director” means a director of the Corporation designated for nomination by A/N pursuant to Clause B of Article FIFTH of this Certificate of Incorporation and Section 2.2(a) of the Third Amended and Restated Stockholders Agreement or any other director of the Corporation designated for nomination by A/N and elected or appointed pursuant to the provisions of Section 2.2 of the Third Amended and Restated Stockholders Agreement.

D. “A/N Parties” or “A/N Party” have the respective meanings set forth in the Third Amended and Restated Stockholders Agreement.

E. “Associate” of a person has the meaning set forth in Rule 12b-2 under the Exchange Act, and “Associated” shall have a correlative meaning; provided that (i) the Corporation and Cox and their respective Associates shall not be deemed to be Associates of A/N, (ii) the Corporation and A/N and their respective Associates shall not be deemed to be Associates of Cox and (iii) Cox and A/N and their respective Associates shall not be deemed to be Associates of the Corporation.

F. “Beneficially Own” with respect to any securities means having “beneficial ownership” of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act without limitation by the sixty (60)-day provision in paragraph (d)(1)(i) thereof), and the terms “Beneficial Ownership” and “Beneficial Owner” shall have correlative meanings. Without limiting Section 3.4 of the Third Amended and Restated Stockholders Agreement, any Beneficial Ownership by a person that is jointly owned by A/N and Cox shall be considered Beneficial Ownership by each such owner to the extent of such owner’s equity ownership in such jointly owned person.

G. “Cox” means Cox Enterprises, Inc., a Delaware corporation.

H. “Cox Director” means a director of the Corporation designated for nomination by Cox pursuant to Clause B of Article FIFTH of this Certificate of Incorporation and Section 2.2(a) of the Third Amended and Restated Stockholders Agreement or any other director of the Corporation designated for nomination by Cox and elected or appointed pursuant to the provisions of Section 2.1(d) or Section 2.2 of the Third Amended and Restated Stockholders Agreement.

I. “Cox Letter Agreement” has the meanings set forth in the Third Amended and Restated Stockholders Agreement.

J. “Cox Parties” or “Cox Party” have the meanings set forth in the Third Amended and Restated Stockholders Agreement.

K. “Change of Control” means a transaction or series of related transactions which would result in (i) the then-existing stockholders of the Corporation (on an as-converted or as-exchanged basis) prior to the transaction, or prior to the first transaction if a series of related transactions, no longer having, directly or indirectly, a Voting Interest of 50% or more of the Corporation or any successor company or (ii) any change in the composition of the Board of Directors resulting in the persons constituting the Board of Directors prior to the transaction, or prior to the first transaction if a series of related transactions, ceasing to constitute a majority of the Board of Directors or any successor board of directors (or comparable governing body).

L. “Closing” has the meaning set forth in the Transaction Agreement.

M. “Charter Holdings” means Charter Communications Holdings, LLC, a Delaware limited liability company.

N. “Charter Holdings Class B Common Units” means the Class B Common Units of Charter Holdings.

O. “Charter Holdings Class C Common Units” means the Class C Common Units of Charter Holdings.

P. “Charter Holdings Common Units” means the Common Units of Charter Holdings.

Q. “Charter Holdings Preferred Units” means the Preferred Units of Charter Holdings.

R. “Charter Holdings Units” means the Charter Holdings Common Units, the Charter Holdings Class B Common Units, the Charter Holdings Class C Common Units and the Charter Holdings Preferred Units.

S. “Transaction Agreement” means the Transaction Agreement, dated and as in effect as of May 16, 2025, by and among Charter Communications, Inc., Cox and Charter Holdings.

T. “Equity Interest” means, with respect to either Investor Party, as of any date of determination, the percentage represented by the quotient of, without duplication, (i) the number of shares of Class A Common Stock owned (whether of record or book-entry through a brokerage account held in the name of such Investor Party or its Affiliates) by such Investor Party or its Affiliates and that would be owned (whether of record or book-entry through a brokerage account held in the name of such Investor Party or its Affiliates) by such person on a Fully Exchanged Basis *divided by* (ii) the number of shares of Class A Common Stock that would be outstanding on a Fully Exchanged Basis and fully diluted basis.

U. “Equity Securities” means any equity securities of the Corporation or securities convertible into or exercisable or exchangeable for equity securities of the Corporation.

V. “Exchange Act” means the Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

W. “Exchange Agreement” has the meaning set forth in the Transaction Agreement.

X. "Excluded Matter" includes each of the following: (i) any vote of the Corporation's stockholders on a Change of Control or a sale of all or substantially all of the Corporation's assets; (ii) any vote of the Corporation's stockholders to approve any bankruptcy plan or pre-arranged financial restructuring with the creditors of the Corporation or of Charter Holdings; (iii) any vote of the Corporation's stockholders to approve the creation of a new class of shares of the Corporation or a new class of units of Charter Holdings; (iv) with respect to each Investor Party, any vote of the Corporation's stockholders to approve any matter not in the ordinary course and relating to a transaction involving the other Investor Party or any of its Affiliates; (v) with respect to an A/N Party, any vote of the Corporation's stockholders in respect of any resolution that would in any way diminish the voting power of the Class B Common Stock compared to the voting power of the Class A Common Stock or the Class C Common Stock; and (vi) with respect to a Cox Party, any vote of the Corporation's stockholders in respect of any resolution that would in any way diminish the voting power of the Class C Common Stock compared to the voting power of the Class A Common Stock or the Class B Common Stock.

Y. "Existing A/N Letter Agreement" has the meanings set forth in the Third Amended and Restated Stockholders Agreement.

Z. "Fully Exchanged Basis" means assuming that all Charter Holdings Class B Common Units and Charter Holdings Class C Common Units were exchanged into shares of Class A Common Stock, and all Charter Holdings Preferred Units were converted into Charter Holdings Class C Common Units and subsequently exchanged into shares of Class A Common Stock, in each case in accordance with the terms of this Certificate of Incorporation, the LLC Agreement and the Exchange Agreement, such that the Corporation was the sole holder of Charter Holdings Units.

AA. "Independent" means, with respect to any person, independent within the meaning of SEC and stock exchange rules and under the applicable person's corporate governance guidelines, and with no material affiliation or other material business, professional or investment relationship with the A/N Parties or the Cox Parties other than by virtue of his or her relationship with Charter Communications, Inc.

BB. "Investor Director" means any of the A/N Directors or the Cox Directors, as applicable; and "Investor Directors" means all of the A/N Directors and Cox Directors, collectively.

CC. "Investor Party" means either of A/N or Cox, as applicable; and "Investor Parties" means A/N and Cox, collectively.

DD. "LLC Agreement" has the meaning set forth in the Transaction Agreement.

EE. "person" shall mean any natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, foundation, unincorporated organization or government or other agency or political subdivision thereof.

FF. "SEC" means the U.S. Securities and Exchange Commission.

GG. "Third Amended and Restated Stockholders Agreement" means the Third Amended and Restated Stockholders Agreement, dated as of August 19, 2026 (without giving effect to any amendments after August 19. 2026), by and among Charter Communications, Inc., Cox and A/N.

HH. "Total Voting Power" means the total number of votes that may be cast generally in the election of directors of the Corporation if all outstanding Voting Securities were present and voted at a meeting held for such purpose (provided that this calculation shall take into account the number of votes represented by the shares of Class B Common Stock and shares of Class C Common Stock outstanding).

II. "Unaffiliated Director" means a member of the Board of Directors who is not an Investor Director.

JJ. "Voting Cap" means (i) in the case of Cox, 30%; and (ii) in the case of A/N, 15%.

KK. "Voting Interest" means, with respect to any person, as of any date of determination, the percentage equal to the quotient of (a) the total number of votes that may be cast generally in the election of directors of the Corporation by such person and its Affiliates at a meeting held for such purpose (provided that with respect to determining the Voting Interest of A/N and Cox, the calculation pursuant to this clause (a) shall take into account the number of votes represented by the shares of Class B Common Stock and the shares of Class C Common Stock, respectively, outstanding) *divided by* (b) the Total Voting Power.

LL. "Voting Securities" means the shares of Class A Common Stock, shares of Class B Common Stock and shares of Class C Common Stock, and any securities of the Corporation entitled to vote generally for the election of directors of the Corporation.

[*Remainder of this Page Intentionally Left Blank*]

IN WITNESS WHEREOF, this Second Amended and Restated Certificate of Incorporation, which restates, integrates and further amends the provisions of the Amended and Restated Certificate of Incorporation, as amended, and which was duly made, executed and acknowledged in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, has been signed on August 19, 2026.

CHARTER COMMUNICATIONS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

Exhibit A

CERTIFICATE OF DESIGNATIONS OF
SERIES A CUMULATIVE REDEEMABLE PREFERRED STOCK OF
CHARTER COMMUNICATIONS, INC.

Charter Communications, Inc., a Delaware corporation (the "Corporation"), does hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation under authority conferred upon the Board of Directors by the provisions of the Amended and Restated Certificate of Incorporation of the Corporation, as amended:

"RESOLVED, that pursuant to the authority set forth in Article Fourth, Section D of the Amended and Restated Certificate of Incorporation of Charter Communications, Inc. (the "Corporation"), as amended, the board of directors of the Corporation hereby designates 7,300,000 shares of the authorized and unissued preferred stock, par value $0.001 per share, of the Corporation as "Series A Cumulative Redeemable Preferred Stock" (the "Series A Preferred Stock"), with such Series A Preferred Stock having the following powers, designations, preferences and relative, participating, optional or other rights, and qualifications, limitations or restrictions:

1. Certain Definitions. For purposes of this Certificate of Designations, the following terms shall have the meanings ascribed below:

"Amended and Restated Certificate" shall mean the Amended and Restated Certificate of Incorporation of the Corporation, as amended from time to time.

"Board of Directors" or "Board" shall mean the Board of Directors of the Corporation and, unless the context indicates otherwise, shall also mean, to the extent permitted by law, any committee thereof authorized, with respect to any particular matter, to exercise the power of the Board of Directors of the Corporation with respect to such matter.

"Business Day" shall mean any weekday that is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to be closed.

"Capital Stock" shall mean any and all shares of capital stock of the Corporation.

"Class A Common Stock" shall mean the Class A common stock, par value $0.001 per share, of the Corporation.

"Class B Common Stock" shall mean the Class B common stock, par value $0.001 per share, of the Corporation.

"Common Stock" shall mean the common stock, par value $0.001 per share, of the Corporation (including the Class A Common Stock and the Class B Common Stock).

"Corporation" shall mean Charter Communications, Inc.

"Debt Instrument" shall mean any note, bond, debenture, indenture, guarantee or other instrument or agreement evidencing any Indebtedness, whether existing at the effective time of this Certificate of Designations or thereafter created, incurred, assumed or guaranteed.

"Dividend Accrual Commencement Date" shall mean the LBRD Dividend Payment Date immediately preceding the LBRD Merger Effective Time; provided, however, that in the event that the board of directors of LBRD shall have declared a dividend payable on the LBRD Series A Preferred Stock in accordance with Section 2 of the LBRD Certificate of Designations and the LBRD Dividend Payment Date therefor (the "Pending Dividend Payment Date") shall not have occurred prior to the LBRD Merger Effective Time and the record date therefor shall have occurred prior to the LBRD Merger Effective Time, then the Dividend Accrual Commencement Date shall mean the Pending Dividend Payment Date. The date that is the Dividend Accrual Commencement Date shall be filed with the books and records of the Corporation and will be furnished by the Corporation, on request and without cost, to any stockholder of the Corporation.

"Dividend Payment Date" shall mean January 15, April 15, July 15 and October 15 of each year, commencing on the first such date following the Dividend Accrual Commencement Date.

"Dividend Period" shall mean the period from and including the Dividend Accrual Commencement Date to (but not including) the first Dividend Payment Date and each three (3) month period from and including the Dividend Payment Date for the preceding Dividend Period to (but not including) the Dividend Payment Date for such Dividend Period.

"Dividend Rate" shall mean the dividend rate accruing on the Series A Preferred Stock, as applicable from time to time pursuant to this Certificate of Designations.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Indebtedness" shall mean (i) any liability, contingent or otherwise, of the Corporation or any Subsidiary (x) for borrowed money (whether or not the recourse of the lender is to the whole of the assets of the Corporation or any Subsidiary or only to a portion thereof), (y) evidenced by a note, debenture or similar instrument (including a purchase money obligation) given other than in connection with the acquisition of inventory or similar property in the ordinary course of business, or (z) for the payment of money relating to indebtedness represented by obligations under a lease that is required to be capitalized for financial accounting purposes in accordance with generally accepted accounting principles; (ii) any liability of others described in the preceding clause (i) which the Corporation or any Subsidiary has guaranteed or which is otherwise its legal liability; (iii) any obligations secured by any mortgage, pledge, lien, encumbrance, charge or adverse claim affecting title or resulting in an encumbrance against any real or personal property, or a security interest of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction) to which the property or assets of the Corporation or any Subsidiary are subject whether or not the obligations secured thereby shall have been assumed by or shall otherwise be the Corporation's or any Subsidiary's legal liability; and (iv) any amendment, renewal, extension or refunding of any liability of the types referred to in clause (i), (ii) or (iii) above.

"Junior Stock" shall mean the Common Stock and any other class or series of Capital Stock now existing, or authorized after, the effective time of this Certificate of Designations, other than the Series A Preferred Stock, any class or series of Parity Stock, and any class or series of Senior Stock.

"LBRD" shall mean Liberty Broadband Corporation, a corporation incorporated in the State of Delaware on June 26, 2014 (which, for the avoidance of doubt, will be merged with and into Fusion Merger Sub 1, LLC, a Delaware limited liability company, pursuant to the LBRD Merger Agreement).

"LBRD Certificate of Designations" shall mean the Certificate of Designations of LBRD in respect of the LBRD Series A Preferred Stock filed with the Secretary of State of the State of Delaware on December 18, 2020.

"LBRD Dividend Payment Date" shall mean any Dividend Payment Date (as defined, for purposes of this definition, in the LBRD Certificate of Designations) in respect of the LBRD Series A Preferred Stock.

"LBRD Merger" shall mean the merger of Fusion Merger Sub 2, Inc., a Delaware corporation, with and into LBRD pursuant to the LBRD Merger Agreement.

"LBRD Merger Agreement" shall mean that certain Agreement and Plan of Merger made and entered into as of November 12, 2024, by and among the Corporation and LBRD (among others), as may be amended from time to time.

"LBRD Merger Effective Time" shall mean the effective time of the Certificate of Merger filed with the Secretary of State of the State of Delaware in connection with the LBRD Merger.

"LBRD Series A Preferred Stock" shall mean the Series A Cumulative Redeemable Preferred Stock of LBRD authorized by the LBRD Certificate of Designations.

"LBRD Unpaid Dividends" shall mean dividends accrued and unpaid on a share of LBRD Series A Preferred Stock prior to and as of the Dividend Accrual Commencement Date that, in accordance with the provisions of the LBRD Certificate of Designations, have been added to the "Liquidation Price" (as defined, for purposes of this definition, in the LBRD Certificate of Designations) of a share of the LBRD Series A Preferred Stock, and which remained unpaid and a part of the "Liquidation Price" as of the LBRD Merger Effective Time.

"Liquidation Price" measured per share of the Series A Preferred Stock as of any date of determination shall mean the sum of (i) $25, plus (ii) an amount equal to any unpaid dividends (whether or not declared) accrued with respect to such share which pursuant to Section 2(e) of this Certificate of Designations have been added to and then remain part of the Liquidation Price as of such date plus (iii) an amount equal to any LBRD Unpaid Dividends which remain part of the Liquidation Price as of such date.

"Parity Stock" shall mean any class or series of Capital Stock that expressly ranks on a parity basis with the Series A Preferred Stock as to the dividend rights, rights of redemption and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

"Penalty Rate" shall mean the Stated Rate plus two percent (2.00%) per annum of the Liquidation Price of each share of Series A Preferred Stock.

"Person" shall mean any natural person, corporation, company, limited liability company, general or limited partnership, trust, estate, proprietorship, joint venture, association, organization or other entity.

"Publicly Traded" shall mean, with respect to shares of capital stock or other securities, that such shares or other securities are traded on a U.S. national securities exchange or U.S. national securities market or quoted on the over-the-counter market.

"Record Date" for the dividends payable on any Dividend Payment Date shall mean the date fifteen (15) days immediately preceding such Dividend Payment Date; provided, that if such date is not a Business Day, the record date shall be the next succeeding Business Day after such date.

"Redemption Date" as to all shares of Series A Preferred Stock shall mean (i) the Scheduled Redemption Date, and (ii) any date following the Scheduled Redemption Date on which shares of Series A Preferred Stock are redeemed pursuant to Section 4(b) of this Certificate of Designations.

"Redemption Price" shall mean the Liquidation Price plus all unpaid dividends (whether or not declared) accrued from the most recent Dividend Payment Date through the Redemption Date.

"Registrar" shall mean the Transfer Agent acting in its capacity as registrar for the Series A Preferred Stock, and its successors and assigns.

"Scheduled Redemption Date" shall mean the first (1st) Business Day following March 8, 2039.

"Senior Stock" shall mean any class or series of Capital Stock that expressly ranks senior to the Series A Preferred Stock and has preference or priority over the Series A Preferred Stock as to dividend rights, rights of redemption and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

"Series A Dividend Amount" shall mean, for any Dividend Payment Date, the amount accrued and payable by the Corporation as a dividend per share of Series A Preferred Stock, as determined pursuant to Section 2(a) of this Certificate of Designations (and as such amount is subject to adjustment from time to time pursuant to Section 2(b) and 2(c) of this Certificate of Designations).

"Series A Preferred Stock" shall mean the Series A Cumulative Redeemable Preferred Stock of the Corporation.

"Stated Rate" shall mean seven percent (7.00%) per annum of the Liquidation Price of each share of Series A Preferred Stock.

"Subsidiary" shall mean any company or corporate entity for which a Person owns, directly or indirectly, an amount of the voting securities, other voting rights or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, more than 50% of the equity interests of such company or corporate entity).

"Transfer Agent" shall mean the Person acting as transfer agent, Registrar and paying agent for the Series A Preferred Stock, and its successors and assigns.

"Votes Per Share" shall mean one-third (1/3) of a vote, as such number may be adjusted pursuant to Section 6(c) of this Certificate of Designations.

"Voting Power" shall mean the aggregate voting power of the shares of Series A Preferred Stock outstanding as a percentage of the aggregate voting power of the outstanding shares of Common Stock, together with the shares of Series A Preferred Stock, which are entitled to vote on any matter on which the holders of the Common Stock and Series A Preferred Stock vote together as a single class.

2. Dividends.

(a) Subject to the prior preferences and other rights of any Senior Stock and the provisions of Section 2(g) of this Certificate of Designations, the holders of the Series A Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, preferential dividends that shall accrue and cumulate as provided herein. Dividends on each share of Series A Preferred Stock shall accrue on a daily basis at the Dividend Rate of the Stated Rate from and including the Dividend Accrual Commencement Date (which, for the avoidance of doubt, may be prior to the effective time of this Certificate of Designations and prior to the time any shares of Series A Preferred Stock have been issued) to and including the date on which the Liquidation Price or Redemption Price of such share is paid pursuant to Section 3 or Section 4 of this Certificate of Designations, respectively, whether or not such dividends have been declared and whether or not there are any funds of the Corporation legally available for the payment of dividends, and such dividends shall be cumulative; provided, however, if on the Dividend Accrual Commencement Date a Dividend Default exists, then the Dividend Rate shall accrue in accordance with the terms and subject to the conditions of Section 2(b) below, as applicable. Accrued dividends on the Series A Preferred Stock shall be payable, in accordance with the terms and conditions set forth in this Certificate of Designations, quarterly on each Dividend Payment Date, to the holders of record of the Series A Preferred Stock as of the close of business on the applicable Record Date; provided, however, if any such payment date is not a Business Day, then payment of any dividend otherwise payable on that date will be made on the next succeeding day that is a Business Day, without any interest or other payment in respect of such delay. For purposes of determining the amount of dividends "accrued" (i) as of any date that is not a Dividend Payment Date, such amount shall be calculated on the basis of the foregoing rate per annum for actual days elapsed from the last preceding Dividend Payment Date (or in the event the first Dividend Payment Date has not yet occurred, the Dividend Accrual Commencement Date) to the date as of which such determination is to be made, based on a 365-day year, and (ii) as of any Dividend Payment Date, such amount shall be calculated on the basis of the foregoing rate per annum, based on a 360-day year of twelve 30-day months.

(b) If the Corporation fails to pay cash dividends on the Series A Preferred Stock in full for any four (4) consecutive or non-consecutive Dividend Periods, including, without limitation, any failure to pay as a result of Section 2(d) of this Certificate of Designations (a "Dividend Default"), then:

(i) the Dividend Rate shall increase to the Penalty Rate, commencing on the first day after the Dividend Payment Date on which a Dividend Default occurs and for each subsequent Dividend Period thereafter; provided, however, that the Dividend Rate will revert to the Stated Rate at such time as the Corporation has paid all LBRD Unpaid Dividends (if any) and all accrued and unpaid dividends (whether or not declared) which pursuant to Section 2(e) of this Certificate of Designations have been added to and then remain part of the Liquidation Price as of such date; and

(ii) when the Dividend Default is cured and the Dividend Rate reverts to the Stated Rate, each subsequent Dividend Default shall not occur until the Corporation has an additional four (4) failures to pay cash dividends on the Series A Preferred Stock, whether consecutive or non-consecutive after the prior Dividend Default has been cured.

For purposes of determining whether the first instance of a Dividend Default (if any) has occurred after the effective time of this Certificate of Designations (but not for any subsequent Dividend Default), any failure to pay cash dividends by LBRD on shares of the LBRD Series A Preferred Stock pursuant to the LBRD Certificate of Designations on any LBRD Dividend Payment Date shall be considered to have been a failure to pay cash dividends on the Series A Preferred Stock on a Dividend Payment Date pursuant to this Certificate of Designations until such time as any LBRD Unpaid Dividends no longer remain part of the Liquidation Price when repaid in accordance with this Section 2 of this Certificate of Designations.

(c) If at any time or from time to time the Series A Preferred Stock fails to be Publicly Traded for ninety (90) consecutive days or longer (a "Listing Default"), then the Dividend Rate shall increase to the Penalty Rate, commencing on the day after the Listing Default and continuing until such time as the Corporation has cured the Listing Default by again causing the Series A Preferred Stock to be Publicly Traded, at which time the Dividend Rate shall revert to the Stated Rate.

(d) If, on any Dividend Payment Date, the Corporation, pursuant to applicable law or the terms of any Debt Instrument or Senior Stock, shall not have funds legally available to pay or otherwise be prohibited or restricted from paying to the holders of the Series A Preferred Stock the full Series A Dividend Amount to which such holders are entitled and to the holders of any Parity Stock then entitled to receive payment of a dividend the full amount to which such holders are entitled, the amount available for such payment pursuant to applicable law and which is not restricted or prohibited by the terms of any Debt Instrument or Senior Stock shall be distributed, when and as declared by the Board of Directors, among the holders of the Series A Preferred Stock and any Parity Stock to which dividends are then owed ratably in proportion to the full amounts to which they would otherwise be entitled.

(e) To the extent the Series A Dividend Amount is not paid in full on a Dividend Payment Date for any reason, all dividends (whether or not declared) that have accrued on a share of Series A Preferred Stock during the Dividend Period ending on such Dividend Payment Date and which are unpaid will be added to the Liquidation Price (as provided in the definition thereof) of such share and will remain a part thereof until such dividends are paid, together with all dividends that have accrued to the date of such payment with respect to that portion of the Liquidation Price which consists of such accrued and unpaid dividends. Such accrued and unpaid dividends, together with any LBRD Unpaid Dividends, and, collectively, with all unpaid dividends accrued thereon, may be declared and paid at any time (subject to the concurrent satisfaction of any dividend arrearages then existing with respect to any Parity Stock), without reference to any regular Dividend Payment Date, to holders of record as of the close of business on such date, not more than sixty (60) days preceding the payment date thereof, as may be fixed by the Board of Directors (the "Special Record Date") and, to the extent LBRD Unpaid Dividends are so paid, they will no longer be a part of the Liquidation Price.

(f) Notice of each Special Record Date shall be mailed, first class, postage prepaid, to the holders of record of the Series A Preferred Stock at their respective addresses as the same appear on the books of the Corporation (which may include the records of the Transfer Agent) or are supplied by them in writing to the Corporation for the purpose of such notice.

(g) So long as any shares of Series A Preferred Stock shall be outstanding, the Corporation shall not declare or pay any dividend whatsoever with respect to any Junior Stock or any Parity Stock, whether in cash, property or otherwise, nor shall the Corporation declare or make any distribution on any Junior Stock or any Parity Stock, or set aside any cash or property for any such purposes, nor shall any Junior Stock or Parity Stock be purchased, redeemed or otherwise acquired by the Corporation or any of its Subsidiaries, nor shall any monies be paid, set aside for payment or made available for a sinking fund for the purchase or redemption of any Junior Stock or Parity Stock, unless and until (i) all dividends to which the holders of the Series A Preferred Stock shall have been entitled for all current and all previous Dividend Periods, and all LBRD Unpaid Dividends, shall have been paid or declared and the consideration sufficient for the payment thereof set aside so as to be available for the payment thereof and (ii) the Corporation shall have paid, in full, or set aside the consideration sufficient for the payment thereof, all redemption payments with respect to the Series A Preferred Stock that it is then obligated to pay; provided, however, that nothing contained in this Section 2(g) of this Certificate of Designations shall prevent (A) purchases, redemptions or other acquisitions of shares of Junior Stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors or consultants; (B) purchases of shares of Junior Stock pursuant to a contractually binding requirement to buy stock, including under a stock repurchase plan, provided that such contract or plan was entered into prior to the Corporation's failure to pay dividends on the Series A Preferred Stock (or, in the case of LBRD Unpaid Dividends, prior to or on the date upon which LBRD failed to pay dividends on the LBRD Series A Preferred Stock pursuant to and in accordance with the LBRD Certificate of Designations); (C) exchanges or conversions of shares of any class or series of Junior Stock, or the securities of another company, for any other class or series of Junior Stock; (D) the purchase of fractional interests in shares of Junior Stock pursuant to the conversion or exchange provisions of such Junior Stock or the security being converted or exchanged; (E) the payment of any dividends in respect of Junior Stock where the dividend is in the form of the same stock as that on which the dividend is being paid; (F) distributions of Junior Stock or rights to purchase Junior Stock; (G) direct or indirect distributions of equity interests of a Subsidiary or other Person (whether by redemption, dividend, share distribution, merger or otherwise) to all or substantially all of the holders of one or more classes or series of Common Stock, on a pro rata basis with respect to each such class or series (other than with respect to the payment of cash in lieu of fractional shares), or such equity interests of such Subsidiary or other Person are available to be acquired by such holders of one more classes or series of Common Stock (including through any rights offering, exchange offer, exercise of subscription rights or other offer made available to such holders), on a pro rata basis with respect to each such class or series (other than with respect to the payment of cash in lieu of fractional shares), whether voluntary or involuntary; (H) stock splits, stock dividends or other distributions, reclassifications, recapitalizations; or (I) the declaration and payment of dividends ratably on the Series A Preferred Stock and each class or series of Parity Stock as to which dividends are payable or in arrears so that the amount of dividends declared and paid per share of the Series A Preferred Stock and per share of each class or series of such Parity Stock are in proportion to the respective total amounts of accrued and unpaid dividends with respect to the Series A Preferred Stock and any LBRD Unpaid Dividends, on the one hand, and all such classes and series of Parity Stock, on the other hand.

3. Distributions Upon Liquidation, Dissolution or Winding Up.

Subject to the prior payment in full of the preferential amounts to which any Senior Stock is entitled, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of shares of the Series A Preferred Stock shall be entitled to receive from the assets of the Corporation available for distribution to the stockholders, before any payment or distribution shall be made to the holders of any Junior Stock, an amount in property or cash, as determined by the Board of Directors in good faith, or a combination thereof, per share, equal to the Liquidation Price plus all unpaid dividends (whether or not declared) accrued through the date of distribution of amounts payable to holders of Series A Preferred Stock in connection with such liquidation, dissolution or winding up of the Corporation since the immediately preceding Dividend Payment Date (or, if such date of distribution occurs prior to the first Dividend Payment Date, since the Dividend Accrual Commencement Date), which payment shall be made *pari passu* with any such payment made to the holders of any Parity Stock. The holders of the Series A Preferred Stock shall be entitled to no other or further distribution of or participation in any remaining assets of the Corporation after receiving in full the amount set forth in the immediately preceding sentence. If, upon distribution of the Corporation's assets in liquidation, dissolution or winding up, the assets of the Corporation to be distributed among the holders of the Series A Preferred Stock and to all holders of any Parity Stock shall be insufficient to permit payment in full to such holders of the preferential amounts to which they are entitled, then the entire assets of the Corporation to be distributed to holders of the Series A Preferred Stock and such Parity Stock shall be distributed pro rata to such holders based upon the aggregate of the full preferential amounts to which the shares of Series A Preferred Stock and such Parity Stock would otherwise respectively be entitled. Neither the consolidation or merger of the Corporation with or into any other corporation or corporations nor the sale, transfer or lease of all or substantially all the assets of the Corporation shall itself be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 3 of this Certificate of Designations. Notice of the liquidation, dissolution or winding up of the Corporation shall be mailed, first class mail, postage prepaid, not less than twenty (20) days prior to the date on which such liquidation, dissolution or winding up is expected to take place or become effective, to the holders of record of the Series A Preferred Stock at their respective addresses as the same appear on the books of the Corporation (which may include the records of the Transfer Agent) or are supplied by them in writing to the Corporation for the purpose of such notice.

4. Mandatory Redemption.

(a) Redemption. On the Scheduled Redemption Date, the Corporation shall redeem all outstanding shares of Series A Preferred Stock out of funds legally available therefor at the Redemption Price per share, in cash. For the avoidance of doubt, any shares of Series A Preferred Stock that remain outstanding after the Scheduled Redemption Date shall continue to accrue dividends in accordance with the provisions in Section 2 of this Certificate of Designations for so long as such shares remain outstanding. The Corporation shall not redeem any shares of Series A Preferred Stock except as expressly authorized in this Section 4 of this Certificate of Designations.

(b) Partial Redemption. If on the Scheduled Redemption Date, the Corporation, pursuant to applicable law or the terms of any Debt Instrument or Senior Stock, shall not have funds legally available to redeem or otherwise be prohibited or restricted from redeeming all shares of Series A Preferred Stock, those funds that are legally available and not so restricted or prohibited will be used to redeem the maximum possible number of such shares of Series A Preferred Stock. At any time and from time to time thereafter when additional funds of the Corporation are legally available and not so restricted for such purpose, such funds shall be used in their entirety to redeem the shares of Series A Preferred Stock that the Corporation failed to redeem on the Scheduled Redemption Date until the balance of such shares has been redeemed. The shares of Series A Preferred Stock to be redeemed in accordance with this Section 4(b) shall be redeemed pro rata from among the holders of the outstanding shares of Series A Preferred Stock.

(c) Notice of Redemption and Certificates. The Corporation shall mail notice of such redemption to each holder (such notice, a "Notice of Redemption") in accordance with Section 13 of this Certificate of Designations not later than twenty (20) days prior to the Redemption Date. Such Notice of Redemption shall contain: (A) the applicable Redemption Price, (B) the Redemption Date, (C) the instructions a holder must follow with respect to the redemption, including the method for surrendering the certificates for the shares of Series A Preferred Stock to be redeemed for payment of the Redemption Price and (D) any other matters required by law. On or before the applicable Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on such Redemption Date, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Notice of Redemption, and thereupon the Redemption Price for such shares shall be payable to the order of the Person whose name appears on such certificate or certificates as the owner thereof in accordance with the terms and conditions set forth in this Certificate of Designations. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

(d) Deposit of Redemption Price. If the Notice of Redemption shall have been mailed as provided in Section 4(c) of this Certificate of Designations, and if on or before the Redemption Date specified in such Notice of Redemption, the consideration necessary for such redemption shall have been set aside so as to be available therefor and only therefor, then on and after the close of business on the Redemption Date, the shares of Series A Preferred Stock called for redemption, notwithstanding that any certificate therefor shall not have been surrendered for cancellation, shall automatically be redeemed and no longer be deemed outstanding, and all rights with respect to such shares shall forthwith cease and terminate, except the right of the holders thereof to receive upon surrender of their certificates the consideration payable upon redemption thereof.

(e) Status of Redeemed Shares. Any shares of Series A Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation shall not be reissued as Series A Preferred Stock.

(f) Certain Restrictions. If and so long as the Corporation shall fail to redeem on the Scheduled Redemption Date all shares of Series A Preferred Stock required to be redeemed on such date, the Corporation shall not redeem, or discharge any sinking fund obligation with respect to, any Parity Stock or Junior Stock, and shall not purchase or otherwise acquire any shares of Series A Preferred Stock, Parity Stock or Junior Stock, unless and until all then outstanding shares of Series A Preferred Stock are redeemed pursuant to the terms hereof. Nothing contained in this Section 4(f) of this Certificate of Designations shall prevent (i) the purchase or acquisition by the Corporation of shares of Series A Preferred Stock and Parity Stock pursuant to a purchase or exchange offer or offers made to holders of all outstanding shares of Series A Preferred Stock and Parity Stock, provided that (A) as to holders of all outstanding shares of Series A Preferred Stock, the terms of the purchase or exchange offer for all such shares are identical, (B) as to holders of all outstanding shares of a particular series or class of Parity Stock, the terms of the purchase or exchange offer for all such shares are identical, and (C) as among holders of all outstanding shares of Series A Preferred Stock and Parity Stock, the terms of each purchase or exchange offer or offers are substantially identical relative to the liquidation price of the shares of Series A Preferred Stock and each series or class of Parity Stock, (ii) the purchase or acquisition by the Corporation of shares of Series A Preferred Stock, Parity Stock or Junior Stock in exchange for (together with a cash adjustment for fractional shares, if any), or through the application of the proceeds of the sale of, shares of Junior Stock, or (iii) the redemption, purchase or other acquisition of Junior Stock solely in exchange for shares of Junior Stock.

5. Protective Provisions.

(a) In addition to any vote required by this Certificate of Designations, the Amended and Restated Certificate or by applicable law, for so long as any of the shares of Series A Preferred Stock shall remain outstanding, the Corporation shall not, without the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be), separately as a series:

(i) amend, alter or repeal any provision of this Certificate of Designations, whether by merger, share exchange, consolidation or otherwise, in a manner that adversely affects the powers, preferences or rights of the Series A Preferred Stock set forth in the Amended and Restated Certificate (including this Certificate of Designations) (including, without limitation, any such amendment or alteration that would reduce the Liquidation Price or Dividend Rate of the Series A Preferred Stock), unless in each such case each share of Series A Preferred Stock (x) shall remain outstanding without a material and adverse change to the powers, or rights of the Series A Preferred Stock or (y) shall be converted into or exchanged for preferred stock of the surviving entity having powers, preferences and rights substantially identical to that of a share of Series A Preferred Stock (except for any changes to such powers, preferences or rights that do not materially and adversely affect the Series A Preferred Stock and, if permitted by law, the payment of cash in lieu of fractional shares); or

(ii) authorize, create or issue, or increase the authorized or issued amount of, any class of Senior Stock or reclassify any of the authorized Capital Stock into such shares of Senior Stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such shares of Senior Stock.

(b) If the Corporation shall propose to take action specified in Section 5(a)(i) hereof, then the Corporation shall give notice of such proposed amendment, alteration or repeal to each holder of record of the shares of Series A Preferred Stock appearing on the stock books of the Corporation (which may include the records of the Transfer Agent) as of the date of such notice at the address of said holder shown therein and shall cause to be filed with the Transfer Agent a copy of such notice. Such notice shall specify the material terms of such amendment, alteration or repeal. Such notice shall be given at least twenty (20) Business Days prior to the effective date of such amendment, alteration or repeal. If at any time the Corporation shall abandon or cancel the proposed action for which notice has been given under this Section 5(b) of this Certificate of Designations prior to the effective date of such proposed action, the Corporation shall give prompt notice of such abandonment or cancellation to each holder of record of the shares of Series A Preferred Stock appearing on the stock books of the Corporation (which may include the records of the Transfer Agent) as of the date of such notice at the address of said holder shown therein.

(c) In any merger or consolidation, which merger or consolidation by its terms provides for the payment of only cash to the holders of shares of Series A Preferred Stock, each holder of shares of Series A Preferred Stock shall be entitled to receive an amount equal to the Liquidation Price of the shares of Series A Preferred Stock held by such holder, plus an amount equal to the accrued and unpaid dividends (whether or not declared) on such shares since the immediately preceding Dividend Payment Date (or if the first Dividend Payment Date has not occurred, since the Dividend Accrual Commencement Date), in exchange for such shares of Series A Preferred Stock.

6. Voting.

(a) The shares of Series A Preferred Stock are hereby designated as a "Voting Security" for purposes of the Amended and Restated Certificate. The holders of shares of Series A Preferred Stock shall be entitled to vote together as a class generally with the holders of the Common Stock on all matters submitted to a vote of the holders of the Common Stock (together with the holders of any class or series of Senior Stock, Parity Stock or Junior Stock then entitled to vote together as a class with the holders of the Common Stock), except as required in this Certificate of Designations or by applicable law. Each record holder of shares of Series A Preferred Stock shall be entitled to the Votes Per Share for each share of Series A Preferred Stock held by such holder as of the record date for determining stockholders entitled to vote in accordance with Delaware law. The holders of Series A Preferred Stock shall be entitled to notice of any meeting of holders of the Common Stock in accordance with the Bylaws of the Corporation.

(b) Each holder of Series A Preferred Stock will be entitled to the Votes Per Share on any matter on which holders of Series A Preferred Stock are entitled to vote separately as a class or series, whether at a meeting or by written consent.

(c) In the event of any stock split, stock dividend or other distribution, reclassification, recapitalization or similar event affecting the Common Stock and the aggregate number of votes that may be cast by the holders of the Common Stock, voting together as a separate class or series (each such event, an "Adjustment Event"), the Votes Per Share shall be adjusted, to the nearest tenth of a vote per share of Series A Preferred Stock, from and after such Adjustment Event such that the Voting Power immediately prior to such Adjustment Event shall be substantially equivalent to the Voting Power immediately following such Adjustment Event.

7. Preemptive Rights.

The holders of the Series A Preferred Stock will not have any preemptive right to subscribe for or purchase any Capital Stock or other securities which may be issued by the Corporation.

8. Creation of Capital Stock.

Notwithstanding anything set forth in the Amended and Restated Certificate or this Certificate of Designations, except as provided in Section 5(a)(ii) hereof, the Board of Directors, or any duly authorized committee thereof, without the vote of the holders of the Series A Preferred Stock, may authorize and issue additional shares of Capital Stock.

9. No Sinking Fund.

Shares of Series A Preferred Stock shall not be subject to or entitled to the operation of a retirement or sinking fund.

10. Exclusion of Other Rights.

Except as may otherwise be required by law and except for the equitable rights and remedies that may otherwise be available to holders of Series A Preferred Stock, the shares of Series A Preferred Stock shall not have any powers, designations, preferences, or relative, participating, optional or other rights, other than those specifically set forth in this Certificate of Designations.

11. Replacement Certificates.

If physical certificates representing shares of Series A Preferred Stock are issued, the Corporation shall replace any mutilated certificate at the holder's expense upon surrender of that certificate to the Transfer Agent. The Corporation shall replace certificates representing shares of Series A Preferred Stock that become destroyed, stolen or lost at the holder's expense upon delivery to the Corporation and the Transfer Agent of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Transfer Agent and the Corporation.

12. Taxes.

(a) Transfer Taxes. The Corporation shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Series A Preferred Stock or other securities issued on account of Series A Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series A Preferred Stock or other securities in a name other than that in which the shares of Series A Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any Person other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(b) Withholding. All payments and distributions (or deemed distributions) on the shares of Series A Preferred Stock shall be subject to withholding and backup withholding of tax to the extent required by applicable law, and amounts withheld, if any, shall be treated as received by holders.

13. Notices.

All notices referred to in this Certificate of Designations shall be in writing and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of (i) receipt thereof, (ii) three (3) Business Days after the mailing thereof if sent by registered or certified mail (unless first class mail shall be specifically permitted for such notice under the terms of this Certificate of Designations) with postage prepaid, or (iii) one (1) Business Day after the mailing thereof if sent by overnight courier, addressed: (x) if to the Corporation, to its principal place of business (Attention: General Counsel), (y) if to any holder of Series A Preferred Stock, to such holder at the address of such holder as listed in the stock record books of the Corporation (which may include the records of the Transfer Agent) or (z) to such other address as the Corporation or any such holder, as the case may be, shall have designated by notice similarly given.

14. Facts Ascertainable.

The Secretary of the Corporation shall also maintain a written record of (i) the number of shares of Series A Preferred Stock issued to a holder, and the date of each such issuance, and (ii) the Votes Per Share of the shares of Series A Preferred Stock (as may be adjusted pursuant to Section 6(c) of this Certificate of Designations) and the dates and descriptions of all Adjustment Events, and, in each case, shall furnish such written record without cost to any stockholder who so requests.

15. Waiver.

Notwithstanding any provision in this Certificate of Designations to the contrary, any provision contained in this Certificate of Designations and any right of the holders of Series A Preferred Stock granted hereunder may be waived as to all shares of Series A Preferred Stock (and the holders thereof) upon the written consent of the Board of Directors (or an authorized committee thereof) and the holders of a majority of the shares of Series A Preferred Stock then outstanding.

16. Information Rights.

During any period in which the Corporation is not subject to Section 13 or 15(d) of the Exchange Act and any shares of Series A Preferred Stock are outstanding, the Corporation will use its reasonable efforts to (a) transmit by mail (or other permissible means under the Exchange Act) to all holders of Series A Preferred Stock, as their names and addresses appear on the record books of the Corporation (which may include the records of the Transfer Agent) and without cost to such holders, copies of the annual reports on Form 10-K and quarterly reports on Form 10-Q that the Corporation would have been required to file with the Securities and Exchange Commission (the "SEC") pursuant to Section 13 or 15(d) of the Exchange Act if it were subject thereto (other than any exhibits that would have been required); and (b) promptly, upon request, supply copies of such reports to any holders or prospective holder of Series A Preferred Stock. The Corporation will use its reasonable efforts to mail (or otherwise provide) the information to the holders of the Series A Preferred Stock within fifteen (15) days after the respective dates by which a periodic report on Form 10-K or Form 10-Q, as the case may be, in respect of such information would have been required to be filed with the SEC, if the Corporation were subject to Section 13 or 15(d) of the Exchange Act, in each case, based on the dates on which the Corporation would be required to file such periodic reports if it were a "non-accelerated filer" within the meaning of the Exchange Act.

17. Book Entry.

The Series A Preferred Stock shall be issued initially in the form of one or more fully registered global certificates ("Global Preferred Shares") to a custodian for a securities depositary (the "Depositary") that is a "clearing agency" under Section 17A of the Exchange Act (or with such other custodian as the Depositary may direct), and registered in the name of the Depositary or its nominee, duly executed by the Corporation and authenticated by the Transfer Agent. The number of shares of Series A Preferred Stock represented by Global Preferred Shares may from time to time be increased or decreased by adjustments made on the records of the Transfer Agent and the Depositary as hereinafter provided. Members of, or participants in, the Depositary ("Agent Members") shall have no rights under these terms of the shares of Series A Preferred Stock with respect to any Global Preferred Shares held on their behalf by the Depositary or by the Transfer Agent as the custodian of the Depositary or under such Global Preferred Shares, and the Depositary may be treated by the Corporation, the Transfer Agent and any agent of the Corporation or the Transfer Agent as the absolute owner of such Global Preferred Shares for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Transfer Agent or any agent of the Corporation or the Transfer Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Shares.

Exhibit 3.2

SECOND AMENDED AND RESTATED BYLAWS

OF

CHARTER COMMUNICATIONS, INC.

(As adopted and in effect on August 19, 2026)

ARTICLE I

OFFICES

SECTION 1.1 Delaware Office. The office of Charter Communications, Inc. (the "Corporation") within the State of Delaware shall be in the City of Wilmington, County of New Castle.

SECTION 1.2 Other Offices. The Corporation may also have an office or offices and keep the books and records of the Corporation, except as otherwise may be required by law, in such other place or places, either within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.1 Place of Meetings. All meetings of holders of shares of capital stock of the Corporation shall be held at the office of the Corporation in the State of Delaware or at such other place, within or without the State of Delaware, as may from time to time be fixed by the Board or specified or fixed in the respective notices or waivers of notice thereof. The Board, acting in its sole discretion, may determine that any meeting of stockholders will not be held at any place but will be held solely by means of remote communication, and may establish guidelines and procedures in accordance with applicable provisions of the General Corporation Law of the State of Delaware, as it may be amended (the "DGCL") and any other applicable law or regulation for stockholder and proxyholder participation in a stockholder meeting by means of remote communication. Subject to such guidelines and procedures as the chairman of the meeting may adopt, stockholders and proxyholders not physically present at a stockholder meeting held by means of remote communication may be deemed present in person, may participate in the meeting and may vote, whether such meeting is to be held at a designated place or solely by means of remote communication; provided, however, that (a) the Corporation shall implement measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (b) the Corporation shall implement measures to provide such stockholders and proxyholders an opportunity to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation or a delegate thereof.

SECTION 2.2 Annual Meetings. An annual meeting of stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting (an "Annual Meeting") shall, if required by law, be held at such place, on such date, and at such time as the Board shall fix.

SECTION 2.3 Special Meetings. Except as required by law and subject to the rights of holders of any series of Preferred Stock (as defined in the Certificate of Incorporation), special meetings of stockholders may be called at any time only by the Chairman of the Board, the Chief Executive Officer or by the Board pursuant to a resolution approved by a majority of the then authorized number of directors. Any such call must specify the matter or matters to be acted upon at such meeting and only such matter or matters shall be acted upon thereat.

SECTION 2.4 Notice of Meetings. Except as otherwise required by law, notice of each meeting of stockholders, whether an Annual Meeting or a special meeting, shall state the purpose or purposes of the meeting, the place, date and hour of the meeting and, unless it is an Annual Meeting, shall indicate that the notice is being issued by or at the direction of the person or persons calling the meeting and shall be given not less than ten (10) or more than sixty (60) days before the date of said meeting, to each stockholder entitled to vote at such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to each stockholder at such stockholder's address as it appears on the stock records of the Corporation. Notice of an adjourned meeting need not be given if the date, time and place to which the meeting is to be adjourned was announced at the meeting at which the adjournment was taken, unless (1) the adjournment is for more than thirty (30) days, or (2) the Board shall fix a new record date for such adjourned meeting after the adjournment. The attendance of a stockholder at a meeting, in person or by proxy, without protesting at the commencement of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by the stockholder. Any meeting of the stockholders may be rescheduled, postponed or cancelled by the Board, and the Corporation shall publicly announce such rescheduling, postponement or cancellation.

SECTION 2.5 Quorum. At each meeting of stockholders of the Corporation, the holders of shares having a majority of the voting power of the capital stock of the Corporation issued and outstanding and entitled to vote thereat present or represented by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by law. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

SECTION 2.6 Adjournments. Any meeting of the stockholders may be adjourned from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof and the means of remote communications, if any, by which holders of shares having a majority of the voting power of the capital stock of the Corporation may be deemed to be present or represented by proxy and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. Regardless of the presence of a quorum, a meeting of the stockholders may be adjourned only by the chairman of the meeting or holders of shares having a majority of the voting power of the capital stock of the Corporation present or represented by proxy at such meeting. If a quorum is present at a meeting that is later adjourned, then a quorum shall also be deemed present at the adjourned session of such meeting, unless a new record date is, or is required by law or these Bylaws to be, set for an adjournment. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting in accordance with the requirements of Section 2.4 hereof shall be given to each stockholder of record entitled to notice of and to vote at the meeting.

SECTION 2.7 Notice of Stockholder Business and Director Nomination.

(a) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board and the proposal of business to be considered by the stockholders may be made at an Annual Meeting only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board or (C) by any stockholder of the Corporation who is a stockholder of record of the Corporation at the time the notice provided for in this Section 2.7 is delivered to the Secretary of the Corporation through the date of the Annual Meeting, who is entitled to vote at the meeting for such director and who complies with the notice and delivery procedures set forth in this Section 2.7.

(2) For nominations or other business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (C) of paragraph (a)(1) of this Section 2.7, (A) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and (B) any such proposed business other than nominations of persons for election to the Board must constitute a proper matter for stockholder action. In addition to complying with the provisions of Rule 14a-19 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the date of the preceding year's Annual Meeting (provided, however, that in the event that the date of the Annual Meeting is more than thirty (30) days before or more than seventy (70) days after the anniversary date of the preceding year's Annual Meeting, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such Annual Meeting and not later than the later of (x) close of business on the ninetieth (90th) day prior to such Annual Meeting or (y) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall the adjournment, postponement or rescheduling of an Annual Meeting (or the public announcement thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(3) Such stockholder's notice shall set forth:

(A) as to each person whom the stockholder proposes to nominate for election as a director (each, a "proposed nominee"): (I) the name, age, business address and residential address of such proposed nominee; (II) a written questionnaire with respect to the background and qualifications of such proposed nominee, completed by such proposed nominee in the form required by the Corporation (which form such stockholder shall request in writing from the Secretary prior to submitting notice, and which the Secretary shall provide to such stockholder within ten (10) days of receiving such request); (III) a completed written representation and agreement in the form required by the Corporation (which form such stockholder shall request in writing from the Secretary prior to submitting notice and which the Secretary shall provide to such stockholder within ten (10) days of receiving such request) signed by the proposed nominee stating that such proposed nominee: (i) is not and will not become party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law; (ii) is not and will not become a party to any agreement, arrangement, or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed to the Corporation; (iii) if elected as a director, will comply with applicable rules of the exchange upon which the Corporation's shares of common stock trade, the Certificate of Incorporation, these Bylaws, and all of the Corporation's corporate governance, business conduct, ethics, conflict of interest, confidentiality, or other policies and guidelines generally applicable to the Corporation's directors, and applicable fiduciary duties under state law, and currently would be in compliance with any such policies and guidelines that have been publicly disclosed; (iv) consents to being named in the proxy statement for the meeting as a director nominee and to serving a full term as a director of the Corporation if elected; and (v) will provide facts, statements and other information in all communications with the Corporation and its stockholders that are or will be true and correct in all material respects, and that do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading; (IV) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among such proposed nominee, on the one hand, and the stockholder giving notice and any Stockholder Associated Person, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 promulgated under Regulation S-K if the stockholder making the nomination and any Stockholder Associated Person were the "registrant" for purposes of such rule and the proposed nominee was a director or executive officer of such registrant; and (V) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest or otherwise, or is otherwise required, in each case pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder;

(B) as to any other business that the stockholder proposes to bring before the meeting: (I) a reasonably brief description of the business desired to be brought before the meeting; (II) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws of the Corporation, the language of the proposed amendment); (III) the reasons for conducting such business at the meeting; (IV) a complete and accurate description of any material interest of such stockholder and any Stockholder Associated Person in the proposed business; and (V) all other information relating to such proposed business that would be required to be disclosed in a proxy statement or other filing required to be made by the stockholder in connection with the solicitation of proxies in support of such proposed business pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and

(C) as to the stockholder giving the notice and any Stockholder Associated Person: (I) the name and address of such stockholder, as they appear on the Corporation's books, and of such Stockholder Associated Person, if any; (II) the class and number of shares of capital stock of the Corporation which are owned, directly or indirectly, beneficially and of record by such stockholder and any Stockholder Associated Person, the dates such shares were acquired and the investment intent of such acquisition; (III) the name of each nominee holder for securities of the Corporation owned beneficially but not of record by such person, and any pledge by such person for any of such securities; (IV) a complete and accurate description of any agreement, arrangement or understanding, written or oral, (i) between or among such stockholder and any Stockholder Associated Person or (ii) between or among such stockholder, any Stockholder Associated Person and/or any other person or entity (including their names), in each case in connection with the proposal of such nomination or other business, including, without limitation (x) any proxy, contract, arrangement, understanding or relationship pursuant to which such stockholder or Stockholder Associated Person has the right to vote any shares of capital stock of the Corporation, (y) that the stockholder or any of the Stockholder Associated Persons may have reached with any stockholder of the Corporation (including the name of such stockholder) with respect to how such stockholder will vote its shares in the Corporation at any meeting of the Corporation's stockholders or take other action in support of any such nomination or other business, or other action to be taken by such stockholder or any of the Stockholder Associated Persons, and (z) any other agreements that would be required to be disclosed by such stockholder, any Stockholder Associated Person or any other person or entity pursuant to Item 5 or Item 6 of a Schedule 13D in connection with such nomination or other business that would be filed pursuant to Section 13 of the Exchange Act and the rules and regulations promulgated thereunder (regardless of whether the requirement to file a Schedule 13D is applicable to such stockholder, any proposed nominee, any Stockholder Associated Person or any other person or entity); (V) a description of any agreement, arrangement or understanding, written or oral (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares or similar rights with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of capital stock of the Corporation or with a value derived in whole or in part from the value of any class or series of capital stock of the Corporation (a "Derivative Instrument")) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder, Stockholder Associated Person or any such nominee with respect to the Corporation's securities and any other information about such Derivative Instrument that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies for the election of directors in an election contest or otherwise, or is otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, if such Derivative Instruments were treated the same as securities of the Corporation under such requirements; (VI) any rights to dividends on the shares of the capital stock of the Corporation owned beneficially by such person; (VII) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or similar entity in which such person (i) is a general partner or, directly or indirectly, beneficially owns an interest in a general partner or (ii) is the manager, managing member or, directly or indirectly, beneficially owns an interest in the manager or managing member of a limited liability company or similar entity; (VIII) any substantial interest, direct or indirect (including, without limitation, any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such person, in the Corporation or any affiliate thereof, other than an interest arising from the ownership of securities of the Corporation where such person receives no extra or special benefit not shared on a pro rata basis by all other holders of the same class or series; (IX) a complete and accurate description of any performance-related fees (other than an asset-based fee) to which such person may be entitled as a result of any increase or decrease in the value of shares of the capital stock of the Corporation or any Derivative Instruments; (X) the investment strategy or objective, if any, of such stockholder giving notice and each such Stockholder Associated Person who is not an individual and a copy of the prospectus, offering memorandum or similar document, if any, provided to investors or potential investors in such stockholder and each such Stockholder Associated Person; (XI) a complete and accurate description of any pending or, to such person's knowledge, threatened, legal proceeding in which such person is a party or participant involving the Corporation or any publicly-disclosed officer, affiliate or associate of the Corporation; (XII) whether and the extent to which any agreement, arrangement or understanding has been made, the effect or intent of which is to increase or decrease the voting power of such person with respect to any shares of the capital stock of the Corporation, without regard to whether such transaction is required to be reported on a Schedule 13D under the Exchange Act and the rules and regulations promulgated thereunder; and (XIII) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies for such business or the election of any proposed nominee, or is otherwise required, pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(D) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, and an acknowledgment that, if such stockholder (or a Qualified Representative of such stockholder) does not appear to present such nomination or business at the meeting, the Corporation need not present such nomination or business for a vote at such meeting, notwithstanding that proxies in respect of such vote may have been received by the Corporation; and

(E) a representation whether the stockholder or a Stockholder Associated Person, if any, intends or is part of a group which intends to (I) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (II) otherwise to solicit proxies from stockholders in support of such proposal or nomination.

A stockholder who has given notice of nomination as provided above shall promptly (and in any event prior to the applicable meeting of stockholders) certify to the Corporation, and notify the Corporation in writing, that it has met the requirements of Rule 14a-19(a) of the Exchange Act (including the requirement to solicit holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors set forth in Rule 14a-19(a)(3) of the Exchange Act) and, upon request of the Corporation, shall, not later than five (5) business days prior to date of the applicable meeting of stockholders, deliver to the Corporation reasonable evidence of such compliance.

In addition to the information required above, the Corporation may require the stockholder giving notice to furnish such other information as the Corporation may reasonably require to determine the eligibility or suitability of a proposed nominee to serve as a director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such proposed nominee, under the listing standards of each securities exchange upon which the shares of the Corporation are listed, any applicable rules of the Securities and Exchange Commission, any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's directors, including those applicable to a director's service on any of the committees of the Board, or the requirements of any other laws or regulations applicable to the Corporation. If requested by the Corporation, any supplemental information required under this paragraph shall be provided by such stockholder within ten (10) days after it has been requested by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting (or supplement thereto). Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board or (2) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 2.7 is delivered to the Secretary of the Corporation through the date of the special meeting, who is entitled to vote at the meeting upon such election of such director and who complies with the notice and delivery procedures set forth in this Section 2.7. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of such directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice including all information required by paragraph (a)(3) of this Section 2.7 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of (x) the ninetieth (90th) day prior to such special meeting and (y) the tenth (10th) day following the day on which the public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the adjournment, postponement or rescheduling of a special meeting (or the public announcement thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General.

(1) Other than persons nominated or business brought before a meeting by the Board, only such persons who are nominated in accordance with the procedures set forth in this Section 2.7 shall be eligible to be elected at an Annual Meeting or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.7. The number of nominees a stockholder may nominate for election at a meeting may not exceed the number of directors serving on the Board on the date the notice is first given. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty (A) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.7 and (B) if any proposed nomination or business was not made or proposed in compliance with this Section 2.7, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. Notwithstanding the foregoing provisions of this Section 2.7, unless otherwise required by law, if the stockholder (or a Qualified Representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or other proposed business, such nomination shall be disregarded or such proposed business shall not be transacted, as the case may be, and no vote shall be taken with respect to such nomination or proposed business, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(2) A stockholder giving notice of any nomination or business to be considered at a meeting of stockholders pursuant to this Section 2.7 or request for a Consent Record Date pursuant to Section 2.11 shall further update in writing any notice provided pursuant to this Section 2.7 or Section 2.11, respectively, if necessary, such that the information provided or required to be provided in such notice shall be true and correct (A) as of the record date for determining the stockholders entitled to receive notice of the meeting or act by written consent and (B) with respect to a meeting of stockholders, as of the date that is ten (10) business days prior to the meeting (or any adjournment, postponement or rescheduling thereof), and such update shall be received by the Secretary at the principal executive offices of the Corporation (x) not later than the close of business five (5) business days after the record date for determining the stockholders entitled to receive notice of such meeting or act by written consent (in the case of an update required to be made under clause (A)) and (y) not later than seven (7) business days prior to the date for the meeting, if practicable, or, if not practicable, on the first practicable date prior to the meeting or any adjournment, postponement or rescheduling thereof (in the case of an update required to be made pursuant to clause (B)). For the avoidance of doubt, any information provided pursuant to this Section 2.7(b) shall not be deemed to cure any deficiencies in a previously delivered notice pursuant to this Section 2.7 or Section 2.11, as applicable, and shall not extend the time period for the delivery of notice pursuant to this Section 2.7 or 2.11. If the stockholder fails to provide such written update within such period, the information as to which written update relates may be deemed to not have been provided in accordance with this Section 2.7 or Section 2.11, as applicable.

(3) If any information submitted pursuant to this Section 2.7 or Section 2.11 is inaccurate in any respect, such information shall be deemed not to have been provided in accordance with these Bylaws. The stockholder providing the notice shall notify the Secretary in writing at the principal executive offices of the Corporation of any inaccuracy or change in any such information within two (2) business days of becoming aware of such inaccuracy or change. Upon written request by the Secretary, the Board (or a duly authorized committee thereof), any such stockholder shall provide, within seven (7) business days of delivery of such request (or such other period as may be specified in such request), (A) written verification, reasonably satisfactory to the Board, any committee thereof or any authorized officer of the Corporation, to demonstrate the accuracy of any information submitted by the stockholder, and (B) a written update of any information (including written confirmation by such stockholder that it continues to intend to bring such nomination or business before or meeting or by written consent) submitted by the stockholder as of an earlier date. If the stockholder fails to provide such written verification or within such period, the information as to which written verification was requested may be deemed not to have been provided in accordance with this Section 2.7 or Section 2.11, as applicable.

(4) Notwithstanding the foregoing provisions of this Section 2.7, a stockholder shall also comply with all applicable requirements of state law and the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.7. Nothing in this Section 2.7 shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, (B) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation or (C) of the Investor Parties to designate Investor Nominees (as such terms are defined in the Certificate of Incorporation) pursuant to any applicable provisions of the Certificate of Incorporation.

(5) As used in these Bylaws, (A) "affiliate" and "associate" each have the respective meanings set forth in Rule 12b-2 under the Exchange Act (or any successor provision at law), (B) "beneficial owner" or "beneficially owned" each have the respective meanings set forth in Section 13(d) of the Exchange Act (or any successor provision at law), (C) "public announcement" includes disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder, (D) a "Qualified Representative" of a stockholder means (I) a duly authorized officer, manager or partner of such stockholder or (II) a person authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders, which writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, must be produced at the meeting of stockholders, and (E) "Stockholder Associated Person" shall mean, with respect to any stockholder giving notice, (I) any person who is a member of a "group" (as such term is used in Rule 13d-5 under the Exchange Act (or any successor provision at law)) with or otherwise acting in concert with such stockholder giving notice, (II) any beneficial owner of shares of stock of the Corporation owned of record by such stockholder (other than a stockholder that is a depositary), (III) any affiliate or associate of such stockholder or any Stockholder Associated Person, (IV) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A under the Exchange Act) with such stockholder or other Stockholder Associated Person in respect of any proposals or nominations, as applicable, and (V) any proposed nominee.

SECTION 2.8 Proxies and Voting. At each meeting of stockholders, all matters (except in cases where a larger vote is required by law or by the Certificate of Incorporation or these Bylaws) shall be decided by a majority of the votes cast at such meeting by the holders of shares of capital stock present or represented by proxy and entitled to vote thereon, a quorum being present. At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this Section 2.8 may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

SECTION 2.9 Inspectors. In advance of any meeting of stockholders, the Board may, and shall if required by law, appoint an inspector or inspectors. If, for any election of directors or the voting upon any other matter, any inspector appointed by the Board shall be unwilling or unable to serve, the chairman of the meeting shall appoint the necessary inspector or inspectors. The inspectors so appointed, before entering upon the discharge of their duties, shall be sworn faithfully to execute the duties of inspectors with strict impartiality, and according to the best of their ability, and the oath so taken shall be subscribed by them. Such inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each of the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. The inspectors shall make a report in writing of any challenge, question or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of election of directors. Inspectors need not be stockholders.

SECTION 2.10 Conduct of Meetings. The Chairman of the Board or, at the election of the Chairman of the Board, the Chief Executive Officer or, in the absence of both of the foregoing, any such other person as may be designated by the Board, shall call meetings of the stockholders to order and shall act as chairman of such meetings. The Secretary, or, in his or her absence, an Assistant Secretary, shall act as secretary of all meetings of stockholders, or, in the absence of said officers, the chairman of the meeting may appoint any person to act as secretary of the meeting. The Board may adopt by resolution such rules or regulations for the conduct of meetings of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order and security at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman shall permit; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; (e) limitations on the time allotted to questions or comments by participants; (f) determining when and for how long the polls should be opened and when the polls should be closed; and (g) restricting the use of audio/video recording devices, cell phones and other electronic devices. Unless and to the extent determined by the Board or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

SECTION 2.11 Consent of Stockholders in Lieu of Meeting.

(a) Any action required to be taken at any Annual Meeting or special meeting of stockholders of the Corporation, or any action which may be taken at any Annual Meeting or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

(b) The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting (the "Consent Record Date") shall be fixed by the Board at the written request or requests of stockholders of record of the Corporation. The Board shall, within ten (10) days after the date on which such a request is received, adopt a resolution fixing the Consent Record Date, which such Consent Record Date shall be not more than ten (10) days after the date upon which the resolution fixing the Consent Record Date is adopted by the Board. A request for a Consent Record Date shall be signed and dated by such stockholder, shall comply with this Section 2.11 and shall include (1) a description of all matters to be acted upon by written consent of the stockholders and (2) all information required to be set forth in a notice under Section 2.7(a)(3) of these Bylaws as if each matter to be acted upon by written consent were to be conducted at an Annual Meeting. In addition, such stockholder shall update and correct the request for the Consent Record Date in accordance with Sections 2.7(c)(2) and (3) and shall promptly provide any other information reasonably requested by the Corporation in connection with the request for a Consent Record Date.

(c) Every written consent shall bear the date of signature of each stockholder who signs the consent. Any stockholder may revoke a consent with respect to his or her shares at any time by written revocation delivered to the Secretary. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the Corporation in the manner prescribed in the first paragraph of this Section, unrevoked written consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section. In the event of the delivery to the Corporation of a written consent or consents purporting to represent the requisite voting power to authorize or take corporate action and/or related revocations, the Secretary shall provide for the safekeeping of such consents and revocations.

(d) In addition to the requirements of this Section 2.11, all actions by written consent in lieu of a meeting and related stockholder solicitations shall comply with all requirements of applicable law, including all requirements of the Exchange Act and the rules and regulations promulgated thereunder.

(e) Notwithstanding the foregoing provisions of this Section 2.11, the Board shall not set a Consent Record Date and shall disregard any consents received in connection with a request for a Consent Record Date if (1) the request for a Consent Record Date does not comply with this Section 2.11, (2) the request for a Consent Record Date relates to an item of business that is not a proper subject for stockholder action under applicable law or (3) the request for a Consent Record Date was made in a manner that involved a violation of Regulation 14A under the Exchange Act and the rules and regulations promulgated thereunder or other applicable law. The Board of Directors shall determine in good faith whether the requirements set forth in this Section 2.11(e) have been satisfied.

(f) Notwithstanding anything to the contrary set forth above, none of the provisions in this Section 2.11 shall apply to any solicitation of stockholder action by written consent in lieu of a meeting by or at the direction of the Board, and the Board shall be entitled to solicit stockholder action by written consent in accordance with applicable law.

ARTICLE III

DIRECTORS

SECTION 3.1 Powers. The business of the Corporation shall be managed by or under the direction of the Board. The Board may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

SECTION 3.2 Number; Terms and Vacancies. The number of directors, which shall constitute the whole Board, shall be fixed at thirteen (13) persons. The directors of the Corporation shall be elected by majority vote of the holders of Class A Common Stock, Class B Common Stock and Class C Common Stock voting together as one class (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, Class B Common Stock and Class C Common Stock, as one class with such holders of shares of Preferred Stock). Any vacancies on the Board resulting from death, resignation, disqualification, removal from office or other cause shall be filled in the manner provided in the Certificate of Incorporation and, if and to the extent applicable, the Third Amended and Restated Stockholders Agreement (as defined in the Certificate of Incorporation).

SECTION 3.3 Chairman of the Board. Subject to the applicable provisions of Article XI of these Bylaws, the Chairman of the Board shall be elected by the Board from among the directors, and the Chairman of the Board, or at the election of the Chairman of the Board, the Chief Executive Officer (or, in the absence of both of the foregoing, any such other person as may be designated by the Board) shall preside at all meetings of the stockholders and directors, and the Chairman of the Board shall have such other powers and perform such other duties as may be prescribed by the Board or provided in these Bylaws. The Chief Executive Officer shall report to the Chairman of the Board.

SECTION 3.4 Place of Meetings. Meetings of the Board shall be held at the Corporation's office in the State of Delaware or at such other places, within or without such State, as the Board may from time to time determine or as shall be specified or fixed in the notice or waiver of notice of any such meeting.

SECTION 3.5 Regular Meetings. Regular meetings of the Board shall be held in accordance with a yearly meeting schedule as determined by the Board; or such meetings may be held on such other days and at such other times as the Board may from time to time determine. Regular meetings of the Board shall be held not less frequently than quarterly.

SECTION 3.6 Special Meetings. Special meetings of the Board may be called by a majority of the directors then in office (rounded up to the nearest whole number) or by the Chairman of the Board and shall be held at such place, on such date, and at such time as they or he shall fix.

SECTION 3.7 Notice of Meetings. Notice of each special meeting of the Board stating the time, place and purposes thereof, shall be (i) mailed to each director not less than five (5) days prior to the meeting, addressed to such director at his or her residence or usual place of business, or (ii) shall be sent to him by facsimile or other means of electronic transmission, or shall be given personally or by telephone, on not less than twenty four (24) hours' notice.

SECTION 3.8 Quorum and Manner of Acting. The presence of at least a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except where a different vote is required or permitted by law, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at any meeting at which a quorum shall be present shall be the act of the Board. Any action required or permitted to be taken by the Board may be taken without a meeting if all the directors consent in writing or by electronic transmission to the adoption of a resolution authorizing the action. The resolution and the written consents or copies of electronic consents thereto by the directors shall be filed with the minutes of the proceedings of the Board. Any one or more directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall be deemed to constitute presence in person at a meeting of the Board.

SECTION 3.9 Resignation. Any director may resign at any time by giving written notice to the Corporation; provided, however, that written notice to the Board, the Chairman of the Board, the Chief Executive Officer of the Corporation or the Secretary of the Corporation shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.10 Removal of Directors. Directors may be removed as provided by law, and in the Certificate of Incorporation.

SECTION 3.11 Compensation of Directors. The Board may provide for the payment to any of the directors, other than officers or employees of the Corporation, of a specified amount for services as director or member of a committee of the Board, or of a specified amount for attendance at each regular or special Board meeting or committee meeting, or of both, and all directors shall be reimbursed for expenses of attendance at any such meeting; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 3.12 Director Emeritus Positions. The Board may, from time to time in its discretion, by majority vote, designate one or more of its former directors a Director Emeritus. Each such designation shall be for a one-year term or until such Director Emeritus' earlier death, resignation, retirement or removal (for any reason or no reason by a majority of the Board). Each Director Emeritus may be re-appointed for one or more additional one-year terms. Directors Emeritus may provide advisory services to the Board and its committees as requested from time to time by the Board. Directors Emeritus may attend Board meetings as and when invited by the Board and attend meetings of any committee of the Board as and when invited by the committee, but they shall not be entitled to notice of any such meetings or to vote or be counted for quorum purposes at any such meetings. If present, Directors Emeritus may participate in the discussions occurring at such meetings. Any person holding the position of Director Emeritus shall not be considered a director or officer for any purpose, including the Corporation's Certificate of Incorporation and Bylaws, applicable federal securities laws and the DGCL, and a Director Emeritus shall have no power or authority to manage the affairs of the Corporation. Directors Emeritus shall not have any of the responsibilities or liabilities of a director or officer of the Corporation under the DGCL, nor any of a director's or officer's rights, powers or privileges in their capacities as Directors Emeritus. Reference in these Bylaws to "directors" or "officers" shall not mean or include Directors Emeritus. Directors Emeritus will be entitled to receive fees for such service in such form and amount as approved by the Board, and shall be reimbursed for reasonable travel and other out-of-pocket business expenses incurred in connection with attendance at meetings of the Board and its committees. Directors Emeritus shall remain subject to the reporting requirements of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder, and shall remain subject to all of the Corporation's policies applicable to directors.

ARTICLE IV

COMMITTEES OF THE BOARD

SECTION 4.1 Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided herein or in the resolution of the Board designating such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Certificate of Incorporation or Delaware law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any Bylaws of the Corporation.

SECTION 4.2 Audit Committee. Subject to Section 4.1, the Board may designate an Audit Committee of the Board, which shall consist of such number of members as the Board shall determine. The Audit Committee shall: (i) make recommendations to the Board as to the independent accountants to be appointed by the Board; (ii) review with the independent accountants the scope of their examinations; (iii) receive the reports of the independent accountants and meet with representatives of such accountants for the purpose of reviewing and considering questions relating to their examination and such reports; (iv) review, either directly or through the independent accountants, the internal accounting and auditing procedures of the Corporation; (v) review related party transactions; and (vi) perform such other functions as may be assigned to it from time to time by the Board. The Audit Committee may determine its manner of acting, and fix the time and place of its meetings, unless the Board shall otherwise provide.

SECTION 4.3 Compensation Committee. Subject to Section 4.1, the Board may designate members of the Board to constitute a Compensation Committee which shall consist of such number of directors as the Board may determine. The Compensation Committee may determine its manner of acting and fix the time and place of its meetings, unless the Board shall otherwise provide.

SECTION 4.4 Action by Consent; Participation by Telephone or Similar Equipment. Unless the Board shall otherwise provide, any action required or permitted to be taken by any committee may be taken without a meeting if all the members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the committee shall be filed with the minutes of the proceedings of the committee. Unless the Board shall otherwise provide, any one or more members of any such committee may participate in any meeting of the committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting of the committee.

SECTION 4.5 Resignations; Removals. Any member of any committee may resign at any time by giving notice to the Corporation; provided, however, that notice to the Board, the Chairman of the Board, the Chief Executive Officer of the Corporation, the chairman of such committee or the Secretary of the Corporation shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective. Any member of any such committee may be removed at any time, either with or without cause, by the affirmative vote of a majority of the authorized number of directors at any meeting of the Board called for that purpose.

ARTICLE V

OFFICERS

SECTION 5.1 Number, Titles and Qualification. The Corporation shall have such officers as may be necessary or desirable for the business of the Corporation. The officers of the Corporation may include a Chief Executive Officer, a President, one or more Vice Presidents, a Chief Financial Officer, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers. The Chief Executive Officer, President, Executive Vice Presidents, and Chief Financial Officer shall be elected by the Board, which shall consider that subject at its first meeting after every Annual Meeting of stockholders. The Corporation shall have such other officers as may from time to time be appointed by the Board or the Chief Executive Officer. Each officer shall hold office until his or her successor is elected or appointed, as the case may be, and qualified or until his or her earlier resignation or removal. Any number of offices may be held by the same person.

SECTION 5.2 Chief Executive Officer. The Chief Executive Officer shall have general and active responsibility for the management of the business of the Corporation, shall be responsible for implementing all orders and resolutions of the Board, shall supervise the daily operations of the business of the Corporation, and shall report to the Chairman of the Board. Subject to the provisions of these Bylaws and to the direction of the Chairman of the Board or the Board, he or she shall perform all duties which are commonly incident to the office of Chief Executive Officer or which are delegated to him or her by the Chairman of the Board or the Board. To the fullest extent permitted by law, he or she shall have power to sign all contracts and other instruments of the Corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the Corporation. The Chief Executive Officer shall perform the duties and exercise the powers of the Chairman of the Board in the event of the Chairman of the Board's absence or disability.

SECTION 5.3 President. The President shall have such powers and duties as may be delegated to him or her by the Chairman of the Board, the Board, or the Chief Executive Officer. The President shall perform the duties and exercise the powers of the Chief Executive Officer in the event of the Chief Executive Officer's absence or disability.

SECTION 5.4 Vice President. Each Vice President shall have such powers and duties as may be delegated to him or her by the Board or the Chief Executive Officer.

SECTION 5.5 Chief Financial Officer. The Chief Financial Officer shall have responsibility for maintaining the financial records of the Corporation. He or she shall render from time to time an account of all such transactions and of the financial condition of the Corporation. The Chief Financial Officer shall also perform such other duties as the Board or the Chief Executive Officer may from time to time prescribe.

SECTION 5.6 Treasurer. The Treasurer shall have the responsibility for investments and disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties as the Board or the Chief Executive Officer may from time to time prescribe.

SECTION 5.7 Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board. He or she shall have charge of the corporate books and shall perform such other duties as the Board or the Chief Executive Officer may from time to time prescribe.

SECTION 5.8 Delegation of Authority. The Chairman of the Board, the Board, or the Chief Executive Officer may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

SECTION 5.9 Removal. Any officer of the Corporation may be removed at any time, with or without cause, by the Chairman of the Board, by the Board, or, except as to the Chairman of the Board, by the Chief Executive Officer.

SECTION 5.10 Resignations. Any officer may resign at any time by giving written notice to the Corporation; provided, however, that notice to the Chairman of the Board, the Chief Executive Officer or the Secretary shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5.11 Vacancies. Any vacancy among the officers, whether caused by death, resignation, removal or any other cause, shall be filled in the manner prescribed for election or appointment to such office.

SECTION 5.12 Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Board, the Chairman of the Board, the Chief Executive Officer or any other officer of the Corporation authorized by the Chairman of the Board or the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

SECTION 5.13 Bonds of Officers. If required by the Chairman of the Board, the Board, or the Chief Executive Officer, any officer of the Corporation shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Chairman of the Board, the Board or the Chief Executive Officer may require.

SECTION 5.14 Officers of Operating Companies, Regions or Divisions. The Chief Executive Officer shall have the power to appoint, remove and prescribe the terms of office, responsibilities and duties of the officers of the operating companies, regions or divisions, other than those who are officers of the Corporation appointed by the Board.

ARTICLE VI

CONTRACTS, CHECKS, LOANS, DEPOSITS, ETC.

SECTION 6.1 Contracts. The Board may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any contract or to execute and deliver any instrument, which authorization may be general or confined to specific instances; and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or for any amount.

SECTION 6.2 Checks, etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation in such manner as shall from time to time be authorized by the Board or the Chief Executive Officer, which authorization may be general or confined to specific instances.

SECTION 6.3 Loans. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name, unless authorized by the Board, which authorization may be general or confined to specific instances, and bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation issued for such loans shall be made, executed and delivered as the Board shall authorize.

SECTION 6.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as may be selected by or in the manner designated by the Board, the Chief Executive Officer or the Chief Financial Officer. The Board or its designees may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of the Certificate of Incorporation or these Bylaws, as they may deem advisable.

ARTICLE VII

CAPITAL STOCK

SECTION 7.1 Certificates of Stock. The shares of the capital stock of the Corporation shall be represented by certificates, provided that the Board by resolution or resolutions may provide that some or all of any or all classes or series of capital stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairman of the Board, President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile.

SECTION 7.2 Transfers of Stock. Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 7.4 of these Bylaws, an outstanding certificate for the number of shares involved, if certificated, shall be surrendered for cancellation before a new certificate is issued therefor.

SECTION 7.3 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall be not more than ten (10) days after the date upon which the resolution fixing the record date is adopted. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall comply with Section 2.11 hereof. If no record date has been fixed by the Board and no prior action by the Board is required by the Delaware General Corporation Law, the record date shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner prescribed by Section 2.11 hereof. If no record date has been fixed by the Board and prior action by the Board is required by the Delaware General Corporation Law with respect to the proposed action by written consent of the stockholders, the record date for determining stockholders entitled to consent to corporate action in writing shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

SECTION 7.4 Lost, Stolen or Destroyed Certificates. In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board may establish concerning proof of such loss, theft or destruction and concerning the giving of satisfactory bond or bonds of indemnity.

SECTION 7.5 Regulations. The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board may establish.

ARTICLE VIII

NOTICES

SECTION 8.1 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage-paid, or with a recognized overnight-delivery service or by sending such notice by facsimile or other means of electronic transmission, or such other means as is provided by law. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at such person's last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mails or by overnight delivery service, or by telegram, mailgram or facsimile, shall be the time of the giving of the notice.

SECTION 8.2 Waivers. A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee, agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board or a committee thereof.

SECTION 9.2 Corporate Seal. The Board may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary of the Corporation. If and when so directed by the Board or a committee thereof, duplicates of the seal may be kept and used by the Corporation's Treasurer or by an Assistant Secretary or Assistant Treasurer.

SECTION 9.3 Reliance Upon Books, Reports and Records. Each director, each member of any committee designated by the Board, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care or on behalf of the Corporation.

SECTION 9.4 Fiscal Year. The fiscal year of the Corporation shall be as fixed by the Board.

SECTION 9.5 Time Periods. In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 10.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; provided, however, that, except as provided in Section 10.3 hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

SECTION 10.2 Right to Advancement of Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), provided, however, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by a Covered Person in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "undertaking"), by or on behalf of such Covered Person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "final adjudication") that such Covered Person is not entitled to be indemnified for such expenses under this Section 10.2 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections 10.1 and 10.2 hereof shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be such and shall inure to the benefit of the Covered Person's heirs, executors and administrators.

SECTION 10.3 Right of Covered Person to Bring Suit. If a claim under Section 10.1 or 10.2 hereof is not paid in full by the Corporation within sixty (60) days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Covered Person may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the Covered Person to enforce a right to indemnification hereunder (but not in a suit brought by the Covered Person to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Covered Person has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Corporation (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is proper in the circumstances because the Covered Person has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that the Covered Person has not met such applicable standard of conduct, shall create a presumption that the Covered Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, be a defense to such suit. In any suit brought by the Covered Person to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to such advancement of expenses, under this Article X or otherwise shall, to the extent permitted by law, be on the Corporation.

SECTION 10.4 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article X shall not be exclusive of any other right which any person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 10.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

SECTION 10.6 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article X with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

SECTION 10.7 Amendment or Repeal. Any repeal or modification of the provisions of this Article X shall not adversely affect any right or protection hereunder of any Covered Person in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to the time of such repeal or modification.

ARTICLE XI

CERTAIN CORPORATE GOVERNANCE MATTERS

SECTION 11.1 Chairman. If Alexander C. Taylor is serving on the Board at such time, as of the Closing Date (as defined in the Third Amended and Restated Stockholders Agreement), Mr. Taylor will serve as the Chairman of the Board. The initial term of Mr. Taylor as Chairman of the Board shall expire effective as of the earlier of (a) the three (3)-year anniversary of the Closing Date, (the "Expiration Date") or (b) any date as of which Mr. Taylor ceases to serve as a member of the Board for any reason in accordance with these Bylaws or Section 2.9 of the Third Amended and Restated Stockholders Agreement (such date, the "Chairman Succession Date"). Mr. Taylor's service as a member of the Board need not cease upon the cessation of his term as Chairman of the Board pursuant to clause (a) of the immediately preceding sentence. The Board will then follow its normal annual process. From and after the Chairman Succession Date, Christopher L. Winfrey, the chief executive officer of the Corporation, will serve as Chairman of the Board; provided that if Mr. Winfrey is no longer a member of the Board or is unwilling to serve as Chairman of the Board, then Eric L. Zinterhofer instead will serve as Chairman of the Board (subject to his continued membership on the Board and willingness to serve).

SECTION 11.2 Lead Independent Director. From the Closing Date through the Chairman Succession Date, or any subsequent time when the Chairman of the Board is not an independent director, the Board shall have a lead independent director who shall be elected by a majority of the members of the Board. The lead independent director of the Board at the Closing Date shall be Mr. Zinterhofer, if he is then serving on the Board at such time.

SECTION 11.3 Certain Actions; Amendments; Interpretation. The following actions shall require the affirmative vote of at least 75% of the full Board (rounded up to the nearest whole number and including at least one Cox Director): (i) prior to the Expiration Date, the removal of Mr. Taylor from his position as the Chairman of the Board or any election or appointment of a replacement Chairman of the Board (including to fill a vacancy in any such position); and (ii) prior to the Expiration Date, the failure to appoint or re-nominate Mr. Taylor as a member of the Board. Effective as of the Closing Date until the Expiration Date, the provisions of this Article XI may be modified, amended or repealed, and any bylaw provision or other resolution (including any proposed corresponding modification, amendment or repeal of any provision of the Corporation's other constituent documents) inconsistent with this Article XI may be adopted, only by (and any such modification, amendment, repeal or inconsistent bylaw provision or other resolution may be proposed or recommended by the Board only by) the affirmative vote of at least 75% of the full Board (rounded up to the nearest whole number and including at least one Cox Director). In the event of any inconsistency between any provision of this Article XI and any other provision of these Bylaws, including Article III or Article V of these Bylaws, the provisions of this Article XI shall control to the fullest extent permitted by law.

ARTICLE XII

AMENDMENTS

The Board may from time to time adopt, make, amend, supplement or repeal these Bylaws by vote of a majority of the Board, subject to Section 7.1 of the Third Amended and Restated Stockholders Agreement.

Exhibit 3.3

CERTIFICATE OF DESIGNATIONS OF
SERIES A CUMULATIVE REDEEMABLE PREFERRED STOCK OF
CHARTER COMMUNICATIONS, INC.

Charter Communications, Inc., a Delaware corporation (the "Corporation"), does hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation under authority conferred upon the Board of Directors by the provisions of the Amended and Restated Certificate of Incorporation of the Corporation, as amended:

> "RESOLVED, that pursuant to the authority set forth in Article Fourth, Section D of the Amended and Restated Certificate of Incorporation of Charter Communications, Inc. (the "Corporation"), as amended, the board of directors of the Corporation hereby designates 7,300,000 shares of the authorized and unissued preferred stock, par value $0.001 per share, of the Corporation as "Series A Cumulative Redeemable Preferred Stock" (the "Series A Preferred Stock"), with such Series A Preferred Stock having the following powers, designations, preferences and relative, participating, optional or other rights, and qualifications, limitations or restrictions:

1. Certain Definitions. For purposes of this Certificate of Designations, the following terms shall have the meanings ascribed below:

"Amended and Restated Certificate" shall mean the Amended and Restated Certificate of Incorporation of the Corporation, as amended from time to time.

"Board of Directors" or "Board" shall mean the Board of Directors of the Corporation and, unless the context indicates otherwise, shall also mean, to the extent permitted by law, any committee thereof authorized, with respect to any particular matter, to exercise the power of the Board of Directors of the Corporation with respect to such matter.

"Business Day" shall mean any weekday that is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to be closed.

"Capital Stock" shall mean any and all shares of capital stock of the Corporation.

"Class A Common Stock" shall mean the Class A common stock, par value $0.001 per share, of the Corporation.

"Class B Common Stock" shall mean the Class B common stock, par value $0.001 per share, of the Corporation.

"Common Stock" shall mean the common stock, par value $0.001 per share, of the Corporation (including the Class A Common Stock and the Class B Common Stock).

"Corporation" shall mean Charter Communications, Inc.

"Debt Instrument" shall mean any note, bond, debenture, indenture, guarantee or other instrument or agreement evidencing any Indebtedness, whether existing at the effective time of this Certificate of Designations or thereafter created, incurred, assumed or guaranteed.

"Dividend Accrual Commencement Date" shall mean the LBRD Dividend Payment Date immediately preceding the LBRD Merger Effective Time; provided, however, that in the event that the board of directors of LBRD shall have declared a dividend payable on the LBRD Series A Preferred Stock in accordance with Section 2 of the LBRD Certificate of Designations and the LBRD Dividend Payment Date therefor (the "Pending Dividend Payment Date") shall not have occurred prior to the LBRD Merger Effective Time and the record date therefor shall have occurred prior to the LBRD Merger Effective Time, then the Dividend Accrual Commencement Date shall mean the Pending Dividend Payment Date. The date that is the Dividend Accrual Commencement Date shall be filed with the books and records of the Corporation and will be furnished by the Corporation, on request and without cost, to any stockholder of the Corporation.

"Dividend Payment Date" shall mean January 15, April 15, July 15 and October 15 of each year, commencing on the first such date following the Dividend Accrual Commencement Date.

"Dividend Period" shall mean the period from and including the Dividend Accrual Commencement Date to (but not including) the first Dividend Payment Date and each three (3) month period from and including the Dividend Payment Date for the preceding Dividend Period to (but not including) the Dividend Payment Date for such Dividend Period.

"Dividend Rate" shall mean the dividend rate accruing on the Series A Preferred Stock, as applicable from time to time pursuant to this Certificate of Designations.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Indebtedness" shall mean (i) any liability, contingent or otherwise, of the Corporation or any Subsidiary (x) for borrowed money (whether or not the recourse of the lender is to the whole of the assets of the Corporation or any Subsidiary or only to a portion thereof), (y) evidenced by a note, debenture or similar instrument (including a purchase money obligation) given other than in connection with the acquisition of inventory or similar property in the ordinary course of business, or (z) for the payment of money relating to indebtedness represented by obligations under a lease that is required to be capitalized for financial accounting purposes in accordance with generally accepted accounting principles; (ii) any liability of others described in the preceding clause (i) which the Corporation or any Subsidiary has guaranteed or which is otherwise its legal liability; (iii) any obligations secured by any mortgage, pledge, lien, encumbrance, charge or adverse claim affecting title or resulting in an encumbrance against any real or personal property, or a security interest of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction) to which the property or assets of the Corporation or any Subsidiary are subject whether or not the obligations secured thereby shall have been assumed by or shall otherwise be the Corporation's or any Subsidiary's legal liability; and (iv) any amendment, renewal, extension or refunding of any liability of the types referred to in clause (i), (ii) or (iii) above.

"Junior Stock" shall mean the Common Stock and any other class or series of Capital Stock now existing, or authorized after, the effective time of this Certificate of Designations, other than the Series A Preferred Stock, any class or series of Parity Stock, and any class or series of Senior Stock.

"LBRD" shall mean Liberty Broadband Corporation, a corporation incorporated in the State of Delaware on June 26, 2014 (which, for the avoidance of doubt, will be merged with and into Fusion Merger Sub 1, LLC, a Delaware limited liability company, pursuant to the LBRD Merger Agreement).

"LBRD Certificate of Designations" shall mean the Certificate of Designations of LBRD in respect of the LBRD Series A Preferred Stock filed with the Secretary of State of the State of Delaware on December 18, 2020.

"LBRD Dividend Payment Date" shall mean any Dividend Payment Date (as defined, for purposes of this definition, in the LBRD Certificate of Designations) in respect of the LBRD Series A Preferred Stock.

"LBRD Merger" shall mean the merger of Fusion Merger Sub 2, Inc., a Delaware corporation, with and into LBRD pursuant to the LBRD Merger Agreement.

"LBRD Merger Agreement" shall mean that certain Agreement and Plan of Merger made and entered into as of November 12, 2024, by and among the Corporation and LBRD (among others), as may be amended from time to time.

"LBRD Merger Effective Time" shall mean the effective time of the Certificate of Merger filed with the Secretary of State of the State of Delaware in connection with the LBRD Merger.

"LBRD Series A Preferred Stock" shall mean the Series A Cumulative Redeemable Preferred Stock of LBRD authorized by the LBRD Certificate of Designations.

"LBRD Unpaid Dividends" shall mean dividends accrued and unpaid on a share of LBRD Series A Preferred Stock prior to and as of the Dividend Accrual Commencement Date that, in accordance with the provisions of the LBRD Certificate of Designations, have been added to the "Liquidation Price" (as defined, for purposes of this definition, in the LBRD Certificate of Designations) of a share of the LBRD Series A Preferred Stock, and which remained unpaid and a part of the "Liquidation Price" as of the LBRD Merger Effective Time.

"Liquidation Price" measured per share of the Series A Preferred Stock as of any date of determination shall mean the sum of (i) $25, plus (ii) an amount equal to any unpaid dividends (whether or not declared) accrued with respect to such share which pursuant to Section 2(e) of this Certificate of Designations have been added to and then remain part of the Liquidation Price as of such date plus (iii) an amount equal to any LBRD Unpaid Dividends which remain part of the Liquidation Price as of such date.

"Parity Stock" shall mean any class or series of Capital Stock that expressly ranks on a parity basis with the Series A Preferred Stock as to the dividend rights, rights of redemption and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

"Penalty Rate" shall mean the Stated Rate plus two percent (2.00%) per annum of the Liquidation Price of each share of Series A Preferred Stock.

"Person" shall mean any natural person, corporation, company, limited liability company, general or limited partnership, trust, estate, proprietorship, joint venture, association, organization or other entity.

"Publicly Traded" shall mean, with respect to shares of capital stock or other securities, that such shares or other securities are traded on a U.S. national securities exchange or U.S. national securities market or quoted on the over-the-counter market.

"Record Date" for the dividends payable on any Dividend Payment Date shall mean the date fifteen (15) days immediately preceding such Dividend Payment Date; provided, that if such date is not a Business Day, the record date shall be the next succeeding Business Day after such date.

"Redemption Date" as to all shares of Series A Preferred Stock shall mean (i) the Scheduled Redemption Date, and (ii) any date following the Scheduled Redemption Date on which shares of Series A Preferred Stock are redeemed pursuant to Section 4(b) of this Certificate of Designations.

"Redemption Price" shall mean the Liquidation Price plus all unpaid dividends (whether or not declared) accrued from the most recent Dividend Payment Date through the Redemption Date.

"Registrar" shall mean the Transfer Agent acting in its capacity as registrar for the Series A Preferred Stock, and its successors and assigns.

"Scheduled Redemption Date" shall mean the first (1st) Business Day following March 8, 2039.

"Senior Stock" shall mean any class or series of Capital Stock that expressly ranks senior to the Series A Preferred Stock and has preference or priority over the Series A Preferred Stock as to dividend rights, rights of redemption and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

"Series A Dividend Amount" shall mean, for any Dividend Payment Date, the amount accrued and payable by the Corporation as a dividend per share of Series A Preferred Stock, as determined pursuant to Section 2(a) of this Certificate of Designations (and as such amount is subject to adjustment from time to time pursuant to Section 2(b) and 2(c) of this Certificate of Designations).

"Series A Preferred Stock" shall mean the Series A Cumulative Redeemable Preferred Stock of the Corporation.

"Stated Rate" shall mean seven percent (7.00%) per annum of the Liquidation Price of each share of Series A Preferred Stock.

"Subsidiary" shall mean any company or corporate entity for which a Person owns, directly or indirectly, an amount of the voting securities, other voting rights or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, more than 50% of the equity interests of such company or corporate entity).

"Transfer Agent" shall mean the Person acting as transfer agent, Registrar and paying agent for the Series A Preferred Stock, and its successors and assigns.

"Votes Per Share" shall mean one-third (1/3) of a vote, as such number may be adjusted pursuant to Section 6(c) of this Certificate of Designations.

"Voting Power" shall mean the aggregate voting power of the shares of Series A Preferred Stock outstanding as a percentage of the aggregate voting power of the outstanding shares of Common Stock, together with the shares of Series A Preferred Stock, which are entitled to vote on any matter on which the holders of the Common Stock and Series A Preferred Stock vote together as a single class.

2. Dividends.

(a) Subject to the prior preferences and other rights of any Senior Stock and the provisions of Section 2(g) of this Certificate of Designations, the holders of the Series A Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, preferential dividends that shall accrue and cumulate as provided herein. Dividends on each share of Series A Preferred Stock shall accrue on a daily basis at the Dividend Rate of the Stated Rate from and including the Dividend Accrual Commencement Date (which, for the avoidance of doubt, may be prior to the effective time of this Certificate of Designations and prior to the time any shares of Series A Preferred Stock have been issued) to and including the date on which the Liquidation Price or Redemption Price of such share is paid pursuant to Section 3 or Section 4 of this Certificate of Designations, respectively, whether or not such dividends have been declared and whether or not there are any funds of the Corporation legally available for the payment of dividends, and such dividends shall be cumulative; provided, however, if on the Dividend Accrual Commencement Date a Dividend Default exists, then the Dividend Rate shall accrue in accordance with the terms and subject to the conditions of Section 2(b) below, as applicable. Accrued dividends on the Series A Preferred Stock shall be payable, in accordance with the terms and conditions set forth in this Certificate of Designations, quarterly on each Dividend Payment Date, to the holders of record of the Series A Preferred Stock as of the close of business on the applicable Record Date; provided, however, if any such payment date is not a Business Day, then payment of any dividend otherwise payable on that date will be made on the next succeeding day that is a Business Day, without any interest or other payment in respect of such delay. For purposes of determining the amount of dividends "accrued" (i) as of any date that is not a Dividend Payment Date, such amount shall be calculated on the basis of the foregoing rate per annum for actual days elapsed from the last preceding Dividend Payment Date (or in the event the first Dividend Payment Date has not yet occurred, the Dividend Accrual Commencement Date) to the date as of which such determination is to be made, based on a 365-day year, and (ii) as of any Dividend Payment Date, such amount shall be calculated on the basis of the foregoing rate per annum, based on a 360-day year of twelve 30-day months.

(b) If the Corporation fails to pay cash dividends on the Series A Preferred Stock in full for any four (4) consecutive or non-consecutive Dividend Periods, including, without limitation, any failure to pay as a result of Section 2(d) of this Certificate of Designations (a "Dividend Default"), then:

(i) the Dividend Rate shall increase to the Penalty Rate, commencing on the first day after the Dividend Payment Date on which a Dividend Default occurs and for each subsequent Dividend Period thereafter; provided, however, that the Dividend Rate will revert to the Stated Rate at such time as the Corporation has paid all LBRD Unpaid Dividends (if any) and all accrued and unpaid dividends (whether or not declared) which pursuant to Section 2(e) of this Certificate of Designations have been added to and then remain part of the Liquidation Price as of such date; and

(ii) when the Dividend Default is cured and the Dividend Rate reverts to the Stated Rate, each subsequent Dividend Default shall not occur until the Corporation has an additional four (4) failures to pay cash dividends on the Series A Preferred Stock, whether consecutive or non-consecutive after the prior Dividend Default has been cured.

For purposes of determining whether the first instance of a Dividend Default (if any) has occurred after the effective time of this Certificate of Designations (but not for any subsequent Dividend Default), any failure to pay cash dividends by LBRD on shares of the LBRD Series A Preferred Stock pursuant to the LBRD Certificate of Designations on any LBRD Dividend Payment Date shall be considered to have been a failure to pay cash dividends on the Series A Preferred Stock on a Dividend Payment Date pursuant to this Certificate of Designations until such time as any LBRD Unpaid Dividends no longer remain part of the Liquidation Price when repaid in accordance with this Section 2 of this Certificate of Designations.

(c) If at any time or from time to time the Series A Preferred Stock fails to be Publicly Traded for ninety (90) consecutive days or longer (a "Listing Default"), then the Dividend Rate shall increase to the Penalty Rate, commencing on the day after the Listing Default and continuing until such time as the Corporation has cured the Listing Default by again causing the Series A Preferred Stock to be Publicly Traded, at which time the Dividend Rate shall revert to the Stated Rate.

(d) If, on any Dividend Payment Date, the Corporation, pursuant to applicable law or the terms of any Debt Instrument or Senior Stock, shall not have funds legally available to pay or otherwise be prohibited or restricted from paying to the holders of the Series A Preferred Stock the full Series A Dividend Amount to which such holders are entitled and to the holders of any Parity Stock then entitled to receive payment of a dividend the full amount to which such holders are entitled, the amount available for such payment pursuant to applicable law and which is not restricted or prohibited by the terms of any Debt Instrument or Senior Stock shall be distributed, when and as declared by the Board of Directors, among the holders of the Series A Preferred Stock and any Parity Stock to which dividends are then owed ratably in proportion to the full amounts to which they would otherwise be entitled.

(e) To the extent the Series A Dividend Amount is not paid in full on a Dividend Payment Date for any reason, all dividends (whether or not declared) that have accrued on a share of Series A Preferred Stock during the Dividend Period ending on such Dividend Payment Date and which are unpaid will be added to the Liquidation Price (as provided in the definition thereof) of such share and will remain a part thereof until such dividends are paid, together with all dividends that have accrued to the date of such payment with respect to that portion of the Liquidation Price which consists of such accrued and unpaid dividends. Such accrued and unpaid dividends, together with any LBRD Unpaid Dividends, and, collectively, with all unpaid dividends accrued thereon, may be declared and paid at any time (subject to the concurrent satisfaction of any dividend arrearages then existing with respect to any Parity Stock), without reference to any regular Dividend Payment Date, to holders of record as of the close of business on such date, not more than sixty (60) days preceding the payment date thereof, as may be fixed by the Board of Directors (the "Special Record Date") and, to the extent LBRD Unpaid Dividends are so paid, they will no longer be a part of the Liquidation Price.

(f) Notice of each Special Record Date shall be mailed, first class, postage prepaid, to the holders of record of the Series A Preferred Stock at their respective addresses as the same appear on the books of the Corporation (which may include the records of the Transfer Agent) or are supplied by them in writing to the Corporation for the purpose of such notice.

(g) So long as any shares of Series A Preferred Stock shall be outstanding, the Corporation shall not declare or pay any dividend whatsoever with respect to any Junior Stock or any Parity Stock, whether in cash, property or otherwise, nor shall the Corporation declare or make any distribution on any Junior Stock or any Parity Stock, or set aside any cash or property for any such purposes, nor shall any Junior Stock or Parity Stock be purchased, redeemed or otherwise acquired by the Corporation or any of its Subsidiaries, nor shall any monies be paid, set aside for payment or made available for a sinking fund for the purchase or redemption of any Junior Stock or Parity Stock, unless and until (i) all dividends to which the holders of the Series A Preferred Stock shall have been entitled for all current and all previous Dividend Periods, and all LBRD Unpaid Dividends, shall have been paid or declared and the consideration sufficient for the payment thereof set aside so as to be available for the payment thereof and (ii) the Corporation shall have paid, in full, or set aside the consideration sufficient for the payment thereof, all redemption payments with respect to the Series A Preferred Stock that it is then obligated to pay; provided, however, that nothing contained in this Section 2(g) of this Certificate of Designations shall prevent (A) purchases, redemptions or other acquisitions of shares of Junior Stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors or consultants; (B) purchases of shares of Junior Stock pursuant to a contractually binding requirement to buy stock, including under a stock repurchase plan, provided that such contract or plan was entered into prior to the Corporation's failure to pay dividends on the Series A Preferred Stock (or, in the case of LBRD Unpaid Dividends, prior to or on the date upon which LBRD failed to pay dividends on the LBRD Series A Preferred Stock pursuant to and in accordance with the LBRD Certificate of Designations); (C) exchanges or conversions of shares of any class or series of Junior Stock, or the securities of another company, for any other class or series of Junior Stock; (D) the purchase of fractional interests in shares of Junior Stock pursuant to the conversion or exchange provisions of such Junior Stock or the security being converted or exchanged; (E) the payment of any dividends in respect of Junior Stock where the dividend is in the form of the same stock as that on which the dividend is being paid; (F) distributions of Junior Stock or rights to purchase Junior Stock; (G) direct or indirect distributions of equity interests of a Subsidiary or other Person (whether by redemption, dividend, share distribution, merger or otherwise) to all or substantially all of the holders of one or more classes or series of Common Stock, on a pro rata basis with respect to each such class or series (other than with respect to the payment of cash in lieu of fractional shares), or such equity interests of such Subsidiary or other Person are available to be acquired by such holders of one more classes or series of Common Stock (including through any rights offering, exchange offer, exercise of subscription rights or other offer made available to such holders), on a pro rata basis with respect to each such class or series (other than with respect to the payment of cash in lieu of fractional shares), whether voluntary or involuntary; (H) stock splits, stock dividends or other distributions, reclassifications, recapitalizations; or (I) the declaration and payment of dividends ratably on the Series A Preferred Stock and each class or series of Parity Stock as to which dividends are payable or in arrears so that the amount of dividends declared and paid per share of the Series A Preferred Stock and per share of each class or series of such Parity Stock are in proportion to the respective total amounts of accrued and unpaid dividends with respect to the Series A Preferred Stock and any LBRD Unpaid Dividends, on the one hand, and all such classes and series of Parity Stock, on the other hand.

3. Distributions Upon Liquidation, Dissolution or Winding Up.

Subject to the prior payment in full of the preferential amounts to which any Senior Stock is entitled, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of shares of the Series A Preferred Stock shall be entitled to receive from the assets of the Corporation available for distribution to the stockholders, before any payment or distribution shall be made to the holders of any Junior Stock, an amount in property or cash, as determined by the Board of Directors in good faith, or a combination thereof, per share, equal to the Liquidation Price plus all unpaid dividends (whether or not declared) accrued through the date of distribution of amounts payable to holders of Series A Preferred Stock in connection with such liquidation, dissolution or winding up of the Corporation since the immediately preceding Dividend Payment Date (or, if such date of distribution occurs prior to the first Dividend Payment Date, since the Dividend Accrual Commencement Date), which payment shall be made *pari passu* with any such payment made to the holders of any Parity Stock. The holders of the Series A Preferred Stock shall be entitled to no other or further distribution of or participation in any remaining assets of the Corporation after receiving in full the amount set forth in the immediately preceding sentence. If, upon distribution of the Corporation's assets in liquidation, dissolution or winding up, the assets of the Corporation to be distributed among the holders of the Series A Preferred Stock and to all holders of any Parity Stock shall be insufficient to permit payment in full to such holders of the preferential amounts to which they are entitled, then the entire assets of the Corporation to be distributed to holders of the Series A Preferred Stock and such Parity Stock shall be distributed pro rata to such holders based upon the aggregate of the full preferential amounts to which the shares of Series A Preferred Stock and such Parity Stock would otherwise respectively be entitled. Neither the consolidation or merger of the Corporation with or into any other corporation or corporations nor the sale, transfer or lease of all or substantially all the assets of the Corporation shall itself be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 3 of this Certificate of Designations. Notice of the liquidation, dissolution or winding up of the Corporation shall be mailed, first class mail, postage prepaid, not less than twenty (20) days prior to the date on which such liquidation, dissolution or winding up is expected to take place or become effective, to the holders of record of the Series A Preferred Stock at their respective addresses as the same appear on the books of the Corporation (which may include the records of the Transfer Agent) or are supplied by them in writing to the Corporation for the purpose of such notice.

4. Mandatory Redemption.

(a) Redemption. On the Scheduled Redemption Date, the Corporation shall redeem all outstanding shares of Series A Preferred Stock out of funds legally available therefor at the Redemption Price per share, in cash. For the avoidance of doubt, any shares of Series A Preferred Stock that remain outstanding after the Scheduled Redemption Date shall continue to accrue dividends in accordance with the provisions in Section 2 of this Certificate of Designations for so long as such shares remain outstanding. The Corporation shall not redeem any shares of Series A Preferred Stock except as expressly authorized in this Section 4 of this Certificate of Designations.

(b) Partial Redemption. If on the Scheduled Redemption Date, the Corporation, pursuant to applicable law or the terms of any Debt Instrument or Senior Stock, shall not have funds legally available to redeem or otherwise be prohibited or restricted from redeeming all shares of Series A Preferred Stock, those funds that are legally available and not so restricted or prohibited will be used to redeem the maximum possible number of such shares of Series A Preferred Stock. At any time and from time to time thereafter when additional funds of the Corporation are legally available and not so restricted for such purpose, such funds shall be used in their entirety to redeem the shares of Series A Preferred Stock that the Corporation failed to redeem on the Scheduled Redemption Date until the balance of such shares has been redeemed. The shares of Series A Preferred Stock to be redeemed in accordance with this Section 4(b) shall be redeemed pro rata from among the holders of the outstanding shares of Series A Preferred Stock.

(c) Notice of Redemption and Certificates. The Corporation shall mail notice of such redemption to each holder (such notice, a "Notice of Redemption") in accordance with Section 13 of this Certificate of Designations not later than twenty (20) days prior to the Redemption Date. Such Notice of Redemption shall contain: (A) the applicable Redemption Price, (B) the Redemption Date, (C) the instructions a holder must follow with respect to the redemption, including the method for surrendering the certificates for the shares of Series A Preferred Stock to be redeemed for payment of the Redemption Price and (D) any other matters required by law. On or before the applicable Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on such Redemption Date, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Notice of Redemption, and thereupon the Redemption Price for such shares shall be payable to the order of the Person whose name appears on such certificate or certificates as the owner thereof in accordance with the terms and conditions set forth in this Certificate of Designations. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

(d) Deposit of Redemption Price. If the Notice of Redemption shall have been mailed as provided in Section 4(c) of this Certificate of Designations, and if on or before the Redemption Date specified in such Notice of Redemption, the consideration necessary for such redemption shall have been set aside so as to be available therefor and only therefor, then on and after the close of business on the Redemption Date, the shares of Series A Preferred Stock called for redemption, notwithstanding that any certificate therefor shall not have been surrendered for cancellation, shall automatically be redeemed and no longer be deemed outstanding, and all rights with respect to such shares shall forthwith cease and terminate, except the right of the holders thereof to receive upon surrender of their certificates the consideration payable upon redemption thereof.

(e) Status of Redeemed Shares. Any shares of Series A Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation shall not be reissued as Series A Preferred Stock.

(f) Certain Restrictions. If and so long as the Corporation shall fail to redeem on the Scheduled Redemption Date all shares of Series A Preferred Stock required to be redeemed on such date, the Corporation shall not redeem, or discharge any sinking fund obligation with respect to, any Parity Stock or Junior Stock, and shall not purchase or otherwise acquire any shares of Series A Preferred Stock, Parity Stock or Junior Stock, unless and until all then outstanding shares of Series A Preferred Stock are redeemed pursuant to the terms hereof. Nothing contained in this Section 4(f) of this Certificate of Designations shall prevent (i) the purchase or acquisition by the Corporation of shares of Series A Preferred Stock and Parity Stock pursuant to a purchase or exchange offer or offers made to holders of all outstanding shares of Series A Preferred Stock and Parity Stock, provided that (A) as to holders of all outstanding shares of Series A Preferred Stock, the terms of the purchase or exchange offer for all such shares are identical, (B) as to holders of all outstanding shares of a particular series or class of Parity Stock, the terms of the purchase or exchange offer for all such shares are identical, and (C) as among holders of all outstanding shares of Series A Preferred Stock and Parity Stock, the terms of each purchase or exchange offer or offers are substantially identical relative to the liquidation price of the shares of Series A Preferred Stock and each series or class of Parity Stock, (ii) the purchase or acquisition by the Corporation of shares of Series A Preferred Stock, Parity Stock or Junior Stock in exchange for (together with a cash adjustment for fractional shares, if any), or through the application of the proceeds of the sale of, shares of Junior Stock, or (iii) the redemption, purchase or other acquisition of Junior Stock solely in exchange for shares of Junior Stock.

5. Protective Provisions.

(a) In addition to any vote required by this Certificate of Designations, the Amended and Restated Certificate or by applicable law, for so long as any of the shares of Series A Preferred Stock shall remain outstanding, the Corporation shall not, without the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be), separately as a series:

(i) amend, alter or repeal any provision of this Certificate of Designations, whether by merger, share exchange, consolidation or otherwise, in a manner that adversely affects the powers, preferences or rights of the Series A Preferred Stock set forth in the Amended and Restated Certificate (including this Certificate of Designations) (including, without limitation, any such amendment or alteration that would reduce the Liquidation Price or Dividend Rate of the Series A Preferred Stock), unless in each such case each share of Series A Preferred Stock (x) shall remain outstanding without a material and adverse change to the powers, or rights of the Series A Preferred Stock or (y) shall be converted into or exchanged for preferred stock of the surviving entity having powers, preferences and rights substantially identical to that of a share of Series A Preferred Stock (except for any changes to such powers, preferences or rights that do not materially and adversely affect the Series A Preferred Stock and, if permitted by law, the payment of cash in lieu of fractional shares); or

(ii) authorize, create or issue, or increase the authorized or issued amount of, any class of Senior Stock or reclassify any of the authorized Capital Stock into such shares of Senior Stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such shares of Senior Stock.

(b) If the Corporation shall propose to take action specified in Section 5(a)(i) hereof, then the Corporation shall give notice of such proposed amendment, alteration or repeal to each holder of record of the shares of Series A Preferred Stock appearing on the stock books of the Corporation (which may include the records of the Transfer Agent) as of the date of such notice at the address of said holder shown therein and shall cause to be filed with the Transfer Agent a copy of such notice. Such notice shall specify the material terms of such amendment, alteration or repeal. Such notice shall be given at least twenty (20) Business Days prior to the effective date of such amendment, alteration or repeal. If at any time the Corporation shall abandon or cancel the proposed action for which notice has been given under this Section 5(b) of this Certificate of Designations prior to the effective date of such proposed action, the Corporation shall give prompt notice of such abandonment or cancellation to each holder of record of the shares of Series A Preferred Stock appearing on the stock books of the Corporation (which may include the records of the Transfer Agent) as of the date of such notice at the address of said holder shown therein.

(c) In any merger or consolidation, which merger or consolidation by its terms provides for the payment of only cash to the holders of shares of Series A Preferred Stock, each holder of shares of Series A Preferred Stock shall be entitled to receive an amount equal to the Liquidation Price of the shares of Series A Preferred Stock held by such holder, plus an amount equal to the accrued and unpaid dividends (whether or not declared) on such shares since the immediately preceding Dividend Payment Date (or if the first Dividend Payment Date has not occurred, since the Dividend Accrual Commencement Date), in exchange for such shares of Series A Preferred Stock.

6. Voting.

(a) The shares of Series A Preferred Stock are hereby designated as a "Voting Security" for purposes of the Amended and Restated Certificate. The holders of shares of Series A Preferred Stock shall be entitled to vote together as a class generally with the holders of the Common Stock on all matters submitted to a vote of the holders of the Common Stock (together with the holders of any class or series of Senior Stock, Parity Stock or Junior Stock then entitled to vote together as a class with the holders of the Common Stock), except as required in this Certificate of Designations or by applicable law. Each record holder of shares of Series A Preferred Stock shall be entitled to the Votes Per Share for each share of Series A Preferred Stock held by such holder as of the record date for determining stockholders entitled to vote in accordance with Delaware law. The holders of Series A Preferred Stock shall be entitled to notice of any meeting of holders of the Common Stock in accordance with the Bylaws of the Corporation.

(b) Each holder of Series A Preferred Stock will be entitled to the Votes Per Share on any matter on which holders of Series A Preferred Stock are entitled to vote separately as a class or series, whether at a meeting or by written consent.

(c) In the event of any stock split, stock dividend or other distribution, reclassification, recapitalization or similar event affecting the Common Stock and the aggregate number of votes that may be cast by the holders of the Common Stock, voting together as a separate class or series (each such event, an "Adjustment Event"), the Votes Per Share shall be adjusted, to the nearest tenth of a vote per share of Series A Preferred Stock, from and after such Adjustment Event such that the Voting Power immediately prior to such Adjustment Event shall be substantially equivalent to the Voting Power immediately following such Adjustment Event.

7. Preemptive Rights.

The holders of the Series A Preferred Stock will not have any preemptive right to subscribe for or purchase any Capital Stock or other securities which may be issued by the Corporation.

8. Creation of Capital Stock.

Notwithstanding anything set forth in the Amended and Restated Certificate or this Certificate of Designations, except as provided in Section 5(a)(ii) hereof, the Board of Directors, or any duly authorized committee thereof, without the vote of the holders of the Series A Preferred Stock, may authorize and issue additional shares of Capital Stock.

9. No Sinking Fund.

Shares of Series A Preferred Stock shall not be subject to or entitled to the operation of a retirement or sinking fund.

10. Exclusion of Other Rights.

Except as may otherwise be required by law and except for the equitable rights and remedies that may otherwise be available to holders of Series A Preferred Stock, the shares of Series A Preferred Stock shall not have any powers, designations, preferences, or relative, participating, optional or other rights, other than those specifically set forth in this Certificate of Designations.

11. Replacement Certificates.

If physical certificates representing shares of Series A Preferred Stock are issued, the Corporation shall replace any mutilated certificate at the holder's expense upon surrender of that certificate to the Transfer Agent. The Corporation shall replace certificates representing shares of Series A Preferred Stock that become destroyed, stolen or lost at the holder's expense upon delivery to the Corporation and the Transfer Agent of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Transfer Agent and the Corporation.

12. Taxes.

(a) Transfer Taxes. The Corporation shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Series A Preferred Stock or other securities issued on account of Series A Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series A Preferred Stock or other securities in a name other than that in which the shares of Series A Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any Person other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(b) Withholding. All payments and distributions (or deemed distributions) on the shares of Series A Preferred Stock shall be subject to withholding and backup withholding of tax to the extent required by applicable law, and amounts withheld, if any, shall be treated as received by holders.

13. Notices.

All notices referred to in this Certificate of Designations shall be in writing and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of (i) receipt thereof, (ii) three (3) Business Days after the mailing thereof if sent by registered or certified mail (unless first class mail shall be specifically permitted for such notice under the terms of this Certificate of Designations) with postage prepaid, or (iii) one (1) Business Day after the mailing thereof if sent by overnight courier, addressed: (x) if to the Corporation, to its principal place of business (Attention: General Counsel), (y) if to any holder of Series A Preferred Stock, to such holder at the address of such holder as listed in the stock record books of the Corporation (which may include the records of the Transfer Agent) or (z) to such other address as the Corporation or any such holder, as the case may be, shall have designated by notice similarly given.

14. Facts Ascertainable.

The Secretary of the Corporation shall also maintain a written record of (i) the number of shares of Series A Preferred Stock issued to a holder, and the date of each such issuance, and (ii) the Votes Per Share of the shares of Series A Preferred Stock (as may be adjusted pursuant to Section 6(c) of this Certificate of Designations) and the dates and descriptions of all Adjustment Events, and, in each case, shall furnish such written record without cost to any stockholder who so requests.

15. Waiver.

Notwithstanding any provision in this Certificate of Designations to the contrary, any provision contained in this Certificate of Designations and any right of the holders of Series A Preferred Stock granted hereunder may be waived as to all shares of Series A Preferred Stock (and the holders thereof) upon the written consent of the Board of Directors (or an authorized committee thereof) and the holders of a majority of the shares of Series A Preferred Stock then outstanding.

16. Information Rights.

During any period in which the Corporation is not subject to Section 13 or 15(d) of the Exchange Act and any shares of Series A Preferred Stock are outstanding, the Corporation will use its reasonable efforts to (a) transmit by mail (or other permissible means under the Exchange Act) to all holders of Series A Preferred Stock, as their names and addresses appear on the record books of the Corporation (which may include the records of the Transfer Agent) and without cost to such holders, copies of the annual reports on Form 10-K and quarterly reports on Form 10-Q that the Corporation would have been required to file with the Securities and Exchange Commission (the "SEC") pursuant to Section 13 or 15(d) of the Exchange Act if it were subject thereto (other than any exhibits that would have been required); and (b) promptly, upon request, supply copies of such reports to any holders or prospective holder of Series A Preferred Stock. The Corporation will use its reasonable efforts to mail (or otherwise provide) the information to the holders of the Series A Preferred Stock within fifteen (15) days after the respective dates by which a periodic report on Form 10-K or Form 10-Q, as the case may be, in respect of such information would have been required to be filed with the SEC, if the Corporation were subject to Section 13 or 15(d) of the Exchange Act, in each case, based on the dates on which the Corporation would be required to file such periodic reports if it were a "non-accelerated filer" within the meaning of the Exchange Act.

17. Book Entry.

The Series A Preferred Stock shall be issued initially in the form of one or more fully registered global certificates ("Global Preferred Shares") to a custodian for a securities depositary (the "Depositary") that is a "clearing agency" under Section 17A of the Exchange Act (or with such other custodian as the Depositary may direct), and registered in the name of the Depositary or its nominee, duly executed by the Corporation and authenticated by the Transfer Agent. The number of shares of Series A Preferred Stock represented by Global Preferred Shares may from time to time be increased or decreased by adjustments made on the records of the Transfer Agent and the Depositary as hereinafter provided. Members of, or participants in, the Depositary ("Agent Members") shall have no rights under these terms of the shares of Series A Preferred Stock with respect to any Global Preferred Shares held on their behalf by the Depositary or by the Transfer Agent as the custodian of the Depositary or under such Global Preferred Shares, and the Depositary may be treated by the Corporation, the Transfer Agent and any agent of the Corporation or the Transfer Agent as the absolute owner of such Global Preferred Shares for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Transfer Agent or any agent of the Corporation or the Transfer Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Shares.

18. Effective Time.

This Certificate of Designations will become effective at 11:00 p.m., Eastern Time, on the 19th day of August, 2026.

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation this 19th day of August, 2026.

CHARTER COMMUNICATIONS, INC.

By: /s/ Jessica M. Fischer
Jessica M. Fischer
Chief Financial Officer

Exhibit 10.1

EXECUTION VERSION

THIRD AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

Dated as of August 19, 2026

by and among

CHARTER COMMUNICATIONS, INC.,

COX ENTERPRISES, INC.,

COX COMMUNICATIONS EQUITY HOLDINGS, INC.

and

ADVANCE/NEWHOUSE PARTNERSHIP

TABLE OF CONTENTS

		Page
ARTICLE I. DEFINITIONS		1
Section 1.1	Definitions	1
Section 1.2	General Interpretive Principles	11
ARTICLE II. GOVERNANCE		11
Section 2.1	Board Size; Initial Composition	11
Section 2.2	Election and Appointment	11
Section 2.3	Voting on Matters by Board	14
Section 2.4	Committees	15
Section 2.5	Search Committee	16
Section 2.6	Expenses and Fees; Indemnification	17
Section 2.7	Voting as Stockholder	17
Section 2.8	Top Up Rights	18
Section 2.9	Chairman; Lead Independent Director	19
Section 2.10	Corporate Name; Branding	20
Section 2.11	Corporate HQ; Atlanta Presence; Community	20
Section 2.12	Change of Control	20
Section 2.13	Tax Actions	20
ARTICLE III. STANDSTILL, ACQUISITIONS OF SECURITIES AND TRANSFER RESTRICTIONS		21
Section 3.1	Limitation on Share Acquisition and Ownership	21
Section 3.2	Standstill	21
Section 3.3	Permitted Actions	22
Section 3.4	No Investor Party Group	23
Section 3.5	Transfer Restrictions	23
Section 3.6	Rights Plan	26
ARTICLE IV. PREEMPTIVE RIGHTS		27
Section 4.1	Capital Raising Preemptive Rights	27
Section 4.2	Section 16b-3	27
Section 4.3	Matters as to Preemptive Rights	28
ARTICLE V. REPRESENTATIONS AND WARRANTIES		29
Section 5.1	Representations and Warranties of the Company	29
Section 5.2	Representations and Warranties of Cox and Cox Newco	30
Section 5.3	Representations and Warranties of A/N	31
ARTICLE VI. TERMINATION		32
Section 6.1	Termination	32
Section 6.2	Effect of Termination; Survival	33
ARTICLE VII. MISCELLANEOUS		33
Section 7.1	Amendment and Modification	33

Section 7.2	Assignment; No Third-Party Beneficiaries	33
Section 7.3	Binding Effect; Entire Agreement	34
Section 7.4	Severability	34
Section 7.5	Notices and Addresses	34
Section 7.6	Governing Law	35
Section 7.7	Headings	36
Section 7.8	Counterparts	36
Section 7.9	Further Assurances	36
Section 7.10	Remedies	36
Section 7.11	Jurisdiction and Venue	36
Section 7.12	Adjustments	37

THIRD AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

THIS THIRD AMENDED AND RESTATED STOCKHOLDERS AGREEMENT, dated as of August 19, 2026, by and among Charter Communications, Inc., a Delaware corporation (the "Company"), Cox Enterprises, Inc., a Delaware corporation ("Cox"), Cox Communications Equity Holdings, Inc., a Delaware corporation and wholly owned subsidiary of Cox ("Cox Newco") and Advance/Newhouse Partnership, a New York general partnership ("A/N").

RECITALS:

A. The Company (in its own capacity and as successor to CCH I, LLC, a Delaware limited liability company), A/N and Liberty Corporation, a Delaware corporation ("Liberty") are party to that certain Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015 (as amended, the "Existing Stockholders Agreement"), which was entered into in connection with certain transactions described therein.

B. The Company, Cox and Charter Communications Holdings, LLC, a Delaware limited liability company ("Charter Holdings LLC"), entered into that certain Transaction Agreement, dated as of May 16, 2025 (the "Transaction Agreement").

C. In connection with the consummation of the transactions contemplated by the Transaction Agreement, the parties hereto desire to enter into this Agreement, which will amend and restate the Existing Stockholders Agreement, as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. The following terms shall have the meanings ascribed to them below:

"13D Group" means any group of Persons (other than a group comprised solely of Cox Parties or solely of A/N Parties) who, with respect to those acquiring, holding, voting or disposing of Company Common Stock, Company Class B Common Stock or Company Class C Common Stock would, assuming ownership of the requisite percentage thereof, be required under Section 13(d) of the Exchange Act to file a statement on Schedule 13D with the SEC as a "person" within the meaning of Section 13(d)(3) of the Exchange Act.

"Affiliate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act, and "Affiliated" shall have a correlative meaning. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding anything to the contrary set forth in this Agreement: (a) the Company and Cox and their respective Affiliates shall not be deemed to be Affiliates of A/N; (b) the Company and A/N and their respective Affiliates shall not be deemed to be Affiliates of Cox; and (c) for the purposes of this Agreement, Cox and A/N and their respective Affiliates shall not be deemed to be Affiliates of the Company or Charter Holdings LLC.

"Agreement" means this Third Amended and Restated Stockholders Agreement, as amended, modified or supplemented from time to time, in accordance with the terms hereof, together with any exhibits, schedules or other attachments hereto.

"Amended and Restated Certificate" means the Second Amended and Restated Certificate of Incorporation of Company, as in effect on the date hereof.

"A/N" has the meaning set forth in the Preamble.

"A/N Assumption Instrument" means a written instrument, reasonably acceptable to the Company and Cox, to be entered into prior to any Transfer of Company Equity by A/N or any other A/N Party to any A/N Party, pursuant to which such A/N Party will agree to assume and perform the obligations of the Transferring A/N Party under this Agreement (but without releasing A/N from any such obligations); provided that in the event such Transferee ceases to be an A/N Party, as specified herein, all Company Equity held by such Transferee will be deemed Transferred as of such applicable date (and such deemed Transfer shall be a breach of this Agreement unless it is expressly permitted by Section 3.5).

"A/N Designees" means a person designated for nomination by A/N pursuant to Section 2.2(a).

"A/N Director" means an A/N Designee that is elected or appointed to the Board pursuant to the provisions of Section 2.2.

"A/N Interests" has the meaning set forth in Section 5.3(b).

"A/N Letter Agreement" means the Letter Agreement, dated as of August 19, 2026, between the Company, Charter Holdings LLC and A/N.

"A/N Parties" means (a) A/N, (b) any Newhouse Person and (c) each Affiliate of any of the foregoing, until such time as such Person is not an Affiliate of A/N and/or any Newhouse Person. For the avoidance of doubt, references to the ownership or Beneficial Ownership by any A/N Party of any securities or control of any voting power will be deemed to refer to the ownership (whether of record or book-entry through a brokerage account held in the name of such A/N Party) or Beneficial Ownership of such securities or control of such voting power by the A/N Parties collectively.

"Associate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act, and "Associated" shall have a correlative meaning. Notwithstanding anything to the contrary set forth in this Agreement: (a) the Company and Cox and their respective Associates shall not be deemed to be Associates of A/N; (b) the Company and A/N and their respective Associates shall not be deemed to be Associates of Cox; and (c) for the purposes of this Agreement, Cox and A/N and their respective Associates shall not be deemed to be Associates of the Company.

"Beneficially Own" with respect to any securities means having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act without limitation by the 60-day provision in paragraph (d)(1)(i) thereof), and the terms "Beneficial Ownership" and "Beneficial Owner" shall have correlative meanings. Without limiting Section 3.4, any Beneficial Ownership by a Person that is jointly owned by A/N and Cox shall be considered Beneficial Ownership by each such owner to the extent of such owner's equity ownership in such jointly-owned Person.

"Board" or "Board of Directors" means the Board of Directors of the Company.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

"Bylaws" means the Second Amended and Restated Bylaws of the Company, effective on or about the date hereof.

"Cap" means (a) in respect of A/N, nineteen percent (19%); and (b) in respect of Cox, thirty percent (30%).

"Capital Raising Issuance Notice" has the meaning set forth in Section 4.1(b).

"Capital Raising Preemptive Right" has the meaning set forth in Section 4.1(a).

"Capital Raising Transactions" means any offering of shares of Company Common Stock (or any securities convertible into or exchangeable or exercisable for shares of Company Common Stock) for cash, whether registered under the Securities Act or otherwise (other than pursuant to a Rights Plan).

"Capital Stock" means, with respect to any Person at any time, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of capital stock, partnership interests (whether general or limited) or equivalent ownership interests in or issued by such Person.

"Chairman Succession Date" has the meaning set forth in Section 2.9.

"Charter Holdings Class B Common Units" means the Class B Common Units of Charter Holdings LLC.

"Charter Holdings Class C Common Units" means the Class C Common Units of Charter Holdings LLC.

"Charter Holdings Common Units" means the Common Units of Charter Holdings LLC, including the Charter Holdings Class B Common Units and the Charter Holdings Class C Common Units.

"Charter Holdings LLC" has the meaning set forth in the Recitals.

"Charter Holdings Preferred Units" means the Preferred Units of Charter Holdings LLC.

"Charter Holdings Units" means the Charter Holdings Common Units and the Charter Holdings Preferred Units.

"Closing" has the meaning set forth in the Transaction Agreement.

"Closing Date" means the date on which the Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the Preamble.

"Company Change of Control" means a transaction or series of related transactions which would result in (a) the then-existing Company stockholders (on an as-converted or as-exchanged basis) prior to the transaction, or prior to the first transaction if a series of related transactions, no longer having, directly or indirectly, a Voting Interest of fifty percent (50%) or more of the Company or any successor company or (b) any change in the composition of the Board resulting in the persons constituting the Board prior to the transaction, or prior to the first transaction if a series of related transactions, ceasing to constitute a majority of the Board or any successor board of directors (or comparable governing body).

"Company Class B Common Stock" means the Class B Common Stock, par value $0.001 per share, of the Company.

"Company Class C Common Stock" means the Class C Common Stock, par value $0.001 per share, of the Company.

"Company Common Stock" means the Class A Common Stock, par value $0.001 per share, of the Company.

"Company Equity" means the Capital Stock of the Company, Charter Holdings LLC or any of its Subsidiaries (including the Company Common Stock, the Company Class B Common Stock, the Company Class C Common Stock, the Company Series A Cumulative Redeemable Preferred Stock and the Charter Holdings Units).

"Company Material Adverse Effect" means any effect, state of facts, change, development, event, condition or occurrence (each, an "Effect") that has a material adverse effect on the business, results of operations, financial condition, cash flows, assets or liabilities of the Company and its Subsidiaries, taken as a whole, excluding any such Effect to the extent resulting from or arising out of: (i) any change in international, national, regional or industry-wide economic or business conditions (including financial and capital market conditions) or any tariffs, trade wars or similar matters; (ii) changes or conditions generally affecting the multichannel video programming, high-speed Internet, voice, mobile or telecommunications industries in the United States or any other industries in which the Company operates; (iii) changes in general political conditions, any outbreak or escalation of hostilities or acts of war, sabotage, cyberattack or terrorism or natural disasters or any other national or international calamity (including epidemics and pandemics), except to the extent any of the foregoing causes any damage or destruction to or renders unusable any facility or property of the Company or any of its Subsidiaries; (iv) the execution of the agreement providing for the transaction giving rise to the applicable preemptive rights or the announcement, pendency or consummation of the transactions contemplated by any such agreement (including the exercise or consummation of the applicable preemptive rights) (including, in each case, the impact thereof on, any loss of, or adverse change in, the relationship, contractual or otherwise, of the Company and/or its Subsidiaries with their employees, customers, distributors, partners or suppliers or any other Persons with whom they transact business that is proximately caused thereby); (v) any failure by the Company or any of its Subsidiaries, in and of itself, to meet any internal or published projections, forecasts or predictions in respect of financial performance, including revenues, earnings or cash flows, for any period (it being understood that this clause (v) shall not prevent any party from asserting that any fact, change, event, occurrence or effect that may have given rise or contributed to such failure may be taken into account in determining whether there has been a Company Material Adverse Effect); (vi) any actual or proposed change in Law or interpretations thereof; (vii) changes in GAAP (or authoritative interpretation thereof); (viii) any change in the price of the Company Common Stock on the NASDAQ (it being understood that this clause (viii) shall not prevent any party from asserting that any fact, change, event, occurrence or effect that may have given rise or contributed to such change may be taken into account in determining whether there has been a Company Material Adverse Effect); or (ix) compliance with the terms of, or the taking of any action required by, or the failure to take any action prohibited by, this Agreement (provided that this clause (ix) shall not apply to any obligation to operate in the ordinary course set forth in the agreement providing for the transaction giving rise to the applicable preemptive rights); provided that notwithstanding the foregoing, clauses (i), (ii), (iii), (vi) and (vii) shall not apply to the extent that the adverse effect on the Company and/or its Subsidiaries resulting from or arising out of the matters described therein is disproportionate relative to the adverse effects on the other participants in the multichannel video programming, high-speed Internet, voice, mobile or telecommunications industries in the United States or any other industries in which the Company operates, but, in such event, only the incremental disproportionate impact of such changes, conditions, circumstances or developments shall (unless otherwise excluded from the definition of Company Material Adverse Effect) be taken into account in determining whether there has been a Company Material Adverse Effect.

"Company Series A Cumulative Redeemable Preferred Stock" means the Series A Cumulative Redeemable Preferred Stock, par value $0.001 per share, of the Company.

"Cox" has the meaning set forth in the Preamble.

"Cox Approved Designee" has the meaning set forth in Section 2.1(d).

"Cox Assumption Instrument" means a written instrument, reasonably acceptable to the Company and A/N, to be entered into prior to any Transfer of Company Equity by Cox or any other Cox Party to any Cox Party, pursuant to which such Cox Party will agree to assume and perform the obligations of such transferring Cox Party under this Agreement (but without releasing such transferring Cox Party from any such obligations); provided that in the event such Transferee ceases to be a Cox Party, as specified herein, all Company Equity held by such Transferee will be deemed Transferred as of such applicable date (and such deemed Transfer shall be a breach of this Agreement unless it is expressly permitted by Section 3.5).

"Cox Designees" means the Cox Approved Designees or any Replacement thereof, subject to the terms of Section 2.2 or any other person designated for nomination by Cox pursuant to Section 2.2(a).

"Cox Director" means a Cox Designee that is elected or appointed to the Board pursuant to the provisions of Section 2.1(d) or Section 2.2.

"Cox Interests" has the meaning set forth in Section 5.2(b).

"Cox Letter Agreement" means the Letter Agreement, dated as of August 19, 2026, between the Company, Charter Holdings LLC and Cox.

"Cox Newco" has the meaning set forth in the Preamble.

"Cox Parties" means Cox and any of its Affiliates (including Cox Newco), until such time as such Person is not an Affiliate of Cox, and including any Cabot Parent Beneficial Owner (as defined in the Transaction Agreement). For the avoidance of doubt, references to the ownership or Beneficial Ownership by any Cox Party of any securities or the control of any voting power will be deemed to refer to the ownership (whether of record or book-entry through a brokerage account held in the name of such Cox Party) or Beneficial Ownership of such securities or control of such voting power by the Cox Parties collectively.

"Director" means a director of the Company.

"Election Meeting" has the meaning set forth in Section 2.2(a)(i).

"Equity Interest" means, with respect to either Investor Party, as of any date of determination, the percentage represented by the quotient of, without duplication, (a) the number of shares of Company Common Stock owned (whether of record or book-entry through a brokerage account held in the name of such Investor Party or its Affiliates) by such Investor Party or its Affiliates and that would be owned (whether of record or book-entry through a brokerage account held in the name of such Investor Party or its Affiliates) by such Person on a Fully Exchanged Basis *divided by* (b) the number of shares of Company Common Stock that would be outstanding on a Fully Exchanged Basis and fully diluted basis (i.e., assuming all options, warrants, convertible securities and other rights to acquire shares of Company Common Stock have been exercised, vested or settled, without net settlement or application of the treasury stock method).

"Equity Linked Financing" has the meaning set forth in Section 3.5(d).

"Equity Securities" means any equity securities of the Company or securities convertible into or exercisable or exchangeable for equity securities of the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

"Exchange Agreement" has the meaning set forth in the Transaction Agreement.

"Excluded Matter" includes each of the following:

(a) any vote of the Company's stockholders on a Company Change of Control or a sale of all or substantially all of the Company's assets;

(b) any vote of the Company's stockholders to approve any bankruptcy plan or pre-arranged financial restructuring with the Company's or Charter Holdings LLC's creditors;

(c) any vote of the Company's stockholders to approve the creation of a new class of shares of the Company or a new class of units of Charter Holdings LLC;

(d) with respect to each Investor Party, any vote of the Company's stockholders to approve any matter not in the ordinary course and relating to a transaction involving the other Investor Party or any of its Affiliates;

(e) with respect to A/N, any vote of the Company's stockholders in respect of any resolution that would in any way diminish the voting power of the Company Class B Common Stock compared to the voting power of the Company Common Stock or Company Class C Common Stock; and

(f) with respect to Cox, any vote of the Company's stockholders in respect of any resolution that would in any way diminish the voting power of the Company Class C Common Stock compared to the voting power of the Company Common Stock or Company Class B Common Stock.

"Exercise Price" means the price per share at which such shares are offered and sold in a Capital Raising Transaction (net of any underwriting discounts, commissions or similar sale expenses).

"Existing A/N Directors" means the A/N Directors designated for nomination by A/N pursuant to the Existing Stockholders Agreement and serving on the Board as of immediately prior to the Closing.

"Existing Stockholders Agreement" has the meaning set forth in the Recitals.

"Expiration Date" has the meaning set forth in Section 2.9.

"Extension Top Up Period" has the meaning set forth in Section 2.8(a).

"FCC" means the Federal Communications Commission.

"Fully Exchanged Basis" means assuming that all Charter Holdings Class B Common Units, Charter Holdings Class C Common Units, Company Class B Common Stock and Company Class C Common Stock were exchanged into shares of Company Common Stock, and all Charter Holdings Preferred Units were converted into Charter Holdings Class C Common Units and subsequently exchanged into shares of Company Common Stock, in each case in accordance with the terms of the Amended and Restated Certificate, the LLC Agreement and the Exchange Agreement, such that the Company was the sole holder of Charter Holdings Units.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Entity" means any United States or foreign (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including, without limitation, any governmental agency, branch, department, official or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including, without limitation, any arbitral tribunal.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" has the meaning set forth in the Amended and Restated Credit Agreement, dated as of March 18, 1999, as amended and restated on April 26, 2019 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Charter Communications Operating, LLC, CCO Holdings, LLC, the lenders and issuing lenders from time to time party thereto and Bank of America, N.A., as administrative agent.

"Independent" means, with respect to any Person, independent within the meaning of SEC and stock exchange rules and under the applicable Person's corporate governance guidelines, and with no material affiliation or other material business, professional or investment relationship with the A/N Parties or the Cox Parties other than by virtue of his or her relationship with the Company.

"Initial Top Up Period" has the meaning set forth in Section 2.8(a).

"Investor Designee" means any of the A/N Designees or the Cox Designees, as applicable; and "Investor Designees" means all of the A/N Designees and Cox Designees, collectively.

"Investor Director" means any of the A/N Directors or the Cox Directors, as applicable; and "Investor Directors" means all of the A/N Directors and Cox Directors, collectively.

"Investor Party" means either of A/N or Cox, as applicable; and "Investor Parties" means A/N and Cox, collectively.

"Investor Party Group" means (a) with respect to Cox or Cox Newco, the Cox Parties and (b) with respect to A/N, the A/N Parties.

"Law" means any applicable federal, state, local or foreign law, statute, ordinance, rule, guideline, regulation, order, writ, decree, agency requirement, license or permit of any Governmental Entity.

"Leverage Ratio" means the Consolidated Leverage Ratio (as defined in the Amended and Restated Credit Agreement, dated as of March 18, 1999 as amended and restated on April 26, 2019 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Charter Communications Operating, LLC, CCO Holdings, LLC, the lenders and issuing lenders from time to time party thereto and Bank of America, N.A., as administrative agent); provided, however, that references to "Borrower" in such defined term shall, and all defined terms used within the definition of such defined term and within the definitions of all defined terms within such defined terms and so on and so forth such that every instance of the use of the word "Borrower" for purposes of such defined term shall be deemed to instead, refer to "Company."

"Liberty" has the meaning set forth in the Recitals.

"LLC Agreement" has the meaning set forth in the Transaction Agreement.

"Membership Interests" has the meaning set forth in the Transaction Agreement.

"New Securities" has the meaning set forth in Section 4.1(a).

"Newhouse Person" means any (i) individual that is a lineal descendent (including adoptees) of Meyer Newhouse and Rose Newhouse; (ii) a Person who is primarily directly or indirectly owned, controlled or established for the benefit of the lineal descendants (including adoptees) of Meyer Newhouse and Rose Newhouse; and (iii) any group consisting solely of any Person described in clause (i)-(ii), in the case of each of (i) through (iii), who has executed an A/N Assumption Instrument.

"Ownership Threshold" means (a) with respect to an Investor Party's right to designate for nomination Investor Designees pursuant to Section 2.2, the thresholds set forth in Section 2.2(a), (b) with respect to an Investor Party's right to select a Director to serve on the Search Committee pursuant to Section 2.5, the thresholds set forth in clauses (i) and (ii) of Section 2.5(a), (c) with respect to an Investor Party's right to have at least one Investor Designee appointed to each committee of the Board pursuant to Section 2.4(a), the thresholds set forth in Section 2.4(a), and (d) with respect to the written consent rights of Cox pursuant to Section 2.7(b)(i), the threshold set forth in Section 2.7(b)(i).

A "Permanent Reduction" of an Investor Party's Equity Interest shall be deemed to have occurred with respect to a specified percentage of such Investor Party's Equity Interest following the delivery by such Investor Party of a written notice to the other parties hereto that such Investor Party agrees not to acquire Beneficial Ownership of additional Equity Securities within the one (1) year period following such notice (which notice shall be delivered by the applicable Investor Party promptly following the good faith determination by such Investor Party that it intends not to make any such acquisitions); provided, however, that once any Investor Party has an Equity Interest equal to or less than five percent (5%), such Investor Party will be deemed to have Permanently Reduced its Equity Interest to five percent (5%).

"Permitted Transfer" shall mean any Transfer (or deemed Transfer) of Company Equity effected in compliance with Section 3.5(b)(viii), Section 3.5(b)(ix), Section 3.5(c) and Section 3.5(d), to the extent applicable.

"Person" shall mean any natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, foundation, unincorporated organization or government or other agency or political subdivision thereof.

"Preemptive Share Purchase" means the exercise of the Capital Raising Preemptive Right.

"Preemptive Share Purchase Closing" means closing of the Preemptive Share Purchase.

"Pro Rata Portion" means, with respect to an Investor Party, for any issuance of New Securities, the number of New Securities equal to the product of (a) the total number of New Securities to be issued by the Company in such issuance (including any securities to be issued to all Investor Parties) and (b) the Investor Party's Equity Interest on such issuance date (immediately prior to any such issuance of New Securities).

"Prohibited Person" has the meaning set forth in Section 3.5(b)(iii).

"Purchasing Investor Party" means an Investor Party that has duly exercised its Capital Raising Preemptive Right in accordance with this Agreement.

"Registration Rights Agreement" has the meaning set forth in the Transaction Agreement.

"Replacement" has the meaning set forth in Section 2.2(e).

"Representatives" means, with respect to a party, its and its Affiliates' respective directors, officers, employees and agents.

"Rights Plan" has the meaning set forth in Section 3.6.

"Rule 16b-3" means Rule 16b-3 promulgated under the Exchange Act or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"Rule 144" means Rule 144 promulgated under the Securities Act or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"Rule 144A" means Rule 144A promulgated under the Securities Act or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"Search Committee" has the meaning set forth in Section 2.5(a).

"SEC" means the U.S. Securities and Exchange Commission.

"Section 16 Exemption" has the meaning set forth in Section 4.2.

"Section 16(b)" has the meaning set forth in Section 4.2.

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

"Stand Alone Margin Loan" has the meaning set forth in Section 3.5(c).

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at any time directly or indirectly owned by such Person.

"Tax" or "Taxes" means all federal, state, local or non-U.S. taxes, charges, fees, duties, levies or other assessments, including income, gross receipts, stamp, occupation, premium, environmental, windfall profits, value added, severance, property, production, sales, use, transfer, registration, duty, license, excise, franchise, payroll, employment, social security (or similar), unemployment, disability, withholding, alternative or add-on minimum, estimated, or other taxes, whether disputed or not, imposed by any Governmental Entity, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax-Deferred Basis" means a transaction in which gain or loss is deferred for Federal income Tax purposes (including, for the avoidance of doubt, for purposes of any Federal alternative minimum Tax), including, without limitation, an exchange under Section 1031 of the Code.

"Threshold Breach Event" means an action, event or other circumstance that has caused (a) the applicable Investor Party to fall below the applicable Ownership Threshold such that, if an annual or special meeting of stockholders were to occur at such time, then the number of Investor Designees that either A/N or Cox would be entitled to designate for nomination pursuant to Section 2.2(a) would be reduced by one or more Directors, (b) the applicable Investor Party to fall below the applicable Ownership Threshold such that, if a Search Committee were to be formed pursuant to Section 2.5 at the time of such event, the applicable Investor Party would no longer hold the right to select a Director to serve on the Search Committee, (c) the applicable Investor Party to fall below the applicable Ownership Threshold such that the applicable Investor Party would no longer hold the right to have at least one Investor Designee appointed to each committee of the Board, or (d) the applicable Investor Party to fall below the applicable Ownership Thresholds for the consent rights specified in Section 2.7.

"Top Up Right" has the meaning set forth in Section 2.8(a).

"Total Voting Power" means the total number of votes that may be cast generally in the election of Directors if all outstanding Voting Securities were present and voted at a meeting held for such purpose (provided that this calculation shall take into account the number of votes represented by the shares of Company Class B Common Stock and Company Class C Common Stock outstanding).

"Trading Day" means any day on which The Nasdaq Stock Market is open for regular trading of the Company Common Stock.

"Transaction Agreement" has the meaning set forth in the Recitals.

"Transfer" means, when used as a noun, any direct or indirect, voluntary or involuntary, sale, disposition, hypothecation, mortgage, gift, pledge, assignment, attachment or other transfer (including the creation of any derivative or synthetic interest, including a participation or other similar interest) and, when used as a verb, voluntarily to directly or indirectly sell, dispose, hypothecate, mortgage, gift, pledge, assign, attach or otherwise transfer, in any case, whether by operation of law or otherwise.

"Unaffiliated Director" means a Director who is not an Investor Director.

"Voting Cap" means (a), in the case of Cox, thirty percent (30%); and (b), in the case of A/N, fifteen percent (15%).

"Voting Interest" means, with respect to any Person, the percentage equal to the quotient of (a) the total number of votes that may be cast generally in the election of Directors by such Person and its Affiliates at a meeting held for such purpose (provided that the calculation pursuant to this clause (a) shall take into account the number of votes represented by the shares of Company Class B Common Stock and Company Class C Common Stock outstanding and held by such Person, as applicable, and its Affiliates) *divided by* (b) the Total Voting Power.

"Voting Securities" means the shares of Company Common Stock, shares of Company Class B Common Stock and shares of Company Class C Common Stock, and any securities of the Company entitled to vote generally for the election of Directors.

"VWAP" means, for any Trading Day, a price per share of Company Common Stock equal to the volume-weighted average price of the Rule 10b-18 eligible trades in the shares of Company Common Stock for the entirety of such Trading Day as determined by reference to the screen entitled "CHTR <EQUITY> AQR SEC" as reported by Bloomberg L.P. (without regard to pre-open or after hours trading outside of any regular trading session for such Trading Day).

Section 1.2 General Interpretive Principles. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. The name assigned this Agreement and the Section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof. Unless otherwise specified, the terms "hereof," "herein" and similar terms refer to this Agreement as a whole (including the exhibits hereto), and references herein to Sections refer to Sections of this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "either" and "or" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not simply mean "if." A reference to "financial institution" includes, but is not limited to, any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, reinsurance company, broker-dealer, investment bank, securities firm, mutual fund, hedge fund, private equity fund, private credit fund, pension fund, sovereign wealth fund, registered investment company, swap dealer, major swap participant, security-based swap dealer, major security-based swap participant, government-sponsored enterprise, finance company, financial holding company, bank holding company, any other entity primarily engaged in the business of banking, lending, investing, underwriting, brokerage, asset management, custody, payment processing, money transmission, financial advisory, financial data services, factoring, leasing or insurance, any Governmental Entity or instrumentality thereof acting in a financial or monetary capacity, or any other Person that is organized, chartered, licensed, registered or regulated as a financial institution under the Laws of any jurisdiction, in each case, whether domestic or foreign.

ARTICLE II.
GOVERNANCE

Section 2.1 Board Size; Initial Composition. On the Closing Date:

(a) the size of the Board shall be thirteen (13) directors;

(b) Liberty shall cause the resignation as a Director of each of the Liberty Directors (as defined in the Existing Stockholders Agreement);

(c) the Existing A/N Directors shall continue to serve on the Board in accordance with the terms of Section 2.2, the Amended and Restated Certificate and the Bylaws;

(d) three (3) individuals designated as Cox Designees by Cox (with the prior approval of the Company (not to be unreasonably withheld)) (each, a "Cox Approved Designee") shall be appointed as a Director. Alexander C. Taylor shall be a Cox Approved Designee.

Section 2.2 Election and Appointment.

(a) From and after the Closing, the manner of selecting nominees for election to the Board of Directors shall be as follows:

(i) Investor Nominees. In connection with each annual or special meeting of stockholders of the Company at which Directors are to be elected (each such annual or special meeting, an "Election Meeting"), each Investor Party shall have the right to designate for nomination (it being understood that such nomination may include any nomination of any incumbent Investor Director (or a Replacement) by the Board (upon the recommendation of the Nominating and Corporate Governance Committee)) a number of Investor Designees as follows, in each case subject to Section 2.8(a):

(A) three (3) Investor Designees, if such Investor Party's Equity Interest or Voting Interest is greater than or equal to twenty percent (20%);

(B) two (2) Investor Designees, if such Investor Party's Equity Interest and Voting Interest are both less than twenty percent (20%) but such Investor Party's Equity Interest or Voting Interest is greater than or equal to eleven percent (11%);

(C) one (1) Investor Designee, if such Investor Party's Equity Interest and Voting Interest are both less than eleven percent (11%) but such Investor Party's Equity Interest or Voting Interest is greater than or equal to five percent (5%), or, in the case of Cox, Cox's Equity Interest is greater than or equal to twenty-five percent (25%) of the Equity Interest owned by Cox and its Affiliates immediately after, and giving effect to, the Closing; and

(D) no Investor Designees, if such Investor Party's Equity Interest and Voting Interest are both less than five percent (5%) and, in the case of Cox, Cox's Equity Interest is less than twenty-five percent (25%) of the Equity Interest owned by Cox and its Affiliates immediately after, and giving effect to, the Closing;

provided that notwithstanding anything to the contrary contained herein, A/N shall be entitled to two (2) Investor Designees if A/N owns an Equity Interest or Voting Interest of less than twenty percent (20%) but greater than or equal to nine percent (9%).

(ii) Each of A/N and Cox shall give written notice to the Nominating and Corporate Governance Committee of each A/N Designee or Cox Designee, respectively, no later than the date that is sixty (60) days prior to the first anniversary of the date that the Company's annual proxy for the prior year was first mailed to the Company's stockholders; provided that if either of A/N or Cox fails to give such notice in a timely manner, then such Investor Party shall be deemed to have nominated the incumbent A/N Director(s) or Cox Director(s), respectively, in a timely manner (unless the number of incumbent A/N Directors or Cox Directors is less than the number of A/N Designees or Cox Designees, respectively, the applicable Investor Party is entitled to designate pursuant to clause (i) above, in which case the Company and the applicable Investor Party shall use their respective reasonable best efforts to mutually agree on a designee or designees to satisfy the requirements of clause (i) above).

(iii) Notwithstanding anything to the contrary in this Agreement, in no event shall either Investor Party or both Investor Parties collectively have the right to designate pursuant to this Section 2.2 a number of Directors that, assuming the election or appointment, as applicable, of such designees, would result in the number of Investor Directors being equal to or greater than fifty percent (50%) of the total number of seats on the Board, set forth in Section 2.1(a).

(b) The candidates for any Unaffiliated Director positions to be included in management's slate of nominees shall be selected by the Nominating and Corporate Governance Committee by vote of (i) a majority of the Unaffiliated Directors on the Nominating and Corporate Governance Committee at such time and (ii) a majority of all the Directors on the Nominating and Corporate Governance Committee at such time.

(c) Subject to Section 2.2(e), the Company and the Board of Directors, including the Nominating and Corporate Governance Committee, shall cause each Investor Designee designated in accordance with Section 2.2(a) to be included in management's slate of nominees for election as a Director at each Election Meeting and to recommend that the Company's stockholders vote in favor of the election of each Investor Designee.

(d) The Company shall use reasonable best efforts to, and shall use reasonable best efforts to cause the Board of Directors and the Nominating and Corporate Governance Committee to, cause the election of each Investor Designee to the Board of Directors at each Election Meeting (including supporting the Investor Designee for election in a manner no less rigorous and favorable than the manner in which the Company supports the other nominees).

(e) If any Investor Designee (i) is unable to serve as a nominee for appointment on the Closing Date or for election as a Director or to serve as a Director, for any reason, (ii) is removed (upon death, resignation or otherwise) or fails to be elected at an Election Meeting solely as a result of such Investor Designee failing to receive a majority of the votes cast, or (iii) is to be substituted by the Investor Party (with the relevant Investor Designees' consent and resignation) for election at an Election Meeting, the Investor Party shall have the right to submit the name of a replacement for each such Investor Designee (each a "Replacement") to the Company for its approval (such determination to be made by the Unaffiliated Directors acting in good faith and consistent with the Company's nominating and governance practices (consistently applied) in effect from time to time) and who shall, if so approved, serve as the nominee for election as Director or serve as Director in accordance with the terms of this Section 2.2. For each proposed Replacement that is not approved by the Company, the Investor Party shall have the right to submit another proposed Replacement to the Company for its approval on the same basis as set forth in the immediately preceding sentence. The Investor Party shall have the right to continue submitting the name of a proposed Replacement to the Company for its approval until the Company approves that a Replacement may serve as a nominee for election as Director or to serve as a Director whereupon such person is appointed as the Replacement. An Investor Designee shall, at the time of nomination and at all times thereafter until such individual's service on the Board of Directors ceases, meet any applicable requirements or qualifications under applicable Law or applicable stock exchange rules. The Company acknowledges that, as of the date of this Agreement, to the Company's knowledge, each of the Existing A/N Directors meets the standards set forth above.

(f) Notwithstanding anything to the contrary in this Agreement neither the Nominating and Corporate Governance Committee, the Company nor the Board of Directors shall be under any obligation to appoint upon the Closing Date or nominate and recommend (i) a proposed Investor Designee (other than an Existing A/N Director or Mr. Taylor) if, as determined in good faith by the Unaffiliated Directors, service by such nominee as a Director would reasonably be expected to fail to meet the independence standard of any stock exchange on which the Voting Securities are listed or traded (including, for the avoidance of doubt, taking into account the position discussed in the first paragraph of IM-5605. Definition of Independence — Rule 5605(a)(2) of the Listing Rules of The Nasdaq Stock Market with respect to stock ownership by itself not precluding a finding of independence) or otherwise violate applicable Law, stock exchange rules or the Corporate Governance Guidelines of the Company (consistently applied), or (ii) a Cox Approved Designee or Existing A/N Director if, as determined in good faith by the Unaffiliated Directors, service by such nominee as a Director would reasonably be expected to violate applicable Law or applicable stock exchange rules, and in each such case the Company shall provide the Investor Party that designated such Investor Designee with a reasonable opportunity to designate a Replacement.

(g) The Investor Party who designated any Investor Director shall promptly take all appropriate action to cause to resign from the Board, and each Cox Party or A/N Party, as applicable, shall vote any Voting Securities then held by such Investor Party in favor of removal of an Investor Director if, as determined in good faith by the Unaffiliated Directors, service by such Investor Director as a Director would reasonably be expected to violate applicable Law or applicable stock exchange rules.

(h) From and after the Closing Date, so long as the Company is in compliance with Sections 2.2(c) and 2.4(a), subject to Section 2.7(a), each A/N Party and Cox Party shall (i) cause all Voting Securities Beneficially Owned by any member of such Investor Party Group, or over which any member of such Investor Party Group otherwise has voting discretion or control to be present at any stockholder meeting at which Directors are elected or removed either in person or by proxy, (ii) vote, and exercise rights to consent with respect to, such Voting Securities (A) in favor of all Director nominees nominated by the Nominating and Corporate Governance Committee (including the Investor Designees), (B) against any other nominees, and (C) against the removal of any Director (including any Unaffiliated Director) if the Nominating and Corporate Governance Committee so recommends, provided, in each case, that, with respect to the Unaffiliated Directors, each member of such Investor Party Group shall instead vote, or exercise rights of consent in respect to, such Voting Securities in the same proportion as the Voting Securities that are voted or which the rights of consent with respect to such Voting Securities are exercised, by stockholders other than the A/N Parties and the Cox Parties or (without limiting Sections 3.2 and 3.4) any group (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) which includes any of the foregoing are voted or consents with respect thereto are delivered, if doing so would cause a different outcome with respect to the Unaffiliated Directors and (iii) not take, alone or in concert with other Persons, any action to remove or oppose any Unaffiliated Director or to seek to change the size or composition of the Board of Directors or otherwise seek to expand such Investor Party's representation on the Board of Directors in a manner inconsistent with Section 2.2(a).

(i) Subject to Section 2.8, if an Investor Party falls below an Ownership Threshold specified in Section 2.2(a) (subject to the proviso included therein), then the applicable Investor Party shall, forthwith (and in any event within two (2) Business Days), cause such number of such Investor Party's Investor Directors then serving on the Board to resign from the Board (such resigning Investor Directors to be selected at the nominating Investor Party's discretion, and to be replaced by nominees chosen by the Unaffiliated Directors) as is necessary so that the remaining number of such Investor Party's Investor Directors then serving on the Board is less than or equal to the number of Investor Designees that the Investor Party is then entitled to designate for nomination pursuant to Section 2.2(a). If any director ceases to be in office (upon death, resignation, removal or otherwise), then Cox, A/N and the Nominating and Corporate Governance Committee, as applicable, shall use reasonable best efforts to select a replacement and to cause such replacement to be seated as promptly as practicable.

Section 2.3 Voting on Matters by Board.

(a) From and after the Closing:

(i) any action of the Board other than those described in clause (ii) below shall require the approval of a majority of the full Board; and

(ii)

(A) for so long as either A/N or Cox has a Voting Interest or Equity Interest equal to or greater than twenty percent (20%), subject to the following clause (B), any Company Change of Control shall require the approval of (1) a majority of the full Board and (2) a majority of the Unaffiliated Directors;

(B) any transaction involving either A/N and/or Cox (or any of their respective Affiliates or Associates) and the Company (other than a Preemptive Shares Purchase, the exercise by the Company of its right to offer to purchase Charter Holdings Preferred Units in connection with a potential Transfer thereof on the terms set forth in the LLC Agreement or any equity repurchases or redemptions permitted in accordance with this Agreement, the LLC Agreement, the Cox Letter Agreement and the A/N Letter Agreement, as applicable), or any transaction in which A/N and/or Cox (or any of their respective Affiliates or Associates) will be treated differently from the holders of, in the case of A/N (or any of its Affiliates or Associates), Company Common Stock or Company Class C Common Stock, and in the case of Cox (or any of its Affiliates or Associates), Company Common Stock or Company Class B Common Stock, shall require the approval of (1) a majority of the Unaffiliated Directors plus (2) a majority of the directors designated by the party without such a conflicting interest; provided that the approval requirement referred to in this clause (2) shall not apply to ordinary course programming, distribution and other commercial agreements and related ancillary agreements (for example, advertising and promotions) entered into on an arms' length basis; and

(C) any amendment to the Amended and Restated Certificate shall require the approval of (1) a majority of the full Board and (2) a majority of the Unaffiliated Directors.

(b) Decisions of the Unaffiliated Directors shall exclude any who are not Independent of the Company, Cox and A/N.

Section 2.4 Committees.

(a) On the Closing Date, and subsequently in connection with each Election Meeting, the Company and the Board agree to cause the appointment of at least one (1) A/N Designee and at least one (1) Cox Designee (in each case as selected by the applicable Investor Party) to each of the committees of the Board (other than any Search Committee, which is governed by Section 2.5, and other than any committee formed for the purpose of evaluating a transaction or arrangement with such Investor Party or any of its Affiliates or Associates); provided that such Investor Designee meets the independence and other requirements under applicable Law, such committee's charter and applicable stock exchange rules for such committee; provided, further, that (x) (without limiting any rights of the Investor Parties to have the Investor Designees sit on such committees) the Nominating and Corporate Governance Committee and the Compensation and Benefits Committee shall each have at least a majority of Unaffiliated Directors; provided, further, that, subject to Section 2.8, an Investor Party shall lose the right to have at least one (1) Investor Designee appointed to any such committee at such time that a Threshold Breach Event has occurred with respect to such Investor Party's Equity Interest or Voting Interest levels such that such Investor Party no longer has the right to designate at least two (2) Investor Designees pursuant to Section 2.2, (y) in the event Cox or A/N is unable to designate at least one (1) Investor Designee to the Audit Committee of the Board pursuant to this Section 2.4(a) solely due to independence requirements under applicable Law or applicable stock exchange rules, Cox or A/N, as applicable, shall be entitled to designate one (1) Investor Designee to attend all meetings of such committee in a nonvoting observer capacity so long as Cox or A/N, as applicable, retains the right to designate at least one (1) Investor Designee to each of the committees of the Board pursuant to this Section 2.4(a), and (z) with respect to A/N, the Existing A/N Directors serving on such committees of the Board as of immediately prior to the Closing pursuant to the Existing Stockholders Agreement shall continue to serve in such capacity on the Closing Date, and this Section 2.4 shall not require any changes to such Existing A/N Directors on and from the Closing Date. In the event the inability of an Investor Designee to serve on the Board as described in Section 2.2(e)(i) or (ii), as applicable, results in a vacancy on one of such committees, the applicable Investor Party shall have the right to submit that the Replacement proposed pursuant to Section 2.2(e) be appointed to fill such committee vacancy, subject to the provisions of this Section 2.4. In the event an Investor Designee is removed by the Board from the committee on which such Investor Designee serves, the applicable Investor Party shall have the right to submit the name of another Investor Designee to fill the committee vacancy as a result of such removal, subject to the provisions of this Section 2.4.

(b) The applicable Investor Party shall promptly take all appropriate action to cause to resign from any committee set forth in Section 2.4(a) any Investor Director if, as determined in good faith by the Unaffiliated Directors, service by such Investor Director on such committee would reasonably be expected to violate applicable Law or applicable stock exchange rules.

Section 2.5 Search Committee.

(a) In connection with (x) any search for new candidates to serve as the Chief Executive Officer or (y) nomination of a Chairman of the Board (other than the Chairman to be appointed pursuant to Section 2.9), the Board shall create a five (5)-person search committee (the "Search Committee"), which committee shall consist of:

(i) one (1) A/N Director selected by A/N until such time as A/N's Equity Interest or Voting Interest is no longer greater than or equal to nine percent (9%);

(ii) one (1) Cox Director selected by Cox, until such time as Cox's Equity Interest or Voting Interest is no longer greater than or equal to eleven percent (11%); and

(iii) Unaffiliated Directors for such remaining number of Directors (and, for the avoidance of doubt, in the event that A/N and/or Cox does not have the right to appoint an Investor Director to the Search Committee pursuant to the prior clauses (i) and/or (ii), the Unaffiliated Directors shall select one or more additional Unaffiliated Director(s) to fill such position, such that the Search Committee shall at all times consist of five (5) Directors in total);

provided that, subject in each case to Section 2.8, in the event that a Threshold Breach Event has occurred with respect to either A/N's or Cox's right to appoint an Investor Director to the Search Committee, then the applicable Investor Party shall, within two (2) Business Days of such Threshold Breach Event, cause such Investor Party's Investor Directors then serving on the Search Committee to resign from the Search Committee and such Director shall be replaced on the Search Committee by a Director selected by the full Board and provided, further, that in the event neither A/N nor Cox is entitled to appoint an Investor Director to the Search Committee pursuant to a Threshold Breach Event, then the Search Committee shall be constituted as directed by the full Board.

(b) Any selection of a candidate or other action by the Search Committee shall require the affirmative vote of at least three (3) of the five (5) Directors on the Search Committee; provided that no Investor Director (if any) on such committee shall be entitled to cast a vote with respect to any candidate considered for a position by the Search Committee that is Affiliated or otherwise Associated with the Investor Party that designated such Investor Director, or with such Investor Party's respective Affiliates (including any person that is an employee, officer, director, partner, manager, agent or other representative of such Investor Party or such Investor Party's Affiliates), and the required approval in respect of any such candidate shall be the unanimous vote of the other Directors then serving on the Search Committee.

Section 2.6 Expenses and Fees; Indemnification. Each Investor Designee elected to the Board will be entitled to compensation (including equity compensation, provided, for the avoidance of doubt, that no equity compensation payable to an Investor Designee will be deemed to be Beneficially Owned by the Investor Party designating such Investor Designee) and other benefits consistent with the compensation and benefits paid or made available to Unaffiliated Directors, and the Company will reimburse each Investor Designee for his reasonable expenses, consistent with the Company's policy for such reimbursement in effect from time to time, incurred attending meetings of the Board and/or any committee of the Board. The Company shall indemnify, or provide for the indemnification of, including, subject to applicable Law, any rights to the advancement of fees and expenses, the Investor Designees and provide the Investor Designees with director and officer insurance to the same extent it indemnifies and provides insurance for the non-employee members of the Board of Directors.

Section 2.7 Voting as Stockholder.

(a) Voting Cap. From and after the Closing, each Cox Party and each A/N Party agrees (except with respect to any Excluded Matter with respect to such Investor Party) to vote, and exercise rights to consent with respect to, all Voting Securities Beneficially Owned by such Cox Party or A/N Party, as applicable, or over which such Cox Party or A/N Party, as applicable, otherwise has voting discretion or control, in each case, with respect to which such Cox Party's or A/N Party's Voting Interest, as applicable, that is in excess of the applicable Investor Party's Voting Cap in the same proportion as all other votes cast with respect to the applicable matter (such proportion determined without inclusion of the votes cast by (x) the A/N Parties or the Cox Parties, respectively (but only if A/N or Cox, respectively, has the right to nominate one or more Directors hereunder) or (y) any other Person or group (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) that Beneficially Owns Voting Securities representing ten percent (10%) or more of the Total Voting Power (other than any such Person or group that reports its holdings of Company Equity on a statement on Schedule 13G filed with the SEC and is not required under Section 13(d) of the Exchange Act to file a statement on Schedule 13D with the SEC in respect thereof)).

(b) Consent Rights.

(i) From and after the Closing and subject to Section 2.8, for so long as Cox's Equity Interest or Voting Interest is greater than or equal to twenty percent (20%), without the prior written consent of Cox:

(A) the Company shall not, and shall not permit any Subsidiary of the Company to, directly or indirectly, incur Indebtedness (other than solely to refinance existing Indebtedness in an aggregate principal amount (or, if issued with original issue discount or premium, the aggregate issue price) no greater than the aggregate principal amount (or if issued with original issue discount or premium, the aggregate accreted value) of the Indebtedness being refinanced plus refinancing premium and expenses), if immediately following such incurrence the Company's Leverage Ratio determined as of the last day of any fiscal quarter of the Company would exceed 4.5x or, following the date that is three (3) years after the Closing Date, 4.0x;

(B) the Company shall not fundamentally change the business or material investments of the Company to an extent that would constitute a significant departure from the Company's existing business, or voluntarily liquidate, dissolve or wind-up the Company or Charter Holdings LLC;

(C) the Company shall not sell, distribute, or transfer, five percent (5%) or more of the fair market value, determined as of immediately prior to the Closing, of the Membership Interests or assets considered to be contributed by Cox Newco for U.S. federal income tax purposes pursuant to the Transaction Agreement, within the seven (7)-year period following the Closing Date, if such sale, distribution, or transfer would not occur on a Tax-Deferred Basis in all material respects;

(D) the Company shall not increase the size of the Board, except to the extent the Company provides for a proportionate increase in the number of Investor Designees to which each Investor Party is entitled pursuant to Section 2.2; and

(E) so long as any Charter Holdings Preferred Units are outstanding, Charter Holdings LLC shall not issue any additional Charter Holdings Preferred Units or any preferred units of Charter Holdings LLC of any class having a liquidation preference equal or superior to that of the Charter Holdings Preferred Units.

(ii) For the avoidance of doubt and subject to Section 2.8, in the event that a Threshold Breach Event has occurred with respect to the consent rights of Cox specified in this Section 2.7(b), Cox shall no longer have such consent rights.

Section 2.8 Top Up Rights.

(a) If a Threshold Breach Event occurs with respect to Cox or A/N with respect to Sections 2.2, 2.4, 2.5 and/or 2.7(b) and such Threshold Breach Event did not result in whole or in part from a sale by a Cox Party or A/N Party, as applicable, of Company Equity (which, for avoidance of doubt, shall not include any Permitted Transfers that do not reduce the applicable Investor Party's Equity Interest or Voting Interest) or the Investor Party's failure to exercise its rights pursuant to Article IV, then, following the Threshold Breach Event, such Investor Party on prior written notice to the Company that it intends to restore its Equity Interest or Voting Interest to the applicable Ownership Threshold within the Initial Top Up Period, shall be entitled to defer the applicable Director's resignation from the Board, the applicable Director's removal or resignation from each committee of the Board of which such Director is a member, the applicable Director's resignation from the Search Committee or the loss of consent rights, as applicable, until the date that is three (3) months (the "Initial Top Up Period") after the date upon which the Investor Party first fell below the applicable Ownership Threshold (the "Top Up Right"); provided that, with respect to a Threshold Breach Event pursuant to Section 2.2, such deferral right shall not be available for more than one (1) Director per Investor Party at any time unless the Top Up Right arises in connection with a dilutive transaction not subject to the Capital Raising Preemptive Rights, or multiple dilutive transactions not subject to Capital Raising Preemptive Rights, each closing within a three (3)-month period, in which case the applicable Investor Party shall be permitted to defer resignations of up to two (2) Directors for three (3) months following the last such dilutive transaction; provided further that to the extent that an Investor Party, or the Investor Designees, are subject to black out restrictions implemented by the Company with respect to the Company Common Stock resulting in fewer than thirty (30) trading days exempt from black out restrictions in such three (3)-month period, then such three (3)-month period shall be extended for up to an additional three (3) months (the "Extension Top Up Period"), provided further, that in no event shall the Initial Top Up Period and the Extension Top Up Period together exceed six (6) consecutive months with respect to the applicable Investor Party for a Threshold Breach Event, provided further, that both Cox and A/N may exercise the Top Up Right simultaneously, and provided further, notwithstanding anything to the contrary contained herein, any rights granted under this Agreement to an Investor Party which are dependent on such Investor Party having the right to select a certain number of Investor Designees shall not be lost until the expiration of any Extension Top Up Period or, if no such Extension Top Up Period occurs, the Initial Top Up Period, in each case, as applicable to such Investor Party for the relevant Threshold Breach Event.

(b) If an Investor Party delivers written notice to the Company pursuant to Section 2.8(a) that it intends to exercise the Top Up Right in respect of a Threshold Breach Event, in the event that the Company issues New Securities in a Capital Raising Transaction, and with respect to which such Investor Party may exercise its Capital Raising Preemptive Right, such Investor Party shall not be deemed to have fallen below any Ownership Threshold during the period from the date of the applicable Capital Raising Issuance Notice until the date its Capital Raising Preemptive Right expires unexercised, or if exercised, the date of closing of such purchase; provided that the exercise in full of the applicable Capital Raising Preemptive Right would enable Cox or A/N, as applicable, to remain at or above the applicable Ownership Threshold.

Section 2.9 Chairman; Lead Independent Director. If Alexander C. Taylor is a Cox Designee serving on the Board at such time, on the Closing Date, Mr. Taylor will serve as the Chairman of the Board. The initial term of Mr. Taylor as Chairman of the Board shall expire effective as of the earlier of (a) the three (3)-year anniversary of the Closing Date (the "Expiration Date") or (b) any date as of which Mr. Taylor ceases to serve as a member of the Board for any reason in accordance with the Bylaws and this Section 2.9 (such date, the "Chairman Succession Date"). Mr. Taylor's service as a member of the Board need not cease upon the cessation of his term as Chairman of the Board pursuant to clause (a) of the immediately preceding sentence. The Board will then follow its normal annual process. The lead independent director of the Board at the Closing Date shall be Eric L. Zinterhofer. From and after the Chairman Succession Date, Christopher L. Winfrey, the chief executive officer of the Company, will serve as Chairman of the Board; provided that if Mr. Winfrey is no longer a member of the Board or is unwilling to serve as Chairman of the Board, then Mr. Zinterhofer instead will serve as Chairman of the Board (subject to his continued membership on the Board and willingness to serve). From the Closing Date through the Chairman Succession Date, or any subsequent time when the Chairman of the Board is not an independent director, the Board shall have a lead independent director who shall be elected by a majority of the members of the Board. The following actions shall require the affirmative vote of at least seventy-five percent (75%) of the full Board (rounded up to the nearest whole number and including at least one Cox Director): (i) prior to the Expiration Date, the removal of Mr. Taylor from his position as the Chairman of the Board or any election or appointment of a replacement Chairman of the Board (including to fill a vacancy in any such position); and (ii) prior to the Expiration Date, the failure to appoint or re-nominate Mr. Taylor as a member of the Board.

Section 2.10 Corporate Name; Branding. No later than one (1) year following the Closing, the Company shall take all actions as are necessary to change the name of the Company to "Cox Communications, Inc." In the absence of a Company Change of Control, the Company shall cause such name change to remain in effect for at least two (2) years after the Closing Date, and thereafter until such time as the Board, acting upon the affirmative vote of at least two-thirds of the full Board, approves a change of name of the Company; provided that, from and after such change of name to "Cox Communications, Inc." and after good faith consultation with the other party, the Company shall have the right to, and Cox shall have the right to cause the Company to, change the name of the Company to a name that does not include a reference to "Cox," if, in the Company's or Cox's, as applicable, good faith judgment, the "Cox" name has suffered a materially adverse reputational impact due to (x) in the case of such an election by Cox, actions taken by the Company or a third party that are outside of Cox's control and (y) in the case of such an election by the Company, actions taken by Cox or a third party that are outside of the Company's control; provided, further, that from and after such change of name to "Cox Communications, Inc." and after good faith consultation with Cox, the Company shall have the right to change the name of the Company to a name that does not include a reference to "Cox" if Cox (a) uses the "Cox" name in the conduct of any business that competes with the Cox Business (as defined in the Transaction Agreement) in the telecommunications industry or (b) sells a material amount of products or services that are sufficiently closely related to those sold by the Cox Business that, in view of the common use of the term Cox by both entities, there is a likelihood of confusion (as such terms are used in 15 U.S.C. Section 1052(d)) among consumers as to whether Cox or the Company is the source or origin of such products and services. Notwithstanding the foregoing, from and after the Closing, unless otherwise determined by the Company, the Company shall continue to operate nationally under the brand name Spectrum.

Section 2.11 Corporate HQ; Atlanta Presence; Community. Following the Closing, unless otherwise determined by the Company, the Company shall remain headquartered in Stamford, Connecticut. As soon as reasonably practicable following the Closing, but in any event no later than one (1) year following the Closing, the Company shall take all actions as are necessary for the Company to have a significant corporate presence at the Cox campus (with tandem space commitment) as of the date hereof in Atlanta, Georgia, with 2,000 employees (or such lesser number of employees located at such campus as of the Closing Date) located at such Cox campus. In the absence of a Company Change of Control, the Company's commitment to maintain a significant presence in Atlanta, Georgia pursuant to the foregoing shall remain in effect for at least two (2) years after the Closing Date; provided that this commitment shall terminate if Cox's Equity Interest and Voting Interest are both less than twenty percent (20%). Further, the Company and Cox will collaborate with respect to philanthropy initiatives.

Section 2.12 Change of Control. In connection with any Company Change of Control (other than an all cash take-private transaction), the Company will consider in good faith the tax consequences to all of its stockholders of various alternatives and will not take, or agree to take, any action that would cause Charter Holdings LLC to no longer be treated as a partnership in which A/N and Cox Newco are treated as partners for federal tax purposes without first evaluating and considering alternatives, including any structures proposed by A/N and/or Cox Newco, which are less burdensome to A/N and Cox Newco, as well as negotiating in good faith with the counterparty to either (1) maintain Charter Holdings LLC with A/N and Cox Newco as partners following the Company Change of Control or (2) provide an amount of cash consideration to A/N and Cox Newco in such Company Change of Control that is sufficient for A/N and Cox Newco to pay each of their Tax liabilities arising from such Company Change of Control; provided that the foregoing is without prejudice to the ability of the Company and its Board of Directors to act consistent with its fiduciary duties. Without limiting the foregoing, any business combination involving the Company, Charter Holdings LLC, or any Subsidiary of the Company entered into prior to the fifth anniversary of the date of this Agreement that results in the imposition of any tax on Cox Newco shall be structured so that any consideration paid to Cox Newco in respect of Cox Newco's Charter Holdings Units shall be at least twenty-five percent (25%) cash.

Section 2.13 Tax Actions. When the Company considers a tax position, whether with respect to a tax return or audit, or the making of a tax election, the Company will be mindful of and take into account the impact on A/N and Cox Newco, and the Company will not take any tax position or make any tax election which could reasonably be expected to impose a material and disproportionate impact on A/N or Cox Newco without (x) first evaluating and considering, including listening to any ideas proposed by A/N and/or Cox Newco, alternatives which are less burdensome to A/N and Cox Newco and (y) acting in good faith to avoid creating any adverse material and disproportionate impact on A/N or Cox Newco which could be avoided through the exercise of commercially reasonable efforts, without prejudice to the ability to take actions based on what is economically reasonable. The Company shall not take any tax position or make any tax election which is adverse disproportionately to A/N or Cox Newco gratuitously.

ARTICLE III.
STANDSTILL, ACQUISITIONS OF SECURITIES AND TRANSFER RESTRICTIONS

Section 3.1 Limitation on Share Acquisition and Ownership.

(a) From and after the Closing, unless an exemption or waiver is otherwise approved by the Unaffiliated Directors, each A/N Party and each Cox Party shall not, and shall use reasonable best efforts to cause its Representatives not to, directly or indirectly, acquire (through Beneficial Ownership of or otherwise) any Capital Stock (including any Charter Holdings Units) or other securities issued by the Company or any Subsidiary thereof that derives its value from or has voting rights in respect of (in whole or in part) any Capital Stock of the Company or any Subsidiary thereof, or any rights, options or other derivative securities or contracts or instruments to acquire such ownership that derives its value (in whole or in part) from such securities (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combination of the foregoing), in excess of the Cap.

(b) From and after the Closing, if the Company or any of its Subsidiaries repurchases, redeems or buys back any shares of Company Common Stock and following such transaction an Investor Party's Equity Interest would exceed its Cap, such Investor Party shall participate in such transaction to the extent necessary so that such Investor Party's Equity Interest does not exceed its Cap following such transaction, provided that the Board shall adopt resolutions exempting under Rule 16b-3 any such sale by an Investor Party to the Company or any of its Subsidiaries required by this Section 3.1(b); provided, further, that each of A/N and Cox Newco shall have the right to designate whether its participation in such transaction shall consist (in whole or in part) of shares of Company Common Stock held by the A/N Parties or Cox Parties at such time and/or Charter Holdings Class B Common Units or Charter Holdings Class C Common Units held by the A/N Parties or Cox Parties, respectively, at such time so long as the exercise of such right would not cause an adverse impact on the Company (for the avoidance of doubt, the consideration to be paid to each of A/N and Cox Newco shall be cash irrespective of whether A/N or Cox Newco designates shares of Company Common Stock and/or Charter Holdings Class B Common Units or Charter Holdings Class C Common Units, as applicable, pursuant to this proviso).

Section 3.2 Standstill. From and after the Closing, except as provided in Section 3.3, or unless otherwise approved, or an exemption or waiver is otherwise approved, by the Unaffiliated Directors, each A/N Party and each Cox Party shall not, and shall use reasonable best efforts to cause its Representatives not to, directly or indirectly:

(a) engage in any "solicitation" of "proxies" (as such terms are defined under Regulation 14A under Exchange Act) or consents relating to the election of directors with respect to the Company, become a "participant" (as such term is defined under Regulation 14A under the Exchange Act) in any solicitation seeking to elect directors not nominated by the Board of Directors, or agree or announce an intention to vote with any Person undertaking a "solicitation," or seek to advise or influence any Person or 13D Group with respect to the voting of any Voting Securities, in each case, with respect thereto, other than (subject to Section 3.4) with respect to the election of the Investor Designees;

(b) deposit any Voting Securities in any voting trust or similar arrangement that would prevent or materially interfere with the Investor Party's right or ability to satisfy its obligations under this Agreement;

(c) propose any matter for submission to a vote of stockholders of the Company or call or seek to call a meeting of the stockholders of the Company;

(d) grant any proxies with respect to any Voting Securities of the Company to any Person (other than to a designated representative of the Company pursuant to a proxy statement of the Company);

(e) form, join, knowingly encourage the formation of or engage in discussions relating to the formation of, or participate in a 13D Group with respect to Voting Securities of the Company;

(f) take any action, alone or in concert with others, or make any public statement not approved by the Board of Directors, in each case, to seek to control or influence the management, Board of Directors or policies of the Company or any of its Subsidiaries other than, in each case, through participation on the Board and the applicable committees pursuant to Sections 2.2 and 2.4 of this Agreement, respectively;

(g) offer or propose to acquire or agree to acquire (or request permission to do so), whether by joining or participating in a 13D Group or otherwise, Beneficial Ownership of Voting Securities in excess of the Cap, except in accordance with Section 3.1;

(h) enter into discussions, negotiations, arrangements or understandings with, or advise, assist or knowingly encourage any Person with respect to any of the actions prohibited by Section 3.1 or this Section 3.2;

(i) publicly seek or publicly request permission to do any of the foregoing, publicly request to amend or waive any provision of this Section 3.2 (including this clause (i)), or publicly make or seek permission to make any public announcement with respect to any of the foregoing;

(j) enter into any agreement, arrangement or understanding with respect to any of the foregoing; or

(k) contest the validity or enforceability of the agreements contained in Section 3.1 or this Section 3.2 or seek a release of the restrictions contained in Section 3.1 or this Section 3.2 (whether by legal action or otherwise), other than in accordance with this Agreement;

provided, however, that nothing contained in this Section 3.2 shall limit, restrict or prohibit any non-public discussions with or communications or proposals to management or the Board by the Investor Party, its controlled Affiliates or Representatives relating to any of the foregoing.

Section 3.3 Permitted Actions. The restrictions set forth in Section 3.2 shall not apply if any of the following occurs (provided that, in the event any matter described in any of clauses (a) through (c) of this Section 3.3 has occurred and resulted in the restrictions imposed under Section 3.2 ceasing to apply to the Investor Party, then, in the event the transaction related to such matter has not occurred within twelve (12) months of the date on which the Investor Party was released from such restrictions, then so long as such transaction is not being actively pursued at such time, the restrictions set forth in Section 3.2 shall thereafter resume and continue to apply in accordance with their terms):

(a) in the event that the Company enters into a definitive agreement for a merger, consolidation or other business combination transaction as a result of which the stockholders of the Company would own (including, but not limited to, Beneficial Ownership) Voting Securities of the resulting corporation having fifty percent (50%) or less of the Total Voting Power;

(b) in the event that a tender offer or exchange offer for at least fifty point one percent (50.1%) of the Capital Stock of the Company is commenced by a third person (taking into account the Beneficial Ownership of such third person disclosed in such tender offer) (and not involving any breach, by such Investor Party Group, of Section 3.2) which tender offer or exchange offer, if consummated, would result in a Company Change of Control, and either (1) the Unaffiliated Directors recommend that the stockholders of the Company tender their shares in response to such offer or does not recommend against the tender offer or exchange offer within ten (10) Business Days after the commencement thereof or such longer period as shall then be permitted under U.S. federal securities laws or (2) the Unaffiliated Directors later publicly recommend that the stockholders of the Company tender their shares in response to such offer;

(c) the Company solicits from one or more Persons or enters into discussions with one or more Persons regarding, a proposal (without similarly inviting such Investor Party to make a similar proposal) with respect to a merger of, or a business combination transaction involving, the Company, in each case without similarly soliciting a proposal from the Investor Party, or the Company makes a public announcement that it is seeking to sell itself and, in such event, such announcement is made with the approval of its Board of Directors; or

(d) the Investor Party's Equity Interest is equal to or less than five percent (5%);

provided, however, that the Investor Parties shall not in any event be permitted to jointly make a competing proposal unless (x) Section 3.3(b) applies and (y) the Unaffiliated Directors consent to the making of such joint competing proposal.

Section 3.4 No Investor Party Group. From and after the Closing, unless otherwise approved, or an exemption or waiver is otherwise approved, by the Unaffiliated Directors, each A/N Party and each Cox Party shall not, and shall use reasonable best efforts to cause its Representatives not to, directly or indirectly, form a 13D Group with the other Investor Party or otherwise have any arrangements or understandings concerning the Company except for the arrangements set forth in this Agreement, provided that this Section 3.4 shall not prohibit the Investor Parties from making a joint competing proposal to the extent permitted by Sections 3.2 and 3.3 (including the proviso thereto). For the avoidance of doubt, this Section 3.4 shall not (i) prevent the Investor Party Groups from voting as stockholders of the Company as required by this Agreement, (ii) prevent A/N and Cox from taking any other actions expressly permitted hereby (including Transferring Company Equity in accordance with Section 3.5(b)(viii) or Section 3.5(b)(ix)), or (iii) restrict or limit the exercise of fiduciary duties by any directors acting in its capacity as a director of the Company. A/N and Cox hereby confirm that there are no arrangements or understandings between any A/N Parties and any Cox Parties concerning the Company except as set forth in this Agreement.

Section 3.5 Transfer Restrictions.

(a) Except as expressly permitted by this Section 3.5, from and after the Closing, no A/N Party or Cox Party shall Transfer any Company Equity to any other Person, and any purported Transfer in violation of this Section 3.5 shall be null and void *ab initio*. No shares of Company Class B Common Stock or Class C Common Stock may be Transferred other than as required by the Amended and Restated Certificate. For the avoidance of doubt, this Section 3.5 does not limit any Transfers of any Company Equity by an A/N Party or Cox Party to the Company or any of its Subsidiaries.

(b) The following Transfers of Company Common Stock and Charter Holdings Preferred Units and, solely to the extent of Transfers among the A/N Parties or among the Cox Parties pursuant to clause (viii) below, Charter Holdings Class B Common Units and/or Charter Holdings Class C Common Units, respectively, are permitted:

(i) Transfers pursuant to a widely-distributed underwritten public offering pursuant to the Registration Rights Agreement;

(ii) offerings or sales pursuant to Rule 144;

(iii) sales in a block, or series of related blocks, to Persons (other than the Investor Parties and any of their respective Affiliates) that, as of the close of business not more than two (2) Business Days prior to such sale, to the knowledge of the Transferring Investor Party after reasonable inquiry, (A) would not Beneficially Own after giving effect to such sale five percent (5%) or more of the outstanding Company Common Stock on a Fully Exchanged Basis (which requirement shall be deemed satisfied, without limitation as to other methods of satisfaction, by a review of ownership data regarding Company Equity as presented by Bloomberg at the fund family level), (B) prior to such sale, have not publicly disclosed an "attributable interest" in the Company as defined in applicable FCC regulations and would not have an "attributable interest" after giving effect to such sale (which requirement shall be deemed satisfied, without limitation as to other methods of satisfaction, by an oral or written confirmation of the same by such Person), and (C) whose predominant business, either directly or through their publicly disclosed Affiliates (excluding any pension funds, endowments, financial institutions, investment funds and other institutional investors that may be deemed "Affiliates" for such purpose), is not the provision of satellite cable programming (as defined under applicable FCC regulations) (which requirement shall be deemed satisfied, without limitation as to other methods of satisfaction, by an oral or written confirmation of the same by such Person) (any such person prohibited from acquiring Company Equity or other securities under clause (A), clause (B) and/or clause (C), a "Prohibited Person");

(iv) sales (A) by Cox or any Cox Party to A/N or any A/N Party, or (B) by A/N or any A/N Party to Cox or any Cox Party (subject to (x) the Cap and, if applicable, to the Company's right to offer to purchase Charter Holdings Preferred Units in connection with a potential Transfer thereof on the terms set forth in the LLC Agreement, and (y) the Transferee entering into an A/N Assumption Instrument or Cox Assumption Instrument, as applicable); provided that any such sale shall be at an effective price per share which does not exceed the average VWAPs for the two (2) Trading Days immediately prior to the earliest of execution of an agreement or term sheet with respect to any such proposed sale or the public announcement thereof;

(v) Transfers approved by a majority of Unaffiliated Directors;

(vi) Transfers approved by the holders of a majority of voting power of the outstanding Voting Securities, excluding any holders of Voting Securities who are Affiliated with an Investor Party;

(vii) sales pursuant to a tender offer for all of the outstanding Company Common Stock on a Fully Exchanged Basis or pursuant to Section 3.3(b);

(viii) (A) Transfers among the A/N Parties subject to the Transferee entering into an A/N Assumption Instrument or (B) Transfers among the Cox Parties subject to the Transferee entering into a Cox Assumption Instrument; and

(ix) in the case of each of the Cox Parties and the A/N Parties, as to fifty percent (50%) of their respective Company Equity beneficially owned or held by the Cox Parties (collectively), or the A/N Parties (collectively), respectively (measured as of the time of entry into such transaction, and not at the time of any amendment, extension, novation or rollover thereof), (x) any sale of exchangeable notes, debentures or similar securities that reference a number of notional shares of Company Common Stock; provided such securities are sold in a widely-distributed offering (including a Rule 144A offering or an underwritten offering effected pursuant to the Registration Rights Agreement), and (y) sales or other dispositions of Company Common Stock pursuant to any put, call or exchange feature of the securities sold in any such offering.

(c) Each of the Cox Parties and the A/N Parties, in each case to the extent of fifty percent (50%) of the Company Equity beneficially owned or held by the Cox Parties (collectively), or the A/N Parties (collectively), respectively (measured as of the time of such initial pledge, and not at the time of any amendment, extension, novation or rollover thereof), shall be permitted to pledge shares of Company Common Stock and Charter Holdings Units in respect of a purpose (margin) or non-purpose loan (a "Stand Alone Margin Loan"). Any pledge of additional shares of Company Common Stock or additional Charter Holdings Units to satisfy or, in a commercially reasonable way, prevent a subsequent margin call under a Stand Alone Margin Loan shall be deemed to be in compliance with this Section 3.5(c). Any Stand Alone Margin Loan entered into by any Cox Party or A/N Party shall be with one or more financial institutions, on customary market terms (including as to collateral) for a transaction of the kind, and nothing contained in this Agreement shall prohibit or otherwise restrict the ability of any financial institution (or its securities' affiliate) or collateral agent to foreclose upon and sell, dispose of or otherwise Transfer shares of Company Common Stock or other securities pledged to secure the obligations of the borrower following an event of default under a Stand Alone Margin Loan; provided that any security agreement relating to any Charter Holdings Units pledged by any A/N Party or Cox Party in connection with a Stand Alone Margin Loan shall provide that the consummation of any foreclosure sale by the financial institution under such Stand Alone Margin Loan shall be deemed to trigger an automatic exchange of such pledged Charter Holdings Units into shares of Company Common Stock, it being understood, for the avoidance of doubt, that such financial institution shall only be entitled to sell in such foreclosure sale and/or receive shares of Company Common Stock and not any Charter Holdings Units.

(d) Each of the Cox Parties and the A/N Parties, in each case to the extent of fifty percent (50%) of the Company Equity beneficially owned or held by the Cox Parties (collectively), or A/N Parties (collectively), respectively (measured as of the time of entry into such transaction, and not at the time of any amendment, extension, novation or rollover thereof), shall be permitted to enter into derivative transactions with linked financing (each, an "Equity Linked Financing") with respect to (x) the shares of Company Common Stock Beneficially Owned by the Cox Parties or the A/N Parties, as the case may be, and (y) its respective Charter Holdings Units, in each case with one or more *bona fide* counterparties that enter into such transactions in the ordinary course of their businesses; provided that (i) the applicable Cox Party or A/N Party, as the case may be, shall require each of its counterparties to take reasonable commercial measures to prevent any hedge established by such counterparty, effected by means other than brokers' transactions executed on a securities exchange using an automated matching system or electronic order book in which such counterparty has no knowledge of the ultimate purchaser, from resulting in the sale of Company Common Stock or Charter Holdings Units to a person known by such counterparty to be a Prohibited Person (other than any Cox Party or any A/N Party (subject to compliance with the Cap and the pricing restrictions described in the proviso to Section 3.5(b)(iv))). For the avoidance of doubt, each of the Cox Parties and the A/N Parties shall be permitted to effect stock loans and pledges of its shares of Company Common Stock and its Charter Holdings Units in support of an Equity Linked Financing. Any pledge of Charter Holdings Units by any A/N Party or Cox Party in connection with an Equity Linked Financing shall provide that the consummation of any foreclosure sale by the counterparties under such Equity Linked Financing shall be deemed to trigger an automatic exchange of such pledged Charter Holdings Units into shares of Company Common Stock, it being understood, for the avoidance of doubt, that such counterparties shall only be entitled to sell in such foreclosure sale and/or receive shares of Company Common Stock and not any Charter Holdings Units.

(e) Each of the Cox Parties and the A/N Parties shall be permitted to sell exchangeable notes, debentures or similar securities referencing up to fifty percent (50%) of the number of shares of Company Equity Beneficially Owned by the Cox Parties or the A/N Parties, as the case may be, (measured at the time of the entry into such transaction, and not at the time of any amendment, extension, novation or rollover thereof) (and, for the avoidance of doubt, to pledge such Company Equity as collateral for such securities); provided, securities are sold pursuant to an offering that complies with Section 3.5(b)(ix).

(f) Any waiver of the provisions of this Section 3.5 to permit a Transfer by an Investor Party shall require the approval of the Company (by the affirmative vote of a majority of the Unaffiliated Directors) and the non-Transferring Investor Party (which will be deemed given in the event that the non-Transferring Investor Party is a party to such transaction).

(g) No pledgee or counterparty nor any transferee of any Investor Party shall have any of the rights described in this Agreement. No Investor Party may directly or indirectly Transfer any of its rights under this Agreement to any third Person.

(h) Any Transfer by Cox Newco of Charter Holdings Preferred Units shall be subject to the following additional conditions: (x) such Transfer shall not cause Charter Holdings LLC to be treated as a publicly traded partnership for federal Tax purposes, and (y) such Transfer shall be contingent on the Company obtaining an opinion of its counsel to such effect.

(i) In the event of a Company Change of Control approved in accordance with Section 2.3(a)(ii)(A) and applicable Law, (x) the A/N Parties and the Cox Parties shall exchange their Charter Holdings Common Units for Company Common Stock to the extent that such exchange is contemplated by the terms of such Company Change of Control and (y) the Charter Holdings Preferred Units shall be treated in accordance with the terms of the LLC Agreement.

(j) The Company shall reasonably cooperate with the A/N Parties and the Cox Parties, as applicable, with respect to any (x) Stand Alone Margin Loan in accordance with Section 3.5(c), (y) Equity Linked Financing in accordance with Section 3.5(d) or (z) sale of exchangeable notes, debentures or similar securities in accordance with Section 3.5(b)(ix) or Section 3.5(e) and, in connection therewith, enter into an agreement, customary for the type of such (A) Stand Alone Margin Loan, (B) Equity Linked Financing or (C) sale of exchangeable notes, debentures or similar securities with the counterparty, in form and substance reasonably acceptable to the Company.

Section 3.6 Rights Plan. The Company and the Board shall not adopt any shareholder rights plan (as such term is commonly understood in connection with corporate transactions) (a "Rights Plan") unless such plan by its terms exempts or, at the time of adoption of such plan the Company and the Board take action reasonably necessary to exempt, any accumulation of Capital Stock by an Investor Party up to and including an Investor Party's Equity Interest that is less than or equal to the Cap, provided that this restriction shall cease to apply with respect to an Investor Party upon the Permanent Reduction of such Investor Party's Equity Interest below eleven percent (11%) (or nine percent (9%) in the case of A/N).

ARTICLE IV.
PREEMPTIVE RIGHTS

Section 4.1 Capital Raising Preemptive Rights.

(a) After the Closing, if the Company proposes to issue any Equity Securities (the "New Securities") in a Capital Raising Transaction, each Investor Party, for so long as such Investor Party's Equity Interest is equal to or greater than ten percent (10%) (as determined immediately prior to such issuance), shall have the right to purchase, in whole or in part, a number of New Securities equal to its Pro Rata Portion with respect to such issuance at an all-cash purchase price per New Security equal to the Exercise Price in accordance with this Article IV (the "Capital Raising Preemptive Right").

(b) The Company shall give written notice (a "Capital Raising Issuance Notice") to each Investor Party of any proposed issuance described in Section 4.1(a) no later than three (3) Business Days prior to the launch of the offering (or, if the Company has determined to launch such an offering within less than three (3) Business Days, as promptly as practicable after the Company has determined to pursue such offering, but no later than one (1) Business Day prior to such launch). The Capital Raising Issuance Notice shall set forth the material terms and conditions of the proposed issuance, including:

(i) the number (which number shall not, except to the extent otherwise specified in such notice, be increased by the amount of New Securities to be purchased by the Investor Parties pursuant to the exercise of their Capital Raising Preemptive Rights) or, if such number has not yet been determined, the basis on which the Pro Rata Portion will be determined and description of the New Securities to be issued and the Pro Rata Portion of the applicable Investor Party;

(ii) the anticipated date or range of dates of the issuance;

(iii) the cash purchase price per New Security; and

(iv) the anticipated Exercise Price.

(c) An Investor Party's Capital Raising Preemptive Right shall be exercisable by delivery of written notice to the Company no later than the second (2nd) Business Day prior to the settlement date of such Capital Raising Transaction, specifying the number of New Securities to be purchased by such Investor Party (such number to be less than or equal to its Pro Rata Portion). The closing of such purchase by an Investor Party shall be consummated concurrently with the consummation of the Capital Raising Transaction, subject only to (i) the consummation of the Capital Raising Transaction and (ii) the satisfaction or waiver by such Investor Party of the conditions set forth in Section 4.3(b).

Section 4.2 Section 16b-3. So long as an Investor Party has the right to designate an Investor Director, the Board shall take such action as is necessary to cause the exemption of the Preemptive Share Purchase by such Investor Party, as applicable, from the liability provisions of Section 16(b) of the Exchange Act ("Section 16(b)") pursuant to Rule 16b-3 (each, a "Section 16 Exemption"); provided that Cox or A/N, as applicable, shall disgorge to the Company any profit from an otherwise non-exempt "sale" (for purposes of Section 16(b)) within six (6) months of the date of any Preemptive Share Purchase, other than actual or deemed "sales" as a result of (i) the entry into an Equity Linked Financing or other derivative transaction (such as forwards, collars, and exchangeable debentures, notes or similar securities) permitted hereby, (ii) an extraordinary transaction approved by the Company's stockholders or which results by operation of law (such as a merger, consolidation, reclassification or recapitalization), or (iii) tendering or exchanging in a tender or exchange offer that is not opposed by the Board and approved as a Company Change of Control pursuant to Section 2.3(a)(ii)(A), provided that such exemption shall not cover any actual sale of shares (in the case of clause (i)) or any transaction intended to hedge the market risk in connection with such Investor Party's preemptive rights (in the case of each of clauses (i), (ii) or (iii)).

Section 4.3 Matters as to Preemptive Rights.

(a) Upon the date of any Capital Raising Issuance Notice and the date of the applicable Preemptive Share Purchase by an Investor Party, as applicable, the Company shall be deemed to represent and warrant to the Purchasing Investor Party, as of such date, that (i) the Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate power and authority to consummate the Preemptive Share Purchase; (ii) the Board has granted the Section 16 Exemption with respect to the acquisition of the New Securities by Cox or A/N, as applicable, in connection with the Preemptive Share Purchase, as applicable; (iii) the New Securities to be issued to Cox or A/N, as applicable, in connection with the Preemptive Share Purchase, as applicable, have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will have been validly issued and will be fully paid and nonassessable; and (iv) except to the extent disclosed to the applicable Investor Party in writing at or prior to such date the Company has timely filed all reports required to be filed by the Company, during the twelve (12) months immediately preceding the date of this representation, under the Exchange Act, and as of their respective filing dates, each of such filings complied in all material respects with the applicable requirements of the Exchange Act, and, at the time filed, none of such filings contained as of such date any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and when filed with the SEC, the financial statements included in such filings were prepared in accordance with GAAP consistently applied (except as may be indicated therein or in the notes or schedules thereto), and such financial statements fairly present the consolidated financial position of the Company and its consolidated cash flows for the periods then ended, subject, in the case of unaudited interim financial statements, to normal, recurring year-end audit adjustments. The Investor Party's remedies for any breach of the representation set forth in clause (iv) above shall be limited to the remedies provided to the applicable third party with respect to any breaches of the applicable representation (on a proportionate basis to give effect to the number of shares covered by the applicable transaction compared to the number of shares acquired by the Investor Party). Upon the exercise of the Capital Raising Preemptive Rights, the applicable Investor Party shall be deemed to represent and warrant to the Company, as of the date of such exercise and as of the date of the consummation of the applicable issuance to such Investor Party, (i) that all of the representations and warranties made by such Investor Party in Section 5.2 or 5.3, as applicable, are true and correct, and (ii) that such Investor Party has performed all of its obligations hereunder. Each party to any purchase pursuant to Section 4.3(b) agrees to use its reasonable best efforts to cause the conditions to such closing to be satisfied.

(b) Subject to Section 4.1(c), the Preemptive Share Purchase Closing shall take place at such time and as such place as the applicable parties mutually agree. The obligations of A/N and Cox, as applicable, to consummate the Preemptive Share Purchase pursuant to Section 4.1 shall be subject to the following conditions:

(i) Any applicable waiting period (or extensions thereof) under the HSR Act applicable to the Preemptive Share Purchase shall have expired or been terminated;

(ii) No Law, order, judgment or injunction (whether preliminary or permanent) issued, enacted, promulgated, entered or enforced by a court of competent jurisdiction or other Governmental Entity restraining, prohibiting or rendering illegal the consummation of the Preemptive Share Purchase, as applicable, by this Agreement is in effect; and

(iii) Since the date of exercise of the Preemptive Share Purchase, as applicable, no Company Material Adverse Effect shall have occurred;

provided that the Company shall deliver an officer's certificate at the applicable date of each Preemptive Share Purchase Closing to the applicable Investor Party certifying that the representations deemed made by the Company at such closing are true and correct in all respects (other than as to any representations deemed made pursuant to clause (iv) of the first sentence of Section 4.3(a), which shall be true and correct in all material respects) and that the condition set forth in clause (iii) above has been satisfied (or, if any such representation is inaccurate or such condition has not been satisfied, a reasonably detailed description as to the reasons for such inaccuracy or the failure of the condition shall be included in such certificate), and the applicable Investor Party shall deliver an officer's certificate at the applicable date of each Preemptive Share Purchase Closing to the Company certifying that the representations made by such Investor Party at such closing are true and correct in all material respects and that the condition set forth in clause (i) above has been satisfied (or, if any such representation is inaccurate or such condition has not been satisfied, a reasonably detailed description as to the reasons for such inaccuracy or the failure of the condition shall be included in such certificate). For the avoidance of doubt, if any conditions set forth in this Section 4.3(b) are not satisfied, the applicable Investor Party shall have no obligation to complete the Preemptive Share Purchase Closing, as the case may be.

(c) For the avoidance of doubt, (i) the rights of Cox and A/N pursuant to this Article IV shall not be assignable either directly or indirectly and (ii) the Preemptive Share Purchase rights shall not apply in respect of the issuances pursuant to the Transaction Agreement at the Closing.

(d) In the event the closing of any purchase pursuant to Section 4.3(b) does not occur as a result of the failure of the condition specified in Section 4.3(b)(i), then provided that Cox or A/N, as applicable, is continuing to use its reasonable best efforts to cause such condition to be satisfied, the closing of such purchase may, at the election of the purchasing party, be extended for a maximum of ninety (90) calendar days after the specified date of closing herein.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the Company. The Company represents and warrants to Cox, Cox Newco and A/N that:

(a) the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder;

(b) the execution, delivery and performance of this Agreement by the Company has been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or the transactions contemplated hereby;

(c) this Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, and, assuming this Agreement constitutes a valid and binding obligation of Cox, Cox Newco and A/N, is enforceable against the Company in accordance with its terms; and

(d) none of the execution, delivery or performance of this Agreement by the Company constitutes a breach or violation of or conflicts with the Company's amended and restated certificate of incorporation or amended and restated bylaws.

Section 5.2 Representations and Warranties of Cox and Cox Newco.

(a) Each of Cox and Cox Newco represents and warrants to the Company and to A/N that:

(i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into this Agreement and to carry out his or its obligations hereunder;

(ii) the execution, delivery and performance of this Agreement by Cox and Cox Newco has been duly authorized by all necessary action on the part of Cox and Cox Newco and no other corporate proceedings on the part of Cox or Cox Newco are necessary to authorize this Agreement or any of the transactions contemplated hereby;

(iii) this Agreement has been duly executed and delivered by Cox and Cox Newco and constitutes a valid and binding obligation of Cox and Cox Newco, and, assuming this Agreement constitutes a valid and binding obligation of the Company and A/N, is enforceable against Cox and Cox Newco in accordance with its terms; and

(iv) none of the execution, delivery or performance of this Agreement by Cox or Cox Newco constitutes a breach or violation of or conflicts with its restated certificate of incorporation or bylaws; and

(b) Cox represents and warrants to the Company and to A/N that Cox is acquiring New Securities pursuant to the Capital Raising Preemptive Right, as applicable (any Company Equity so acquired, the "Cox Interests"), for Cox's own account as principal, for investment purposes only. Cox is not acquiring any Cox Interests with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and Cox is not acquiring any Cox Interests on behalf of any undisclosed principal or affiliate. Cox is an "accredited investor" as defined in Rule 501(a) under the Securities Act. Cox shall furnish any additional information requested by the Company to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Cox Interests. Cox understands that the Cox Interests have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of Cox and of the other representations made by Cox in this Agreement. Cox has such knowledge, skill and experience in business, financial and investment matters that Cox is capable of evaluating the merits and risks of an investment in Cox Interests. Cox has been given the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of the offering and other matters pertaining to this investment, has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information provided to Cox in order for Cox to evaluate the merits and risks of a purchase of Cox Interests and has not relied in connection with this purchase upon any representations, warranties or agreements of the Company other than those expressly set forth in this Agreement. With the assistance of Cox's own professional advisors, to the extent that Cox has deemed appropriate, Cox has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in Cox Interests and the consequences of this Agreement. In deciding to purchase Cox Interests, Cox is not relying on the advice or recommendations of the Company and Cox has made its own independent decision that the investment in the Cox Interests is suitable and appropriate for Cox.

Section 5.3 Representations and Warranties of A/N.

(a) A/N represents and warrants to the Company and to Cox and Cox Newco that:

(i) it is a general partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite entity power and authority to enter into this Agreement and to carry out his or its obligations hereunder;

(ii) the execution, delivery and performance of this Agreement by A/N has been duly authorized by all necessary action on the part of A/N and no other proceedings on the part of A/N are necessary to authorize this Agreement or any of the transactions contemplated hereby;

(iii) this Agreement has been duly executed and delivered by A/N and constitutes a valid and binding obligation of A/N, and, assuming this Agreement constitutes a valid and binding obligation of the Company, Cox and Cox Newco, is enforceable against A/N in accordance with its terms; and

(iv) none of the execution, delivery or performance of this Agreement by A/N constitutes a breach or violation of or conflicts with its partnership agreement; and

(b) A/N represents and warrants to the Company and to Cox and Cox Newco that A/N is acquiring New Securities pursuant to the Capital Raising Preemptive Right, as applicable (any Company Equity so acquired, the "A/N Interests"), for A/N's own account as principal, for investment purposes only. A/N is not acquiring any A/N Interests with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and A/N is not acquiring any A/N Interests on behalf of any undisclosed principal or affiliate. A/N is an "accredited investor" as defined in Rule 501(a) under the Securities Act. A/N shall furnish any additional information requested by the Company to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the A/N Interests. A/N understands that the A/N Interests have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of A/N and of the other representations made by A/N in this Agreement. A/N has such knowledge, skill and experience in business, financial and investment matters that A/N is capable of evaluating the merits and risks of an investment in A/N Interests. A/N has been given the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of the offering and other matters pertaining to this investment, has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information provided to A/N in order for A/N to evaluate the merits and risks of a purchase of and has not relied in connection with this purchase upon any representations, warranties or agreements of the Company other than those expressly set forth in this Agreement. With the assistance of A/N's own professional advisors, to the extent that A/N has deemed appropriate, A/N has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in A/N Interests and the consequences of this Agreement. In deciding to purchase A/N Interests, A/N is not relying on the advice or recommendations of the Company and A/N has made its own independent decision that the investment in the A/N Interests is suitable and appropriate for A/N.

ARTICLE VI.
TERMINATION

Section 6.1 Termination. Except as provided in Sections 6.2 and other than the termination provisions applicable to particular Sections of this Agreement that are specifically provided elsewhere in this Agreement, this Agreement shall terminate:

(a) in its entirety, with the mutual written agreement of the Company and each Investor Party;

(b) with respect to an Investor Party, upon written notice by such Investor Party to the other parties hereto, upon a material breach by the Company of any of the Company's representations or warranties in Article V or any of its covenants or agreements contained herein with respect to such Investor Party, provided that such breach shall not have been cured within ten (10) Business Days after written notice thereof shall have been received by the Company; and provided, further, that other than with respect to an intentional breach, such ten (10) Business Day period shall be tolled for so long as (i) the Company is making reasonably diligent efforts to cure such breach (provided that the period during which such termination right is tolled shall not exceed a total of thirty (30) Business Days unless (x) such breach is not curable by the end of such thirty (30) Business Day period and (y) before the end of such thirty (30) Business Day period the Company obtains a determination from a court of competent jurisdiction that the Company is making reasonably diligent efforts to cure such breach or other equitable relief providing for such tolling, in which case the tolling shall continue for so long as the court may determine up to a maximum of ninety (90) days) or (ii) the Company is contesting such alleged breach in good faith and has obtained temporary or preliminary relief from a court of competent jurisdiction within thirty (30) Business Days (provided that, to the extent such temporary or preliminary relief is lifted, this Agreement shall be immediately terminable by such Investor Party);

(c) with respect to an Investor Party, upon written notice by the Company to such Investor Party, upon a material breach by such Investor Party of any of such Investor Party's representations, warranties, covenants or agreements contained herein, provided that such breach shall not have been cured within ten (10) Business Days after written notice thereof shall have been received by such Investor Party; and provided further that other than with respect to an intentional breach, such ten (10) Business Day period shall be tolled for so long as (i) the Investor Party is making reasonably diligent efforts to cure such breach (provided that the period during which such termination right is tolled shall not exceed a total of thirty (30) Business Days unless (x) such breach is not curable by the end of such thirty (30) Business Day period and (y) before the end of such thirty (30) Business Day period the Investor Party obtains a determination from a court of competent jurisdiction that the Investor Party is making reasonably diligent efforts to cure such breach or other equitable relief providing for such tolling, in which case the tolling shall continue for so long as the court may determine up to a maximum of ninety (90) days) or (ii) the Investor Party is contesting such alleged breach in good faith and has obtained temporary or preliminary relief from a court of competent jurisdiction within thirty (30) Business Days (provided that, to the extent such temporary or preliminary relief is lifted, this Agreement shall be immediately terminable by the Company); or

(d) with respect to an Investor Party, upon such Investor Party having an Equity Interest of less than five percent (5%).

Section 6.2 Effect of Termination; Survival. In the event of any termination of this Agreement pursuant to Section 6.1, there shall be no further liability or obligation hereunder on the part of any party hereto as to whom the termination is effective, and this Agreement (other than Sections 7.5, 7.6, 7.10 and 7.11) shall thereafter be null and void as to such party; provided that, in the event this Agreement is terminated pursuant to (i) Section 6.1(b), then all of the applicable Investor Party's rights and obligations hereunder shall cease to apply and, if such termination occurs after December 1 in any year (but in any event no less than thirty (30) calendar days prior to any deadline for the making of nominations pursuant to any advance notice or similar bylaw provisions), then at the request of the terminating Investor Party, the Company will be obligated to nominate and use reasonable best efforts to cause the election of such Investor Party's Investor Designees at the next Election Meeting in accordance with Section 2.2 hereof, (ii) Section 6.1(c) by the Company with respect to an Investor Party, then all of the obligations hereunder shall continue to apply to such Investor Party following such termination but such Investor Party shall not be entitled to any rights hereunder, or (iii) Section 6.1(d) with respect to an Investor Party, then all of such Investor Party's rights and obligations hereunder shall cease to apply; and provided, further, that nothing contained in this Agreement (including this Section 6.2) shall relieve any party from liability for any breach of any of its representations, warranties, covenants or agreements set forth in this Agreement occurring prior to such termination.

ARTICLE VII.
MISCELLANEOUS

Section 7.1 Amendment and Modification. This Agreement may be amended, modified and supplemented only by a written instrument signed by the Company and, at any time that A/N has an Equity Interest equal to or greater than nine percent (9%), A/N, and by each other Investor Party (if any) that has an Equity Interest equal to or greater than eleven percent (11%); provided that any amendment, modification or supplement that would adversely affect an Investor Party shall require the consent of such Investor Party. The authorization of any amendment, modification or supplement to this Agreement by the Company shall require the prior approval of a majority of the Unaffiliated Directors, and in connection with the execution of any such amendment, modification or supplement by the Company, the Company will deliver to each Investor Party a certificate, duly executed by a senior officer of the Company, certifying that such approval of the Unaffiliated Directors has been duly and validly obtained. No waiver of any provision of this Agreement shall be effective unless it is signed by the Company and the party against whom the waiver is to be effective. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. As the only holders of the shares of Company Class B Common Stock, the prior written consent of A/N shall be required for any amendment of the Amended and Restated Certificate of Incorporation or Bylaws that would adversely affect the Company Class B Common Stock held by any A/N Party in a significant manner as compared to other existing shares of Company Common Stock or Company Class C Common Stock. As the only holders of the shares of Company Class C Common Stock, the prior written consent of Cox shall be required for any amendment of the Amended and Restated Certificate of Incorporation or Bylaws that would adversely affect the Company Class C Common Stock held by any Cox Party in a significant manner as compared to other existing shares of Company Common Stock or Company Class B Common Stock.

Section 7.2 Assignment; No Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party. Any purported assignment without such prior written consent shall be null and void and of no effect. Subject to the preceding sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors (including, in the case of the Company, any successor publicly traded Person resulting from a reorganization of the Company) and assigns. Except pursuant to Section 2.6, this Agreement shall not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

Section 7.3 Binding Effect; Entire Agreement. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and executors, administrators and heirs. Cox shall cause the Cox Parties to comply with this Agreement, and A/N shall cause the A/N Parties to comply with this Agreement. This Agreement, the A/N Letter Agreement and the Cox Letter Agreement set forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersede all prior representations, agreements and understandings, written or oral, of any and every nature among them, including the Existing Stockholders Agreement. To the extent that this Agreement obligates Cox Newco, including as a Cox Party hereunder, Cox shall take all action necessary to ensure that Cox Newco fulfills its obligations hereunder and, as applicable, the obligations of Cox hereunder, and, at Cox's election, the rights applicable to Cox hereunder, including as an Investor Party, may be assigned to or exercised by Cox Newco so long as Cox Newco remains a Cox Party and Beneficially Owns Company Equity.

Section 7.4 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable Law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms so long as the economic or legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any party.

Section 7.5 Notices and Addresses. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if personally served or sent by e-mail (provided that no transmission error is received by the sender); on the business day after notice is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered, return receipt requested, postage prepaid and addressed as follows:

If to the Company or Charter Holdings LLC:

Charter Communications, Inc.
400 Washington Blvd.
Stamford, CT 06902
Attention: Executive Vice President, General Counsel and Corporate Secretary
Email: [***]
[***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Cohen
John L. Robinson
Steven R. Green.
Email: SACohen@wlrk.com
JLRobinson@wlrk.com
SRGreen@wlrk.com

If to Cox or Cox Newco:

Cox Enterprises, Inc.
6205-A Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary
E-Mail: [***]

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
555 Eleventh Street, NW Suite 1000
Washington, D.C. 20004
Attention: Matthew Brill
Bradley Faris
Victoria VanStekelenburg
Email: matthew.brill@lw.com
bradley.faris@lw.com
victoria.vanstekelenburg@lw.com

If to A/N:

Advance/Newhouse Partnership
One World Trade Center
New York, New York 10007
Attention: Chief Legal Officer
Email: [***]

with a copy (which shall not constitute notice) to:

Advance/Newhouse Partnership
6350 Court St.
East Syracuse, NY 13057
Attention: [***]
E-Mail: [***]

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Robert B. Schumer
Michael Vogel
Lara Solomons
Email: rschumer@paulweiss.com
mvogel@paulweiss.com
lsolomons@paulweiss.com

Section 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

Section 7.7 Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 7.8 Counterparts. This Agreement may be executed via e-mail or pdf and in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute one and the same instrument.

Section 7.9 Further Assurances. Each party shall cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby; provided, however, that no party shall be obligated to take any actions or omit to take any actions that would be inconsistent with applicable Law. At such times as an Investor Party may reasonably request, the Company will provide each Investor Party with information regarding the number of shares of Company Common Stock outstanding and, calculated separately, on a Fully Exchanged Basis and fully diluted basis.

Section 7.10 Remedies. In the event of a breach or a threatened breach by any party to this Agreement of its obligations under this Agreement, any party injured or to be injured by such breach shall be entitled to specific performance of its rights under this Agreement or to injunctive relief, in addition to being entitled to exercise all rights provided in this Agreement and granted by Law, it being agreed by the parties that the remedy at Law, including monetary damages, for breach of any such provision will be inadequate compensation for any loss and that any defense or objection in any action for specific performance or injunctive relief for which a remedy at Law would be adequate is waived.

Section 7.11 Jurisdiction and Venue. The parties hereto hereby irrevocably submit to the jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. The parties hereto hereby consent to and grant the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware, jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7.5 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.12 Adjustments. References to numbers of shares and to sums of money contained herein shall be adjusted to account for any reclassification, exchange, substitution, combination, stock split or reverse stock split of the shares.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

CHARTER COMMUNICATIONS, INC.

By /s/ Jessica M. Fischer

Name: Jessica M. Fischer
Title: Chief Financial Officer

COX ENTERPRISES, INC.

By /s/ Dallas S. Clement

Name: Dallas S. Clement
Title: President

COX COMMUNICATIONS EQUITY HOLDINGS, INC.

By /s/ Dallas S. Clement

Name: Dallas S. Clement
Title: President

ADVANCE/NEWHOUSE PARTNERSHIP

By /s/ Steven A. Miron

Name: Steven A. Miron
Title: Chief Executive Officer

Exhibit 10.2

EXECUTION VERSION

CHARTER COMMUNICATIONS, INC.
400 Washington Boulevard
Stamford, CT 06902

August 19, 2026

Cox Enterprises, Inc.
6205-A Peachtree Dunwoody Road
Atlanta, GA 30328
Attention: Executive Vice President,
Chief Legal Officer and Corporate Secretary
Email: Jennifer.Hightower@coxinc.com

Re: Cox Participation in Charter Share Repurchases and Tax Distributions

Ladies and Gentlemen:

With reference to our recent discussions concerning certain matters, the following confirms our agreement to be legally bound as follows:

1. Capitalized terms used and not otherwise defined in this letter agreement shall have the respective meanings ascribed to such terms in the Second Amended and Restated Limited Liability Company Agreement of Charter Communications Holdings, LLC ("Charter Holdings"), dated as of August 19, 2026, by and among Charter Holdings, Charter Communications Inc. ("Charter"), CCH II, LLC, Advance/Newhouse Partnership, Cox Communications Equity Holdings, Inc. ("Cox NewCo"), Segra Acquisition Holdings, Inc., Fiber Holdings Acquisitions Holdings, Inc., Fiber Blocker Acquisition Holdings, Inc., Rapid Scale Acquisition Holdings, Inc., CCH Holding Company, LLC, Hunter Acquisition Holding, Inc., Insight Blocker, LLC, Cabot Acquisition Group, Inc., and the other party or parties thereto (as it may be amended or supplemented from time to time, the "LLC Agreement").

2. The parties agree to complete the transactions set forth on Annex A hereto on the terms set forth therein.

3. Charter and Cox Enterprises, Inc. ("Cox") acknowledge and agree that the redemptions by Charter of Common Units from Cox NewCo pursuant to Section 3.2(b)(iv) of the LLC Agreement shall be in lieu of, and not in addition to, repurchases or redemptions pursuant to Annex A hereto; therefore, to the extent Charter redeems Common Units from Cox NewCo pursuant to Section 3.2(b)(iv) of the LLC Agreement in any Repurchase Period (as defined in Annex A hereto), the number of Common Units so redeemed (the "Tax Distribution Repurchased Units") shall be deducted from the number of Potential Repurchase Shares (but shall not cause the number of Potential Repurchase Shares to be less than zero; provided that any excess Tax Distribution Repurchased Units that would have reduced the number of Potential Repurchase Shares to less than zero shall instead reduce the number of Potential Repurchase Shares in the succeeding Repurchase Period) in respect of such Repurchase Period.

4. For the avoidance of doubt, nothing set forth in this letter agreement shall limit, restrict, amend or otherwise modify the provisions of the LLC Agreement, including, without limitation, the provisions relating to redemptions and distributions (including, without limitation, Section 3.2(b)(iv) and Section 5.4 of the LLC Agreement).

5. This letter agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the conflict of laws principles thereof to the extent that such principles would direct a matter to another jurisdiction.

6. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this letter agreement exclusively in the Court of Chancery of the State of Delaware (the "Chosen Court"), and solely in connection with claims arising under this letter agreement (a) irrevocably submits to the exclusive jurisdiction of the Chosen Court, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Court, (c) waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any party hereto and (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with paragraph 7. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this letter agreement. Each of the parties hereto agrees that a final judgment in any lawsuit, action or other proceeding arising out of or relating to this letter agreement brought in the Chosen Court shall be conclusive and binding upon each of the parties hereto and may be enforced in any other courts the jurisdiction of which each of the parties is or may be subject, by suit upon such judgment.

7. Any notice hereunder shall be made in writing by overnight courier, personal delivery or email (provided that no email transmission error is received by the sender), shall be deemed to have been duly given on the date such notice is received (as evidenced by confirmation of delivery or receipt), and, in each case, shall be sent as follows:

If to Charter Communications, Inc.:

Charter Communications, Inc.
400 Washington Boulevard
Stamford, CT 06902
Attention: Executive Vice President, General Counsel and Corporate Secretary
Email: [***]
[***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Cohen
John L. Robinson
Steven R. Green

Telephone: (212) 403-1000
Email: sacohen@wlrk.com
jlrobinson@wlrk.com
srgreen@wlrk.com

If to Cox Enterprises, Inc.:

Cox Enterprises, Inc.
6205-A Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary
E-Mail: [***]

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attention: Bradley C. Faris, Victoria E. VanStekelenburg
Email: Bradley.faris@lw.com, Victoria.vanstekelenburg@lw.com

8. This letter agreement (including Annex A) and the LLC Agreement, together with the documents referenced herein and therein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof. Charter hereby covenants and agrees that it is not party to, and will not enter into, any agreement, arrangement or understanding that would violate, conflict with or, prevent Charter from complying with, the terms of this Agreement.

9. This letter agreement may be executed in any number of counterparts and by different parties on separate counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same letter agreement) and shall become effective as of the date first set forth above. Delivery of an executed counterpart of a signature page of this letter agreement via e-mail shall be effective as delivery of a manually executed counterpart of this letter agreement.

[*Signature Page Follows*]

Sincerely,

CHARTER COMMUNICATIONS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CHARTER COMMUNICATIONS HOLDINGS, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

Received and Acknowledged:

COX ENTERPRISES, INC.

By: /s/ Dallas S. Clement
Name: Dallas S. Clement
Title: President

Annex A

Cox Participation in Charter Share Repurchases

Section I

1. Charter, Charter Holdings and Cox (on behalf of itself and each other Cox Party (as defined in the Third Amended and Restated Stockholders Agreement, dated as of the date hereof, between Charter, Cox, Cox NewCo, A/N and the other parties thereto (as it may be amended or supplemented from time to time, the "Stockholders Agreement")) hereby agree on the following standing bilateral share repurchase agreement.

2. On the sixth Business Day following the last Business Day of each calendar month (each such last Business Day, a "Monthly Determination Date") on which a Repurchase Period (defined below) ends, Charter will provide written notice, (each, a "Charter Repurchase Notice") to Cox, in respect of such Repurchase Period containing:

   (a) the number of shares of Class A Common Stock directly or indirectly repurchased or redeemed (including through the repurchase or redemption of convertible equity securities) by Charter during the Repurchase Period (other than from Cox or any other Cox Party or A/N or any other A/N Party (as defined in the Stockholders Agreement)), which, for the avoidance of doubt, shall include all shares of Class A Common Stock, Common Units or Convertible Preferred Units (as defined in the LLC Agreement) in Charter Holdings repurchased or redeemed during the Repurchase Period (the "Monthly Repurchased Shares");

   (b) the number of shares of Class A Common Stock that would be outstanding on an as-exchanged, as-converted basis (without duplication) as of the start of such Repurchase Period (other than any shares held by Cox or any other Cox Party or A/N or any other A/N Party (the "Beginning Monthly Share Balance");

   (c) the number of shares of Class A Common Stock held by the Cox Parties or represented by Common Units or Convertible Preferred Units (as defined in the LLC Agreement) in Charter Holdings held by the Cox Parties on an as-exchanged, as-converted basis as of the start of such calendar month (the "Cox Total Shares");

(d) the per share price to be paid by Charter pursuant to Section I.4 of this Annex A to purchase from Cox or the applicable Cox Party shares of Class A Common Stock or Common Units (the "Repurchase Price"), which price shall be the average price at which the Monthly Repurchased Shares (other than Monthly Repurchased Shares that (i) were purchased in transactions that were negotiated with the seller, or otherwise consummated, in connection with or substantially contemporaneous with any other transaction, agreement or arrangement between Charter and such seller (or its affiliates); (ii) were deemed repurchased or redeemed due to cashless exercise of or payment of withholding taxes with respect to director, officer or employee equity awards of Charter; or (iii) were repurchased or redeemed by Charter from A/N pursuant to the letter agreement, dated as of the date hereof, by and between Charter and A/N, as it may be amended in accordance with the Stockholders Agreement ((i), (ii) and (iii) collectively, the "Excluded Repurchased Shares")) were repurchased or redeemed by Charter during the Repurchase Period, calculated as the quotient of (i) the aggregate purchase price paid for the Monthly Repurchased Shares (other than Excluded Repurchased Shares) *divided by* (ii) the number of Monthly Repurchased Shares (other than Excluded Repurchased Shares); provided that if Charter has not repurchased or redeemed shares of Class A Common Stock during the relevant Repurchase Period (other than Excluded Repurchased Shares), the Repurchase Price shall be based on a Bloomberg VWAP methodology to be mutually agreed by Charter and Cox; and

(e) the number of shares of Class A Common Stock or Common Units that the Cox Parties may sell back to Charter or Charter Holdings, which number shall be calculated as the product of (x) the quotient of (I) the Monthly Repurchased Shares, *less* the number of shares issued during the Repurchase Period under any employee equity incentive plan (provided this clause (I) shall not be less than 0), *divided* by (II) the Beginning Monthly Share Balance, *multiplied* by (y) the Cox Total Shares (such product, the "Potential Repurchase Shares"). The Cox Parties have the right to designate whether the Potential Repurchase Shares are shares of Class A Common Stock and/or Common Units held (or issuable upon the exchange or conversion of Convertible Preferred Units) by the Cox Parties.

(f) The "Repurchase Period" shall mean the period ending on (and including) the applicable Monthly Determination Date and beginning on the first day following the prior Monthly Determination Date during which Charter repurchases, redeems or buys back any shares of Class A Common Stock; provided that the Repurchase Period may be modified pursuant to the following paragraph.

3. No later than the fifth Business Day following the receipt of each Charter Repurchase Notice, Cox will provide notice to Charter (the "Cox Repurchase Notice") of Cox's designation, in its sole discretion, as to whether the Potential Repurchase Shares (if any) shall consist (in whole or in part) of (x) shares of Class A Common Stock held by the Cox Parties at such time, (y) Common Units held (or issuable upon the exchange or conversion of Convertible Preferred Units) by the Cox Parties at such time or (z) a combination of shares of Class A Common Stock and Common Units held (or issuable upon the exchange or conversion of Convertible Preferred Units) by the Cox Parties at such time.

4. On the eighth Business Day following Cox's receipt of the Charter Repurchase Notice (the "Repurchase Closing Date"), Charter Holdings will settle the exchange of the applicable number of Common Units (which will correspond to either (such number, the "Actual Repurchase Shares") (i) the number of Potential Repurchase Shares or (ii) if a Suspension Notice is issued by Cox prior to the Repurchase Period, the number of Reduced Repurchase Shares) pursuant to and subject to the provisions of the Amended and Restated Exchange Agreement dated as of the date hereof, between, among others, Charter, Charter Holdings, Cox, Cox NewCo and A/N (as it may be amended or supplemented from time to time, the "Exchange Agreement") (and the Amended and Restated Tax Receivables Agreement, dated as of the date hereof, between Charter, CCH II, LLC, A/N and Cox NewCo if applicable) in cash at the Repurchase Price.

   (a) For the avoidance of doubt, to the extent that the Cox Parties have designated some or all of the Actual Repurchase Shares to consist of shares of Class A Common Stock rather than Common Units, the applicable Cox Party will sell and transfer a number of shares of Class A Common Stock equal to such number of Actual Repurchase Shares to Charter for cash at the Repurchase Price on the Repurchase Closing Date.

   (b) In connection with any repurchase of Common Units or Class A Common Stock, Cox will provide to Charter Holdings or Charter, as applicable, substantially similar representations and warranties and appointment as attorney of Cox as provided in the last two paragraphs of the Exchange Notice provided pursuant to Section 2.1(a) of the Exchange Agreement (with appropriate changes to give effect to the repurchase rather than an exchange).

5. Termination: Subject to the terms and conditions set forth in Section 3.1(b) of the Stockholders Agreement, this letter agreement shall terminate or be suspended immediately after the occurrence of the first Repurchase Closing Date to occur following the delivery of written notice of termination or suspension by (i) Charter to Cox, (a) prior to the sixth anniversary of the date hereof, if an unforeseen circumstance arises that would cause the continued repurchases pursuant to this letter agreement to result in any significant adverse impact to Charter as determined by Charter in good faith, or (b) at any time after the sixth anniversary of the date hereof, or (ii) by Cox to Charter at any time (each, a "Termination Notice" or "Suspension Notice", as applicable), except that if the number of Potential Repurchase Shares for such Repurchase Closing Date would be zero (0), such termination or suspension shall be effective immediately upon the delivery of such Termination Notice or Suspension Notice, as applicable; provided, that any Suspension Notice may be revoked at any time, by written notice from the party who issued the Suspension Notice to the other party (a "Revocation Notice"), with effect as of immediately prior to the first Monthly Determination Date after the date specified in such Revocation Notice, which shall be at least 30 days after delivery of such Revocation Notice (the "Reinstatement Date"). Following the receipt of a Termination Notice, this letter agreement shall forthwith become void and be of no further force and affect; provided that nothing herein shall relieve any party from any liability incurred prior to the date of such termination. Following the receipt of any Suspension Notice, the rights and obligations of the parties set forth in Sections I.1 through I.4 of this Annex A shall be suspended to the extent specified in the Suspension Notice until such time as a Revocation Notice is issued. Notwithstanding anything to the contrary herein, Cox may suspend this letter agreement at any time, in whole or in part, in advance of any one or more upcoming Repurchase Periods, by reducing (specifically or otherwise) the number of equity securities (if any) to be repurchased by Charter during such Repurchase Periods (such reduced number of equity securities to be repurchased may be determined by Cox, at Cox's sole discretion, provided that such number shall not exceed the Potential Repurchase Shares and such equity securities are referred hereto as the "Reduced Repurchase Shares"). On and from the Reinstatement Date, the rights and obligations of the parties set forth in Sections I.1 through I.4 of this Annex A shall continue in full force and effect. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, Cox may also, in its sole discretion, elect to increase or decrease the number of shares of Class A Common Stock or Common Units (if any) to be repurchased by Charter in respect of any Repurchase Period pursuant to this letter agreement, provided such amount does not exceed the number of Potential Repurchase Shares in respect of such Repurchase Period.

Exhibit 10.3

EXECUTION VERSION

CHARTER COMMUNICATIONS, INC.
400 Washington Boulevard
Stamford, CT 06902

August 19, 2026

Advance/Newhouse Partnership
5823 Widewaters Parkway
East Syracuse, NY 13057
Attention: Steven A. Miron & Chief Legal Officer

Re: Amendment to A/N Letter Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain (a) Letter Agreement (as it may be amended or supplemented from time to time, the "Prior A/N Letter Agreement"), dated as of May 16, 2025, by and among Charter Communications, Inc. ("Charter"), Charter Communications Holdings, LLC ("Charter Holdings"), and Advance/Newhouse Partnership ("A/N"), relating to A/N's participation in Charter share repurchases and tax distributions, (b) Suspension Notice, dated as of August 4, 2025, delivered by A/N to Charter (as it may be amended or supplemented from time to time, the "Suspension Notice") which suspended the share repurchase program, and (c) Second Amended and Restated Limited Liability Company Agreement of Charter Communications Holdings, LLC ("Charter Holdings"), dated as of August 19, 2026, by and among Charter Holdings, Charter, CCH II, LLC, A/N, Cox Communications Equity Holdings, Inc. ("Cox NewCo"), Segra Acquisition Holdings, Inc., Fiber Holdings Acquisitions Holdings, Inc., Fiber Blocker Acquisition Holdings, Inc., Rapid Scale Acquisition Holdings, Inc., CCH Holding Company, LLC, Hunter Acquisition Holding, Inc., Insight Blocker, LLC, Cabot Acquisition Group, Inc., and the other parties thereto (as it may be amended or supplemented from time to time, the "LLC Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to each of them in the Prior A/N Letter Agreement. Charter, Charter Holdings and A/N hereby acknowledge and agree as follows:

1. The Original Letter Agreement and the Prior A/N Letter Agreement shall be automatically terminated and be of no further force and effect, on and from the Closing (as defined in the Cox Transaction Agreement) (the "Effective Time"), without any further action by the parties hereto or thereto.

2. This letter agreement shall be in full force and effect, on and from the date of the Effective Time. All references to the Prior A/N Letter Agreement in other agreements, documents and instruments, shall refer to this letter agreement.

3. Subject to Section 5 of this letter agreement, the parties hereto shall complete the transactions set forth on Annex A hereto on the terms set forth therein.

4. On and from the Effective Time, Charter and A/N acknowledge and agree that the redemptions by Charter of Common Units from A/N pursuant to Section 3.2(b)(iv) of the LLC Agreement shall be in lieu of, and not in addition to, repurchases or redemptions pursuant to Annex A hereto; therefore, to the extent Charter redeems Common Units from A/N pursuant to Section 3.2(b)(iv) of the LLC Agreement in any Repurchase Period (as defined in Annex A hereto), the number of Common Units so redeemed (the "Tax Distribution Repurchased Units") shall be deducted from the number of Potential Repurchase Shares (but shall not cause the number of Potential Repurchase Shares to be less than zero; provided that any excess Tax Distribution Repurchased Units that would have reduced the number of Potential Repurchase Shares to less than zero shall instead reduce the number of Potential Repurchase Shares in the succeeding Repurchase Period) in respect of such Repurchase Period.

5. Notwithstanding anything to the contrary set forth herein, the Suspension (as defined in the Suspension Notice) shall continue in full force and effect and the transactions set forth on Annex A hereto shall not be consummated unless and until such time as A/N chooses to end the Suspension and thereby resume participation in the arrangements described in Annex A hereto by providing a written Revocation Notice to Charter in accordance with Section E of Annex A hereto,

6. For the avoidance of doubt, nothing set forth in this letter agreement shall limit, restrict, amend or otherwise modify the provisions of the LLC Agreement, including, without limitation, the provisions relating to redemptions and distributions (including, without limitation, Section 3.2(b)(iv) and Section 5.4 of the LLC Agreement).

7. This letter agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the conflict of laws principles thereof to the extent that such principles would direct a matter to another jurisdiction.

8. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this letter agreement exclusively in the Court of Chancery of the State of Delaware (the "Chosen Court"), and solely in connection with claims arising under this letter agreement (a) irrevocably submits to the exclusive jurisdiction of the Chosen Court, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Court, (c) waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any party hereto and (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 9 of this letter agreement. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this letter agreement. Each of the parties hereto agrees that a final judgment in any lawsuit, action or other proceeding arising out of or relating to this letter agreement brought in the Chosen Court shall be conclusive and binding upon each of the parties hereto and may be enforced in any other courts the jurisdiction of which each of the parties is or may be subject, by suit upon such judgment.

9. Any notice hereunder shall be made in writing by overnight courier, personal delivery or email (provided that no email transmission error is received by the sender), shall be deemed to have been duly given on the date such notice is received (as evidenced by confirmation of delivery or receipt), and, in each case, shall be sent as follows:

If to Charter Communications, Inc.:

Charter Communications, Inc.
400 Washington Boulevard
Stamford, CT 06902
Attention: Executive Vice President, General Counsel and Corporate Secretary
Email: [***]
[***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Cohen
John L. Robinson
Steven R. Green
Telephone: (212) 403-1000
Email: sacohen@wlrk.com
jlrobinson@wlrk.com
srgreen@wlrk.com

If to Advance/Newhouse Partnership:

Advance/Newhouse Partnership
One World Trade Center
New York, New York 10007
Attention: Chief Legal Officer
Email: [***]

with a copy (which shall not constitute notice) to:

Advance/Newhouse Partnership
6350 Court St.
East Syracuse, NY 13057
Attention: [***]
E-Mail: [***]

and to:

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Robert B. Schumer
Michael E. Vogel
Lara B. Solomons
Email: rschumer@paulweiss.com
mvogel@paulweiss.com
lsolomons@paulweiss.com

10. This letter agreement (including Annex A) and the LLC Agreement, together with the documents referenced herein and therein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof. Charter hereby covenants and agrees that it is not party to, and will not enter into, any agreement, arrangement or understanding that would violate, conflict with or, prevent Charter from complying with, the terms of this Agreement.

11. This letter agreement may be executed in any number of counterparts and by different parties on separate counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same letter agreement) and shall become effective as of the date first set forth above. Delivery of an executed counterpart of a signature page of this letter agreement via e-mail shall be effective as delivery of a manually executed counterpart of this letter agreement.

12. Please acknowledge your agreement with the foregoing by executing this letter agreement in the space provided below.

[*Signature Page Follows*]

Sincerely,

CHARTER COMMUNICATIONS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CHARTER COMMUNICATIONS HOLDINGS, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

[*Signature Page to Amendment to Letter Agreement re: A/N Buybacks*]

Received and Acknowledged:

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron
Name: Steven A. Miron
Title: Chief Executive Officer

[*Signature Page to Amendment to Letter Agreement re: A/N Buybacks*]

Annex A

A/N Participation in Charter Share Repurchases

A. Charter, Charter Holdings and A/N (on behalf of itself and each other A/N Party (as defined in the Third Amended and Restated Stockholders Agreement, dated as of the date hereof, between Charter, Cox Enterprises, Inc., Cox NewCo and A/N and the other parties thereto (as it may be amended or supplemented from time to time, the "Stockholders Agreement"))) hereby agree on the following standing bilateral share repurchase agreement.

B. On the sixth Business Day following the last Business Day of each calendar month (each such last Business Day, a "Monthly Determination Date") on which a Repurchase Period (defined below) ends, Charter will provide written notice, (each, a "Charter Repurchase Notice") to A/N, in respect of such Repurchase Period containing:

1. the number of shares of Class A Common Stock directly or indirectly repurchased or redeemed (including through the repurchase or redemption of convertible equity securities) by Charter during the Repurchase Period (other than from A/N or any other A/N Party (as defined in the Stockholders Agreement) or Cox or any other Cox Party (as defined in the Stockholders Agreement)), which, for the avoidance of doubt, shall include all shares of Class A Common Stock, Common Units or Convertible Preferred Units (as defined in the LLC Agreement) in Charter Holdings repurchased or redeemed during the Repurchase Period (the "Monthly Repurchased Shares");

2. the number of shares of Class A Common Stock that would be outstanding on an as-exchanged, as-converted basis (without duplication) as of the start of such Repurchase Period (other than any shares held by A/N or any other A/N Party or Cox or any other Cox Party) (the "Beginning Monthly Share Balance");

3. the number of shares of Class A Common Stock held by the A/N Parties or represented by Common Units or Convertible Preferred Units (as defined in the LLC Agreement) in Charter Holdings held by the A/N Parties on an as-exchanged, as-converted basis as of the start of such calendar month (the "A/N Total Shares");

4. the per share price to be paid by Charter pursuant to Section D of this Annex A to purchase from A/N or the applicable A/N Party shares of Class A Common Stock or Common Units (the "Repurchase Price"), which price shall be the average price at which the Monthly Repurchased Shares (other than Monthly Repurchased Shares that (i) were purchased in transactions that were negotiated with the seller, or otherwise consummated, in connection with or substantially contemporaneous with any other transaction, agreement or arrangement between Charter and such seller (or its affiliates); (ii) were deemed repurchased or redeemed due to cashless exercise of or payment of withholding taxes with respect to director, officer or employee equity awards of Charter; or (iii) were repurchased or redeemed by Charter from Cox pursuant to the letter agreement, dated as of the date hereof, by and between Charter and Cox, as it may be amended in accordance with the Stockholders Agreement ((i), (ii), and (iii) collectively, the "Excluded Repurchased Shares")) were repurchased or redeemed by Charter during the Repurchase Period, calculated as the quotient of (i) the aggregate purchase price paid for the Monthly Repurchased Shares (other than Excluded Repurchased Shares) divided by (ii) the number of Monthly Repurchased Shares (other than Excluded Repurchased Shares); provided that if Charter has not repurchased or redeemed shares of Class A Common Stock during the relevant Repurchase Period (other than Excluded Repurchased Shares), the Repurchase Price shall be based on a Bloomberg VWAP methodology to be mutually agreed by Charter and A/N; and

5. the number of shares of Class A Common Stock or Common Units that the A/N Parties may sell back to Charter or Charter Holdings, which number shall be calculated as the product of (x) the quotient of (I) the Monthly Repurchased Shares, *less* the number of shares issued during the Repurchase Period under any employee equity incentive plan (provided this clause (I) shall not be less than 0), *divided* by (II) the Beginning Monthly Share Balance, *multiplied* by (y) the A/N Total Shares (such product, the "Potential Repurchase Shares"). The A/N Parties have the right to designate whether the Potential Repurchase Shares are shares of Class A Common Stock and/or Common Units held by the A/N Parties.

6. The "Repurchase Period" shall mean the period ending on (and including) the applicable Monthly Determination Date and beginning on the first day following the prior Monthly Determination Date during which Charter repurchases, redeems or buys back any shares of Class A Common Stock; provided that the Repurchase Period may be modified pursuant to the following paragraph.

C. No later than the fifth Business Day following the receipt of each Charter Repurchase Notice, A/N will provide notice to Charter (the "A/N Repurchase Notice") of A/N's designation, in its sole discretion, as to whether the Potential Repurchase Shares (if any) shall consist (in whole or in part) of (x) shares of Class A Common Stock held by the A/N Parties at such time, (y) Common Units held by the A/N Parties at such time or (z) a combination of shares of Class A Common Stock and Common Units held by the A/N Parties at such time.

D. On the eighth Business Day following A/N's receipt of the Charter Repurchase Notice (the "Repurchase Closing Date"), Charter Holdings will settle the exchange of the applicable number of Common Units (which will correspond to either (such number, the "Actual Repurchase Shares") (i) the number of Potential Repurchase Shares or (i) if a Suspension Notice is issued by A/N prior to the Repurchase Period, the number of Reduced Repurchase Shares) pursuant to and subject to the provisions of the Amended and Restated Exchange Agreement, dated as of the date hereof, between, among others, Charter, CCH II, LLC, Charter Holdings, Cox, Cox NewCo and A/N (as it may be amended or supplemented from time to time, the "Exchange Agreement") (and the Amended and Restated Tax Receivables Agreement, dated as of the date hereof, between Charter, CCH II, LLC, A/N and Cox NewCo, if applicable) in cash at the Repurchase Price.

1. For the avoidance of doubt, to the extent that the A/N Parties have designated some or all of the Actual Repurchase Shares to consist of shares of Class A Common Stock rather than Common Units, the applicable A/N Party will sell and transfer a number of shares of Class A Common Stock equal to such number of Actual Repurchase Shares to Charter for cash at the Repurchase Price on the Repurchase Closing Date.

2. In connection with any repurchase of Common Units or Class A Common Stock, A/N will provide to Charter Holdings or Charter, as applicable, substantially similar representations and warranties and appointment as attorney of A/N as provided in the last two paragraphs of the Exchange Notice provided pursuant to Section 2.1(a) of Exchange Agreement (with appropriate changes to give effect to the repurchase rather than an exchange).

E. Termination: Subject to the terms and conditions set forth in Section 3.1(b) of the Stockholders Agreement, this letter agreement shall terminate or be suspended immediately after the occurrence of the first Repurchase Closing Date to occur following the delivery of written notice of termination or suspension by (i) Charter to A/N, (a) prior to the sixth anniversary of the date hereof, if an unforeseen circumstance arises that would cause the continued repurchases pursuant to this letter agreement to result in any significant adverse impact to Charter as determined by Charter in good faith, or (b) at any time after the sixth anniversary of the date hereof, or (ii) by A/N to Charter at any time (each, a "Termination Notice" or "Suspension Notice", as applicable), except that if the number of Potential Repurchase Shares for such Repurchase Closing Date would be zero (0), such termination or suspension shall be effective immediately upon the delivery of such Termination Notice or Suspension Notice, as applicable; provided, that any Suspension Notice may be revoked at any time, by written notice from the party who issued the Suspension Notice to the other party (a "Revocation Notice"), with effect as of immediately prior to the first Monthly Determination Date after the date specified in such Revocation Notice, which shall be at least 30 days after delivery of such Revocation Notice (the "Reinstatement Date"). Following the receipt of a Termination Notice, this letter agreement shall forthwith become void and be of no further force and affect; provided that nothing herein shall relieve any party from any liability incurred prior to the date of such termination. Following the receipt of any Suspension Notice, the rights and obligations of the parties set forth in Sections A through D of this Annex A shall be suspended to the extent specified in the Suspension Notice until such time as a Revocation Notice is issued. Notwithstanding anything to the contrary herein, A/N may suspend this letter agreement at any time, in whole or in part, in advance of any one or more upcoming Repurchase Periods, by reducing (specifically or otherwise) the number of equity securities (if any) to be repurchased by Charter during such Repurchase Periods (such reduced number of equity securities to be repurchased may be determined by A/N, at A/N's sole discretion, provided that such number shall not exceed the Potential Repurchase Shares and such equity securities are referred hereto as the "Reduced Repurchase Shares"). On and from the Reinstatement Date, the rights and obligations of the parties set forth in Sections A through D of this Annex A shall continue in full force and effect. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, A/N may also, in its sole discretion, elect to increase or decrease the number of shares of Class A Common Stock or Common Units (if any) to be repurchased by Charter in respect of any Repurchase Period pursuant to this letter agreement, provided such amount does not exceed the number of Potential Repurchase Shares in respect of such Repurchase Period.

Exhibit 10.4

EXECUTION VERSION

SECOND AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHARTER COMMUNICATIONS HOLDINGS, LLC

a Delaware Limited Liability Company

Dated as of August 19, 2026

IMPORTANT NOTE

THE UNITS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM.

THE UNITS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED HEREIN, AND THE COMPANY RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH UNITS UNTIL SUCH TRANSFER IS IN COMPLIANCE HEREWITH.

TABLE OF CONTENTS

		Page
Article I – DEFINITIONS		2
SECTION 1.1	Definitions	2
SECTION 1.2	Terms Generally	26
Article II – GENERAL PROVISIONS		27
SECTION 2.1	Formation	27
SECTION 2.2	Name	27
SECTION 2.3	Term	27
SECTION 2.4	Purpose; Powers	27
SECTION 2.5	Registered Office; Registered Agent; Principal Office; Other Offices	28
SECTION 2.6	No State-Law Partnership	28
Article III – UNITS		28
SECTION 3.1	Authorized Units; Certificates; Article 8 Opt-in	28
SECTION 3.2	Capital Structure of the Company and Charter	30
SECTION 3.3	Optional Conversion of Convertible Preferred Units	34
SECTION 3.4	Other Conversion or Redemption of Convertible Preferred Units	44
SECTION 3.5	Automatic Exchange/Conversion of Units Pursuant to a Foreclosure.	46
SECTION 3.6	Mandatory Redemption of Series A Preferred Units	47
SECTION 3.7	General	48
SECTION 3.8	Voting	49
Article IV – MANAGEMENT		49
SECTION 4.1	Manager	49
SECTION 4.2	Members	49
SECTION 4.3	Officers	50
SECTION 4.4	Management Matters	52
SECTION 4.5	Liability of Members	52
SECTION 4.6	Exculpation; Indemnification by the Company	52
SECTION 4.7	Manager Expenses	54
SECTION 4.8	Exclusivity of Business	55
Article V – ALLOCATIONS; DISTRIBUTIONS		57
SECTION 5.1	Capital Account Creation	57
SECTION 5.2	Capital Account Negative Balance	57
SECTION 5.3	Allocations of Net Income and Net Loss	57

SECTION 5.4	Distributions	63
Article VI – RESIGNATION; DISSOLUTION; TRANSFER OF MEMBERSHIP INTERESTS; ADMISSION OF NEW MEMBERS		77
SECTION 6.1	Member Withdrawal	77
SECTION 6.2	Dissolution	77
SECTION 6.3	Transfer by Members	79
SECTION 6.4	Admission or Substitution of New Members	80
SECTION 6.5	Right of First Offer and Matching Right.	81
Article VII – REPORTS TO MEMBERS; TAX MATTERS		84
SECTION 7.1	Books of Account	84
SECTION 7.2	Reports	84
SECTION 7.3	Fiscal Year	85
SECTION 7.4	Certain Tax Matters	85
Article VIII – MISCELLANEOUS		90
SECTION 8.1	Exhibits	90
SECTION 8.2	Governing Law; Severability; Selection of Forum; Waiver of Trial by Jury	90
SECTION 8.3	Successors and Assigns; No Third-Person Beneficiaries	91
SECTION 8.4	Confidentiality	91
SECTION 8.5	Amendments	91
SECTION 8.6	Notices	91
SECTION 8.7	Counterparts	92
SECTION 8.8	Non-Circumvention	92
SECTION 8.9	Entire Agreement	92
SECTION 8.10	Specific Performance	92
SECTION 8.11	Control of Subsidiaries	92
SECTION 8.12	Section 16b-3	92

Exhibits and Schedules

Schedule I	Members
Exhibit A	Example Calculation of Assumed Tax Rate
Exhibit B	Form of Convertible Preferred Unit Certificate
Exhibit C	Form of Joinder Agreement
Exhibit D	Form of Conversion Notice
Exhibit E	Transferee Tax Representations
Exhibit F	Make-Whole Table
Exhibit G	Preferred Unit Valuation Assumptions
Exhibit H	Form of Tax Loan Agreement

CHARTER COMMUNICATIONS HOLDINGS, LLC

A Delaware Limited Liability Company

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

Dated as of August 19, 2026

This **SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (as amended from time to time in accordance with its terms, this "Agreement") of Charter Communications Holdings, LLC, a Delaware limited liability company (the "Company"), is made as of the date first written above, by and among:

1. Charter Communications, Inc., a Delaware corporation ("Charter");
2. CCH II, LLC, a Delaware limited liability company ("CCH II");
3. Cox Communications Equity Holdings, Inc., a Delaware corporation ("Cox");
4. Segra Acquisition Holdings, Inc., a Delaware corporation ("NewCo 2");
5. Fiber Holdings Acquisition Holdings, Inc., a Delaware corporation ("NewCo 3");
6. Fiber Blocker Acquisition Holdings, Inc., a Delaware corporation ("NewCo 4");
7. RapidScale Acquisition Holdings, Inc. ("NewCo 5");
8. CCH Holding Company, LLC, a Delaware limited liability company ("CCH Holding");
9. Hunter Acquisition Holding, Inc., a Delaware corporation ("Hunter");
10. Insight Blocker, LLC, a Delaware limited liability company ("Insight Blocker");
11. Cabot Acquisition Group, Inc., a Delaware corporation ("Cabot Acquiror," and together with CCH II, NewCo 2, NewCo 3, NewCo 4, NewCo 5, CCH Holding, Hunter, Insight Blocker and any Person or Persons in the Charter Group to whom CCH II, NewCo 2, NewCo 3, NewCo 4 or NewCo 5 transfers any Units or who otherwise holds any Units, the "Charter Member");
12. Advance/Newhouse Partnership, a New York partnership ("A/N");
13. the Company; and
14. each other Person who at any time after the date hereof becomes a Member in accordance with the terms of this Agreement and the Act.

Any reference in this Agreement to the Charter Member, Cox, A/N or any other Member shall be deemed to include such Member's successors in interest to the extent such successors in interest have become Members in accordance with the provisions of this Agreement.

All capitalized terms used in this Agreement are defined in Article I.

R E C I T A L S

WHEREAS, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, Title 6, Sections 18-101 et seq. (as amended from time to time, the "Act"), by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on May 25, 1999 (the "Filing Date");

WHEREAS, the then-Members of the Company set forth certain agreements governing the relations among the members in a Limited Liability Company Agreement originally entered into and made effective as of May 25, 1999, as amended and restated thereafter, most recently by that certain Amended and Restated Limited Liability Company Agreement dated as of May 18, 2016 (as amended and restated, the "Original Agreement");

WHEREAS, in connection with the consummation of the Transaction (as defined in the Transaction Agreement) pursuant to the terms, and subject to the conditions of, the Transaction Agreement, the Company, Charter, CCH II and A/N desire to amend and restate the Original Agreement in its entirety as set forth herein and to have effect from and after the Closing (as defined in the Transaction Agreement); and

WHEREAS, concurrently herewith, (i) Charter, Cox Enterprises, Inc., a Delaware corporation ("Cox Enterprises"), Cox and A/N are entering into the Stockholders Agreement, (ii) Charter, Cox Enterprises, Cox and A/N are entering into the Registration Rights Agreement, and (iii) the Company, Charter, CCH II, A/N, Cox and Cox Enterprises are entering into the Exchange Agreement, and such agreements are integral and critical to the willingness of the Company, the Charter Member, A/N and Cox to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree that the Original Agreement is hereby amended and restated in its entirety as follows and with effect from and after the Closing (as defined in the Transaction Agreement):

ARTICLE I – DEFINITIONS

SECTION 1.1 Definitions.

The following terms shall have the following meanings for purposes of this Agreement:

"704(c) Shortfall" has the meaning set forth in Section 5.3(b)(iii).

"Acquisition Loan" has the meaning set forth in Section 4.8(b)(i).

"Act" has the meaning set forth in the recitals.

"Activist Hedge Fund" means, as of any date of determination, any Person who has been identified as an activist investor on the most-recently available "SharkWatch 50" list or, in the event that the "SharkWatch 50" list is no longer published, on a substantially similar reputable published list of the most prominent activist investors regularly relied on or cited to by industry associations, public authorities or proxy advisors in the context of activism activities, or any controlled Affiliate of such Persons.

"Additional Asset Notice" has the meaning set forth in Section 4.8(a).

"Adjusted Capital Account" means, with respect to any Member, such Member's Capital Account after giving effect to the following adjustments:

1. Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or under applicable Law or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

2. Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of "Adjusted Capital Account" is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied by the Manager consistently therewith.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Adjusted Capital Account as of the end of the relevant Fiscal Year.

"Affiliate" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, such Person; it being understood that "control" or any correlative version thereof in this Agreement shall have the meaning ascribed thereto in Rule 12b-2 under the Exchange Act. Notwithstanding anything to the contrary set forth in this Agreement, (a) Charter and its Subsidiaries shall not be deemed to be Affiliates of A/N or any of its Affiliates, (b) Charter and its Subsidiaries shall not be deemed to be Affiliates of Cox Enterprises or any of its Affiliates and (c) A/N and Cox and their respective Affiliates shall not be deemed to be Affiliates of Cox Enterprises or A/N or any of their respective Affiliates, respectively.

"AFSI" means "adjusted financial statement income" (within the meaning of Section 56A(c)(2)(D) of the Code).

"Agreement" has the meaning set forth in the preamble.

"A/N" has the meaning set forth in the preamble.

"A/N Party" has the meaning set forth in the Stockholders Agreement.

"A/N Repurchase Letter Agreement" means that certain letter agreement, dated as of August 19, 2026, by and among Charter, the Company and A/N.

"Approved A/N Transferee" means (a) any one or more A/N Parties or (b) any one or more bona fide financial institutions that routinely enter into, or have a business plan to routinely enter into, Equity Linked Financing and/or a Stand Alone Margin Loan (any such Person, a "Bona Fide Financial Institution") (or an Affiliate of any such Person), other than any Activist Hedge Fund, provided that, following the occurrence of any event of default (however defined) under such Equity Linked Financing or Stand Alone Margin Loan, as applicable, nothing herein shall restrict an assignment or sale of participations by such financial institution party to such Equity Linked Financing or Stand Alone Margin Loan to any Bona Fide Financial Institution.

"Approved Cox Transferee" means (a) any one or more Cox Parties or (b) any one or more Bona Fide Financial Institutions (or an Affiliate of any such Person), other than any Activist Hedge Fund, provided that, following the occurrence of any event of default (however defined) under such Equity Linked Financing or Stand Alone Margin Loan, as applicable, nothing herein shall restrict an assignment or sale of participations by such financial institution party to such Equity Linked Financing or Stand Alone Margin Loan to any Bona Fide Financial Institution.

"Assumed Tax Rate" means, for each Fiscal Year (or portion thereof) during which A/N (or any A/N Party that is an individual or a "flow-through" entity for U.S. federal income tax purposes in which one or more individuals (directly or indirectly through one or more "flow-through" entities) hold equity interests) is a Member, the highest effective marginal income tax rate for a New York City resident individual (who is not materially participating in the operations of the Company within the meaning of Section 469 of the Code) for such Fiscal Year (giving effect to the deductibility of state and local taxes), in each case, applicable to the character of the net taxable income (e.g., capital gains, dividends and/or ordinary income) allocable to the relevant Member. If A/N (or any A/N Party that is an individual or a "flow-through" entity for U.S. federal income tax purposes in which one or more individuals (directly or indirectly through one or more "flow-through" entities) hold equity interests) has ceased to be a Member, and the Charter Member and Cox are the sole Members, the Assumed Tax Rate shall mean, for each Fiscal Year (or portion thereof) commencing with the first full Fiscal Quarter in which A/N is no longer a Member, the highest effective marginal tax rate of either the Charter Member or Cox for such Fiscal Year (or portion thereof) (giving effect to the deductibility of state and local taxes) with respect to each character of net taxable income allocable to the relevant Member. For the avoidance of doubt, only one Assumed Tax Rate shall be applicable for all Members in each Fiscal Year (or portion thereof) with respect to each character of net taxable income. An example calculation of the Assumed Tax Rate (as applicable to ordinary income of the Members) is attached as Exhibit A.

"Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. § 101 et seq.), as amended.

"BBA Procedures" has the meaning set forth in Section 7.4(d).

"Board of Directors" means the Board of Directors of Charter.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Cabot Acquiror" has the meaning set forth in the preamble.

"CAMT" means the corporate alternative minimum tax imposed under Sections 55 through 59 of the Code, and any Regulations or other official administrative guidance promulgated thereunder.

"CAMT Tax Liability" has the meaning set forth in Section 5.4(b)(i)(C).

"Cap" has the meaning set forth in the Stockholders Agreement.

"Capital Account" means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

1. The Capital Account of each Member will be increased by:

   (i) any Capital Contributions made by such Member;

   (ii) allocations to such Member of Net Income (or items of income or gain) pursuant to Section 5.3(a) and any items in the nature of income or gain that are specially allocated to such Member pursuant to Section 5.3(c); and

   (iii) the amount of any Company liabilities assumed by such Member as provided in Regulations Section 1.704-1(b)(2)(iv)(c)(1).

2. The Capital Account of each Member will be decreased by:

   (i) the amount of money and the Gross Asset Value of any property distributed to such Member by the Company in respect of such Member's Membership Interest;

   (ii) allocations to the Member of any Net Loss (or items of loss or deduction) pursuant to Section 5.3(a) and any items in the nature of loss or deduction that are specially allocated to such Member pursuant to Section 5.3(c); and

   (iii) the amount of any liabilities of such Member assumed by the Company as provided in Regulations Section 1.704-1(b)(2)(iv)(c)(2).

The foregoing definition and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 704(b) of the Code and the Regulations promulgated thereunder and shall be interpreted and applied by the Company and the Manager in a manner consistent with such Regulations. The initial Capital Account of each Member as of the date of this Agreement is as set forth on Schedule I, and shall be adjusted from time to time in accordance with this definition.

"Capital Contribution" means, with respect to any Person, the amount of cash and the initial Gross Asset Value of any property (other than cash) contributed to the Company (determined in the aggregate with respect to the Contribution (as defined in the Transaction Agreement) and the NewCo Contributions, no later than fifteen (15) Business Days after each of the Closing Date and the NewCo Contribution Closing Date, as applicable) or any of its Subsidiaries by such Person (or its predecessors in interest) in respect of a Membership Interest. If any Member pays any amount which gives rise to a tax deduction of the Company, such payment shall be treated as a Capital Contribution by the Member.

"Capital Contribution Closing Notice" has the meaning set forth in Section 4.8(b)(v)(B).

"Capital Contribution Notice" has the meaning set forth in Section 4.8(b)(v)(A).

"Capital Stock" means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (in each case however designated) stock issued by Charter.

"Cash Exchange Payment" has the meaning set forth in the Exchange Agreement.

"CCH Holding" has the meaning set forth in the preamble.

"CCH II" has the meaning set forth in the preamble.

"CEO" has the meaning set forth in Section 4.3(c).

"Certificate" has the meaning set forth in Section 2.1.

"Certificate of Designations" means the Certificate of Designations, dated as of August 19, 2026, to the Charter Certificate authorizing the Series A Preferred Stock, as it may be amended from time to time in accordance with its terms.

"Change of Control" means any (i) merger, consolidation or other business combination of Charter or the Company (or any of their respective Subsidiaries that alone or together represent all or substantially all of Charter's or the Company's consolidated business at that time) or any successor or other entity owning or holding substantially all of the assets of Charter or the Company and their respective Subsidiaries that results in the holders of Class A Common Stock (in the case of Charter) or the holders of Common Units (in the case of the Company) immediately before the consummation of such transaction, or a series of related transactions, holding, directly or indirectly, less than fifty percent (50%) of the equity or voting power of Charter or the Company (or any such Subsidiary or Subsidiaries) or any successor or other entity owning or holding substantially all of the assets of Charter or the Company and their respective Subsidiaries or the surviving entity thereof, as applicable, immediately following the consummation of such transaction or series of related transactions; it being understood that such ownership shall be evaluated on a combined basis (*i.e.*, on an as-converted, as-exchanged basis and without regard to any voting power or ownership limitation on A/N, Cox or their respective Affiliates) so that any ownership interest in the Charter Member shall be aggregated (without duplication) with any ownership interest in the Company or any such Subsidiary of Charter, any other member of the Charter Group or any such successor; (ii) transfer, in one or a series of related transactions, equity interests representing fifty percent (50%) or more of the equity or voting power of the Company or Charter (or any of their respective Subsidiaries that alone or together represent all or substantially all of Charter's or the Company's consolidated assets at that time) or any successor or other entity owning or holding substantially all of the consolidated assets of Charter and the Company and their respective Subsidiaries, taken as a whole, to a Person or Group (other than Charter or any of its Subsidiaries), or entitling such Person or Group to elect a majority of the board of directors or similar governing body of Charter or the Company (or such Subsidiary or Subsidiaries) or any such successor or other entity; it being understood that such ownership shall be evaluated on a combined basis (*i.e.*, on an as-converted, as-exchanged basis and without regard to any voting power or ownership limitation on A/N, Cox or their respective Affiliates) so that any ownership interest in the Charter Member shall be aggregated (without duplication) with any ownership interest in the Company or any such Subsidiary of Charter or any such successor; or (iii) sale or other disposition in one or a series of related transactions of all or substantially all of the consolidated assets of Charter and the Company and their respective Subsidiaries. Notwithstanding anything to the contrary contained herein, for purposes of determining whether a Change of Control has occurred, it shall be assumed that all Class B Common Units and Class C Common Units have been exchanged for shares of Class A Common Stock (or equity interests of any successor or other entity owning or holding substantially all of the assets of Charter and its Subsidiaries) immediately prior to any such merger, consolidation, other business combination or transfer and there is no limitation on the voting power or ownership limitation on A/N or its Affiliates or on Cox or its Affiliates.

"Charter" has the meaning set forth in the preamble.

"Charter Certificate" means the Second Amended and Restated Certificate of Incorporation of Charter, as it may be amended from time to time in accordance with its terms.

"Charter Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of March 18, 1999, by and among Charter Communications Operating LLC, as borrower, CCO Holdings LLC, as holdings, the lenders and issuing lenders from time to time party thereto and Bank of America, N.A., as administrative agent, as amended through Amendment No. 6, dated as of December 3, 2024, and as further amended, restated, amended and restated, supplemented, modified, extended, refinanced or replaced from time to time.

"Charter Group" means Charter and all Subsidiaries of Charter other than the Company and its Subsidiaries.

"Charter Initiated Tax Loan" means (i) any Tax Loan made in accordance with Section 5.4(b)(ii)(B) or Section 5.4(b)(ii)(G) (not including, for the avoidance of doubt, any Member Initiated Tax Loan made pursuant to Section 5.4(b)(ii)(F)) and (ii) any other Tax Loan that is not expressly referred to herein as a Member Initiated Tax Loan, which shall, in the case of each of the foregoing clauses (i) and (ii), be advanced pursuant to a Tax Loan Agreement.

"Charter Member" has the meaning set forth in the preamble.

"Chief Financial Officer" has the meaning set forth in Section 4.3(e).

"Chosen Courts" has the meaning set forth in Section 8.2.

"Class A Common Stock" means the Class A common stock, par value $0.001 per share, of Charter, or the common stock or other equity securities of a successor corporation or entity for which such common stock has been converted or exchanged.

"Class A Common Unit(s)" has the meaning set forth in Section 3.1(a).

"Class B Common Unit(s)" has the meaning set forth in Section 3.1(a).

"Class C Common Unit(s)" has the meaning set forth in Section 3.1(a).

"Close of Business" means 5:00 p.m., Eastern Time, on any Business Day.

"Closing Date" has the meaning set forth in the Transaction Agreement.

"Closing Price" means, with respect to any Trading Day, the official closing price per share of the Class A Common Stock on such day (but not including any "after hours" trading) on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning, with respect to any Tax Loan Agreement, set forth in such Tax Loan Agreement.

"Commission" means the U.S. Securities and Exchange Commission and any successor thereto.

"Common Annual Adjusted Taxable Income" means, with respect to each Member (or former Member) that held Common Units for each Fiscal Year (or portion thereof), the difference (but not less than zero) of (a) the total U.S. federal taxable income allocated to such Member (or former Member) with respect to its Common Units for such Fiscal Year (or portion thereof), *minus* (b) the cumulative U.S. federal taxable losses allocated on IRS Schedule K-1s (or as otherwise finally determined) to the Member (or former Member) with respect to such Common Units to the extent such prior losses are of a character that would permit such losses to be deducted against the U.S. federal taxable income of the Members (or former Members) for the current Fiscal Year and are not taken into account in a prior Fiscal Year pursuant to this clause (b); provided that, for the avoidance of doubt, such U.S. federal taxable income shall be computed taking into account any allocations of items of income, gain, loss or deduction under Section 704(c) of the Code (excluding adjustments to the amount of depreciation or amortization allocable to the Members (or former Members) under Section 704(c)(1)(C) of the Code resulting from a contribution to the Company), but without taking into account any special basis adjustment under Section 743 of the Code.

"Common Cumulative Assumed Tax Liability" means, with respect to each Member (or former Member) at any given time, the sum, over all Fiscal Years (or the portion of the Fiscal Year) up to such time, of the product of (a) the Common Annual Adjusted Taxable Income for such Fiscal Year or portion thereof, *multiplied by* (b) the Assumed Tax Rate for such Fiscal Year or portion thereof (applying, in each case, the tax rate applicable to the character of the net taxable income). Each Member's (or former Member's) Common Cumulative Assumed Tax Liability shall be appropriately adjusted by the Manager if at any time there is an audit adjustment or an amended return is filed by the Company, to reflect any adjustment to assumed taxes due, based on the Assumed Tax Rate for the affected periods.

"Common Excess Cumulative Tax Liability" means, with respect to each Member (or former Member) at any given time, the difference (but not less than zero) of (a) such Member's (or former Member's) Common Cumulative Assumed Tax Liability as of such time, *minus* (b) the total amount of all prior Common Tax Distributions made to such Member (or former Member) in respect of such Common Units, *minus* (c) the total amount of all prior Tax Loans made to such Member (or former Member) pursuant to Section 5.4(b)(ii)(B) (except to the extent such Tax Loan is repaid within two years after incurrence at a time when Charter reasonably expects to be able to repurchase sufficient shares of Class A Common Stock in the open market), *minus* (d) the total amount of all prior Tax Loans made to such Member (or former Member) pursuant to Section 5.4(b)(ii)(F) (other than any such Tax Loan incurred on or prior to December 31, 2027 to the extent that such Tax Loan is repaid within two years after incurrence at a time when Charter reasonably expects to be able to repurchase sufficient shares of Class A Common Stock in the open market), *minus* (e) the total amount of all prior Tax Loans made to such Member (or former Member) pursuant to Section 5.4(b)(ii)(G) (except to the extent such Tax Loan is repaid within two years after incurrence at a time when Charter reasonably expects to be able to repurchase sufficient shares of Class A Common Stock in the open market), *minus* (f) any Tax Loans that were waived by such Member (or former Member) pursuant to Section 5.4(b)(ii)(B) (other than any such waiver made on or prior to December 31, 2027), *minus* (g) all prior amounts distributed to such Member (or former Member) pursuant to a Pro-Rata Excess Redemption of such Member (or former Member) pursuant to Section 3.2(b)(iv) that is not waived by such Member (or former Member) pursuant to Section 5.4(b)(ii)(F), and *minus* (h) the portion of any Pro-Rata Excess Redemption that was waived by such Member (or former Member) pursuant to Section 5.4(b)(ii)(F) (except to the extent such Member (or former Member) received a Tax Loan in respect of such waived portion of the Pro-Rata Excess Redemption pursuant to Section 5.4(b)(ii)(F) and other than any such waiver made on or prior to December 31, 2027); provided that, notwithstanding anything to the contrary herein, no amount returned to the Company by a Member (or former Member) pursuant to Section 5.4(b)(ii)(G), and no amount in respect of which a Member (or former Member) waives a Charter Initiated Tax Loan pursuant to Section 5.4(b)(ii)(G), shall be treated as a waived Tax Loan or a Pro-Rata Excess Redemption or shall otherwise reduce such Member's (or former Member's) Common Excess Cumulative Tax Liability under any clause of this Section 5.4(a)(i)(C). For the avoidance of doubt, the Common Excess Cumulative Tax Liability amount shall not be reduced by any amount that is treated as a short-term loan that is issued pursuant to Section 5.4(b)(ii)(G) and is repaid prior to converting to a Tax Loan pursuant to Section 5.4(b)(ii)(G)(II).

"Common Per Unit Excess Cumulative Tax Liability" means, as of a given date, with respect to each Member (or former Member who held units during the relevant period), at any given time, the quotient of (a) such Member's (or former Member's) Common Excess Cumulative Tax Liability, *divided by* (b) the weighted average number of Common Units held by such Member (or former Member) from (x) the first day of the relevant Fiscal Year until the last day of the month prior to the immediately preceding month (e.g., April 30th with respect to a Tax Distribution for the second Fiscal Quarter) with respect to determinations under Section 5.4(b)(i)(A) and (y) the last day of the Fiscal Year with respect to determinations under Section 5.4(b)(i)(B).

"Common Per Unit Tax Distribution Amount" means, for each Fiscal Year (or portion thereof), the highest Common Per Unit Excess Cumulative Tax Liability of any Member (or former Member) that held Common Units during such Fiscal Year (or portion thereof), as of the end of such Fiscal Year (or portion thereof).

"Common Tax Distribution" means the aggregate amount of any distribution made to any Member (or former Member) in respect of such Member's (or former Member's) Common Units, pursuant to Section 5.4(b)(i).

"Common Units" means the Class A Common Units, the Class B Common Units and the Class C Common Units.

"Company" has the meaning set forth in the preamble.

"Company Minimum Gain" has the same meaning as "partnership minimum gain" set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d). A Member's share of Company Minimum Gain shall be computed in accordance with the provisions of Regulations Section 1.704-2(g).

"Company ROFO Acceptance Notice" has the meaning set forth in Section 6.5(b)(ii).

"Conversion Date" means, with respect to any Convertible Preferred Units to be converted pursuant to Section 3.3(a), Section 3.4(a) or automatically converted pursuant to Section 3.5(a), the date on which such Convertible Preferred Units and a duly signed and completed Conversion Notice is received by the Company or a Conversion Notice is deemed given by the holder of the Convertible Preferred Units.

"Conversion Notice" has the meaning set forth in Section 3.3(a).

"Conversion Price" means, as of any given time, the quotient of $100 divided by the Conversion Rate.

"Conversion Rate" means 0.209464, subject to adjustment as set forth in Section 3.3(c).

"Conversion Rate Adjustment Event" has the meaning set forth in Section 3.3(c)(xi).

"Convertible Preferred Annual Adjusted Taxable Income" means, with respect to each Member (or former Member) for each Fiscal Year (or portion thereof), the difference (but not less than zero) of (a) the total U.S. federal taxable income allocated to such Member (or former Member) with respect to its Convertible Preferred Units for such Fiscal Year (or portion thereof), *minus* (b) the cumulative U.S. federal taxable losses allocated on IRS Schedule K-1s (or as otherwise finally determined) to the Member (or former Member) with respect to such Convertible Preferred Units to the extent such prior losses are of a character that would permit such losses to be deducted against the U.S. federal taxable income of the Members (or former Members) for the current Fiscal Year and are not taken into account in a prior Fiscal Year pursuant to this clause (b); provided that, for the avoidance of doubt, such U.S. federal taxable income shall be computed taking into account any allocations of items of income, gain, loss or deduction under Section 704(c) of the Code (excluding adjustments to the amount of depreciation or amortization allocable to the Members (or former Members) under Section 704(c)(1)(C) of the Code resulting from a contribution to the Company), but without taking into account any special basis adjustment under Section 743 of the Code.

"Convertible Preferred Cumulative Assumed Tax Liability" means, with respect to each Member (or former Member) at any given time, the sum, over all Fiscal Years (or the portion of the Fiscal Year) up to such time, of the product of (a) the Convertible Preferred Annual Adjusted Taxable Income for such Fiscal Year or portion thereof, *multiplied by* (b) the Assumed Tax Rate for such Fiscal Year or portion thereof (applying, in each case, the tax rate applicable to the character of the net taxable income). Each Member's (or former Member's) Convertible Preferred Cumulative Assumed Tax Liability shall be appropriately adjusted by the Manager if at any time there is an audit adjustment or an amended return is filed by the Company, to reflect any adjustment to assumed taxes due, based on the Assumed Tax Rate for the affected periods.

"Convertible Preferred Excess Cumulative Tax Liability" means, with respect to each Member (of former Member) at any given time, the difference (but not less than zero) of (a) such Member's (or former Member's) Convertible Preferred Cumulative Assumed Tax Liability as of such time, *minus* (b) the total amount of all prior distributions made to such Member (or former Member) in respect of such Convertible Preferred Units (including Preferred Tax Distributions).

"Convertible Preferred Per Unit Excess Cumulative Tax Liability" means, with respect to each Member holding (or former Member that held) Convertible Preferred Units at any given time, the quotient of (a) such Member's (or former Member's) Convertible Preferred Excess Cumulative Tax Liability, *divided by* (b) the weighted average number of Convertible Preferred Units held by such Member (or former Member) during the relevant Fiscal Year (or portion thereof).

"Convertible Preferred Per Unit Tax Distribution Amount" means, for each Fiscal Year (or portion thereof), the highest Convertible Preferred Per Unit Excess Cumulative Tax Liability of any Member (or former Member) that held Convertible Preferred Units during such Fiscal Year (or portion thereof), as of the end of such Fiscal Year (or portion thereof).

"Convertible Preferred Unallocated Yield" means, for any Taxable Period and with respect to any Convertible Preferred Unit, the amount equal to (a) the aggregate Convertible Preferred Yield accrued on such Convertible Preferred Unit through the last day of such Taxable Period, *less* (b) the cumulative amount of items of Company income or gain previously allocated by the Company pursuant to Section 5.3(c)(i)(H) with respect to such Convertible Preferred Unit.

"Convertible Preferred Unit(s)" has the meaning set forth in Section 3.1(a).

"Convertible Preferred Unit Certificate" means a certificate representing Convertible Preferred Units substantially in the form set forth in Exhibit B.

"Convertible Preferred Unit Distribution Payment Date" has the meaning set forth in Section 5.4(a)(i)(A).

"Convertible Preferred Unitholders" means the holders of record of the Convertible Preferred Units.

"Convertible Preferred Yield" means, with respect to any Convertible Preferred Unit, an amount equal to 6.875% per annum on an amount equal to the Liquidation Preference of such Convertible Preferred Unit (equivalent to $6.875 per annum on each Convertible Preferred Unit). Such amount shall be determined on a daily basis computed on the basis of a 360-day year of twelve 30-day months (or actual days elapsed in a month in which a calculation is made if such calculation is made prior to the last day of such month), cumulative from the date hereof to the extent not distributed for any given distribution period pursuant to Section 5.4. Notwithstanding the foregoing, distributions on the Convertible Preferred Units will accrue whether or not the terms and provisions of any agreement of the Company at any time prohibit the current payment of distributions, whether or not the Company has earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such distributions are authorized or otherwise declared. Accrued but unpaid distributions on the Convertible Preferred Units will accumulate as of the Convertible Preferred Unit Distribution Payment Date on which they first become payable or shall have been deemed to become due pursuant to Section 5.4(a)(i)(A).

"Covered Claim" has the meaning set forth in Section 4.6(a).

"Covered Person" means any past, present or future officer, director or employee of the Charter Member, the Company or its Subsidiaries or the Manager, Tax Matters Member, or any Affiliate of any of the foregoing (each, in their capacity as such).

"Covered Proceeding" has the meaning set forth in Section 4.6(b).

"Cox" has the meaning set forth in the preamble.

"Cox Enterprises" has the meaning set forth in the recitals.

"Cox Party" has the meaning set forth in the Stockholders Agreement.

"Cox Repurchase Letter Agreement" means that certain letter agreement, dated as of August 19, 2026, by and among Charter, the Company and Cox Enterprises.

"Creditor" has the meaning set forth in Section 4.8(b)(iii).

"Current Period Converted Units" has the meaning set forth in Section 5.3(c)(i)(I).

"Debt Instrument" means any note, bond, debenture, indenture, guarantee or other instrument or agreement evidencing any Indebtedness, whether existing at the date of this Agreement or thereafter created, incurred, assumed or guaranteed.

"Declined Pro-Rata Excess Redemption Amount" has the meaning set forth in Section 5.4(b)(ii)(F).

"Delisting Event" means the Class A Common Stock ceasing to be Publicly Traded for ninety (90) consecutive days or longer, other than as a result of an Insolvency Event or a Change of Control.

"Depreciation" means, for each Fiscal Year or other period for tax purposes, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that (i) if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, and which difference is being eliminated by use of the "remedial allocation method" defined by Regulations Section 1.704-3(d), Depreciation with respect to such asset or portion thereof subject to such method for such Fiscal Year or other period shall be the amount of book basis recovered for such Fiscal Year or other period under the rules prescribed by Regulations Section 1.704-3(d)(2), and (ii) with respect to any other asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that, in the case of clause (ii) above, if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be calculated with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

"Distributed Property" has the meaning set forth in Section 3.3(c)(v).

"Electing Member" has the meaning set forth in Section 5.4(b)(ix).

"Equity Interest" has the meaning set forth in the Stockholders Agreement.

"Equity Linked Financing" has the meaning set forth in the Stockholders Agreement.

"ETD Repurchase Price" has the meaning set forth in Section 3.2(b)(iv).

"ETD Repurchase Shares" has the meaning set forth in Section 3.2(b)(iv).

"Exceeding Member" has the meaning set forth in Section 3.2(b)(iii).

"Excess Cash Contribution Transaction" has the meaning set forth in Section 4.8(b)(v).

"Excess Tax Distribution Amount" has the meaning set forth in Section 5.4(b)(ii).

"Exchange" has the meaning set forth in the Exchange Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Exchange Agreement" means the Amended and Restated Exchange Agreement, dated as of the date hereof, among Charter, CCH II, the Company, A/N, Cox Enterprises, Cox, and such other holders of Class B Common Units and Class C Common Units of the Company from time to time party thereto, as such agreement may be amended from time to time in accordance with its terms.

"Expenses" has the meaning set forth in Section 4.6(a).

"Expiration Date" has the meaning set forth in Section 3.3(c)(vi).

"Expiration Time" has the meaning set forth in Section 3.3(c)(vi).

"Filing Date" has the meaning set forth in the recitals.

"Fiscal Quarter" means any fiscal quarter of a Fiscal Year.

"Fiscal Year" has the meaning set forth in Section 7.3.

"Fundamental Change" means a Change of Control, Delisting Event or Insolvency Event.

"Fundamental Change Class A Common Stock Price" means, (i) in connection with any Change of Control, the cash amount paid per share of Class A Common Stock if the holders of Class A Common Stock receive only cash in such Change of Control; or (ii) in connection with any other Fundamental Change, the VWAP of the Class A Common Stock over the three (3) Trading Days immediately preceding, but excluding, the effective date of such Fundamental Change.

"Government Entity" means any federal, state, local or foreign government, governmental subdivision, administrative body or other governmental or quasi-governmental agency, tribunal, court or other entity of competent jurisdiction.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

1. The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset on the date of the contribution, as reasonably determined by the Manager.

2. The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company after the date of this Agreement by an existing Member or new Member in exchange for more than a *de minimis* Capital Contribution, if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company property as consideration for a Membership Interest in the Company, if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(iv) the grant of an interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of being a Member if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(v) upon the conversion of Convertible Preferred Units pursuant to Section 3.3(a) or Section 3.4(a) applying Regulations Section 1.704-1(b)(2)(iv)(f), taking into account Regulations Section 1.704-1(b)(2)(iv)(s); and

(vi) such other times as the Manager shall reasonably determine necessary or advisable in order to comply with Regulations Sections 1.704-1(b) and 1.704-2.

3. The Gross Asset Value of any Company asset distributed to a Member shall be the gross fair market value of such asset on the date of distribution, as reasonably determined by the Manager.

4. The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (4) to the extent that the Manager reasonably determines that an adjustment pursuant to subparagraph (2) of this definition of Gross Asset Value is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (4).

5. The Gross Asset Value of a Company asset shall be adjusted by the Depreciation, if any, taken into account by the Company with respect to computing Net Income or Net Loss.

For the purposes of this definition of "Gross Asset Value," a determination by the Manager with respect to property contributed on the date hereof shall only be considered reasonable if and to the extent it is (a) consistent with the "Allocation" to such property as finally determined in accordance with Section 5.21(g) of the Transaction Agreement, or (b) if there is no such "Allocation" to such property, if (i) the Manager provides the determination in draft form and in sufficient detail (including any supporting documentation) to Cox reasonably in advance of any applicable filing or reporting due date (taking into account any applicable extensions) for Cox's review and (ii) the Manager considers in good faith any of Cox's or its tax advisor's comments thereon; it being understood that in the case of the foregoing clause (ii), if the Manager and Cox are unable to reach agreement with respect to such determination, the Manager's determination shall control.

"Group" means "group" within the meaning of Section 13(d)(3) of the Exchange Act.

"Hunter" has the meaning set forth in the preamble.

"Indebtedness" has the meaning assigned to such term in the Certificate of Designations.

"Initial Estimated Quarterly Tax Statement" has the meaning set forth in Section 7.2(a).

"Insight Blocker" has the meaning set forth in the preamble.

"Insolvency Event" means any of the following:

1. an involuntary case shall be commenced against Charter, the Company or any of their respective Subsidiaries that accounts for all or substantially all of Charter's or the Company's consolidated revenues at that time (any such Subsidiary, a "Primary Subsidiary") under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar Law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, trustee, custodian or other official having similar powers over Charter, the Company or any Primary Subsidiary shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of Charter, the Company or any Primary Subsidiary, for all or substantially all of its property; and any such event described in this clause (a) shall continue for sixty (60) consecutive days without having been dismissed, vacated, bonded, discharged or pending appeal;

2. Charter, the Company or any Primary Subsidiary shall commence a voluntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar Law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such Law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property; or

3. Charter, the Company or any Primary Subsidiary shall make a general assignment for the benefit of creditors.

"Investor Party" has the meaning set forth in the Stockholders Agreement.

"IRS" means the United States Internal Revenue Service.

"Joinder Agreement" means a Joinder Agreement in the form attached as Exhibit C.

"Junior Units" means the Common Units and any other Units now existing, or authorized after, the date of this Agreement, other than the Series A Preferred Units, the Convertible Preferred Units, any Parity Units and any Senior Units.

"Law" means any applicable law, statute, ordinance, rule, regulation, code, Order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a Government Entity or Self-Regulatory Organization (including, for the sake of clarity, any policy statement or interpretation that has the force of law with respect to any of the foregoing, and including common law).

"LBRD" means Liberty Broadband Corporation, a corporation incorporated in the State of Delaware on June 26, 2014 (which, for the avoidance of doubt, was merged with and into Fusion Merger Sub 1, LLC, a Delaware limited liability company, pursuant to the LBRD Merger Agreement).

"LBRD Certificate of Designations" means the Certificate of Designations of LBRD in respect of the LBRD Series A Preferred Stock filed with the Secretary of State of the State of Delaware on December 18, 2020.

"LBRD Dividend Payment Date" means any Dividend Payment Date (as defined, for purposes of this definition, in the LBRD Certificate of Designations) in respect of the LBRD Series A Preferred Stock.

"LBRD Merger" means the merger of Fusion Merger Sub 2, Inc., a Delaware corporation, with and into LBRD pursuant to the LBRD Merger Agreement.

"LBRD Merger Agreement" means that certain Agreement and Plan of Merger, dated as of November 12, 2024, by and among Charter and LBRD (among others), as may be amended from time to time.

"LBRD Merger Effective Time" means the effective time of the Certificate of Merger filed with the Secretary of State of the State of Delaware in connection with the LBRD Merger.

"LBRD Series A Preferred Stock" means the Series A Cumulative Redeemable Preferred Stock of LBRD authorized by the LBRD Certificate of Designations.

"LBRD Unpaid Dividends" means dividends accrued and unpaid on a share of LBRD Series A Preferred Stock prior to and as of the Series A Preferred Dividend Accrual Commencement Date that, in accordance with the provisions of the LBRD Certificate of Designations, have been added to the "Liquidation Price" (as defined, for purposes of this definition, in the LBRD Certificate of Designations) of a share of the LBRD Series A Preferred Stock, and which remained unpaid and a part of the "Liquidation Price" as of the LBRD Merger Effective Time.

"Liquidating Distribution" has the meaning set forth in Section 3.3(c)(v).

"Liquidation Preference" means $100 per Convertible Preferred Unit.

"Make-Whole Amount" means a number of shares of Class A Common Stock determined by reference to the table in Exhibit F, based upon the effective date of the Fundamental Change and the Fundamental Change Class A Common Stock Price.

If the exact Fundamental Change Class A Common Stock Price and effective date is not set forth in the table in Exhibit F, then:

(a) if the Fundamental Change Class A Common Stock Price is between two Fundamental Change Class A Common Stock Prices in the table in Exhibit F and/or the effective date of the Fundamental Change is between two effective dates set forth in the table in Exhibit F, the Make-Whole Amount shall be determined by straight-line interpolation between the Make-Whole Amounts set forth for the higher and lower Fundamental Change Class A Common Stock Price and/or the earlier and later effective dates set forth in the table, as applicable, based on a 365-day year.

(b) If the Fundamental Change Class A Common Stock Price is in excess of $2,000 (subject to adjustment at the same time and in the same manner as the Fundamental Change Class A Common Stock Prices pursuant to clause (d) of this definition of Make-Whole Amount) the Make-Whole Amount shall be zero.

(c) If the Fundamental Change Class A Common Stock Price is less than $353.64 (subject to adjustment at the same time and in the same manner as the Fundamental Change Class A Common Stock Prices pursuant to clause (d) of this definition of Make-Whole Amount) the Make-Whole Amount shall be zero.

(d) The Fundamental Change Class A Common Stock Prices set forth in the table in Exhibit F shall be adjusted as of any date on which the Conversion Rate is adjusted pursuant to Section 3.3(c). The adjusted Fundamental Change Class A Common Stock Prices shall equal the Fundamental Change Class A Common Stock Prices applicable immediately prior to such adjustment multiplied by a fraction, the numerator of which is the Conversion Rate immediately before the adjustment and the denominator of which is the adjusted Conversion Rate. Each Make-Whole Amount set forth in the table shall be adjusted at the same time, in the same manner in which and for the same events for which the Conversion Rate is adjusted pursuant to Section 3.3(c).

"Manager" means Charter or any of its successors or permitted assigns, or any subsequent successor or permitted assign, in its capacity as the Manager.

"Member" means the Charter Member, A/N, Cox, and each other Person who is admitted hereafter as a Member in accordance with the terms of this Agreement, but only to the extent such Person has not ceased to be a Member pursuant to Section 6.1. The Members shall comprise the "members" (as that term is defined and used in the Act) of the Company. The Members shall constitute a single class or group of members for purposes of the Act.

"Member Initiated Tax Loan" has the meaning set forth in Section 5.4(b)(ii)(F).

"Member Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"Member Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" set forth in Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" set forth in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"Membership Interest" means a Member's ownership interest in the Company at the relevant time.

"Minimum Ownership Threshold" has the meaning set forth in Section 5.4(b)(ii)(F).

"Minimum Ownership Threshold Distribution Amount" has the meaning set forth in Section 5.4(b)(ii)(F).

"Minimum Tax Pool Amount" has the meaning set forth in Section 5.4(b)(ii).

"Minimum Tax Pool Redemption" has the meaning set forth in Section 5.4(b)(ii).

"Minimum Tax Pool Repurchase Suspension" has the meaning set forth in Section 5.4(b)(ii).

"NASDAQ" means the NASDAQ Global Select Market or any successor thereto.

"Net Income" and "Net Loss" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss) with the following adjustments:

1. Any income of the Company that is exempt from federal income tax and to the extent not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss, shall be added to such income or loss;

2. Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(*i*), and to the extent not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss, shall be subtracted from such taxable income or loss;

3. In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (2) or (3) of the definition of Gross Asset Value in this Agreement, the amount of such adjustment shall be taken into account as gain (if the adjustment increases the Gross Asset Value of the asset) or loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset for purposes of computing Net Income or Net Loss;

4. Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

5. In lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year;

6. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss; and

7. Any items that are specially allocated pursuant to the provisions of Section 5.3(c) shall not be taken into account in computing Net Income or Net Loss.

"NewCo 2" has the meaning set forth in the preamble.

"NewCo 3" has the meaning set forth in the preamble.

"NewCo 4" has the meaning set forth in the preamble.

"NewCo 5" has the meaning set forth in the preamble.

"NewCo Contributed Property" has the meaning set forth in Section 7.4(e)(i).

"NewCo Contribution Agreement" means the Contribution Agreement, dated as of August 17, 2026, by and among the Company, Charter, NewCo 2, NewCo 3, NewCo 4 and NewCo 5.

"NewCo Contribution Closing Date" means the date of the closing of the contributions by NewCo 2, NewCo 3, NewCo 4 and NewCo 5 to the Company pursuant to the NewCo Contribution Agreement.

"NewCo Contributions" means the contributions by NewCo 2, NewCo 3, NewCo 4 and NewCo 5 to the Company pursuant to the NewCo Contribution Agreement.

"NewCo Subsidiaries" has the meaning set forth in Section 7.4(e)(i).

"Nonrecourse Deductions" has the meaning set forth in Regulations Section 1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulations Section 1.752-1(a)(2).

"Notice of Foreclosure" means a notice of foreclosure in a form agreed among the Company, A/N or Cox (as applicable) and the applicable financial institution to whom Class B Common Units, Class C Common Units or Convertible Preferred Units (as applicable) have been pledged in accordance with Section 3.5(c) or 3.5(d) of the Stockholders Agreement.

"NYSE" means The New York Stock Exchange and any successor thereto.

"Offered Preferred Units" has the meaning set forth in Section 6.5(b)(i).

"Officer" means each Person designated as an officer of the Company or of any of its Subsidiaries pursuant to and in accordance with the provisions of Section 4.3, subject to the determination of the Manager appointing such Person as an officer or relating to such appointment.

"Order" means any order, injunction, judgment, decree, writ or other enforcement action of a Government Entity.

"Original Agreement" has the meaning set forth in the recitals.

"Other Event" has the meaning set forth in Section 3.4(c)(ii).

"Other Jurisdiction" has the meaning set forth in Section 3.1(c)(i).

"Parity Units" means any Units (including the Convertible Preferred Units and the Series A Preferred Units) that expressly rank on a parity basis with the Series A Preferred Units or the Convertible Preferred Units, as applicable, as to the dividend rights, rights of redemption and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company.

"Pending Dividend Payment Date" has the meaning set forth in the definition of "Series A Preferred Dividend Accrual Commencement Date."

"Per Unit Amount" has the meaning set forth in Section 3.3(b).

"Percentage Interest" means, with respect to any Member, the percentage obtained by dividing (a) the number of Common Units held by such Member by (b) the total number of Common Units of all classes then outstanding. The initial Percentage Interest of each Member as of the date of this Agreement is as set forth on Schedule I, which may be amended from time to time.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint venture, a Government Entity, a trust or other entity or organization.

"Pre-Amendment Code" has the meaning set forth in Section 7.4(c)(i).

"Preferred Accrued Distribution Amount" means, with respect to each Convertible Preferred Unit, the sum of: (i) the amount of the Convertible Preferred Yield on such Convertible Preferred Unit that has accumulated as described in the definition of Convertible Preferred Yield but has not yet been paid, *plus* (ii) with respect to each distribution to be paid or deemed to have become due pursuant to Section 5.4 on each Convertible Preferred Unit Distribution Payment Date, if such distribution is not paid by the next following Convertible Preferred Unit Distribution Payment Date, additional interest accruing at 8.875% per annum on the amount of such distribution for the period from and after such following Convertible Preferred Unit Distribution Payment Date until such time as such distribution has been paid.

"Preferred At the Market Offer" has the meaning set forth in Section 6.5(c)(iii).

"Preferred Other Offer" has the meaning set forth in Section 6.5(c)(iii).

"Preferred Private Placement Notice" has the meaning set forth in Section 6.5(c)(i).

"Preferred Private Placement Offering" means any widely distributed private placement offering of Convertible Preferred Units permitted by the Stockholders Agreement to qualified institutional buyers, including any such offering that includes a Shelf Registration (as defined in the Registration Rights Agreement) requested by Cox Enterprises of the shares of Class A Common Stock into which such Convertible Preferred Units are convertible following their Transfer to a third party.

"Preferred Private Placement Offering Period" has the meaning set forth in Section 6.5(c)(v).

"Preferred Private Placement ROFO Period" has the meaning set forth in Section 6.5(c)(ii).

"Preferred ROFO" has the meaning set forth in Section 6.5(a).

"Preferred ROFO Notice" has the meaning set forth in Section 6.5(b)(i).

"Preferred Tax Distribution" means any Tax Distribution made to any Member (or former Member) in respect of such Member's (or former Member's) Convertible Preferred Units or Series A Preferred Units, pursuant to Section 5.4(b)(i).

"Preferred Transferor" has the meaning set forth in Section 6.5(a).

"Preferred Updated Valuation" has the meaning set forth in Section 6.5(c)(ii).

"President" has the meaning set forth in Section 4.3(d).

"Primary Subsidiary" has the meaning set forth in the definition of "Insolvency Event."

"Private Placement Preferred Units" has the meaning set forth in Section 6.5(c)(i).

"Pro-Rata Excess Redemption" has the meaning set forth in Section 5.4(b)(ii)(F).

"Proceeding" has the meaning set forth in Section 4.6(b).

"Publicly Traded" means (a) with respect to shares of Class A Common Stock, that such shares are traded on a U.S. national securities exchange or U.S. national securities market and (b) with respect to shares of Series A Preferred Stock, that such shares are traded on a U.S. national securities exchange or U.S. national securities market or quoted on the over-the-counter market.

"Quarterly Asset Notice" has the meaning set forth in Section 4.8(a).

"Rating Agency Condition" has the meaning set forth in the definition of "Waiver Limitation Conditions."

"Recapitalization" has the meaning set forth in Section 3.3(c)(xiii)(A).

"Recapitalization Amendment" has the meaning set forth in Section 3.3(c)(xiii)(A).

"Record Date" means, with respect to any dividend, distribution or other transaction or event in which the holders of Class A Common Stock have the right to receive any cash, securities or other property or in which the Class A Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

"Reference Property" has the meaning set forth in Section 3.3(c)(xiii)(A).

"Registration Rights Agreement" means the Amended and Restated Registration Rights Agreement, dated as of the date hereof, by and among Charter, Cox Enterprises, Cox, A/N and the other parties from time to time party thereto, as such agreement may be amended from time to time in accordance with its terms.

"Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Regulatory Allocations" has the meaning set forth in Section 5.3(c)(i)(J).

"Repurchase Suspension" has the meaning set forth in Section 5.4(b)(ii)(G).

"Repurchase Suspension Outside Date" has the meaning set forth in Section 5.4(b)(ii)(G).

"Response Deadline" has the meaning set forth in Section 5.4(b)(ii)(F).

"Response Notice" has the meaning set forth in Section 5.4(b)(ii)(G).

"ROFO Closing" has the meaning set forth in Section 6.5(b)(iii).

"ROFO Covered Transfer" has the meaning set forth in Section 6.5(a).

"ROFO Specified Price" has the meaning set forth in Section 6.5(b)(i).

"Rule 16b-3" has the meaning set forth in the Stockholders Agreement.

"Secretary" has the meaning set forth in Section 4.3(g)(i).

"Self-Regulatory Organization" means NASDAQ, the NYSE, any national securities exchange (as defined in the Exchange Act), any other securities exchange, futures exchange, contract market, or other exchange or similar self-regulatory body or organization.

"Senior Units" means any Units that expressly rank senior to the Series A Preferred Units and have preference or priority over the Series A Preferred Units as to dividend rights, rights of redemption and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company.

"Series A Preferred Annual Adjusted Taxable Income" means, with respect to each Member (or former Member) for each Fiscal Year (or portion thereof), the difference (but not less than zero) of (a) the total U.S. federal taxable income allocated to such Member (or former Member) with respect to its Series A Preferred Units for such Fiscal Year (or portion thereof), *minus* (b) the cumulative U.S. federal taxable losses allocated on IRS Schedule K-1s (or as otherwise finally determined) to the Member (or former Member) with respect to such Series A Preferred Units to the extent such prior losses are of a character that would permit such losses to be deducted against the U.S. federal taxable income of the Members (or former Members) for the current Fiscal Year and are not taken into account in a prior Fiscal Year pursuant to this clause (b); provided that, for the avoidance of doubt, such U.S. federal taxable income shall be computed taking into account any allocations of items of income, gain, loss or deduction under Section 704(c) of the Code (excluding adjustments to the amount of depreciation or amortization allocable to the Members (or former Members) under Section 704(c)(1)(C) of the Code resulting from a contribution to the Company), but without taking into account any special basis adjustment under Section 743 of the Code.

"Series A Preferred Cumulative Assumed Tax Liability" means, with respect to each Member (or former Member) at any given time, the sum, over all Fiscal Years (or the portion of the Fiscal Year) up to such time, of the product of (a) the Series A Preferred Annual Adjusted Taxable Income for such Fiscal Year or portion thereof, *multiplied by* (b) the Assumed Tax Rate for such Fiscal Year or portion thereof (applying, in each case, the tax rate applicable to the character of the net taxable income). Each Member's (or former Member's) Series A Preferred Cumulative Assumed Tax Liability shall be appropriately adjusted by the Manager if at any time there is an audit adjustment or an amended return is filed by the Company, to reflect any adjustment to assumed taxes due, based on the Assumed Tax Rate for the affected periods.

"Series A Preferred Dividend Accrual Commencement Date" means the LBRD Dividend Payment Date immediately preceding the LBRD Merger Effective Time; provided, however, that in the event that the board of directors of LBRD shall have declared a dividend payable on the LBRD Series A Preferred Stock in accordance with Section 2 of the LBRD Certificate of Designations and the LBRD Dividend Payment Date therefor (the "Pending Dividend Payment Date") shall not have occurred prior to the LBRD Merger Effective Time and the record date therefor shall have occurred prior to the LBRD Merger Effective Time, then the Series A Preferred Dividend Accrual Commencement Date shall mean the Pending Dividend Payment Date. The date that is the Series A Preferred Dividend Accrual Commencement Date shall be filed with the books and records of the Company.

"Series A Preferred Dividend Amount" means, for any Series A Preferred Dividend Payment Date, the amount accrued and payable by the Company as a dividend per Series A Preferred Unit, as determined pursuant to Section 5.4(a)(i)(B)(I) (and as such amount is subject to adjustment from time to time pursuant to Section 5.4(a)(i)(B)(II) and Section 5.4(a)(i)(B)(III)).

"Series A Preferred Dividend Default" has the meaning set forth in Section 5.4(a)(i)(B)(II).

"Series A Preferred Dividend Payment Date" means January 15, April 15, July 15 and October 15 of each year, commencing on the first such date following the Series A Preferred Dividend Accrual Commencement Date.

"Series A Preferred Dividend Period" means the period from and including the Series A Preferred Dividend Accrual Commencement Date to (but not including) the first Series A Preferred Dividend Payment Date and each three (3) month period from and including the Series A Preferred Dividend Payment Date for the preceding Series A Preferred Dividend Period to (but not including) the Series A Preferred Dividend Payment Date for such Series A Preferred Dividend Period.

"Series A Preferred Dividend Rate" means the dividend rate accruing on the Series A Preferred Units, as applicable from time to time pursuant to Section 5.4(a)(i)(B).

"Series A Preferred Excess Cumulative Tax Liability" means, with respect to each Member holding (or former Member who held) Series A Preferred Units at any given time, the difference (but not less than zero) of (a) such Member's (or former Member's) Series A Preferred Cumulative Assumed Tax Liability as of such time, *minus* (b) the total amount of all prior distributions made to such Member (or former Member) in respect of such Series A Preferred Units (including Preferred Tax Distributions).

"Series A Preferred Liquidation Price" measured per Series A Preferred Unit as of any date of determination means the sum of (i) $25, *plus* (ii) an amount equal to any unpaid dividends (whether or not declared) accrued with respect to such Series A Preferred Unit which pursuant to Section 5.4(a)(i)(B)(V) have been added to and then remain part of the Series A Preferred Liquidation Price as of such date plus (iii) an amount equal to any LBRD Unpaid Dividends which remain part of the Series A Preferred Liquidation Price as of such date.

"Series A Preferred Listing Default" has the meaning set forth in Section 5.4(a)(i)(B)(III).

"Series A Preferred Penalty Rate" means the Series A Preferred Stated Rate *plus* two percent (2.00%) per annum of the Series A Preferred Liquidation Price of each share of Series A Preferred Stock.

"Series A Preferred Per Unit Excess Cumulative Tax Liability" means, with respect to each Member holding (or former Member who held) Series A Preferred Units at any given time, the quotient of (a) such Member's (or former Member's) Series A Preferred Excess Cumulative Tax Liability, *divided by* (b) the weighted average number of Series A Preferred Units held by such Member (or former Member) during the relevant Fiscal Year (or portion thereof).

"Series A Preferred Per Unit Tax Distribution Amount" means, for each Fiscal Year (or portion thereof), the highest Series A Preferred Per Unit Excess Cumulative Tax Liability of any Member (or former Member) who held Series A Preferred Units during such Fiscal Year (or portion thereof), as of the end of such Fiscal Year (or portion thereof).

"Series A Preferred Record Date" for the dividends payable on any Series A Preferred Dividend Payment Date means the date fifteen (15) days immediately preceding such Series A Preferred Dividend Payment Date; provided that, if such date is not a Business Day, the record date shall be the next succeeding Business Day after such date.

"Series A Preferred Redemption Date" as to all Series A Preferred Units means (i) the Series A Preferred Scheduled Redemption Date and (ii) any date following the Series A Preferred Scheduled Redemption Date on which Series A Preferred Units are redeemed pursuant to Section 3.6(b).

"Series A Preferred Redemption Price" means the Series A Preferred Liquidation Price plus all unpaid dividends (whether or not declared) accrued from the most recent Series A Preferred Dividend Payment Date through the Series A Preferred Redemption Date.

"Series A Preferred Scheduled Redemption Date" means the first (1st) Business Day following March 8, 2039.

"Series A Preferred Stated Rate" means seven percent (7.00%) per annum of the Series A Preferred Liquidation Price of each Series A Preferred Unit.

"Series A Preferred Stock" means the Series A cumulative redeemable preferred stock, par value $0.001 per share, of Charter, or the preferred stock or other equity securities of a successor corporation or entity for which such preferred stock has been converted or exchanged in a manner that is not inconsistent with this Agreement.

"Series A Preferred Unit(s)" has the meaning set forth in Section 3.1(a).

"Shortfall Amount" has the meaning set forth in Section 5.4(b)(ii)(A).

"Specified Documents" means this Agreement, the Exchange Agreement, the Stockholders Agreement, the A/N Repurchase Letter Agreement, the Cox Repurchase Letter Agreement, the Registration Rights Agreement, the Tax Receivables Agreement and the Charter Certificate.

"Spin-Off" has the meaning set forth in Section 3.3(c)(iii).

"Stand Alone Margin Loan" has the meaning set forth in the Stockholders Agreement.

"Stockholders Agreement" means the Third Amended and Restated Stockholders Agreement, dated as of the date hereof, by and among Charter, A/N, Cox Enterprises and Cox, as such agreement may be amended from time to time in accordance with its terms.

"Subsidiary" means, with respect to any Person, any other Person of which (i) a majority of the outstanding share capital, voting securities or other equity interests are owned, directly or indirectly, by such first Person and/or any other Subsidiary of such first Person or (ii) such first Person and/or any other Subsidiary of such first Person is entitled, directly or indirectly, to appoint a majority of the board of directors or comparable body of such Person.

"Target Capital Account" means, for each Member, the amount that would be distributed to such Member if, on the last day of the Taxable Period, (a) the assets of the Company, including cash, were sold for cash equal to their respective Gross Asset Values, taking into account any adjustments thereto for such Taxable Period, (b) all Company liabilities were satisfied according to their terms (limited, with respect to any nonrecourse liability, to the Gross Asset Value of the property securing such nonrecourse liability), and (c) the Company were to distribute the remaining proceeds from the sale pursuant to Section 6.2(c)(ii) and (iii), minus the sum of (1) the Member's share of Company Minimum Gain and Member Minimum Gain, and (2) the amount, if any, that such Member is obligated (or deemed obligated) to contribute, in its capacity as a Member, to the Company; computed immediately prior to the hypothetical sale of assets.

"Tax Distribution" means the aggregate amount of any distribution made to any Member (or former Member) pursuant to Section 5.4(b)(i).

"Tax Distribution Conditions" means, with respect to any Tax Distribution or Tax Loan, that (i) the Company and its Subsidiaries, taken as a whole, have access to funds readily available to them therefor (for the avoidance of doubt, without having to incur any indebtedness, other than under the revolving credit facility under the Charter Credit Agreement), (ii) such Tax Distribution or Tax Loan would not materially impair the ability of Charter and its Subsidiaries, taken as a whole, to maintain sufficient funds for working capital, capital expenditures, debt service, and the establishment of reasonable reserves (as reasonably determined by Charter in good faith), (iii) such Tax Distribution or Tax Loan, and any intercompany loan or distribution reasonably necessary to facilitate such Tax Distribution or Tax Loan (as reasonably determined by Charter in good faith), would not be prohibited by any credit facility or other agreement governing indebtedness for which Charter or any of its Subsidiaries are liable (including as a guarantor) or that is secured by any of their assets, provided that, Charter or its applicable Subsidiaries shall have used commercially reasonable efforts to obtain terms under such credit facility or other agreement at the time such agreement was initially entered into (and thereafter at the time of any material written amendment, modification or waiver thereto) that would (A) permit the payment of all Tax Distributions and Tax Loans provided for under this Agreement and (B) if permitting all Tax Distributions and Tax Loans was not available, maximize the amount of Tax Distributions or Tax Loans provided for under this Agreement that would be permissible, (iv) such Tax Distribution or Tax Loan would not reasonably be expected to have a material adverse effect on the financial condition, operations, business or property of Charter or any of its Subsidiaries, any applicable law, rule or regulation, and (v) there shall not have been any change in Law that would cause the making of such Tax Distribution or Tax Loan to result in any materially adverse tax consequence for Charter and its Subsidiaries, taken as a whole (as reasonably determined by Charter in good faith).

"Tax Distribution Repurchased Units" has the meaning set forth in Section 3.2(b)(iv).

"Tax Loan" has the meaning set forth in Section 5.4(b)(ii)(B).

"Tax Loan Agreement" has the meaning set forth in Section 5.4(b)(ii)(C).

"Tax Loan Borrower" has the meaning set forth in Section 5.4(b)(ii)(B).

"Tax Loan Lender" has the meaning set forth in Section 5.4(b)(ii)(B).

"Tax Matters Member" has the meaning set forth in Section 7.4(c)(i).

"Tax Receivables Agreement" means the Amended and Restated Tax Receivables Agreement, dated as of the date hereof, by and among A/N, Cox, Charter and CCH II, as such agreement may be amended from time to time in accordance with its terms.

"Taxable Period" means (i) the period commencing on January 1, 2026 and ending on December 31, 2026, (ii) any Fiscal Year commencing after December 31, 2026, or (iii) any portion of the period described in the foregoing clause (i) or (ii) for which the Company is required to allocate Net Income, Net Losses and other items of Company income, gain, loss or deduction pursuant to Section 5.3.

"Term SOFR" has the meaning assigned to such term in the Charter Credit Agreement and, for the avoidance of doubt, shall include any successor or replacement rate determined in accordance with the terms thereof.

"Trading Day" means any Business Day on which the Class A Common Stock is traded, or able to be traded, on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading.

"Transaction Agreement" means the Transaction Agreement, dated as of May 16, 2025, by and among the Company, Charter, Cox Enterprises and the other parties thereto (as amended from time to time in accordance with its terms).

"Transfer" means, with respect to any Units, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Units or any participation or interest therein, whether directly or indirectly, or, when used in Section 6.5, enter into any binding agreement to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer of such Units or any participation or interest therein, or, when used in Section 6.5, any binding agreement to do any of the foregoing, including in each case through the Transfer of any interest in any Person holding such Units or any interest in such Person. Notwithstanding anything to the contrary in this Agreement, no Transfer of Class A Common Stock or any other interest in Charter shall be deemed to constitute a Transfer of Class A Common Units. For the avoidance of doubt, (a) an assignment or sale of participations by a financial institution party to an Equity Linked Financing or Stand Alone Margin Loan shall, whether or not consented to by Cox or A/N, constitute a Transfer permitted by Cox or A/N, as applicable, and (b) a pledge of any Common Units or Convertible Preferred Unit by an A/N Party or Cox Party to Charter or any of its Subsidiaries as Collateral for a Tax Loan Agreement or any redemption thereof in the exercise of remedies of the Tax Loan Lender pursuant to such Tax Loan Agreement will not be deemed a Transfer.

"Transfer Agent" means the bank, trust company or other Person that may be appointed from time to time by the Company to act as registrar and transfer agent for the Convertible Preferred Units.

"Trigger Event" has the meaning set forth in Section 3.3(c)(vii).

"Units" has the meaning set forth in Section 3.1(a).

"Unused Common Tax Distribution" has the meaning set forth in Section 5.4(b)(ii)(G).

"VWAP" means, for any specified period, with respect to any class of stock, a price per share equal to the volume-weighted average of the trading prices of such class of stock, as reported by Bloomberg L.P. (with respect to the Class A Common Stock, on the screen entitled "CHTR <EQUITY> AQR SEC" or its equivalent successor if such page is not available) for such period (without regard to pre-open or after hours trading outside of any regular trading session during such period).

"Waiver Limitation Conditions" means, with respect to any Tax Distribution or Tax Loan, that (i) the payment of such Tax Distribution or making of such Tax Loan would not reasonably be expected to cause Charter or any of its Subsidiaries to suffer a negative ratings action (i.e., change in outlook, ratings watch or change in rating) with respect to itself or any of its Indebtedness, as determined by Charter in its sole discretion (this clause (i), the "Rating Agency Condition"), and (ii) Charter shall not be in possession of any material non-public information or subject to any other limitation under law that would prevent it or its Subsidiaries from repurchasing Class A Common Stock in the open market at or immediately following the time of such proposed Tax Distribution or Tax Loan, as determined by Charter in its sole discretion.

SECTION 1.2 Terms Generally.

(a) Numbers. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined.

(b) Gender. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(c) Including. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(d) Exclusivity. The terms "either" and "or" are not exclusive.

(e) Extent. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(f) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(g) Dollars. Any reference in this Agreement to "dollars" or "$" shall mean the lawful currency of the United States of America.

(h) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references to "Sections" and "Articles" shall refer to Sections and Articles of this Agreement unless otherwise specified.

(i) Exhibits. The exhibits to this Agreement are hereby incorporated and made a part of this Agreement and are an integral part of this Agreement. All exhibits annexed hereto or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full in this Agreement. Any capitalized terms used in any exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(j) Negotiation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(k) Financial Institution. A reference to "financial institution" includes, but is not limited to, any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, reinsurance company, broker-dealer, investment bank, securities firm, mutual fund, hedge fund, private equity fund, private credit fund, pension fund, sovereign wealth fund, registered investment company, swap dealer, major swap participant, security-based swap dealer, major security-based swap participant, government-sponsored enterprise, finance company, financial holding company, bank holding company, any other entity primarily engaged in the business of banking, lending, investing, underwriting, brokerage, asset management, custody, payment processing, money transmission, financial advisory, financial data services, factoring, leasing or insurance, any Government Entity or instrumentality thereof acting in a financial or monetary capacity, or any other Person that is organized, chartered, licensed, registered or regulated as a financial institution under the Laws of any jurisdiction, in each case, whether domestic or foreign.

ARTICLE II – GENERAL PROVISIONS

SECTION 2.1 Formation. The Company was organized as a Delaware limited liability company by the execution and filing of a Certificate of Formation on the Filing Date with the Secretary of State of the State of Delaware (as amended from time to time, the "Certificate"), under and pursuant to the Act by an "authorized person" within the meaning of the Act, which filing is hereby authorized, approved, ratified and confirmed in all respects. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

SECTION 2.2 Name. The name of the Company is "Charter Communications Holdings, LLC," and all Company business shall be conducted in that name or in such other names that comply with applicable Law as the Manager may select from time to time.

SECTION 2.3 Term. The term of the Company commenced on the Filing Date and shall continue in existence perpetually until termination or dissolution in accordance with the provisions of Section 6.2.

SECTION 2.4 Purpose; Powers.

(a) General Powers. The nature of the business or purposes to be conducted or promoted by the Company is to engage in any act or activity which may be lawfully conducted by a limited liability company under the Act. The Company may engage in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing, subject to the foregoing. Notwithstanding anything in this Agreement to the contrary, nothing set forth in this Agreement shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by Law to a limited liability company organized under the Laws of the State of Delaware.

(b) Company Action. Subject to the provisions of this Agreement, except as prohibited by applicable Law, (i) the Company may, with the approval of the Manager, enter into and perform any and all documents, agreements and instruments contemplated by such approval, all without any further act, vote or approval of any other Member and (ii) the Manager may authorize any Person (including any other Member or Officer) to enter into and perform any document on behalf of the Company.

SECTION 2.5 Registered Office; Registered Agent; Principal Office; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Manager may designate from time to time in the manner provided by Law. The principal office of the Company shall be at such place as the Manager may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records at such place. The Company may have such other offices as the Manager may designate from time to time.

SECTION 2.6 No State-Law Partnership. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member or Officer shall be a partner or joint venturer of any other Member or Officer by virtue of this Agreement, for any purposes other than as set forth in the following sentence, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal, state or local income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE III – UNITS

SECTION 3.1 Authorized Units; Certificates; Article 8 Opt-in.

(a) Authorized Units. The only interests in the Company shall be units ("Units"). The total number of Units that the Company shall have authority to issue shall be determined by the Manager. The Units shall be initially designated as (a) Class A Common Units having the rights, preferences, privileges and restrictions set forth in this Agreement (each, a "Class A Common Unit," and collectively, the "Class A Common Units"), (b) Class B Common Units having the rights, preferences, privileges and restrictions set forth in this Agreement (each, a "Class B Common Unit," and collectively, the "Class B Common Units"), (c) Class C Common Units having the rights, preferences, privileges and restrictions set forth in this Agreement (each, a "Class C Common Unit," and collectively, the "Class C Common Units"), (d) Series A Preferred Units having the rights, preferences, privileges and restrictions set forth in this Agreement (each, a "Series A Preferred Unit," and collectively, the "Series A Preferred Units"), and (e) Convertible Preferred Units having the rights, preferences, privileges and restrictions (which, subject to Section 4.2(b) and without prejudice to Cox Enterprises' rights under the Stockholders Agreement, may be junior to, equivalent to or senior to any existing or future class or series of Units) set forth in this Agreement (each, a "Convertible Preferred Unit," and collectively, the "Convertible Preferred Units"). In addition to the foregoing, but subject to the third sentence of Section 4.2(b) of this Agreement and, subject to Section 4.8, Section 2.3(a) of the Exchange Agreement and without prejudice to A/N's and Cox Enterprises' rights under the Stockholders Agreement, the Manager is hereby expressly authorized to take any action to create any class of Units that was not previously outstanding, designated or authorized, each having such relative rights, preferences, privileges, restrictions, and interests in profits, losses, allocations and distributions of the Company, including Units to be issued to directors and/or employees of Charter, the Company or their respective Subsidiaries for compensation purposes, as may be determined by the Manager with no further action required by the Members. This Agreement shall be amended by the Manager in order to document such new classes of Units and their rights, preferences, privileges and restrictions and interests in profits, losses, allocations and distributions of the Company, in each case, with no further action required by the Members. Class B Common Units and Class C Common Units automatically shall be convertible only into Class A Common Units on a one-for-one basis as specified in Section 3.2. The Company may only issue Class A Common Units and Series A Preferred Units to members of the Charter Group. The initial holdings of Units shall be as set forth on Schedule I.

(b) Convertible Preferred Unit Certificates.

(i) At the request of a Convertible Preferred Unitholder, the Company shall issue or cause to be issued to such Convertible Preferred Unitholder one or more duly executed Convertible Preferred Unit Certificates duly countersigned by and registered on the books of the Company, in the form attached hereto as Exhibit B in the name of and in such denominations requested by the requesting Convertible Preferred Unitholder evidencing the Convertible Preferred Units held by such Convertible Preferred Unitholder.

(ii) If any mutilated original Convertible Preferred Unit Certificate is surrendered to the Transfer Agent, the appropriate Officers on behalf of the Company shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Convertible Preferred Unit Certificate evidencing the same number of such Convertible Preferred Units so surrendered. In addition, the Transfer Agent and the appropriate Officers on behalf of the Company shall execute and the Transfer Agent shall countersign and deliver, a new Convertible Preferred Unit Certificate in place of any Convertible Preferred Unit Certificate previously issued if the record holder of the Units evidenced by the Convertible Preferred Unit Certificate (i) provides proof by affidavit, in form and substance satisfactory to the Company and the Transfer Agent (if any), that a previously issued Convertible Preferred Unit Certificate has been lost, destroyed or stolen; (ii) requests the issuance of a new Convertible Preferred Unit Certificate before the Company has notice that the Convertible Preferred Unit Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim; (iii) if requested by the Company or the Transfer Agent (if any), delivers to the Company a bond, in form and substance satisfactory to the Company and the Transfer Agent (if any) with surety or sureties and with fixed or open penalty as the Company may direct to indemnify the Company and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of Convertible Preferred Unit Certificate; and (iv) satisfies any other reasonable requirements imposed by the Company or the Transfer Agent (if any). If a transfer of Convertible Preferred Units evidenced by a lost, stolen or destroyed Convertible Preferred Unit Certificate is registered before the Transfer Agent receives notification in writing from the record holder of such loss, destruction or theft, the record holder shall be precluded from making any claim against the Company or the Transfer Agent for such transfer or for a new Convertible Preferred Unit Certificate.

(c) Article 8 Opt-in; Certificates.

(i) Each Unit shall constitute a "security" within the meaning of, and be governed by, (A) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (B) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction (an "Other Jurisdiction") that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995 and the Company hereby "opts-in" to such provisions for the purpose of the Uniform Commercial Code.

(ii) The Company shall maintain books for the purposes of registering the transfer of Units.

(iii) Each Unit will be uncertificated and the delivery thereof shall be made by book entry; provided that at a Convertible Preferred Unitholder's option, its Convertible Preferred Units shall be as set forth in Section 3.1(b) of this Agreement.

(iv) To the extent any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the Uniform Commercial Code as in effect in the State of Delaware or any Other Jurisdiction, the provisions of Article 8 of the Uniform Commercial Code as in effect in the State of Delaware or such Other Jurisdiction, as applicable, shall control.

SECTION 3.2 Capital Structure of the Company and Charter.

(a) Issuance of Class A Common Units. If upon the issuance by Charter of any shares of Class A Common Stock, Charter and one or both of A/N and/or Cox agree that Charter shall transfer the net proceeds of such issuance directly to A/N, Cox or both (as applicable) in exchange for a number of Class B Common Units and/or Class C Common Units (as applicable) equal in the aggregate to the number of shares of Class A Common Stock to which such net proceeds relate, as provided in Section 2.3(b) of the Exchange Agreement, the Class B Common Units and/or Class C Common Units (as applicable) so acquired by Charter automatically shall be converted, without any action on the part of any Person, including the holder thereof, into an equal number of Class A Common Units, and the Class B Common Units and/or Class C Common Units (as applicable) so exchanged shall thereby cease to exist. If Charter and each of A/N and Cox have agreed for A/N and Cox to receive the net proceeds of such issuance directly, Charter shall transfer such net proceeds to A/N and Cox *pro rata* in accordance with their respective Percentage Interests at the time of such issuance, unless otherwise agreed between Charter, A/N and Cox. In such event, subject to Section 4.8, Charter and the Company shall take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and the Company.

(b) Redemption of Common Units. Notwithstanding anything to the contrary herein or in the Exchange Agreement:

(i) Subject to Section 4.8, the Manager, in its sole discretion, may (A) cause the Company to distribute to any member of the Charter Group all of the stock of any wholly owned Subsidiary of the Company, in redemption of Class A Common Units held by the Charter Member, provided that, as soon as reasonably practicable following such transfer, a member of the Charter Group shall contribute all of the assets and liabilities of such Subsidiary to the Company in consideration of the issuance of an equal number of Class A Common Units to such contributing member of the Charter Group; or (B) cause the Company to distribute to any member of the Charter Group an amount of cash in redemption of Class A Common Units held by the Charter Member in order to finance acquisitions by the Charter Group, provided that, as soon as reasonably practicable following such distribution (but subject to Section 4.8), a member of the Charter Group shall contribute the acquired assets and related liabilities (or, alternatively, the assets and related liabilities of an acquired entity) to the Company in consideration of the issuance of an equal number of Class A Common Units to such contributing member of the Charter Group. Subject to Section 4.8, Charter and the Company shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and the Company.

(ii) Subject to Section 3.2(b)(iii) and Section 4.8(a), in connection with any repurchase, redemption or other acquisition of shares of Class A Common Stock by any member of the Charter Group, the Manager shall cause the Company to make a distribution to the Charter Member in redemption of a number of Class A Common Units held by such member of the Charter Group equal to the number of shares of Class A Common Stock to be repurchased, redeemed or otherwise acquired and at the price per Class A Common Unit equal to the price that will be or is required to be paid per share of Class A Common Stock in such repurchase, redemption or other acquisition; provided that, immediately following repurchase, redemption or other acquisition, neither A/N's nor Cox Enterprises' respective Equity Interest shall exceed the applicable Cap. In such event, subject to Section 4.8, Charter and the Company shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and the Company.

(iii) To the extent A/N's or Cox Enterprises' respective Equity Interest would equal or exceed the applicable Cap (as applicable, the "Exceeding Member") as a result of any repurchase of shares of Class A Common Stock by any member of the Charter Group, then in lieu of such repurchase, the Manager shall cause the Company to make a distribution to the Charter Member and a distribution to the Exceeding Member(s), *pro rata* according to the number of Common Units held by the Charter Member and the number of Common Units held by such Exceeding Member(s) (including any Common Units into which Convertible Preferred Units held by Cox are convertible), respectively, compared to the aggregate number of Common Units outstanding (including any Common Units into which Convertible Preferred Units are convertible), in the case of each of the Charter Member and Exceeding Member(s) in redemption of a number of Common Units held by such Person (or Convertible Preferred Units convertible into a number of Common Units) such that the number of Class A Common Units so redeemed from the Charter Member is equal to the number of shares of Class A Common Stock to be repurchased and at the price per Class A Common Unit equal to the price that will be or is required to be paid per share of Class A Common Stock in such repurchase(s); provided that if the repurchase of Common Units pursuant to this Section 3.2(b)(iii) would cause A/N's or Cox Enterprises' respective Equity Interest to equal or exceed the applicable Cap such Member shall participate in the repurchase pursuant to this Section 3.2(b)(iii) as an Exceeding Member subject to the Board of Directors adopting resolutions exempting under Rule 16b-3 any such sale by A/N or Cox Enterprises (as applicable) to Charter or the Company (as applicable) required by this Section 3.2(b)(iii). In the event that A/N or Cox participates in such distribution and redemption in accordance with this Section 3.2(b)(iii), such Member shall be entitled to elect to surrender its *pro rata* amount for redemption in the form of Class B Common Units, Class C Common Units, Convertible Preferred Units, Class A Common Stock (including Class A Common Stock issuable in connection with an Exchange) or any combination thereof, as applicable, that it determines in its sole discretion. For the avoidance of doubt, to the extent that A/N or Cox has elected to surrender a number of shares of Class A Common Stock for redemption, such shares of Class A Common Stock shall be redeemed by Charter for cash, and the Company shall redeem the corresponding Class A Common Units from the Charter Member such that the number of Class A Common Units redeemed from the Charter Member is equal to the number of shares of Class A Common Stock to be redeemed from A/N or Cox, as applicable. Any Convertible Preferred Units so surrendered by Cox shall be converted into Class C Common Units immediately prior to the redemption at the applicable Per Unit Amount. In the event of any redemption of Convertible Preferred Units or Class A Common Stock, subject to Section 4.8, Charter and the Company shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and the Company. Each of the Charter Group, A/N and Cox agree to treat and report, for U.S. federal income and applicable state tax purposes, any redemption of Common Units pursuant to this Section 3.2(b)(iii) as a distribution from the Company to the relevant Member pursuant to Section 731 of the Code.

(iv) Notwithstanding and without limiting the foregoing and subject to Section 5.4(b)(ii)(F) and Section 5.4(b)(ii)(G), the A/N Repurchase Letter Agreement, and the Cox Repurchase Letter Agreement, Charter may (and, with respect to a Minimum Tax Pool Redemption pursuant to Section 5.4(b)(ii), shall use its commercially reasonable efforts in respect of the corresponding Excess Tax Distribution Amount to) repurchase shares of Class A Common Stock using the Excess Tax Distribution Amount, in which case the corresponding Common Tax Distributions made to each Member shall be in redemption of Common Units, *pro rata* according to the number of Common Units held by each Member, such that (A) the number of Class A Common Units redeemed from the Charter Member is equal to the number of shares of Class A Common Stock to be repurchased (the "ETD Repurchase Shares"), and at the price per Class A Common Unit equal to the price that is actually paid per share of Class A Common Stock in such repurchase(s) and (B) the number of Common Units to be repurchased from each Member other than the Charter Member shall be determined using the volume-weighted average price at which the corresponding ETD Repurchase Shares were actually repurchased (the "ETD Repurchase Price"). For the avoidance of doubt, (A) no Common Units shall be repurchased from A/N or Cox until the corresponding number of shares of Class A Common Stock have been repurchased by Charter, (B) if any Common Units have been repurchased from A/N or Cox and Charter does not repurchase the corresponding number of shares of Class A Common Stock, the Common Units so repurchased shall be reinstated as if there had been no repurchase, with no liability to A/N or Cox and (C) if Charter receives an Excess Tax Distribution Amount, A/N and Cox shall receive their full Common Tax Distribution regardless of whether Charter repurchases the full amount of ETD Repurchase Shares or corresponding Common Units and, upon a Repurchase Suspension, such Common Tax Distribution shall be treated as described in Section 5.4(b)(ii)(G). In the event of a repurchase pursuant to this Section 3.2(b)(iv) and subject to Section 4.8, Charter and the Company shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and the Company. Each of the Charter Group, A/N and Cox agree to treat and report for U.S. federal income and applicable state tax purposes any redemption of Common Units pursuant to this Section 3.2(b)(iv) as a distribution from the Company to the relevant Member pursuant to Section 731 of the Code unless such amount is treated as a Tax Loan during the same taxable year pursuant to Section 5.4(b)(ii)(F). Each of the Charter Group, A/N and Cox acknowledge and agree that the redemptions by Charter of Common Units from A/N and Cox pursuant to this Section 3.2(b)(iv) shall be in lieu of, and not in addition to, repurchases or redemptions pursuant to the A/N Repurchase Letter Agreement and the Cox Repurchase Letter Agreement, respectively; therefore, to the extent Charter redeems Common Units from A/N or Cox pursuant to this Section 3.2(b)(iv) in any Repurchase Period (as defined in the A/N Repurchase Letter Agreement and the Cox Repurchase Letter Agreement, as applicable), the number of Common Units so redeemed from A/N or Cox, as applicable (the "Tax Distribution Repurchased Units") shall be deducted from the number of Potential Repurchase Shares (as defined in the A/N Repurchase Letter Agreement and the Cox Repurchase Letter Agreement, respectively) of A/N or Cox, as applicable, in respect of such Repurchase Period (but shall not cause the number of such Potential Repurchase Shares to be less than zero; provided that any excess Tax Distribution Repurchased Units that would have reduced the number of Potential Repurchase Shares of A/N or Cox, as applicable, to less than zero shall instead reduce the number of Potential Repurchase Shares of A/N or Cox, as applicable, in the succeeding Repurchase Period). Subject to Section 5.4(b)(ii)(G), if a Repurchase Period ends without Charter having completed the repurchase of all ETD Repurchase Shares in respect of the Excess Tax Distribution Amount distributed to the Charter Member, Charter shall utilize any remaining Excess Tax Distribution Amount to repurchase ETD Repurchase Shares in a succeeding Repurchase Period and the number of Tax Distribution Repurchased Units to be repurchased during such succeeding Repurchase Period shall be determined using the ETD Repurchase Price.

(v) Notice of every redemption pursuant to Section 3.2(b) (other than Section 3.2(b)(i)) shall be given in writing in accordance with Section 8.6 and addressed to the holders of record of the Units to be redeemed at their respective last addresses appearing on the books of the Company. Any such notice given in accordance with Section 8.6 shall be conclusively presumed to have been duly given, whether or not the holder receives such notice. Each notice of redemption given to a holder shall state: (i) the redemption date; (ii) the amount of the Class B Common Units or Class C Common Units, as applicable, to be redeemed and (iii) the redemption price.

(c) Redemption of Series A Preferred Units. Subject to Section 4.8(a), in connection with any repurchase, redemption or other acquisition of shares of Series A Preferred Stock by any member of the Charter Group, the Manager shall cause the Company to make a distribution to the Charter Member in redemption of a number of Series A Preferred Units held by such member of the Charter Group equal to the number of shares of Series A Preferred Stock to be repurchased, redeemed or otherwise acquired and at the price per Series A Preferred Unit equal to the price that will be or is required to be paid per share of Series A Preferred Stock in such repurchase, redemption or other acquisition. In such event, subject to Section 4.8, Charter and the Company shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and the Company.

(d) Guiding Principles.

(i) In furtherance and not in limitation of the foregoing, but without prejudice to A/N's and Cox Enterprises' rights under the Stockholders Agreement, it is the intent of the parties hereto that the Company shall be a dynamic institution, and, subject to Section 3.3(c)(xiv) and 4.2(b) of this Agreement and Section 2.2(b) of the Exchange Agreement, nothing herein shall prevent the Company from participating in the capital markets at such times and upon such terms as the Manager shall reasonably determine.

(ii) Subject to Section 4.8, it is the intent of the parties hereto that Charter and the Company shall maintain a 1:1 Up-C structure (except with respect to Class B Common Units, Class C Common Units and Convertible Preferred Units), as set forth in Section 2.3(a) of the Exchange Agreement.

SECTION 3.3 Optional Conversion of Convertible Preferred Units.

(a) Conversion Mechanics. Subject to any restrictions on the acquisition of Common Units or shares of Class A Common Stock set forth in the Specified Documents and subject to the Exchange Agreement, the right of conversion attaching to any Convertible Preferred Units may be exercised at any time, from time to time, at the option of the holders thereof by delivering to the office of the General Counsel of the Company a duly signed and completed notice of conversion (a "Conversion Notice") substantially in the form attached hereto as Exhibit D, together with the Convertible Preferred Unit Certificates (if any such Convertible Preferred Unit Certificates have been issued) representing the Convertible Preferred Units to be converted. The Person entitled to receive the Class C Common Units or shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Class C Common Units or shares of Class A Common Stock, as applicable, as of the Conversion Date and such Person or Persons shall cease to be a record holder of the Convertible Preferred Units so converted on such date. As promptly as practicable on or after the Conversion Date (and in any event no later than three (3) Business Days thereafter), the Company shall issue the number of Class C Common Units or Charter shall issue the number of shares of Class A Common Stock, as applicable, issuable upon conversion, with any fractional shares (after aggregating all Convertible Preferred Units being converted on such date) rounded down to the nearest whole number, or the Company or Charter shall deliver or cause to be delivered such other consideration as the converting Convertible Preferred Unitholder is entitled to hereunder. The delivery of Class C Common Units upon such conversion shall be delivered in such form as set forth in Section 3.1(c)(iii). The delivery of Class A Common Stock upon such conversion shall be made by book entry or, at the option of the Company or Charter and subject to the consent of A/N and Cox (in each case, not to be unreasonably withheld), in certificated form. Any such certificate or certificates shall be delivered by the Company or Charter, as applicable, to the appropriate holder on a book-entry basis or by mailing certificates evidencing the shares to the holders at their respective addresses as set forth in the Conversion Notice (or, with respect to a deemed Conversion Notice pursuant to Section 3.4(a), to the last address for such holder appearing on the books of the Company). Upon each conversion of Convertible Preferred Units held by a Person other than Cox, as of the effective date of such conversion, the Company shall issue to the Charter Member that number of Class A Common Units equal to the number of shares of Class A Common Stock to be issued to such Person in such conversion and, in such event, subject to Section 4.8, Charter and the Company shall take such other steps as may be necessary to preserve the 1:1 Up-C structure as set forth in Section 2.3(a) of the Exchange Agreement. In the event that the Class A Common Stock or Class C Common Units issuable upon a conversion of Convertible Preferred Units are not delivered or the other consideration payable upon a conversion of Convertible Preferred Units is not paid to (or as directed by) the converting Convertible Preferred Unitholder within three (3) Business Days of the Conversion Date as provided herein, in addition to any other remedies provided herein or available at law or in equity, the converting Convertible Preferred Unitholder shall be entitled to receive the Convertible Preferred Yield as if such holder still held the Convertible Preferred Units surrendered for conversion and shall have the right to rescind such Conversion Notice until the date that the shares of Class A Common Stock and Class C Common Units are delivered and other consideration payable upon a conversion of Convertible Preferred Units is paid in the manner set forth herein.

(b) Number of Class C Common Units or Shares of Class A Common Stock. In connection with any conversion pursuant to Section 3.3(a), Section 3.4(a) or Section 3.5, each Convertible Preferred Unit held by Cox or any Cox Party shall be convertible into that number of Class C Common Units, and each Convertible Preferred Unit held by a Person other than Cox or any Cox Party (including in connection with a foreclosure sale to which Section 3.5 applies) shall be convertible into that number of shares of Class A Common Stock (as applicable, the "Per Unit Amount") equal to the product of (i) the Conversion Rate in effect at such time, *multiplied by* (ii) the quotient of (A) the sum of (I) the Liquidation Preference *plus* (II) an amount per share equal to the Preferred Accrued Distribution Amount on such Convertible Preferred Unit up to but excluding the Conversion Date *divided by* (B) the Liquidation Preference.

(c) Adjustments to Conversion Rate.

(i) If Charter shall, at any time or from time to time while any of the Convertible Preferred Units are outstanding, issue shares of Class A Common Stock as a dividend or distribution on shares of the Class A Common Stock, or if Charter effects a share split or share combination in respect of the Class A Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where:

CR_0 = the Conversion Rate in effect immediately prior to the Close of Business on the Record Date for such dividend or distribution, or immediately prior to the effectiveness of such share split or combination, as applicable;

CR_1 = the new Conversion Rate in effect immediately after the Close of Business on the Record Date for such dividend or distribution, or immediately after the effectiveness of such share split or combination, as applicable;

OS_0 = the number of shares of Class A Common Stock outstanding at the Close of Business on the Record Date for such dividend or distribution, or at the effectiveness of such share split or share combination, as applicable, without giving effect to such dividend, distribution, share split or combination; and

OS_1 = the number of shares of Class A Common Stock outstanding at the Close of Business on the Record Date for such dividend or distribution, or at the effectiveness of such share split or share combination, as applicable, after giving effect to such dividend, distribution, share split or combination.

Any adjustment made under this Section 3.3(c)(i) shall become effective immediately after the Close of Business on the Record Date for such dividend or distribution, or immediately after the effectiveness of such share split or share combination, as applicable. If any adjustment is made under this Section 3.3(c)(i) due to a dividend or distribution that is declared but not so paid or made, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(ii) If Charter shall, at any time or from time to time while any of the Convertible Preferred Units are outstanding, distribute to all or substantially all holders of the outstanding shares of Class A Common Stock any options, rights or warrants entitling them for a period of not more than sixty (60) calendar days from the Record Date of such distribution to subscribe for or purchase shares of Class A Common Stock at a price per share less than the VWAP for the Class A Common Stock for the ten (10) consecutive Trading Days ending on and including the date immediately preceding the Record Date of such distribution, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where:

CR_0 = the Conversion Rate in effect immediately prior to the Close of Business on the Record Date for such distribution;

CR_1 = the new Conversion Rate in effect immediately after the Close of Business on the Record Date for such distribution;

OS_0 = the number of shares of Class A Common Stock outstanding immediately prior to the Close of Business on the Record Date for such distribution;

X = the total number of shares of Class A Common Stock issuable pursuant to such options, rights or warrants; and

Y = the number of shares of Class A Common Stock equal to the quotient of (a) the aggregate price payable to exercise such options, rights or warrants divided by (b) the VWAP for the Class A Common Stock for the ten (10) consecutive Trading Days ending on and including the Trading Day preceding the Record Date of such distribution.

Any increase made under this Section 3.3(c)(ii) shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the Close of Business on the Record Date for such distribution. To the extent that shares of Class A Common Stock are not delivered pursuant to any such options, rights or warrants prior to the expiration or termination of such options, rights or warrants, the Conversion Rate shall be readjusted to the Conversion Rate which would then be in effect had the adjustments made upon the distribution of such options, rights or warrants been made on the basis of the delivery of only the number of shares of Class A Common Stock actually delivered. In determining the aggregate price payable to exercise such options, rights or warrants, there shall be taken into account any amount payable on exercise thereof, with the value of such consideration, if other than cash, to be determined by the Board of Directors in good faith.

(iii) If Charter, at any time or from time to time while any of the Convertible Preferred Units are outstanding, shall pay or make a dividend or other distribution on the Class A Common Stock consisting of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company that are, or when issued will be, listed or admitted for trading on a U.S. national securities exchange (a "Spin-Off"), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV + SP_1}{SP_1}$$

where:

CR_0 = the Conversion Rate in effect immediately prior to the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day following the effective date of the Spin-Off;

CR_1 = the new Conversion Rate in effect immediately after the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day following the effective date of the Spin-Off;

FMV = the VWAP of the Capital Stock or similar equity interest distributed to holders of Class A Common Stock for the ten (10) consecutive Trading Days commencing on and including the Trading Day following the effective date of the Spin-Off, multiplied by the number of shares of such Capital Stock or similar equity interest applicable to one such share of Class A Common Stock; and

SP_1 = the VWAP of the Class A Common Stock for the ten (10) consecutive Trading Days commencing on and including the Trading Day following the effective date of the Spin-Off.

The adjustment to the Conversion Rate under the preceding paragraph shall occur on the 10th Trading Day immediately following, and including, the Trading Day following the effective date of the Spin-Off; provided that, in respect of any conversion of Convertible Preferred Units between the effective date of the Spin-Off and the date of adjustment, references in this Section 3.3(c)(iii) to ten (10) consecutive Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Trading Day following the effective date of the Spin-Off to, and including, the relevant Conversion Date.

(iv) If Charter, at any time or from time to time while any of the Convertible Preferred Units are outstanding, shall distribute to all or substantially all holders of Class A Common Stock any dividends payable exclusively in cash (other than dividends distributed in connection with any Common Tax Distributions), the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where:

CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the Record Date for such distribution;
CR_1	=	the new Conversion Rate in effect immediately after the Close of Business on the Record Date for such distribution;
SP_0	=	the VWAP of the Class A Common Stock for the ten (10) consecutive Trading Days ending on and including the Trading Day immediately preceding the Record Date for such distribution; and
C	=	the amount in cash per share of Class A Common Stock that Charter distributes to holders of the Class A Common Stock.

Any adjustment made under this Section 3.3(c)(iv) shall become effective immediately after the Close of Business on the Record Date for such dividend or distribution. If any dividend or distribution of the type described in this Section 3.3(c)(iv) is declared but not so paid or made, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. Notwithstanding the foregoing, if C as set forth above is equal to or greater than SP_0 as set forth above, then in lieu of the foregoing adjustment, the Company shall distribute to each holder of Convertible Preferred Units, in respect of each Convertible Preferred Unit held by such holder, on the date cash is distributed to holders of Class A Common Stock, but without requiring such holder to convert its Convertible Preferred Units, the amount of cash such holder would have received had such holder owned a number of shares of Class A Common Stock equal to the Per Unit Amount on the Record Date fixed for determination for stockholders entitled to receive such cash distribution.

(v) If Charter, at any time or from time to time while any of the Convertible Preferred Units are outstanding, shall distribute to all or substantially all holders of the Class A Common Stock shares of any class of Capital Stock of Charter, evidences of its indebtedness, assets, property or rights or warrants to acquire Capital Stock or other securities, but excluding (A) dividends or distributions as to which an adjustment under Section 3.3(c)(i) or Section 3.3(c)(ii) shall apply, (B) dividends or distributions paid exclusively in cash (as to which the provisions set forth in Section 3.3(c)(iv) shall apply), (C) Spin-Offs (as to which the provisions set forth in Section 3.3(c)(iii) shall apply) and (D) dividends distributed in connection with any Common Tax Distributions (any of such shares of Capital Stock, indebtedness, assets, property or rights or warrants to acquire Capital Stock or other securities, hereinafter in this Section 3.3(c)(v) called the "Distributed Property"), then, in each such case the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where:

CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the Record Date for such distribution;
CR_1	=	the new Conversion Rate in effect immediately after the Close of Business on the Record Date for such distribution;
SP_0	=	the VWAP of the Class A Common Stock for the ten (10) consecutive Trading Days ending on and including the date preceding the Record Date for such distribution; and
FMV	=	(I) for cash dividends or distributions, the amount of cash distributed and (II) for other Distributed Property, the fair market value (as determined by the Board of Directors in good faith) of the portion of Distributed Property, in each case, with respect to each outstanding share of Class A Common Stock on the Record Date for such distribution.

Any increase made under this Section 3.3(c)(v) shall become effective immediately after the close of business on the Record Date for such distribution. If such distribution is not so paid or made, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect if such distribution had not been declared. Notwithstanding the foregoing, if FMV as set forth above is equal to or greater than SP_0 as set forth above (a "Liquidating Distribution"), then in lieu of the foregoing adjustment, the Company shall distribute to each holder of Convertible Preferred Units, in respect of each Convertible Preferred Unit held by such holder, on the date such Distributed Property is distributed to holders of Class A Common Stock, but without requiring such holder to convert its Convertible Preferred Units, the amount of Distributed Property such holder would have received had such holder owned a number of shares of Class A Common Stock equal to the Per Unit Amount on the Record Date fixed for determination for stockholders entitled to receive such Liquidating Distribution. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 3.3(c)(v) by reference to the actual or when issued trading market for any securities, it shall in doing so consider the prices in such market over the same period used in calculating SP_0 in the formula in this Section 3.3(c)(v).

Any dividend or distribution to which this Section 3.3(c)(v) is applicable that also includes shares of Class A Common Stock, or options, rights or warrants to subscribe for or purchase shares of Class A Common Stock to which Section 3.3(c)(i) or Section 3.3(c)(ii) applies (or both) shall be deemed instead to be (A) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Class A Common Stock or options, rights or warrants to which Section 3.3(c)(i) or Section 3.3(c)(ii) applies (and any Conversion Rate adjustment required by this Section 3.3(c)(v) with respect to such dividend or distribution shall then be made) immediately followed by (B) a dividend or distribution of such shares of Class A Common Stock or such options, rights or warrants to which Section 3.3(c)(i) or Section 3.3(c)(ii) applies (and any further Conversion Rate adjustment required by Section 3.3(c)(i) or Section 3.3(c)(ii) with respect to such dividend or distribution shall then be made), except (I) the Close of Business on the Record Date for the distribution under this Section 3.3(c)(v) shall be substituted for "the Close of Business on the Record Date for such dividend or distribution, or immediately prior to the effectiveness of such share split or share combination," "the Close of Business on the Record Date for such dividend or distribution, or immediately after the effectiveness of such share split or share combination" and "the Close of Business on the Record Date for such distribution" within the meaning of Section 3.3(c)(i) and Section 3.3(c)(ii) hereof, respectively, and (II) any shares of Class A Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to the Close of Business on the Record Date for such dividend or distribution, or immediately prior to the effectiveness of such share split or combination" within the meaning of Section 3.3(c)(i) or "outstanding immediately prior to the Close of Business on the Record Date for such distribution" within the meaning of Section 3.3(c)(ii).

(vi) If Charter or any of its Subsidiaries, at any time or from time to time while any of the Convertible Preferred Units are outstanding, shall make a payment to holders of Class A Common Stock in respect of a tender or exchange offer by Charter for shares of Class A Common Stock, to the extent that the cash and value (as determined by the Board of Directors in good faith) of any other consideration included in the payment per share of Class A Common Stock exceeds the VWAP of the Class A Common Stock for the ten (10) consecutive Trading Days commencing on the Trading Day immediately following the last date on which tenders or exchanges could be validly made pursuant to such tender or exchange offer (such last date, the "Expiration Date"), the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where:

CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the last Trading Day of the ten (10) consecutive Trading Day period commencing on, and including, the Trading Day immediately following the Expiration Date;
CR_1	=	the new Conversion Rate in effect immediately after the Close of Business on the last Trading Day of the ten (10) consecutive Trading Day period commencing on, and including, the Trading Day immediately following the Expiration Date;
FMV	=	the fair market value (as determined by the Board of Directors in good faith) of the aggregate consideration paid or payable in such tender or exchange offer (up to any maximum amount specified in the terms of the tender or exchange offer) for all shares of Class A Common Stock that Charter purchases in such tender or exchange offer, such fair market value to be measured as of the expiration time of the tender or exchange offer ("Expiration Time");
OS_0	=	the number of shares of Class A Common Stock outstanding immediately prior to the Expiration Time;

OS_1 = the number of shares of Class A Common Stock outstanding immediately after the Expiration Time (after giving effect to such tender offer or exchange offer); and

SP_1 = the VWAP of the Class A Common Stock for the ten (10) consecutive Trading Days commencing on and including the Trading Day immediately following the Expiration Date.

The adjustment to the Conversion Rate under this Section 3.3(c)(vi) shall occur at the Close of Business on the last Trading Day of the ten (10) consecutive Trading Day period commencing on, and including, the Trading Day immediately following the Expiration Date; provided that, for purposes of determining the Conversion Rate, in respect of any conversion during the ten (10) Trading Days immediately following, but excluding, the Expiration Date, references in this Section 3.3(c)(vi) to ten (10) consecutive Trading Days shall be deemed to be replaced with such lesser number of consecutive Trading Days as have elapsed between the date from and immediately following the Expiration Date and the relevant Conversion Date. Except as set forth in the following sentence, no adjustment to the Conversion Rate under this Section 3.3(c)(vi) shall be made if such adjustment would decrease the Conversion Rate. If the Company or one of its Subsidiaries is obligated to purchase the Class A Common Stock pursuant to any such tender or exchange offer but the Company or such Subsidiary is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the Conversion Rate shall be immediately readjusted to the Conversion Rate that would be in effect if such tender or exchange offer had not been made.

(vii) If Charter shall, at any time or from time to time while any of the Convertible Preferred Units are outstanding, distribute options, rights or warrants to all or substantially all holders of Class A Common Stock entitling the holders thereof to subscribe for, purchase or convert into shares of Capital Stock (either initially or under certain circumstances), only upon or after the occurrence of a specified event or events ("Trigger Event") and (i) such options, rights or warrants are deemed to be transferred with such Class A Common Stock, (ii) are not exercisable and (iii) are also issued in respect of future issuances of Class A Common Stock, then such options, rights or warrants shall be deemed not to have been distributed for purposes of Section 3.3(c)(i), Section 3.3(c)(ii), Section 3.3(c)(iii) or Section 3.3(c)(v) (and no adjustment to the Conversion Rate under Section 3.3(c)(i), Section 3.3(c)(ii), Section 3.3(c)(iii) or Section 3.3(c)(v) shall be required) until the occurrence of the earliest Trigger Event and a distribution or deemed distribution under the terms of such options, rights or warrants at which time an appropriate adjustment (if any is required) to the Conversion Rate shall be made in the same manner as provided for under Section 3.3(c)(i), Section 3.3(c)(ii), Section 3.3(c)(iii) or Section 3.3(c)(v), as applicable; provided that, notwithstanding anything herein to the contrary, no adjustment to the Conversion Rate shall be made with respect to a Trigger Event that relates to the separation of rights pursuant to a rights plan of Charter if Cox or any of its Affiliates (including any of its or their lenders to which any Units have been pledged) is an "acquiring person" or similar person for which such rights would not be exercisable pursuant to such rights plan. If any such options, rights or warrants, including any existing rights, options or warrants distributed prior to the date of this Agreement, are subject to events, upon the occurrence of which such options, rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date with respect to new options, rights or warrants for purposes of Section 3.3(c)(i), Section 3.3(c)(ii), Section 3.3(c)(iii) or Section 3.3(c)(v), as applicable (and shall be deemed to be the date of termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of options, rights or warrants or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under Section 3.3(c)(i), Section 3.3(c)(ii), Section 3.3(c)(iii) or Section 3.3(c)(v) was made, (I) in the case of any such options, rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, upon such final redemption or repurchase (x) the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued and (y) the Conversion Rate shall then be readjusted upon such final redemption or repurchase to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a distribution under Section 3.3(c)(i), Section 3.3(c)(ii), Section 3.3(c)(iii) or Section 3.3(c)(v), equal to the per share redemption or repurchase price received by a holder or holders of Class A Common Stock with respect to such options, rights or warrants (assuming such holder had retained such options, rights or warrants), made to all holders of Class A Common Stock as of the date of such redemption or repurchase, and (II) in the case of such options, rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such options, rights or warrants had not been issued.

(viii) Whenever the Conversion Rate is adjusted as provided in this Section 3.3(c), the Manager shall promptly prepare a notice of such adjustment, signed by a duly authorized officer of Manager, setting forth the reason for the adjustment, the adjusted Conversion Rate, the calculation thereof and the date on which the adjustment becomes effective and shall provide such notice of adjustment to the Convertible Preferred Unitholders in accordance with Section 8.6.

(ix) To the extent that Charter has a rights plan in effect upon any conversion of Convertible Preferred Units, each share of Class A Common Stock delivered upon conversion shall be entitled to receive the appropriate number of rights, if any, and the certificates (if any) representing the Class A Common Stock delivered upon such conversion shall bear such legends, if any, in each case as may be provided by the terms of any such stockholder rights plan, as the same may be amended from time to time.

(x) For the purposes of this Section 3.3(c), the number of Class A Common Stock outstanding shall not include Class A Common Stock held in the treasury of Charter so long as Charter does not pay any dividend or make any distribution to the Class A Common Stock held in the treasury of Charter, but shall include Class A Common Stock in respect of scrip certificates (if any) issued in lieu of fractions of such shares.

(xi) If a Conversion Date occurs before the effective time of a Conversion Rate adjustment under this Section 3.3(c) and (A) in the case that such Conversion Date relates to a conversion into Class A Common Stock, the Class A Common Stock received in such conversion would not be entitled to participate in the dividend, distribution, split, combination, tender offer, exchange offer, or other event that gave rise to such Conversion Rate adjustment (each such event, a "Conversion Rate Adjustment Event"), or (B) in the case that such Conversion Date relates to a conversion into Class C Common Units, the Class C Common Units received in such conversion would not be entitled to participate in any pro rata distribution or dividend or other event to be made with respect to the Common Units in connection with such Conversion Rate Adjustment Event, then notwithstanding the provisions of subsections (i) through (vi) of Section 3.3(c), the effective time of such Conversion Rate Adjustment shall be accelerated to immediately prior to the Conversion Date. For the avoidance of doubt, if a Conversion Date occurs before the effective time of a Conversion Rate adjustment under this Section 3.3(c) and the conditions set forth in clause (A) or (B) above, as applicable, are not met, the Conversion Rate in effect for purposes of calculating the Per Unit Amount under Section 3.3(b) shall not give effect to such Conversion Rate Adjustment Event.

(xii) If a Conversion Date occurs after the effective time (as may be modified by operation of Section 3.3(c)(xi)) of a Conversion Rate increase under this Section 3.3(c) that is subject to readjustment, then notwithstanding Section 3.3(a) and Section 3.3(b), the Company shall issue (A) as promptly as practicable on or after the Conversion Date (and in any event no later than three (3) Business Days thereafter) such number of Class C Common Units or shares of Class A Common Stock, as applicable, as would have been issued under Section 3.3(a) if such Conversion Rate adjustment had not been given effect, and (B) as promptly as practicable on or after the final readjustment or first date on which the adjustment is no longer subject to readjustment (and in any event no later than three (3) Business Days thereafter) a number of Class C Common Units or shares of Class A Common Stock, as applicable, equal to the excess of (1) the amount that would be issued under Section 3.3(a) after giving effect to such Conversion Rate adjustment and any readjustments less (2) the amount issued pursuant to the foregoing clause (A).

(xiii) Recapitalizations, Reclassifications and other Transactions

(A) In the case of any recapitalization, reclassification or similar change of the Class A Common Stock or Class C Common Units (other than changes resulting from a share split or share combination described in Section 3.3(c)(i) or any other event for which an adjustment to the Conversion Rate is required pursuant to the other provisions of this Section 3.3(c)), a consolidation, merger or combination involving Charter or the Company, a sale, lease or other transfer to a third party of all or substantially all of the assets of Charter or the Company (or Charter or the Company and their respective Subsidiaries on a consolidated basis), or any statutory share exchange, in each case, as a result of which the Class A Common Stock or Class C Common Units would be converted into, or exchanged for, stock, other securities or other property or assets (including cash or a combination thereof) (but, in each case, excluding a Change of Control (to which Section 3.4(b) will apply)) (any of the foregoing, a "Recapitalization"), then, prior to the effective time of such Recapitalization, the Manager (or the successor or purchasing Person, as the case may be) shall effect an amendment to this Agreement (a "Recapitalization Amendment") providing that at the effective time of the Recapitalization, the right to convert each Convertible Preferred Unit will be changed into a right to convert such Convertible Preferred Unit into the kind and amount of shares of stock, other securities or other property or assets (including cash or a combination thereof) (the "Reference Property") that a holder would have received in respect of the shares of Class A Common Stock or Class C Common Units, as applicable, issuable upon conversion of such Convertible Preferred Units immediately prior to the consummation of such Recapitalization. In the event that holders of Class A Common Stock or Class C Common Units, as applicable, have the opportunity to elect the form of consideration to be received in the Recapitalization, then the Reference Property into which the Convertible Preferred Units shall be convertible shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of Class A Common Stock or Class C Common Units, as applicable. The Company shall provide written notice to the Convertible Preferred Unitholders of such weighted average as soon as practicable after such determination is made.

(B) Any Recapitalization Amendment shall provide for anti-dilution and other adjustments that shall be as nearly equivalent as is practicable to the adjustments provided for in this Section 3.3(c), it being understood that no such adjustments shall be required with respect to any portion of the Reference Property that does not consist of equity interests, partnership interests or membership units.

(C) If, in the case of any Recapitalization, the Reference Property includes shares of stock, other securities or other property or assets (including cash or a combination thereof) of a Person other than Charter, the Company or the successor or purchasing Person, as the case may be, then such Recapitalization Amendment shall contain additional provisions as nearly equivalent as is practicable to the provisions of this Agreement to protect the interests of the Convertible Preferred Unitholders, including those set forth in Section 3.4(b).

(D) If, as a result of any Recapitalization, the Company is dissolved or otherwise ceases to continue in existence, then the term "Recapitalization Amendment" shall refer to such documentation as is necessary to provide Convertible Preferred Unitholders with a convertible preferred security that is substantially equivalent in all respects to the Convertible Preferred Units, including with respect to coupon, penalty interest, make-whole upon a Change of Control and consent rights over the issuance of *pari passu* and senior equity interests in addition to the other rights to be provided for in such Recapitalization Amendment set forth in this Section 3.3(c)(xiii).

(E) The provisions of this Section 3.3(c)(xiii) shall apply to successive Recapitalizations and neither Charter nor the Company shall become a party to any Recapitalization unless its terms are consistent with the foregoing. Nothing in this Section 3.3(c)(xiii) shall affect the ability of a Convertible Preferred Unitholder to convert a Convertible Preferred Unit prior to the effective date of a Recapitalization.

(xiv) Charter shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock such number of shares of Class A Common Stock necessary to satisfy its obligations under Section 3.3(a). Charter shall be permitted to take any and all actions necessary or desirable to give effect to the foregoing.

(xv) The Company shall bear its and the Charter Group's expenses and each converting holder, or, in the event of an automatic conversion of Convertible Preferred Units pursuant to Section 3.5, the applicable financial institution(s) shall bear its own expenses in connection with the consummation of any conversion of Convertible Preferred Units, whether or not any such conversion is ultimately consummated, except that the Company shall bear any transfer taxes, stamp taxes or duties or other similar taxes in connection with, or arising by reason of, any conversion; provided that, if any shares of Class A Common Stock or Class C Common Units are to be delivered in a name other than that of the Convertible Preferred Unitholder that requested the conversion or was the holder of record at the time of the conversion, then such converting holder or the Person in whose name such shares or Units are to be delivered shall pay to the Company the amount of any transfer taxes, stamp taxes or duties or other similar taxes in connection with, or arising by reason of, such conversion (to the extent the amount of any such taxes are in excess of what would be required to be paid by Charter or the Company in connection with, or arising by reason of, such conversion if the shares of Class A Common Stock or Class C Common Units were to be delivered in the name of the Convertible Preferred Unitholder that requested the conversion or was the holder of record at the time of the conversion) or shall establish to the reasonable satisfaction of Charter and the Company that such tax has been paid or is not payable. For the avoidance of doubt, each converting Convertible Preferred Unitholder shall bear any and all income or gains taxes imposed on gain realized by such converting Convertible Preferred Unitholder as a result of any such conversion.

(xvi) Any shares of Class A Common Stock and/or Class C Common Units, as applicable, issued upon conversion of Convertible Preferred Units shall be validly issued, fully paid and non-assessable, free and clear of all liens, encumbrances, rights of first refusal and similar restrictions and all taxes and charges with respect to the issue thereof, in each case subject to the Specified Documents. Charter, the Company and each converting holder of Convertible Preferred Units shall use their respective reasonable best efforts to obtain the approval of any Government Entity required under any Law prior to and comply with all federal and state securities laws in connection with the issuance of the shares of Class A Common Stock and/or Class C Common Units upon conversion of Convertible Preferred Units as provided herein. In addition, Charter shall use its reasonable best efforts to have authorized for listing the shares of Class A Common Stock issuable upon conversion of the Convertible Preferred Units on NASDAQ (or such other national securities exchange upon which the Class A Common Stock of Charter may be listed at such time, if any) prior to the delivery thereof to the converting holder.

SECTION 3.4 Other Conversion or Redemption of Convertible Preferred Units.

(a) Forced Conversion by the Company. From and after the fifth (5th) anniversary of the date hereof, if the Closing Price exceeds an amount equal to 1.3 times the then-applicable Conversion Price (i) for at least twenty (20) days (which need not be consecutive) during any thirty (30) consecutive-day period and (ii) on the date on which the forced conversion notice is sent pursuant to this Section 3.4(a), the Manager may elect, in its sole discretion, to require that the Convertible Preferred Units held by any or all Cox Parties be converted into Class C Common Units and/or the Convertible Preferred Units held by a Person other than a Cox Party be converted into Class A Common Stock, in each case in whole or in part, by notice of forced conversion at any time within ten (10) Business Days after the last day of such thirty (30) consecutive-day period. Such forced conversion notice shall be deemed to be, and shall have the same effect as, a Conversion Notice; provided, however, that any accrued and unpaid Preferred Accrued Distribution Amounts on all Convertible Preferred Units being so converted shall be paid in cash simultaneously with, and as a condition to, the effectiveness of such forced conversion.

(b) Make-Whole Redemption in Connection with a Fundamental Change. On the effective date of a Fundamental Change, unless otherwise agreed in writing by the Charter Member and Cox, each Convertible Preferred Unit shall be redeemed for the consideration that would have been payable in respect of a number of shares of Class A Common Stock equal to the greater of (i) the sum of (A) the Per Unit Amount determined as if the conversion occurred immediately prior to the effective date of the Fundamental Change *plus* (B) the Make-Whole Amount and (ii) $100 divided by the greater of (A) the Fundamental Change Class A Common Stock Price and (B) $176.82 per share, subject to adjustment at the times of, and in a manner inverse to, adjustments to the Conversion Rate, *plus*, in the case of the foregoing clause (ii), all accrued and unpaid Preferred Accrued Distribution Amounts on the Units being redeemed. Any such redemption pursuant to this Section 3.4(b) shall be effective as of the consummation of the Fundamental Change (or, in the case of a Fundamental Change occurring as a result of an Insolvency Event, upon consummation of the applicable plan of reorganization, liquidation or similar event) (and, for the avoidance of doubt, shall not be effective if such Fundamental Change is not consummated).

(c) Notice for Certain Actions.

(i) Forced Conversion or Redemption. Notice of every forced conversion or redemption of Convertible Preferred Units pursuant to Section 3.4(a) or Section 3.4(b) shall be given by first class mail, postage prepaid, addressed to the holders of record of the Units to be converted or redeemed at their respective last addresses appearing on the books of the Company and a copy of such notice shall be sent by e-mail on the date of mailing to the respective e-mail addresses of such holders. Any such notice in connection with a redemption pursuant to Section 3.4(b) shall be given as provided above at least fifteen (15) calendar days prior to the effective date of such Fundamental Change. Each notice of a forced conversion of Convertible Preferred Units pursuant to Section 3.4(a) shall state (A) the number of Convertible Preferred Units to be converted and, if less than all the Convertible Preferred Units held by such holder are to be converted, the number of such Convertible Preferred Units to be converted that are held by such holder; and (B) the place or places where certificates for such Convertible Preferred Units are to be surrendered for conversion. Each notice of redemption of Convertible Preferred Units pursuant to Section 3.4(b) shall state (A) the events constituting the Fundamental Change, (B) the anticipated effective date of the Fundamental Change, (C) the Conversion Rate, and, if applicable, the Make-Whole Amount, (D) the consideration to be received upon conversion of Convertible Preferred Units in connection with such Fundamental Change, and (E) the name and address of the paying agent and the conversion agent.

(ii) Other Events. Notice of every event that would require an adjustment to the Conversion Rate pursuant to Section 3.3(c), a Recapitalization or a voluntary or involuntary dissolution, liquidation or winding-up of Charter or the Company (each, an "Other Event") shall be given by first class mail, postage prepaid, addressed to the holders of record of the Convertible Preferred Units at their respective last addresses appearing on the books of the Company at least fifteen (15) calendar days prior to the date of the consummation of such event, or, if later, the date of the first public disclosure by Charter or the Company of such event and a copy of such notice shall be sent by e-mail on the date of mailing to the respective e-mail addresses of such holders. Each notice delivered pursuant to this Section 3.4(c)(ii) shall state (A) the events giving rise to the Other Event, (B) the anticipated Record Date or effective date, as applicable, of the Other Event, (C) the Conversion Rate following adjustment (if any) for the Other Event, and (D) if the Other Event constitutes a Recapitalization, whether any Reference Property will be received in connection therewith, and if so, specifying such Reference Property.

(iii) Any notice mailed and e-mailed as provided in this Section 3.4(c) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure to give such notice by mail or e-mail, or any defect in such notice or in the mailing or e-mailing thereof, to any holder of Convertible Preferred Units designated for conversion or redemption shall not affect the validity of the proceedings for the conversion or redemption of Convertible Preferred Units of any other holder. Failure to deliver notice as provided in this Section 3.4(c) shall not affect the legality or validity of the corporate event which required notice pursuant to this Section 3.4(c). The Company shall provide to any Convertible Preferred Unitholder such additional information as such Convertible Preferred Unitholder may reasonably request in connection with the circumstances giving rise to an obligation for the Company to provide notice pursuant to this Section 3.4(c).

(d) Partial Conversion. In case of any conversion pursuant to Section 3.4(a) of part of the Convertible Preferred Units at the time outstanding, the units to be converted shall be selected by the Company in its sole discretion. In all other cases of conversion of part of the Convertible Preferred Units at the time outstanding, the Convertible Preferred Unitholder shall be entitled to select the Convertible Preferred Units held by such Convertible Preferred Unitholder which shall be converted by making the appropriate indication in its Conversion Notice.

(e) Effectiveness of Redemption. If notice of redemption of Convertible Preferred Units pursuant to Section 3.4(b) has been duly given pursuant to Section 3.4(c) and if on or before the redemption date all funds necessary for the redemption have been deposited by the Company, in trust for the *pro rata* benefit of the holders of the Convertible Preferred Units called for redemption, with a bank or trust company doing business in the Borough of Manhattan, The City of New York, and having a capital and surplus of at least $100 million and selected by the Board of Directors, so as to be and continue to be available solely therefor, then, notwithstanding that any certificate for any Convertible Preferred Unit so called for redemption has not been surrendered for cancellation, on and after the date of redemption, dividends shall cease to accrue on all Convertible Preferred Units so called for redemption, all Convertible Preferred Units so called for redemption shall no longer be deemed outstanding and all rights with respect to such Convertible Preferred Units shall forthwith on such date of redemption cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption from such bank or trust company, without interest. Any funds unclaimed at the end of three years from the date of redemption shall, to the extent permitted by law, be released to the Company, after which time the holders of the Convertible Preferred Units so called for redemption shall look only to the Company for payment of the redemption price of such Convertible Preferred Units.

(f) Effectiveness of Conversion. If notice of forced conversion of Convertible Preferred Units has been given by the Company, then, notwithstanding that any certificate for any Convertible Preferred Unit so called for conversion has not been surrendered for conversion, on and after the Conversion Date, dividends shall cease to accrue on all Convertible Preferred Units so called for conversion, all Convertible Preferred Units so called for conversion shall no longer be deemed outstanding and all rights with respect to such Convertible Preferred Units shall forthwith on such Conversion Date cease and terminate, except only the right of the holders thereof to receive Class C Common Units or Class A Common Stock, as applicable.

SECTION 3.5 Automatic Exchange/Conversion of Units Pursuant to a Foreclosure.

(a) Notwithstanding any other provision of this Agreement or the Exchange Agreement, in the event of (x) a consummation of a foreclosure sale by a financial institution in respect of the Class A Common Stock underlying any Class B Common Units, Class C Common Units or Convertible Preferred Units pledged by A/N or Cox, as applicable, under a Stand Alone Margin Loan pursuant to Section 3.5(c) of the Stockholders Agreement or in connection with an Equity Linked Financing pursuant to Section 3.5(d) of the Stockholders Agreement (unless such relevant pledged Units have been previously exchanged into Class A Common Stock), (y) an acquisition of any Class B Common Units, Class C Common Units or Convertible Preferred Units pledged by A/N or Cox, as applicable, under a Stand Alone Margin Loan pursuant to Section 3.5(c) of the Stockholders Agreement or in connection with an Equity Linked Financing pursuant to Section 3.5(d) of the Stockholders Agreement, by any Person in a foreclosure in full or partial satisfaction of the debt under such financing or (z) exercise of remedies by any Tax Loan Lender in respect of any Class B Common Units or Class C Common Units pledged by A/N or Cox, as applicable, in accordance with any Tax Loan Agreement, then, whether or not a Notice of Foreclosure is received by Charter or the Company, as applicable, (i) such Class B Common Units shall be deemed to be automatically surrendered in exchange for the Cash Exchange Payment and/or, at Charter's election, shares of Class A Common Stock, as set forth in Section 2.1(a)(ii) of the Exchange Agreement, (ii) such Class C Common Units shall be deemed to be automatically surrendered in exchange for the Cash Exchange Payment and/or, at Charter's election, shares of Class A Common Stock, as set forth in Section 2.1(a)(ii) of the Exchange Agreement, and (iii) such Convertible Preferred Units shall be deemed to be automatically converted into shares of Class A Common Stock of Charter (for the avoidance of doubt, the number of the Units automatically exchanged pursuant to this Section 3.5 shall correspond to the number of shares of Class A Common Stock subject to the foreclosure sale or redemption in exercise of remedies, as applicable). Unless otherwise agreed between Charter and the applicable financial institution(s), Charter shall deliver such cash and/or shares of Class A Common Stock to the order of the applicable financial institution(s) as soon as reasonably practicable, but in any event within five (5) Business Days following the date of receipt of the applicable Notice of Foreclosure. For the avoidance of doubt, no such financial institution(s) shall be deemed to have received Class B Common Units, Class C Common Units or Convertible Preferred Units or to become a Member through any such act of foreclosure pursuant to this Section 3.5(a).

(b) In the event of an automatic conversion of Convertible Preferred Units as set forth in Section 3.5(a), the Convertible Preferred Unitholder that pledged such Units shall be treated for all purposes as the record holder of such shares of Class A Common Stock as of the time the foreclosure sale is consummated and the Convertible Preferred Units so converted shall be automatically deemed cancelled as of such time. Unless otherwise agreed between Charter and the applicable financial institution(s), within three (3) Business Days of the Conversion Date, Charter shall issue shares of Class A Common Stock issuable upon conversion (together with any dividend or distribution to which a holder of Class A Common Stock may be entitled at such time). The delivery of Class A Common Stock pursuant to this Section 3.5 shall be made by book-entry pursuant to instructions received from the financial institution(s).

(c) Charter and the Company shall be entitled to conclusively rely on, and are authorized and protected in acting upon, any executed Notice of Foreclosure received pursuant to this Section 3.5 or the absence of any Notice of Foreclosure, and none of Charter, the Manager or the Company shall have any duty to investigate or otherwise determine the authenticity, validity, enforceability or legality of any Notice of Foreclosure, including any signatory thereto, or whether any foreclosure is valid, binding, proper, enforceable or otherwise; provided, however, notwithstanding anything herein to the contrary, following A/N's or Cox's, as applicable, written notice to the Company, which is received by the Company within one (1) Business Day after receiving such Notice of Foreclosure, that the Company should disregard such Notice of Foreclosure, the Company, Charter and the Manager shall not be required to take any action hereunder or under the Exchange Agreement with respect to such Notice of Foreclosure or any foreclosure sale related thereto and such Notice of Foreclosure shall be deemed to never have been delivered for all purposes of this Agreement and the Exchange Agreement. The A/N Parties, the Cox Parties, each lender that exercises any rights upon a foreclosure and each holder of Convertible Preferred Units hereby releases and discharges all claims, liabilities or other obligations arising out of Charter's or the Company's compliance with this Section 3.5 or the Exchange Agreement as a result of any foreclosure sale or in response to any Notice of Foreclosure.

SECTION 3.6 Mandatory Redemption of Series A Preferred Units.

(a) Redemption. On the Series A Preferred Scheduled Redemption Date, the Company shall redeem all outstanding Series A Preferred Units out of funds legally available therefor at the Series A Preferred Redemption Price per Series A Preferred Unit, in cash. For the avoidance of doubt, any Series A Preferred Units that remain outstanding after the Series A Preferred Scheduled Redemption Date shall continue to accrue dividends in accordance with the provisions in Section 5.4(a)(i)(B) for so long as such Series A Preferred Units remain outstanding. The Company shall not redeem any Series A Preferred Units except as expressly authorized in this Section 3.6.

(b) Partial Redemption. If on the Series A Preferred Scheduled Redemption Date, the Company, pursuant to applicable Law or the terms of any Debt Instrument or Senior Units, shall not have funds legally available to redeem or shall otherwise be prohibited or restricted from redeeming all Series A Preferred Units, those funds that are legally available and not so restricted or prohibited will be used to redeem the maximum possible number of such Series A Preferred Units. At any time and from time to time thereafter when additional funds of the Company are legally available and not so restricted for such purpose, such funds shall be used in their entirety to redeem the Series A Preferred Units that the Company failed to redeem on the Series A Preferred Scheduled Redemption Date until the balance of such Series A Preferred Units has been redeemed. The Series A Preferred Units to be redeemed in accordance with this Section 3.6 shall be redeemed pro rata from among the holders of the outstanding Series A Preferred Units.

(c) Deposit of Redemption Price. If on or before the Series A Preferred Redemption Date, the consideration necessary for such redemption shall have been set aside so as to be available therefor and only therefor, then on and after the close of business on the Series A Preferred Redemption Date, the Series A Preferred Units called for redemption shall automatically be redeemed and no longer be deemed outstanding, and all rights with respect to such Series A Preferred Units shall forthwith cease and terminate, except the right of the holders thereof to receive the consideration payable upon redemption thereof.

(d) Status of Redeemed Series A Preferred Units. Any Series A Preferred Units that are redeemed, purchased or otherwise acquired by the Company shall not be reissued as Series A Preferred Units.

(e) Certain Restrictions. If and so long as the Company shall fail to redeem on the Series A Preferred Scheduled Redemption Date all Series A Preferred Units required to be redeemed on such date, the Company shall not redeem, or discharge any sinking fund obligation with respect to, any Parity Units or Junior Units, and shall not purchase or otherwise acquire any Series A Preferred Units, Parity Units or Junior Units, unless and until all then outstanding Series A Preferred Units are redeemed pursuant to the terms hereof. Nothing contained in this Section 3.6(e) shall prevent (i) the purchase or acquisition by the Company of Series A Preferred Units and Parity Units pursuant to a purchase or exchange offer or offers made to holders of all outstanding Series A Preferred Units and Parity Units, *provided* that (A) as to holders of all outstanding Series A Preferred Units, the terms of the purchase or exchange offer for all such Units are identical, (B) as to holders of all outstanding Units of a particular series or class of Parity Units, the terms of the purchase or exchange offer for all such Units are identical, and (C) as among holders of all outstanding Series A Preferred Units and Parity Units, the terms of each purchase or exchange offer or offers are substantially identical relative to the liquidation price of the Series A Preferred Units and each series or class of Parity Units, (ii) the purchase or acquisition by the Company of Series A Preferred Units, Parity Units or Junior Units in exchange for (together with a cash adjustment for fractional Units, if any), or through the application of the proceeds of the sale of, Junior Units, or (iii) the redemption, purchase or other acquisition of Junior Units solely in exchange for Junior Units.

SECTION 3.7 General. Except as otherwise expressly provided in this Agreement, all Common Units shall have identical rights and privileges in every respect.

SECTION 3.8 Voting. Holders of Units shall not be entitled to vote or consent with respect to any matter except as expressly provided in Section 4.2(b) notwithstanding any provisions in the Act. Each Member shall be entitled to one vote per Class A Common Unit, one vote per Class B Common Unit and one vote per Class C Common Unit that it holds with respect to any matter as to which the Members holding such Units are entitled to vote.

ARTICLE IV – MANAGEMENT

SECTION 4.1 Manager.

(a) Management of the Company. The business and affairs of the Company shall be managed by the Manager consistent with the Specified Documents. Subject to the express limitations contained in any provision of the Specified Documents, the Manager shall have complete and absolute control of the affairs and business of the Company, and shall possess all powers necessary, convenient or appropriate to carrying out the purposes and business of the Company, including, without limitation, doing all things and taking all actions necessary to carry out the terms and provisions of this Agreement. Subject to the rights and powers of the Manager and the limitations thereon contained in the Specified Documents, the Manager may delegate to any Person any or all of its powers, rights and obligations under this Agreement and may appoint, contract or otherwise deal with any Person to perform any acts or services for the Company as the Manager may reasonably determine. The Manager is specifically authorized to execute, sign, seal and deliver in the name of and on behalf of the Company any and all agreements, certificates, instruments or other documents requisite to carrying out the intentions and purposes of this Agreement and of the Company.

(b) Necessary Approvals. Any action taken by the Manager pursuant to this Agreement shall be subject to the necessary approval of the Board of Directors as and to the extent required by the Specified Documents. All matters material to the affairs and business of the Company shall be determined by the Board of Directors. Notwithstanding anything in this Agreement to the contrary, but subject to Section 4.2(b), the Company and the Manager are expressly permitted to take any action in furtherance of, or to give effect to, any action or transaction that is duly approved by the Board of Directors or the stockholders of Charter, and this Agreement may be amended to give effect to any such action or transaction by a writing executed by the Manager on behalf of the Company, with no further action required by the Members.

(c) Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives, to the fullest extent permitted by Law, any and all fiduciary duties that, absent such waiver, may be implied by the Act or other applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person and each Member to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. For the avoidance of doubt, this Agreement neither creates nor limits any fiduciary duties of Charter's directors or officers to its stockholders in their respective capacities as such.

SECTION 4.2 Members.

(a) Meetings. No meetings of the Members shall be held.

(b) Actions Requiring Certain Member Approval. The prior written consent of (i) Charter and A/N shall be required for any amendment to this Agreement that adversely affects the rights of the Class B Common Units as compared to the Class A Common Units or the Class C Common Units or relates to any provision of this Agreement that expressly references any A/N Party and adversely affects such A/N Party's rights pursuant to such provision, (ii) Charter and Cox shall be required for any amendment to this Agreement that adversely affects the rights of the Class C Common Units as compared to the Class A Common Units or Class B Common Units or relates to any provision of this Agreement that expressly references any Cox Party and adversely affects such Cox Party's rights pursuant to such provision and (iii) Charter and each former Member shall be required for any amendment to this Agreement that that expressly references a former Member and adversely affects such former Member's rights pursuant to such provision. The prior written consent of the holders of Convertible Preferred Units holding a majority of the Convertible Preferred Units then outstanding shall be required for any amendment to this Section 4.2 and Sections 3.3, 3.4, 3.5, 4.5, 5.4 and 6.2 that adversely affects the rights of the Convertible Preferred Units. So long as the Cox Parties maintain fifty percent (50%) of the Convertible Preferred Units issued to Cox on the Closing Date, the prior written consent of Cox shall be required for any issuance of Units that have a liquidation preference senior to, or *pari passu* with, the Convertible Preferred Units (other than, for the avoidance of doubt, the Series A Preferred Units). Notwithstanding anything herein to the contrary, no consent of any Person shall be required for the issuance of Units (including Units that have a liquidation preference senior to, or *pari passu* with, the Convertible Preferred Units), if such Units are issued to a member of the Charter Group with an aggregate liquidation preference and dividend rate approximately equal to, and intended to provide funds to service, indebtedness incurred by the Charter Group; provided that any such Units shall not be transferrable to any party that is not a member of the Charter Group and any member of the Charter Group that holds such Units shall transfer such Units to a member of the Charter Group prior to such entity's ceasing to be a member of the Charter Group.

SECTION 4.3 Officers.

(a) Designation and Appointment. The Manager may, from time to time, employ and retain Persons as may be necessary or appropriate for the conduct of the Company's and its Subsidiaries' business (subject to the supervision and control of the Manager), including employees, agents and other Persons (any of whom may be a Member or any of its Affiliates, or any of their respective employees, directors or officers) who may be designated as Officers of the Company or of one or more of the Company's Subsidiaries, with titles as and to the extent authorized by the Manager. Any number of offices may be held by the same Person. In its discretion, the Manager may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Delaware or Members. Any Officers so designated shall have such authority and perform such duties as the Manager may, from time to time, delegate to them. The Manager may assign titles to particular Officers. Each Officer shall hold office at the pleasure of the Manager.

(b) Resignation/Removal. Any Officer may resign his or her office at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Manager. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause at any time by the Manager. Designation of an Officer shall not of itself create any contractual or employment rights.

(c) Chief Executive Officer. The Manager shall appoint a Chief Executive Officer of the Company and its Subsidiaries (the "CEO"). The CEO (i) shall be in general and active charge of the entire business and affairs of the Company and (ii) shall, subject to the powers of the Manager, have the power and authority to cause the Company to enter into and perform contracts and agreements in the ordinary course of business without action of the Manager.

(d) President. If at any time a president of the Company (the "President") is appointed, the President shall, subject to the powers of the Manager and the limitations set forth in Section 4.1 and, in the event that the President and the CEO are not the same person, the CEO, have responsibility for the general and active management of the business of the Company, and shall see that all orders and resolutions of the Manager are carried into effect. The President shall have such other powers and perform such other duties as may be prescribed by the Manager and, in the event that the President and the CEO are not the same person, the CEO.

(e) Chief Financial Officer. The chief financial officer of the Company (the "Chief Financial Officer") shall have responsibility for keeping and maintaining, or for causing to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and capital. The Chief Financial Officer shall have the custody of the funds and securities of the Company, and shall have responsibility for keeping full and accurate accounts of receipts and disbursements in books belonging to the Company, and for depositing all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The Chief Financial Officer shall have such other powers and perform such other duties as may from time to time be prescribed by the CEO or the Manager.

(f) Vice President(s). The vice president(s) of the Company shall have such duties and such other powers as the Manager may from time to time prescribe.

(g) Secretary.

(i) The secretary of the Company (the "Secretary") shall have responsibility for keeping all documents described in Article VII and such other documents as may be required under the Act. The Secretary shall have such other duties and such other authority as may be prescribed elsewhere in this Agreement or from time to time by the CEO or the Manager. The Secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(ii) If the Manager chooses to appoint an assistant secretary or assistant secretaries, the assistant secretaries, in the order of their seniority, in the absence, disability or inability to act of the Secretary, shall have the duties and the powers of the Secretary, and shall have such other duties as the CEO or the Manager may from time to time prescribe.

(h) Treasurer. The Treasurer shall have custody of the Company funds and securities and shall have responsibility for keeping or causing to be kept full and accurate accounts of receipts and disbursements in books of the Company to be maintained for such purpose; depositing all moneys and other valuable effects of the Company in the name and to the credit of the Company in depositories designated by the Manager or the CEO; and disbursing the funds of the Company as may be ordered by the Manager or the CEO.

SECTION 4.4 Management Matters. The Manager shall take all action which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the Laws of the State of Delaware (and of each other jurisdiction in which such existence is necessary to enable the Company to conduct the business in which it is engaged) in accordance with the provisions of this Agreement and the Exchange Agreement and applicable Laws and regulations. The Manager shall file or cause to be filed for recordation in the office of the appropriate authorities of the State of Delaware, and in the proper office or offices in each other jurisdiction in which the Company or any Subsidiary of the Company is formed or qualified, such certificates (including certificates of limited liability companies and fictitious name certificates) and other documents as are required by the applicable Laws of any such jurisdiction or as are required to reflect the identity of the Members and the amounts of their respective Capital Accounts.

SECTION 4.5 Liability of Members.

(a) No Liability. Except as otherwise required by applicable Law or as expressly set forth in this Agreement, no Member or Manager shall have any liability whatsoever in such Person's capacity as a Member or Manager (as applicable), whether to the Company, to any of the other Members, to the creditors of the Company or any Subsidiary of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or any Subsidiary of the Company or for any losses of the Company or any Subsidiary of the Company; provided that nothing contained in this Section 4.5(a) is intended to release or limit a Member's liability for a breach by a Member or the Manager of its obligations hereunder.

(b) Limited Liability of the Member. Without limiting Section 4.5(a), the liability of each Member, in its capacity as such, cannot exceed (i) the amount of its Capital Contributions, if any, (ii) its share of any assets and undistributed profits of the Company and (iii) the amount of any distributions wrongfully distributed to it to the extent set forth in the Act, except to the extent such Member has breached this Agreement.

(c) Return of Distributions. In accordance with the Act and the Laws of the State of Delaware, a member of a limited liability company may, under certain circumstances, be required to return amounts previously distributed to such member. It is the intent of the Members that no distribution to any Member pursuant to Article V of this Agreement shall be deemed a return of money or other property paid or distributed in violation of the Act. The payment of any such money or distribution of any such property to a Member shall be deemed to be a compromise within the meaning of the Act, and the Member receiving any such money or property shall not be required to return to any Person any such money or property, except to the extent such Member has breached this Agreement. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of any other Member.

SECTION 4.6 Exculpation; Indemnification by the Company.

(a) Exculpation. To the fullest extent permitted by Law, no Covered Person shall be liable to the Company or its Subsidiaries or any other Person who is bound by this Agreement for any or all losses, damages, claims, judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including reasonable attorneys' fees and expenses) (collectively, "Expenses") actually incurred by reason of any act or omission performed or omitted by such Covered Person on behalf of the Company or its Subsidiaries and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person in accordance with this Agreement, except to the extent such Expenses are due to the gross negligence or willful misconduct of, or bad faith breach of this Agreement by, such Covered Person (each, a "Covered Claim"). The provisions of this Agreement, to the extent that they restrict, limit or eliminate the duties and liabilities of a Covered Person to the Company or any Subsidiary of the Company or the Members otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities at law or in equity of such Covered Person, and each Member to the fullest extent permitted by applicable Law, hereby waives any right to make any claim, bring any action or seek any recovery based on such other duties or liabilities for breach thereof.

(b) Indemnification. Subject to the limitations and conditions provided in this Section 4.6, each Covered Person who was or is made a party or is threatened to be made a party to, or is involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitrative, with respect to a Covered Claim (a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding (a "Covered Proceeding"), by reason of the fact that he, she or it, or a Person of which he, she or it is or was a Covered Person shall be indemnified by the Company or to the extent applicable a Subsidiary of the Company to the fullest extent permitted by applicable Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such Law permitted the Company to provide prior to such amendment) against all Expenses actually incurred by such Person in connection with such Covered Proceeding, and indemnification under this Section 4.6 shall continue as to a Covered Person who has ceased to serve in the capacity which initially entitled such Covered Person to indemnity under this Agreement. The indemnification provided in this Section 4.6 is recoverable only out of the assets of the Company and/or its Subsidiaries, and no Member, director or Officer or employee of the Company or any of its Subsidiaries has any personal liability, or obligation to make a capital contribution, on account thereof.

(c) Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and its Subsidiaries and upon such information, opinions, reports or statements presented to the Company or its Subsidiaries by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Net Income or Net Losses of the Company and its Subsidiaries, or the value and amount of assets or reserves or contracts, agreements or other undertakings that would be sufficient to pay claims and obligations of the Company and its Subsidiaries or to make reasonable provision to pay such claims and obligations, or any other facts pertinent to the existence and amount of assets from which distributions to the Members or creditors of the Company and its Subsidiaries might properly be paid.

(d) Advancement of Expenses. The Company shall advance reasonable expenses (including reasonable attorneys' fees) incurred by or on behalf of a Covered Person in connection with a Covered Proceeding (ignoring for purposes of this clause (d) the exception contained therein relating to gross negligence or willful misconduct or bad faith breach of this Agreement) within twenty (20) days after receipt by the Company from such Covered Person of a statement requesting such advances from time to time; provided such statement provides reasonable documentary evidence of such expenses and provides a written undertaking by the Covered Person to repay any and all advanced expenses in the event such Covered Person is ultimately determined not to be entitled hereunder to indemnification by the Company.

(e) Indemnification Agreements and D&O Insurance. The Company may enter into agreements with the Manager or any Officer to provide for indemnification consistent with the terms and conditions set forth in this Section 4.6. Charter, the Company and/or its Subsidiaries, as deemed appropriate by the Manager, will purchase and maintain director and officer liability insurance at appropriate levels of coverage as determined by the Manager. Charter, the Company and/or its Subsidiaries may, as deemed appropriate by the Manager, in lieu of or in addition to the policy referred to in the prior sentence, purchase a tail insurance policy with respect to its director and officer liability insurance with appropriate levels of coverage (as determined by the Manager) for past periods.

(f) Nature of Rights. The rights granted pursuant to this Section 4.6 shall be deemed contract rights, and no amendment, modification or repeal of this Section 4.6 shall have the effect of limiting or denying any such rights with respect to actions taken or Covered Proceedings arising prior to any amendment, modification or repeal.

(g) Third-Party Beneficiaries. Notwithstanding anything to the contrary in this Agreement, each of the Members and the Company acknowledges and agrees that the Covered Persons have relied on this Section 4.6 and are express third-party beneficiaries of this Section 4.6 with the express right and ability to enforce the Company's obligations under this Section 4.6 directly against the Company to the full extent of such obligations. The Company and each Member shall not in any way hinder, compromise or delay the rights and ability of the Covered Persons to enforce any of the Company's obligations under this Section 4.6 directly against the Company to the full extent of such obligations. Notwithstanding anything to the contrary in this Agreement, (i) this Section 4.6 may not be amended, modified, supplemented or waived in any manner, and (ii) the other provisions of this Agreement may not be amended, modified, supplemented or waived in any manner that adversely affects any Covered Person's rights to enforce any of the Company's obligations under this Section 4.6 directly against the Company without the prior written consent of such Covered Person, which consent may be withheld, conditioned or delayed for any reason in their sole discretion.

(h) Survival. This Section 4.6 shall survive any termination or restatement of this Agreement. It is expressly acknowledged that the indemnification provided in this Section 4.6 could involve indemnification for negligence or under theories of strict liability.

SECTION 4.7 Manager Expenses. All liabilities, costs and expenses incurred by Charter in connection with or relating to its activities as the Manager hereunder, incurred by the Charter Group in connection with the management of its business or the maintenance and continuity of its continued corporate existence, or incurred or suffered by the Charter Group shall be paid (or reimbursed to the Charter Group, if paid by the Charter Group) by the Company, and the Company shall indemnify, defend and hold harmless the Charter Group (and their respective directors, officers, personnel, advisors, agents and other representatives) for the same to the fullest extent permitted by Law; the foregoing shall include for the avoidance of doubt the costs and expenses of compensation for the directors, officers, personnel, advisors, agents and other representatives of the Charter Group.

SECTION 4.8 Exclusivity of Business.

(a) For so long as the Exchange Agreement is in effect, Charter may not hold assets or liabilities outside of the Company and its Subsidiaries, other than any assets and liabilities that the Manager reasonably determines should be held outside the Company and its Subsidiaries for financing, tax, regulatory or similar or related reasons, and only if (i) such assets and liabilities (excluding deferred taxes), in the aggregate, together with all other assets and liabilities held outside of the Company and its Subsidiaries have a combined net value less than or equal to three percent (3%) of the total consolidated assets of Charter and its Subsidiaries at the time of such determination and (ii) the amount of cash and cash equivalents held outside of the Company and its Subsidiaries does not exceed the amount of cash and cash equivalents reasonably necessary to satisfy the ordinary needs of the business associated with the assets and liabilities held outside of the Company and its Subsidiaries or to comply with applicable Law, in each case, excluding cash or cash equivalents funded (or previously funded) by a Common Tax Distribution or other pro rata distribution or redemption by the Company on the Common Units. At the end of each Fiscal Quarter, the Manager shall deliver to Cox and A/N a statement of the combined net value of any and all assets and liabilities (excluding deferred taxes) held outside the Company and its Subsidiaries as of the end of such Fiscal Quarter (the "Quarterly Asset Notice"). In addition to, and without limiting the foregoing, the Manager shall promptly deliver to Cox and A/N a statement of any and all new assets and liabilities to be held outside the Company and its Subsidiaries (the "Additional Asset Notice") and shall provide such Additional Asset Notice to A/N and Cox at least five (5) Business Days prior to the completion thereof, if such new assets and liabilities (excluding deferred taxes), in the aggregate, together with all other assets and liabilities held outside of the Company and its Subsidiaries, would have a combined net value in excess of one percent (1%) of the total consolidated assets of Charter and its Subsidiaries at the time of such determination; and, thereafter, the Manager shall promptly provide an Additional Asset Notice to A/N and Cox at least five (5) Business Days prior to the completion of any other transaction or series of transactions that would result in (x) the combined net value of the total assets and liabilities (excluding deferred taxes) to be held outside of the Company and its Subsidiaries exceeding any whole number percentage equal to or greater than two percent (2%) of the total consolidated assets of Charter and its Subsidiaries at the time of such determination or (y) a change since the last Additional Asset Notice or Quarterly Asset Notice (whichever is later) in the combined net value of the total assets and liabilities (excluding deferred taxes) to be held outside of the Company and its Subsidiaries by more than one percent (1%) of the total consolidated assets of Charter and its Subsidiaries at the time of such determination. For the avoidance of doubt, the fact that assets or liabilities are held by Charter outside of the Company and its Subsidiaries shall not affect the number of shares of Class A Common Stock to be delivered to any A/N Party or any Cox Party under the Exchange Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, but subject to Section 4.2(b) and Section 4.8(a), and without prejudice to A/N's and Cox Enterprises' rights under the Stockholders Agreement, it is the intent of the parties hereto that (i) the Company shall be a dynamic institution and may engage in such transactions as the Manager shall reasonably determine are advisable to and in the best interests of the Company and (ii) any actions taken by the Company or Charter that are necessary to preserve the 1:1 Up-C structure between Charter and the Company pursuant to this Agreement shall be undertaken by Charter and the Company in good faith and in a manner that (A) is fair and reasonable to the equityholders of Charter and to the Members and (B) preserves the intended economic effect of this Agreement. In furtherance and not in limitation of the foregoing, but subject to Section 4.2(b):

(i) The Manager may, in its sole discretion, cause the Company to lend cash to any member of the Charter Group to finance the acquisition, by merger, consolidation, acquisition of stock or assets, or otherwise, of any Person or business (an "Acquisition Loan"); provided that (A) the interest rate on any Acquisition Loan shall not be less than that which would apply to any concurrent Charter Initiated Tax Loan (for the avoidance of doubt, inclusive of the applicable benchmark rate in respect thereof) and (B) as soon as reasonably practicable following such acquisition, such member of the Charter Group shall contribute all of the assets and liabilities of such Person or business to the Company, such contribution to be deemed in full satisfaction of such Acquisition Loan.

(ii) The Charter Group may issue shares of capital stock in consideration of the acquisition, by merger, consolidation, acquisition of stock or assets, or otherwise, of any Person or business; provided that, as soon as reasonably practicable following such acquisition, the Charter Group shall contribute all of the assets and liabilities of such Person or business to the Company in exchange for the Charter Member's receipt of an equivalent number of Class A Common Units. In such event, subject to Section 4.8, Charter and the Company shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and the Company.

(iii) The Charter Group may issue debt to any Person (a "Creditor"); provided that, as soon as reasonably practicable following such debt issuance, the Charter Group shall either (1) contribute all of the net proceeds of such debt issuance to the Company, which contribution may be in exchange for units of a new class of Units with such rights, preferences, privileges and restrictions as the Manager shall designate in order that the obligations of the Company to the Charter Group resulting from the Charter Group's ownership of such Units shall match, to the extent reasonably practicable, the obligations of the Charter Group to the Creditor resulting from such debt issuance, or (2) lend the net proceeds of such debt issuance to the Company or its Subsidiaries on terms designed to mirror such debt.

(iv) Notwithstanding clauses (i)-(iii) above, but subject to the requirements of Section 4.8(a), the Manager may withhold from contribution to the Company any assets and liabilities that the Manager reasonably determines should be withheld for financing, tax, regulatory or similar or related reasons. The Manager shall promptly prepare and provide to A/N and Cox a notice of any such withheld contribution, setting out, in reasonable detail, the assets and liabilities to be withheld and the reasons for their withholding.

(v) With the unanimous consent of A/N and Cox, each in their sole discretion, the Charter Group may purchase additional Class A Common Units from the Company for cash at the Closing Price of Class A Common Stock on any day after Close of Business on such day, and the Manager shall subsequently effect a reverse unit split of the Units such that the Company shall maintain a 1:1 Up-C structure (except with respect to Class B Common Units, Class C Common Units and Convertible Preferred Units), and the Manager shall make a corresponding adjustment to the Conversion Rate of the Convertible Preferred Units pursuant to Section 3.3(c) (collectively, an "Excess Cash Contribution Transaction"); provided that in no event shall the Charter Group effect an Excess Cash Contribution Transaction prior to January 1, 2028.

(A) The Company shall give written notice (a "Capital Contribution Notice") to each Member (other than the Charter Member) of any proposed Excess Cash Contribution Transaction no later than three (3) Business Days prior to such Excess Cash Contribution Transaction (or, if the Company has determined to propose to effect such an Excess Cash Contribution Transaction within less than three (3) Business Days, as promptly as practicable after the Company has determined to propose to effect such Excess Cash Contribution Transaction, but no later than one (1) Business Day prior to such Excess Cash Contribution Transaction). The Capital Contribution Notice shall set forth the material terms and conditions of the proposed Excess Cash Contribution Transaction , including (A) the number or, if such number has not yet been determined, the basis on which the number of Class A Common Units to be purchased will be determined, (B) the anticipated date or range of dates of the purchases, (C) any conditions to the Charter Group making such purchases and (D) the anticipated impact on each Member's Percentage Interest.

(B) The Company shall give written notice (a "Capital Contribution Closing Notice") to each Member (other than the Charter Member) of any closing of an Excess Cash Contribution Transaction no later than one (1) Business Day after such closing. The Capital Contribution Closing Notice shall set forth the material terms and conditions of the Excess Cash Contribution Transaction, including (A) the number of Class A Common Units issued, (B) the applicable price per Class A Common Units and (C) the impact on each Member's Percentage Interest.

(C) Each Member (other than the Charter Member) shall have the right to purchase, in whole or in part, a number of Class B Common Units (in the case of A/N) or Class C Common Units (in the case of Cox) that would permit A/N or Cox, as the case may be, to maintain its Percentage Interest (assuming the other party exercised its rights hereunder in full) at an all-cash purchase price per Common Unit equal to the price paid per Class A Common Unit by the Charter Group in such Excess Cash Contribution Transaction as adjusted pursuant to the unit split effected in connection with such Excess Cash Contribution Transaction. A Member's rights under this clause (C) shall be exercisable by delivery of written notice to the Company no later than the third (3rd) Business Day following its receipt of the Capital Contribution Closing Notice specifying the number of applicable Common Units to be purchased by such Member. The closing of such purchase shall be consummated as promptly as practicable following delivery of the notice and the Company and each member of the Charter Group shall use reasonable best efforts not to set a record date (for voting, distributions or otherwise) until such transaction is consummated.

(D) Section 4.2 and Section 4.3 of the Stockholders Agreement shall apply to the transactions described in this Section 4.8(b)(v) *mutatis mutandis*.

(vi) In furtherance and not in limitation of the foregoing, and subject to this Section 4.8, it is the intent of the parties hereto that Charter and the Company shall maintain a 1:1 Up-C structure (except with respect to Class B Common Units, Class C Common Units and Convertible Preferred Units), as set forth in Section 2.3(a) of the Exchange Agreement.

ARTICLE V – ALLOCATIONS; DISTRIBUTIONS

SECTION 5.1 Capital Account Creation. There shall be established for each Member on the books of the Company a Capital Account, which shall be increased or decreased in the manner set forth in this Agreement. Each Member's Capital Account shall be divided into components corresponding with such Member's Common Units, Series A Preferred Units and Convertible Preferred Units, respectively, and all adjustments hereunder to Capital Accounts shall be made to the appropriate component, as the case may be.

SECTION 5.2 Capital Account Negative Balance. A Member shall not have any obligation to the Company or to any other Member to restore any negative balance in the Capital Account of such Member. The Company shall not request any additional capital contribution from A/N, Cox or their respective Affiliates or their transferees in its or their capacity as a Member.

SECTION 5.3 Allocations of Net Income and Net Loss.

(a) Allocations of Net Income and Net Loss. After giving effect to the special allocations set forth in Section 5.3(c) for the Taxable Period and all capital contributions by and distributions to the Members for the Taxable Period, the Company shall allocate Net Income and Net Loss (and, if necessary, individual items of gross income or gross deduction) for the Taxable Period to the Members in a manner such that, after such allocations have been made, the balance of each Member's Capital Account shall, to the extent possible, be equal to each Member's Target Capital Account.

(b) Tax Allocations.

(i) In accordance with Section 704(c) of the Code and the Regulations promulgated thereunder, but subject to Section 5.3(b)(iii), each item of income, gain, loss and deduction with respect to any property or liability contributed to the capital of the Company through the date hereof shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property or liability to the Company for U.S. federal income tax purposes and its initial Gross Asset Value using the "traditional method" pursuant to Regulations Section 1.704-3(b), provided that, to the extent permitted under the Code and Regulations, with respect to any such Company asset or liability that was contributed to the Company through the date hereof, the remaining amount of contributed tax basis in such asset or liability shall be allocated entirely to the forward Section 704(c) layer, if any, that is attributable to such contributed asset or liability and no portion of such tax basis shall be allocated to any reverse Section 704(c) layer that is attributable to such contributed asset or liability in the event the Gross Asset Value of such Company asset or liability is subsequently adjusted pursuant to Section 5.3(b)(ii) and Section 5.3(b)(iii).

(ii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (2) of the definition of "Gross Asset Value," subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for United States federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Regulations promulgated thereunder using any method permitted under Regulations Section 1.704-3 as reasonably determined by the Manager, subject to Section 5.3(b)(iii).

(iii) With respect to any Company liability that is interest-bearing indebtedness for money borrowed that has a Gross Asset Value that differs from its adjusted issue price, if and to the extent the Company's Section 704(c) method of allocating tax items of income, gain, loss or deduction with respect to such differences results in an allocation to Cox of total interest expense with respect to such liabilities that is less than the amount of such interest expense that would have been allocated to Cox if such interest expense were allocated in accordance with Percentage Interests as determined for the relevant tax period (such difference, the "704(c) Shortfall"), the Manager shall use commercially reasonable efforts to apply Section 704(c) methodologies (including the use of limited curative allocations under Regulations Section 1.704-3(c)) to cause the Company to allocate, to the extent legally possible, additional tax items of loss or deduction to Cox in an amount equal to the 704(c) Shortfall.

(iv) In the event of the exercise of the conversion right of any Convertible Preferred Units pursuant to Section 3.3(a) by any Member or pursuant to Section 3.4(a) and if and to the extent of a corresponding re-allocation of the Members' Capital Account balances under Regulations Section 1.704-1(b)(2)(iv)(s)(3), the Company shall, beginning with the Taxable Period in which the conversion right is exercised and in all succeeding Taxable Periods until the required allocations are fully taken into account, make corrective allocations of items of income, gain, loss, deduction and credit solely for tax purposes to adjust for such capital account re-allocation, as required under Regulations Section 1.704-1(b)(4)(x).

(v) Subject to the provisions of Section 5.3(b)(i), (ii) and (iii), items of Company income, gain, loss, deduction and credit to be allocated for tax purposes shall, for each Taxable Period, be allocated among the Members in the same manner and in the same proportion as such items are allocated among the Members' respective Adjusted Capital Accounts.

(vi) Allocations pursuant to this Section 5.3(b) are solely for U.S. federal, state and local income tax purposes, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Loss, other items, or distributions pursuant to any provision of this Agreement.

(c) Special Allocations.

(i) Certain Special Allocations. Notwithstanding anything to the contrary set forth in this Agreement, the following special allocations, if applicable, shall be made in the order set forth below.

(A) Company Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Section 5.3, if there is a net decrease in Company Minimum Gain during any Taxable Period, each Member shall be specially allocated items of Company income and gain for such Taxable Period (and, if necessary, subsequent Taxable Periods) in an amount equal to such Member's share of such net decrease in Company Minimum Gain during such Taxable Period, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.3(c)(i)(A) is intended to comply with the minimum gain chargeback requirements set forth in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(B) Member Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Section 5.3, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Taxable Period, each Member that has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Taxable Period (and, if necessary, subsequent Taxable Periods) in an amount equal to such Member's share of such net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt during such Taxable Period, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.3(c)(i)(B) is intended to comply with the minimum gain chargeback requirement set forth in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(C) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in subparagraphs (4), (5) or (6) of Regulations Section 1.704-1(b)(2)(ii)(d), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by such Regulations, such Member's Adjusted Capital Account Deficit as quickly as possible; provided that an allocation pursuant to this Section 5.3(c)(i)(C) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 5.3 have been tentatively made as if this Section 5.3(c)(i)(C) were not in this Agreement. This Section 5.3(c)(i)(C) is intended to comply with the "qualified income offset" requirements set forth in Regulations Section 1.704-1(b)(2)(ii)(d)(3) and shall be interpreted consistently therewith.

(D) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Taxable Period that is in excess of the sum of (i) the amount such Member is obligated to restore, if any, pursuant to any provision of this Agreement, and (ii) the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess, as quickly as possible; provided that an allocation pursuant to this Section 5.3(c)(i)(D) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 5.3 have been tentatively made as if Section 5.3(c)(i)(C) and this Section 5.3(c)(i)(D) were not in this Agreement.

(E) Nonrecourse Deductions. Nonrecourse Deductions for any Taxable Period shall be specially allocated among the Members in accordance with a Member's share of Company profits under Regulations Section 1.752-3(a)(3).

(F) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Taxable Period shall be specially allocated to the Member that bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(G) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis for U.S. federal income tax purposes of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Membership Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members pro rata in accordance with the manner in which it would be allocated under Section 5.3(a) in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made, in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(H) For each Taxable Period, items of Company gross income and gain shall be allocated (I) to the Members holding Convertible Preferred Units at the beginning of such Taxable Period in an amount equal to the aggregate Convertible Preferred Unallocated Yield with respect to all Convertible Preferred Units held by such Member during the Taxable Period, *pro rata* in proportion to the aggregate Convertible Preferred Unallocated Yield with respect to the Convertible Preferred Units held by each such Member during the Taxable Period and (II) to the Members holding Series A Preferred Units at the beginning of such Taxable Period in an amount equal to the aggregate Series A Preferred Dividend Amounts for all Series A Preferred Dividend Payment Dates in such Taxable Period with respect to all Series A Preferred Units held by each such Member during the Taxable Period, *pro rata* in proportion to such aggregate Series A Preferred Dividend Amounts with respect to the Series A Preferred Units held by each such Member during the Taxable Period. For the avoidance of doubt, any Member whose Convertible Preferred Units are converted pursuant to Section 3.3(a) or pursuant to Section 3.4(a) during the current Taxable Period will be allocated gross income and gain in the current Taxable Period pursuant to the prior sentence with respect to the Convertible Preferred Units so converted.

(I) In the event of the exercise of the conversion right of any Convertible Preferred Units pursuant to Section 3.3(a) by any Member or pursuant to Section 3.4(a) during the current Taxable Period ("Current Period Converted Units"), after giving effect to the allocations in Section 5.3(c)(i)(A)-(H), the Company shall make allocations in respect of the Current Period Converted Units in accordance with the principles outlined in Regulations Section 1.704-1(b)(2)(iv)(s). For the avoidance of doubt, the portion of a Member's Capital Account that is attributable to such Member's Current Period Converted Units will be increased or decreased under this Section 5.3(c)(i)(I) to an amount that represents such Member's rights to partnership capital in respect of the Units received by such Member in respect of the Current Period Converted Units. If a Member's Capital Account is to be increased under this Section 5.3(c)(i)(I), such Member shall be specially allocated a pro-rata share of all items of gain attributable to increases in the Gross Asset Values of Company property resulting from adjustments to the Gross Asset Value of Company property for the current Taxable Period in an amount equal to such increase. If a Member's Capital Account is to be reduced under this Section 5.3(c)(i)(I), such Member shall be specially allocated a pro-rata share of all items of loss attributable to decreases in the Gross Asset Values of Company property resulting from adjustments to the Gross Asset Value of Company property for the current Taxable Period in an amount equal to such decrease. To the extent that there are insufficient items of gain or loss to make the allocations required by this Section 5.3(c)(i)(I), the Company will re-allocate amounts among the Capital Accounts of the Members in the manner outlined in Regulations Section 1.704-1(b)(2)(iv)(s)(3).

(J) Curative Allocations. The allocations set forth in Section 5.3(c)(i)(A)–(G) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5.3(c)(i)(J). Therefore, notwithstanding any other provision of this Section 5.3 (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 5.3(a) and Section 5.3(d) of this Agreement. For the avoidance of doubt, in making allocations pursuant to this Section 5.3(c)(i)(J), the Company shall take into account future Regulatory Allocations under Section 5.3(c)(i)(A) and Section 5.3(c)(i)(B) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 5.3(c)(i)(E) and Section 5.3(c)(i)(F) of this Agreement.

(d) Other Allocation Rules.

(i) The allocation provisions set forth in this Section 5.3 and other provisions of this Agreement relating to maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations.

(ii) For purposes of determining the Net Income, Net Loss or any other items allocable to any period, Net Income, Net Loss and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Section 706 of the Code and the Regulations thereunder.

(iii) If the Percentage Interest of any one or more Members changes or any Convertible Preferred Units or Series A Preferred Units are Transferred during the Fiscal Year, all items of Company income, loss, deduction and credit shall be allocated among the Members for such Fiscal Year in a reasonable manner, as determined by the Manager, that takes into account the varying Percentage Interests of the Members in the Company and/or such Transfer of Convertible Preferred Units or Series A Preferred Units during such Fiscal Year in accordance with Section 706 of the Code; provided that the "interim closing method" and the "calendar day convention" pursuant to Regulations Section 1.706-4 shall be used for such purpose with respect to the Transaction (as defined in the Transaction Agreement) and the Closing Date.

(iv) The Members are aware of the income tax consequences of the allocations made hereby and hereby agree to be bound by the provisions of this Agreement in reporting their shares of Company income and loss for income tax purposes.

(v) The Manager shall determine, in its reasonable discretion, the methodology for determining the allocation of "excess nonrecourse liabilities" of the Company (within the meaning of Regulations Section 1.752-3(a)(3)) among the Members and the methodology for allocating "nonrecourse liabilities" among assets of the Company for purposes of Regulations Section 1.752-3(b); provided, however, that in exercising its discretion, the Manager shall act in good faith to make such determinations in a manner that is fair and reasonable with respect to each Member and to the Members as a whole and, without limiting the generality of the foregoing, shall use commercially reasonable efforts to minimize, to the extent possible, (A) the amount of any gain, including Section 731(a) of the Code gains, recognized by a Member due to deemed distributions under Section 752(b) of the Code, and (B) any limitation on the allowance of Company losses under Section 704(d) of the Code due to a Member having insufficient basis in its Units to claim its distributive share of losses of the Company, provided that such efforts do not require the Company to incur additional liabilities. Consistent with the foregoing, if a Member transfers less than all of its Units, the Manager shall use its discretion in determining methodologies for the year of the transfer so that, to the greatest extent reasonably possible, (X) the transferring Member's share of Company liabilities under Section 752 of the Code immediately after such transfer, divided by such Member's share of Company liabilities under Section 752 of the Code immediately prior to such transfer, equals (Y) the proportion of the transferring Member's Capital Account immediately prior to such transfer (determined as if the Members' Capital Accounts were revalued pursuant to Regulations Section 1.704-1(b)(2)(iv)(f) immediately prior to such transfer) that is attributable to the Units retained by the transferring Member.

SECTION 5.4 Distributions.

(a) Distributions Generally.

(i) Subject to and in accordance with this Section 5.4 (including, for the avoidance of doubt, subject to and in accordance with the limitations set forth in Section 5.4(c)), the Company shall make distributions to the Members as follows:

(A) to the Members holding Convertible Preferred Units, when, as and if declared by the Manager, cumulative preferential cash distributions in an amount equal to the Convertible Preferred Yield per Convertible Preferred Unit. If declared, such distributions will be payable quarterly in arrears, and, if not declared, shall be deemed to have become due quarterly and in arrears, on the first calendar day of January, April, July and October of each year (each a "Convertible Preferred Unit Distribution Payment Date"), commencing on the first of such payment dates to occur following the original date of issuance of each such Convertible Preferred Unit. If any date on which distributions are to be made on the Convertible Preferred Units is not a Business Day, then payment of the distribution to be made on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date. The Members holding Convertible Preferred Units shall not be entitled to any distributions in respect of such Convertible Preferred Units, whether payable in cash, other property or otherwise, in excess of the full cumulative distributions described in this Section 5.4(a)(i)(A), which full cumulative distributions include any unpaid Preferred Accrued Distribution Amounts. For the avoidance of doubt, all Preferred Tax Distributions shall be considered distributions paid pursuant to this Section 5.4(a)(i)(A) or Section 5.4 (a)(i)(B) (as the case may be) for purposes of this Agreement. Any distribution payment made on the Convertible Preferred Units shall (x) first be credited against the earliest accrued but unpaid Preferred Accrued Distribution Amount due with respect to such Convertible Preferred Units which remain payable and (y) not be treated as proceeds with respect to a "disguised sale" within the meaning of Section 707 of the Code and the Regulations thereunder;

(B) to the Members holding Series A Preferred Units, when, as and if declared by the Manager, out of funds legally available therefor, preferential dividends that shall accrue and cumulate as provided in this Section 5.4(a)(i)(B):

(I) Dividends on each Series A Preferred Unit shall accrue on a daily basis at the Series A Preferred Dividend Rate of the Series A Preferred Stated Rate from and including the Series A Preferred Dividend Accrual Commencement Date (which, for the avoidance of doubt, may be prior to the date of this Agreement and prior to the time any Series A Preferred Units have been issued) to and including the date on which the Series A Preferred Liquidation Price or Series A Preferred Redemption Price of such Series A Preferred Unit is paid pursuant to Section 6.2(c)(ii) or Section 3.6, respectively, whether or not such dividends have been declared and whether or not there are any funds of the Company legally available for the payment of dividends, and such dividends shall be cumulative; provided, however, if on the Series A Preferred Dividend Accrual Commencement Date a Series A Preferred Dividend Default exists, then the Series A Preferred Dividend Rate shall accrue in accordance with the terms and subject to the conditions of Section 5.4(a)(i)(B)(II) below, as applicable. Accrued dividends on the Series A Preferred Units shall be payable, in accordance with the terms and conditions set forth in this Section 5.4(a)(i)(B), quarterly on each Series A Preferred Dividend Payment Date, to the holders of record of the Series A Preferred Units as of the close of business on the applicable Series A Preferred Record Date; provided, however, if any such payment date is not a Business Day, then payment of any dividend otherwise payable on that date will be made on the next succeeding day that is a Business Day, without any interest or other payment in respect of such delay. For purposes of determining the amount of dividends "accrued" (i) as of any date that is not a Series A Preferred Dividend Payment Date, such amount shall be calculated on the basis of the foregoing rate per annum for actual days elapsed from the last preceding Series A Preferred Dividend Payment Date (or in the event the first Series A Preferred Dividend Payment Date has not yet occurred, the Series A Preferred Dividend Accrual Commencement Date) to the date as of which such determination is to be made, based on a 365-day year, and (ii) as of any Series A Preferred Dividend Payment Date, such amount shall be calculated on the basis of the foregoing rate per annum, based on a 360-day year of twelve 30-day months.

(II) If the Company fails to pay cash dividends on the Series A Preferred Units in full for any four (4) consecutive or non-consecutive Series A Preferred Dividend Periods, including, without limitation, any failure to pay as a result of Section 5.4(a)(i)(B)(IV) (a "Series A Preferred Dividend Default"), then:

(a) the Series A Preferred Dividend Rate shall increase to the Series A Preferred Penalty Rate, commencing on the first day after the Series A Preferred Dividend Payment Date on which a Series A Preferred Dividend Default occurs and for each subsequent Series A Preferred Dividend Period thereafter; provided, however, that the Series A Preferred Dividend Rate will revert to the Series A Preferred Stated Rate at such time as the Company has paid all LBRD Unpaid Dividends (if any) and all accrued and unpaid dividends (whether or not declared) which pursuant to Section 5.4(a)(i)(B)(V) have been added to and then remain part of the Series A Preferred Liquidation Price as of such date; and

(b) when the Series A Preferred Dividend Default is cured and the Series A Preferred Dividend Rate reverts to the Series A Preferred Stated Rate, each subsequent Series A Preferred Dividend Default shall not occur until the Company has an additional four (4) failures to pay cash dividends on the Series A Preferred Units, whether consecutive or non-consecutive after the prior Series A Preferred Dividend Default has been cured.

For purposes of determining whether the first instance of a Series A Preferred Dividend Default (if any) has occurred after the original issuance of the Series A Preferred Units (but not for any subsequent Series A Preferred Dividend Default), any failure to pay cash dividends by LBRD on shares of the LBRD Series A Preferred Stock pursuant to the LBRD Certificate of Designations on any LBRD Dividend Payment Date shall be considered to have been a failure to pay cash dividends on the Series A Preferred Units on a Series A Preferred Dividend Payment Date pursuant to this Section 5.4(a)(i)(B) until such time as any LBRD Unpaid Dividends no longer remain part of the Series A Preferred Liquidation Price when repaid in accordance with this Section 5.4(a)(i)(B).

(III) If at any time or from time to time the Series A Preferred Stock fails to be Publicly Traded for ninety (90) consecutive days or longer (a "Series A Preferred Listing Default"), then the Series A Preferred Dividend Rate shall increase to the Series A Preferred Penalty Rate, commencing on the day after the Series A Preferred Listing Default and continuing until such time as Charter has cured the Series A Preferred Listing Default by again causing the Series A Preferred Stock to be Publicly Traded, at which time the Series A Preferred Dividend Rate shall revert to the Series A Preferred Stated Rate.

(IV) If, on any Series A Preferred Dividend Payment Date, the Company, pursuant to applicable Law or the terms of any Debt Instrument or Senior Units, shall not have funds legally available to pay or shall otherwise be prohibited or restricted from paying to the holders of the Series A Preferred Units the full Series A Preferred Dividend Amount to which such holders are entitled and to the holders of any Parity Units then entitled to receive payment of a dividend the full amount to which such holders are entitled, the amount available for such payment pursuant to applicable Law and which is not restricted or prohibited by the terms of any Debt Instrument or Senior Units shall be distributed, when and as declared by the Board of Directors, among the holders of the Series A Preferred Units and any Parity Units to which dividends are then owed ratably in proportion to the full amounts to which they would otherwise be entitled.

(V) To the extent the Series A Preferred Dividend Amount is not paid in full on a Series A Preferred Dividend Payment Date for any reason, all dividends (whether or not declared) that have accrued on a Series A Preferred Unit during the Series A Preferred Dividend Period ending on such Series A Preferred Dividend Payment Date and which are unpaid will be added to the Series A Preferred Liquidation Price (as provided in the definition thereof) of such Series A Preferred Unit and will remain a part thereof until such dividends are paid, together with all dividends that have accrued to the date of such payment with respect to that portion of the Series A Preferred Liquidation Price which consists of such accrued and unpaid dividends. Such accrued and unpaid dividends, together with any LBRD Unpaid Dividends, and, collectively, with all unpaid dividends accrued thereon, may be declared and paid at any time (subject to the concurrent satisfaction of any dividend arrearages then existing with respect to any Parity Units), without reference to any regular Series A Preferred Dividend Payment Date, to holders of record as of the close of business on such date, not more than sixty (60) days preceding the payment date thereof, as may be fixed by the Board of Directors and, to the extent LBRD Unpaid Dividends are so paid, they will no longer be a part of the Series A Preferred Liquidation Price.

(VI) So long as any Series A Preferred Units or Convertible Preferred Units, as applicable, shall be outstanding, the Company shall not declare or pay any dividend whatsoever with respect to any Junior Units or any other Parity Units, whether in cash, property or otherwise, nor shall the Company declare or make any distribution on any Junior Units or any other Parity Units, or set aside any cash or property for any such purposes, nor shall any Junior Units or other Parity Units be purchased, redeemed or otherwise acquired by the Company or any of its Subsidiaries, nor shall any monies be paid, set aside for payment or made available for a sinking fund for the purchase or redemption of any Junior Units or other Parity Units, unless and until (i) all dividends to which the holders of the Series A Preferred Units or Convertible Preferred Units, as applicable, shall have been entitled for all current and all previous Series A Preferred Dividend Periods and Convertible Preferred Unit Distribution Payment Dates, as applicable, and all LBRD Unpaid Dividends, shall have been paid or declared and the consideration sufficient for the payment thereof set aside so as to be available for the payment thereof and (ii) the Company shall have paid, in full, or set aside the consideration sufficient for the payment thereof, all redemption payments with respect to the Series A Preferred Units or the Convertible Preferred Units that it is then obligated to pay; provided, however, that nothing contained in this Section 5.4(a)(i)(B)(VI) shall prevent (A) purchases, redemptions or other acquisitions of Junior Units in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors or consultants; (B) purchases of Junior Units pursuant to a contractually binding requirement to buy Units, provided that such contract or plan was entered into prior to the Company's failure to pay dividends on the Series A Preferred Units or distributions on the Convertible Preferred Units (or, in the case of LBRD Unpaid Dividends, prior to or on the date upon which LBRD failed to pay dividends on the LBRD Series A Preferred Stock pursuant to and in accordance with the LBRD Certificate of Designations); (C) exchanges or conversions of any class or series of Junior Units, or the securities of another company, for any other class or series of Junior Units; (D) the purchase of fractional interests in Junior Units pursuant to the conversion or exchange provisions of such Junior Units or the security being converted or exchanged; (E) the payment of any dividends in respect of Junior Units where the dividend is in the form of the same Units as that on which the dividend is being paid; (F) distributions of Junior Units or rights to purchase Junior Units; (G) direct or indirect distributions of equity interests of a Subsidiary or other Person (whether by redemption, dividend, share distribution, merger or otherwise) to all or substantially all of the holders of one or more classes or series of Common Units, on a *pro rata* basis with respect to each such class or series (other than with respect to the payment of cash in lieu of fractional Units), or such equity interests of such Subsidiary or other Person are available to be acquired by such holders of one more classes or series of Common Units (including through any rights offering, exchange offer, exercise of subscription rights or other offer made available to such holders), on a *pro rata* basis with respect to each such class or series (other than with respect to the payment of cash in lieu of fractional Units), whether voluntary or involuntary; (H) stock splits, stock dividends or other distributions, reclassifications, recapitalizations; (I) the declaration and payment of dividends ratably on the Series A Preferred Units and each series or class of Parity Units as to which dividends are payable or in arrears so that the amount of dividends declared and paid per Series A Preferred Unit and per each series or class of such Parity Units are in proportion to the respective total amounts of accrued and unpaid dividends with respect to the Series A Preferred Units and any LBRD Unpaid Dividends, on the one hand, and all such classes and series of Parity Units, on the other hand; (J) the payment of Tax Distributions or the making of Tax Loans pursuant to Section 5.4(b); or (K) payments made pursuant to Section 5.4(a)(i)(A); and

(C) to the Members holding Common Units, *pro rata* in accordance with their respective Percentage Interests, at the times and in the aggregate amounts determined by the Manager; provided that, so long as any Convertible Preferred Units or Series A Preferred Units are outstanding, no distribution of cash or other property shall be authorized, declared, paid or set apart for payment on or with respect to the Common Units, nor shall any Common Units be redeemed, purchased or otherwise acquired for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any such Common Units) by the Company (except for the Exchange of Class B Common Units or Class C Common Units for shares of Class A Common Stock pursuant to the Exchange Agreement) unless, in each case, all unpaid Preferred Accrued Distribution Amounts with respect to the Convertible Preferred Units pursuant to Section 5.4(a)(i)(A) and all unpaid amounts payable with respect to the Series A Preferred Units pursuant to Section 5.4(a)(i)(B) have been or contemporaneously are authorized and paid. The foregoing sentence will not prohibit the payment of Tax Distributions or the making of Tax Loans pursuant to Section 5.4(b).

(ii) The Company may offset damages for a judicially and finally determined breach of this Agreement by a Member whose Membership Interest is liquidated (either upon the resignation of the Member or the liquidation of the Company) against any amount otherwise distributable to the Member.

(iii) Distributions made upon liquidation of the Company shall be made as provided in Section 6.2(c).

(b) Tax Distributions.

(i) Anything to the contrary in this Agreement notwithstanding, subject, in each case, to Section 5.4(c), Section 5.4(b)(ii)(F) and Section 5.4(b)(viii):

(A) (1) At least five (5) days prior to the due date prescribed by the Code for corporations to pay quarterly installments of estimated tax, the Company shall distribute in cash to each Member (or former Member) who held Common Units during such Fiscal Quarter, (x) the weighted average number of Common Units held by such Member (or former Member) from the beginning of the Fiscal Year until the last day of the month prior to the immediately preceding month (e.g., April 30th for a Tax Distribution made with respect to the second Fiscal Quarter), *multiplied by* (y) the estimated Common Per Unit Tax Distribution Amount calculated as of the end of the Fiscal Quarter with respect to which such quarterly installments of estimated tax are due, (2) no later than fifteen (15) days after the Convertible Preferred Unit Distribution Payment Date that follows the end of the applicable Fiscal Quarter, to each Member (or former Member) who held Convertible Preferred Units during such Fiscal Quarter, (x) the weighted average number of Convertible Preferred Units held by such Member (or former Member) during such Fiscal Quarter, *multiplied by* (y) the estimated Convertible Preferred Per Unit Tax Distribution Amount for the Fiscal Quarter with respect to which such quarterly installments of estimated tax are due, and (3) no later than fifteen (15) days after the Series A Preferred Dividend Payment Date that follows the end of the applicable Fiscal Quarter, to each Member (or former Member) who held Series A Preferred Units during such Fiscal Quarter, (x) the weighted average number of Series A Preferred Units held by such Member (or former Member) during such Fiscal Quarter, *multiplied by* (y) the estimated Series A Preferred Per Unit Tax Distribution Amount for the Fiscal Quarter with respect to which such quarterly installments of estimated tax are due. Solely for purposes of calculating a Member's (or former Member's) estimated Common Per Unit Tax Distribution Amount, any Member (or former Member) that held Common Units as of the date specified in clause (1)(x) of this Section 5.4(b)(i)(A) shall be treated as if such Member (or former Member) continued to hold Common Units as of the end of the relevant Fiscal Quarter. Notwithstanding anything to the contrary herein, with respect to the first Fiscal Quarter in which Cox holds Common Units, for purposes of clause (1)(x) of this Section 5.4(b)(i)(A), the weighted average number of Common Units held by Cox for such Fiscal Quarter shall be calculated from the first day of the Fiscal Quarter through the last day of the Fiscal Quarter, assuming for this purpose that from the Closing Date until the end of the Fiscal Quarter, Cox holds the number of Common Units issued to it on the Closing Date.

(B) As promptly as practicable after the end of each Fiscal Year, but in no event later than five (5) days prior to the estimated tax due date of the succeeding fiscal quarter (or, if earlier, any date on which taxes are due in connection with an application for an extension of time to file any tax returns) the Company shall distribute in cash (1) to each Member (or former Member) who held Common Units during such Fiscal Year, (x) the weighted average number of Common Units held by such Member (or former Member) during such Fiscal Year *multiplied by* (y) the Common Per Unit Tax Distribution Amount calculated as of the end of such Fiscal Year, (2) to each Member (or former Member) who held Convertible Preferred Units during such Fiscal Year, (x) the weighted average number of Convertible Preferred Units held by such Member (or former Member) during such Fiscal Year, *multiplied by* (y) the Convertible Preferred Per Unit Tax Distribution Amount for such Fiscal Year, and (3) to each Member (or former Member) who held Series A Preferred Units during such Fiscal Year, (x) the weighted average number of Series A Preferred Units held by such Member (or former Member) during such Fiscal Year, *multiplied by* (y) the Series A Preferred Per Unit Tax Distribution Amount for such Fiscal Year.

(C) Upon the request of a Member (or former Member that is entitled to a Tax Distribution pursuant to Section 5.4(b)(i)(B)) that is subject to CAMT in a Fiscal Year in which Tax Distributions are made pursuant to this Section 5.4(b)(i), the Manager shall calculate such Member's (or former Member's) Common Cumulative Assumed Tax Liability, Convertible Preferred Cumulative Assumed Tax Liability and/or Series A Preferred Cumulative Assumed Tax Liability, as applicable, for such Fiscal Year for purposes of making Tax Distributions pursuant to Section 5.4(b)(i)(B) by reference to, and the Manager and such Member (or former Member) shall cooperate in good faith to determine, such Member's (or former Member's) tax liability under CAMT rules then in effect with respect to AFSI of the Company for such Fiscal Year (such tax liability, such Member's (or former Member's) "CAMT Tax Liability"). Such Member's (or former Member's) Common Cumulative Assumed Tax Liability, Convertible Preferred Cumulative Assumed Tax Liability and/or Series A Preferred Cumulative Assumed Tax Liability, as applicable, shall be equal to such Member's (or former Member's) CAMT Tax Liability attributable to such Member's (or former Member's) Common Units, Convertible Preferred Units, and/or Series A Preferred Units, as applicable, for such Fiscal Year, including for purposes of determining the Common Per Unit Tax Distribution Amount as of the end of such Fiscal Year, the Convertible Preferred Per Unit Tax Distribution Amount and/or the Series A Preferred Per Unit Tax Distribution Amount, as applicable, payable pursuant to Section 5.4(b)(i)(B) (but not, for the avoidance of doubt, for purposes of calculating any amounts payable pursuant to Section 5.4(b)(i)(A)). If a Member's (or former Member's) Common Cumulative Assumed Tax Liability, Convertible Preferred Cumulative Assumed Tax Liability and/or Series A Preferred Cumulative Assumed Tax Liability, as applicable, is so determined, then such Member's (or former Member's) Common Cumulative Assumed Tax Liability, Convertible Preferred Cumulative Assumed Tax Liability and/or Series A Preferred Cumulative Assumed Tax Liability, as applicable, for subsequent Fiscal Years shall take into account any credit against such Member's (or former Member's) regular tax liability available to such Member (or former Member) under CAMT in such Fiscal Years.

(ii) Notwithstanding anything in this Section 5.4(b) to the contrary (other than the immediately following sentence), the Manager may waive, in whole or in part, any or all Common Tax Distributions to which the Charter Member is entitled, provided that such waiver shall be allowed solely to the extent a Common Tax Distribution to the Charter Member would exceed the taxes payable in respect of the Charter Member's applicable estimated, extension, tax return or other tax liability, including any such tax liability of LBRD or which the Charter Member otherwise inherits or agrees to be responsible for in connection with the LBRD Merger and related transactions, and the obligations of Charter or any other member of the Charter Group under the Tax Receivables Agreement (taking into account cash or cash equivalents available for the paying of any such taxes in accordance with Section 4.8(a), Preferred Tax Distributions and net operating loss carryforwards, tax credits, or other tax attributes available to offset such tax liability) (such excess, the "Excess Tax Distribution Amount"). Notwithstanding anything to the contrary herein, (I) if the Waiver Limitation Conditions are satisfied, (1) in no event shall the Manager waive any portion of the Excess Tax Distribution Amount that would cause the Common Per Unit Tax Distribution Amount for the end of the relevant Fiscal Quarter or Fiscal Year to be lower than the greater of (A) the Common Per Unit Excess Cumulative Tax Liability of Cox and (B) the Common Per Unit Excess Cumulative Tax Liability of A/N, in each case, for the end of the relevant Fiscal Quarter or Fiscal Year (such portion of the Excess Tax Distribution Amount not subject to waiver, the "Minimum Tax Pool Amount"), and (2) in connection therewith, Charter shall invoke a Pro-Rata Excess Redemption in accordance with Section 3.2(b)(iv) and Section 5.4(b)(ii)(F) in respect of, and in an amount not less than, such Minimum Tax Pool Amount (such Pro-Rata Excess Redemption, a "Minimum Tax Pool Redemption") and (II) if the Rating Agency Condition is not satisfied but the other Waiver Limitation Conditions are satisfied, the Manager shall agree to limit the waiver of the Excess Tax Distribution Amount to the maximum amount of the Minimum Tax Pool Amount such that the Rating Agency Condition is satisfied, and shall invoke a Pro-Rata Excess Redemption in accordance with Section 3.2(b)(iv) and Section 5.4(b)(ii)(F) in an amount not less than such maximum amount (which redemption shall be a Minimum Tax Pool Redemption hereunder); provided, that in each case of clauses (I) and (II), (x) Charter may invoke a Repurchase Suspension with respect to a Minimum Tax Pool Redemption solely to the extent and solely for so long as any Waiver Limitation Condition is not satisfied (such a Repurchase Suspension, a "Minimum Tax Pool Repurchase Suspension"), and (y) if the Tax Distribution Conditions would not be satisfied following a distribution of the Minimum Tax Pool Amount, Section 5.4(b)(v) through Section 5.4(b)(viii) shall apply. To the extent that the Manager elects to waive Common Tax Distributions pursuant to this Section 5.4(b)(ii):

(A) Such waiver shall reduce the total Common Tax Distribution to the Charter Member under Section 5.4(b)(i) and shall reduce Common Tax Distributions made to all other Members (or former Members) in an amount equal to (x) the reduction to the total Common Tax Distribution to the Charter Member pursuant to this Section 5.4(b)(ii)(A), *divided by* (y) the weighted average number of Common Units held by the Charter Member during the relevant period, *multiplied by* (z) the weighted average number of Common Units held by such Member (or former Member) as of the date of such waiver (the aggregate amount of such reduction with respect to each Member (or former Member), the "Shortfall Amount").

(B) Subject to Section 5.4(b)(ii)(C) and the terms and conditions of the applicable Tax Loan Agreement, each Member (and former Member) that is not a member of the Charter Group shall have the option, in its discretion, by written notice (which may be by email and which may be substantially in the form of a Notice of Borrowing (as defined in the applicable Tax Loan Agreement) or otherwise in accordance with the applicable Tax Loan Agreement) provided to Charter no later than seven (7) days after receipt of the applicable Initial Estimated Quarterly Tax Statement pursuant to Section 7.2(a), to receive or waive an advance (a "Tax Loan") from the Company or its applicable Affiliate, as lender (the "Tax Loan Lender"), under the applicable Tax Loan Agreement up to an amount equal to the lesser of (i) such Member's (or former Member's) Shortfall Amount or (ii) such Member's (or former Member's) Common Excess Cumulative Tax Liability reduced by any Common Tax Distributions to be made to such Member (or former Member) in respect of such period (after any tax distribution waiver by the Manager under Section 5.4(b)(ii) and, for the avoidance of doubt, without duplication of clause (b) of the definition of "Common Excess Cumulative Tax Liability"), it being agreed that the borrower in respect of any such Tax Loan shall be a newly formed special purpose Delaware limited liability company that is a direct or indirect wholly owned subsidiary of such Member (or former Member) (a "Tax Loan Borrower"). Prior to or substantially concurrently with the incurrence of any Tax Loan, the conditions precedent set forth in Section 8(b) of the applicable Tax Loan Agreement shall be satisfied (or waived by the applicable Tax Loan Lender) to the extent required thereby.

(C) Notwithstanding anything to the contrary in Section 5.4(b)(ii)(B), (i) the applicable Tax Loan Lender and the applicable Tax Loan Borrower shall, promptly upon the request (which may be by email) of the applicable Member (or former Member), execute and deliver a Tax Loan Agreement, (ii) the applicable Charter Issuers (as defined in the Tax Loan Agreement), the applicable Tax Loan Lender and the applicable Tax Loan Borrower shall, promptly upon the request (which may be by email) of such Member (or former Member), execute and deliver an Issuer Control Agreement (as defined in such Tax Loan Agreement) in connection with such Tax Loan Agreement, (iii) the applicable Tax Loan Lender, the applicable Tax Loan Borrower and the direct parent of such Tax Loan Borrower shall, promptly upon the request (which may be by email) of such Member (or former Member), execute and deliver a Borrower Control Agreement (as defined in such Tax Loan Agreement) in connection with such Tax Loan Agreement and (iv) the applicable Tax Loan Lender shall fund Tax Loans to the applicable Tax Loan Borrower from time to time in accordance with Section 5.4(b)(ii)(B) and in accordance with the applicable Tax Loan Agreement, subject to the terms and conditions set forth herein and therein. All Tax Loans with respect to a given Member (or former Member) shall be governed by definitive documentation signed by the applicable Tax Loan Lender and Tax Loan Borrower (in the capacities set forth therein), in form and substance substantially consistent with Exhibit H (as amended, restated, supplemented or otherwise modified from time to time as permitted thereunder, a "Tax Loan Agreement"). Notwithstanding anything in this Agreement or the Stockholders Agreement to the contrary, (x) no Collateral shall be deemed to comprise pledged equity for purposes of Section 3.5 of the Stockholders Agreement and (y) no provision of any Tax Loan Agreement or other Loan Document (as defined in the applicable Tax Loan Agreement) shall be construed or deemed to otherwise restrict Cox, A/N, or their respective Affiliates (other than the applicable Tax Loan Borrower, its direct parent party to any Loan Document (as defined in the applicable Tax Loan Agreement) and any of their Subsidiaries, in each case, as specified in the applicable Tax Loan Agreement) from creating, incurring, assuming or permitting to exist any lien on any of their respective assets or property (including stock or other securities). For the avoidance of doubt, (x) in addition to any pledge in favor of the applicable Tax Loan Lender of Collateral that secures any Tax Loan under a Tax Loan Agreement, Cox, A/N and their respective Subsidiaries and Affiliates (other than any Tax Loan Borrower or its direct parent party to any Loan Document (as defined in the applicable Tax Loan Agreement)) may pledge shares of Company Common Stock (as defined in the Stockholders Agreement) and/or Units (in each case, not constituting Collateral) in respect of any Stand Alone Margin Loan or Equity Linked Financing (each as defined in the Stockholders Agreement), respectively, to the extent of fifty percent (50%) of the Company Equity (as defined in the Stockholders Agreement) beneficially owned or held by Cox and its Subsidiaries, collectively, or A/N and its Subsidiaries, collectively, respectively measured at the time of such initial pledge (and not at the time of any amendment, extension, novation or rollover thereof), together with additional shares of Company Common Stock or Units (in each case, not constituting Collateral) to satisfy or, in a commercially reasonable manner, prevent a subsequent margin call, in accordance with Section 3.5 of the Stockholders Agreement and (y) each Tax Loan Lender shall be subject to those limitations on remedies against Company Common Stock (as defined in the Stockholders Agreement) and/or Units set forth in the applicable Tax Loan Agreement or the other "Loan Documents" as defined therein.

(D) Without limiting the last sentence of Section 5.4(b)(ii)(B), to the extent that any Tax Loan Borrower owes any Tax Loans (or accrued and unpaid interest thereon) as of the effective date of a dissolution pursuant to Section 6.2, then, subject to Section 5.4(b)(ii)(E), immediately prior to the distribution of the Company's assets pursuant to such dissolution, an amount of Common Units owned by the applicable Member equal to the lesser of (1) the quotient of (i) the outstanding amount of such Tax Loan Borrower's Tax Loans (including accrued and unpaid interest thereon) *divided by* (ii) the VWAP of the Class A Common Stock for the twenty (20) consecutive Trading Days ending on the date preceding the date of the dissolution, and (2) the amount of Class B Common Units or Class C Common Units that such Member holds, shall be automatically cancelled in satisfaction of an amount of such Tax Loan Borrower's Tax Loans (including accrued and unpaid interest thereon) equal to (x) (i) the number of Common Units so cancelled multiplied by (ii) the VWAP of the Class A Common Stock for the twenty (20) consecutive Trading Days ending on the date preceding the date of the dissolution. Any deemed payment pursuant to this Section 5.4(b)(ii)(D) shall be applied first to the amount of a Tax Loan Borrower's Tax Loans and second to the accrued interest thereon. Such cancellation shall not require any action on the part of any Person, including Charter or the Company.

(E) In the event a Member to which Section 5.4(b)(ii)(D) would otherwise be applicable, Exchanges Class B Common Units or Class C Common Units for shares of Class A Common Stock or cash in connection with an Exchange in connection with, and immediately prior to, a Fundamental Change, then "the VWAP of the Class A Common Stock for the twenty (20) consecutive Trading Days ending on the date preceding the date of the dissolution" shall be replaced with "the fair market value, as determined by the Board of Directors in good faith, of the per share consideration to be received by the holders of the Class A Common Stock in connection with the Fundamental Change."

(F) Notwithstanding anything to the contrary in Section 3.2(b)(iv), if, in respect of any applicable period, any or all Common Tax Distributions to which the Charter Member is entitled are not waived pursuant to Section 5.4(b)(ii), then: if Charter plans to invoke a pro-rata redemption under Section 3.2(b)(iv) using the Excess Tax Distribution Amount (such redemption, a "Pro-Rata Excess Redemption"), then it shall notify each Member that is not a member of the Charter Group in the applicable Initial Estimated Quarterly Tax Statement pursuant to Section 7.2(a), and such Member shall be entitled to determine in its sole discretion, by written notice (which may be by email) provided to Charter no later than seven (7) days after receipt of such Initial Estimated Quarterly Tax Statement, whether to decline to participate in such Pro-Rata Excess Redemption entirely or whether to participate in whole or in part. To the extent such Member elects not to participate in such Pro-Rata Excess Redemption, the Company shall not distribute to such Member the portion of its Common Tax Distribution corresponding to the waived Pro-Rata Excess Redemption (the "Declined Pro-Rata Excess Redemption Amount"), no Common Units of such Member shall be redeemed and the redemptions otherwise contemplated by Section 3.2(b)(iv) (excluding, for the avoidance of doubt, any redemptions in respect of the Declined Pro-Rata Excess Redemption Amount) shall be consummated as promptly as practicable (and, in any case, prior to the Company making any further distributions). Further, to the extent a Member elects not to participate in a Pro-Rata Excess Redemption in whole or in part, then at such Member's option, by written notice (which may be by email and which may be substantially in the form of a Notice of Borrowing (as defined in the applicable Tax Loan Agreement) or otherwise in accordance with the applicable Tax Loan Agreement) provided to Charter no later than seven (7) days after receipt of the applicable Initial Estimated Quarterly Tax Statement pursuant to Section 7.2(a) (the "Response Deadline"), the applicable Tax Loan Lender shall make a Tax Loan under Section 5.4(b)(ii)(B) to such Member in an aggregate principal amount identified by such Member, not to exceed the Declined Pro-Rata Excess Redemption Amount (any such Tax Loan pursuant to this sentence, a "Member Initiated Tax Loan"). Regardless of whether a Member elects to participate in such Pro-Rata Excess Redemption, if the repurchase of Tax Distribution Repurchased Units from such Member pursuant to Section 3.2(b)(iv) in respect of such Pro-Rata Excess Redemption would cause (or would have caused) such Member's Equity Interest (as defined in the Stockholders Agreement) to be less than twenty point two percent (20.2%), in the case of Cox, or nine point two percent (9.2%), in the case of A/N, as applicable (the "Minimum Ownership Threshold"), then, within ten (10) days following the completion of the repurchase of the ETD Repurchase Shares in respect of the applicable Pro-Rata Excess Redemption and prior to the repurchase of any Tax Distribution Repurchased Units from such Member, Charter shall provide notice to such Member of the portion of its Common Tax Distribution corresponding to the amount of its Pro-Rata Excess Redemption that would cause (or would have caused) such Member's Equity Interest to be less than the Minimum Ownership Threshold (such amount of the Common Tax Distribution, the "Minimum Ownership Threshold Distribution Amount") and, at such Member's option, by written notice (which may be by email and which may be substantially in the form of a Notice of Borrowing (as defined in the applicable Tax Loan Agreement) or otherwise in accordance with the applicable Tax Loan Agreement) provided to Charter no later than seven (7) days after receipt of Charter's notice regarding such Minimum Ownership Threshold Distribution Amount, the applicable Tax Loan Lender shall make a Charter Initiated Tax Loan under Section 5.4(b)(ii)(B) to such Member in an aggregate principal amount identified by such Member (not to exceed such Minimum Ownership Threshold Distribution Amount), in lieu of such Member's participation (if any) in such Pro-Rata Excess Redemption in respect of the Minimum Ownership Threshold Distribution Amount.

(G) If one or more Members elect to participate in a Pro-Rata Excess Redemption of the type referred to in Section 5.4(b)(ii)(F) and, following such date, Charter provides written notice to all such Members that it has suspended share repurchases for any reason (or, with respect to a Minimum Tax Pool Redemption, solely in connection with a Minimum Tax Pool Repurchase Suspension and for so long as such Minimum Tax Pool Repurchase Suspension is in effect) and as a result will not complete the repurchase of all ETD Repurchase Shares in respect of the Excess Tax Distribution Amount distributed to the Charter Member (a "Repurchase Suspension"), then, Charter and the Company (as applicable) shall repurchase the remaining ETD Repurchase Shares and Common Units from the Charter Member and any other Member after the applicable Repurchase Suspension is lifted at the ETD Repurchase Price, unless the Company and such Member mutually agree on an alternative treatment. If Charter has not lifted the applicable Repurchase Suspension and completed the repurchase of all ETD Repurchase Shares in respect of any portion of the Excess Tax Distribution Amount distributed to the Charter Member prior to the later of (x) the end of the tax year in which such portion of such Excess Tax Distribution Amount was initially distributed and (y) the end of the sixth (6th) Repurchase Period following the Repurchase Period in which such portion of such Excess Tax Distribution Amount was initially distributed (such date, the "Repurchase Suspension Outside Date"), then (a) the Charter Member shall return such portion of such unused Excess Tax Distribution Amount to the Company, and (b) the Company shall notify the applicable Member in writing (which may be by email) not more than seven (7) days after the Repurchase Suspension Outside Date of such Member's respective Common Tax Distribution corresponding to the remainder of the Excess Tax Distribution Amount (after giving effect to repurchases of ETD Repurchase Shares and Common Units prior to such Repurchase Suspension) (such amount, the "Unused Common Tax Distribution"), provided that (x) if the Repurchase Suspension Outside Date is expected to occur after the end of the tax year in which such portion of such Excess Tax Distribution Amount was initially distributed, the applicable Member or, at its election, a wholly-owned Subsidiary thereof, shall enter into an unsecured, short-term loan agreement, repayable at any time without penalty with the Company on commercially reasonable terms to reflect such Member's (or wholly-owned Subsidiary thereof's) Unused Common Tax Distribution as a short-term non-interest-bearing loan which shall not be due and payable prior to the completion of the transactions contemplated by this Section 5.4(b)(ii)(G) in respect of such Unused Common Tax Distribution and (y) if clause (x) hereof does not apply, then the Unused Common Tax Distribution shall be treated as a contingent advance of the Unused Common Tax Distribution to be paid in accordance with Section 3.2(b)(iv), subject to conversion to a Tax Loan in accordance with Section 5.4(b)(ii)(G)(I) or return to the Company in accordance with Section 5.4(b)(ii)(G)(II), at the applicable Member's election, to the extent of any Unused Common Tax Distribution remaining as of the Repurchase Suspension Outside Date. Each applicable Member shall have the option, in its sole discretion, by written notice (which may be by email and which may be substantially in the form of a Notice of Borrowing (as defined in the applicable Tax Loan Agreement) or otherwise in accordance with the applicable Tax Loan Agreement) (the "Response Notice") provided to the Company no later than three (3) Business Days after receipt of written notice from the Company to:

(I) convert all or a portion of such Member's Unused Common Tax Distribution into a Charter Initiated Tax Loan under Section 5.4(b)(ii)(B) (in an aggregate principal amount equal to the amount of such Member's Unused Common Tax Distribution); provided that the date on which such Tax Loan shall be deemed to be incurred shall in no event be earlier than the Repurchase Suspension Outside Date; or

(II) return to the Company the applicable portion of the Unused Common Tax Distribution that was not converted into a Charter Initiated Tax Loan pursuant to Section 5.4(b)(ii)(G)(I).

(H) For the avoidance of doubt, the Common Tax Distribution shall be paid to the applicable Member (or former Member) in full as and when due in accordance with Section 5.4(b)(i), and no portion of the applicable Member's (or former Member's) Common Tax Distribution shall be (x) required to be repaid to the Company or any of its Affiliates (except as expressly set forth in Section 5.4(b)(ii)(G)(II)) or (y) delayed until the remaining ETD Repurchase Shares and Common Units are repurchased or as a result of the declaration of any Repurchase Suspension.

(I) Notwithstanding anything to the contrary in this Agreement, under no circumstances shall Charter or the Company make any repurchases of ETD Repurchase Shares or Common Units in respect of any portion of the Common Tax Distribution that has been treated as a Tax Loan without the prior written consent of the Tax Loan Borrower under such Tax Loan; provided that, if the Tax Loan Borrower under such Tax Loan consents to such repurchase, then the portion of the Tax Loan attributable to such Common Tax Distribution (including any interest accruing thereon) shall be deemed satisfied upon the redemption of such ETD Repurchase Shares and the corresponding Common Units from such Tax Loan Borrower.

(iii) In the event that the Company pays any Preferred Tax Distribution, the amount treated as distributed shall be deducted from the next succeeding distribution payable pursuant to Section 5.4(a)(i)(A) and Section 5.4(a)(i)(B) with respect to such Member's (or former Member's) Convertible Preferred Units or Series A Preferred Units, as applicable (and, if necessary, from any succeeding distributions thereafter), until such amounts have been fully deducted from such distribution(s) pursuant to Section 5.4(a)(i)(A) or Section 5.4(a)(i)(B) (as the case may be). All Preferred Tax Distributions shall be treated for purposes of this Agreement as having been distributed pursuant to Section 5.4(a)(i)(A) or Section 5.4(a)(i)(B) (as the case may be), whether or not deducted from a succeeding distribution pursuant to this Section 5.4(b)(iii).

(iv) Common Tax Distributions and Preferred Tax Distributions shall have priority over (and shall be made before) any distributions under Section 5.4(a). For the avoidance of doubt, rights to Tax Distributions shall apply to all Members holding Units (and former Members) and with respect to all Units.

(v) If there is insufficient cash to pay the aggregate amount of Tax Distributions that would otherwise be payable in accordance with Section 5.4(b) because, after giving effect to such Tax Distributions, the Tax Distribution Conditions would not be satisfied, then Tax Distributions under Section 5.4(b) shall instead be paid, in the maximum amount such that the Tax Distribution Conditions are satisfied, to all the Members (and former Members) in proportion to their Common Per Unit Excess Cumulative Tax Liability, Series A Preferred Excess Cumulative Tax Liability or Convertible Preferred Excess Cumulative Tax Liability, as applicable.

(vi) If there is insufficient cash to make the aggregate amount of Tax Loans elected pursuant to Section 5.4(b)(ii)(B), Section 5.4(b)(ii)(F) or Section 5.4(b)(ii)(G) because, after giving effect to such Tax Loans, the Tax Distribution Conditions would not be satisfied, Tax Loans under Section 5.4(b)(ii)(B), Section 5.4(b)(ii)(F) and Section 5.4(b)(ii)(G) shall instead be made, in the maximum amount such that the Tax Distribution Conditions are satisfied to all the Members (and former Members) electing Tax Loans in proportion to their Common Per Unit Excess Cumulative Tax Liability, Series A Preferred Excess Cumulative Tax Liability or Convertible Preferred Excess Cumulative Tax Liability, as applicable. Any election made by a Member (or former Member) to receive a Tax Loan under Section 5.4(b)(ii)(B), Section 5.4(b)(ii)(F) or Section 5.4(b)(ii)(G) shall be deemed modified as necessary to account for the amount of Tax Loans made to such Member (or former Member) in accordance with this clause (vi).

(vii) If the Company determines in good faith that, after paying the aggregate amount of Tax Distributions that would otherwise be payable in accordance with Section 5.4(b), there would be insufficient cash to make the aggregate amount of Tax Loans elected pursuant to Section 5.4(b)(ii)(B), Section 5.4(b)(ii)(F) or Section 5.4(b)(ii)(G) because, after giving effect to such Tax Distributions and Tax Loans, the Tax Distribution Conditions would not be satisfied, (x) the Company shall notify the applicable Member (or former Member) in writing as soon as reasonably practicable after making such determination and in any event prior to the applicable Member (or former Member) making an election to receive a Tax Loan under Section 5.4(b)(ii)(B), Section 5.4(b)(ii)(F) or Section 5.4(b)(ii)(G) and (y) Tax Distributions shall be paid in full prior to Charter or the Company making any Tax Loans. Without limiting the foregoing, if the Company makes such a determination and, for any reason, fails to notify the applicable Member (or former Member) that there will be insufficient cash to pay Tax Loans pursuant to Section 5.4(b)(ii)(B), Section 5.4(b)(ii)(F) or Section 5.4(b)(ii)(G) prior to such Member (or former Member) making an election to receive a Tax Loan under Section 5.4(b)(ii)(B), Section 5.4(b)(ii)(F) or Section 5.4(b)(ii)(G), then such Member (or former Member) shall be entitled to change its election.

(viii) Notwithstanding anything to the contrary herein, Charter or the Company shall notify each Member (and former Member) in writing as soon as reasonably practicable upon becoming aware that any one or more of the Tax Distribution Conditions would not or would not reasonably be expected to be satisfied, as and when a Tax Distribution is required or permitted to be made in accordance with this Agreement (provided that failure to timely deliver such notice shall not be deemed admission that the Tax Distribution Conditions are satisfied and shall not require the making of a Tax Distribution if any Tax Distribution Condition is not satisfied). The Company and its Subsidiaries shall act in good faith to cause the Tax Distribution Conditions to be satisfied in accordance with the definition thereof, as and when a Tax Distribution is required to be made in accordance with this Agreement.

(ix) Notwithstanding anything to the contrary herein, upon expiration of the Response Deadline, if a Member (or former Member) (the "Electing Member") (A) elects to receive a Tax Loan under Section 5.4(b)(ii)(B) and another unaffiliated Member (or former Member) does not elect to receive a Tax Loan, in whole or in part, or (B) elects to participate in a Pro-Rata Excess Redemption, in whole or in part, in each case, pursuant to Section 5.4(b)(ii)(F) and another unaffiliated Member declines to participate in a Pro-Rata Excess Redemption, then the Company shall promptly (and in any event within one (1) Business Day after the Response Deadline) give the Electing Member written notice of such different election (which may be by email) setting forth in reasonable detail the election of the other Members (or former Members), and each Electing Member shall then have one (1) Business Day from its receipt of such notice to change its election (in whole or in part), including by requesting a Tax Loan in accordance with the Tax Loan Agreement or by declining to participate in a Pro-Rata Excess Redemption. For the avoidance of doubt, if any Member (or former Member) changes its election, the Tax Loan Lender shall not be required to fund any Tax Loan in respect of such Pro-Rata Excess Redemption to such Member (or former Member) until at least three (3) Business Days after the later of the Response Deadline and the Company's receipt of such Member's different election, and, in any event, no earlier than the funding date specified in the latest notice of borrowing delivered by the applicable Member (or former Member) in accordance with the Tax Loan Agreement.

(x) For purposes of (i) this Section 5.4(b), references to "former Member" are limited to former Members that are entitled to Common Tax Distributions or Preferred Tax Distributions for the relevant period pursuant to Section 5.4(b)(i) and (ii) this Section 5.4(b) (other than Section 5.4(b)(ii)(D) through Section 5.4(b)(ii)(G)), any references to "Member" shall be deemed to include a reference to "former Member" who meets the requirements described in the foregoing clause (i), regardless of whether a "former Member" is expressly referenced.

(c) Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member (or former Member) on account of its interest in the Company if such distribution would violate the Act or other applicable Law. A Member (or former Member) that receives a distribution (i) in violation of this Agreement or (ii) that is required to be returned to the Company under the Act shall return such distribution immediately upon demand therefor by the Manager or the Board of Directors.

(d) Form of Distributions. Except as otherwise set forth in this Agreement, distributions to the Members (or former Members) may be made in cash or in kind, or partly in cash and partly in kind, as determined by the Manager, provided that the form of any distribution shall be identical for all Members holding Common Units (and former Members who held Common Units and are entitled to a Tax Distribution pursuant to Section 5.4(b)(i)).

(e) Withholding of Certain Amounts. The Company may withhold from any distributions otherwise payable to a Member (or former Member) under this Agreement any amount sufficient to satisfy any current or estimated future federal, state, local and foreign withholding tax requirements relating thereto; and any amounts so withheld, and any payment made by the Company or credit received by the Company resulting in items that the Member (or former Member) may use to satisfy the Member's (or former Member's) current or estimated future federal state, local and foreign tax liability, shall be treated as if an amount equal to such withheld amounts or items had been distributed to such Member (or former Member). If such amount is not withheld and the Company is required to pay an amount to any taxing authority, each Member (and former Member) agrees to promptly remit such amount to the Company upon request.

(f) Distributions Made Solely With Respect to Membership Interests. Nothing in this Section 5.4 shall be applied to release any Member from its obligations pursuant to any relationship between the Company and such Member acting in a capacity other than as a Member.

(g) Successors. For purposes of determining the amount of distributions under this Section 5.4, each Member (or former Member) shall be treated as having received amounts received by its predecessors in respect of any of such Member's Units (or former Member's prior Units). Notwithstanding anything in this Agreement to the contrary, any transferee (other than a member of the Charter Group) that receives Common Units shall be treated as if such transferee had received any Tax Loans previously advanced and currently outstanding with respect to such Common Units for purposes of determining such transferee's Tax Distributions for and after the first Fiscal Quarter following such Transfer, including for purposes of Section 5.4(b)(ii)(C).

ARTICLE VI– RESIGNATION; DISSOLUTION; TRANSFER OF MEMBERSHIP INTERESTS; ADMISSION OF NEW MEMBERS

SECTION 6.1 Member Withdrawal. No Member shall have the power or right to withdraw, otherwise resign, or require the repayment of its Capital Contribution (if any) or the redemption of its Units, prior to the dissolution and winding up of the Company, except pursuant to a Transfer of Units permitted under this Agreement as provided in Section 6.3. Notwithstanding the foregoing, the Manager shall not have the power or right to withdraw or otherwise resign without the consent of both (a) the holders of a majority of the Class B Common Units and (b) the holders of a majority of the Class C Common Units (including Class C Common Units issuable upon conversion of the Convertible Preferred Units).

SECTION 6.2 Dissolution.

(a) Events. To the fullest extent permitted by Law and subject to Sections 2.12 and 2.13 of the Stockholders Agreement, so long as the Exchange Agreement is in effect, the Company shall not be dissolved. Following such time and subject to Sections 2.12 and 2.13 of the Stockholders Agreement, the Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(i) the termination of the legal existence or the membership in the Company of the last remaining Member (unless within ninety (90) days, (x) such Member's personal representative or nominee agrees in writing to continue the Company and to be admitted as a Member, or (y) a Member is otherwise admitted in accordance with this Agreement, in each case, effective as of the occurrence of the event that terminated the continued membership of such Member);

(ii) any event that makes it unlawful for all or substantially all of the business of the Company and its Subsidiaries to continue; and

(iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act, provided, however, that no Member or its Affiliates or agents shall apply for entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act at any time that the Exchange Agreement is in effect.

Except as provided in Section 6.2(a), the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company shall not cause a dissolution of the Company, and the Company shall continue in existence subject to the terms and conditions of this Agreement. For the avoidance of doubt, nothing contained in this Agreement shall limit the provisions of Sections 2.12 and 2.13 of the Stockholders Agreement, which shall apply as if set forth in this Agreement.

(b) Actions Upon Dissolution. When the Company is dissolved, the business and property of the Company and its Subsidiaries shall be wound up and liquidated by the Manager or, in the event of the unavailability of the Manager, such other Member or other liquidating trustee as shall be named by the Manager. In such event, the Manager (or such other Member or liquidating trustee, as applicable) shall have the full right and discretion to manage such process, including the power to prosecute and defend suits, collect debts, dispose of property, settle and close the business of the Company and its Subsidiaries, discharge the liabilities of the Company and its Subsidiaries, pay reasonable costs and expenses incurred in the winding up, distribute remaining assets to Members in accordance with this Agreement and execute and file a certificate of cancellation under the Act.

(c) Priority. After the effective date of dissolution of the Company, the assets of the Company shall be distributed in the following manner and order:

(i) *first*, to the satisfaction (whether by payment or the reasonable provision for payment) of the liabilities of the Company to creditors, in the order of priority established by the instruments creating or governing such obligations and to the extent otherwise permitted by Law, including to the establishment of reserves which the Manager or other liquidating trustee as may be selected considers necessary for the reasonable provision for payment for (A) any known contingent, conditional or unmatured contractual claims against the Company, (B) any claim against the Company that is the subject of a pending action, suit or proceeding to which the Company is a party and (C) any claim that is not known to the Company or has not arisen but that, based on the facts known to the Company, is likely to arise or to become known to the Company within ten (10) years after the date of dissolution, which reserves shall be held by the Manager (or other liquidating trustee if applicable) for the purpose of disbursing such reserves in payment in respect of any of the aforementioned claims (provided that at the expiration of such period as the Manager (or other liquidating trustee, if applicable) shall deem advisable, any balance of any such reserves not required to discharge such liabilities or obligations shall be distributed as provided in Section 6.2(c)(ii));

(ii) *second*, (A) to the holders of Convertible Preferred Units *pro rata* according to the number of Convertible Preferred Units held by each such holder until such holder has received the aggregate Liquidation Preference of such Convertible Preferred Units and any unpaid Preferred Accrued Distribution Amounts, after giving effect to all contributions, distributions and allocations for all periods (through the time of such distribution) and (B) to the holders of Series A Preferred Units *pro rata* according to the number of Series A Preferred Units held by each such holder until such holder has received the aggregate Series A Preferred Liquidation Price of such Series A Preferred Units plus all unpaid dividends (whether or not declared) accrued through the date of distribution of amounts payable to holders of Series A Preferred Units in connection with such dissolution of the Company since the immediately preceding Series A Preferred Dividend Payment Date (or, if such date of distribution occurs prior to the first Series A Preferred Dividend Payment Date, since the Series A Preferred Dividend Accrual Commencement Date); and

(iii) *third*, to the Members *pro rata* in accordance with their respective Percentage Interests as of the effective date of such dissolution.

(d) No Recourse. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and shall have no recourse therefor, upon dissolution or otherwise, against any Member or the Manager, except to the extent otherwise provided in the Act, the Exchange Agreement or in this Agreement, including in the event of the breach of this Agreement by the Manager. No Member shall have any right to demand or receive property other than cash upon dissolution of the Company; provided that, for the sake of clarity, the Manager shall have the right to cause the Company to make distributions of property other than cash upon dissolution of the Company based upon the fair market value of such property on the date of distribution, as reasonably determined by the Manager.

(e) Cancellation of Certificate. On completion of the distribution of the Company assets as provided in this Agreement, the Company shall file a certificate of cancellation with the Secretary of State of the State of Delaware and take such other actions as may be necessary to terminate the Company, and the Company shall at such time be terminated.

SECTION 6.3 Transfer by Members.

(a) No Member may Transfer any Units (or any part of its Membership Interest), except as expressly provided in this Section 6.3. A/N and Cox may Transfer Units if and to the extent such Transfer is (i) made in compliance with the Stockholders Agreement and Section 6.3(c), Section 6.3(d), Section 6.3(e) and Section 6.5 of this Agreement, (ii) made in compliance with (x) the Stockholders Agreement and (y) Section 6.3(f) or Section 6.3(g) or (iii) in the case of Common Units, required under the Exchange Agreement. Any member of the Charter Group may Transfer any Class A Common Units or Series A Preferred Units to any other member of the Charter Group. All Transfers required by the Exchange Agreement shall be permitted Transfers hereunder.

(b) Except (i) with respect to the rights of former Members pursuant to Section 4.2(b)(iii) and Section 5.4(b), including the rights to receive Common Tax Distributions or Preferred Tax Distributions pursuant to Section 5.4(b)(i) or Tax Loans pursuant to Section 5.4(b)(ii), as applicable (which shall survive ceasing to be a Member), and (ii) with respect to Transfers of Units allowed under Section 6.3(f) or Section 6.3(g), any Member who Transfers any Units in accordance with this Section 6.3 shall cease to be a Member with respect to the Units so Transferred and shall no longer have any rights or privileges of a Member with respect to the Units so Transferred.

(c) Except with respect to Transfers of Units allowed under Section 6.3(f) or Section 6.3(g) or required pursuant to the Exchange Agreement, any Person who acquires any Units in accordance with this Section 6.3 that is not an existing Member of the Company shall agree to be subject to, and bound by, all of the terms and conditions of this Agreement to which the predecessor in such Units was subject, and by which such predecessor was bound by executing the Joinder Agreement in the form set forth in Exhibit C. No Approved A/N Transferee or Approved Cox Transferee (as applicable) that is a party to a Stand Alone Margin Loan or Equity Linked Financing shall be required to sign the Joinder Agreement in connection with a Transfer of Units allowed under Section 6.3(f) or Section 6.3(g) or any exercise of remedies pursuant thereto (provided that such Person may not become a Member by acquiring Units through a foreclosure in full or partial satisfaction of debt). In the event that such Person fails to do so entirely or fails to do so in a timely manner, such Person shall be deemed by its acceptance of the benefits of the acquisition of such Units to have agreed to be subject to, and bound by, all of the terms and conditions of this Agreement to which the predecessor in such Units was subject, and by which such predecessor was bound, and, only with respect to a Transfer to another A/N Party or another Cox Party, for all purposes shall be deemed to be a Member.

(d) Except with respect to Transfers of Units allowed under Section 6.3(f) or Section 6.3(g) or required pursuant to the Exchange Agreement or Transfers of Units allowed under the third sentence of Section 6.3(a) above, no Transfer shall be given effect and no Member may Transfer any of such Member's Units unless (in addition to such Transfer being otherwise permitted under this Section 6.3) the transferee delivers to the Company the representations set forth in Exhibit E, and the Manager determines, in its reasonable discretion (including obtaining an opinion of counsel, if deemed appropriate by the Manager), that such Transfer or attempted Transfer would not cause the Company to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code; it being understood that such determination shall be made reasonably promptly.

(e) Notwithstanding any provision of this Agreement to the contrary, no Transfer of Units may be made (i) except in compliance with all federal, state and other applicable Laws, including federal and state securities Laws and "blue sky" Laws (other than Transfers to the Company or Charter as required by the Exchange Agreement) and (ii) if such Transfer would cause the Company to become subject to the reporting obligations under the Exchange Act.

(f) Notwithstanding any provision of this Agreement to the contrary, A/N may Transfer or permit the Transfer of (as applicable) all or a portion of its Units at any time, in each case, to the extent permitted under the Stockholders' Agreement, (A) to any Approved A/N Transferee, either (x) in connection with any Equity Linked Financing or Stand Alone Margin Loan, provided that such Transfer does not result in a change of beneficial ownership of the Transferred Units for U.S. federal income tax purposes on the date of such Transfer up to and including the date of an automatic exchange pursuant to Section 3.5(a) of this Agreement and Section 3.5(d) of the Stockholders Agreement (or such earlier time when such Units are exchanged into Class A Common Stock in connection with the exercise of any customary default remedies), or (y) other than in connection with any Equity Linked Financing or Stand Alone Margin Loan, so long as (i) A/N retains voting control over such Units and (ii) such Transfer would not reasonably be expected to result in or constitute a default under any other pledge of Units to which A/N is a party (including, for the avoidance of doubt, any Tax Loan Agreement) or (B) as contemplated by or in connection with the applicable Tax Loan Agreement, including any Transfers to or from the applicable Tax Loan Borrower, the direct parent of the applicable Tax Loan Borrower and/or the Company, as the lender thereunder.

(g) Notwithstanding any provision of this Agreement to the contrary, Cox may Transfer or permit the Transfer of (as applicable) all or a portion of its Units at any time, in each case, to the extent permitted under the Stockholders' Agreement, (A) to any Approved Cox Transferee, either (x) in connection with any Equity Linked Financing or Stand Alone Margin Loan, provided that such Transfer does not result in a change of beneficial ownership of the Transferred Units for U.S. federal income tax purposes on the date of such Transfer up to and including the date of an automatic exchange pursuant to Section 3.5(a) of this Agreement and Section 3.5(d) of the Stockholders Agreement (or such earlier time when such Units are exchanged into Class A Common Stock in connection with the exercise of any customary default remedies), or (y) other than in connection with any Equity Linked Financing or Stand Alone Margin Loan, so long as (i) Cox retains voting control over such Units and (ii) such Transfer would not reasonably be expected to result in or constitute a default under any other pledge of Units to which Cox is a party (including, for the avoidance of doubt, any Tax Loan Agreement) or (B) as contemplated by or in connection with the applicable Tax Loan Agreement, including any Transfers to or from the applicable Tax Loan Borrower, the direct parent of the applicable Tax Loan Borrower and/or the Company, as the lender thereunder.

(h) Any attempted Transfer of Units by any Member not permitted by or made in accordance with this Section 6.3 and Section 6.5 shall, to the fullest extent permitted by Law, be ineffective, null and void.

SECTION 6.4 Admission or Substitution of New Members.

(a) Admission. The Manager shall have the right, but not the obligation, to admit as a new Member, any Person who acquires Units from a Member or from the Company, respectively. Concurrently with the admission of a new Member, the Manager shall forthwith cause any necessary papers to be filed and recorded and notice to be given wherever and to the extent required showing the substitution of a transferee as a Member in place of the transferring Member, or the admission of a new Member, all at the expense, including payment of any professional and filing fees incurred, of the new Member.

(b) Registration of Transfer. In furtherance of the foregoing, with respect to the Convertible Preferred Units, the Company shall maintain a register which, subject to such reasonable regulations as the Manager may prescribe, will provide for the registration and Transfer of Convertible Preferred Units Transferred in accordance with Section 6.3. The Manager may appoint the Transfer Agent to be the registrar and transfer agent for the purposes of registration of the Convertible Preferred Units and Transfers of such Convertible Preferred Units as provided herein. In the absence of manifest error, the register kept by or on behalf of the Company shall be conclusive as to the identity of the holders of the Convertible Preferred Units. Upon surrender of any Convertible Preferred Unit Certificate for registration of Transfer of any Convertible Preferred Units evidenced by Convertible Preferred Unit Certificate in accordance with Section 6.3, the Company shall deliver or cause to be delivered, in the name of the holder of record thereof (or the designated transferee or transferees) one or more new Convertible Preferred Unit Certificate(s) evidencing the same aggregate number of Convertible Preferred Units evidenced by the Convertible Preferred Unit Certificate so surrendered. In the case of any Transfer of Convertible Preferred Units permitted pursuant to Section 6.3, the transferor shall provide the address and other contact information for each transferee as contemplated by Section 8.6. No charge shall be imposed by the Company for such Transfer; provided that, as a condition to the issuance of any new Convertible Preferred Unit Certificate or the registration of any such Transfer, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto.

(c) Conditions. Subject to Section 6.3(c), the admission of any Person as a new Member shall be conditioned upon such Person's written acceptance of and adoption of all of the terms and provisions of this Agreement by execution and delivery of the Joinder Agreement to this Agreement in the form set forth in Exhibit C.

SECTION 6.5 Right of First Offer and Matching Right.

(a) Grant of Right of First Offer. For as long as any Convertible Preferred Units remain outstanding, and subject to the terms and procedures set forth in Section 6.5(b) below, each Cox Party (as applicable, the "Preferred Transferor") hereby grants to the Company a right of first offer (the "Preferred ROFO") over any Transfer of Convertible Preferred Units proposed to be Transferred (including to any A/N Party) by any Cox Party (other than (i) a Transfer to any other Cox Party, (ii) a Transfer (or deemed Transfer) effected by a Cox Party in compliance with Section 3.5(c) or Section 3.5(d) of the Stockholders Agreement and any exercise of remedies by a financial institution party to the respective Stand Alone Margin Loan or Equity Linked Financing pursuant to the terms thereof (for the avoidance of doubt, no Preferred ROFO applies to any foreclosure sale and/or appropriation of any shares of Company Common Stock issuable upon exchange of the Convertible Preferred Units pledged in compliance with Section 3.5(c) or Section 3.5(d) of the Stockholders Agreement), or (iii) a Preferred Private Placement Offering that is conducted in compliance with this Section 6.5) (a "ROFO Covered Transfer").

(b) Terms and Procedures. For as long as any Convertible Preferred Units remain outstanding, the Preferred Transferor shall not effect a ROFO Covered Transfer, unless it shall first comply with the following provisions:

(i) If at any time a Preferred Transferor proposes to effect a ROFO Covered Transfer, then such Preferred Transferor shall promptly give the Company written notice of the Preferred Transferor's intention to make a ROFO Covered Transfer (the "Preferred ROFO Notice"). The Preferred ROFO Notice shall specify (i) the number of Convertible Preferred Units to be Transferred ("Offered Preferred Units") and (ii) the minimum cash price per Offered Preferred Unit that the Preferred Transferor is willing to accept (the "ROFO Specified Price").

(ii) Within ten (10) Business Days following the Company's receipt of a Preferred ROFO Notice, the Company may irrevocably accept, by written notice to the Preferred Transferor (the "Company ROFO Acceptance Notice"), to acquire all, but not less than all, of the Offered Preferred Units specified in the Preferred ROFO Notice at the ROFO Specified Price and on the other terms and conditions set forth in the Preferred ROFO Notice. If a Company ROFO Acceptance Notice is not delivered by the Company to the Preferred Transferor within such ten (10) Business Day period, then the Company will be deemed to have waived the Preferred ROFO with respect to the Offered Preferred Units to the extent set forth in Section 6.5(b)(iv). For the avoidance of doubt, during such ten (10) Business Day period, the Preferred Transferor may not effect a ROFO Covered Transfer (unless prior to the expiration thereof, the Company provides written notice to the Preferred Transferor that it is expressly waiving the Preferred ROFO with respect to the Offered Preferred Units).

(iii) Upon delivery of a Company ROFO Acceptance Notice, the Company will be obligated to buy, and the Preferred Transferor will be obligated to sell, the Offered Preferred Units specified in the Company ROFO Acceptance Notice at the ROFO Specified Price. The closing of such sale and purchase (the "ROFO Closing") shall occur at such time and place as the parties thereto may agree, but in any event no later than the tenth (10th) Business Day after the Company ROFO Acceptance Notice is delivered to the Preferred Transferor, or, if later, five (5) Business Days after receipt of all material required governmental and regulatory approvals for such sale and purchase. For the avoidance of doubt, during such period, the Preferred Transferor may not effect a ROFO Covered Transfer to anyone except for the Company. If any ROFO Closing does not occur within the time limits set forth in this Section 6.5(b)(iii) as a result of bad faith actions or inactions of the Company, Charter or any of their respective Subsidiaries, or the receipt of any such governmental or regulatory approval, if any, is materially delayed due to the failure by the Company, Charter or any of their respective Subsidiaries to use reasonable best efforts to obtain such approvals, then the Preferred Transferor shall be free to effect a ROFO Covered Transfer of any or all of the Offered Preferred Units subject to the associated Company ROFO Acceptance Notice at any price and clauses (a) and (b) of this Section 6.5 will terminate and be of no force or effect with respect to any future Transfer of Convertible Preferred Units by any Cox Party.

(iv) If the Company has waived, or is deemed to have waived, the Preferred ROFO, the Preferred Transferor shall be free to effect a ROFO Covered Transfer of all of the Offered Preferred Units with respect to which the Company has, or is deemed to have, waived the Preferred ROFO, during the period of thirty (30) Business Days following the expiration of the ten (10) Business Day period specified in clause (ii) above for a price that is equal to or greater than the ROFO Specified Price. Any such Offered Preferred Units in respect of which the Preferred Transferor has not effected a ROFO Covered Transfer prior to the expiration of such thirty (30) Business Day period shall thereafter again be subject to all of the terms and conditions of this Section 6.5 with respect to any ROFO Covered Transfer.

(c) If at any time a Preferred Transferor proposes to effect a Preferred Private Placement Offering:

(i) Such Preferred Transferor shall promptly give the Company written notice of the Preferred Transferor's intention to do so (the "Preferred Private Placement Notice"), specifying the number of Convertible Preferred Units to be Transferred in the Preferred Private Placement Offering (the "Private Placement Preferred Units").

(ii) For ten (10) Business Days following the Company's receipt of a Preferred Private Placement Notice (the "Preferred Private Placement ROFO Period"), the Company and the Preferred Transferor(s) will cooperate in good faith and use their respective reasonable best efforts to agree on updated assumptions in the categories set out on Exhibit G for the calculation of a then-current per-unit value of a Convertible Preferred Unit, based on market conditions as of the applicable time (the "Preferred Updated Valuation"). Other than the agreed updates to such assumptions set out on Exhibit G, the Preferred Updated Valuation will be calculated based on the same Kynex-based methodology used to produce the valuation that determined the table set forth in Exhibit F.

(iii) Prior to the expiration of the Preferred Private Placement ROFO Period, the Company may, but is not obligated to, make a binding, irrevocable offer to purchase the Private Placement Preferred Units entirely for cash, without any financing or other contingency other than receipt of all material required governmental and regulatory approvals for such purchase, either (A) in an amount per unit greater than or equal to the Preferred Updated Valuation (a "Preferred At the Market Offer"), or (B) in an amount per unit less than the Preferred Updated Valuation or in any amount if no Preferred Updated Valuation is agreed (a "Preferred Other Offer"). The amount per unit set forth in any Preferred Other Offer shall be determined by the Company in good faith, and the Preferred Other Offer shall include the Company's reasoning for the amount offered.

(iv) Upon delivery of a Preferred At the Market Offer, the Company will be obligated to buy, and the Preferred Transferor(s) will be obligated to sell, the Private Placement Preferred Units at the price specified in such Preferred At the Market Offer.

(v) Following delivery of a Preferred Other Offer, the Preferred Transferor(s) shall be permitted to pursue a Preferred Private Placement Offering of the Private Placement Preferred Units that would provide the Preferred Transferor(s) with net proceeds per unit greater than the amount per unit set forth in the Preferred Other Offer for a period of 21 Business Days following such delivery (the "Preferred Private Placement Offering Period"). Throughout the Preferred Private Placement Offering Period, the Preferred Transferor(s) shall keep the Company apprised on a current basis of the progress of the Preferred Private Placement Offering, including the anticipated time of pricing, and permit the Company to participate as a potential buyer in the Preferred Private Placement Offering. At any time prior to 28 hours prior to the anticipated pricing of the Preferred Private Placement Offering, the Company may, but shall not be obligated to, deliver an updated Preferred Other Offer on the same terms as the then-existing Preferred Other Offer except setting forth an all cash amount per unit higher than the then-existing Preferred Other Offer. If, at the pricing of the Preferred Private Placement Offering, proceeds (net of any underwriters' discounts or commissions) per unit to the Preferred Transferor(s) would be less than or equal to the amount per unit set forth in the Preferred Other Offer (taking into account any updates made prior to 28 hours prior to such pricing), then the Preferred Transferor(s) will be obligated to sell, and the Company will be obligated to buy, the Private Placement Preferred Units at the price specified in the Preferred Other Offer (taking into account any updates made prior to 28 hours prior to such pricing). If, at the pricing of the Preferred Private Placement Offering, proceeds (net of any underwriters' discounts or commissions) per unit to the Preferred Transferor(s) would be greater than the amount per unit set forth in the Preferred Other Offer (taking into account any updates made prior to 28 hours prior to such pricing), then the Preferred Transferor(s) shall be permitted to consummate the Preferred Private Placement Offering at a price (net of underwriters' discounts and commissions) that is at or above the price set forth in the Preferred Other Offer. At any time during the Preferred Private Placement Offering, the Preferred Transferor(s) may, but are not obligated to, abandon the Preferred Private Placement Offering and accept the then-existing Preferred Other Offer. If the Company updates its Preferred Other Offer in accordance with this paragraph, the Company will also pay the reasonable fees and expenses of the advisors of the Preferred Transferor(s) in the marketing process of the Preferred Private Placement Offering.

(vi) If the Company does not make any Preferred At the Market Offer or Preferred Other Offer before the expiration of the Preferred Private Placement ROFO Period, the Preferred Transferors shall be free to pursue and consummate a Preferred Private Placement Offering for a period of 21 Business Days following the expiration of the Preferred Private Placement ROFO Period without any restraint as to pricing. The Preferred Transferor(s) shall permit the Company to participate as a potential buyer in the Preferred Private Placement Offering.

(vii) The closing of any sale by Preferred Transferor(s) and purchase by the Company in accordance with clauses (iv) and (v) of this Section 6.5(c) shall occur at such time and place as the parties thereto may agree, but as promptly as reasonably practicable and in any event no later than the tenth (10th) Business Day after the obligation to purchase and sell becomes effective, or, if later, five (5) Business Days after receipt of all material required governmental and regulatory approvals for such sale and purchase. For the avoidance of doubt, during such period, the Preferred Transferor may not effect a Preferred Private Placement Offering. If (A) any such purchase and sale does not occur within the time limits set forth in this Section 6.5(c)(vii) as a result of bad faith actions or inactions of the Company, Charter or any of their respective Subsidiaries, or (B) the receipt of any such governmental or regulatory approval, if any, is materially delayed due to the failure by the Company, Charter or any of their respective Subsidiaries to use reasonable best efforts to obtain such approvals, then the Preferred Transferor shall be free to pursue and consummate a Preferred Private Placement Offering of any or all of the Private Placement Preferred Units that were to be so purchased and sold without any restraint as to pricing and, in the case of the foregoing clause (A), this Section 6.5(c) will terminate and be of no force or effect with respect to any future Transfer of Convertible Preferred Units by any Cox Party.

ARTICLE VII – REPORTS TO MEMBERS; TAX MATTERS

SECTION 7.1 Books of Account. Appropriate books of account shall be kept by the Company and its Subsidiaries, in accordance with the generally accepted accounting principles of the United States, at the principal place of business of the Company, and each Member shall have access to all books, records and accounts of the Company and its Subsidiaries and the right to make copies thereof for any purpose reasonably related to the Member's interest as a member of the Company, in each case, under such conditions and restrictions as the Manager may reasonably prescribe.

SECTION 7.2 Reports. All references to Members in this Section 7.2 refer to only those Members holding at least one percent (1%) of the Convertible Preferred Units or Common Units (as applicable) then held by all Members.

(a) Quarterly Tax Reports. As promptly as possible, but in no event later than fifteen (15) days prior to the estimated tax due date of each fiscal quarter (i.e., no later than March 31, May 31, August 31 and November 30) the Manager shall cause to be prepared and delivered substantially concurrently to each Member estimated statements of the Common Per Unit Tax Distribution Amount for the end of such Fiscal Quarter, the Convertible Preferred Per Unit Tax Distribution Amount and the Series A Preferred Per Unit Tax Distribution Amount for such fiscal quarter, as applicable, the calculation of the Assumed Tax Rate, and the estimated taxable income (or estimated AFSI) to be allocated to such Member with respect to such fiscal quarter in order to permit such Member to pay quarterly installments of estimated tax (each, an "Initial Estimated Quarterly Tax Statement"), which Initial Estimated Quarterly Tax Statement shall state, as applicable, (1) whether the Manager has elected to waive Common Tax Distributions pursuant to Section 5.4(b)(ii) and the resulting Shortfall Amount and/or (2) whether Charter has elected to invoke a Pro-Rata Excess Redemption pursuant to Section 5.4(b)(ii)(F). Solely to the extent necessary to reflect changes to the information set forth in the applicable Initial Estimated Quarterly Tax Statement, as promptly as possible, but in no event later than five (5) days prior to the estimated tax due date of each fiscal quarter (i.e., no later than April 10, June 10, September 10 and December 10), the Manager shall cause to be prepared and delivered to each Member revised statements of the Common Per Unit Tax Distribution Amount for the end of such Fiscal Quarter (or Fiscal Year, if applicable), the Convertible Preferred Per Unit Tax Distribution Amount and the Series A Preferred Per Unit Tax Distribution Amount for such fiscal quarter, as applicable, the calculation of the Assumed Tax Rate, and the estimated taxable income (or estimated AFSI) to be allocated to such Member with respect to such fiscal quarter in order to permit such Member to pay quarterly installments of estimated tax.

(b) Schedules K-1. Within sixty (60) days after the close of each taxable year, the Manager shall cause to be provided to each Member an estimate of taxable income for such taxable year. Within two hundred and ten (210) days after the close of each taxable year, the Manager shall cause to be provided any completed IRS Schedule K-1 and such other financial, tax or other information (including information required for such Member to comply with the CAMT rules) as reasonably requested by a Member to comply with any applicable public disclosure, external financial reporting, federal, state or local tax filings or any other legal requirements to which such Member is subject.

(c) Members' Tax Filings. To the extent permitted by the Code, each Member agrees to file all tax returns consistently with the treatment of the Company as a partnership with respect to the determination of the taxable income of the Company.

(d) Access to Information. The Manager shall not have the authority to withhold any confidential information from the Members. Any Member shall have the right to access any information of the Company on a reasonable basis so long as the Member keeps such information confidential pursuant to Section 8.4. The Manager will use commercially reasonable efforts to promptly provide any Member with information reasonably requested by such Member to prepare U.S. federal income tax returns and any state, local or foreign income tax returns (including information required for such Member to comply with the CAMT rules). The Manager will use commercially reasonable efforts to promptly provide any additional financial and accounting information reasonably requested by any Member to support its quarterly reporting requirements.

(e) Determinations. All determinations, valuations and other matters of judgment required to be made for non-tax accounting purposes under this Agreement shall be made in the Manager's sole discretion.

SECTION 7.3 Fiscal Year. The fiscal year of the Company (the "Fiscal Year") shall end on December 31 of each calendar year unless otherwise determined by the Manager in accordance with Section 706 of the Code.

SECTION 7.4 Certain Tax Matters.

(a) Certain Tax Elections.

(i) Partnership Treatment. The Company shall not file any election pursuant to Regulations Section 301.7701-3(c) to be treated as an entity other than a partnership. The Company shall not elect, pursuant to Section 761(a) of the Code, to be excluded from the provisions of subchapter K of the Code. If requested by the Manager, each Member agrees to provide the Company with such assistance as would be required (including signing any election forms) to cause any new direct or indirect Subsidiaries acquired by the Company or any of its Subsidiaries or organized by the Company or any of its Subsidiaries to elect to be treated as a partnership or disregarded entity for U.S. federal tax purposes, such election to be effective on or before the date such new Subsidiary is acquired or organized.

(ii) Elections by the Company. Except as otherwise provided in Section 7.4(a)(i), relating to the tax classification of the Company, Section 7.4(a)(v), relating to Section 754 elections, and Section 7.4(f), relating to CAMT methods, the Manager may make, but shall not be obligated to make, any tax election provided under the Code, or any provision of state, local or foreign tax Law. All decisions and other matters concerning the computation and allocation of items of income, gain, loss, deduction and credit among the Members, and accounting procedures not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Manager. Any determination made pursuant to this Section 7.4(a)(ii) by the Manager shall be conclusive and binding on all Members.

(iii) Elections by Members. Without the consent of the Manager, no Member shall make the election provided by Section 732(d) of the Code, relating to the basis of property distributed by a Company to certain Members. In the event any Member makes any tax election that requires the Company to furnish information to such Member to enable such Member to compute its own tax liability, or requires the Company to file any tax return or report with any tax authority, or adjust the basis of Company property, in any case that would not be required in the absence of such election made by such Member, the Manager may, as a condition to furnishing such information, or filing such return or report, or making such basis adjustment, require such member to pay to the Company any incremental expenses incurred in connection therewith.

(iv) Member Obligations. Promptly upon request, each Member shall provide the Manager with any information related to such Member necessary to allow the Company to comply with any tax reporting, tax withholding or tax payment obligations of the Company.

(v) Section 754 Elections. A valid election pursuant to Section 754 of the Code has been made for the first relevant taxable year during which a distribution of partnership property or transfer of a partnership interest occurred and shall be in full effect in respect of the Company, and no Member shall take any action to affect the effectiveness or validity of such election. In addition:

(A) the Manager shall make such adjustments to the definition of Gross Asset Value and Net Income and Net Loss, and to the Regulatory Allocations required by Section 5.3(c) as are necessary to carry out the provisions of Regulations Section 1.704-1(b)(2)(iv)(m)(2) and 1.704-1(b)(2)(iv)(m)(4); and

(B) a Member who acquires any Units shall furnish to the Manager such information as the Manager shall reasonably require to enable it to compute the adjustments required by Sections 743 and 755 of the Code and the Regulations thereunder.

(vi) Section 721(c) Partnership. The Charter Group and the Manager shall ensure that (i) the Company is not treated as a "section 721(c) partnership" and (ii) no foreign person related to any member of the Charter Group is a "direct or indirect partner" in the Company, in each case, within the meaning of Regulations Section 1.721(c)-1.

(b) Preparation of Returns. The Manager shall cause to be prepared all federal, state, and local tax returns of the Company for each year for which such returns are required to be filed and shall cause such returns to be timely filed. Except to the extent otherwise expressly provided in this Agreement, the Manager shall determine the appropriate treatment of each item of income, gain, loss, deduction and credit of the Company and the accounting methods and conventions under the tax Laws of the United States, the several states and other relevant jurisdictions as to the treatment of any such item or any other method or procedure related to the preparation of such tax returns. Notwithstanding the foregoing, with respect to any allocation under Section 704(c) of the Code, (a) the Manager shall provide the draft allocation and supporting calculations in sufficient detail to A/N and Cox reasonably in advance of any applicable filing due date (taking into account any applicable extensions) for A/N's and Cox's review; and (b) the Manager shall consider in good faith any of A/N's and Cox's comments thereon; it being understood that if the Manager, A/N and Cox, to the extent applicable, are unable to reach an agreement with respect to any allocation under Section 704(c) of the Code, the Manager's determination shall control. The Company shall prepare and file all returns and reports, and maintain all records, as may be necessary to implement and comply with any election or method made pursuant to Section 7.4(f) of this Agreement.

(c) Tax Matters Member.

(i) Designation and Powers. The partnership representative within the meaning of Section 6223(a) of the Code, and the tax matters partner within the meaning of Section 6231(a)(7) of the Code prior to the amendment by the Bipartisan Budget Act of 2015 (the "Pre-Amendment Code"), shall be, in each case, the Manager or the Manager's designee (the "Tax Matters Member"). The Tax Matters Member shall have all of the rights, authority and power, and shall be subject to all of the obligations, as applicable, of a tax matters partner to the extent provided in the Pre-Amendment Code and the Regulations relating to the Pre-Amendment Code, and of a partnership representative to the extent provided in the Code and Regulations. The Tax Matters Member shall take such action as may be reasonably necessary to cause each other eligible Member to become a "notice partner" within the meaning of Section 6231(a)(8) of the Pre-Amendment Code. To the extent and in the manner provided by applicable Code sections and Regulations thereunder, the Tax Matters Member (i) shall furnish the name, address, profits interest and taxpayer identification number of each Member to the IRS and (ii) shall keep the Members informed of all administrative and judicial proceedings for the adjustment of Company items required to be taken into account by a Member for income tax purposes.

(ii) Member Retained Rights. The Tax Matters Member shall notify the other Members, within forty-five (45) Business Days after it receives notice from the IRS (or any state or local tax authority), of any administrative proceeding with respect to an examination of, or proposed adjustment to, any Company income tax items pursuant to a federal income tax proceeding or that would reasonably be expected to result in a material increase in the income tax liability of one or more Members. The Tax Matters Member shall provide the other Members with notice of its intention to extend the statute of limitations or file a tax claim in any court, with respect to a federal income tax proceeding of the Company or a tax proceeding that would reasonably be expected to result in a material increase in the income tax liability of one or more Members, at least twenty (20) days before taking such action. In the event that the other Members notify the Tax Matters Member of their intention to represent themselves, or to obtain independent counsel and other advisors to represent them, in connection with any such examination, proceeding or proposed adjustment, the Tax Matters Member agrees to supply the other Members and their counsel and other advisors, as the case may be, with copies of all written communications received by the Tax Matters Member with respect thereto, together with such other information as they may reasonably request in connection therewith. The Tax Matters Member further agrees, in that event, to cooperate with the other Members and their counsel and other advisors, as the case may be, in connection with their separate representation, to the extent reasonably practicable and at the sole cost and expense of such other Members. In addition to the foregoing, the Tax Matters Member shall notify the other Members at least twenty (20) days prior to submitting a request for administrative adjustment on behalf of the Company with respect to a federal income tax proceeding or that would reasonably be expected to result in a material increase in the income tax liability of one or more Members.

(iii) State and Local Tax Law. If any state or local tax Law provides for a tax matters partner, partnership representative or person having similar rights, powers, authority or obligations, the Tax Matters Member shall also serve in such capacity. In all other cases, the Tax Matters Member shall represent the Company in all tax matters to the extent allowed by Law.

(iv) Expenses of the Tax Matters Member. All reasonable out-of-pocket expenses incurred by the Tax Matters Member in its capacity as such shall be borne by the Company as an ordinary expense of its business. Such expenses shall include fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs.

(v) Inconsistent Return Positions. No Member shall file a notice with the IRS under Section 6222(b) of the Pre-Amendment Code in connection with such Member's intention to treat an item on such Member's federal income tax return in a manner that is inconsistent with the treatment of such item on the Company's federal income tax return, unless such Member has, not less than thirty (30) days prior to the filing of such notice, provided the Tax Matters Member with a copy of the notice and thereafter in a timely manner provides such other information related thereto as the Tax Matters Member shall reasonably request.

(vi) Election into TEFRA. In the event that the Company is not subject to the consolidated audit rules of Sections 6221 through 6234 of the Pre-Amendment Code, during any Fiscal Year, then so long as such rules remain in effect, each Person who was a Member at any time during such Fiscal Year hereby agrees to sign an election pursuant to Section 6231(a)(1)(B)(ii) of the Pre-Amendment Code and Section 301.6231(a)(1)-1(b)(2) of the Regulations thereunder, to be filed with the Company's federal income tax return for such Fiscal Year to have such consolidated audit rules apply to the Company.

(d) Bipartisan Budget Act of 2015 Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the Bipartisan Budget Act of 2015 (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018. For any year for which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will (i) elect the alternative procedure under Section 6226 of the Code and any corresponding provision of state and local law, and furnish to the Internal Revenue Service and/or other relevant taxing authorities and each partner of the Company during the year or years to which the notice of final partnership adjustment relates a statement of the partner's share of any adjustment set forth in the notice of final partnership adjustment or (ii) with respect to any Fiscal Year beginning after the Closing Date, otherwise resolve any audit brought under the BBA Procedures in any manner in accordance with the BBA Procedures as agreed by the Members.

(e) Treatment of the Contributions.

(i) The Members acknowledge and agree that, for income tax purposes, (A) each of MTN Infrastructure TopCo Blocker, LLC, Fiber Platform Holdings, LLC, Fiber Platform Blocker, LLC, Fiber Platform, LLC and RapidScale, LLC (collectively, the "NewCo Subsidiaries") is, as of the NewCo Contribution Closing Date, a disregarded entity pursuant to Regulations Section 301.7701-3 (or alternatively, in the case of Fiber Platform LLC, a partnership), and that for income tax purposes, each of the NewCo Contributions shall be treated as a contribution of all of the assets of the applicable NewCo Subsidiary as of the NewCo Contribution Closing Date, subject to the liabilities of the applicable NewCo Subsidiary (collectively, the "NewCo Contributed Property"), (B) the issuance of Common Units in connection with each of the NewCo Contributions in respect of the NewCo Contributed Property pursuant to the NewCo Contribution Agreement shall be treated as a transaction described in Section 721 of the Code, and (C) the distribution of a portion of the proceeds of the "Borrowing" (as defined in the Transaction Agreement) by the Company to the Charter Member, including cash sufficient to fund the payments described in Section 2.3(a)(i) of the Transaction Agreement, shall be treated as a distribution in redemption of the Charter Member's Common Units governed by Section 731 of the Code and as a "debt-financed transfer" under Regulations Section 1.707-5(b)(1) (which is not subject to the "disguised sale" rules of Section 707 of the Code and the Regulations thereunder) to the extent financed by the "Borrowing" (as defined in the Transaction Agreement).

(ii) The Members acknowledge and agree to treat the transactions and entities described in Section 5.21(a) and (b) of the Transaction Agreement in accordance with Section 5.21(a) and (b) of the Transaction Agreement.

(iii) The Members acknowledge and agree that, for income tax purposes, the liabilities assumed by the Company in connection with the LBRD Merger shall be treated as qualified liabilities as described in Regulations Section 1.707-5 to the maximum extent permitted pursuant to applicable Law.

(iv) The Members acknowledge that, for income tax purposes, transfers of money or other consideration by the Company to any Cox Party or to members of the Charter Group (including distributions and deemed distributions) shall be treated as reimbursement for capital expenditures to the extent permitted by Regulations Section 1.707-4(d) but only to the extent that the Cox Party or the Charter Group, as applicable, provides information reasonably satisfactory to the Manager (or the Manager's accountants) with respect to such expenditures.

(v) Without limitation of any other information rights held by the Cox Parties, the Manager will use commercially reasonable efforts to provide any Cox Party with information reasonably requested by such Cox Party to determine whether and to what extent transfers of money or other consideration by the Company to any Cox Party may be considered either an "operating cash flow distribution" as defined under Regulations Section 1.707-4(b)(2) or a "debt-financed transfer" under Regulations Section 1.707-5(b).

(f) CAMT Partnership Methods. The Manager shall reasonably cooperate with the other Members in selecting for CAMT purposes a method of determining AFSI and any other relevant CAMT items for any Taxable Period, provided that, the Manager shall use reasonable best efforts to select a CAMT method that would result in Cox minimizing AFSI on its Contribution (as defined in the Transaction Agreement) to the Company (taking into account allocations and distributions related to such Contribution). Each Member hereby agrees to provide any written consent or take any other action, in each case reasonably necessary to effect any CAMT election which the Manager has determined to make pursuant to this Section 7.4(f).

(g) For the avoidance of doubt and notwithstanding any provision to the contrary contained in this Agreement, the provisions of this Agreement related to taxes, including Section 5.3, Section 5.4(b) and this Section 7.4, shall be subject to Section 2.13 of the Stockholders Agreement.

ARTICLE VIII– MISCELLANEOUS

SECTION 8.1 Exhibits. Without in any way limiting the provisions of Section 7.2, the Manager may from time to time execute on behalf of the Company and deliver to the Members exhibits which set forth the then-current Capital Account balances of each Member and any other matters deemed appropriate by the Manager or required by applicable Law. Such exhibits shall be for information purposes only and shall not be deemed to be part of this Agreement for any purpose whatsoever.

SECTION 8.2 Governing Law; Severability; Selection of Forum; Waiver of Trial by Jury. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate, this Agreement shall control; in the event of a direct conflict between the provisions of this Agreement and any mandatory provision of the Act, the applicable provision of the Act shall control. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or circumstance, is invalid or unenforceable to any extent, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, and such invalidity or unenforceability shall not affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction. Each party agrees that it shall bring any action, suit, demand or proceeding (including counterclaims) in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby, exclusively in the Court of Chancery of the State of Delaware or, solely if that court does not have subject matter jurisdiction, any federal court sitting in the State of Delaware (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the transactions contemplated hereby (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action, suit, demand or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action, suit, demand or proceeding shall be effective if notice is given in accordance with Section 8.6. Each party irrevocably waives any and all right to trial by jury in any action, suit, demand or proceeding (including counterclaims) arising out of or related to this Agreement or the transactions contemplated hereby.

SECTION 8.3 Successors and Assigns; No Third-Person Beneficiaries. This Agreement is binding upon the parties to this Agreement and their respective permitted successors and assigns. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and each of their respective permitted successors and assigns and other than the Covered Persons with respect to Section 4.6.

SECTION 8.4 Confidentiality. The Company shall use reasonable best efforts to preserve the confidentiality of the confidential information of the Company and its Subsidiaries. By executing this Agreement, for the period during which a Member is a party to this Agreement and for two (2) years thereafter, each Member expressly agrees to maintain the confidentiality of, and not to disclose to any Person other than the Company or its Subsidiaries, another Member or any of their respective financial advisors, accountants, attorneys or other advisors, without the consent of Manager but subject to the first sentence of this Section 8.4, any information relating to the business, financial structure, financial position or financial results, customers, suppliers or affairs of the Company and its Subsidiaries, except (i) as otherwise required by Law or by any Government Entity or Self-Regulatory Organization having jurisdiction over such Members; provided that the disclosing Member will exercise reasonable best efforts to minimize disclosure of such information that is confidential or proprietary and to seek confidential treatment for any such information to the maximum extent permissible, (ii) the delivery by a Member of financial statements of the Company and its Subsidiaries to its direct or indirect partners, stockholders or members, provided that such parties are bound by appropriate confidentiality provisions, including in their ability to use such information, (iii) the disclosure of any information that was or becomes available to such Member on a non-confidential basis from a source other than the Company or its representatives, financial advisors, accountants, attorneys or other advisors provided such other source is not known by such Member, after reasonable inquiry, to be bound by a confidentiality obligation with respect to such information, or (iv) the disclosure of any information that was or becomes generally available to the public (other than as a result of a breach by such Member of this Agreement). This provision shall survive any termination of this Agreement either generally or in regard to any Member. Each Member agrees that monetary damages may not be an adequate remedy for a breach of this Section 8.4, and that, in addition to any other remedies, each Member shall be entitled to seek injunctive relief to restrain any such breach, whether threatened or actual, without the necessity of proving the inadequacy of monetary damages as a remedy.

SECTION 8.5 Amendments. No amendment of any provision of this Agreement shall be effective against the Company or the Members unless such amendment is approved by the Manager or holders of a majority of the outstanding Common Units (including Common Units issuable upon conversion of the Convertible Preferred Units), except as otherwise expressly provided herein and without limiting Section 4.2(b). This Agreement and any provision hereof may only be waived by a writing signed by the party against whom the waiver is to be effective. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

SECTION 8.6 Notices. Whenever notice is required or permitted by this Agreement to be given, such notice shall be in writing and shall be given to any Member at its address, telecopy number or email address shown in the Company's books and records, or, if given to the Company, at the addresses listed on Schedule I or such other address as may be designated by the parties from time to time. Each proper notice shall be effective upon any of the following: (i) personal delivery to the recipient, (ii) when telecopied or emailed to the recipient if the telecopy is promptly confirmed by automated or telephone confirmation thereof or if the email is promptly confirmed by email or telephone confirmation thereof, or (iii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), provided that, unless the Company has not been provided with an email address of the applicable party, no notice telecopied or sent via reputable overnight courier service (charges prepaid), shall be effective unless the Company shall also send a copy of such notice by e-mail to the e-mail address shown in the Company's books and records, or, if given to the Company, the e-mail addresses listed on Schedule I or such other e-mail address as may be designated by the parties from time to time.

SECTION 8.7 Counterparts. This Agreement may be executed in any number of counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

SECTION 8.8 Non-Circumvention. Nothing in this Agreement shall abridge or alter any rights provided for in the Stockholders Agreement. The Company agrees not to take any action (or omit to take any action) that is prohibited by, or inconsistent with, the Exchange Agreement.

SECTION 8.9 Entire Agreement. This Agreement, including the Exhibits and Schedules to this Agreement, the Specified Documents, the Transaction Agreement and the NewCo Contribution Agreement embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof and thereof, other than the Specified Documents.

SECTION 8.10 Specific Performance. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond or furnishing other security, and in addition to all other remedies that may be available, shall be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available and no party shall oppose the granting of such relief on the basis that money damages would be sufficient.

SECTION 8.11 Control of Subsidiaries. To the extent that this Agreement obligates the Company or any member of the Charter Group other than Charter, Charter shall take all action necessary to ensure that such party fulfills its obligations hereunder.

SECTION 8.12 Section 16b-3. So long as an Investor Party has the right to designate an “Investor Director” as defined in and pursuant to the Stockholders Agreement, the Board of Directors shall use commercially reasonable efforts to take such action as is necessary to cause the exemption of the sale by such Investor Party of the Class A Common Stock and/or Units pursuant to any redemption contemplated by Section 3.2(b), Section 3.4 and Section 5.4(b)(ii) of this Agreement from the liability provisions of Section 16(b) of the Exchange Act pursuant to Rule 16b-3.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY — SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Limited Liability Company Agreement as of the day and year first above written.

THE COMPANY:

CHARTER COMMUNICATIONS HOLDINGS, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CHARTER:

CHARTER COMMUNICATIONS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

THE MEMBERS:

CCH II, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

SEGRA ACQUISITION HOLDINGS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

FIBER HOLDINGS ACQUISITION HOLDINGS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

FIBER BLOCKER ACQUISITION HOLDINGS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

RAPIDSCALE ACQUISITION HOLDINGS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CCH HOLDING COMPANY, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

HUNTER ACQUISITION HOLDING, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

INSIGHT BLOCKER, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CABOT ACQUISITION GROUP, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron
Name: Steven A. Miron
Title: Chief Executive Officer

COX COMMUNICATIONS EQUITY HOLDINGS, INC.

By: /s/ Dallas S. Clement
Name: Dallas S. Clement
Title: President

Signature Page to the Second Amended and Restated
Limited Liability Company Agreement of Charter Communications Holdings, LLC

SCHEDULE I

Members

[***]

EXHIBIT A

EXAMPLE CALCULATION OF ASSUMED TAX RATE FOR ORDINARY INCOME OF INDIVIDUAL MEMBER

Federal Income Tax Rate	37.0%
Section 199A Deduction	-7.4%
Net Investment Income Tax Rate	3.80%
New York State Income Tax Rate	10.90%
New York City Income Tax Rate	3.90%
Total Tax Rate	**48.20%**

EXHIBIT B

FORM OF CONVERTIBLE PREFERRED UNIT CERTIFICATE
Certificate Evidencing Convertible Preferred Units
in
Charter Communications Holdings, LLC

No. Convertible Preferred Units-[ ] [ ] Units

In accordance with the Second Amended and Restated Limited Liability Company Agreement, dated as of [ ] (as amended, supplemented or restated from time to time, the "Agreement") of Charter Communications Holdings, LLC, a Delaware limited liability company (the "Company"), the Company hereby certifies that [ ] (the "Holder") is the registered owner of [ ] Convertible Preferred Unit(s) in the Company (the "Convertible Preferred Units") transferable on the books of the Company, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. The rights, preferences and limitations of the Convertible Preferred Units are set forth in, and this Certificate and the Convertible Preferred Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Agreement. The Agreement is on file at, and a copy will be furnished without charge on delivery of written request to the Company, the principal office of the Company located at [ ], or such other address as may be specified by notice under the Agreement. Capitalized terms used herein but not defined shall have the meanings given them in the Agreement.

The holder of this Certificate, by acceptance of this Certificate, shall be deemed to have agreed to be subject to and bound by all of the terms and conditions of the Agreement. Any attempted transfer of this Certificate or the Convertible Preferred Units not in accordance with the Agreement shall be null and void *ab initio*.

This Certificate is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent.

Dated:
Charter Communications Holdings, LLC

By: _____
Name:
Title:

Countersigned and Registered by:

_____
as Transfer Agent

(reverse side of certificate)

THE CONVERTIBLE PREFERRED UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM.

THE CONVERTIBLE PREFERRED UNITS REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED IN THE AGREEMENT, INCLUDING THE CONDITION THAT SUCH TRANSFER NOT CAUSE THE COMPANY TO BE TREATED AS A "PUBLICLY TRADED PARTNERSHIP" WITHIN THE MEANING OF SECTION 7704 OF THE CODE. ANY TRANSFER IN VIOLATION OF SUCH RESTRICTIONS SHALL BE NULL AND VOID.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	–	as tenants in common	UNIF GIFT MIN ACT	–	_____ Custodian _____
TEN ENT	–	as tenants by the entireties			(Cust) (Minor)
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common			under Uniform Transfers/Gifts to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sell, assign and transfer unto

Please insert Social Security or other identifying number of Assignee

_____

(Please print or typewrite name and address, including zip code, of Assignee)

_____ *units represented by the Certificate, and do hereby irrevocably constitute and appoint*

_____ *Attorney to transfer the said units on the books of the Company with full power of substitution*

in the premises.

Dated _____.

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular, without alteration, enlargement or change.

_____

(Signature)

SIGNATURE(S) MUST BE GUARANTEED BY A MEMBER FIRM OF THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. OR BY A COMMERCIAL BANK OR TRUST COMPANY

SIGNATURE(S) GUARANTEED

_____

(Signature)

No transfer of the Convertible Preferred Units evidenced hereby will be registered on the books of the Company unless the Certificate evidencing the Convertible Preferred Units to be transferred is surrendered for registration of transfer. No transfer of the Convertible Preferred Units evidenced hereby will be registered on the books of the Company unless the transferee executes and delivers a Joinder Agreement in the form set forth in Exhibit C to the Agreement, as such form of Joinder Agreement may be amended from time to time.

EXHIBIT C

JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to Section 6.4(c) of the Second Amended and Restated Limited Liability Company Agreement, dated as of [ ] (as amended, supplemented or restated from time to time, the "Agreement") of Charter Communications Holdings, LLC, a Delaware limited liability company (the "Company"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Agreement.

By executing and delivering this Joinder Agreement to the Agreement, the undersigned hereby agrees to be bound by, and to comply with the provisions of the Agreement in the same manner as if the undersigned were an original signatory to the Agreement and agrees, pursuant to Section 6.3(c) of the Agreement, to assume the responsibility of the Transferring Member in respect of the Units Transferred by such Transferring Member.

[Notwithstanding anything to the contrary herein or in the Agreement, the undersigned shall not become a Member of the Company unless and until agreed to in writing by the Manager.] [***applicable for non-Cox Parties and non-A/N Parties]***

[By executing and delivering this Joinder Agreement to the Agreement, the undersigned hereby agrees to become a Member of the Company.] ***[only for Cox Parties and A/N Parties]***

This Joinder Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the __ day of _____, 2___.

Signature of Unitholder

Print Name of Unitholder

EXHIBIT D

FORM OF CONVERSION NOTICE

The undersigned holder(s) of Convertible Preferred Units of Charter Communications Holdings, LLC, a Delaware limited liability company (the "Company", such units, the "Convertible Preferred Units" and the holder(s) thereof, the "Holder(s)") hereby tenders for conversion [_____] Convertible Preferred Units [represented by certificate no(s). [___] which [has/have] been enclosed with this Conversion Notice] in accordance with the terms of Section 3.3(a) of the Second Amended and Restated Limited Liability Company Agreement, dated as of [ ] (as amended, supplemented or restated from time to time, the "Agreement") of the Company. The undersigned Holder surrenders such Convertible Preferred Units as of the Conversion Date set forth below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Name(s) and Address(es) of Registered Holders[1]

_____

Total number of Convertible Preferred Units owned prior to the Conversion:

_____

Number of Convertible Preferred Units to be converted:

_____

Conversion Rate:

_____

Conversion Date:

_____

[Class A Common Stock/Class C Common Units][2] to be [issued by][Charter/the Company]:

_____

Total number of Convertible Preferred Units Owned following the Conversion:

_____

The undersigned Holder(s):

(i) directs that the [shares of Class A Common Stock/Common Units/other consideration] deliverable pursuant to this Conversion Notice be delivered in accordance with the following instructions:

[_____]

(ii) represents, warrants, certifies and agrees that: (A) it has, and on the Conversion Date will have, good, valid and marketable title to the Convertible Preferred Units to be converted pursuant to this Conversion Notice, free and clear of all liens, encumbrances, rights of first refusal and similar restrictions; (B) it has, and on the Conversion Date will have, the full right, power and authority to tender and surrender such Convertible Preferred Units.

[*Remainder of Page Intentionally Left Blank*]

1 [Name must be exactly as it appears on the books and records of the Company.]

2 [Where the Holder is Cox or any Cox Party, only Class C Common Units may be designated. Where the Holder is any Person other than Cox or any Cox Party, only Class A Common Stock may be selected.]

IN WITNESS WHEREOF, the undersigned Holder has caused this Notice of Conversion to be executed as of the date first written above.

[Holder]
as Holder of the Convertible Preferred Units subject to this Notice of Conversion

By: _____
Name:
Title:

EXHIBIT E

TRANSFEREE TAX REPRESENTATIONS

Either:

a. Such transferee (i) is not a flow-through entity within the meaning of Regulations Section 1.7704-1(h)(3), and (ii) is and will at all times continue to be, the sole beneficial owner of the interest to be registered in its name (which shall be interpreted to mean that the transferee is not and will not be treated as a nominee for, or agent of, another party or as anything other than the real owner of such interest for federal income tax purposes, at any time); or

b. (i) Such transferee is a flow-through entity within the meaning of Regulations Section 1.7704-1(h)(3) and (ii) there is no person (a "Beneficial Owner") that owns an interest in such transferee such that (x) substantially all of the value of the Beneficial Owner's interest in such transferee will be attributable to such transferee's interest (direct or indirect) in the Company; and (y) a principal purpose of the use of the tiered arrangement is to permit the Company to satisfy the 100-partner limitation in Regulations Section 1.7704-1(h)(1)(ii);

Such transferee did not purchase, and will not sell, its interest through (a) a national, foreign, regional, local or other Securities exchange, (b) PORTAL or (c) over the counter market (including an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers by electronic means or otherwise);

Such transferee did not purchase, and will not sell, its interest from, to or through (a) a person, such as a broker or dealer, that makes a market in, or regularly quotes prices for, such interests or (b) a person that regularly makes available to the public (including customers or subscribers) bid or offer quotes with respect to the Interest and stands ready to effect, buy or sell transactions at the quoted prices for itself or on behalf of others; and

Such transferee will only sell its interest to a buyer who provides representations similar to these.

The representations set forth above are intended to ensure that the Company will not be treated as a corporation for federal income tax purposes as a result of any transfer. The Manager may waive any or all of the representations set forth above on the advice of counsel that the transfer of an interest to such transferee will not cause the Company to be treated as a corporation for federal income tax purposes, and shall endeavor in good faith to do so if so advised by counsel to the Company upon request for waiver by a Member proposing to transfer, or upon receipt of an opinion from legal counsel to the transferee (provided such legal counsel is of national reputation and specializes in the legal matters involved in such determination) that such transfer will not cause the Company to be treated as a publicly traded partnership within the meaning of Section 7704 of the Code. These representations may from time to time be revised by the Manager on the advice of counsel to the extent necessary to ensure that a transfer will not cause the Company to be treated as a corporation for federal income tax purposes.

EXHIBIT F

MAKE-WHOLE TABLE

	Fundamental Change Class A Stock Price															
Effective Date	**$353.64**	**$375.00**	**$400.00**	**$425.00**	**$450.00**	**$477.41**	**$500.00**	**$550.00**	**$600.00**	**$620.64**	**$700.00**	**$800.00**	**$1,000.00**	**$1,250.00**	**$1,500.00**	**$2,000.00**
August 19, 2026	0.0733	0.0678	0.0623	0.0575	0.0533	0.0492	0.0463	0.0408	0.0363	0.0347	0.0296	0.0247	0.0183	0.0133	0.0101	-
August 19, 2027	0.0733	0.0637	0.0582	0.0534	0.0492	0.0452	0.0424	0.0370	0.0327	0.0312	0.0264	0.0220	0.0161	0.0118	0.0090	-
August 19, 2028	0.0733	0.0586	0.0530	0.0482	0.0441	0.0401	0.0373	0.0321	0.0281	0.0267	0.0222	0.0183	0.0133	0.0097	0.0075	-
August 19, 2029	0.0733	0.0572	0.0477	0.0427	0.0384	0.0344	0.0316	0.0264	0.0225	0.0211	0.0171	0.0137	0.0097	0.0071	0.0055	-
August 19, 2030	0.0733	0.0572	0.0429	0.0375	0.0329	0.0285	0.0254	0.0197	0.0156	0.0142	0.0104	0.0078	0.0053	0.0039	0.0030	-
August 19, 2031	0.0733	0.0572	0.0405	0.0347	0.0296	0.0246	0.0208	0.0137	0.0078	0.0056	-	-	-	-	-	-
August 19, 2032	0.0733	0.0572	0.0405	0.0344	0.0293	0.0243	0.0206	0.0136	0.0077	0.0056	-	-	-	-	-	-
August 19, 2033	0.0733	0.0572	0.0405	0.0341	0.0290	0.0241	0.0205	0.0135	0.0077	0.0055	-	-	-	-	-	-
August 19, 2034	0.0733	0.0572	0.0405	0.0338	0.0288	0.0239	0.0203	0.0133	0.0076	0.0055	-	-	-	-	-	-
August 19, 2035	0.0733	0.0572	0.0405	0.0336	0.0286	0.0237	0.0201	0.0132	0.0075	0.0054	-	-	-	-	-	-
August 19, 2036 and thereafter	0.0733	0.0572	0.0405	0.0333	0.0284	0.0235	-	-	-	-	-	-	-	-	-	-

Illustrative Example:

Make-Whole Date:	01/01/27
Reference Price	$ 353.64

	$ 353.64	**$ 375.00**	**Blended**
08/19/26	0.0733	0.0678	0.0733
08/19/27	0.0733	0.0637	0.0733
	1	2	0.0733

Reference Share Price	$ 353.64
Conversion Ratio	0.2828
Value	$ 100.00

EXHIBIT G

PREFERRED UNIT VALUATION ASSUMPTIONS

- A Kynex-based convertible model was used to project the value of the Convertible Preferred Units at future CHTR share prices and points in time based on the terms and conditions of the Convertible Preferred Units and certain current market-based assumptions listed below.

- The projected value of the Convertible Preferred Units was used to determine the make whole table that is set forth on Exhibit F.

- Market-based assumptions as of the date hereof to be updated in accordance with Section 6.5(c)(ii):
  - 30-year SOFR Swaps: 4.05%
  - Credit Spread: 500 bp
  - Volatility: 33.0%
  - Dividend Yield: 0.00%
  - Cost of Borrow: 0.50%

EXHIBIT H

FORM OF TAX LOAN AGREEMENT

Exhibit 10.5

EXECUTION VERSION

AMENDED AND RESTATED TAX RECEIVABLES AGREEMENT

This AMENDED AND RESTATED TAX RECEIVABLES AGREEMENT (as amended from time to time in accordance with its terms, this "Agreement"), dated as of August 19, 2026, by and among Advance/Newhouse Partnership, a New York partnership ("A/N"), Cox Communications Equity Holdings, Inc., a Delaware corporation ("Cox," and each of Cox and A/N, a "TRA Party" and together, the "TRA Parties"), Charter Communications, Inc., a Delaware corporation ("Charter") and CCH II, LLC, a Delaware limited liability company (together with any other Person or Persons in the Charter Group who holds any Units, the "Charter Member").

WHEREAS, A/N, Charter and CCH II, LLC previously entered into that certain Tax Receivables Agreement, dated as of May 18, 2016, by and among A/N, Charter and CCH II, LLC (the "Existing Tax Receivables Agreement"), in connection with A/N's contribution of all of its interest in the Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership, to Charter Communications Holdings, LLC, a Delaware limited liability company ("Charter Holdings") (such contribution, the "A/N Contribution") pursuant to that certain Contribution Agreement, dated as of March 31, 2015, as amended as of May 23, 2015 (as amended, the "A/N Contribution Agreement");

WHEREAS, in connection with the A/N Contribution, A/N received Charter Holdings Class B Common Units (the "Class B Exchangeable Interests"), which Class B Exchangeable Interests are exchangeable with Charter Holdings or Charter for cash or Class A Common Stock of Charter (the "Class A Common Stock") (such exchange, an "A/N Exchange") as provided for under that certain Amended and Restated Exchange Agreement, dated as of the date hereof, by and among Charter, CCH II, LLC, Charter Holdings, A/N, Cox Enterprises, Inc., a Delaware corporation ("CEI") and Cox (the "Exchange Agreement");

WHEREAS, CEI, Cox, Charter and Charter Holdings entered into that certain Transaction Agreement, dated as of May 16, 2025 (as amended, the "Cox Transaction Agreement"), pursuant to which, among other things, Cox contributed all of its interest in the Membership Interests (as defined in the Cox Transaction Agreement) to Charter Holdings, in the manner and on the terms and conditions set forth in the Cox Transaction Agreement (the "Cox Contribution");

WHEREAS, in connection with the Cox Contribution, Cox received, among other things, Class C Common Units and Convertible Preferred Units which are convertible into Class C Common Units (such Class C Common Units issued in connection with the Cox Contribution or received upon conversion of the Convertible Preferred Units, the "Class C Exchangeable Interests"), which Class C Exchangeable Interests are exchangeable with Charter Holdings or Columbus for cash or Class A Common Stock of Charter (such exchange, a "Cox Exchange" and each Cox Exchange and A/N Exchange, an "Exchange") as provided for under the Exchange Agreement;

WHEREAS, Exchanges shall be effected pursuant to the Exchange Agreement and other sales, exchanges, or distributions (including deemed distributions), however effectuated, including by way of redemption, of Class B Common Units, Class C Common Units or Convertible Preferred Units (together, the "Units") may be effected pursuant to the LLC Agreement in transactions that may result in the recognition of gain or loss for U.S. Federal Income Tax purposes by a TRA Party (each, a "Taxable Exchange"), as described herein;

WHEREAS, Charter Holdings will have in effect an election under Section 754 of the Internal Revenue Code of 1986, as amended (the "Code"), for each Taxable Year (as defined below) in which any Taxable Exchange occurs, which election may result in a Basis Adjustment (as defined herein) to the tangible and intangible assets owned by Charter Holdings as of the date of any such Taxable Exchange;

WHEREAS, the income, gain, loss, expense and other Tax (as defined herein) items of the Charter Group may be affected by the Basis Adjustment (as defined herein); and

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustment on the actual liability for Covered Taxes (as defined herein) of the Charter Group and amend and restate the Existing Tax Receivables Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Except as otherwise provided herein, any capitalized terms used and not defined herein shall have the meanings set forth in the LLC Agreement. Any reference in this Agreement to Charter, the Charter Member, A/N or Cox shall be deemed to include such party's successors in interest to the extent such successors in interest have become Members of Charter Holdings in accordance with the provisions of the LLC Agreement.

"A/N" is defined in the preamble.

"A/N Contribution" is defined in the recitals.

"A/N Contribution Agreement" is defined in the recitals.

"A/N Exchange" is defined in the recitals.

"Accounting Firm" means, as of any time, the accounting firm that prepares the computation of Covered Tax Benefit and Covered Tax Detriment for Charter.

"Agreed Rate" means (x) as of any date, the Term SOFR applicable to Term SOFR Loans (as defined in the Charter Credit Agreement) having an interest period of three (3) months as determined in good faith by Charter in accordance with the Charter Credit Agreement as of such date and re-determined in good faith by Charter in accordance with the Charter Credit Agreement as of each three (3)-month anniversary thereof (as if each such date were the commencement of an Interest Period (as defined in the Charter Credit Agreement)) *plus* (y) the Applicable Margin (as defined in the Charter Credit Agreement) per annum in respect of Charter's primary revolving commitments under the Charter Credit Agreement for Term SOFR Loans as of such date. All accrued and unpaid interest using the Agreed Rate shall be capitalized and added to the unpaid principal amount on the last day of each Fiscal Quarter.

"Agreement" is defined in the preamble.

"Attributable" means, with respect a TRA Party for a Covered Taxable Year, determined by reference to:

(i) with respect to a Basis Adjustment, the portion of such Basis Adjustment relating to the Units delivered to the Charter Member by such TRA Party in Taxable Exchanges during the applicable Covered Taxable Year, determined separately with respect to each TRA Party; and

(ii) with respect to any deduction of the Charter Group in respect of Imputed Interest, the amount of Imputed Interest that such TRA Party is required to include in income for the applicable Covered Taxable Year (without regard to whether such TRA Party is actually subject to Tax thereon).

"Audit Committee" means the audit committee of Charter.

"Basis Adjustment" means the increase or decrease to the Tax basis of an Exchange Asset under Sections 732, 734(b) and 1012 of the Code (in situations where, as a result of one or more Exchanges, Charter Holdings becomes an entity that is disregarded as separate from its owner for U.S. Federal Income Tax purposes) or under Sections 734(b), 743(b) and 754 of the Code (in situations where, following an Exchange, Charter Holdings remains in existence as an entity for U.S. Federal Income Tax purposes) and, in each case, comparable sections of state and local Tax laws, in each case solely in connection with any Taxable Exchange. To the extent permitted by law, any amount paid pursuant to this Agreement shall be taken into account in computing such Basis Adjustments. For the avoidance of doubt, payments under this Agreement shall not be treated as resulting in a Basis Adjustment to the extent such payments are treated as Imputed Interest.

"Basis Schedule" is defined in Section 2.01 of this Agreement.

"Business Day" means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in the City of New York.

"Change Notice" is defined in Section 4.01 of this Agreement.

"Charter" is defined in the preamble.

"Charter Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of March 18, 1999 and amended and restated as of April 26, 2019, by and among Charter Communications Operating LLC, as borrower, CCO Holdings LLC, as holdings, the lenders and issuing lenders from time to time party thereto and Bank of America, N.A., as administrative agent, as amended through Amendment No. 6, dated as of December 3, 2024, and as may be further amended, restated, amended and restated, supplemented, modified, extended, refinanced or replaced from time to time.

"Charter Holdings" is defined in the recitals.

"Charter Member" is defined in the preamble.

"Charter Member Payment" is defined in Section 6.01 of this Agreement.

"Class B Exchangeable Interests" is defined in the recitals.

"Class C Exchangeable Interests" is defined in the recitals.

"Code" is defined in the recitals.

"Covered Tax Benefits" for any Covered Taxable Year means 50% of the Realized Tax Benefits (defined below).

"Covered Tax Detriment" for any Covered Taxable Year means 50% of the Realized Tax Detriment (defined below).

"Covered Taxable Year" means any Taxable Year of the Charter Group ending after the Closing Date (as defined in the Cox Transaction Agreement) and on or before the end of the first Taxable Year ending after all Taxable Exchanges have occurred and in which all related Realized Tax Benefits and Realized Tax Detriments have either been utilized or have expired.

"Covered Taxes" means Federal Income Taxes, and U.S. state and local income Taxes measured with respect to net income or net profit.

"Cox" is defined in the preamble.

"Cox Contribution" is defined in the recitals.

"Cox Exchange" is defined in the recitals.

"Cox Transaction Agreement" is defined in the recitals.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or similar provision of state or local income or franchise Tax law, as applicable; provided, however, that such term shall be deemed to include any settlement as to which a TRA Party has consented pursuant to Section 7.01.

"Early Termination Effective Date" means (a) with respect to an early termination pursuant to Section 5.01(a), the date an Early Termination Notice is delivered, and (b) with respect to an early termination pursuant to Section 5.01(b), the date of the applicable Material Breach.

"Early Termination Notice" is defined in Section 5.02 of this Agreement.

"Early Termination Payment" is defined in Section 5.01 of this Agreement.

"Early Termination Reference Date" has the meaning assigned to it in Section 5.02.

"Exchange" is defined in the recitals.

"Exchange Act" means the Securities and Exchange Act of 1934, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"Exchange Agreement" is defined in the recitals.

"Exchange Assets" means the assets owned by Charter Holdings, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities), for purposes of the applicable Tax, as of an applicable Exchange Date (and any asset whose Tax basis is determined, in whole or in part, by reference to the adjusted basis of any such asset).

"Exchange Date" means a date on which a Taxable Exchange is effected.

"Existing Tax Receivables Agreement" is defined in the recitals.

"Federal Income Tax" means any Tax imposed under Subtitle A of the Code or any other provision of U.S. Federal income Tax law (including, without limitation, the Taxes imposed by Sections 11, 55, 881, 882, 884 and 1201(a) of the Code), and any interest, additions to Tax or penalties applicable or related to such Tax.

"Fiscal Quarter" means any fiscal quarter of any fiscal year of the Charter Group.

"Governmental Entity" means any federal, state, local, provincial or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, whether domestic or foreign.

"Hypothetical Tax Liability" means, with respect to any Covered Taxable Year, the liability for Covered Taxes of the Charter Group using the same methods, elections, conventions and similar practices used on the Charter Group's actual Tax Returns but computed using the Non-Stepped Up Tax Basis for the Exchange Assets and excluding any deduction attributable to the Imputed Interest for such Covered Taxable Year. Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item or attribute (or portion thereof) that is available for use because of any Basis Adjustments or any Imputed Interest.

"Imputed Interest" means any interest imputed under Section 1272, 1274 or 483 or other provision of the Code (or any successor U.S. Federal Income Tax statute) and the similar section of the applicable U.S. state or local income Tax law with respect to the Charter Member's payment obligations under this Agreement.

"IRS" means the U.S. Internal Revenue Service.

"LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Charter Holdings, by and among Charter, CCH II, LLC, Cox, Segra Acquisition Holdings, Inc., Fiber Holdings Acquisition Holdings, Inc., Fiber Blocker Acquisition Holdings, Inc., RapidScale Acquisition Holdings, Inc., CCH Holding Company, LLC, Hunter Acquisition Holding, Inc., Insight Blocker, LLC, Cabot Acquisition Group, Inc., A/N and Charter Holdings, dated as of the date hereof, as such agreement may be amended from time to time in accordance with its terms.

"Material Breach" means the (i) material breach by Charter of an obligation under this Agreement that cannot be cured or has not been cured within ninety (90) Business Days after Charter receives notice thereof from any TRA Party or (ii) the rejection of this Agreement by operation of law in a case commenced in bankruptcy or otherwise.

"Non-Stepped Up Tax Basis" means, with respect to any Exchange Asset at any time, the Tax basis that such asset would have had at such time if no Basis Adjustments had been made.

"Person" means and includes any individual, firm, corporation, partnership (including, without limitation, any limited, general or limited liability partnership), company, limited liability company, trust, joint venture, association, joint stock company, unincorporated organization or similar entity or Governmental Entity.

"Proceeding" is defined in Section 8.08 of this Agreement.

"Proposed Early Termination Payment" is defined in Section 5.02 of this Agreement.

"Realized Tax Benefit" means, for a Covered Taxable Year, the excess, if any, of the Hypothetical Tax Liability for such Covered Taxable Year over the actual liability for Covered Taxes of the Charter Group for such Covered Taxable Year. To the extent permitted by law, any amount paid pursuant to this Agreement shall be taken into account in computing the Realized Tax Benefit. If all or a portion of the actual liability for such Taxes for the Covered Taxable Year arises as a result of an audit by a Taxing Authority, such actual liability and the corresponding Hypothetical Tax Liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination with respect to such actual liability.

"Realized Tax Detriment" means, for a Covered Taxable Year, the excess, if any, of the actual liability for Covered Taxes of the Charter Group for such Covered Taxable Year over the Hypothetical Tax Liability for such Covered Taxable Year. To the extent permitted by law, any amount paid pursuant to this Agreement shall be taken into account in computing the Realized Tax Detriment. If all or a portion of the actual liability for such Taxes for the Covered Taxable Year arises as a result of an audit by a Taxing Authority, such actual liability and the corresponding Hypothetical Tax Liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination with respect to such actual liability.

"Reconciliation Procedures" means those procedures set forth in Section 8.09 of this Agreement.

"Revised Schedule" is defined in Section 2.02(b) of this Agreement.

"Senior Obligations" is defined in Section 6.01 of this Agreement.

"Subsidiary" means, as of the relevant date of determination, with respect to any Person, any corporation or other Person of which 50% or more of the voting power of the outstanding voting equity securities or 50% or more of the outstanding economic equity interest is held, directly or indirectly, by such Person.

"Subsidiary Stock" means any stock or other equity interest in any Subsidiary of Charter that is treated as a corporation for U.S. federal income tax purposes.

"Tax" or "Taxes" means (a) any and all U.S. federal, state, local, and foreign taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest penalties or other additional amounts related to such Tax, (b) liability for the payment of any amount of the type described in the preceding clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group, and (c) liability for the payment of any amounts as a result of being party to any tax sharing agreement (other than this Agreement) or as a result of any express or implied obligation to indemnify any other person with respect to the payment of any amount described in the immediately preceding clauses (a) or (b) (other than an obligation to indemnify under this Agreement).

"Tax Benefit Payment" is defined in Section 3.01(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.02(a) of this Agreement.

"Tax Return" means any return, filing, report, questionnaire, information statement or other document required to be filed, including amended returns that may be filed, for any taxable period with any Taxing Authority (whether or not a payment is required to be made with respect to such filing).

"Taxable Exchange" is defined in the recitals.

"Taxable Year" means a taxable year as defined in Section 441(b) of the Code or comparable section of U.S. state or local income or franchise Tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made).

"Taxing Authority" means the IRS and any domestic, federal, national, state, county or municipal or other local government, or any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TRA Party" or "TRA Parties" is defined in the preamble.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions of succeeding provisions) as in effect for the relevant taxable period.

"Units" is defined in the recitals.

"Valuation Assumptions" means, as of an Early Termination Effective Date, the assumptions that:

(i) subject to clause (ii) below, in each Taxable Year ending on or after such Early Termination Effective Date, Charter will have taxable income sufficient to fully use the deductions arising from the Basis Adjustments and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available;

(ii) the U.S. federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other applicable law as in effect on the Early Termination Effective Date, except to the extent any change to such tax rates for such Taxable Year have already been enacted into law and the taxable income of Charter will be subject to such maximum applicable tax rates for each Covered Tax;

(iii) any loss carryovers or carrybacks (without duplication) generated by any Basis Adjustment or Imputed Interest (including any such Basis Adjustment or Imputed Interest generated as a result of payments made or deemed to be made under this Agreement) and available (taking into account any known and applicable limitations) as of the Early Termination Effective Date will be used by Charter ratably from such Early Termination Effective Date through (A) the scheduled expiration date of such loss carryovers (if any) or (B) if there is no such scheduled expiration, then the Taxable Year that includes the fifth (5th) anniversary of the Early Termination Effective Date (by way of example, if on the Early Termination Effective Date Charter had $100 of net operating losses that is scheduled to expire in 10 years, $10 of such net operating losses would be used in each of the 10 consecutive Taxable Years beginning in the Taxable Year that includes such Early Termination Effective Date);

(iv) any Subsidiary Stock will be deemed never to be disposed of except if Subsidiary Stock is directly disposed of in the Change of Control; and

(v) any future payment obligations pursuant to this Agreement will be satisfied on the date that any Tax Return to which any such payment obligation relates is required to be filed, excluding any extensions.

ARTICLE II

Determination of Realized Tax Benefit or Realized Tax Detriment

Section 2.01. Basis Schedule. Within 120 days after the due date (including extensions) for the U.S. Federal Income Tax Return of Charter for a Covered Taxable Year, Charter shall deliver to each TRA Party a schedule (the "Basis Schedule") that shows, in reasonable detail necessary to perform the calculations required by this Agreement, (i) the Basis Adjustment with respect to the Exchange Assets as a result of the Taxable Exchanges effected during such Covered Taxable Year or any prior Covered Taxable Year, if any, calculated in the aggregate, (ii) the Non-Stepped Up Tax Basis of the Exchange Assets as of each applicable Exchange Date, if any, (iii) the period (or periods) over which the Exchange Assets are amortizable and/or depreciable and (iv) the period (or periods) over which each Basis Adjustment is amortizable and/or depreciable, in the case of each of clauses (i) through (iv), with respect to such TRA Party and with respect to all other TRA Parties.

Section 2.02. (a) Tax Benefit Schedule. Within 120 days after the due date (including extensions) for the U.S. Federal Income Tax Return of Charter for a Covered Taxable Year, Charter shall provide to such TRA Party a schedule (the "Tax Benefit Schedule") showing the computation of the Covered Tax Benefit (if any), the Covered Tax Detriment (if any) and the Tax Benefit Payment (determined in accordance with Section 3.01(b)) (if any) for such Covered Taxable Year, in each case, with respect to such TRA Party, together with work papers providing reasonable detail regarding the computation of such items. Charter shall allow such TRA Party reasonable access to the appropriate representatives at the Charter Group and the Accounting Firm in connection with its review of the Tax Benefit Schedule and work papers. Subject to the other provisions of this Agreement, the items reflected on a Tax Benefit Schedule shall become final 30 calendar days after delivery of such Tax Benefit Schedule to such TRA Party unless such TRA Party, during such 30 calendar day period, provides Charter with written notice of a material objection thereto made in good faith; provided that such notice shall state any objections, including supporting calculations, and such TRA Party shall allow Charter reasonable access to the appropriate representatives of such TRA Party, its Subsidiaries and the accounting firm (if any) that assisted in the preparation of the calculations, in connection with Charter's review of such calculations. If the parties, negotiating in good faith, are unable to successfully resolve the issues raised in such notice within 15 calendar days, Charter and such TRA Party shall employ the Reconciliation Procedures.

(b) Revised Schedule. Notwithstanding that the Covered Tax Benefit (if any), the Covered Tax Detriment (if any) and the Tax Benefit Payment (if any) for a Covered Taxable Year with respect to a TRA Party may have become final under Section 2.02(a), such items shall be revised to the extent necessary to reflect (i) a Determination, (ii) inaccuracies in the original computation as a result of factual information that was not previously taken into account, (iii) a change attributable to a carryback or carryforward of a loss or other Tax item, (iv) a change attributable to an amended Tax Return filed for such Covered Taxable Year (provided, however, that such a change attributable to an audit of a Tax Return by an applicable Taxing Authority relating to the deductibility of depreciation or amortization deductions attributable to any Basis Adjustment shall not be taken into account under this Section 2.02(b) unless and until there has been a Determination with respect to such change) or (v) to comply with the expert's determination under the Reconciliation Procedures. The parties shall cooperate in connection with any proposed revision to the Covered Tax Benefit (if any), the Covered Tax Detriment (if any) and the Tax Benefit Payment (if any) for a Covered Taxable Year. If Charter or such TRA Party proposes a change to such an item, such party shall provide to such TRA Party or Charter, respectively, a schedule (a "Revised Schedule") showing the computation and explanation of such revision, together with work papers providing reasonable detail regarding the computation of such items. Subject to the other provisions of this Agreement, such revised Covered Tax Benefit (if any), revised Covered Tax Detriment (if any) and/or revised Tax Benefit Payment (if any) shall become final 30 calendar days after delivery of such Revised Schedule unless the receiving party, during such 30 calendar day period, provides written notice of a material objection thereto made in good faith. If the parties, negotiating in good faith, are unable to successfully resolve the issues raised in such notice within 15 calendar days, Charter and such TRA Party shall employ the Reconciliation Procedures.

(c) Applicable Principles. Subject to Section 3.05 and Section 6.03, it is the intention of the parties for the Charter Member to pay the TRA Parties 50% of the additional Covered Taxes that the Charter Group would have been required to pay on Tax Returns that have actually been filed had those Tax Returns been computed by reference to Non-Stepped Up Tax Basis for the Exchange Assets and excluding any deductions attributable to Imputed Interest and this Agreement shall be interpreted in accordance with such intention. Such amount shall be determined using a "with and without" methodology. Carryovers or carrybacks of any Tax item shall be considered to be subject to the rules of the Code (or any successor U.S. Federal Income Tax statute) and the Treasury Regulations or the appropriate provisions of U.S. state and local income and franchise Tax law, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment and another portion that is not, such portions shall be considered to be used in the order determined using such "with and without" methodology.

ARTICLE III

Tax Benefit Payments

Section 3.01. Payments. (a) Within 3 Business Days after a Tax Benefit Schedule delivered to a TRA Party for any Covered Taxable Year becomes final in accordance with Section 2.02(a), the Charter Member shall pay to such TRA Party for such Covered Taxable Year an amount equal to the Tax Benefit Payment (determined in accordance with Section 3.01(b)) that is Attributable to such TRA Party. Each Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank accounts of such TRA Party previously designated by such TRA Party to the Charter Member.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Covered Taxable Year shall mean an amount, not less than zero, equal to the amount of Covered Tax Benefits Attributable to such TRA Party, if any, for such Covered Taxable Year;

increased by:

(1) any increase in the Covered Tax Benefit Attributable to such TRA Party or decrease in the Covered Tax Detriment Attributable to such TRA Party that has become final under Section 2.02(b); and

(2) interest on the Covered Tax Benefit Attributable to such TRA Party calculated at the Agreed Rate from the due date (without extensions) for filing the U.S. Federal Income Tax Return of Charter for such Taxable Year until the date of payment by the Charter Member to such TRA Party under this Section 3.01;

and decreased, but without duplication of amounts reimbursed pursuant to Section 3.02, by:

(3) any Covered Tax Detriment Attributable to such TRA Party for a previous Covered Taxable Year; and

(4) any decrease in the Covered Tax Benefit Attributable to such TRA Party or increase in the Covered Tax Detriment Attributable to such TRA Party that has become final under Section 2.02(b);

provided, however, that the amounts described in Section 3.01(b)(1), (3) and (4) shall not be taken into account in determining a Tax Benefit Payment with respect to a TRA Party attributable to any Covered Taxable Year to the extent that such amounts were taken into account in determining any Tax Benefit Payment with respect to such TRA Party in a preceding Covered Taxable Year.

Section 3.02. Reimbursement and Indemnification. To the extent that there is a Determination that a deduction for depreciation or amortization attributable to a Basis Adjustment which was taken into account in computing a Tax Benefit Payment is not available, the TRA Party that received such Tax Benefit Payment shall promptly (i) reimburse Charter for any prior payment made to such TRA Party in respect of such deductions for depreciation or amortization (including, for the avoidance of doubt, any deductions resulting from additional basis arising from amounts previously paid pursuant to this Agreement) and (ii) without duplication, indemnify Charter and hold it harmless with respect to fifty percent (50%) of any interest or penalties and any other losses in respect of the disallowance of such deductions (together with reasonable attorneys' and accountants' fees incurred in connection with any related Tax contest, but the indemnity for such reasonable attorneys' and accountants' fees shall only apply to the extent such TRA Party is permitted to control such contest). For the avoidance of doubt, the parties agree and acknowledge that the TRA Parties shall not have any payment or reimbursement or indemnification obligation to the Charter Member in respect of any Covered Tax Detriment, except as contemplated by this Section 3.02 and except for the reduction (but not below zero) of amounts that would otherwise be due a TRA Party pursuant to Section 3.01(b). For the further avoidance of doubt and by way of example, if $20 of depreciation is claimed in Year 1 resulting in a $10 Realized Tax Benefit and Tax Benefit Payment of $5 to a TRA Party in Year 2 and total Tax Benefit Payments of $1 to such TRA Party in subsequent years in respect of Realized Tax Benefits from additional basis arising from such Tax Benefit Payments, and the Year 1 depreciation is later disallowed by the IRS, the amount of the payment from such TRA Party to the Charter Member under this Section 3.02 shall include an amount equal to the sum of all Tax Benefit Payments paid with respect to such disallowed depreciation prior to the Determination (up to $6) plus fifty percent (50%) of the amount of interest, penalties or other losses, if any (and attorneys' and accountants' fees, if applicable), paid by the Charter Group with respect to such disallowed depreciation. Additionally, if Section 3.05 or Section 6.03 is applied to allocate the Realized Tax Benefits or Tax Benefit Payments, respectively, between the TRA Parties, and the Tax Benefit Payment with respect to a TRA Party is subsequently adjusted pursuant to Section 2.02(a) or Section 8.09, then the allocation between the TRA Parties pursuant to Section 3.05 or Section 6.03 (as applicable) shall be recalculated, and any TRA Party that received a Tax Benefit Payment in accordance with the initial allocation that is in excess of its recalculated allocation shall promptly reimburse Charter the amount of such excess. Any payment made by a TRA Party pursuant to this Section 3.02 shall be treated as a decrease in the purchase price of the relevant Exchange Assets.

Section 3.03. Tax Benefits Upon a Change of Control. Upon a Change of Control (as defined in the Exchange Agreement and the LLC Agreement), all Tax Benefit Payments shall be calculated by assuming, to the extent practicable, that such Change of Control did not occur. In the event of such a Change of Control, the parties to this Agreement agree to negotiate in good faith to reach an agreement regarding an Early Termination Payment pursuant to Section 5.01.

Section 3.04. No Duplicative Payments. No duplicative payment of any amount (including interest) will be required under this Agreement.

Section 3.05. Pro Rata Payments. Notwithstanding anything in Section 3.01 to the contrary, to the extent that the aggregate Realized Tax Benefits of the Charter Group with respect to the Basis Adjustments or Imputed Interest is limited in a particular Taxable Year because the Charter Group does not have sufficient taxable income, the Realized Tax Benefit for such Taxable Year shall be allocated among all parties then-eligible to receive Tax Benefit Payments under this Agreement in proportion to the amounts of Realized Tax Benefit for such Taxable Year, respectively, that would have been Attributable to each TRA Party if the Charter Group had sufficient taxable income so that there were no such limitation.

ARTICLE IV

Section 4.01. Change Notices. If Charter, Charter Holdings or any of their respective Subsidiaries receives a 30-day letter, a final audit report, a statutory notice of deficiency or similar written notice from any Taxing Authority with respect to the Tax treatment of any Taxable Exchange (a "Change Notice"), which, if sustained, would result in (i) a reduction in the amount of Realized Tax Benefit Attributable to a TRA Party with respect to a Covered Taxable Year preceding the taxable year in which the Change Notice is received or (ii) a reduction in the amount of Tax Benefit Payments that the Charter Member will be required to pay to a TRA Party with respect to Covered Taxable Years after and including the taxable year in which the Change Notice is received, and which, if determined adversely to the recipient of the Change Notice or after the lapse of time would be grounds for reimbursement by such TRA Party under Section 3.02, prompt written notice shall be given to such TRA Party; provided, however, that failure to give such notification shall not affect the reimbursement provided under this Agreement except to the extent the reimbursing party shall have been actually prejudiced as a result of such failure.

ARTICLE V

Termination

Section 5.01. Early Termination of Agreement; Acceleration Events.

(a) Early Termination Right. Charter and the Charter Member may terminate this Agreement, subject to Section 2.3(a)(ii) of the Stockholders Agreement, by the Charter Member paying to each TRA Party an agreed value of payments remaining to be made under this Agreement with respect to such TRA Party (each, an "Early Termination Payment") as of the date of the Early Termination Notice (as defined below), subject to such other terms as are agreed between Charter, the Charter Member, and such TRA Party at the time of such Early Termination Payment.

(b) Acceleration upon Breach of Agreement. In the event of a Material Breach, unless otherwise waived in writing by each of the TRA Parties, the Early Termination Payment (calculated as if an Early Termination Notice had been delivered on the date of the Material Breach) shall become due and payable in accordance with Section 5.03 and the Agreement shall terminate, as and to the extent provided herein. Subject to the next sentence, Charter's failure to make a Tax Benefit Payment or Early Termination Payment (along with any interest) within ninety (90) calendar days after the applicable payment due date (except for all or a portion of such Tax Benefit Payment or Early Termination Payment that is being validly disputed in good faith under this Agreement, and then only with respect to the amount in dispute) shall be deemed to constitute a Material Breach. To the extent that any Tax Benefit Payment is not made by the date that is ninety (90) calendar days after the relevant payment due date because Charter (i) is prohibited from making such payment under Section 6.01 or the terms of any agreement governing any Senior Obligations (or other third-party indebtedness of any member of the Columbus Group) or (ii) does not have, and despite using commercially reasonable efforts has not obtained, sufficient funds to make such payment, such failure will not constitute a Material Breach; provided that (A) such payment obligation nevertheless will accrue for the benefit of the TRA Parties, (B) Charter shall pay the entirety of the unpaid amount (along with any applicable interest) promptly (and in any event, within twenty (20) Business Days) after the date on which Charter is not prohibited from making such payment under Section 6.01 or the terms of the agreements governing the Senior Obligations (or other third-party indebtedness of any member of the Columbus Group) and Charter has sufficient funds to make such payment and (C) the failure of Charter to take actions contemplated in clause (B) as and when required thereby will constitute a Material Breach; provided further that that the interest provisions of Section 6.02 shall apply to such late payment. It shall be a Material Breach if Charter makes any distribution of cash or other property (other than shares of Class A Common Stock) to its stockholders (in their capacity as such) or uses cash or other property to repurchase any capital stock of Charter (including Class A Common Stock), in each case, before (x) all Tax Benefit Payments (along with any applicable interest contemplated by this Agreement) that are due and payable as of the date Charter enters into a binding commitment to make such distribution or repurchase have been paid or (y) sufficient funds for the payment of all Tax Benefit Payments (along with any interest contemplated by this Agreement) that are due and payable on the date of the distribution or repurchase have been reserved therefor. Charter shall use commercially reasonable efforts to (1) obtain sufficient available funds for the purpose of making Tax Benefit Payments under this Agreement and (2) avoid entering into any agreements that could be reasonably anticipated to materially delay the timing of the making of any Tax Benefit Payments under this Agreement.

(c) Upon payment of the Early Termination Payment with respect to each of the TRA Parties by the Charter Member, the Charter Member shall have no further payment obligations under this Agreement, other than for any (i) Tax Benefit Payment with respect to a TRA Party agreed to by the Charter Member and such TRA Party as due and payable but unpaid as of the Early Termination Notice and (ii) any Tax Benefit Payment due to a TRA Party for the Covered Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (i) or (ii) is included in the Early Termination Payment), which payment obligations shall survive the termination of, and be calculated and paid in accordance with, this Agreement.

Section 5.02. Early Termination Notice. If Charter and the Charter Member choose to request early termination under Section 5.01(a) above, or in the case of a termination pursuant to Section 5.01(b), Charter and the Charter Member shall deliver to each TRA Party a notice (the "Early Termination Notice") specifying Charter and the Charter Member's intention to request early termination or the event causing a termination pursuant to Section 5.01(b), as applicable, and showing in reasonable detail its calculation of the Early Termination Payment with respect to such TRA Party (each, a "Proposed Early Termination Payment"). At the time (a) Charter and the Charter Member deliver the Early Termination Notice to the TRA Parties, or (b) in the case of a termination pursuant to Section 5.01(b), within 30 days following the Material Breach giving rise to such termination, Charter shall (a) deliver to each TRA Party schedules and work papers providing reasonable detail regarding the calculation of the Proposed Early Termination Payment with respect to such TRA Party and (b) allow such TRA Party reasonable access to the appropriate representatives at Charter and its Subsidiaries in connection with its review of such calculation. Within 30 days after receiving such calculation, such TRA Party shall notify Charter and the Charter Member whether it agrees to or objects to the Proposed Early Termination Payment with respect to such TRA Party. The Proposed Early Termination Payment with respect to a TRA Party shall only become final and binding on Charter, the Charter Member and such TRA Party if such TRA Party agrees in writing to the value of the Proposed Early Termination Payment within such 30 day period (or such shorter period as may be mutually agreed in writing by the relevant parties). If the relevant parties, negotiating in good faith, cannot agree upon the value of an Early Termination Payment within such 30 day period, Charter and such TRA Party shall employ the Reconciliation Procedures to resolve the dispute. For the avoidance of doubt, Charter and the Charter Member shall have no obligation to request early termination under Section 5.01. The date on which such Proposed Early Termination Payment becomes final in accordance with this Section 5.02 or the Reconciliation Procedures, as applicable, shall be the "Early Termination Reference Date".

Section 5.03. Payment upon Early Termination.

(a) Timing of Payment. Within 3 calendar days of an agreement between a TRA Party, Charter and the Charter Member as to the value of the Early Termination Payment with respect to such TRA Party, the Charter Member shall pay to such TRA Party an amount equal to such Early Termination Payment. Such payment shall be made by wire transfer of immediately available funds to a bank account designated by such TRA Party.

(b) Amount of Payment. The "Early Termination Payment" payable to a TRA Party pursuant to Section 5.03(a) shall equal the present value, discounted at the Agreed Rate and determined as of the Early Termination Reference Date, of all Tax Benefit Payments (other than any Tax Benefit Payments in respect of Taxable Years ending prior to the Early Termination Effective Date) that would be required to be paid by Charter to such TRA Party, beginning from the Early Termination Effective Date and using the Valuation Assumptions. For the avoidance of doubt, an Early Termination Payment shall be made to each TRA Party in accordance with this Agreement, regardless of whether such TRA Party has Exchanged all of its Units as of the Early Termination Effective Date.

ARTICLE VI

Subordination and Late Payments

Section 6.01. Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment or Early Termination Payment, in each case, with respect to a TRA Party, required to be made by the Charter Member to such TRA Party under this Agreement (a "Charter Member Payment") shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any debt of Charter or the Charter Member ("Senior Obligations") and shall rank pari passu with all current or future unsecured obligations of Charter or the Charter Member that are not Senior Obligations.

Section 6.02. Late Payments by the Charter Member. The amount of all or any portion of a Charter Member Payment with respect to a TRA Party not made to such TRA Party when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Agreed Rate and commencing from the date on which such Charter Member Payment was due and payable.

Section 6.03. Payment Ordering. If for any reason the Charter Member does not fully satisfy its payment obligations to make all Tax Benefit Payments due under this Agreement in respect of a particular Taxable Year, then the parties to this Agreement agree that (i) Tax Benefit Payments for such Taxable Year shall be allocated to all parties eligible to receive Tax Benefit Payments under this Agreement in such Taxable Year in proportion to the amounts of Tax Benefit Payments, respectively, that would have been made to each TRA Party if the Charter Member had sufficient cash available to make such Tax Benefit Payments, and (ii) no Tax Benefit Payments shall be made in respect of any Taxable Year until all Tax Benefit Payments to all TRA Parties in respect of all prior Taxable Years have been made in full.

ARTICLE VII

No Disputes; Consistency; Cooperation

Section 7.01. TRA Party Participation in Charter Group Tax Matters. Except as otherwise provided herein or in the LLC Agreement, Charter shall have full responsibility for, and sole discretion over, all Tax matters concerning Charter, Charter Holdings and their respective Subsidiaries, including, without limitation, the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, Charter shall notify the applicable TRA Party of, and keep such TRA Party reasonably informed with respect to, the portion of any audit of Charter, Charter Holdings and their respective Subsidiaries, as applicable, by a Taxing Authority the outcome of which is reasonably expected to affect such TRA Party's rights under this Agreement. Charter shall provide to such TRA Party reasonable opportunity to provide information and other input to Charter and its advisors concerning the conduct of any such portion of such audits.

Section 7.02. Cooperation. Each TRA Party shall (and shall cause its affiliates to) (a) furnish to Charter in a timely manner such information, documents and other materials as Charter may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make appropriate representatives of such TRA Party and any law firms or accounting firms engaged by such TRA Party available to Charter and its representatives to provide explanations of documents and materials and such other information as Charter or its representative may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter.

ARTICLE VIII

General Provisions

Section 8.01. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by e-mail (provided that no transmission error is received by the sender) if sent on a Business Day (or otherwise on the next Business Day) or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth in Schedule A, or pursuant to such other instructions as may be designated in writing by the party to receive such notice. Any party may change its address or fax number by giving the other party written notice of its new address or fax number in the manner set forth above.

Section 8.02. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 8.03. Entire Agreement; No Third Party Beneficiaries. This Agreement, including the Schedule to this Agreement, the Specified Documents, the A/N Contribution Agreement and the Cox Transaction Agreement embody the entire agreement and understanding of the parties hereto in respect to the subject matter contained in this Agreement. This Agreement supersedes all prior agreements and understandings, including the Existing Tax Receivables Agreement, between the parties with respect to the subject matter hereof and thereof, other than the Specified Documents. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.04. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to applicable principles of conflict of laws.

Section 8.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 8.06. Successors; Assignment; Amendments. Neither A/N nor Cox may assign this Agreement to any person without the prior written consent of Charter, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, each of A/N and Cox may pledge some or all of its rights, interests or entitlements under this Agreement to any U.S. money center bank in connection with a bona fide loan or other indebtedness. Charter and the Charter Member may not assign any of their rights, interests or entitlements under this Agreement without the consent of each of A/N and Cox, not to be unreasonably withheld or delayed; provided, however, that Charter may assign its rights to a wholly-owned Subsidiary of Charter without the prior written consent of A/N or Cox; provided, further, however, that no such assignment shall relieve A/N, Cox or Columbus of any of its obligations hereunder. Subject to each of the two immediately preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns including any acquirer of all or substantially all of the assets of Charter. Any amendment to this Agreement will be subject to approval by a majority of the independent directors of Charter.

Section 8.07. Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 8.08. Submission to Jurisdiction; Waivers. With respect to any suit, action or proceeding relating to this Agreement (collectively, a "Proceeding"), each party to this Agreement irrevocably (a) consents and submits to the exclusive jurisdiction of the courts of the States of New York and Delaware and any court of the U.S. located in the Borough of Manhattan in New York City or the State of Delaware; (b) waives any objection which such party may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have jurisdiction over such party; (c) consents to the service of process at the address set forth for notices in Schedule A herein; provided, however, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law; and (d) waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any Proceeding.

Section 8.09. Reconciliation. In the event that Charter and a TRA Party are unable to resolve a disagreement within the relevant period designated in this Agreement, the matter shall be submitted for determination to a nationally recognized expert in the particular area of disagreement employed by a nationally recognized accounting firm or a law firm (other than the Accounting Firm), which expert is mutually acceptable to the disagreeing parties and the Audit Committee. If the matter is not resolved before any payment that is the subject of a disagreement is due or any Tax Return reflecting the subject of a disagreement is due, such payment shall be made on the date prescribed by this Agreement in the amount proposed by the Charter Member and such Tax Return shall be filed as prepared by the Charter Group, subject to adjustment or amendment (including, for the avoidance of doubt, an increased Tax Benefit Payment) upon resolution. The determinations of the expert pursuant to this Section 8.09 shall be binding on Charter and its Subsidiaries, Charter Holdings and its Subsidiaries, and such TRA Party absent manifest error. The costs and expenses relating to the engagement of such expert or amending any Tax Return shall be borne by Charter except as provided in the next sentence. Charter and such TRA Party shall bear their own costs and expenses of such proceeding, unless (i) the expert adopts such TRA Party's position, in which case Charter shall reimburse such TRA Party for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the expert adopts Charter's position, in which case such TRA Party shall reimburse Charter for any reasonable out-of-pocket costs and expenses in such proceeding.

Section 8.10. Guaranty. To the extent that this Agreement obligates Charter Holdings or any other member of the Charter Group other than Charter, Charter shall take all action necessary to ensure that such party fulfills its obligations hereunder.

Section 8.11. Withholding. The Charter Member shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Charter Member is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Charter Member, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable TRA Party.

Section 8.12. Admission of Charter into a Consolidated Group; Transfers of Charter Assets.

(a) Notwithstanding anything to the contrary, if Charter is or becomes a member of an affiliated, consolidated, combined or unitary group of corporations that files a consolidated, combined or unitary income Tax Return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state, local or foreign law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated, combined or unitary taxable income, gain, loss, deduction and attributes of the group as a whole.

(b) If Charter (or any member of a group described in Section 8.12(a)) transfers or is deemed to transfer any Unit or any Exchange Asset to a transferee that is treated as a corporation for U.S. federal income Tax purposes (other than a member of a group described in Section 8.12(a)) in a transaction in which the transferee's basis in the property acquired is determined in whole or in part by reference to such transferor's basis in such property, then Charter shall cause such transferee to assume the obligation to make payments hereunder with respect to the applicable Basis Adjustments or Imputed Interest associated with any Exchange Asset or interests therein acquired (directly or indirectly) in such transfer (taking into account any gain recognized in the transaction) in a manner consistent with the terms of this Agreement as the transferee (or one of its affiliates) actually realizes Tax benefits from the Basis Adjustments or Imputed Interest.

(c) If Charter Holdings or any applicable Subsidiary transfers (or is deemed to transfer for U.S. federal income Tax purposes) any Exchange Asset to a transferee that is treated as a corporation for U.S. federal income Tax purposes (other than a member of a group described in Section 8.12(a)) in a transaction in which the transferee's basis in the property acquired is determined in whole or in part by reference to such transferor's basis in such property, Charter Holdings or the applicable Subsidiary shall be treated as having disposed of the Exchange Asset in a wholly taxable transaction. The consideration deemed to be received by Charter Holdings or the applicable Subsidiary in the transaction contemplated in the prior sentence shall be equal to the fair market value of the deemed transferred asset, plus (i) the amount of debt to which such asset is subject, in the case of a transfer of an encumbered asset or (ii) the amount of debt allocated to such asset, in the case of a transfer of a partnership interest.

(d) If any member of a group described in Section 8.12(a) that owns any Unit deconsolidates from the group (or Charter deconsolidates from the group), then Charter shall cause such member (or the parent of the consolidated group in a case where Charter deconsolidates from the group) to assume the obligation to make payments hereunder with respect to the applicable Basis Adjustments or Imputed Interest associated with any Exchange Asset it owns (directly or indirectly) in a manner consistent with the terms of this Agreement as the member (or one of its affiliates) actually realizes Tax benefits. If a transferee or a member of a group described in Section 8.12(a) assumes an obligation to make payments hereunder pursuant to this Section 8.12(d), then the initial obligor is relieved of the obligation assumed.

(e) If Charter (or any member of a group described in Section 8.12(a)) transfers (or is deemed to transfer for U.S. federal income Tax purposes) any Unit in a transaction that is wholly or partially taxable, then for purposes of calculating payments under this Agreement, Charter Holdings shall be treated as having disposed of the portion of any Exchange Asset (determined based on a pro rata share of an undivided interest in each Exchange Asset) that is indirectly transferred by Charter or other entity described above (*i.e.*, taking into account the number of Units transferred) in a wholly or partially taxable transaction, as applicable, in which all income, gain or loss is allocated to Charter. The consideration deemed to be received by Charter Holdings shall be equal to the fair market value of the deemed transferred asset, plus (i) the amount of debt to which such asset is subject, in the case of a transfer of an encumbered asset or (ii) the amount of debt allocated to such asset, in the case of a transfer of a partnership interest.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Charter, CCH II, LLC, Cox, and A/N have duly executed this Agreement as of the date first written above.

CHARTER COMMUNICATIONS, INC.

By /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CCH II, LLC

By /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

COX COMMUNICATIONS EQUITY HOLDINGS, INC.

By /s/ Dallas S. Clement
Name: Dallas S. Clement
Title: President

ADVANCE/NEWHOUSE PARTNERSHIP

By /s/ Steven A. Miron
Name: Steven A. Miron
Title: Chief Executive Officer

[Signature Page to the Tax Receivables Agreement]

Schedule A

Pursuant to Section 8.01 of this Agreement, all notices under this Agreement shall be delivered as set forth below:

if to Charter:

Charter Communications, Inc.
400 Washington Blvd.
Stamford, Connecticut 06902
Attention: Executive Vice President, General Counsel and Corporate Secretary
E-Mail: [***]
[***]

if to CCH II, LLC:

CCH II, LLC
400 Washington Blvd.
Stamford, Connecticut 06902
Attention: Executive Vice President, General Counsel and Corporate Secretary
E-Mail: [***]
[***]

with a copy (if to Charter or to CCH II, LLC) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Cohen
John L. Robinson
Steven R. Green
E-Mail: SACohen@wlrk.com
JLRobinson@wlrk.com
SRGreen@wlrk.com

if to A/N:

Advance/Newhouse Partnership
One World Trade Center
Attention: Chief Legal Officer
E-Mail: [***]

with a copy (which shall not constitute notice) to:

Advance/Newhouse Partnership
6350 Court St.
East Syracuse, NY 13057
Attention: [***]
E-Mail: [***]

with a copy (if to A/N) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLC
1285 Avenue of the Americas
New York, New York 10019
Attention: Robert B. Schumer
Michael Vogel
Lara Solomons
E-Mail: rschumer@paulweiss.com
mvogel@paulweiss.com
lsolomons@paulweiss.com

if to Cox:

Cox Communications Equity Holdings, Inc.
c/o Cox Enterprises, Inc.
6205-A Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary
E-Mail: [***]

with a copy (if to Cox) to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attention: Bradley C. Faris
Victoria E. VanStekelenburg
E-Mail: bradley.faris@lw.com
victoria.vanstekelenburg@lw.com

Exihbit 10.6

EXECUTION VERSION

AMENDED AND RESTATED EXCHANGE AGREEMENT

THIS AMENDED AND RESTATED EXCHANGE AGREEMENT (as amended from time to time in accordance with its terms, this "Agreement"), dated as of August 19, 2026, among Charter Communications, Inc., a Delaware corporation ("Charter"), CCH II, LLC, a Delaware limited liability company (together with any Person or Persons in the Charter Group (as defined below) to whom CCH II, LLC transfers any Units (as defined below) or who otherwise holds any Units, the "Charter Member"), Charter Communications Holdings, LLC, a Delaware limited liability company ("Charter Holdings"), Advance/Newhouse Partnership, a New York partnership ("A/N"), Cox Enterprises, Inc., a Delaware corporation ("Cox"), Cox Communications Equity Holdings, Inc., a Delaware corporation and wholly owned subsidiary of Cox ("Cox Newco"), and such other permitted holders of Class B Common Units (as defined herein) and Class C Common Units (as defined herein) from time to time party hereto.

WHEREAS, Charter, CCH II, LLC, Charter Holdings and A/N are party to the Exchange Agreement, dated as of May 18, 2016 (the "Existing Exchange Agreement");

WHEREAS, the parties hereto desire to establish economic equivalency between Common Units (as defined herein) and Class A Common Stock (as defined herein);

WHEREAS, the parties hereto desire to provide for the exchange from time to time of Class B Common Units and Class C Common Units, in each case, for cash or for shares of Class A Common Stock on the terms and subject to the conditions set forth herein; and

WHEREAS, the parties hereto desire to amend and restate the Existing Exchange Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

SECTION 1.1 Definitions. The following definitions shall for all purposes, unless the context otherwise clearly indicates, apply to the capitalized terms used in this Agreement.

"Affiliate" means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, such Person; it being understood that "control" or any correlative version thereof in this Agreement shall have the meaning ascribed thereto in Rule 12b-2 under the Exchange Act. Notwithstanding anything to the contrary set forth in this Agreement, (i) Charter and its Subsidiaries shall not be deemed to be Affiliates of A/N or any of its Affiliates, (ii) Charter and its Subsidiaries shall not be deemed to be Affiliates of Cox or any of its Affiliates and (iii) for the purposes of this Agreement, A/N and Cox and their respective Affiliates shall not be deemed to be Affiliates of Cox or A/N or any of their respective Affiliates, respectively.

"Agreement" has the meaning set forth in the preamble hereto.

"A/N" has the meaning set forth in the preamble hereto.

"Board of Directors" means the Board of Directors of Charter.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Calendar Quarter" means each January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

"Cash Exchange Payment" means an amount in cash equal to the product of (x) the number of Class B Common Units Exchanged or Class C Common Units Exchanged, as applicable, in each case, in respect of which the Manager (on behalf of Charter Holdings) has not elected to deliver shares of Class A Common Stock, and (y) the VWAP of the Class A Common Stock for the two (2) consecutive Trading Days ending on and including the Trading Day immediately prior to the date of delivery of the relevant Exchange Notice or Notice of Foreclosure; provided that in calculating such average, (i) the Closing Price for any Trading Day during the two (2) Trading Day period prior to the Ex-Dividend Date of any extraordinary distributions made on the Class A Common Stock during the two (2) Trading Day period shall be reduced by the value of such distribution per share of Class A Common Stock, and (ii) the Closing Price for any Trading Day during the two (2) Trading Day period prior to the date of a Subdivision or Combination of Class A Common Stock occurring during the two (2) Trading Day period shall automatically be adjusted in inverse proportion to such Subdivision or Combination; and provided, further, that in connection with any Exchange (other than pursuant to Section 2.1(b)) in connection with, and immediately prior to, a Change of Control, the Cash Exchange Payment shall be the fair market value, as determined by the Board of Directors in good faith, of the per share consideration to be received by the holders of the Class A Common Stock in connection with the Change of Control.

"Change of Control" means any (i) merger, consolidation or other business combination of Charter or Charter Holdings (or any of their respective Subsidiaries that alone or together represent all or substantially all of Charter's or Charter Holdings' consolidated business at that time) or any successor or other entity owning or holding substantially all of the assets of Charter or Charter Holdings and their respective Subsidiaries that results in the holders of Class A Common Stock (in the case of Charter) or the holders of Common Units (in the case of Charter Holdings) immediately before the consummation of such transaction, or a series of related transactions, holding, directly or indirectly, less than 50% of the equity or voting power of Charter or Charter Holdings (or any such Subsidiary or Subsidiaries) or any successor or other entity owning or holding substantially all of the assets of Charter or Charter Holdings and their respective Subsidiaries or the surviving entity thereof, as applicable, immediately following the consummation of such transaction or series of related transactions; it being understood that such ownership shall be evaluated on a combined basis (i.e., on an as-converted, as-exchanged basis and without regard to any voting power or ownership limitation on A/N, Cox or their respective Affiliates) so that any ownership interest in the Charter Member shall be aggregated (without duplication) with any ownership interest in Charter Holdings or any such Subsidiary of Charter, any other member of the Charter Group or any such successor; (ii) transfer, in one or a series of related transactions, equity interests representing 50% or more of the equity or voting power of Charter Holdings or Charter (or any of their respective Subsidiaries that alone or together represent all or substantially all of Charter's or Charter Holdings' consolidated assets at that time) or any successor or other entity owning or holding substantially all of the consolidated assets of Charter and Charter Holdings and their respective Subsidiaries, taken as a whole, to a Person or Group (other than Charter or any of its Subsidiaries), or entitling such Person or Group to elect a majority of the board of directors or similar governing body of Charter or Charter Holdings (or such Subsidiary or Subsidiaries) or any such successor or other entity; it being understood that such ownership shall be evaluated on a combined basis (i.e., on an as-converted, as-exchanged basis and without regard to any voting power or ownership limitation on A/N, Cox or their respective Affiliates) so that any ownership interest in the Charter Member shall be aggregated (without duplication) with any ownership interest in Charter Holdings or any such Subsidiary of Charter or any such successor; or (iii) sale or other disposition in one or a series of related transactions of all or substantially all of the consolidated assets of Charter and Charter Holdings and their respective Subsidiaries. Notwithstanding anything to the contrary contained herein, for purposes of determining whether a Change of Control has occurred, it shall be assumed that all Class B Common Units and Class C Common Units have been exchanged for shares of Class A Common Stock (or equity interests of any successor or other entity owning or holding substantially all of the assets of Charter and its Subsidiaries) immediately prior to any such merger, consolidation, other business combination or transfer and there is no limitation on the voting power or ownership limitation on A/N or its Affiliates or on Cox or its Affiliates.

"Charter" has the meaning set forth in the preamble hereto and shall include any successor thereto.

"Charter Certificate" means the Second Amended and Restated Certificate of Incorporation of Charter, as the same may be amended from time to time in accordance with its terms.

"Charter Group" has the meaning set forth in the LLC Agreement.

"Charter Holdings" has the meaning set forth in the preamble hereto and shall include any successor thereto.

"Charter Member" has the meaning set forth in the preamble hereto.

"Chosen Courts" has the meaning set forth in Section 4.9.

"Class A Common Stock" means the Class A Common Stock, par value $0.001 per share, of Charter.

"Class A Common Unit" means (i) a Class A Common Unit of Charter Holdings, or (ii) the common stock or other equity securities of a successor corporation or entity for which a Class A Common Unit has been converted or exchanged.

"Class B Common Stock" means the Class B Common Stock, par value $0.001, of Charter.

"Class B Common Unit" means (i) a Class B Common Unit of Charter Holdings, or (ii) the common stock or other equity securities of a successor corporation or entity for which a Class B Common Unit has been converted or exchanged.

"Class B Unitholder" means each holder of one or more Class B Common Units party hereto as of the date hereof or which, following the date hereof, executes a joinder pursuant to Section 4.1 hereof.

"Class C Common Stock" means the Class C Common Stock, par value $0.001, of Charter.

"Class C Common Unit" means (i) a Class C Common Unit of Charter Holdings, or (ii) the common stock or other equity securities of a successor corporation or entity for which a Class C Common Unit has been converted or exchanged.

"Class C Unitholder" means each holder of one or more Class C Common Units party hereto as of the date hereof or which, following the date hereof, executes a joinder pursuant to Section 4.1 hereof.

"Closing Price" means, with respect to any Trading Day, the price per share of the final trade of the Class A Common Stock on such day (but not including any "after hours" trading) on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading.

"Code" means the Internal Revenue Code of 1986, as amended.

"Combination" means any combination of stock or units, as the case may be, by reverse stock split, reclassification, recapitalization or otherwise.

"Commission" means the U.S. Securities and Exchange Commission and any successor thereto.

"Common Units" means the Class A Common Units, the Class B Common Units and the Class C Common Units.

"Convertible Preferred Unit" means a Convertible Preferred Unit of Charter Holdings.

"Convertible Preferred Unitholder" means each holder of one or more Convertible Preferred Units party hereto as of the date hereof or which, following the date hereof, executes a joinder pursuant to Section 4.1 hereof.

"Cox" has the meaning set forth in the preamble hereto.

"Cox Newco" has the meaning set forth in the preamble hereto.

"Date of Exchange" means, unless otherwise agreed to by Charter, Charter Holdings and the applicable Unitholder, (i) in the case of an exchange pursuant to an Exchange Notice, the later of (a) the date identified in such Exchange Notice, (b) two (2) Business Days following the date of delivery of an Election Notice if the Manager delivers an Election Notice electing to provide consideration in accordance with the Consideration Preference specified in such Exchange Notice (or two (2) Business Days following the date on which the Manager shall have been deemed to have elected to provide consideration in accordance with the Consideration Preference specified in the applicable Exchange Notice), and (c) if the Manager delivers an Election Notice electing to provide consideration that differs from the Consideration Preference specified in such Exchange Notice, the date that is two (2) Business Days following the expiration of the retraction period set forth in Section 2.1(c); and (ii) in the case of an exchange pursuant to Section 3.5 of the LLC Agreement, five (5) Business Days following the date of the applicable Notice of Foreclosure if received by Charter or Charter Holdings or the consummation of another event set forth in clauses (x), (y) or (z) of Section 3.5(a) of the LLC Agreement whereby the relevant Units are deemed surrendered for exchange, as applicable.

"Election Notice" has the meaning set forth in Section 2.1(c).

"Exchange" means the surrender or exchange of Class B Common Units or Class C Common Units, as applicable, for cash or, at the option of the Manager, shares of Class A Common Stock.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Exchange Notice" means a written election of Exchange substantially in the form of Exhibit A (or such other form acceptable to Charter Holdings), duly executed by the applicable Class B Unitholder or Class C Unitholder, which notice shall include such Unitholder's designation of whether such Unitholder prefers to receive a Cash Exchange Payment or shares of Class A Common Stock in the applicable Exchange (a "Consideration Preference").

"Ex-Dividend Date" means the first date on which the shares of Class A Common Stock trade on the applicable exchange or in the applicable market regular way, without the right to receive the dividend or distribution in question from Charter, or, if applicable, from the seller of the Class A Common Stock on such exchange or market as determined by such exchange or market.

"Existing Exchange Agreement" has the meaning set forth in the preamble hereto.

"Government Entity" means any federal, state, local or foreign government, governmental subdivision, administrative body or other governmental or quasi-governmental agency, tribunal, court or other entity of competent jurisdiction.

"Group" means "group" within the meaning of Rule 13d-3 under the Exchange Act.

"Law" means any applicable law, statute, ordinance, rule, regulation, code, Order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a Government Entity or Self-Regulatory Organization (including, for the sake of clarity, any policy statement or interpretation that has the force of law with respect to any of the foregoing, and including common law).

"LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Charter Holdings, by and among Charter, CCH II, LLC, Cox Communications Equity Holdings, Inc., Segra Acquisition Holdings, Inc., Fiber Holdings Acquisition Holdings, Inc., Fiber Blocker Acquisition Holdings, Inc., RapidScale Acquisition Holdings, Inc., CCH Holding Company, LLC, Hunter Acquisition Holding, Inc., Insight Blocker, LLC, Cabot Acquisition Group, Inc., A/N and Charter Holdings, dated as of the date hereof, as such agreement may be amended from time to time in accordance with its terms.

"Manager" has the meaning set forth in the LLC Agreement.

"NASDAQ" means the NASDAQ Global Select Market or any successor thereto.

"Notice of Foreclosure" has the meaning set forth in the LLC Agreement.

"Order" means any order, injunction, judgment, decree, writ or other enforcement action.

"Permitted Exchange Event" means one of the following events, as of the applicable Date of Exchange:

(i) the Exchange by a Class B Unitholder representing in the aggregate 2% or less of all outstanding Common Units, provided that (unless otherwise agreed to by Charter and Charter Holdings) no Date of Exchange pursuant to this clause (i) has previously occurred (or will occur pursuant to a prior, unrevoked Exchange Notice pursuant to this clause (i)) in the same Calendar Quarter as such Date of Exchange;

(ii) the Exchange by a Class C Unitholder representing in the aggregate 2% or less of all outstanding Common Units, provided that (unless otherwise agreed to by Charter and Charter Holdings) no Date of Exchange pursuant to this clause (ii) has previously occurred (or will occur pursuant to a prior, unrevoked Exchange Notice pursuant to this clause (ii)) in the same Calendar Quarter as such Date of Exchange;

(iii) the Exchange by a Class B Unitholder representing in the aggregate more than 2% of all outstanding Common Units;

(iv) the Exchange by a Class C Unitholder representing in the aggregate more than 2% of all outstanding Common Units; or

(v) the Exchange by a Class B Unitholder or a Class C Unitholder in connection with a Change of Control to the extent Common Units are not exchanged under Section 2.1(b).

"Permitted Transferee" has the meaning set forth in Section 4.1.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint venture, a Government Entity, a trust or other entity or organization.

"Registration Rights Agreement" means the Amended and Restated Registration Rights Agreement, dated as of the date hereof, by and among Charter, Cox, Cox Newco, A/N and the other parties from time to time party thereto, as such agreement may be amended from time to time in accordance with its terms.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Self-Regulatory Organization" means NASDAQ, the New York Stock Exchange, any national securities exchange (as defined in the Exchange Act), any other securities exchange, futures exchange, contract market or other exchange or similar regulatory body or organization.

"Specified Documents" means this Agreement, the LLC Agreement, the Stockholders Agreement, the Registration Rights Agreement, the Tax Receivables Agreement and the Charter Certificate.

"Stockholders Agreement" means the Third Amended and Restated Stockholders Agreement, dated as of the date hereof, by and among Charter, Cox, Cox Newco and A/N, as such agreement may be amended from time to time in accordance with its terms.

"Subdivision" means any subdivision of stock or units, as the case may be, by any split, dividend, reclassification, recapitalization or otherwise.

"Subsidiary" means, with respect to any Person, any other Person of which (i) a majority of the outstanding share capital, voting securities or other equity interests are owned, directly or indirectly, by such first Person and/or any other Subsidiary of such first Person or (ii) such first Person and/or any other Subsidiary of such first Person is entitled, directly or indirectly, to appoint a majority of the board of directors or comparable body of such Person.

"Tax Distribution" has the meaning set forth in the LLC Agreement.

"Tax Receivables Agreement" means the Amended and Restated Tax Receivables Agreement, by and among A/N, Cox Newco, Charter and CCH II, LLC, dated as of the date hereof, as such agreement may be amended from time to time in accordance with its terms.

"Trading Day" shall mean any Business Day on which the Class A Common Stock is traded, or able to be traded, on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading.

"Unitholder" means a Class B Unitholder, a Class C Unitholder or a Convertible Preferred Unitholder.

"Units" has the meaning set forth in the LLC Agreement.

"VWAP" means, for any specified period, with respect to any class of stock, a price per share equal to the volume-weighted average of the trading prices of such stock, as reported by Bloomberg L.P. (with respect to the Class A Common Stock, on the screen entitled "CHTR <EQUITY> AQR SEC" or its equivalent successor if such page is not available) for such period (without regard to pre-open or after hours trading outside of any regular trading session during such period).

SECTION 1.2 Interpretation. In this Agreement and in the Exhibits hereto, except to the extent that the context otherwise clearly requires:

(a) the headings are for convenience of reference only and shall not affect the interpretation of this Agreement;

(b) defined terms include the plural as well as the singular and vice versa;

(c) words importing gender include all genders;

(d) a reference to any statute, regulation or statutory or regulatory provision shall be construed as a reference to the same as it may have been or may from time to time be amended, extended, re-enacted or consolidated and to all statutory and regulatory instruments or orders made under it;

(e) references to Articles, Sections, subsections, clauses and Exhibits are references to Articles, Sections, subsections and clauses of, and Exhibits to, this Agreement;

(f) references in this Agreement to "dollars" or "$" shall mean the lawful currency of the United States of America;

(g) the words "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation";

(h) unless otherwise specified, references to any party to this Agreement or any other document or agreement shall include its successors and permitted assigns;

(i) the terms "either" and "or" are not exclusive;

(j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not simply mean "if"; and

(k) a reference to "financial institution" includes, but is not limited to, any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, reinsurance company, broker-dealer, investment bank, securities firm, mutual fund, hedge fund, private equity fund, private credit fund, pension fund, sovereign wealth fund, registered investment company, swap dealer, major swap participant, security-based swap dealer, major security-based swap participant, government-sponsored enterprise, finance company, financial holding company, bank holding company, any other entity primarily engaged in the business of banking, lending, investing, underwriting, brokerage, asset management, custody, payment processing, money transmission, financial advisory, financial data services, factoring, leasing or insurance, any Government Entity or instrumentality thereof acting in a financial or monetary capacity, or any other Person that is organized, chartered, licensed, registered or regulated as a financial institution under the Laws of any jurisdiction, in each case, whether domestic or foreign.

The parties have participated jointly in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

SECTION 2.1 Exchange of Class B Common Units and Class C Common Units.

(a) Elective or Automatic Exchanges of Class B Common Units and Class C Common Units.

(i) In the event a Class B Unitholder or Class C Unitholder wishes to effect a Permitted Exchange Event, such Class B Unitholder or Class C Unitholder, as applicable, shall (i) deliver to Charter Holdings an Exchange Notice and (ii) surrender or, in the absence of such surrender, be deemed to have surrendered, all Class B Common Units or Class C Common Units, as applicable, to Charter Holdings (free and clear of all liens, encumbrances, rights of first refusal and similar restrictions, except for such liens, encumbrances and similar restrictions that are permitted to exist by Charter and Charter Holdings) to be surrendered pursuant to such Exchange Notice.

(ii) The consideration for the Class B Common Units or Class C Common Units, as applicable, to be surrendered pursuant to Section 2.1(a)(i) or automatically exchanged pursuant to Section 3.5 of the LLC Agreement shall be a Cash Exchange Payment by Charter Holdings; provided, however, at the option of the Manager (on behalf of Charter Holdings), the consideration for all or any portion of the Class B Common Units or Class C Common Units, as applicable, to be surrendered pursuant to Section 2.1(a)(i) or automatically exchanged pursuant to Section 3.5 of the LLC Agreement shall be a number of shares of Class A Common Stock equal to the number of Class B Common Units or Class C Common Units, as applicable, surrendered or automatically exchanged, in each case, in respect of which the Manager (on behalf of Charter Holdings) has elected to deliver shares of Class A Common Stock. If the Manager elects, on behalf of Charter Holdings, for shares of Class A Common Stock to be provided in an Exchange, whether pursuant to Section 2.1(a)(i) or Section 3.5 of the LLC Agreement, (i) Charter shall issue and contribute, directly or indirectly, to Charter Holdings, the number of shares of Class A Common Stock equal to the number of Class B Common Units or Class C Common Units, as applicable, surrendered or automatically exchanged, in each case, in respect of which the Manager (on behalf of Charter Holdings) has elected to deliver shares of Class A Common Stock, (ii) in consideration for the issuance and contribution described in clause (i), Charter Holdings shall issue to the Charter Member the number of Class A Common Units equal to the number of shares of Class A Common Stock issued and contributed to Charter Holdings, (iii) subject to Section 4.8 of the LLC Agreement, Charter shall take such other actions as are necessary to preserve the 1:1 Up-C structure between Charter and Charter Holdings as set forth in Section 2.3(a), and (iv) Charter Holdings shall (A) deliver or cause to be delivered at the offices of the then-acting registrar and transfer agent of the Class A Common Stock (or, if there is no then-acting registrar and transfer agent of the Class A Common Stock, at the principal executive offices of Charter) the number of shares of Class A Common Stock deliverable upon such Exchange, registered in the name of the relevant surrendering Unitholder (or in such other name as is requested in writing by or on behalf of such Unitholder), or, in the case of an automatic exchange of Class B Common Units or Class C Common Units, as applicable, pursuant to Section 3.5 of the LLC Agreement, as directed by the applicable financial institution(s) in the Notice of Foreclosure, in certificated or uncertificated form in the sole discretion (unless otherwise agreed to by Charter and Charter Holdings) of Charter Holdings, or (B) if the Class A Common Stock is settled through the facilities of The Depository Trust Company, upon the written instruction of the surrendering Unitholder set forth in the Exchange Notice or, in the case of an automatic exchange of Class B Common Units or Class C Common Units, as applicable, pursuant to Section 3.5 of the LLC Agreement, at the direction of the applicable financial institution(s) set forth in the Notice of Foreclosure, use its reasonable best efforts to deliver, or cause to be delivered, the shares of Class A Common Stock deliverable to such surrendering Unitholder or, in the case of an automatic exchange of Class B Common Units or Class C Common Units, as applicable, pursuant to Section 3.5 of the LLC Agreement, at the direction of the applicable financial institution(s), in the Exchange through the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by such surrendering Unitholder in the Exchange Notice or, in the case of an automatic exchange of Class B Common Units or Class C Common Units, as applicable, pursuant to Section 3.5 of the LLC Agreement, at the direction of the applicable financial institution(s) in the Notice of Foreclosure. An Exchange of Class B Common Units or Class C Common Units pursuant to Section 2.1(a)(i) will be deemed to have been effected immediately prior to the close of business on the Date of Exchange, and an automatic exchange of Class B Common Units or Class C Common Units pursuant to Section 3.5 of the LLC Agreement shall be deemed to have been effected as of the time a foreclosure sale is consummated as set forth in Section 3.5 of the LLC Agreement, in each case, at which time the exchanged Class B Common Units or Class C Common Units, as applicable, shall be deemed cancelled (and thereby cease to exist) without any action required on the part of any Person, including Charter or Charter Holdings; provided, however, that in the event of an Exchange hereunder in connection with, and immediately prior to, a Change of Control, other than in connection with a foreclosure sale, the exchange of Class B Common Units or Class C Common Units, as applicable, shall be deemed to be effective immediately prior to the consummation of the Change of Control. If any shares of Class A Common Stock are issued pursuant to this Section 2.1(a)(ii), the exchanging Unitholder will be treated as a holder of record of Class A Common Stock as of the close of business on such Date of Exchange or, in the event of an automatic exchange of Class B Common Units or Class C Common Units, as applicable, pursuant to Section 3.5 of the LLC Agreement, the Unitholder that pledged the respective Units will be treated as a holder of record of Class A Common Stock as of the time the foreclosure sale is consummated. Unless otherwise agreed to by Charter and Charter Holdings, Charter Holdings shall deliver (or cause to be delivered) to or to the order of the exchanging Class B Unitholder or Class C Unitholder, as applicable, or applicable financial institution(s) the cash consideration or certificates, if any, representing the Class A Common Stock deliverable pursuant to Section 2.1(a)(i) on or before the date that is three (3) Business Days following the Date of Exchange or, in the case of an automatic exchange of Class B Common Units or Class C Common Units, as applicable, pursuant to Section 3.5 of the LLC Agreement, as soon as reasonably practicable, and in any event on or before the Date of Exchange.

(b) Mandatory Exchanges. In connection with a Change of Control, and subject to any approval of the Change of Control by the holders of Class A Common Stock, Class B Common Stock and Class C Common Stock required under the Charter Certificate or applicable law, Charter or Charter Holdings shall have the right to require each Class B Unitholder and Class C Unitholder to Exchange some or all of the Class B Common Units and Class C Common Units owned by such Class B Unitholder or Class C Unitholder, respectively (free and clear of all liens, encumbrances, rights of first refusal and similar restrictions, except for such liens, encumbrances and similar restrictions that are permitted to exist by Charter and Charter Holdings), in consideration for the delivery by Charter Holdings to such Class B Unitholder or Class C Unitholder, as applicable, of a number of shares of Class A Common Stock equal to the number of Class B Common Units or Class C Common Units, as applicable, required to be exchanged. Any such Exchange pursuant to this Section 2.1(b) shall be effected by the surrender or deemed surrender of the Class B Common Units and/or Class C Common Units, as applicable, to be exchanged and shall be effective immediately prior to the consummation of the Change of Control (and, for the avoidance of doubt, shall not be effective if such Change of Control is not consummated), at which time the exchanged Class B Common Units and/or Class C Common Units, as applicable, shall be deemed cancelled without any action required on the part of any Person, including Charter or Charter Holdings. To effect the delivery of such shares of Class A Common Stock, (i) Charter shall issue and contribute, directly or indirectly, to Charter Holdings, the number of shares of Class A Common Stock equal to the aggregate number of Class B Common Units and/or Class C Common Units, as applicable, surrendered, (ii) in consideration for the issuance and contribution described in clause (i), Charter Holdings shall issue to the Charter Member the number of Class A Common Units equal to the number of shares of Class A Common Stock issued and contributed to Charter Holdings, (iii) subject to Section 4.8 of the LLC Agreement, Charter shall take such other actions as are necessary to preserve the 1:1 Up-C structure between Charter and Charter Holdings as set forth in Section 2.3(a), and (iv) Charter Holdings shall (A) deliver or cause to be delivered at the offices of the then-acting registrar and transfer agent of the Class A Common Stock (or, if there is no then-acting registrar and transfer agent of the Class A Common Stock, at the principal executive offices of Charter) the number of shares of Class A Common Stock deliverable upon such Exchange, registered in the name of the relevant surrendering Unitholder (or in such other name as is requested in writing by or on behalf of such Unitholder), in certificated or uncertificated form, in the sole discretion (unless otherwise agreed to by Charter and Charter Holdings) of Charter Holdings, or (B) if the Class A Common Stock is settled through the facilities of The Depository Trust Company, upon the written instruction of the surrendering Unitholder, use its reasonable best efforts to deliver, or cause to be delivered, the shares of Class A Common Stock deliverable to such surrendering Unitholder in the Exchange through the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by or on behalf of such surrendering Unitholder. If any shares of Class A Common Stock are issued pursuant to this Section 2.1(b), the surrendering Unitholder will be treated as a holder of record of Class A Common Stock as of immediately prior to the consummation of the Change of Control. Charter shall provide written notice of an expected Change of Control to all Class B Unitholders and Class C Unitholders within the earlier of (x) five (5) days following the execution of the agreement with respect to such Change of Control and (y) ten (10) days before the proposed date upon which the contemplated Change of Control is to be effected, indicating in such notice such information as may reasonably describe the Change of Control transaction, subject to applicable law. Charter shall update such notice from time to time to reflect any material changes to such notice. Charter may satisfy any such notice and update requirements described in the preceding two sentences by providing such information on a Form 8-K, Schedule TO, Schedule 14D-9 or similar form filed with the Commission or a press release posted on its website. In any mandatory exchange pursuant to this Section 2.1(b), Charter and Charter Holdings shall require the same percentage of outstanding equity interests to be exchanged from each class of equity subject to such mandatory exchange.

(c) Election. After receipt of an Exchange Notice, the Manager, on behalf of Charter Holdings, shall deliver a notice of election (an "Election Notice") within three (3) Business Days of Charter Holdings' receipt of such Exchange Notice, in which the Manager, on behalf of Charter Holdings, may elect for the consideration in the form of a Cash Exchange Payment or shares of Class A Common Stock or a combination thereof to be provided in an elective Exchange pursuant to Section 2.1(a)(i) to differ from the Consideration Preference specified in such Exchange Notice. If the Manager elects to provide such consideration that differs from the Consideration Preference specified in the applicable Exchange Notice, the exchanging Class B Unitholder or Class C Unitholder, as applicable, shall have the right to retract such Exchange Notice by delivering written notice to Charter Holdings within two (2) Business Days of receipt of the Election Notice. If no Election Notice is given within such three (3) Business Day period, the Manager shall be deemed to have elected to provide consideration in accordance with the Consideration Preference specified in the applicable Exchange Notice.

(d) As set forth in Section 2.1(a)(ii), an exchanging Class B Unitholder or Class C Unitholder shall be treated as a holder of record of Class A Common Stock as of the close of business on such Date of Exchange, and in the case of an automatic exchange of Class B Common Units or Class C Common Units pursuant to Section 3.5 of the LLC Agreement, the Unitholder that pledged the relevant Units will be treated as a holder of record of Class A Common Stock as of the time the foreclosure sale is consummated. Such exchanging Class B Unitholder or Class C Unitholder or, in the case of an automatic exchange of Class B Common Units or Class C Common Units pursuant to Section 3.5 of the LLC Agreement, such applicable Unitholder shall be entitled to receive all the benefits to which a holder of record of Class A Common Stock is entitled to receive as of such time. Charter and Charter Holdings agree that any record date for a dividend or distribution with respect to the Class A Common Stock will occur on the same date as or following the record date for any corresponding pro rata dividend or distribution or other event with respect to the Common Units.

(e) Cancellation of Class B Common Stock and Class C Common Stock. All voting rights of the Class B Common Stock with respect to any exchanged Class B Common Unit shall automatically be reduced as provided in the Charter Certificate as of the close of business on the applicable Date of Exchange or at the time the foreclosure sale is consummated, as applicable to the circumstances of the exchange, without any action required on the part of any Person. All voting rights of the Class C Common Stock with respect to any exchanged Class C Common Unit shall automatically be reduced as provided in the Charter Certificate as of the close of business on the applicable Date of Exchange or at the time the foreclosure sale is consummated, as applicable to the circumstances of the exchange, without any action required on the part of any Person.

(f) Expenses. Charter Holdings shall bear its and the Charter Group's expenses and each exchanging Class B Unitholder and Class C Unitholder or, in the case of an automatic exchange of Class B Common Units or Class C Common Units pursuant to Section 3.5 of the LLC Agreement, the applicable pledgor Unitholder and financial institution, shall bear its own expenses in connection with the consummation of any Exchange, whether or not any such Exchange is ultimately consummated, except that Charter Holdings shall bear any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; provided that if any shares of Class A Common Stock are to be delivered in a name other than that of the Class B Unitholder or Class C Unitholder (as applicable) that requested the Exchange or applicable financial institution(s), then, unless otherwise agreed to by Charter and Charter Holdings, such Class B Unitholder or Class C Unitholder (as applicable), the pledgor Unitholder or the Person in whose name such shares are to be delivered shall pay to Charter Holdings the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Exchange (to the extent the amount of any such taxes are in excess of what would be required to be paid by Charter or Charter Holdings in connection with, or arising by reason of, such Exchange if the shares of Class A Common Stock were to be delivered in the name of the Class B Unitholder or Class C Unitholder (as applicable) that requested the Exchange or applicable financial institution(s)) or shall establish to the reasonable satisfaction of Charter and Charter Holdings that such tax has been paid or is not payable. For the avoidance of doubt, each exchanging Class B Unitholder and Class C Unitholder or pledgor Unitholder, as applicable to the circumstances of an exchange, shall bear any and all income or gains taxes imposed on gain realized by such exchanging Class B Unitholder, Class C Unitholder or pledgor Unitholder, respectively, as a result of any such Exchange.

(g) Treatment for U.S. Federal Income Tax Purposes. For U.S. Federal income tax purposes, the parties agree to treat an Exchange for cash that is not directly traceable to cash received from Charter as a distribution under Section 731 of the Code and to treat any other Exchange as a "disguised sale" of Class B Common Units from A/N to a member of the Charter Group or as a "disguised sale" of Class C Common Units from Cox Newco to a member of the Charter Group, as applicable, and each of the parties shall file all tax returns in a manner consistent with such treatment.

SECTION 2.2 Common Stock to Be Issued.

(a) In connection with any Exchange, whether pursuant to Section 2(a)(i), Section 2(b) or Section 3.5 of the LLC Agreement, or other transaction described herein, Charter and Charter Holdings reserve the right to provide shares of Class A Common Stock that are registered pursuant to the Securities Act, unregistered shares of Class A Common Stock or any combination thereof, as each of them may determine (unless otherwise agreed to by Charter and Charter Holdings) in its sole discretion.

(b) Charter shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock such number of shares of Class A Common Stock necessary to satisfy its obligations hereunder. Charter, Charter Holdings and the exchanging Class B Unitholder(s) and Class C Unitholder(s) shall use their respective reasonable best efforts to obtain the approval of any Government Entity required under any Law prior to and comply with all federal and state securities laws in connection with the issuance of Class A Common Stock in any Exchange. Charter shall use its reasonable best efforts to list the shares of Class A Common Stock issued in any Exchange on NASDAQ (or such other national securities exchange upon which the Class A Common Stock of Charter may be listed on the Date of Exchange) prior to the delivery thereof to the exchanging Class B Unitholder or Class C Unitholder (as applicable).

(c) Any Class A Common Stock to be issued by Charter in accordance with this Agreement shall be validly issued, fully paid and non-assessable.

SECTION 2.3 Capital Structure of Charter and Charter Holdings.

(a) Charter shall, and shall cause Charter Holdings to, take all actions necessary so that, at all times for as long as this Agreement is in effect (i) each Class B Common Unit has the same economic rights as each Class A Common Unit; (ii) each Class C Common Unit has the same economic rights as each Class A Common Unit; (iii) the number of Class A Common Units outstanding equals the number of shares of Class A Common Stock outstanding; and (iv) subject to Section 4.8 of the LLC Agreement, Charter and Charter Holdings shall otherwise maintain a 1:1 Up-C structure (except with respect to the Class B Common Units, Class C Common Units and Convertible Preferred Units).

(b) As promptly as practicable following the issuance by Charter of any shares of Class A Common Stock other than pursuant to an Exchange (including any issuance in connection with a business acquisition by Charter or its Subsidiaries, an equity incentive program or upon the conversion, exercise or exchange of any security or other instrument convertible into or exercisable or exchangeable for shares of Class A Common Stock), Charter shall contribute, directly or indirectly, the proceeds of such issuance (including the exercise price or other proceeds or property received in connection with any issuance in connection with the exercise of options, warrants or other rights to purchase shares of Class A Common Stock), if any (net of any selling or underwriting discounts or commissions) to Charter Holdings, and Charter Holdings shall issue Class A Common Units to the Charter Member equal to the number of shares of Class A Common Stock issued; provided that in lieu of such contribution and issuance, Charter may agree with a Class B Unitholder and/or Class C Unitholder to transfer such net proceeds to such Class B Unitholder and/or Class C Unitholder (as applicable) in exchange for the receipt by the Charter Member of a number of Class B Common Units and/or Class C Common Units (as applicable) equal in the aggregate to the number of shares of Class A Common Stock to which such net proceeds relate. Any agreement by such Class B Unitholder and/or Class C Unitholder (as applicable) shall be in such Class B Unitholder's and/or Class C Unitholder's (as applicable) sole discretion. Any Class B Common Unit or Class C Common Unit so acquired by the Charter Member shall be converted into a Class A Common Unit held by the Charter Member automatically and without any further action by Charter Holdings or the Charter Member. In such event, subject to Section 4.8 of the LLC Agreement, Charter shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and Charter Holdings as set forth in Section 2.3(a).

(c) Charter shall not in any manner effect any Subdivision or Combination of Class A Common Stock unless Charter Holdings simultaneously effects a Subdivision or Combination, as the case may be, of Common Units with an identical ratio as the Subdivision or Combination of Class A Common Stock. Except as set forth in Section 4.8(b)(v) of the LLC Agreement, Charter Holdings shall not in any manner effect any Subdivision or Combination of Common Units unless Charter simultaneously effects a Subdivision or Combination, as the case may be, of Class A Common Stock with an identical ratio as the Subdivision or Combination of Common Units.

(d) Charter shall not issue any class of equity securities other than its Class A Common Stock, the Class B Common Stock issued to A/N or the Class C Common Stock issued to Cox Newco unless (i) Charter Holdings issues or agrees to issue, as the case may be, to the Charter Member a number of units, with designations, preferences and other rights and terms that are substantially the same as such shares of equity securities, equal to the number of such shares of equity securities issued by Charter, (ii) Charter transfers to Charter Holdings the proceeds (net of any selling or underwriting discounts or commissions) of the issuance of such shares of equity securities (and agrees to transfer to Charter Holdings any amounts paid by the holders of securities or instruments exercisable or exchangeable therefor upon their exercise or exchange, if applicable), and (iii) subject to Section 4.8 of the LLC Agreement, Charter takes such other action as is necessary to preserve the 1:1 Up-C structure between Charter and Charter Holdings as set forth in Section 2.3(a); provided that, notwithstanding the foregoing, Charter shall not be required to comply with this sentence in the adoption or implementation of a Rights Plan (as defined in the Charter Certificate) in compliance with the Stockholders Agreement, but shall be required to comply with this sentence in connection with any separation of the rights under such rights plan, provided that none of A/N, Cox nor any of their respective Affiliates (including any of its or the financial institutions to which any Class B Common Units or Class C Common Units have been pledged) is an acquiring person or similar person for which the rights would not be exercisable.

(e) If Charter makes a dividend or other distribution of Class A Common Stock on its Class A Common Stock, then Charter Holdings shall issue to (i) the Charter Member for each Class A Common Unit held by the Charter Member a number of Class A Common Units equal to the number of shares of Class A Common Stock that was distributed on one share of Class A Common Stock, (ii) each Class B Unitholder for each Class B Common Unit held by such holder a number of Class B Common Units equal to the number of shares of Class A Common Stock that was distributed on one share of Class A Common Stock and (iii) each Class C Unitholder for each Class C Common Unit held by such holder a number of Class C Common Units equal to the number of shares of Class A Common Stock that was distributed on one share of Class A Common Stock. In such event, subject to Section 4.8 of the LLC Agreement, Charter shall, in addition, take such other action as is necessary to preserve the 1:1 Up-C structure between Charter and Charter Holdings as set forth in Section 2.3(a).

(f) If Charter pays a cash dividend on the Class A Common Stock not funded (or previously funded) by a Tax Distribution (including cash accumulated as a result of a prior Tax Distribution) or other pro rata distribution by Charter Holdings on the Common Units, then each Class B Unitholder holding Class B Common Units and each Class C Unitholder holding Class C Common Units shall be entitled to receive from Charter Holdings a cash amount equal to the amount of the per-share cash dividend paid on one share of Class A Common Stock with respect to each Class B Common Unit held by such Class B Unitholder and each Class C Common Unit held by such Class C Unitholder, as applicable, or, if such Class B Unitholder or Class C Unitholder agrees, that number of Class B Common Units or Class C Common Units, as applicable, equal to the per-share value of such cash dividend, calculated by dividing (i) the amount of the per-share cash dividend paid on one share of Class A Common Stock, by (ii) the VWAP of the Class A Common Stock for the ten (10) consecutive Trading Days ending on and including the record date for such dividend, in each case, with respect to each Class B Common Unit held by such consenting Class B Unitholder or Class C Common Unit held by such consenting Class C Unitholder (as applicable).

(g) If Charter makes a distribution of evidence of indebtedness, assets or property (in each case other than cash or Charter stock) on the Class A Common Stock that the Charter Member did not receive (or previously receive) through a pro rata distribution of such evidence of indebtedness, assets or property on Common Units by Charter Holdings, then each Class B Unitholder holding Class B Common Units and each Class C Unitholder holding Class C Common Units shall be entitled to receive from Charter a cash amount equal to the fair market value of the per-share distribution on one share of Class A Common Stock, as determined by the Board of Directors in good faith, or, if such Class B Unitholder or Class C Unitholder agrees, that number of Class B Common Units or Class C Common Units, as applicable, equal to the per-share value of such distribution, calculated by dividing (i) the fair market value of the per-share distribution on one share of Class A Common Stock, as determined by the Board of Directors in good faith, by (ii) the VWAP of the Class A Common Stock for the ten (10) consecutive Trading Days ending on and including the record date for such dividend, in each case, with respect to each Class B Common Unit held by such consenting Class B Unitholder or Class C Common Unit held by such consenting Class C Unitholder (as applicable).

ARTICLE III

SECTION 3.1 Representations and Warranties of Charter. Charter represents and warrants that (i) it is a corporation duly incorporated and is validly existing under the laws of the State of Delaware, (ii) it has all requisite corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby, including the issuance of Class A Common Stock in accordance with the terms hereof, (iii) the execution and delivery of this Agreement by Charter and the consummation by it of the transactions contemplated hereby, including the issuance of the Class A Common Stock, have been duly authorized by all necessary corporate action on the part of Charter, and (iv) this Agreement constitutes a legal, valid and binding obligation of Charter enforceable against Charter in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

SECTION 3.2 Representations and Warranties of Charter Holdings and CCH II, LLC. Charter Holdings and CCH II, LLC each represent and warrant with respect to itself that (i) it is a limited liability company duly incorporated and is validly existing under the laws of the State of Delaware, (ii) it has all requisite limited liability power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby in accordance with the terms hereof, (iii) the execution and delivery of this Agreement by Charter Holdings or CCH II, LLC, as applicable, and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary limited liability action on the part of Charter Holdings or CCH II, LLC, as applicable, and (iv) this Agreement constitutes a legal, valid and binding obligation of Charter Holdings or CCH II, LLC, as applicable, enforceable against Charter Holdings or CCH II, LLC, as applicable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

SECTION 3.3 Representations and Warranties of the Class B Unitholders. Each Class B Unitholder, severally and not jointly, represents and warrants that (i) if such Class B Unitholder is an entity, it is duly incorporated or formed and validly existing under the laws of such jurisdiction, (ii) if such Class B Unitholder is an entity, it has all requisite corporate or other entity power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and if such Class B Unitholder is an individual, it has all requisite capacity and authority to enter into and perform this Agreement and the transactions contemplated hereby, (iii) if such Class B Unitholder is an entity, the execution and delivery of this Agreement by it and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or other entity action on the part of such Class B Unitholder, and (iv) this Agreement constitutes a legal, valid and binding obligation of such Class B Unitholder enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

SECTION 3.4 Representations and Warranties of the Class C Unitholders. Each Class C Unitholder, severally and not jointly, represents and warrants that (i) if such Class C Unitholder is an entity, it is duly incorporated or formed and validly existing under the laws of such jurisdiction, (ii) if such Class C Unitholder is an entity, it has all requisite corporate or other entity power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and if such Class C Unitholder is an individual, it has all requisite capacity and authority to enter into and perform this Agreement and the transactions contemplated hereby, (iii) if such Class C Unitholder is an entity, the execution and delivery of this Agreement by it and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or other entity action on the part of such Class C Unitholder, and (iv) this Agreement constitutes a legal, valid and binding obligation of such Class C Unitholder enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

ARTICLE IV

SECTION 4.1 Additional Class B Unitholders and Class C Unitholders. To the extent any Class B Common Units or Class C Common Units are transferred to another Person in full compliance with the Specified Documents, then such transferee (each, a "Permitted Transferee") shall execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B, whereupon such Permitted Transferee shall become a Class B Unitholder or Class C Unitholder, as applicable, hereunder.

SECTION 4.2 Addresses and Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by electronic mail (delivery receipt requested) or by certified or registered mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be as specified in a notice given in accordance with this Section 4.2):

(a) If to Charter, the Charter Member or Charter Holdings, to:

Charter Communications, Inc.
400 Washington Blvd.
Stamford, Connecticut 06902
Attention: Executive Vice President, General Counsel and Corporate Secretary
E-mail: [***]
[***]

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Cohen
John L. Robinson
Steven R. Green
E-mail: SACohen@wlrk.com
JLRobinson@wlrk.com
SRGreen@wlrk.com

(b) If to A/N, to:

Advance/Newhouse Partnership
One World Trade Center
New York, New York 10007
Attention: Chief Legal Officer
E-mail: [***]

with a copy (which shall not constitute notice) to:

Advance/Newhouse Partnership
6350 Court St.
East Syracuse, NY 13057
Attention: [***]
E-Mail: [***]

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Robert B. Schumer
Michael Vogel
Lara Solomons
E-mail: rschumer@paulweiss.com
mvogel@paulweiss.com
lsolomons@paulweiss.com

(c) If to Cox, to:

Cox Enterprises, Inc.
6205-A Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary
E-mail: [***]

with a copy to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attention: Bradley C. Faris
Victoria E. VanStekelenburg
E-mail: bradley.faris@lw.com
victoria.vanstekelenburg@lw.com

(d) If to any other Class B Unitholder or Class C Unitholder, to the address and other contact information set forth in the records of Charter Holdings from time to time.

SECTION 4.3 Further Assurances. The parties shall execute, deliver, acknowledge and file such further agreements and instruments and take such other actions as may be reasonably necessary from time to time to make effective this Agreement and the transactions contemplated herein.

SECTION 4.4 Termination. This Agreement shall terminate and be of no further force or effect only at such time as no Class B Common Units, Class C Common Units or Convertible Preferred Units remain outstanding.

SECTION 4.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all of the parties and their respective successors and permitted assigns, including, for the avoidance of doubt, any successor or assign of Charter or Charter Holdings by operation of law. Neither Charter nor Charter Holdings may assign their obligations under this Agreement except by operation of law in connection with a Change of Control.

SECTION 4.6 No Third Party Beneficiaries. Neither this Agreement nor any provision hereof is intended to confer upon any Person (other than the parties hereto) any rights or remedies hereunder.

SECTION 4.7 Severability. The provisions of this Agreement shall be deemed not to be severable.

SECTION 4.8 Amendment; Waivers.

(a) No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective. No provision of this Agreement may be amended except by an instrument in writing executed by Charter, Charter Holdings, A/N (if A/N or its Affiliates at that time hold any Class B Common Units) and Cox or Cox Newco (if Cox, Cox Newco or their Affiliates at that time hold any Class C Common Units).

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 4.9 Consent to Jurisdiction. Each party agrees that it shall bring any action, suit, demand or proceeding (including counterclaims) in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby, exclusively in the Delaware Court of Chancery or, if unavailable, the United States District Court for the District of Delaware, in each case, sitting in the City of Wilmington, Delaware (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the transactions contemplated hereby (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action, suit, demand or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action, suit, demand or proceeding shall be effective if notice is given in accordance with Section 4.2.

SECTION 4.10 Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

SECTION 4.11 Tax Treatment. For purposes of the Code and the Treasury Regulations promulgated thereunder, this Agreement shall be treated as part of the LLC Agreement of Charter Holdings as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated thereunder.

SECTION 4.12 Entire Agreement. This Agreement, including the Exhibits to this Agreement, the Specified Documents and the Contribution Agreement, by and among A/N, A/NPC Holdings LLC, Charter, CCH I, LLC and Charter Holdings, dated as of March 31, 2015, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained in this Agreement. This Agreement supersedes all prior agreements and understandings, including the Existing Exchange Agreement, between the parties with respect to the subject matter hereof and thereof, other than the Specified Documents.

SECTION 4.13 Specific Performance. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond or furnishing other security, and in addition to all other remedies that may be available, shall be entitled to seek equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available and no party shall oppose the granting of such relief on the basis that money damages would be sufficient.

SECTION 4.14 Independent Nature of Class B Unitholders' and Class C Unitholders' Rights and Obligations. The obligations of each Class B Unitholder and Class C Unitholder hereunder are several and not joint with the obligations of any other Class B Unitholder or Class C Unitholder, and no Class B Unitholder or Class C Unitholder shall be responsible in any way for the performance of the obligations of any other Class B Unitholder or Class C Unitholder hereunder.

SECTION 4.15 Control of Subsidiaries. To the extent that this Agreement obligates Charter Holdings or any other member of the Charter Group other than Charter, Charter shall take all action necessary to ensure that such party fulfills its obligations hereunder. To the extent that this Agreement obligates Cox Newco, Cox shall take all action necessary to ensure that Cox Newco fulfills its obligations hereunder.

SECTION 4.16 Governing Law. This Agreement (and all claims, controversies and causes of action, whether in contract, tort or otherwise) and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

CHARTER COMMUNICATIONS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CCH II, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

CHARTER COMMUNICATIONS HOLDINGS, LLC

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron
Name: Steven A. Miron
Title: Chief Executive Officer

COX ENTERPRISES, INC.

By: /s/ Dallas S. Clement
Name: Dallas S. Clement
Title: President

COX COMMUNICATIONS EQUITY HOLDINGS, INC.

By: /s/ Dallas S. Clement
Name: Dallas S. Clement
Title: President

EXHIBIT A

[FORM OF]
EXCHANGE NOTICE

Charter Communications Holdings, LLC
[●]
Attention: General Counsel

Reference is hereby made to the Amended and Restated Exchange Agreement, dated as of dated as of August 19, 2026 (as amended from time to time in accordance with its terms, the "Exchange Agreement"), among Charter Communications, Inc., Charter Communications Holdings, LLC, Advance/Newhouse Partnership, Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc., CCH II, LLC and such other holders of Class B Common Units (as defined therein) and Class C Common Units (as defined therein) from time to time party thereto. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

Effective as of the Date of Exchange, but subject to the undersigned's right to withdraw this Exchange Notice as set forth below, the undersigned Class [B/C] Unitholder hereby transfers to Charter Holdings the number of Class [B/C] Common Units set forth below in Exchange for a Cash Exchange Payment to the account set forth below or, at the option of the Manager, for shares of Class A Common Stock to be issued in its name as set forth below, as set forth in the Exchange Agreement. The undersigned hereby acknowledges that if the Class [B/C] Common Units to be exchanged hereby represent in the aggregate 2% or less of all outstanding Common Units, this Exchange Notice is revocable (without the consent of Charter Holdings) only by a written notice of revocation delivered to Charter Holdings at least two (2) Business Days prior to the Date of Exchange; provided that this Exchange Notice shall not be revocable if Charter Holdings notifies the undersigned in writing that it will deliver a Cash Exchange Payment in respect of the Class [B/C] Common Units that are subject to this Exchange Notice.

Legal Name of Class [B/C] Unitholder:
Address:
Number of Class [B/C] Common Units to be Exchanged:
Date of Exchange:
Consideration Preference:

The undersigned hereby represents and warrants that (i) the undersigned has requisite corporate or other entity power and authority to execute and deliver this Exchange Notice and to perform the undersigned's obligations hereunder; (ii) this Exchange Notice has been duly executed and delivered by the undersigned and is the legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms thereof or hereof, as the case may be, subject to applicable bankruptcy, insolvency and similar laws now or hereafter in effect affecting creditors' rights generally and the availability of equitable remedies; (iii) the undersigned has good and marketable title to its Class [B/C] Common Units that are subject to this Exchange Notice, and such Class [B/C] Common Units are being transferred to Charter Holdings free and clear of any pledge, lien, security interest, right of first refusal or other encumbrance; and (iv) no consent, approval, authorization, order, registration or qualification of, or any notice to or filing with, any third party or any court or governmental agency or body having jurisdiction over the undersigned or the Class [B/C] Common Units subject to this Exchange Notice is required to be obtained or made by the undersigned for the transfer of such Class [B/C] Common Units.

Subject to the undersigned's right to withdraw this Exchange Notice as set forth in the Exchange Agreement, the undersigned hereby irrevocably constitutes and appoints any officer of Charter or Charter Holdings, as applicable, as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, solely to do any and all things and to take any and all actions necessary to effect the Exchange elected hereby, including to transfer to Charter Holdings or Charter the Class [B/C] Common Units subject to this Exchange Notice and to deliver to the undersigned the cash or the shares of Class A Common Stock to be delivered in Exchange therefor.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Exchange Notice to be executed and delivered by the undersigned or by its duly authorized attorney.

By:
Name:
Title:

EXHIBIT B

[FORM OF]
JOINDER AGREEMENT

This Joinder Agreement ("Joinder Agreement") is a joinder to the Amended and Restated Exchange Agreement, dated as of August 19, 2026 (the "Agreement"), among Charter Communications, Inc. ("Charter"), Charter Communications Holdings, LLC ("Charter Holdings"), Advance/Newhouse Partnership, Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc., CCH II, LLC and each of the other Class B Unitholders and Class C Unitholders from time to time party thereto. Capitalized terms used but not defined in this Joinder Agreement shall have the meanings given to them in the Agreement. This Joinder Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. In the event of any conflict between this Joinder Agreement and the Agreement, the terms of this Joinder Agreement shall control.

The undersigned hereby joins and enters into the Agreement having acquired Class [B/C] Common Units. By signing and returning this Joinder Agreement to Charter and Charter Holdings, the undersigned (i) accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Class [B/C] Unitholder in the Agreement, with all attendant rights, duties and obligations of a Class [B/C] Unitholder thereunder and (ii) makes, as of the date hereof, each of the representations and warranties of a Class [B/C] Unitholder in Section [3.3/3.4] of the Agreement as fully as if such representations and warranties were set forth herein. The parties to the Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Agreement by the undersigned and, upon receipt of this Joinder Agreement by Charter and Charter Holdings, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Agreement.

Name:
Address for Notices:
Attention:

With copies to:

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Joinder Agreement to be executed and delivered by the undersigned or by its duly authorized attorney.

By: _____
Name:
Title:

Acknowledged as of , 20 :

CHARTER COMMUNICATIONS, INC.

By: _____
Name:
Title:

CHARTER COMMUNICATIONS HOLDINGS, LLC

By: _____
Name:
Title:

Exhibit 10.7

EXECUTION VERSION

AMENDED AND RESTATED

REGISTRATION RIGHTS AGREEMENT

by and among

CHARTER COMMUNICATIONS, INC.,

COX ENTERPRISES, INC.,

COX COMMUNICATIONS EQUITY HOLDINGS, INC.

and

ADVANCE/NEWHOUSE PARTNERSHIP

Dated as of August 19, 2026

TABLE OF CONTENTS

		Page
Section 1.	Definitions	1
Section 2.	Demand Registrations; Shelf Registrations; Exchangeable Private Placement	8
Section 3.	Inclusion of Other Securities; Priority	12
Section 4.	Piggyback Registrations	13
Section 5.	Holdback Agreements	14
Section 6.	Suspensions	15
Section 7.	Registration Procedures	16
Section 8.	Participation in Registrations and Underwritten Offerings	21
Section 9.	Registration Expenses	21
Section 10.	Indemnification; Contribution	22
Section 11.	Rule 144 Compliance	24
Section 12.	Miscellaneous	25
Exhibit A	Form of Counterpart	
Exhibit B	List of Underwriters	

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT is made and entered into as of August 19, 2026, by and among Charter Communications, Inc., a Delaware corporation (the "Company"), Cox Enterprises, Inc., a Delaware corporation ("Cox"), Cox Communications Equity Holdings, Inc., a Delaware corporation and wholly owned subsidiary of Cox ("Cox Newco"), Advance/Newhouse Partnership, a New York general partnership ("A/N"), and any other A/N Party or Cox Party that has become a party to this Agreement by executing and delivering a counterpart to this Agreement in the form attached hereto as Exhibit A.

RECITALS

WHEREAS, the Company and A/N, among others, are party to that certain Registration Rights Agreement, dated as of May 18, 2016 (the "Existing Registration Rights Agreement"), which was entered into in connection with certain transactions described therein and which provides the Holders (as defined therein) of Registrable Securities (as defined therein) with certain registration rights;

WHEREAS, the Company and Cox, among others, are parties to that certain Transaction Agreement, dated as of May 16, 2025 (the "Transaction Agreement"), pursuant to which Cox and/or Cox Newco, as applicable have received, at the Closing, (i) one share of Class C common stock of the Company, (ii) 33,586,045 Class C Common Units and (iii) 60,000,000 Preferred Units; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Transaction Agreement, the parties hereto desire to enter into this Agreement, which will amend and restate the Existing Registration Rights Agreement with effect from and after the date hereof, in order to grant certain registration rights to the Holders of Registrable Securities as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Definitions.

(a) As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person has the meaning set forth in Rule 12b-2 under the Exchange Act, and "Affiliated" shall have a correlative meaning. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding anything to the contrary set forth in this Agreement: (a) the Company and Cox and their respective Affiliates shall not be deemed to be Affiliates of A/N; (b) the Company and A/N and their respective Affiliates shall not be deemed to be Affiliates of Cox; (c) Cox and A/N and their respective Affiliates shall not be deemed to be Affiliates of the Company or Charter Holdings; and (d) Charter Holdings shall not be deemed to be an Affiliate of Cox or A/N or their respective Affiliates.

"Agreement" means this Amended and Restated Registration Rights Agreement, as amended, modified or supplemented from time to time, in accordance with the terms hereof, together with any exhibits, schedules or other attachments hereto.

"A/N" has the meaning set forth in the Preamble.

"A/N Holder" means any A/N Party that has become a party to this Agreement by executing and delivering a counterpart to this Agreement in the form attached hereto as Exhibit A, in each case to the extent such A/N Party is a holder of record or beneficial owner of Registrable Securities.

"A/N Party" has the meaning set forth in the Stockholders Agreement.

"Charter Holdings" means Charter Communications Holdings, LLC, a Delaware limited liability company.

"Class A Common Stock" means the Class A common stock, par value $0.001 per share, of the Company (and shall be deemed to include any publicly traded common stock of a successor to the Company).

"Class B Common Units" means the Class B common units of Charter Holdings.

"Class C Common Units" means the Class C common units of Charter Holdings.

"Closing" has the meaning set forth in the Transaction Agreement.

"Closing Date" has the meaning set forth in the Transaction Agreement.

"Company" has the meaning set forth in the Preamble and includes the Company's successors by merger, acquisition, consolidation or reorganization, so long as such successor has publicly traded common stock as of the effective date of any such merger, acquisition, consolidation or reorganization.

"Company Controlling Person" has the meaning set forth in Section 10(b).

"Company Equity" means each of the Class A Common Stock, the Class B Common Units, the Class C Common Units and the Preferred Units.

"Covered Person" has the meaning set forth in Section 10(a).

"Cox" has the meaning set forth in the Preamble.

"Cox Holder" means any Cox Party that has become a party to this Agreement by executing and delivering a counterpart to this Agreement in the form attached hereto as Exhibit A, in each case to the extent such Cox Party is a holder of record or beneficial owner of Registrable Securities.

"Cox Newco" has the meaning set forth in the Preamble.

"Cox Party" has the meaning set forth in the Stockholders Agreement.

"Demand Period" has the meaning set forth in Section 2(c)(iii).

"Demand Registration" has the meaning set forth in Section 2(a).

"Demand Registration Request" has the meaning set forth in Section 2(a).

"Derivative Shelf Period" has the meaning set forth in Section 2(b)(ii).

"Derivative Shelf Registrable Securities" means, at any time, any shares of Class A Common Stock (a) delivered or deliverable to an Exchange Holder upon the exchange of Exchangeable Securities, (b) delivered or deliverable to a lender or Hedging Counterparty upon foreclosure of a Pledge, (c) delivered to a Hedging Counterparty upon settlement or unwinding of a Hedging Transaction, (d) sold short by a Hedging Counterparty to establish its hedge under a Hedging Transaction or (e) delivered or deliverable to a Preferred Transferee upon conversion of Preferred Units by such Preferred Transferee, in each case of clauses (a), (b), (c) and (e), which shares are Registrable Securities immediately prior to such delivery, and in the case of clause (d), the shares used to close out the Hedging Counterparty's stock borrowing may be Registrable Securities.

"Derivative Shelf Registration" has the meaning set forth in Section 2(b)(ii).

"Derivative Shelf Registration Request" has the meaning set forth in Section 2(b)(ii).

"Derivative Shelf Registration Trigger Event" means the occurrence of any of the following during the term of this Agreement: (a) the first date on which any Preferred Units are converted into Class A Common Stock by a Preferred Transferee, (b) thirty (30) days prior to the expected entrance by an Investor Holder into a loan or Hedging Transaction that is secured by a Pledge, (c) thirty (30) days prior to the first date on which any Exchangeable Securities become eligible to be exchanged for Registrable Securities or at such other time when such Exchangeable Securities are eligible to be exchanged for Registrable Securities and the Shelf Registration Statement that may be usable by the Selling Holders is not effective, (d) thirty (30) days prior to the expected settlement or unwinding of a Hedging Transaction in which the Hedging Counterparty is expected to receive Registrable Securities from an Investor Holder or (e) thirty (30) days prior to the expected entrance by an Investor Holder into a Hedging Transaction pursuant to which it is expected that the Hedging Counterparty will need to sell short an amount of shares of Class A Common Stock to establish its hedge which is in excess of the amount permitted under Rule 144.

"Derivative Shelf Underlying Transaction" means, with respect to any Derivative Shelf Registration Trigger Event, the Exchangeable Private Placement, the Pledge (including any loan or Hedging Transaction that is secured by a Pledge), the Hedging Transaction or the offering of Preferred Units to which such Derivative Shelf Registration Trigger Event relates.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Holder" means a holder of record or beneficial owner of Exchangeable Securities.

"Exchangeable Private Placement" means any sale of exchangeable notes or debentures made pursuant to Rule 144A under the Securities Act and in compliance with Sections 3.5(b)(ix) and 3.5(e) of the Stockholders Agreement, which notes or debentures are exchangeable for consideration that includes Registrable Securities.

"Exchangeable Private Placement Request" has the meaning set forth in Section 2(f).

"Exchangeable Securities" means exchangeable notes or debentures issued by an Investor Holder in an Exchangeable Private Placement.

"Exchangeable Security Shelf Period" has the meaning set forth in Section 2(b)(i).

"Exchangeable Security Shelf Registration" has the meaning set forth in Section 2(b)(i).

"Exchangeable Security Shelf Registration Request" has the meaning set forth in Section 2(b)(i).

"Exempt Take-Down Request" has the meaning set forth in Section 2(a).

"Existing Registration Rights Agreement" has the meaning set forth in the Recitals.

"Fully Exchanged Basis" has the meaning set forth in the Stockholders Agreement.

"Governmental Entity" means any United States or foreign (i) federal, state, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitral tribunal.

"Hedging Counterparty" means a broker-dealer registered under Section 15(b) of the Exchange Act or an Affiliate thereof, a nationally recognized dealer in over-the-counter corporate equity derivatives, or any other financial institution, in each case that is a qualified institutional buyer (within the meaning of the Securities Act) and that routinely engages in Hedging Transactions in the ordinary course of its business.

"Hedging Transaction" means any transaction by an Investor Holder in compliance with Section 3.5(d) of the Stockholders Agreement involving a security linked to Registrable Securities or any security that would be deemed to be a "derivative security" (as defined in Rule 16a-1(c) under the Exchange Act) with respect to Registrable Securities or any transaction (even if not a security) which would (were it a security) be considered such a derivative security, or which transfers some or all of the economic risk of ownership of Registrable Securities, including, without limitation, any forward contract, variable prepaid forward, contingent forward, equity swap, put or call, put or call equivalent position, collar, non-recourse loan, sale of an exchangeable security or any similar transaction. For the avoidance of doubt, the parties acknowledge that, subject to and without limiting Section 3.5(d) of the Stockholders Agreement, (x) in connection with a Hedging Transaction, a Hedging Counterparty may engage in short sales of Class A Common Stock pursuant to a Prospectus and the Hedging Counterparty may use Registrable Securities to close out its short position and (y) the following transactions shall be deemed to be Hedging Transactions to the extent made in compliance with Section 3.5(d) of the Stockholders Agreement: (i) transactions by an Investor Holder in which a Hedging Counterparty (A) engages in short sales of shares pursuant to a Prospectus and may use shares of Class A Common Stock beneficially owned by an Investor Holder solely to close out its short position, or (B) uses shares of Class A Common Stock beneficially owned by an Investor Holder solely to settle its initial hedging sales; (ii) transactions pursuant to which an Investor Holder engages in a short sale of shares of Class A Common Stock pursuant to a Prospectus and delivers shares of Class A Common Stock beneficially owned by an Investor Holder to close out its short position; (iii) transactions by an Investor Holder in which an Investor Holder delivers, in a transaction exempt from registration under the Securities Act, shares of Class A Common Stock to the Hedging Counterparty who then publicly resells or otherwise transfers such shares of Class A Common Stock pursuant to a Prospectus or an exemption from registration under the Securities Act; and (iv) any other transaction with respect to the shares of Class A Common Stock intended to be effected as contemplated by the Interpretive Letters.

"Holdback Period" has the meaning set forth in Section 5(a).

"Holder" means an Investor Holder or a Selling Holder.

"Holder Controlling Person" has the meaning set forth in Section 10(a).

"Interpretive Letters" means each of (i) the letter dated December 14, 1999 submitted by Robert W. Reeder and Alan L. Beller to Michael Hayatte of the staff of the Securities and Exchange Commission (the "Staff") to which the staff responded in an interpretive letter dated December 20, 1999, (ii) the letter dated October 6, 2003 submitted by Robert W. Reeder and Leslie Silverman to Paula Dubberly of the Staff, to which the Staff responded in an interpretive letter dated October 9, 2003 and (iii) the letter dated November 30, 2011 submitted by Robert T. Plesnarski and Glen A. Rae to Thomas Kim of the Staff, to which the Staff responded in an interpretive letter dated December 1, 2011.

"Investor Holder" means an A/N Holder or a Cox Holder.

"LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Charter Holdings, by and among the Company, A/N, Cox Newco, Charter Holdings and the other parties thereto, dated as of the date hereof, as such agreement may be amended from time to time in accordance with its terms.

"Opt-Out Notice" has the meaning set forth in Section 12(p).

"Opting-Out Holder" has the meaning set forth in Section 12(p).

"Other Proposed Sellers" has the meaning set forth in Section 4(b).

"Permitted Transferee" means any A/N Party or Cox Party who has become a holder of record or beneficial owner of Company Equity in accordance with the provisions of Section 3.5 of the Stockholders Agreement or the LLC Agreement, as applicable.

"Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, foundation, unincorporated organization or government or other agency or political subdivision thereof.

"Piggyback Notice" has the meaning set forth in Section 4(a).

"Piggyback Registration" has the meaning set forth in Section 4(a).

"Piggyback Seller" has the meaning set forth in Section 4(a).

"Piggyback Shelf Registration Statement" has the meaning set forth in Section 4(a).

"Piggyback Shelf Takedown" has the meaning set forth in Section 4(a).

"Pledge" means (i) a pledge of Registrable Securities to a Hedging Counterparty or (ii) a pledge of Registrable Securities, Class B Common Units, Class C Common Units or Preferred Units issued on or before the date hereof (or as in-kind distributions made after the date hereof on such securities issued on or before the date hereof) to a lender in connection with a secured loan, in accordance with Section 3.5(c) and Section 3.5(d) of the Stockholders Agreement, respectively.

"Preferred Transferee" means a holder of record of Transferred Preferred Units.

"Preferred Units" means the convertible preferred units of Charter Holdings issued to a Cox Party at the Closing.

"Prospectus" means the prospectus or prospectuses (whether preliminary or final) included in any Registration Statement and relating to Registrable Securities or Derivative Shelf Registrable Securities, as amended or supplemented, and including all material incorporated by reference in such prospectus or prospectuses.

"Registrable Securities" means, at any time, any shares of Class A Common Stock (i) held of record or beneficially by A/N, or issued or issuable to any A/N Holder upon the exchange of any Class B Common Units held by any A/N Holder on or before the date hereof, (ii) issued or issuable to any Cox Holder upon the conversion and/or exchange, as applicable, of any Preferred Units or Class C Common Units held by any Cox Holder on the date hereof or (iii) issued or issuable by way of a stock dividend or stock split or in exchange for or upon conversion of shares or units referred to in clause (i) or (ii); provided, however, that as to any particular Registrable Securities, such securities shall cease to constitute Registrable Securities when (x) such securities are sold pursuant to an effective Registration Statement or pursuant to Rule 144, (y) such securities cease to be outstanding or (z) such securities shall have been otherwise transferred and, following such transfer, such securities may be sold pursuant to Rule 144 without any volume limitations.

"Registration" means any Demand Registration, Exchangeable Security Shelf Registration, Derivative Shelf Registration or Piggyback Registration.

"Registration Expenses" has the meaning set forth in Section 9(a).

"Registration Request" means a Demand Registration Request, an Exchangeable Security Shelf Registration Request or a Derivative Shelf Registration Request.

"Registration Statement" means any registration statement of the Company under the Securities Act which covers any of the Registrable Securities or Derivative Shelf Registrable Securities pursuant to the provisions of this Agreement, including any Prospectus, all amendments and supplements to such Registration Statement or Prospectus, including post-effective amendments, all exhibits and all documents incorporated by reference in such Registration Statement.

"Requesting Holder" has the meaning set forth in Section 4(c).

"Rule 144" means Rule 144 under the Securities Act or any successor rule thereto.

"SEC" means the Securities and Exchange Commission or any successor agency administering the Securities Act and the Exchange Act at the time.

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

"Selling Expenses" means all underwriting discounts, commissions and transfer taxes applicable to the sale of Registrable Securities.

"Selling Holder Questionnaire" means a selling stockholder questionnaire, in form and content reasonably acceptable to the Company, completed and signed by a Selling Holder.

"Selling Holders" means, following and with respect to any Derivative Shelf Registration Trigger Event, (a) if the applicable Derivative Shelf Underlying Transaction is an Exchangeable Private Placement, the Exchange Holders of the Exchangeable Securities sold in such Exchangeable Private Placement, (b) if the applicable Derivative Shelf Underlying Transaction is a Pledge, the lenders or Hedging Counterparty in favor of whom the Pledge is made, (c) if the applicable Derivative Shelf Underlying Transaction is a Hedging Transaction, the Hedging Counterparty to such Hedging Transaction, and (d) if the applicable Derivative Shelf Underlying Transaction is a private placement of Preferred Units, the record and beneficial holders of Preferred Units sold in such private placement.

"Selling Holders Information" has the meaning set forth in Section 2(b)(ii).

"Shelf Demand" has the meaning set forth in Section 2(a).

"Shelf Offering" has the meaning set forth in Section 2(a).

"Shelf Registration Statement" means a registration statement of the Company under the Securities Act filed with the SEC on Form S-3 or, if such form is not available to the Company, Form S-1 (or, in each case, the then-appropriate form or any successor form under the Securities Act) providing for an offering of Registrable Securities or Derivative Shelf Registrable Securities to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the SEC).

"Specified Documents" has the meaning set forth in the LLC Agreement.

"Stockholders Agreement" means the Third Amended and Restated Stockholders Agreement, by and among the Company, A/N and Cox, dated as of the date hereof, as such agreement may be amended from time to time in accordance with its terms.

"Suspension" has the meaning set forth in Section 6.

"Take-Down Request" has the meaning set forth in Section 2(a).

"Transaction Agreement" has the meaning set forth in the Recitals.

"Transfer" means, when used as a noun, any direct or indirect, voluntary or involuntary, sale, disposition, hypothecation, mortgage, gift, pledge, assignment, attachment or other transfer (including the creation of any derivative or synthetic interest, including a participation or other similar interest) and, when used as a verb, voluntarily to directly or indirectly sell, dispose, hypothecate, mortgage, gift, pledge, assign, attach or otherwise transfer, in any case, whether by operation of law or otherwise.

"Transferred Preferred Units" means any Preferred Units Transferred (other than by means of an Exchangeable Private Placement, Pledge or Hedging Transaction) by a Cox Holder to a non-Cox Holder in accordance with Section 3.5 of the Stockholders Agreement and the LLC Agreement.

"underwritten offering" means a registered offering of securities conducted by one or more underwriters pursuant to the terms of an underwriting agreement.

(b) In addition to the above definitions, unless the context requires otherwise:

(i) any reference to any statute, regulation, rule or form as of any time shall mean such statute, regulation, rule or form as amended or modified and shall also include any successor statute, regulation, rule or form, as amended, from time to time;

(ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation", in each case notwithstanding the absence of any express statement to such effect, or the presence of such express statement in some contexts and not in others;

(iii) references to "Section" are references to Sections of this Agreement;

(iv) words such as "herein," "hereof," "hereinafter" and "hereby" when used in this Agreement refer to this Agreement as a whole; and

(v) references to "dollars" and "$" mean U.S. dollars.

Section 2. Demand Registrations; Shelf Registrations; Exchangeable Private Placement.

(a) Right to Demand Registrations.

(i) Subject to the provisions of this Agreement, at any time after the first anniversary of the Closing Date in the case of a Cox Holder and at any time after the date hereof in the case of an A/N Holder, any Cox Holder or any A/N Holder may, by providing written notice to the Company, request to sell all or part of its Registrable Securities pursuant to a Registration Statement (a "Demand Registration"), which Demand Registration, for the avoidance of doubt, may include (x) a Shelf Registration Statement relating to the offer and sale, from time to time, of any or all of the Registrable Securities of such Investor Holder (such Demand Registration referenced in this clause (x), a "Shelf Demand") or (y) a subsequent sale of any or all of the Registrable Securities of such Investor Holder included on an effective Shelf Registration (such Demand Registration referenced in this clause (y), a "Shelf Offering"). Each request for a Demand Registration (a "Demand Registration Request") shall specify the number of Registrable Securities intended to be offered and sold by such Investor Holder pursuant to the Demand Registration and the intended method of distribution thereof, including whether it is intended to be an underwritten offering. Promptly (but in any event within three (3) Business Days) after receipt of a Demand Registration Request (and one (1) Business Day after receipt of a Demand Registration Request made in connection with a Shelf Offering (a "Take-Down Request") (other than a Take-Down Request that (i) does not involve an underwritten offering or (ii) involves (a) an underwritten "overnight block trade" and (b) the managing underwriter(s) of the offering advise the Investor Holder making such Take-Down Request that, in their good faith opinion, giving written notice of such Take-Down Request to the other Investor Holders would cause an unreasonable delay to the successful consummation of such underwritten "overnight block trade" (each such Take-Down Request described in the foregoing clauses (i) and (ii), an "Exempt Take-Down Request"))), the Company shall give written notice of the Demand Registration Request to the other Investor Holders. Subject to the provisions of this Agreement, after receipt of a Demand Registration Request (other than Take-Down Request), the Company shall, to the extent permitted by applicable law, cause to be included in a Registration Statement, which shall be filed with the SEC as promptly as practicable and no later than (I) twenty (20) Business Days after receipt of such Demand Registration Request if the Company is eligible to file a Registration Statement on Form S-3 (or any similar short form or any successor form under the Securities Act) or (II) forty (40) Business Days after receipt of such Demand Registration Request if the Company is not eligible to file a Registration Statement on Form S-3 (or any similar short form or any successor form under the Securities Act), all Registrable Securities that (i) have been requested to be registered in the Demand Registration Request and (ii) are subject to Section 4, with respect to which the Company has received a written request for inclusion in the Demand Registration from an Investor Holder no later than five (5) Business Days after the date on which the Company has given notice to the other Investor Holders of the Demand Registration Request. Promptly after receipt of a Take-Down Request, and at least one (1) Business Day after notifying the other Investor Holders of a Take-Down Request that is not an Exempt Take-Down Request, the Company shall use its reasonable best efforts to amend or supplement the applicable Shelf Registration Statement and take any other actions as may be necessary in order to enable such Registrable Securities to be distributed in accordance with the Shelf Offering, in each case, subject to the limitations set forth herein.

(ii) The Company shall use its reasonable best efforts to cause the Registration Statement filed pursuant to this Section 2(a) to be declared effective by the SEC or otherwise become effective under the Securities Act as promptly as reasonably practicable after the filing thereof. A Demand Registration (other than a Shelf Demand) shall be effected by way of a Registration Statement on Form S-3 or any similar short-form or successor form to the extent the Company is permitted to use such form at such time. A Shelf Demand shall be effected, to the extent the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act), in the form of an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) or any successor form thereto, and shall pay the registration fee for all Registrable Securities to be registered in accordance with such automatic shelf registration statement at the time of filing and shall not elect to pay any portion of the registration fee on a deferred basis. Any Demand Registration may be effected through an existing registration statement that is already effective under the Securities Act, or through a post-effective amendment or supplement to any such Registration Statement or other registration statement.

(b) Right to Derivative Shelf Registrations.

(i) In Connection with an Exchangeable Private Placement. After the first anniversary of the Closing Date in the case of a Cox Holder and after the date hereof in the case of an A/N Holder, at any time following the occurrence of a Derivative Shelf Registration Trigger Event relating to an Exchangeable Private Placement, the Investor Holder that effected the Exchangeable Private Placement may, by providing written notice to the Company, request that the corresponding Selling Holders be able to sell all or part of their Derivative Shelf Registrable Securities delivered or deliverable under the terms of such Exchangeable Private Placement pursuant to a Shelf Registration Statement (an "Exchangeable Security Shelf Registration Request") for a secondary offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (an "Exchangeable Security Shelf Registration"). Each Exchangeable Security Shelf Registration Request shall specify the number of Derivative Shelf Registrable Securities to be registered on the Shelf Registration Statement. A Selling Holder shall not be named in such Shelf Registration Statement unless and until the Company has received a fully completed and executed Selling Holder Questionnaire for such Selling Holder. Subject to the provisions of this Agreement, after receipt of an Exchangeable Security Shelf Registration Request, if the Company is then eligible to file a Shelf Registration Statement, the Company shall, to the extent permitted by applicable law, as promptly as practicable and no later than twenty (20) Business Days after receipt of such Exchangeable Security Shelf Registration Request file with the SEC a new Shelf Registration Statement or amend or renew an existing or expiring shelf registration statement, at the Company's option, to effectuate such Derivative Shelf Registration. If permitted under the Securities Act, such Shelf Registration Statement shall be an "automatic shelf registration statement" as defined in Rule 405 under the Securities Act. The Company shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective by the SEC or otherwise become effective under the Securities Act as promptly as practicable after the filing thereof. The Company shall use its reasonable best efforts to keep such Shelf Registration Statement continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by such Selling Holders until the earlier of (A) one (1) year after the Shelf Registration Statement is first declared effective, (B) the date as of which all of the Registrable Securities covered by such Shelf Registration Statement shall have been sold pursuant to such Shelf Registration Statement and (C) the date as of which each of the Selling Holders is permitted to sell its Registrable Securities without registration pursuant to Rule 144 under the Securities Act without volume limitations or other restrictions on transfer thereunder (such period of effectiveness, an "Exchangeable Security Shelf Period"). An Exchangeable Security Shelf Period shall be extended by the number of days of any Suspension that occurs during such Exchangeable Security Shelf Period. A Derivative Shelf Registration pursuant to this Section 2(b)(i) shall not be an underwritten offering. As a condition to being named as a selling stockholder in the Prospectus included in a Shelf Registration Statement, each Selling Holder will be required to agree to be bound by the obligations applicable to an Investor Holder set forth in Section 8 and Section 10(b) through (e). All actions on behalf of the Selling Holders shall be coordinated and communicated to the Company by, and proceed through, the applicable Investor Holder.

(ii) In Connection with Other Derivative Shelf Underlying Transactions. After the first anniversary of the Closing Date in the case of a Cox Holder and after the date hereof in the case of an A/N Holder, at any time following the occurrence of a Derivative Shelf Registration Trigger Event (other than an Exchangeable Private Placement), the Investor Holder that effected the Derivative Shelf Underlying Transaction related to such Derivative Shelf Registration Trigger Event may, by providing written notice to the Company, request that the corresponding Selling Holders be able to sell all or part of their Derivative Shelf Registrable Securities delivered or deliverable under the terms of such Derivative Shelf Underlying Transaction pursuant to a Shelf Registration Statement (a "Derivative Shelf Registration Request") for a secondary offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Derivative Shelf Registration"). Each Derivative Shelf Registration Request shall specify the number of Derivative Shelf Registrable Securities to be registered and the names of each such Selling Holder and shall be accompanied by fully completed and executed Selling Holder Questionnaires for each such Selling Holder (such information and Selling Holder Questionnaires, the "Selling Holders Information"). Subject to the provisions of this Agreement, after receipt of a Derivative Shelf Registration Request and all of the Selling Holders Information, if the Company is then eligible to file a Shelf Registration Statement, the Company shall, to the extent permitted by applicable law, as promptly as practicable and no later than twenty (20) Business Days after receipt of such Derivative Shelf Registration Request and all of the Selling Holders Information file, with the SEC a new Shelf Registration Statement or amend or renew an existing or expiring shelf registration statement, at the Company's option, to effectuate such Derivative Shelf Registration. If permitted under the Securities Act, such Shelf Registration Statement shall be an "automatic shelf registration statement" as defined in Rule 405 under the Securities Act. The Company shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective by the SEC or otherwise become effective under the Securities Act as promptly as practicable after the filing thereof. The Company shall use its reasonable best efforts to keep such Shelf Registration Statement continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by such Selling Holders until the earlier of (A) (x) in the case of a Derivative Shelf Registration under which Registrable Securities are subject to a Pledge, the date that is one (1) year after all of the Derivative Shelf Registrable Securities covered by such Shelf Registration Statement have been foreclosed upon or, if earlier, the date the applicable Pledge (and any replacement thereof) has terminated, (y) in the case of a Derivative Shelf Registration covering Derivative Shelf Registrable Securities described in clause (d) of the definition thereof, the date that is sixty (60) days after the Shelf Registration Statement is first deemed effective, and (z) in the case of any other Shelf Registration Statement the date that is one (1) year after the Derivative Shelf Registration is first deemed effective, (B) the date as of which all of the Registrable Securities covered by such Shelf Registration Statement shall have been sold pursuant to such Shelf Registration Statement and (C) the date as of which each of the Selling Holders is permitted to sell its Registrable Securities without registration pursuant to Rule 144 under the Securities Act without volume limitations or other restrictions on transfer thereunder (such period of effectiveness, a "Derivative Shelf Period"). A Derivative Shelf Period shall be extended by the number of days of any Suspension that occurs during such Derivative Shelf Period. As a condition to being named as a selling stockholder in the Prospectus included in a Shelf Registration Statement, each Selling Holder will be required to agree to be bound by the obligations applicable to a Holder set forth in Section 8 and Section 10(b) through (e). All actions on behalf of the Selling Holders shall be coordinated and communicated to the Company by, and proceed through, the applicable Investor Holder.

(iii) Reimbursement. Notwithstanding anything herein to the contrary, if the Company is requested to effect a Derivative Shelf Registration following a Derivative Shelf Registration Trigger Event, but the expected event in anticipation of which the Derivative Shelf Registration Trigger Event was triggered does not occur, the Investor Holder that made such request shall promptly reimburse the Company for all Registration Expenses incurred by the Company in relation thereto.

(c) Number of Registrations and Other Requirements.

(i) Notwithstanding anything herein to the contrary, each of (x) the A/N Holders and (y) the Cox Holders shall only be entitled to request up to two (2) Registrations per Investor Holder during any twelve (12)-month period (it being understood that the number of Registrations during any twelve (12)-month period that each Investor Holder is entitled to shall be reduced by one for each Exchangeable Private Placement by such Investor Holder that occurs in such twelve (12)-month period); provided, however, that a Registration that was a Shelf Demand shall not constitute a Registration for purposes of this Section 2(c)(i).

(ii) Notwithstanding anything herein to the contrary, the Company shall not be required to effect a Registration unless the expected aggregate gross proceeds from the offering of the Registrable Securities to be registered in connection with such Registration are at least $250 million.

(iii) The Company shall be deemed to have effected a Demand Registration (other than in connection with a Shelf Offering) if the related Registration Statement is or has become effective and remains effective for not less than (A) one hundred twenty (120) days plus (B) such additional number of days, if any, equal to the number of days in any Suspension (or such shorter period as shall terminate when eighty percent (80%) of the Registrable Securities covered by such Registration Statement have been sold, or a majority of such Registrable Securities have been withdrawn, by the applicable Investor Holder(s)) (the applicable period, the "Demand Period"). No Demand Registration shall be deemed to have been effected if during the Demand Period such Registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court.

(d) Withdrawal. A Holder may, by written notice to the Company, withdraw its Registrable Securities from a Demand Registration or Derivative Shelf Registrable Securities from a Derivative Shelf Registration at any time prior to the effectiveness of the applicable Registration Statement. Upon receipt of notices from all applicable Holders to such effect, the Company shall cease all efforts to seek effectiveness of the applicable Registration Statement, unless the Company intends to effect a primary offering of securities pursuant to such Registration Statement.

(e) Selection of Underwriters. If a Demand Registration (other than a Take-Down Request) is an underwritten offering, the Investor Holder requesting such Demand Registration shall have the right to select one or more of the investment banking firm(s) set forth on Exhibit B hereto to act as the managing underwriter(s) in connection with such offering, subject to the written approval of (i) the other Investor Holders if such other Investor Holders have requested to participate in such Demand Registration (which approval shall not be unreasonably withheld, conditioned or delayed) and (ii) the Company (which approval shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything herein to the contrary, in connection with any marketed underwritten Shelf Offering, the Investor Holder that delivered the applicable Take-Down Request shall select the investment banker(s) and manager(s) that will serve as managing underwriters (including which such managing underwriters will serve as lead or co-lead) and underwriters with respect to such Shelf Offering; provided that such managing underwriters shall be listed in Exhibit B hereto.

(f) Exchangeable Private Placement. In connection with an Exchangeable Private Placement in which the aggregate gross proceeds from such private placement to the Investor Holder are at least $250 million, the Company shall make senior management of the Company available, to the extent requested by such Investor Holder and the initial purchasers (an "Exchangeable Private Placement Request"), to reasonably assist in the marketing of the Exchangeable Securities to be sold in such Exchangeable Private Placement, to the same extent as would be required under Section 7(k) hereof; provided that the Investor Holder may request that the Company make senior management available for participation in "road show" presentations pursuant to Section 7(s).

Section 3. Inclusion of Other Securities; Priority. The Company shall not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the Investor Holder(s) of the Registrable Securities participating in such Demand Registration (such consent not to be unreasonably withheld, conditioned or delayed). If a Demand Registration involves an underwritten offering and the managing underwriters of such offering advise the Company and the participating Investor Holders in writing that, in their opinion, the number of shares of Class A Common Stock proposed to be included in such Demand Registration, including all Registrable Securities and all other shares of Class A Common Stock proposed to be included in such offering, exceeds the number of shares of Class A Common Stock which can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the securities to be sold in such offering), the Company shall include in such Demand Registration: (i) first, the shares of Class A Common Stock proposed to be sold by the Investor Holders of Registrable Securities in such offering; and (ii) second, the shares of Class A Common Stock proposed to be included therein by any other Persons (including shares of Class A Common Stock to be sold for the account of the Company and/or other holders of Class A Common Stock), allocated among such Persons in such manner as the Company may determine. If more than one Investor Holder is participating in such Demand Registration and the managing underwriters of such offering determine that less than all of the Registrable Securities proposed to be sold by the participating Investor Holders can be included in such offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the securities to be sold in such offering), then the Registrable Securities that are included in such offering shall be allocated *pro rata* among the participating Investor Holders on the basis of the number of Registrable Securities initially requested to be sold by each such Investor Holder. Notwithstanding anything herein to the contrary, in connection with an Exempt Take-Down Request, no other holders of securities of the Company shall be entitled to receive any notice of or have its securities included in any such Shelf Offering.

Section 4. Piggyback Registrations.

(a) Whenever the Company proposes to register the offering or sale of any shares of Class A Common Stock under the Securities Act (other than a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) pursuant to a registration in which the Company is offering to exchange its own securities for other securities, (iv) pursuant to a registration statement for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto without an actual concurrent sale thereunder or (v) a registration in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company (a "Piggyback Registration"), the Company shall give prompt written notice (a "Piggyback Notice") to each Investor Holder of its intention to effect such a registration (but in any event not less than three (3) Business Days prior to the date of filing by the Company with the SEC of the applicable registration statement). Such Piggyback Notice shall specify the number of shares of Class A Common Stock proposed to be registered, the proposed date of filing of such registration statement with the SEC, the proposed means of distribution, the proposed managing underwriter(s), and a good faith estimate by the Company of the proposed minimum offering price of such shares of Class A Common Stock, in each case to the extent then known. Subject to Section 4(b) and Section 4(c), the Company shall include in such registration statement and in any offering of shares of Class A Common Stock to be made pursuant to such registration statement that number of Registrable Securities requested to be sold in such offering by such Investor Holder for the account of such Investor Holder (each, a "Piggyback Seller"); provided that the Company has received a written request for inclusion therein from such Investor Holder no later than twenty-four (24) hours after the date on which such Investor Holder has received such Piggyback Notice; provided, further, that the Company shall be obligated to include an Investor Holder's Registrable Securities pursuant to a Piggyback Registration only to the extent that the expected aggregate gross proceeds from the offering of such Registrable Securities constitute at least $50 million. The Company may terminate, delay or withdraw a Piggyback Registration prior to the effectiveness of such registration at any time in its sole discretion and, thereupon, (x) in the case of a determination to terminate or withdraw any registration, the Company shall be relieved of its obligation to register any Registrable Securities under this Section 4 in connection with such registration and (y) in the case of a determination to delay registration, the Company shall be permitted to delay registering any Registrable Securities under this Section 4 for the same period as the delay in registering the other equity securities covered by such registration. If a registration is effected by the Company pursuant to a registration statement on Form S-3 or the then-appropriate form, for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Piggyback Shelf Registration Statement"), the Investor Holders shall be notified by the Company of and shall have the right, but not the obligation, to participate in any offering pursuant to such Piggyback Shelf Registration Statement (a "Piggyback Shelf Takedown"), subject to the same limitations that are applicable to any Piggyback Registration as set forth above.

(b) Priority on Primary Piggyback Registrations. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriters of the offering advise the Company that, in their opinion, the number of shares of Class A Common Stock proposed to be included in such offering by (x) the Company, (y) the Piggyback Sellers and (z) any other proposed sellers of shares of Class A Common Stock (such Persons being "Other Proposed Sellers"), including all Registrable Securities and all other shares of Class A Common Stock proposed to be included in such offering, exceeds the number of shares of Class A Common Stock which can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the shares to be sold in such offering), the Company shall include in such Piggyback Registration or Piggyback Shelf Takedown: (i) first, the shares of Class A Common Stock that the Company proposes to sell in such offering; (ii) second, Registrable Securities of Piggyback Sellers, *pro rata* on the basis of the number of Registrable Securities proposed to be sold by such Piggyback Sellers, and (iii) third, shares of Class A Common Stock proposed to be sold by any Other Proposed Sellers, up to the number, if any, that the managing underwriters determine can be included in the offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the shares to be offered in such offering).

(c) Priority on Secondary Piggyback Registrations. If a Piggyback Registration or a Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of shares of Class A Common Stock to whom the Company has a contractual obligation to facilitate such offering, and the managing underwriters of the offering advise the Company that, in their opinion, the number of shares of Class A Common Stock proposed to be included in such offering, including all Registrable Securities and all other shares of Class A Common Stock requested to be included in such offering, exceeds the number of shares of Class A Common Stock which can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the shares to be sold in such offering), the Company shall include in such Piggyback Registration or Piggyback Shelf Takedown: (i) first, the shares of Class A Common Stock requested to be included therein by each holder thereof having such right that has requested such registration (a "Requesting Holder") up to the number that the managing underwriters determine can be included in the offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the shares to be offered in such offering), allocated *pro rata* among the Requesting Holders on the basis of the number of Registrable Securities initially requested to be sold by each Requesting Holder, (ii) second, Registrable Securities of Piggyback Sellers, *pro rata* on the basis of the number of Registrable Securities proposed to be sold by such Piggyback Sellers, (iii) third, shares of Class A Common Stock to be sold by the Company, and (iv) fourth, other shares of Class A Common Stock proposed to be sold by any Other Proposed Sellers, up to the number, if any, that the managing underwriters determine can be included in the offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the shares to be offered in such offering).

(d) Selection of Underwriters. In any Piggyback Registration or Piggyback Shelf Takedown (other than one that is also a Demand Registration), including if initiated as a primary underwritten offering on behalf of the Company, the Company shall have the right to select the investment banking firm(s) to act as the underwriters (including managing underwriter(s)) in connection with such offering.

Section 5. Holdback Agreements.

(a) Holders of Registrable Securities. Each Investor Holder agrees that in connection with any registered underwritten offering of Class A Common Stock for the account of the Company or any other Investor Holder(s), and upon request from the managing underwriter(s) for such offering, such Investor Holder shall not, without the prior written consent of such managing underwriter(s), during such period as is reasonably requested by the managing underwriter(s) (which period shall in no event be longer than ten (10) days prior to and ninety (90) days after the launch of such offering (such period, the "Holdback Period")), Transfer any Registrable Securities. The foregoing provisions of this Section 5(a) shall not apply to (i) offers or sales of Registrable Securities that are included in such underwritten offering, (ii) a Transfer of Registrable Securities pursuant to the terms of an agreement, contract, security or other instrument entered into or issued by an Investor Holder prior to the Holdback Period; provided that the Company and the managing underwriter(s) for such offering have received a copy of such agreement, contract, security or other instrument at least ten (10) days prior to the launch of such offering, and such agreement, contract, security or other instrument is described in, or included as an exhibit to, the corresponding Registration Statement as and to the extent appropriate, (iii) a pledge of Registrable Securities to secure a loan, or any foreclosure upon or enforcement of such pledge, and shall in each case be applicable to the Investor Holder only if, for so long as and to the extent that the Company, the directors and executive officers of the Company and each selling stockholder included in such offering are subject to the same restrictions, or (iv) in connection with a Take-Down Request, Transfers by Investor Holders who did not include any Registrable Securities in the related Shelf Offering; provided that any Investor Holder that receives notice of a Take-Down Request shall not be permitted to Transfer any Registrable Securities until the earlier of (a) the completion of the related Shelf Offering or (b) the abandonment of the related Shelf Offering, which abandonment shall be deemed to occur five (5) Business Days from, and including, the date of the Take-Down Request; provided, further, that the restrictions set forth in the immediately previous proviso shall not apply to any Investor Holder more than one (1) time per fiscal quarter.

(b) Each Investor Holder agrees to execute and deliver such customary agreements as may be reasonably requested by the managing underwriter(s) that are consistent with the foregoing provisions of this Section 5(a) and are necessary to give further effect thereto. For the avoidance of doubt, none of the restrictions set forth in this Section 5(a) shall apply to a conversion or exchange of any Class B Common Units, Class C Common Units or Preferred Units in accordance with their respective terms (it being understood that such restrictions shall apply with respect to the underlying shares of Class A Common Stock that may be issued upon such conversion or exchange).

(c) The Company. The Company shall not effect any sale registered under the Securities Act or other public distribution of its equity securities, or of any securities convertible into, exercisable for or exchangeable for its equity securities, during the period commencing ten (10) days prior to and ending ninety (90) days after the launch of an underwritten offering pursuant to Section 2, other than a sale and/or registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) pursuant to a registration in which the Company is offering to exchange its own securities for other securities or (iv) in connection with any dividend or distribution reinvestment or similar plan. The Company agrees to execute and deliver such customary agreements as may be reasonably requested by the managing underwriter(s) that are consistent with the foregoing provisions of this Section 5(b) and are necessary to give further effect thereto.

Section 6. Suspensions. Upon prior written notice to A/N and Cox (such notice shall be deemed given to any and all Investor Holders and Selling Holders), which notice the Company shall use reasonable best efforts to provide at least three (3) days' in advance, the Company shall be entitled to delay or suspend the preparation, furnishing, filing, effectiveness or use of a Registration Statement or Prospectus or any offer or sale pursuant thereto (a "Suspension"), if the board of directors of the Company (excluding any director who was designated for nomination by A/N, if any A/N Holder is initiating or initiated the registration or offering that is proposed to be delayed or suspended, and excluding any director who was designated for nomination by Cox, if any Cox Holder is initiating or initiated the registration or offering that is proposed to be delayed or suspended) determines in its good faith judgment that (i) proceeding with the filing, effectiveness or use of such Registration Statement or Prospectus would reasonably be expected to require the Company to disclose any information, the disclosure of which would have an adverse effect on the Company, and that the Company would not otherwise be required to disclose at such time, provided that a Suspension pursuant to this clause (i) shall not continue for more than ninety-one (91) days in succession or one hundred twenty (120) days in the aggregate in any rolling twelve (12) month period, or (ii) the registration or offering proposed to be delayed or suspended would reasonably be expected to, if not delayed or suspended, have an adverse effect on any transaction, negotiation or plan of the Company to effect a merger, acquisition, disposition, financing, reorganization, recapitalization or other similar transaction. Each Investor Holder who is notified by the Company of a Suspension pursuant to this Section 6, and each other Holder who is deemed notified or notified by the applicable Investor Holder of a Suspension pursuant to this Section 6, shall keep the existence of such Suspension confidential and shall immediately discontinue (and direct any other Person making offers or sales of Registrable Securities on behalf of such Holder to immediately discontinue) offers and sales of Registrable Securities pursuant to such Prospectus until such time as it is advised in writing by the Company that the use of the Prospectus may be resumed and, if applicable, is furnished by the Company with a supplemented or amended Prospectus as contemplated by Section 7(g). If the Company delays or suspends a Registration, the Investor Holder that initiated such Registration shall be entitled, prior to the time of the effectiveness of the related Registration Statement, to withdraw its Registration Request and, if it does so, such Registration Request shall not count against the limitation on the number of such Investor Holder's Registrations set forth in Section 2(c). Without limiting the foregoing, the Investor Holders shall give notice of a Suspension to the applicable Selling Holders as promptly as practicable after receiving notice of a Suspension from the Company.

Section 7. Registration Procedures. Subject to the terms of this Agreement, if and whenever the Company is required to effect a Registration pursuant to this Agreement, the Company shall use its reasonable best efforts to effect such Registration to permit the offering and sale of such Registrable Securities or Derivative Shelf Registrable Securities in accordance with the intended method of disposition thereof as promptly as is reasonably practicable and, pursuant thereto, the Company shall:

(a) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities or Derivative Shelf Registrable Securities, make all required filings required in connection therewith and (if the Registration Statement is not automatically effective upon filing) use its reasonable best efforts to cause such Registration Statement to become and remain effective; provided that before filing a Registration Statement or any amendments or supplements thereto, the Company shall furnish to counsel to the Investor Holders participating in such registration copies of all such documents proposed to be filed, and give the Investor Holders participating in such registration an opportunity to comment on such documents and keep such Investor Holders reasonably informed as to the registration process;

(b) use its reasonable best efforts to prepare and file with the SEC such amendments and supplements to any Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective in order to permit the offering and sale of such Registrable Securities or Derivative Shelf Registrable Securities in accordance with the intended method of disposition thereof;

(c) furnish to each Investor Holder participating in the registration, without charge, such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto (in each case including all exhibits thereto and all documents incorporated by reference therein) and such other documents, including any free writing prospectus (as defined in Rule 405 of the Securities Act) utilized in connection therewith, as such Investor Holder may reasonably request, including in order to facilitate the disposition of the Registrable Securities or Derivative Shelf Registrable Securities owned by such Investor Holder or Selling Holders;

(d) use its reasonable best efforts to register or qualify such Registrable Securities or Derivative Shelf Registrable Securities under such other securities or blue sky laws of such jurisdiction(s) as any Investor Holder participating in the registration or any managing underwriter reasonably requests and do any and all other acts and things that may be necessary or reasonably advisable to enable such Holder and each underwriter, if any, to consummate the disposition of such Holder's Registrable Securities or Derivative Shelf Registrable Securities in such jurisdiction(s); provided that the Company shall not be required to qualify generally to do business, subject itself to taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for its obligations pursuant to this Section 7(d);

(e) use its reasonable best efforts to cause all Registrable Securities or Derivative Shelf Registrable Securities covered by any Registration Statement to be registered with or approved by such other Governmental Entities or self-regulatory bodies as may be necessary in light of the business and operations of the Company to enable each Holder participating in the registration to consummate the disposition of such Registrable Securities or Derivative Shelf Registrable Securities in accordance with the intended method or methods of disposition thereof;

(f) promptly notify each Investor Holder that initiated or is participating in the registration and the managing underwriters of any underwritten offering:

(i) each time when the Registration Statement, any pre-effective amendment thereto, the Prospectus or any Prospectus supplement or any post-effective amendment to the Registration Statement or related free writing prospectus has been filed and, with respect to the Registration Statement or any post-effective amendment thereto, when the same has become effective;

(ii) of any oral or written comments by the SEC or of any request by the SEC for amendments or supplements to the Registration Statement or the Prospectus or for any additional information regarding such Holder or any Selling Holder;

(iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for any such purpose; and

(iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities or Derivative Shelf Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction;

(g) notify each Investor Holder that initiated or is participating in such Registration, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact or to omit any fact necessary to make the statements made therein not misleading in light of the circumstances under which they were made, and, as promptly as practicable, prepare, file with the SEC and furnish to such Investor Holder a reasonable number of copies of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities or Derivative Shelf Registrable Securities, such Prospectus will not contain any untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made; provided that any Investor Holder receiving information pursuant to this Section 7(g) shall protect the confidentiality of, and not disclose, any information regarding the Company which the Company determines in good faith to be confidential and of which determination such Person is notified, unless such information (A) is or becomes known to the public without a breach of this Agreement or any other agreement to which such Person is a party, (B) is or becomes available to such Person on a non-confidential basis from a source other than the Company, (C) is independently developed by such Person, (D) is requested or required by a deposition, interrogatory, request for information or documents by a Governmental Entity, subpoena or similar process, or (E) is otherwise required to be disclosed by applicable law (other than securities laws);

(h) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, of any order suspending or preventing the use of any related Prospectus or of any suspension of the qualification or exemption from qualification of any Registrable Securities or Derivative Shelf Registrable Securities for sale in any jurisdiction, use its reasonable best efforts to promptly obtain the withdrawal or lifting of any such order or suspension;

(i) cause such Registrable Securities or Derivative Shelf Registrable Securities to be listed on each securities exchange on which the Class A Common Stock is then listed;

(j) provide a transfer agent and registrar (which may be the same entity) for all Registrable Securities or Derivative Shelf Registrable Securities covered by the applicable Registration Statement not later than the effective date of such Registration Statement;

(k) make available upon reasonable notice at reasonable times and for reasonable periods for inspection by any Investor Holder that initiated or is participating in the Registration, any underwriter participating in any underwritten offering pursuant to such Registration Statement, and any attorney, accountant or other agent retained by any such Investor Holder or underwriter, all pertinent corporate documents, financial and other records relating to the Company and its business reasonably requested by such Investor Holder or underwriter, and make senior management of the Company, and request the Company's independent accountants to make themselves, available for customary due diligence sessions; provided that any Person receiving access to information or personnel pursuant to this Section 7(k) shall (i) reasonably cooperate with the Company to limit any resulting disruption to the Company's business and (ii) protect the confidentiality of, and not disclose, any information regarding the Company which the Company determines in good faith to be confidential and of which determination such Person is notified, unless such information (A) is or becomes known to the public without a breach of this Agreement or any other agreement to which such Person is a party, (B) is or becomes available to such Person on a non-confidential basis from a source other than the Company, (C) is independently developed by such Person, (D) is requested or required by a deposition, interrogatory, request for information or documents by a Governmental Entity, subpoena or similar process, or (E) is otherwise required to be disclosed by applicable law (other than securities laws);

(l) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its stockholders, as soon as reasonably practicable, an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto), which requirement shall be deemed satisfied if the Company timely files complete and accurate information on Forms 10-K, 10-Q and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act or any successor rule thereto;

(m) in the case of an underwritten offering of Registrable Securities in connection with a Demand Registration, promptly incorporate in a supplement to the Prospectus or a post-effective amendment to the Registration Statement such information as is reasonably requested by the managing underwriter(s) and the Investor Holders participating in such underwritten offering to be included therein relating to the plan of distribution with respect to such Registrable Securities and the purchase price for the securities to be paid by the underwriters, and promptly make all required filings of such supplement or post-effective amendment after being notified of the matters to be incorporated in such supplement or post-effective amendment;

(n) in the case of an offering of Derivative Shelf Registrable Securities in connection with an Exchangeable Private Placement, promptly incorporate in a supplement to the Prospectus, a filing incorporated by reference into the Prospectus or a post-effective amendment to the Registration Statement the information for each Selling Holder set forth in its fully completed and executed Selling Holder Questionnaire delivered to the Company, and promptly make all required filings of such supplement, filing or post-effective amendment after receipt of such Selling Holder Questionnaire;

(o) in the case of an underwritten offering of Registrable Securities, enter into such customary agreements (including underwriting agreements in customary form) and take all such other customary actions as any Investor Holder participating in such offering or the managing underwriter(s) of such offering reasonably requests in order to expedite or facilitate the disposition of such Registrable Securities;

(p) use reasonable best efforts to make available to a Hedging Counterparty participating in an offering of Derivative Shelf Registrable Securities pursuant to such Registration Statement, upon reasonable notice, senior management of the Company, and request the Company's independent accountants to make themselves available, for customary due diligence sessions involving questions and answers regarding the Company's business and financial condition; provided that such Hedging Counterparty shall (i) cooperate with the Company to limit any resulting disruption to the Company's business and (ii) protect the confidentiality of, and not disclose, any information regarding the Company that are provided by the Company or its independent accountants, unless such information (A) is or becomes known to the public without a breach of this Agreement or any other agreement to which such Hedging Counterparty is a party, (B) is or becomes available to such Person on a non-confidential basis from a source other than the Company, (C) is independently developed by such Hedging Counterparty, (D) is requested or required by a deposition, interrogatory, request for information or documents by a Governmental Entity, subpoena or similar process, or (E) is otherwise required to be disclosed by applicable law (other than securities laws);

(q) in the case of an offering of Derivative Shelf Registrable Securities in connection with a Hedging Transaction, enter into an agreement, customary for the type of such Hedging Transaction, with the Hedging Counterparty, in form and substance reasonably acceptable to the Company; provided that any representations and warranties, covenants and indemnities shall be no more onerous to the Company than those customarily included in underwriting agreements for secondary offerings of common stock by selling stockholders of the Company (or, if the Company has never entered into such an underwriting agreement, than in underwriting agreements entered into with issuers of similar size and stature as the Company), and such agreement shall not require the delivery of opinions of counsel or cold comfort letters except to the extent set forth in Section 7(r);

(r) use reasonable best efforts to (i) furnish to each Investor Holder, each underwriter, if any, and each Hedging Counterparty in each case participating in an offering of Registrable Securities or Derivative Shelf Registrable Securities: (A) an opinion or opinions from counsel for the Company dated the effective date of the Registration Statement or, in the event of an underwritten offering, the date of the closing under the underwriting agreement, in each case in customary form, scope and substance, (B) in the case of an underwritten offering of Registrable Securities, a cold comfort letter from the Company's independent certified public accountants in customary form covering such matters of the type customarily covered by cold comfort letters as the managing underwriter reasonably requests, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement and (C) in the case of an offering of Derivative Shelf Registrable Securities in connection with a Hedging Transaction, a cold comfort letter from the Company's independent certified public accountants in form and content permitted by the applicable rules of the AICPA and reasonably requested by the Hedging Counterparty, as of such date or dates as may be reasonably requested by such Hedging Counterparty and permitted by the rules of the AICPA and (ii) obtain all consents of the Company's independent certified public accountants required to be included in the Registration Statement;

(s) in the case of an underwritten offering of Registrable Securities or an Exchangeable Private Placement, make senior management of the Company available, to the extent requested by the managing underwriter(s) or the applicable Investor Holder, respectively, to participate in "road show" presentations in connection with the marketing of the Registrable Securities to be sold in such underwritten offering; provided that the Company shall only be obligated to make senior management available for participation in "road show" presentations for no more than two (2) such offerings initiated by the Holders during any twelve (12)-month period and the Investor Holder who requested the first "road show" presentation during any twelve (12)-month period cannot request the second "road show" presentation without the prior written consent of the other Investor Holder; provided, further, that the Company shall only be required to make senior management available for participation in the second "road show" during any such twelve (12)-month period if the expected aggregate gross proceeds from the underwritten offering in connection with the second "road show" are at least $500 million;

(t) if the Registrable Securities or Derivative Shelf Registrable Securities are in certificated form, cooperate with the Investor Holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities or Derivative Shelf Registrable Securities to be sold pursuant to such Registration Statement free of any restrictive legends and representing such number of shares of Class A Common Stock and registered in such names as the Investor Holders of the Registrable Securities or Derivative Shelf Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities or Derivative Shelf Registrable Securities pursuant to such Registration Statement; provided that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System or other customary book-entry system;

(u) not later than the effective date of such Registration Statement, provide a CUSIP number for all Registrable Securities or Derivative Shelf Registrable Securities covered thereby and, if the Registrable Securities are in certificated form, provide the applicable transfer agent with printed certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company; provided that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System or other customary book-entry system;

(v) take no action prohibited by Regulation M under the Exchange Act; and

(w) otherwise use its reasonable best efforts to take or cause to be taken all other actions necessary or reasonably advisable to effect the registration of such Registrable Securities or Derivative Shelf Registrable Securities contemplated by this Agreement. Except as expressly set forth in this Agreement, the Company shall not be required to communicate or otherwise interact with any Selling Holders, and all communications between the Company and the Selling Holders shall be facilitated by the applicable Investor Holders.

(x) For the avoidance of doubt, and without limiting the generality of the foregoing provisions of this Section 7, the provisions of this Section 7 relating to the registration, offer and sale of Derivative Shelf Registrable Securities shall apply to (i) any Hedging Transaction entered into by an Investor Holder where the initial hedging activities of the applicable Hedging Counterparty are effected pursuant to a Registration Statement and (ii) any foreclosure of a Pledge pursuant to which the applicable Selling Holder or its pledgee sells Derivative Shelf Registrable Securities under a Registration Statement, and the obligations of the Company under this Section 7 shall apply irrespective of the type of Registration pursuant to which such Hedging Transaction or such foreclosure of a Pledge is effected.

Section 8. Participation in Registrations and Underwritten Offerings. The Company may require each Holder to furnish to the Company such information regarding the distribution of such Registrable Securities or Derivative Shelf Registrable Securities by such Holder and such other information relating to such Holder and its ownership of Registrable Securities or Derivative Shelf Registrable Securities as the Company may from time to time reasonably request in writing and the Company may exclude from such registration the Registrable Securities or Derivative Shelf Registrable Securities of any Holder who fails to furnish such information within a reasonable time after receiving such request. Each Investor Holder agrees to furnish, or cause to be furnished (including by causing each Selling Holder participating in a Registration initiated by such Investor Holder to furnish), such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement. Each Investor Holder agrees (i) to notify the Company as promptly as practicable and (ii) to require that any Selling Holder participating in a Registration initiated by such Investor Holder to notify such Investor Holder, and upon notification such Investor Holder will as promptly as practicable notify the Company, of any inaccuracy or change in information previously furnished to the Company by such Holder or of the occurrence of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact regarding such Holder or the distribution of such Registrable Securities or Derivative Shelf Registrable Securities or to omit to state any material fact regarding such Holder or the distribution of such Registrable Securities or Derivative Shelf Registrable Securities required to be stated therein or necessary to make the statements made therein not misleading in light of the circumstances under which they were made and to furnish to the Company, as promptly as practicable, any additional information required to correct and update the information previously furnished by such Holder such that such Prospectus shall not contain any untrue statement of a material fact regarding such Holder or the distribution of such Registrable Securities or Derivative Shelf Registrable Securities or omit to state a material fact regarding such Holder or the distribution of such Registrable Securities or Derivative Shelf Registrable Securities necessary to make the statements therein not misleading in light of the circumstances under which they were made. No Selling Holder may be named as a selling holder in any Registration Statement unless such Person agrees, upon the Company's request, to be bound by the preceding sentence as though it was an Investor Holder. No Person may participate in any underwritten offering pursuant to this Agreement unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements in customary form approved by the Company and other Persons entitled under this Agreement to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided that no Holder included in any underwritten offering shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (A) such Holder's ownership of its Registrable Securities to be sold in such offering, (B) such Holder's power and authority to effect such Transfer and (C) such matters pertaining to such Holder's compliance with securities laws as may be reasonably requested by the managing underwriter(s)) or to undertake any indemnification obligations to the Company with respect thereto, except to the extent otherwise provided in Section 10 hereof.

Section 9. Registration Expenses.

(a) The Company shall pay directly or promptly reimburse all costs, fees and expenses incident to the Company's performance of or compliance with this Agreement, including (i) all SEC, FINRA and other registration and filing fees; (ii) all fees and expenses associated with filings to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are to be listed or quoted; (iii) all fees and expenses of complying with any securities and blue sky laws (including fees and disbursements of counsel for the Company in connection therewith); (iv) all printing, messenger, telephone and delivery expenses (including the cost of distributing Prospectuses in preliminary and final form as well as any supplements thereto); (v) all expenses incurred in connection with any "road show" presentations that are required by this Agreement for underwritten offerings, including all costs of travel, lodging and meals; (vi) all fees of the Company's transfer agent and registrar; (vii) all fees and expenses of counsel to the Company; (viii) all fees and expenses of the Company's independent public accountants (including any fees and expenses arising from any special audits or "comfort letters") and any other Persons retained by the Company in connection with or incident to any registration of Registrable Securities pursuant to this Agreement; and (ix) all reasonable fees and disbursements of underwriters customarily paid by the issuers or sellers of securities (all such costs, fees and expenses, "Registration Expenses"). Notwithstanding anything in this Agreement to the contrary, Registration Expenses shall exclude any and all Selling Expenses and the expenses and fees of any counsel engaged by any Holder or underwriter, except that Registration Expenses shall include the reasonable counsel fees and costs of one (1) counsel for all underwriters, which counsel shall be selected by the Company and reasonably acceptable to such underwriters. Each Holder shall pay the fees and expenses of any counsel engaged by such Holder and shall bear its respective Selling Expenses associated with any sale of its Registrable Securities pursuant to this Agreement.

(b) The obligation of the Company to bear and pay the Registration Expenses shall apply irrespective of whether a registration, once properly demanded or requested, becomes effective or is withdrawn or suspended; provided that the Registration Expenses for any Registration Statement withdrawn solely at the request of one or more Holder(s) (unless withdrawn following commencement of a Suspension) shall be borne by such Holder(s).

Section 10. Indemnification; Contribution.

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, each Holder, in its capacity as a holder of Registrable Securities or Derivative Shelf Registrable Securities, any Person who is or might be deemed to be a "controlling person" of a Holder or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such Person, a "Holder Controlling Person"), their respective direct and indirect general and limited partners, advisory board members, directors, officers, trustees, managers, members, employees, agents, Affiliates and shareholders, and each other Person, if any, who acts on behalf of or controls any such Holder or Holder Controlling Person (each of the foregoing, a "Covered Person") against any losses, claims, actions, damages, liabilities and expenses, joint or several, to which such Covered Person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, or any equivalent non-U.S. securities laws, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in or incorporated by reference in any Registration Statement, Prospectus, preliminary Prospectus, issuer free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any document incorporated by reference therein, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus, or any issuer free writing Prospectus in light of the circumstances under which they were made) not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to any action or inaction required of the Company in connection with any registration of securities, and the Company shall reimburse each Covered Person for any legal or other expenses reasonably incurred by such Covered Person in connection with investigating or defending any such loss, claim, action, damage or liability; provided that the Company shall not be so liable in any such case to the extent that (i) any loss, claim, action, damage, liability or expense arises out of or is based upon any such untrue statement or alleged untrue statement, or omission or alleged omission, made or incorporated by reference in any such Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any document incorporated by reference therein in reliance upon, and in conformity with, written information furnished to the Company by or on behalf of such Covered Person (including by any Investor Holder with respect to information about the Selling Holders) expressly for use therein, or (ii) with respect to any liability of Selling Holders under Section 12 of the Securities Act, such Covered Person knew of such untruth or omission. This indemnity shall be in addition to any liability the Company may otherwise have.

(b) In connection with any registration in which a Holder is participating, each such Holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and shall indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, agents and any Person who is or might be deemed to be a "controlling person" of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such Person, a "Company Controlling Person") against any losses, claims, actions, damages, liabilities and expenses, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws or any equivalent non-U.S. securities laws, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus, or any free writing prospectus, in light of the circumstances under which they were made) not misleading or (iii) the failure of such Holder to deliver a prospectus in accordance with the requirements of the Securities Act or Exchange Act, but, in the case of each of clauses (i) and (ii), only to the extent that such untrue statement or alleged untrue statement, or omission or alleged omission, is made in such Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto in reliance upon, and in conformity with, written information furnished to the Company by or on behalf of such Holder expressly for use therein, and such Holder shall reimburse the Company, its directors, officers, employees, agents and any Company Controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, action, damage or liability; provided that the obligation to indemnify pursuant to this Section 10(b) shall be individual and several, not joint and several, for each Holder and shall not exceed an amount equal to the net proceeds (i.e., after deducting Selling Expenses) actually received by such Holder in the sale of Registrable Securities to which such Registration Statement or Prospectus relates. This indemnity shall be in addition to any liability which such Holder may otherwise have.

(c) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided that any failure or delay to so notify the indemnifying party shall not relieve the indemnifying party of its obligations hereunder, except to the extent that the indemnifying party is actually and materially prejudiced by reason of such failure or delay. In case a claim or an action that is subject or potentially subject to indemnification hereunder is brought against an indemnified party, the indemnifying party shall be entitled to participate in and shall have the right, exercisable by giving written notice to the indemnified party as promptly as practicable after receipt of written notice from such indemnified party of such claim or action, to assume, at the indemnifying party's expense, the defense of any such claim or action, with counsel reasonably acceptable to the indemnified party; provided that any indemnified party shall continue to be entitled to participate in the defense of such claim or action, with counsel of its own choice, but the indemnifying party shall not be obligated to reimburse the indemnified party for any fees, costs and expenses subsequently incurred by the indemnified party in connection with such defense unless (A) the indemnified party has agreed in writing to pay such fees, costs and expenses, (B) the indemnifying party has failed to assume the defense of such claim or action within a reasonable time after receipt of notice of such claim or action, (C) having assumed the defense of such claim or action, the indemnifying party fails to employ counsel reasonably acceptable to the indemnified party after a reasonable time after notice of the institution of such action, (D) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest or (E) the indemnified party has reasonably concluded that there are one or more legal or equitable defenses available to it and/or any other indemnified party which are different from or additional to those available to the indemnifying party. Subject to clauses (D) and (E) of the foregoing sentence, no indemnifying party shall, in connection with any one claim or action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general circumstances or allegations, be liable for the fees, costs and expenses of more than one firm of attorneys (in addition to any local counsel) for all indemnified parties. The indemnifying party shall not have the right to settle a claim or action for which any indemnified party is entitled to indemnification hereunder without the consent of the indemnified party, and the indemnifying party shall not consent to the entry of any judgment or enter into or agree to any settlement relating to such claim or action, in each case unless such judgment or settlement does not impose any admission of wrongdoing or ongoing obligations on any indemnified party and includes as an unconditional term thereof the giving by the claimant or plaintiff therein to such indemnified party, in form and substance reasonably satisfactory to such indemnified party, of a full and final release from all liability in respect of such claim or action. The indemnifying party shall not be liable hereunder for any amount paid or payable or incurred pursuant to or in connection with any judgment entered or settlement effected with the consent of an indemnified party unless the indemnifying party has also consented to such judgment or settlement (such consent not to be unreasonably withheld, conditioned or delayed).

(d) If the indemnification provided for in this Section 10 is held by a court of competent jurisdiction to be unavailable to, or unenforceable by, an indemnified party in respect of any loss, claim, action, damage, liability or expense for which this Agreement purports to provide for indemnification, then the applicable indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, action, damage, liability or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other hand, in connection with the statements or omissions which resulted in such loss, claim, action, damage, liability or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, whether the violation of the Securities Act or any other federal or state securities law or rule or regulation promulgated thereunder applicable to the Company and relating to any action or inaction required of the Company in connection with any registration of securities was perpetrated by the indemnifying party or the indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by *pro rata* allocation or by any other method or allocation that does not take into account the equitable considerations referred to in this Section 10(d). In no event shall the amount which a Holder may be obligated to contribute pursuant to this Section 10(d) exceed an amount equal to the gross proceeds (after deducting Selling Expenses) actually received by such Holder in the sale of Registrable Securities that gives rise to such obligation to contribute. No indemnified party guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) The provisions of this Section 10 shall remain in full force and effect regardless of any investigation made by or on behalf of any indemnified party or any officer, director or controlling person of such indemnified party and shall survive the Transfer of any Registrable Securities by any Holder.

Section 11. Rule 144 Compliance. With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration, the Company shall use its reasonable best efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company to be filed under the Securities Act and the Exchange Act; and

(c) furnish to any Investor Holder, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act.

Section 12. Miscellaneous.

(a) No Inconsistent Agreements. Other than agreements with any A/N Party and/or any Cox Party, the Company represents and warrants that it has not entered into, and agrees that it will not enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Investor Holders under this Agreement.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any right, benefit, remedy, obligation or liability arising hereunder may be assigned by any party without the prior written consent of the other parties, and any attempted assignment without such consent shall be null and void and of no effect, except that (i) the Company may assign this Agreement at any time in connection with a sale or acquisition of the Company, whether by merger, consolidation, sale of all or substantially all of the Company's assets, or similar transaction, without the consent of any other party or Holders; provided that if the successor or acquiring Person has publicly traded common stock, such Person shall agree in writing to assume all of the Company's rights and obligations under this Agreement and (ii) an Investor Holder may assign its rights under this Agreement to a Permitted Transferee without the consent of the Company or any other Holder, in which case such Permitted Transferee shall, upon executing and delivering a counterpart to this Agreement in the form attached hereto as Exhibit A to the Company and each other Investor Holder, have the rights and benefits of, and shall be subject to the restrictions contained in, this Agreement as if such Permitted Transferee had originally been a party to this Agreement as an Investor Holder.

(c) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; provided, however, that the parties hereto hereby acknowledge that the Persons set forth in Section 10 shall be express third-party beneficiaries of the obligations of the parties hereto set forth in Section 10.

(d) Remedies; Specific Performance. In the event of a breach or a threatened breach by any party to this Agreement of its obligations under this Agreement, any party injured or to be injured by such breach shall be entitled to specific performance of its rights under this Agreement or to injunctive relief, in addition to being entitled to exercise all rights provided in this Agreement and granted by law, it being agreed by the parties that the remedy at law, including monetary damages, for breach of any such provision will be inadequate compensation for any loss and that any defense or objection in any action for specific performance or injunctive relief for which a remedy at law would be adequate is hereby waived.

(e) No Waivers. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

(g) Jurisdiction and Venue. The parties hereto hereby irrevocably submit to the jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware. The parties hereto hereby consent to and grant the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the United States District Court for the District of Delaware, jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 12(h) or in such other manner as may be permitted by law shall be valid and sufficient service thereof. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) Notices. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if personally served or sent by e-mail (provided that no transmission error is received by the sender); on the Business Day after such communication is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered, return receipt requested, postage prepaid and addressed as follows:

If to the Company:

Charter Communications, Inc.
400 Washington Blvd.
Stamford, CT 06902
Attention: Executive Vice President, General Counsel and Corporate Secretary
E-Mail: [***]
[***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019

Attention: Steven A. Cohen, Esq.
John L. Robinson, Esq.
Steven R. Green, Esq.
E-Mail: SACohen@wlrk.com
JLRobinson@wlrk.com
SRGreen@wlrk.com

If to any Cox Party:

6205-A Peachtree Dunwoody Road
Atlanta, GA 30328
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary
E-Mail: [***]

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
330 N Wabash Ave #2800
Chicago, IL 60611
Attention: Bradley Faris;
Victoria VanStekelenburg
E-Mail: Bradley.Faris@lw.com
Victoria.VanStekelenburg@lw.com

If to any A/N Party:

Advance/Newhouse Partnership
One World Trade Center
New York, New York 10007
Attention: Chief Legal Officer
Email: [***]

with a copy (which shall not constitute notice) to:

Advance/Newhouse Partnership
6350 Court St.
East Syracuse, NY 13057
Attention: [***]
E-Mail: [***]

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Robert B. Schumer
Michael E. Vogel
Lara B. Solomons
E-Mail: RSchumer@paulweiss.com
MVogel@paulweiss.com
LSolomons@paulweiss.com

(i) Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(j) Counterparts. This Agreement may be signed in any number of identical counterparts, each of which shall be deemed an original instrument (including signatures delivered via facsimile or electronic mail) and all of which together shall constitute one and the same instrument. The parties hereto may deliver this Agreement by facsimile or by electronic mail and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

(k) Entire Agreement. This Agreement, together with the Specified Documents, contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes and replaces all other prior agreements, written or oral, among any of the parties hereto with respect to the subject matter hereof, including the Existing Registration Rights Agreement and any and all other prior registration rights or similar agreements of the Company or any of its subsidiaries.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(m) Amendments. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the prior written consent of (i) the Company, (ii) Cox (so long as any Cox Holder holds any Registrable Securities) and (iii) A/N (so long as any A/N Holder holds any Registrable Securities).

(n) Further Assurances. Each party to this Agreement shall cooperate and take such action as may be reasonably requested by another party to this Agreement in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

(o) Termination. This Agreement shall terminate and be of no further force and effect (i) with respect to each A/N Holder, upon the earliest time as the A/N Parties hold of record an equity interest in the Company of less than 5% on a Fully Exchanged Basis in the aggregate and (ii) with respect to each Cox Holder, upon the earliest time as the Cox Parties hold of record an equity interest in the Company of less than 5% on a Fully Exchanged Basis in the aggregate, except, in the case of each of clause (i) and (ii), for the provisions of Section 9, Section 10 and this Section 12 which shall survive such termination.

(p) Registration Waiver. By written notice (an "Opt-Out Notice") delivered to the Company, any Investor Holder (an "Opting-Out Holder") may elect to waive its right to participate in a Registration, until such time as the written notice is rescinded in writing. From the date of the Opt-Out Notice until such time as the Opt-Out Notice has been rescinded in writing: (a) the Opting-Out Holder shall not receive notices of any proposed Registration and (b) shall not be entitled to participate in any such Registration.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

CHARTER COMMUNICATIONS, INC.

By: /s/ Jessica M. Fischer
Name: Jessica M. Fischer
Title: Chief Financial Officer

COX ENTERPRISES, INC.

By: /s/ Dallas S. Clement
Name: Dallas S. Clement
Title: President

COX COMMUNICATIONS EQUITY HOLDINGS, INC.

By: /s/ Dallas S. Clement
Name: Dallas S. Clement
Title: President

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron
Name: Steven A. Miron
Title: Chief Executive Officer

Exhibit A

Form of Counterpart

[NAME OF PERMITTED TRANSFEREE]

By: _____
Name:
Title:

Address for Notices:
[●]
Attention:[●]
Phone: [●]
E-Mail: [●]

with a copy (which shall not constitute notice) to:

[●]
Attention:[●]
Phone: [●]
E-Mail: [●]

Exhibit B

List of Underwriters

[***]

Exhibit 99.1

CHARTER AND COX COMMUNICATIONS
COMPLETE TRANSACTION BENEFITING CUSTOMERS, LOCAL COMMUNITIES, EMPLOYEES AND SHAREHOLDERS

Charter Completes Acquisition of Liberty Broadband in All-Stock Transaction

Spectrum Brand, Pricing and Packaging to Launch in All Cox Markets Mid-September

Stamford, CT – August 20, 2026 – Charter Communications, Inc. (NASDAQ: CHTR) (along with its subsidiaries, "Charter") today announced that it has completed its previously announced transaction with Cox Communications ("Cox") and the acquisition of Liberty Broadband Corporation ("Liberty Broadband"). These transformative transactions create the leading broadband and video company in the nation and the fastest growing mobile provider in its footprint, with seamless connectivity and video entertainment, and high-quality customer service delivering powerful benefits for customers, local communities, employees and shareholders.

"The addition of Cox to the Spectrum footprint is one that can be celebrated by customers, employees and investors alike," said Chris Winfrey, Charter President and CEO. "Together, we will bring the best products, at the best price, coupled with the highest level of customer service to more customers across our expanded 45-state Spectrum footprint. And Cox employees will soon have access to all the programs and benefits that have made Charter an employer of choice where its 100% U.S.-based employees can build long-term careers.

"The market has changed considerably over the past decade, and regional providers like Spectrum are competing with national and even global connectivity and entertainment companies. Today, with expanded scale, we are better positioned to compete and continue investment in our products and service, tools and platforms, and to further the capability and reach of our Spectrum Fiber Broadband Network."

Eric Zinterhofer, who prior to closing the transactions had served as Chairman of Charter's board, added, "Congratulations to Chris, the Charter team and the Cox family for completing an industry-transforming transaction. I look forward to serving as lead independent director as Alex Taylor becomes Charter's next Chairman."

“When Liberty first invested in Charter more than a decade ago, we saw an opportunity to build scale behind a great management team and operating model,” said Dr. John C. Malone, Chairman of Liberty Broadband. “The combination of Charter and Cox creates a stronger, more competitive company to further invest and innovate, while giving Liberty Broadband shareholders a direct interest in its future. I have tremendous respect for the Cox family and its long tradition of entrepreneurial leadership and responsible stewardship, and I look forward to seeing what Chris, Alex and their teams accomplish together.”

The Cox Transaction

A subsidiary of Cox Enterprises, Inc. (“Cox Enterprises”) received:

- Approximately 33.6 million common units in Charter’s existing partnership (“Charter Holdings”), with an implied value of approximately $5 billion, and which are exchangeable for Charter common shares.
- $6 billion of convertible preferred units of Charter Holdings, with a 6.875% coupon, which are convertible into 12.6 million common units of Charter Holdings, and which are exchangeable for Charter common shares.
- And a total of approximately $4 billion in cash.

In aggregate, Charter issued the equivalent of just over 46 million Charter shares to a subsidiary of Cox Enterprises. Based on Charter’s share count as of June 30, 2026, and giving effect to the closing of the Liberty Broadband merger and the Cox transaction, Cox Enterprises and its subsidiaries now own approximately 26% of the combined entity’s fully diluted shares outstanding, on an as-converted, as-exchanged basis. Additionally, approximately $12 billion of Cox debt and finance leases will remain outstanding at subsidiaries of Charter as a result of the transaction.

Alex Taylor, Chairman and CEO of Cox Enterprises and Chairman of Charter’s Board of Directors said, "For generations, my family has believed in building businesses that matter and stand the test of time. The broadband industry has shaped how people live, work and connect with one another, and we believe deeply in its future. I look forward to partnering with Chris and the board to build on a proud legacy and create long-term value for our shareholders, customers, employees and the communities we serve.”

The Liberty Broadband Transaction

Concurrent with the closing of the Cox transaction, Charter closed its transaction with Liberty Broadband. Under the terms of the agreement, each holder of Liberty Broadband Series A common stock, Series B common stock, and Series C common stock (collectively, "Liberty Broadband common stock") received 0.236 of a share of Charter common stock per share of Liberty Broadband common stock held, with cash paid in lieu of fractional shares. Each holder of Liberty Broadband Series A cumulative redeemable preferred stock ("Liberty Broadband preferred stock") received one share of newly issued Charter cumulative redeemable preferred stock ("Charter preferred stock") per share of Liberty Broadband preferred stock held, which Charter preferred stock will substantially mirror the current terms of the Liberty Broadband preferred stock.

As a result of the transaction, Charter retired approximately 38.6 million Charter shares previously owned by Liberty Broadband and issued approximately 33.9 million shares to holders of Liberty Broadband common stock at closing, resulting in a net decrease of approximately 4.7 million Charter shares outstanding. At close, Charter assumed approximately $840 million of Liberty Broadband net debt that will be repaid shortly after closing, and $180 million of preferred equity that became Charter preferred equity upon the close of the transaction.

Customer, Community and Employee Benefits

Beginning today, Spectrum will offer Cox customers a free mobile line for one year

To welcome its new customers, Spectrum is offering a free year of mobile service to Cox internet customers who don't already subscribe to Cox Mobile; the first of many benefits Spectrum will offer. In mid-September, Spectrum plans to launch its entire suite of products to all consumers, including existing customers, in former Cox markets offering Spectrum's simple and transparent pricing and packaging, greater value and more opportunities to save.

Spectrum Internet and Spectrum Mobile work together over the Spectrum Fiber Broadband Network and are supported by approximately 45 million WiFi access points across the country, delivering a faster, more seamless experience than standalone 5G. Spectrum's Seamless Connectivity bundle delivers the most reliable service and helps customers save with Spectrum's $1,000 savings guarantee.

For Video, Spectrum's Seamless Entertainment brings live TV and popular streaming apps together, all in one place. Spectrum TV Select plans include ad-supported streaming apps like Disney+, Hulu, ESPN Unlimited, Discovery+, HBO MAX, Paramount+, Peacock, AMC+, ViX, Tennis Channel, and FOX One, providing up to $127 of monthly retail value at no extra cost. The Spectrum TV App, the highest-rated pay TV streaming app and the most viewed streaming service in the U.S. on an hours per household basis, lets customers stream, pause, and rewind live TV, plus watch On Demand and DVR, on phones, tablets and the most popular streaming devices. And with the Xumo Stream Box with voice remote, Spectrum makes it easy to search and switch between live TV and the most popular streaming apps.

Within the next year, Cox customers also will benefit from Spectrum's industry-first Customer Service Commitments, which include:

- 100% U.S.-based customer service team available 24/7.
- fixing service disruptions quickly, including same-day technician dispatch when requested before 5:00 pm; if not, the next day.
- providing customers with credits for outages that last longer than two hours.

To achieve those commitments, over the next 18 months Spectrum will apply its sales and service workforce model to Cox markets, and will fully return Cox's customer service function to the U.S. All employees will earn a starting wage of at least $20 per hour and enjoy Spectrum's industry-leading benefits, which include:

- Comprehensive medical, dental, and vision coverage for all full-time *and* part-time employees.
- Market-leading retirement benefits, including a 401(k) plan with a company match up to 6% of their eligible pay.
- Free or discounted Spectrum Mobile, TV and Internet service.
- Multiple opportunities for upward advancement to build careers, including through self-progression programs with standardized pay raises, and formal development programs, including the Broadband Field Technician Apprenticeship program.
- Tuition-free undergraduate degree and certificate programs via flexible online learning.
- The Employee Stock Purchase Plan provides all frontline employees with the ability to purchase stock and receive a matching grant of Charter Restricted Stock Units (RSUs) up to 1-for-1 based on years of service.
- Participation in the Invest in America Trump Accounts program, matching the federal government's $1,000 contribution for employees' children.

Businesses of all sizes throughout the Spectrum footprint will benefit from the combination of Spectrum Business with Cox Business' well-known industry leadership, including Segra, Cox's super-regional, fiber-based provider serving commercial enterprise and carrier customers, and RapidScale, its managed, cloud-based services provider.

In advertising, Spectrum will expand opportunities for advertisers large and small, national, regional, and local, bringing new competition in an area now dominated by Big Tech.

Spectrum is a local company that helps create opportunities and invests in the communities where its employees live and work with programs focused on increasing digital inclusion and education, promoting critical human services (including food security, housing, and employment), and supporting small businesses. Spectrum established the Spectrum Foundation with a $50 million initial investment to respond to local needs, expand economic opportunity and empower communities to thrive.

Spectrum's local presence in the communities is furthered by Spectrum Networks, its award-winning news division with more than 35 stations across the company's footprint, providing objective reporting from local journalists, ensuring coverage reflects and is informed by the issues that matter most to our communities. In the coming months, Spectrum Networks will expand its presence into the Cox footprint, bringing local, unbiased news coverage to more communities in new DMAs.

Governance

Mr. Alex Taylor has been appointed Chairman, and Mr. Eric Zinterhofer has been named the lead independent director of Charter's board. Mr. Winfrey will continue in his current role as President and CEO and board member. In addition to Mr. Taylor, Cox Enterprises has appointed Mr. Dallas Clement and Mr. Mark Greatrex to Charter's 13-member board.

Advance/Newhouse, which, like Cox, contributed its operations to Charter's partnership in 2016, will retain its two board seats held by Mr. Steve Miron and Mr. Michael Newhouse.

At close, Liberty Broadband ceased to be a direct shareholder in Charter and no longer designates directors for election to the Charter board. Mr. Martin Patterson and Mr. J. David Wargo have stepped down from the board, effective as of the close of the transaction. In addition, Mr. John Markley Jr. retired from the Charter board effective as of the close of the transaction and Mr. Balan Nair will continue to serve on the Charter board as an independent director.

Charter, Cox Enterprises and Advance/Newhouse entered into an amended and restated stockholders' agreement, which provided for preemptive rights over certain issuances, voting caps and required participation in Charter common share repurchases at specified acquisition caps, and transfer restrictions among other shareholder governance matters.

Within a year following the transaction, the company will change its parent company name to Cox Communications but will continue to operate as Spectrum across all markets. The Company also will remain headquartered in Stamford, CT, keeping a significant presence in Atlanta, GA.

In the Cox transaction, Citi and LionTree served as financial advisors and Wachtell, Lipton, Rosen & Katz served as legal counsel to Charter. Allen & Company served as financial advisor to Cox Enterprises. BDT & MSD Partners, Evercore and Wells Fargo served as financial advisors to Cox. Latham & Watkins LLP served as legal advisor to Cox Enterprises.

In the Liberty Broadband transaction, Centerview Partners LLC served as exclusive financial advisor to the special committee of Charter. Citi served as exclusive financial advisor to Charter. Wachtell, Lipton, Rosen & Katz served as legal counsel to the special committee of Charter. J.P. Morgan served as exclusive financial advisor to Liberty Broadband, and O'Melveny & Myers LLP served as legal counsel to Liberty Broadband.

About Charter
Charter Communications, Inc. (NASDAQ: CHTR) is the leading broadband and video company in the nation and the fastest growing mobile provider in its footprint, with services available to more than 70 million homes and small to large businesses across 45 states through its Spectrum brand. Founded in 1993, Charter has evolved from providing cable TV to streaming, and from high-speed Internet to a converged broadband, WiFi and mobile experience. Over the Spectrum Fiber Broadband Network and supported by our 100% U.S.-based employees, the Company offers Seamless Connectivity and Entertainment with Spectrum Internet®, Mobile, TV and Voice products.

More information can be found at corporate.charter.com.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This communication includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended, regarding, among other things, our plans, strategies and prospects, both business and financial. Although we believe that our plans, intentions and expectations as reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions including, without limitation: (i) our ability to successfully integrate the Cox Communications business; (ii) the ultimate outcome and results of integrating operations and application of Charter's operating strategies to the Cox Communications business and the ultimate ability to realize synergies at the levels currently expected as well as potential dis-synergies; (iii) the impact of the transaction on our stock price and future operating results, including due to transaction and integration costs, increased interest expense, business disruption, and diversion of management time and attention; (iv) the reduction in our current stockholders' percentage ownership and voting interest as a result of the transaction; (v) the increase in our indebtedness as a result of the transaction, which will increase interest expenses and may decrease our operating flexibility; (vi) other risks related to the transaction and actions related thereto; and (vii) the factors described under "Risk Factors" from time to time in our filings with the SEC. Many of the forward-looking statements contained in this communication may be identified by the use of forward-looking words such as "believe," "future," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated," "aim," "on track," "target," "opportunity," "tentative," "positioning," "designed," "create," "predict," "project," "initiatives," "seek," "would," "could," "continue," "ongoing," "upside," "increases," "grow," "focused on" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this communication are set forth in our annual report on Form 10-K, and in other reports or documents that we file from time to time with the SEC.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. We assume no obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.