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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

CHARTER COMMUNICATIONS, INC.

(Name of Issuer)

CLASS A COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

16119P108
(CUSIP Number)

**Ralph P. Huber
Andrew P. Kransdorf
Advance/Newhouse Partnership
c/o Sabin Bermant & Gould LLP
One World Trade Center, 44th Floor
New York, NY 10007
(212) 381-7000**

With a Copy to:

**Brian E. Hamilton
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
212-558-4000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 21, 2017
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS Advance/Newhouse Partnership	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1), (2)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 34,788,200 (3)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 34,788,200 (3)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 34,788,200 (3)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% (4)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

- (1) Each of the (i) Amended and Restated Stockholders Agreement, dated as of May 23, 2015, by and among the Issuer, former Charter Communications, Inc., Liberty Broadband Corporation (“Liberty”) and Advance/Newhouse Partnership (“A/N”) as amended on May 18, 2016 (the “Second Amended and Restated Stockholders Agreement”) and (ii) Proxy and Right of First Refusal Agreement, dated as of May 18, 2016, by and among Liberty, A/N and the Issuer (the “Proxy and Right of First Refusal Agreement”) contains provisions relating to the ownership and voting by the Reporting Persons in respect of their A/N Notional Shares (as defined below). The Reporting Persons expressly disclaim the existence of and membership in a group with Liberty. See Item 6 of the Schedule 13D.

- (2) Michael A. Newhouse, who beneficially owns 1,088 shares of Class A Common Stock is a Trustee of Advance Long-Term Management Trust, Executive Vice President of Newhouse Broadcasting Corporation, Co-President of Advance Publications Inc. and Vice President of Advance/Newhouse Partnership. Samuel I. Newhouse, III, who beneficially owns 538 shares of Class A Common Stock, is a Trustee of Advance Long-Term Management Trust, a Director and Executive Vice President of Newhouse Broadcasting Corporation, a Director and Co-President of Advance Publications, Inc. and Secretary and Treasurer of Advance/Newhouse Partnership. The Reporting Persons expressly disclaim the existence of and membership in a group with Michael A. Newhouse and Samuel I. Newhouse, III.
- (3) Consists of (i) 3,116,329 shares of Class A Common Stock, par value \$0.001 per share ("Class A Common Stock") of the Issuer, (ii) 22,328,371 shares of Class A Common Stock issuable upon conversion of the Class B Common Units ("Class B Common Units") of Charter Holdings Communications, LLC ("Charter Holdings") and (iii) 9,333,500 shares of Class A Common Stock issuable upon conversion of the Convertible Preferred Units of Charter Holdings ("Convertible Preferred Units"), in each case, held by A/N. Upon request by A/N, the 22,328,371 Class B Common Units owned by A/N will be converted, at the Issuer's option, into either (x) shares of Class A Common Stock of the Issuer on a one-for-one basis or (y) cash based on the volume-weighted average price of the Class A Common Stock for the two consecutive trading days immediately prior to the date of delivery of an exchange notice by A/N. Each of the 25,000,000 Convertible Preferred Units with a face amount of \$100 each held by A/N are convertible, in the hands of A/N and its affiliates, into 0.37334 of a Class B Common Unit and, in the hands of any other person, into 0.37334 of a share of Class A Common Stock, representing a conversion price of \$267.85, subject to customary anti-dilution adjustments. A/N also owns one share of Class B Common Stock of the Issuer, which entitles A/N to vote on any matter submitted for a vote of the holders of Class A Common Stock of the Issuer such number of votes equal to the number of shares of Class A Common Stock into which the Class B Common Units and Convertible Preferred Units held by A/N and its affiliates are convertible or exchangeable, as applicable, in each case, assuming only shares of Class A Common Stock of the Issuer are delivered upon conversion or exchange (the "A/N Notional Shares"). Does not include the 1,088 shares of Class A Common Stock beneficially owned by Michael A. Newhouse or the 538 shares of Class A Common Stock beneficially owned by Samuel I. Newhouse, III.
- (4) For purposes of calculating beneficial ownership in this statement on Schedule 13D (this "Statement"), the total number of shares of Class A Common Stock outstanding as of November 1, 2017 is approximately 240.0 million. The percentage provided represents the number of shares of Class A Common Stock beneficially owned by the applicable Reporting Person on an as-converted, as-exchanged basis divided by the sum of (i) the amount of Class A Common Stock outstanding as of November 1, 2017, plus (ii) the amount of Class A Common Stock issued upon exchange of the 1,263,497 Class B Common Units pursuant to the Second Share Repurchase Agreement (defined below), plus (iii) the amount of Class A Common Stock issuable upon exchange or conversion, as applicable, of the Class B Common Units and Convertible Preferred Units, held by A/N.

1	NAME OF REPORTING PERSONS Newhouse Broadcasting Corporation	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1), (2)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER* 34,788,200 (3)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER* 34,788,200 (3)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 34,788,200 (3)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% (4)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

* Sole voting power and dispositive power is held indirectly through control of Advance/Newhouse Partnership.

1	NAME OF REPORTING PERSONS Advance Publications, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1), (2)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER* 34,788,200 (3)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER* 34,788,200 (3)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 34,788,200 (3)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% (4)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

* Sole voting power and dispositive power is held indirectly through control of Advance/Newhouse Partnership.

1	NAME OF REPORTING PERSONS Newhouse Family Holdings, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1), (2)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER* 34,788,200 (3)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER* 34,788,200 (3)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 34,788,200 (3)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% (4)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

* Sole voting power and dispositive power is held indirectly through control of Advance/Newhouse Partnership.

1	NAME OF REPORTING PERSONS Advance Long-Term Management Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1), (2)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New Jersey	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 34,788,200 (3)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 34,788,200 (3)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 34,788,200 (3)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7% (4)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

* Sole voting power and dispositive power is held indirectly through control of Advance/Newhouse Partnership.

This Amendment No. 2 (this "Amendment") amends and supplements the Statement on Schedule 13D (the "Schedule 13D"), which was jointly filed on May 27, 2016, and the amended Statement on Schedule 13D, which was jointly filed on December 28, 2016, and is filed on behalf of Advance/Newhouse Partnership, a New York general partnership ("A/N"), Newhouse Broadcasting Corporation, a New York Corporation ("NBCo"), Advance Publications, Inc., a New York corporation ("API"), Newhouse Family Holdings, L.P., a Delaware limited partnership ("NFH"), Advance Long-Term Management Trust, a New Jersey trust ("Advance Long-Term Trust" and, together with A/N, NBCo, API and NFH, the "Reporting Persons" and each, a "Reporting Person") with respect to (i) the shares of Class A Common Stock, par value \$0.001 per share ("Class A Common Stock"), of Charter Communications, Inc., a Delaware corporation (the "Issuer" or "Charter") that are directly or indirectly held by the Reporting Persons and (ii) the shares of Class A Common Stock into which the Class B Common Units ("Class B Common Units") of Charter Communications Holdings, LLC ("Charter Holdings") and the Convertible Preferred Units of Charter Holdings ("Convertible Preferred Units") that are directly or indirectly held by the Reporting Persons are exchangeable or convertible, as applicable.

This Amendment is being filed for purposes of disclosing (i) the agreement between A/N and the Issuer under which A/N has agreed to continue to sell shares of Class A Common Stock or Class B Common Units to the Issuer at certain times on certain terms and (ii) the exchange of 1,263,497 Class B Common Units pursuant to such agreement, in each case, as described under Item 5 below.

Item 5. Interest in Securities of the Issuer

Items 5(a), (b) and (c) of the Schedule 13D are amended and supplemented to read as follows:

(a) The Reporting Persons are the beneficial owner of 34,788,200 shares of Class A Common Stock (including Class B Common Units and Convertible Preferred Units on an as-converted, as-exchanged basis). The 34,788,200 shares of Class A Common Stock constitute approximately 12.7% of the outstanding shares of Class A Common Stock, based on approximately 240.0 million shares of Class A Common Stock outstanding as of November 1, 2017. In addition, Michael A. Newhouse is the beneficial owner of 1,088 shares of restricted Class A Common Stock received by him in connection with his services as a director of the Issuer and Samuel I. Newhouse, III, is the beneficial owner of 538 shares of Class A Common Stock.

(b) The Reporting Persons have the sole power to (i) vote or direct the voting of 34,788,200 shares of Class A Common Stock beneficially owned by them as described in the Schedule 13D (including Class B Common Units and Convertible Preferred Units on an as-converted, as-exchanged basis) and (ii) dispose or direct the disposition of such shares, in each case, subject to the terms of the previously disclosed Operating Agreement, Exchange Agreement, Proxy and Right of First Refusal Agreement and Second Amended and Restated Stockholders Agreement, as described in the Schedule 13D. Of the 1,088 shares of restricted Class A Common Stock beneficially owned by Michael Newhouse, 524 of such shares are subject to a vesting period and will fully vest on April 25, 2018. Michael Newhouse has (i) sole voting power over the 524 shares of restricted Class A Common Stock that are subject to a vesting period and (ii) sole voting and dispositive power over the remaining 564 shares of restricted Class A Common Stock beneficially owned by him. Samuel I. Newhouse, III, has sole voting and dispositive power over the 538 shares of Class A Common Stock beneficially owned by him.

(c) On December 21, 2017, A/N and the Issuer entered into a second letter agreement (the "Second Share Repurchase Agreement"), which supplements the previously disclosed letter agreement, dated December 23, 2016, between A/N and the Issuer (the "Share Repurchase Agreement") and is attached hereto as Exhibit 7(o) and incorporated herein by reference. Under the Second Share Repurchase Agreement, A/N agreed to continue to sell to the Issuer or to Charter Holdings a number of shares of Class A Common Stock or Class B Common Units pursuant to the terms of the Share Repurchase Agreement. The transactions contemplated by the Share Repurchase Agreement and the Second Share Repurchase Agreement were privately negotiated and will not be effected on any securities exchange.

On December 21, 2017, A/N surrendered 1,263,497 Class B Common Units in exchange for 1,263,497 shares of Class A Common Stock, pursuant to the terms of the Second Share Repurchase Agreement. Liberty Broadband Corporation (“Liberty”) waived its right of first refusal with respect to this exchange of Class B Common Units pursuant to a waiver letter agreement, dated December 21, 2017, between A/N, the Issuer and Liberty, which is attached hereto as Exhibit 7(p) and incorporated herein by reference.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

See Item 5(c), which is incorporated by reference into this Item 6.

Item 7. Material to Be Filed as Exhibits

<u>Exhibit No.</u>	<u>Description</u>
7(o)	Letter Agreement, dated as of December 21, 2017, between A/N and the Issuer.
7(p)	Waiver Letter Agreement, dated as of December 21, 2017, between A/N, the Issuer and Liberty.

Signatures

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 22, 2017

Advance/Newhouse Partnership

By: /s/ Samuel I. Newhouse, III
Samuel I. Newhouse, III
Secretary and Treasurer

Newhouse Broadcasting Corporation

By: /s/ Samuel I. Newhouse, III
Samuel I. Newhouse, III
Executive Vice President

Advance Publications, Inc.

By: /s/ Samuel I. Newhouse, III
Samuel I. Newhouse, III
Co-President

Newhouse Family Holdings, L.P.

By: Advance Long-Term Management Trust, as General Partner

By: /s/ Samuel I. Newhouse, III
Samuel I. Newhouse, III
Trustee

Advance Long-Term Management Trust

By: /s/ Samuel I. Newhouse, III
Samuel I. Newhouse, III
Trustee

CHARTER COMMUNICATIONS, INC.
400 Atlantic Street
Stamford, CT 06901

December 21, 2017

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

Re: A/N Exchange of Units for Shares

Ladies and Gentlemen:

With reference to the letter agreement, dated as of December 23, 2016, between us, attached hereto as Annex A (the "Original Letter"), 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 that certain Exchange Agreement, dated as of May 18, 2016, between, among others, Charter Communications, Inc. ("Charter Corp"), Charter Communications Holdings, LLC ("Charter Holdings") and Advance/Newhouse Partnership ("A/N").
2. No later than December 21, 2017, A/N will deliver an Exchange Notice to Charter Holdings pursuant to Section 2.1(a) of the Exchange Agreement to exchange \$400 million worth of Common Units (or the nearest whole number of Common Units) in Charter Holdings for shares of Class A Common Stock. Charter Holdings agrees to elect to settle such exchange of the applicable number of Common Units in shares of Class A Common Stock rather than cash (the "2017 Exchange"). A/N and Charter Holdings will settle the 2017 Exchange pursuant to the Exchange Agreement procedures for share settlement as soon as reasonably practicable, but in any event on or prior to December 31, 2017.
3. Following the date of the 2017 Exchange, neither A/N nor Charter Corp. will exercise their respective rights under Section I, 10 of Annex A of the Original Letter to terminate or suspend the standing repurchase agreement set forth in the Original Letter until such time as Charter shall have repurchased shares or units from the A/N Parties pursuant to Section I of Annex A of the Original Letter for an aggregate purchase price of not less than \$400 million.
4. Except as specifically provided in this letter agreement, no modifications or amendments are being made to the terms of the Original Letter, which remains in full force and effect.

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.

[Signature Page Follows]

Sincerely,

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse

Name: Richard R. Dykhouse

Title: Executive Vice President, General Counsel &
Corporate Secretary

Received and Acknowledged:

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron

Name: Steven A. Miron

Title: CEO

[Letter Agreement re: A/N Exchange of Units for Shares]

Annex A

[Attached]

CHARTER COMMUNICATIONS, INC.
400 Atlantic Street
Stamford, CT 06901

December 23, 2016

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

Re: A/N Participation in Charter Share Repurchases

Ladies and Gentlemen:

With reference to our recent discussions concerning certain matters, this letter (together with Annex A hereto, this "Letter") confirms our agreement to be legally bound as follows:

1. The parties hereto shall complete the transactions set forth on Annex A hereto on the terms set forth therein (i) in the case of the transactions contemplated by Sections II and III of Annex A, as promptly as practicable after the date hereof, and (ii) in the case of Section I of Annex A, from time to time.
2. Capitalized terms used and not otherwise defined in this Letter shall have the respective meanings ascribed to such terms in (i) that certain Exchange Agreement, dated as of May 18, 2016, between, among others, Charter Communications, Inc. ("Charter Corp"), Charter Communications Holdings, LLC ("Charter Holdings") and Advance/Newhouse Partnership ("A/N"), (ii) that certain Proxy and Right of First Refusal Agreement, dated as of May 18, 2016, between Liberty Broadband Corporation ("Liberty"), A/N and, for the limited purposes set forth therein, Charter Corp and (iii) that certain Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015, between, among others, Charter Corp, A/N and Liberty, as the case may be.
3. This Letter 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.
4. 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 exclusively in the Court of Chancery of the State of Delaware (the "Chosen Court"), and solely in connection with claims arising under this Letter (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 5. 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. 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 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.

5. Any notice hereunder shall be made in writing by overnight courier, personal delivery, email or facsimile (but only if a printed confirmation of such facsimile transmission is promptly received by the sender), in each case to:

If to Charter Communications, Inc.:

Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attention: Richard R. Dykhouse
Telephone: (203) 905-7908
Facsimile: (203) 564-1377
Email: Rick.Dykhouse@charter.com

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
DongJu Song
Telephone: (212) 403-1000
Facsimile: (212) 403-2000
Email: sacohen@wlrk.com
dsong@wlrk.com

If to Advance/Newhouse Partnership:

Advance/Newhouse Partnership
5823 Widewaters Parkway
East Syracuse, NY 13057
Attention: Steven A. Miron
Telephone: (315) 438-4130
Facsimile: (315) 463-4127
E-Mail: sam@advancenewhouse.com

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

Sabin, Bermant & Gould LLP
One World Trade Center – 44th Floor
New York, New York 10007
Attention: Andrew P. Kransdorf
Telephone: (212) 381-7137

Facsimile: (212) 381-7201
Email: akransdorf@sabinfirm.com

and to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Brian E. Hamilton
Telephone: (212) 558-4801
Facsimile: (212) 291-9067
Email: hamiltonb@sullcrom.com

6. This Letter, together with the documents referenced herein, 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.

[Signature Page Follows]

Sincerely,

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse

Name: Richard R. Dykhouse

Title: Executive Vice President, General Counsel &
Corporate Secretary

Received and Acknowledged:

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron

Name: Steven A. Miron

Title: Chief Executive Officer

[Letter Agreement re: A/N Exchange and Buybacks]

Annex A
A/N Participation in Charter Share Repurchases

I. Steps for A/N Participation in Charter Share Repurchases

1. Charter Corp, Charter Holdings and A/N (on behalf of itself and each other A/N Party) hereby agree on the following standing bilateral share repurchase agreement.
2. Assumption: monthly and automatic participation by A/N, subject to Liberty's ROFR to the extent applicable.
3. In each calendar month, Charter Corp may conduct share repurchases from the public, including without limitation:
 - a. in open-market purchases and/or pursuant to privately negotiated transactions during open trading windows/non-blackout periods; and/or
 - b. pursuant to a Rule 10b5-1 plan and/or Rule 10b-18 plan during open and/or closed trading windows (repurchases conducted pursuant to clauses (a) and/or (b), "Qualifying Repurchases").
4. On the business day following the end of each calendar month, Charter Corp will provide notice (each, a "Charter Repurchase Notice") to A/N of:
 - a. the number of shares of Class A Common Stock repurchased in Qualifying Repurchases by Charter Corp during such calendar month (other than from A/N or any other A/N Party) (the "Monthly Repurchased Shares");
 - b. the basic number of outstanding shares of Class A Common Stock as of the start of such calendar month (other than any shares held by 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 A/N Parties or represented by Common Units and preferred units 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");
 - d. the average price at which the Monthly Repurchased Shares were repurchased by Charter Corp during such calendar month, which shall be calculated as: the quotient of (x) the aggregate purchase price paid for the Monthly Repurchased Shares *divided* by (y) the number of Monthly Repurchased Shares (such price, the "Average Public Per Share Repurchase Price"); and
 - e. the number of shares of Class A Common Stock or Common Units that, subject to Liberty's exercise of its ROFR, the A/N Parties would be obliged to sell back to Charter Corp or Charter Holdings, which number shall be calculated as the product of (x) the quotient of (I) the Monthly Repurchased Shares *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.

5. No later than fifteen (15) calendar days following the receipt of each Charter Repurchase Notice, A/N will provide Liberty with a ROFR Notice pursuant to Section 3(b)(i) of the Proxy Agreement and provide a copy thereof to Charter Corp at the same time. The ROFR Notice will include the price per share at which Liberty must purchase the shares that it elects to purchase pursuant to the Proxy Agreement, i.e. the simple average of the VWAPs of Class A Common Stock for each of the two (2) full trading days immediately prior to the date of the ROFR Notice (such price, the “ROFR Per Share Purchase Price”).
6. Following receipt of the ROFR Notice, Liberty has three (3) trading days to elect to exercise the ROFR by providing A/N with a Liberty Notice pursuant to Section 3(b)(ii) of the Proxy Agreement.
7. On the business day after receipt of a Liberty Notice or Liberty’s rejection (or, if Liberty does not provide a Liberty Notice or rejection, on the fourth (4th) trading day following A/N’s delivery of the ROFR Notice), A/N will provide notice to Charter Corp (the “A/N Repurchase Notice”) of:
 - a. the number of shares (if any) that Liberty has elected to purchase pursuant to Liberty’s ROFR (the “Liberty Elected Shares”);
 - b. the number of shares (if any) to be repurchased by Charter Corp pursuant to this share repurchase agreement (which number shall be equal to the difference between (x) the Potential Repurchase Shares minus (y) the Liberty Elected Shares, and is referred to hereinafter as the “Actual Repurchase Shares”); and
 - c. the A/N Parties’ designation 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 and/or (y) Common Units held by the A/N Parties at such time.
8. To the extent that Liberty exercises the ROFR (whether in whole or in part):
 - a. To the extent that Liberty exercises the ROFR with respect to Common Units in accordance with the Proxy Agreement, Charter Holdings will settle the exchange of the applicable number of Common Units (which will correspond to the number of Liberty Elected Shares) in cash at the ROFR Per Share Purchase Price pursuant to and subject to the provisions of the Exchange Agreement and Section 4.9 of the Stockholders Agreement (and the Tax Receivables Agreement) on a closing date determined in accordance with the Proxy Agreement, and Charter Corp and Charter Holdings will report the transaction for U.S. federal income tax purposes as if the Common Units so exchanged were sold to Charter Corp or another member of the Charter Group by A/N in a transaction that will be considered a “disguised sale” of partnership interests as described in Section 2.1(g) of the Exchange Agreement (and will treat subsequent comparable transactions consistently with the foregoing), unless otherwise required pursuant to a

“determination” within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable Law).

- b. For the avoidance of doubt, to the extent that the A/N Parties have designated the Potential Repurchase Shares to consist of shares of Class A Common Stock rather than Common Units and Liberty has exercised the ROFR, the A/N Parties will sell and transfer such shares of Class A Common Stock to Charter Corp and Charter Corp will sell an equivalent number of shares of Class A Common Stock to Liberty, in each case for cash at the ROFR Per Share Purchase Price on a closing date determined in accordance with the Proxy Agreement.
- c. As a result, to the extent Liberty exercises the ROFR for any applicable month, the A/N Parties will not participate in the Charter Corp repurchase program for such applicable month (because, to the extent that Liberty exercises the ROFR, it will have pre-empted the Charter Corp repurchase).

9. To the extent that Liberty does not exercise the ROFR (whether in whole or in part):

- a. On the business day after A/N provides the A/N Repurchase Notice to Charter Corp (the “Repurchase Closing Date”), Charter Holdings will settle the exchange of the applicable number of Common Units (which will correspond to the number of Actual Repurchase Shares) pursuant to and subject to the provisions of the Exchange Agreement (and the Tax Receivables Agreement, if applicable) in cash at the Average Public Per Share Repurchase Price.
- b. For the avoidance of doubt, to the extent that the A/N Parties have designated the Potential 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 Corp for cash at the Average Public Per Share Repurchase Price on the Repurchase Closing Date.
- c. In connection with any repurchase of Common Units or Class A Common Stock, A/N will provide to Charter Holdings or Charter Corp, 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 part III hereof (with appropriate changes to give effect to the repurchase rather than an exchange).

10. Termination: Following the date hereof, once Charter shall have repurchased shares or units from the A/N Parties pursuant to Sections I and/or II of this Annex A for an aggregate purchase price of \$537 million, the standing share repurchase agreement set forth herein shall terminate or be suspended immediately after the occurrence of the first Repurchase Closing to occur following the delivery by (i) Charter Corp to A/N or (ii) by A/N to Charter Corp of written notice of termination or suspension (each, a “Termination Notice” or “Suspension Notice”, as applicable), except that if the number of Potential Repurchase Shares for such Repurchase Closing would be zero (0), such termination or suspension shall be effective immediately upon the delivery of such Termination Notice or Suspension Notice, as applicable.

II. Previous Repurchases

1. On the business day following the execution of the Letter, Charter Corp will provide to A/N a Charter Repurchase Notice with respect to shares of Class A Common Stock that have been repurchased by Charter Corp from the public since September 12, 2016, until the date of such Charter Repurchase Notice, and the parties will comply with the provisions of Section I above for such repurchased shares and such period as though such period was a monthly period, provided, however, that, notwithstanding the foregoing, the repurchase of Common Units or shares of Class A Common Stock pursuant to this Section II shall be settled at the simple average of the VWAPs of Class A Common Stock for each of the two (2) full trading days immediately prior to the date of the Charter Repurchase Notice, and A/N and Charter Holdings will settle the repurchase on or prior to December 30, 2016.

III. 2016 Exchange of Common Units

1. No later than December 27, 2016, A/N will deliver an Exchange Notice to Charter Holdings pursuant to Section 2.1(a) of the Exchange Agreement to exchange \$537 million worth of Common Units (or the nearest whole number of Common Units) in Charter Holdings for shares of Class A Common Stock.
 - a. Charter Holdings agrees to elect to settle the exchange of the applicable number of Common Units in shares of Class A Common Stock rather than cash.
 - b. A/N and Charter Holdings will settle the exchange pursuant to the Exchange Agreement procedures for share settlement, but in any event on or prior to December 30, 2016.

LIBERTY BROADBAND CORPORATION
12300 Liberty Boulevard
Englewood, CO 80112

December 21, 2017

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

Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attention: Richard R. Dykhouse

Ladies and Gentlemen:

Reference is made to (i) the Proxy and Right of First Refusal Agreement (the "ROFR Agreement"), dated as of May 18, 2016, by and among Liberty Broadband Corporation ("Liberty"), Advance/Newhouse Partnership ("A/N") and, for the limited purposes set forth therein, Charter Communications, Inc. and CCH I, LLC, (ii) the letter agreement (the "Original Letter Agreement"), dated as of December 23, 2016, between Charter Communications, Inc. (formerly known as CCH I, LLC) ("Charter") and A/N, (iii) the Waiver Letter, dated December 23, 2016, by and among Liberty, A/N and Charter (the "Waiver Letter") and (iv) the letter agreement, dated the date hereof, between Charter and A/N (the "A/N-Charter Letter Agreement," a copy of which in the form to be executed by A/N and Charter, is attached hereto as Exhibit A), modifying certain terms of the Original Letter Agreement.

1. Liberty Consent. Pursuant to Section 3 of the Waiver Letter, Liberty hereby consents to the execution of the A/N-Charter Letter Agreement and to the amendment and modification to the terms of the Original Letter Agreement set forth therein. The parties acknowledge and agree that the Original Letter Agreement, as and to the extent amended and modified by the A/N-Charter Letter Agreement, remains in full force and effect.

2. Acknowledgement. Each of Charter and A/N, on behalf of itself and each A/N Party, hereby agrees that the Waiver Letter shall apply in all respects to the Original Letter Agreement, as amended and modified by the A/N-Charter Letter Agreement, and that references in the Waiver Letter to "Letter Agreement" will be deemed to be references to the Original Letter Agreement as amended and modified by the A/N-Charter Letter Agreement. In addition, Liberty hereby waives and agrees that it will not exercise its right of first refusal, set forth in Section 3(a)(i) and Section 3(b) of the ROFR Agreement, solely with respect to the 2017 Exchange (as defined in the A/N-Charter Letter Agreement). Nothing herein will be deemed to amend, modify or waive any of Liberty's rights under Section 3 of the ROFR Agreement and such rights with respect to Transfers (as defined in the ROFR Agreement) of shares of Class A Common Stock and Common Units effected after the date hereof shall remain in full force and effect.

3. Miscellaneous. Paragraphs 3 and 4 of the Original Letter Agreement are hereby incorporated in this Waiver and Consent Letter *mutatis mutandi*.

This Waiver and Consent Letter, together with the documents referenced herein, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof.

[Signature Page Follow]

Sincerely,

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer

Name: Craig Troyer

Title: Senior Vice President, Deputy General
Counsel and Assistant Secretary

Agreed and acknowledged:

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron

Name: Steven A. Miron

Title: CEO

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse

Name: Richard R. Dykhouse

Title: Executive Vice President, General
Counsel & Corporate Secretary

[Signature Page to Waiver and Consent Letter]

Exhibit A

A/N-Charter Letter Agreement

CHARTER COMMUNICATIONS, INC.
400 Atlantic Street
Stamford, CT 06901

December 21, 2017

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

Re: A/N Exchange of Units for Shares

Ladies and Gentlemen:

With reference to the letter agreement, dated as of December 23, 2016, between us, attached hereto as Annex A (the "Original Letter"), 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 that certain Exchange Agreement, dated as of May 18, 2016, between, among others, Charter Communications, Inc. ("Charter Corp"), Charter Communications Holdings, LLC ("Charter Holdings") and Advance/Newhouse Partnership ("A/N").
2. No later than December 21, 2017, A/N will deliver an Exchange Notice to Charter Holdings pursuant to Section 2.1(a) of the Exchange Agreement to exchange \$400 million worth of Common Units (or the nearest whole number of Common Units) in Charter Holdings for shares of Class A Common Stock. Charter Holdings agrees to elect to settle such exchange of the applicable number of Common Units in shares of Class A Common Stock rather than cash (the "2017 Exchange"). A/N and Charter Holdings will settle the 2017 Exchange pursuant to the Exchange Agreement procedures for share settlement as soon as reasonably practicable, but in any event on or prior to December 31, 2017.
3. Following the date of the 2017 Exchange, neither A/N nor Charter Corp. will exercise their respective rights under Section I, 10 of Annex A of the Original Letter to terminate or suspend the standing repurchase agreement set forth in the Original Letter until such time as Charter shall have repurchased shares or units from the A/N Parties pursuant to Section I of Annex A of the Original Letter for an aggregate purchase price of not less than \$400 million.
4. Except as specifically provided in this letter agreement, no modifications or amendments are being made to the terms of the Original Letter, which remains in full force and effect.

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.

[Signature Page Follows]

Sincerely,

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse

Name: Richard R. Dykhouse

Title: Executive Vice President, General
Counsel & Corporate Secretary

Received and Acknowledged:

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron

Name: Steven A. Miron

Title: CEO

[Letter Agreement re: A/N Exchange of Units for Shares]

Annex A

[Attached]

CHARTER COMMUNICATIONS, INC.
400 Atlantic Street
Stamford, CT 06901

December 23, 2016

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

Re: A/N Participation in Charter Share Repurchases

Ladies and Gentlemen:

With reference to our recent discussions concerning certain matters, this letter (together with Annex A hereto, this "Letter") confirms our agreement to be legally bound as follows:

1. The parties hereto shall complete the transactions set forth on Annex A hereto on the terms set forth therein (i) in the case of the transactions contemplated by Sections II and III of Annex A, as promptly as practicable after the date hereof, and (ii) in the case of Section I of Annex A, from time to time.
2. Capitalized terms used and not otherwise defined in this Letter shall have the respective meanings ascribed to such terms in (i) that certain Exchange Agreement, dated as of May 18, 2016, between, among others, Charter Communications, Inc. ("Charter Corp"), Charter Communications Holdings, LLC ("Charter Holdings") and Advance/Newhouse Partnership ("A/N"), (ii) that certain Proxy and Right of First Refusal Agreement, dated as of May 18, 2016, between Liberty Broadband Corporation ("Liberty"), A/N and, for the limited purposes set forth therein, Charter Corp and (iii) that certain Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015, between, among others, Charter Corp, A/N and Liberty, as the case may be.
3. This Letter 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.
4. 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 exclusively in the Court of Chancery of the State of Delaware (the "Chosen Court"), and solely in connection with claims arising under this Letter (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 5. 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. 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 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.

5. Any notice hereunder shall be made in writing by overnight courier, personal delivery, email or facsimile (but only if a printed confirmation of such facsimile transmission is promptly received by the sender), in each case to:

If to Charter Communications, Inc.:

Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attention: Richard R. Dykhouse
Telephone: (203) 905-7908
Facsimile: (203) 564-1377
Email: Rick.Dykhouse@charter.com

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
DongJu Song
Telephone: (212) 403-1000
Facsimile: (212) 403-2000
Email: sacohen@wlrk.com
dsong@wlrk.com

If to Advance/Newhouse Partnership:

Advance/Newhouse Partnership
5823 Widewaters Parkway
East Syracuse, NY 13057
Attention: Steven A. Miron
Telephone: (315) 438-4130
Facsimile: (315) 463-4127
E-Mail: sam@advancenewhouse.com

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

Sabin, Bermant & Gould LLP
One World Trade Center – 44th Floor
New York, New York 10007
Attention: Andrew P. Kransdorf
Telephone: (212) 381-7137

Facsimile: (212) 381-7201
Email: akransdorf@sabinfirm.com

and to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Brian E. Hamilton
Telephone: (212) 558-4801
Facsimile: (212) 291-9067
Email: hamiltonb@sullcrom.com

6. This Letter, together with the documents referenced herein, 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.

[Signature Page Follows]

Sincerely,

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse

Name: Richard R. Dykhouse

Title: Executive Vice President, General Counsel &
Corporate Secretary

Received and Acknowledged:

ADVANCE/NEWHOUSE PARTNERSHIP

By: /s/ Steven A. Miron

Name: Steven A. Miron

Title: Chief Executive Officer

[Letter Agreement re: A/N Exchange and Buybacks]

Annex A
A/N Participation in Charter Share Repurchases

I. Steps for A/N Participation in Charter Share Repurchases

1. Charter Corp, Charter Holdings and A/N (on behalf of itself and each other A/N Party) hereby agree on the following standing bilateral share repurchase agreement.
2. Assumption: monthly and automatic participation by A/N, subject to Liberty's ROFR to the extent applicable.
3. In each calendar month, Charter Corp may conduct share repurchases from the public, including without limitation:
 - a. in open-market purchases and/or pursuant to privately negotiated transactions during open trading windows/non-blackout periods; and/or
 - b. pursuant to a Rule 10b5-1 plan and/or Rule 10b-18 plan during open and/or closed trading windows (repurchases conducted pursuant to clauses (a) and/or (b), "Qualifying Repurchases").
4. On the business day following the end of each calendar month, Charter Corp will provide notice (each, a "Charter Repurchase Notice") to A/N of:
 - a. the number of shares of Class A Common Stock repurchased in Qualifying Repurchases by Charter Corp during such calendar month (other than from A/N or any other A/N Party) (the "Monthly Repurchased Shares");
 - b. the basic number of outstanding shares of Class A Common Stock as of the start of such calendar month (other than any shares held by 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 A/N Parties or represented by Common Units and preferred units 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");
 - d. the average price at which the Monthly Repurchased Shares were repurchased by Charter Corp during such calendar month, which shall be calculated as: the quotient of (x) the aggregate purchase price paid for the Monthly Repurchased Shares *divided* by (y) the number of Monthly Repurchased Shares (such price, the "Average Public Per Share Repurchase Price"); and
 - e. the number of shares of Class A Common Stock or Common Units that, subject to Liberty's exercise of its ROFR, the A/N Parties would be obliged to sell back to Charter Corp or Charter Holdings, which number shall be calculated as the product of (x) the quotient of (I) the Monthly Repurchased Shares *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.

5. No later than fifteen (15) calendar days following the receipt of each Charter Repurchase Notice, A/N will provide Liberty with a ROFR Notice pursuant to Section 3(b)(i) of the Proxy Agreement and provide a copy thereof to Charter Corp at the same time. The ROFR Notice will include the price per share at which Liberty must purchase the shares that it elects to purchase pursuant to the Proxy Agreement, i.e. the simple average of the VWAPs of Class A Common Stock for each of the two (2) full trading days immediately prior to the date of the ROFR Notice (such price, the “ROFR Per Share Purchase Price”).
6. Following receipt of the ROFR Notice, Liberty has three (3) trading days to elect to exercise the ROFR by providing A/N with a Liberty Notice pursuant to Section 3(b)(ii) of the Proxy Agreement.
7. On the business day after receipt of a Liberty Notice or Liberty’s rejection (or, if Liberty does not provide a Liberty Notice or rejection, on the fourth (4th) trading day following A/N’s delivery of the ROFR Notice), A/N will provide notice to Charter Corp (the “A/N Repurchase Notice”) of:
 - a. the number of shares (if any) that Liberty has elected to purchase pursuant to Liberty’s ROFR (the “Liberty Elected Shares”);
 - b. the number of shares (if any) to be repurchased by Charter Corp pursuant to this share repurchase agreement (which number shall be equal to the difference between (x) the Potential Repurchase Shares minus (y) the Liberty Elected Shares, and is referred to hereinafter as the “Actual Repurchase Shares”); and
 - c. the A/N Parties’ designation 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 and/or (y) Common Units held by the A/N Parties at such time.
8. To the extent that Liberty exercises the ROFR (whether in whole or in part):
 - a. To the extent that Liberty exercises the ROFR with respect to Common Units in accordance with the Proxy Agreement, Charter Holdings will settle the exchange of the applicable number of Common Units (which will correspond to the number of Liberty Elected Shares) in cash at the ROFR Per Share Purchase Price pursuant to and subject to the provisions of the Exchange Agreement and Section 4.9 of the Stockholders Agreement (and the Tax Receivables Agreement) on a closing date determined in accordance with the Proxy Agreement, and Charter Corp and Charter Holdings will report the transaction for U.S. federal income tax purposes as if the Common Units so exchanged were sold to Charter Corp or another member of the Charter Group by A/N in a transaction that will be considered a “disguised sale” of partnership interests as described in Section 2.1(g) of the Exchange Agreement (and will treat subsequent comparable transactions consistently with the foregoing), unless otherwise required pursuant to a

“determination” within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable Law).

- b. For the avoidance of doubt, to the extent that the A/N Parties have designated the Potential Repurchase Shares to consist of shares of Class A Common Stock rather than Common Units and Liberty has exercised the ROFR, the A/N Parties will sell and transfer such shares of Class A Common Stock to Charter Corp and Charter Corp will sell an equivalent number of shares of Class A Common Stock to Liberty, in each case for cash at the ROFR Per Share Purchase Price on a closing date determined in accordance with the Proxy Agreement.
- c. As a result, to the extent Liberty exercises the ROFR for any applicable month, the A/N Parties will not participate in the Charter Corp repurchase program for such applicable month (because, to the extent that Liberty exercises the ROFR, it will have pre-empted the Charter Corp repurchase).

9. To the extent that Liberty does not exercise the ROFR (whether in whole or in part):

- a. On the business day after A/N provides the A/N Repurchase Notice to Charter Corp (the “Repurchase Closing Date”), Charter Holdings will settle the exchange of the applicable number of Common Units (which will correspond to the number of Actual Repurchase Shares) pursuant to and subject to the provisions of the Exchange Agreement (and the Tax Receivables Agreement, if applicable) in cash at the Average Public Per Share Repurchase Price.
- b. For the avoidance of doubt, to the extent that the A/N Parties have designated the Potential 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 Corp for cash at the Average Public Per Share Repurchase Price on the Repurchase Closing Date.
- c. In connection with any repurchase of Common Units or Class A Common Stock, A/N will provide to Charter Holdings or Charter Corp, 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 part III hereof (with appropriate changes to give effect to the repurchase rather than an exchange).

10. Termination: Following the date hereof, once Charter shall have repurchased shares or units from the A/N Parties pursuant to Sections I and/or II of this Annex A for an aggregate purchase price of \$537 million, the standing share repurchase agreement set forth herein shall terminate or be suspended immediately after the occurrence of the first Repurchase Closing to occur following the delivery by (i) Charter Corp to A/N or (ii) by A/N to Charter Corp of written notice of termination or suspension (each, a “Termination Notice” or “Suspension Notice”, as applicable), except that if the number of Potential Repurchase Shares for such Repurchase Closing would be zero (0), such termination or suspension shall be effective immediately upon the delivery of such Termination Notice or Suspension Notice, as applicable.

II. Previous Repurchases

1. On the business day following the execution of the Letter, Charter Corp will provide to A/N a Charter Repurchase Notice with respect to shares of Class A Common Stock that have been repurchased by Charter Corp from the public since September 12, 2016, until the date of such Charter Repurchase Notice, and the parties will comply with the provisions of Section I above for such repurchased shares and such period as though such period was a monthly period, provided, however, that, notwithstanding the foregoing, the repurchase of Common Units or shares of Class A Common Stock pursuant to this Section II shall be settled at the simple average of the VWAPs of Class A Common Stock for each of the two (2) full trading days immediately prior to the date of the Charter Repurchase Notice, and A/N and Charter Holdings will settle the repurchase on or prior to December 30, 2016.

III. 2016 Exchange of Common Units

1. No later than December 27, 2016, A/N will deliver an Exchange Notice to Charter Holdings pursuant to Section 2.1(a) of the Exchange Agreement to exchange \$537 million worth of Common Units (or the nearest whole number of Common Units) in Charter Holdings for shares of Class A Common Stock.
 - a. Charter Holdings agrees to elect to settle the exchange of the applicable number of Common Units in shares of Class A Common Stock rather than cash.
 - b. A/N and Charter Holdings will settle the exchange pursuant to the Exchange Agreement procedures for share settlement, but in any event on or prior to December 30, 2016.