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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**Current Report**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): December 23, 2016**

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**Charter Communications, Inc.**

**CCO Holdings, LLC**

**CCO Holdings Capital Corp.**

*(Exact name of registrant as specified in its charter)*

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**Delaware**

*(State or other jurisdiction of incorporation or organization)*

**001-33664**

**84-1496755**

**001-37789**

**86-1067239**

**333-112593-01**

**20-0257904**

*(Commission File Number)*

*(I.R.S. Employer Identification Number)*

**400 Atlantic Street**

**Stamford, Connecticut 06901**

*(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)*

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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 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))
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**ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

On December 23, 2016, Charter Communications Operating, LLC (“**Charter Operating**”) and certain of its subsidiaries entered into Amendment No. 1 (“**Amendment No. 1**”) to that certain Amended and Restated Credit Agreement, dated March 18, 1999, as further amended and restated on May 16, 2016 (such credit agreement as in effect immediately prior to Amendment No. 1, the “**Existing Credit Agreement**”). The changes to the Existing Credit Agreement include, among other things, (i) replacing all existing revolving commitments, Term A Loans, Term H Loans and Term I Loans with new revolving commitments, Term A-1 Loans, Term H-1 Loans and Term I-1 Loans and (ii) changing the interest rates applicable thereto and extending certain maturity dates, as set forth below.

(i) Revolving Loans, at the option of Charter Operating, bear interest at the Eurodollar Rate plus 1.75% or ABR plus 0.75% (reduced from the Eurodollar Rate plus 2.00% or ABR plus 1.00%);

(ii) Term A-1 Loan, at the option of Charter Operating, bear interest at the Eurodollar Rate plus 1.75% or ABR plus 0.75% (reduced from the Eurodollar Rate plus 2.00% or ABR plus 1.00%);

(iii) (A) Term H-1 Loan, at the option of Charter Operating, bear interest at the Eurodollar Rate plus 2.00% or ABR plus 1.00% (reduced from the Eurodollar Rate plus the sum of (x) 2.50% and (y) the amount, if any, by which 0.75% exceeds the Eurodollar Rate or ABR plus the sum of (x) 1.50% and (y) the amount, if any, by which 1.75% exceeds the ABR) and (B) the maturity date of the Term H-1 Loan is January 15, 2022 (extended from August 24, 2021); and

(iv) (A) Term I-1 Loan, at the option of Charter Operating, bear interest at the Eurodollar Rate plus 2.25% or ABR plus 1.25% (reduced from the Eurodollar Rate plus the sum of (x) 2.750% and (y) the amount, if any, by which 0.75% exceeds the Eurodollar Rate or ABR plus the sum of (x) 1.75% and (y) the amount, if any, by which 1.75% exceeds the ABR) and (B) the maturity date of the Term I-1 Loan is January 15, 2024 (extended from January 24, 2023).

A copy of Amendment No. 1 and the attachments thereto is filed herewith as Exhibits 10.1, and is incorporated herein by reference. The foregoing description of Amendment No. 1 does not purport to be complete and is qualified in its entirety by reference to the full text of this document.

**ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.**

The information in Item 1.01 above is incorporated herein by reference.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

<u>Exhibit</u>	<u>Description</u>
10.1	Amendment No. 1 dated as of December 23, 2016, to the Amended and Restated Credit Agreement dated as of March 18, 1999, as amended and restated on May 18, 2016, by and among Chart Communications Operating, LLC, CCO Holdings, LLC, the Lenders Party thereto and Bank of America, N.A., as Administrative Agent.

**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

Date: December 30, 2016

By: /s/ Richard R. Dykhouse  
Richard R. Dykhouse  
Executive Vice President, General Counsel and  
Corporate Secretary

CCO Holdings, LLC  
Registrant

Date: December 30, 2016

By: /s/ Richard R. Dykhouse  
Richard R. Dykhouse  
Executive Vice President, General Counsel and  
Corporate Secretary

CCO Holdings Capital Corp.  
Registrant

Date: December 30, 2016

By: /s/ Richard R. Dykhouse  
Richard R. Dykhouse  
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## Exhibit Index

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AMENDMENT NO. 1, dated as of December 23, 2016 (this "Amendment"), to the Amended and Restated Credit Agreement, dated as of March 18, 1999 and amended and restated on May 18, 2016 (the "Credit Agreement"), by and among CHARTER COMMUNICATIONS OPERATING, LLC, a Delaware limited liability company ("Borrower"), CCO HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the LENDERS party thereto and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement as amended by this Amendment.

WHEREAS, the Borrower wishes to replace all Existing Revolving Commitments, Term A Loans, Term H Loans and Term I Loans with new Revolving Commitments, Term A-1 Loans, Term H-1 Loans and Term I-1 Loans respectively and to make certain other amendments to the Credit Agreement;

WHEREAS, the Required Lenders have agreed to the amendments contemplated above;

WHEREAS, each Lender listed on Schedule I hereto has agreed to provide a Revolving Commitment and/or Term A-1 Commitment in the amount(s) set forth opposite such Lender's name and Bank of America, N.A. (in such capacity, the "Additional Term H-1/I-1 Lender") has agreed to provide the Additional Term H-1 Commitment and the Additional Term I-1 Commitment; and

WHEREAS, each Lender with outstanding Term H Loans and/or Term I Loans that has executed a signature page to this Amendment has, to the extent set forth on such signature page, agreed to convert up to all of such Term H Loans to Term H-1 Loans and/or all of such Term I Loans to Term I-1 Loans (or, in each case, such lesser amount as may be notified to such Lender prior to the Amendment No. 1 Effective Date);

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the Borrower, Holdings, the Lenders party hereto, the Issuing Lenders and the Administrative Agent hereby agree as follows:

SECTION 1. Amendment of the Credit Agreement and Exhibits. The Credit Agreement is, effective as of the Amendment No. 1 Effective Date, hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto. Additionally, the Exhibits attached to Exhibit A shall be the Exhibits to the Credit Agreement.

SECTION 2. Effectiveness. This Amendment shall become effective on the date (such date and time of effectiveness, the "Amendment No. 1 Effective Date") that each of the conditions precedent set forth below shall have been satisfied:

(a) The Administrative Agent shall have received executed counterparts hereof from each of the Loan Parties, Lenders constituting the Required Lenders, the Issuing Lenders, each Lender listed on Schedule 1 hereto and the Additional Term H-1/I-1 Lender;

(b) On the Amendment No. 1 Effective Date, the Administrative Agent shall have received the legal opinion of Kirkland & Ellis LLP, counsel to the Loan Parties, which opinion shall be in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Administrative Agent shall have received a completed Notice of Borrowing for the Term A-1 Loans, Term H-1 Loans and Term I-1 Loans and a notice of prepayment of the Term A Loans, Term H Loans (other than Converted Term H Loans) and Term I Loans (other than Converted Term I Loans);

(d) The Administrative Agent shall have received from the chief financial officer of the Borrower a certificate in form and substance reasonably satisfactory to the Administrative Agent certifying that the Borrower and its Subsidiaries, on a consolidated basis after giving effect to this Amendment and the payment of all fees and expenses in connection therewith, are Solvent;

(e) The Administrative Agent shall have received (for the account of the Lenders holding such Converted Term H Loans, Converted Term I Loans and Commitments) from the Borrower upfront fees equal to (i) 0.125% of the aggregate principal amount of the Converted Term H Loans and Additional Term H-1 Commitment and (ii) 0.125% of the aggregate principal amount of the Converted Term I Loans and Additional Term I-1 Commitment; and

(f) The Borrower shall have paid, or concurrently herewith shall pay to the Administrative Agent for the benefit of the applicable Agents, to the extent invoiced, the reasonable documented out-of-pocket expenses of such Agents in connection with this Agreement.

SECTION 3. Representations and Warranties. In order to induce the Lenders and the Administrative Agent to enter into this Amendment, the Borrower represents and warrants to each of the Lenders and the Administrative Agent that, after giving effect to this Amendment, and both before and after giving effect to the transactions contemplated by this Amendment:

(a) no Default or Event of Default has occurred and is continuing; and

(b) each of the representations and warranties made by each of the Loan Parties in or pursuant to the Loan Documents is true and correct in all material respects on and as of the date hereof as if made on the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, in all material respects as of such specific date) and in each case without duplication of any materiality qualifier therein.

SECTION 4. Reference to and Effect on the Loan Documents. On and after the Amendment No. 1 Effective Date, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to "the Credit Agreement," "thereunder," "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment. The execution, delivery

and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or any Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. Each of the Loan Parties hereby consents to the Amendment and reaffirms its obligations under the Loan Documents to which it is party after giving effect to the Amendment. This Amendment shall not constitute a novation of the Credit Agreement or any other Loan Document.

SECTION 5. Applicable Law; Waiver of Jury Trial.

**(A) THIS AMENDMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

**(B) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AMENDMENT AND FOR ANY COUNTERCLAIM HEREIN.**

SECTION 6. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

SECTION 7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or any other electronic transmission shall be effective as delivery of an original executed counterpart hereof.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

CHARTER COMMUNICATIONS OPERATING, LLC, as  
Borrower

By: /s/ Thomas M. Degnan

Name: Thomas M. Degnan

Title: Senior Vice President - Finance and Corporate  
Treasurer

CCO HOLDINGS, LLC, as Holdings

By: /s/ Thomas M. Degnan

Name: Thomas M. Degnan

Title: Senior Vice President - Finance and Corporate  
Treasurer

THE SUBSIDIARY GUARANTORS LISTED ON  
SCHEDULE A HERETO

By: /s/ Thomas M. Degnan

Name: Thomas M. Degnan

Title: Senior Vice President - Finance and Corporate  
Treasurer

[Amendment No. 1 to Charter Communications Credit Agreement]



BANK OF AMERICA, N.A, as Administrative Agent and an Issuing Lender

By: /s/ Don B. Pinzon  
Name: Don B. Pinzon  
Title: Vice President

BANK OF AMERICA, N.A, as a Lender

By: /s/ Eric Ridgway  
Name: Eric Ridgway  
Title: Director

JPMORGAN CHASE BANK, N.A, as an Issuing Lender and a Lender

By: /s/ Tina Ruyter  
Name: Tina Ruyter  
Title: Executive Director

[Amendment No. 1 to Charter Communications Credit Agreement]

**Lender Signature Page to Amendment No. 1**

The undersigned, hereby consents to Amendment No. 1 and, to the extent set forth below, hereby agrees to have up to all of its Term H Loans converted to Term H-1 Loans and/or up to all of its Term I Loans converted to Term I-1 Loans (or, in each case, such lesser amount as may be notified to such Lender by the Administrative Agent prior to the Amendment No. 1 Effective Date).

- Term H Loans. Check box to the left to request conversion of the undersigned's Term H Loans to Term H-1 Loans**
- Term I Loans. Check box to the left to request conversion of the undersigned's Term I Loans to Term I-1 Loans**

BANCO DE SABADELL, S.A., MIAMI BRANCH

By: /s/ Maurici Lladó  
Name: Maurici Lladó  
Title: Executive Director,  
Corporate Banking America & Asia

[Amendment No. 1 to Charter Communications Credit Agreement]

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THE BANK OF NOVA SCOTIA

By: /s/ Laura Gimena

Name: Laura Gimena

Title: Director

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<sup>1</sup> Any Lender with an Existing Revolving Commitment or Term Loans of any Class that wishes to consent to Amendment No. 1 should execute this signature page. However, only Lenders wishing to convert Term H Loans to Term H-1 Loans and/or Term I Loans to Term I-1 Loans need to indicate their election to request such conversion above.

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THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ Matthew Hillman

Name: Matthew Hillman

Title: Vice President

If a second signature is necessary:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Citibank, N.A.

By: /s/ Elizabeth Minnella Gonzalez  
Name: Elizabeth Minnella Gonzalez  
Title: Managing Director and Vice President

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COLUMBIA STATE BANK

By: /s/ Thomas G. Gunder

Name: Thomas G. Gunder

Title: SVP

If a second signature is necessary:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Credit Agricole Corporate and Investment Bank

By: /s/ Tanya Crossley

Tanya Crossley  
Managing Director

By: /s/ Kestrina Budina

Kestrina Budina  
Director

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Credit Suisse AG, Cayman Islands Branch

By: /s/ Judy Smith

Name: Judy Smith

Title: Authorized Signatory

By: /s/ D. Andrew Maletta

Name: D. Andrew Maletta

Title: Authorized Signatory

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Deutsche Bank AG New York Branch

By: /s/ Anca Trifan

Name: Anca Trifan

Title: Managing Director

If a second signature is necessary:

By: /s/ Marcus Tarkington

Name: Marcus Tarkington

Title: Director

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Goldman Sachs Bank USA

By: /s/ Ushma Dedhiya

Name: Ushma Dedhiya

Title: Authorized Signatory

If a second signature is necessary:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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J.P. MORGAN CHASE BANK, N.A.

By: /s/ Tina Ruyter  
Name: Tina Ruyter  
Title: Executive Director

If a second signature is necessary:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Mizuho Bank, Ltd.

By: /s/ Daniel Guevara

Name: Daniel Guevara

Title: Authorized Signatory

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MORGAN STANLEY BANK N.A.

By: /s/ Alice Lee

Name: Alice Lee

Title: Authorized Signatory

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Park Sterling Bank

By: /s/ Randy Royther  
Name: Randy Royther  
Title: Managing Director / Capital Markets

If a second signature is necessary:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[Amendment No. 1 to Charter Communications Credit Agreement]

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ROYAL BANK OF CANADA

By: /s/ D. W. Scott Johnson

Name: D. W. Scott Johnson

Title: Authorized Signatory

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Sumitomo Mitsui Banking Corp.

By: /s/ David W. Kee

Name: David W. Kee

Title: Managing Director

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SUNTRUST BANK

By: /s/ Marshall T. Mangum, III

Name: Marshall T. Mangum, III

Title: Director

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Toronto Dominion (TEXAS) LLC

By: /s/ Annie Dorval  
Name: Annie Dorval  
Title: Authorized Signatory

If a second signature is necessary:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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UBS AG, STAMFORD BRANCH,

By: /s/ Darlene Arias

Name: Darlene Arias

Title: Director

By: /s/ Housseem Daly

Name: Housseem Daly

Title: Associate Director

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US Bank, NA

By: /s/ Seth Caudill

Name: Seth Caudill

Title: Vice President

If a second signature is necessary:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Wells Fargo Bank N.A.

By: /s/ Kieran Mahon

Name: Kieran Mahon

Title: Director

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[Amendment No. 1 to Charter Communications Credit Agreement]

Subsidiary Guarantors

1. AdCast North Carolina Cable Advertising, LLC
2. Alabanza LLC
3. America's Job Exchange LLC
4. American Cable Entertainment Company, LLC
5. Athens Cablevision, LLC
6. BHN Home Security Services, LLC
7. BHN Spectrum Investments, LLC
8. Bresnan Broadband Holdings, LLC
9. Bresnan Broadband of Colorado, LLC
10. Bresnan Broadband of Montana, LLC
11. Bresnan Broadband of Utah, LLC
12. Bresnan Broadband of Wyoming, LLC
13. Bresnan Communications, LLC
14. Bresnan Digital Services, LLC
15. Bresnan Microwave of Montana, LLC
16. Bright House Networks Information Services (Alabama), LLC
17. Bright House Networks Information Services (California), LLC
18. Bright House Networks Information Services (Florida), LLC
19. Bright House Networks Information Services (Indiana), LLC
20. Bright House Networks Information Services (Michigan), LLC
21. Bright House Networks, LLC
22. Cable Equities Colorado, LLC
23. Cable Equities of Colorado Management LLC
24. CC 10, LLC
25. CC Fiberlink, LLC
26. CC Michigan, LLC
27. CC Systems, LLC
28. CC V Holdings, LLC
29. CC VI Fiberlink, LLC
30. CC VI Operating Company, LLC
31. CC VII Fiberlink, LLC
32. CC VIII Fiberlink, LLC
33. CC VIII Holdings, LLC
34. CC VIII Operating, LLC
35. CC VIII, LLC
36. CCO Fiberlink, LLC
37. CCO Holdco Transfers VII, LLC
38. CCO LP, LLC
39. CCO NR Holdings, LLC
40. CCO Purchasing, LLC
41. CCO SoCal I, LLC
42. CCO SoCal II, LLC
43. CCO SoCal Vehicles, LLC
44. CCO Transfers, LLC

45. Charter Advanced Services (AL), LLC
46. Charter Advanced Services (CA), LLC
47. Charter Advanced Services (CO), LLC
48. Charter Advanced Services (CT), LLC
49. Charter Advanced Services (GA), LLC
50. Charter Advanced Services (IL), LLC
51. Charter Advanced Services (IN), LLC
52. Charter Advanced Services (KY), LLC
53. Charter Advanced Services (LA), LLC
54. Charter Advanced Services (MA), LLC
55. Charter Advanced Services (MD), LLC
56. Charter Advanced Services (MI), LLC
57. Charter Advanced Services (MN), LLC
58. Charter Advanced Services (MO), LLC
59. Charter Advanced Services (MS), LLC
60. Charter Advanced Services (MT), LLC
61. Charter Advanced Services (NC), LLC
62. Charter Advanced Services (NE), LLC
63. Charter Advanced Services (NH), LLC
64. Charter Advanced Services (NV), LLC
65. Charter Advanced Services (NY), LLC
66. Charter Advanced Services (OH), LLC
67. Charter Advanced Services (OR), LLC
68. Charter Advanced Services (PA), LLC
69. Charter Advanced Services (SC), LLC
70. Charter Advanced Services (TN), LLC
71. Charter Advanced Services (TX), LLC
72. Charter Advanced Services (UT), LLC
73. Charter Advanced Services (VA), LLC
74. Charter Advanced Services (VT), LLC
75. Charter Advanced Services (WA), LLC
76. Charter Advanced Services (WI), LLC
77. Charter Advanced Services (WV), LLC
78. Charter Advanced Services (WY), LLC
79. Charter Advanced Services VIII (MI), LLC
80. Charter Advanced Services VIII (MN), LLC
81. Charter Advanced Services VIII (WI), LLC
82. Charter Advertising of Saint Louis, LLC
83. Charter Cable Operating Company, LLC
84. Charter Cable Partners, LLC
85. Charter Communications Entertainment I, LLC
86. Charter Communications Entertainment II, LLC
87. Charter Communications Entertainment, LLC
88. Charter Communications of California, LLC
89. Charter Communications Operating Capital Corp.
90. Charter Communications Properties LLC

91. Charter Communications Ventures, LLC
92. Charter Communications VI, L.L.C.
93. Charter Communications VII, LLC
94. Charter Communications, LLC
95. Charter Distribution, LLC
96. Charter Fiberlink – Alabama, LLC
97. Charter Fiberlink – Georgia, LLC
98. Charter Fiberlink – Illinois, LLC
99. Charter Fiberlink – Maryland II, LLC
100. Charter Fiberlink – Michigan, LLC
101. Charter Fiberlink – Missouri, LLC
102. Charter Fiberlink – Nebraska, LLC
103. Charter Fiberlink – Pennsylvania, LLC
104. Charter Fiberlink – Tennessee, LLC
105. Charter Fiberlink AR-CCVII, LLC
106. Charter Fiberlink CA-CCO, LLC
107. Charter Fiberlink CC VIII, LLC
108. Charter Fiberlink CCO, LLC
109. Charter Fiberlink CT-CCO, LLC
110. Charter Fiberlink LA-CCO, LLC
111. Charter Fiberlink MA-CCO, LLC
112. Charter Fiberlink MS-CCVI, LLC
113. Charter Fiberlink NC-CCO, LLC
114. Charter Fiberlink NH-CCO, LLC
115. Charter Fiberlink NV-CCVII, LLC
116. Charter Fiberlink NY-CCO, LLC
117. Charter Fiberlink OH-CCO, LLC
118. Charter Fiberlink OR-CCVII, LLC
119. Charter Fiberlink SC-CCO, LLC
120. Charter Fiberlink TX-CCO, LLC
121. Charter Fiberlink VA-CCO, LLC
122. Charter Fiberlink VT-CCO, LLC
123. Charter Fiberlink WA-CCVII, LLC
124. Charter Helicon, LLC
125. Charter Home Security, LLC
126. Charter Leasing Holding Company, LLC
127. Charter Leasing of Wisconsin, LLC
128. Charter RMG, LLC
129. Charter Stores FCN, LLC
130. Charter Video Electronics, LLC
131. DukeNet Communications Holdings, LLC
132. DukeNet Communications, LLC
133. Falcon Cable Communications, LLC
134. Falcon Cable Media, a California Limited Partnership
135. Falcon Cable Systems Company II, L.P.
136. Falcon Cablevision, a California Limited Partnership
137. Falcon Community Cable, L.P.



138. Falcon Community Ventures I Limited Partnership
139. Falcon First Cable of the Southeast, LLC
140. Falcon First, LLC
141. Falcon Telecable, a California Limited Partnership
142. Falcon Video Communications, L.P.
143. Helicon Partners I, L.P.
144. Hometown T.V., LLC
145. HPI Acquisition Co. LLC
146. ICI Holdings, LLC
147. Insight Blocker LLC
148. Insight Capital LLC
149. Insight Communications Company, L.P.
150. Insight Communications Midwest, LLC
151. Insight Communications of Central Ohio, LLC
152. Insight Communications of Kentucky, L.P.
153. Insight Interactive, LLC
154. Insight Kentucky Capital, LLC
155. Insight Kentucky Partners I, L.P.
156. Insight Kentucky Partners II, L.P.
157. Insight Midwest Holdings, LLC
158. Insight Midwest, L.P.
159. Insight Phone of Indiana, LLC
160. Insight Phone of Kentucky, LLC
161. Insight Phone of Ohio, LLC
162. Interactive Cable Services, LLC
163. Interlink Communications Partners, LLC
164. Intrepid Acquisition LLC
165. Long Beach, LLC
166. Marcus Cable Associates, L.L.C.
167. Marcus Cable of Alabama, L.L.C.
168. Marcus Cable, LLC
169. Midwest Cable Communications, LLC
170. NaviSite LLC
171. New Wisconsin Procurement LLC
172. Oceanic Time Warner Cable LLC
173. Parity Assets LLC
174. Peachtree Cable TV, L.P.
175. Peachtree Cable TV, LLC
176. Phone Transfers (AL), LLC
177. Phone Transfers (CA), LLC
178. Phone Transfers (GA), LLC
179. Phone Transfers (NC), LLC
180. Phone Transfers (TN), LLC
181. Phone Transfers (VA), LLC
182. Renaissance Media LLC
183. Rifkin Acquisition Partners, LLC
184. Robin Media Group, LLC
185. Scottsboro TV Cable, LLC

186. The Helicon Group, L.P.
187. Time Warner Cable Business LLC
188. Time Warner Cable Enterprises LLC
189. Time Warner Cable Information Services (Alabama), LLC
190. Time Warner Cable Information Services (Arizona), LLC
191. Time Warner Cable Information Services (California), LLC
192. Time Warner Cable Information Services (Colorado), LLC
193. Time Warner Cable Information Services (Hawaii), LLC
194. Time Warner Cable Information Services (Idaho), LLC
195. Time Warner Cable Information Services (Illinois), LLC
196. Time Warner Cable Information Services (Indiana), LLC
197. Time Warner Cable Information Services (Kansas), LLC
198. Time Warner Cable Information Services (Kentucky), LLC
199. Time Warner Cable Information Services (Maine), LLC
200. Time Warner Cable Information Services (Massachusetts), LLC
201. Time Warner Cable Information Services (Michigan), LLC
202. Time Warner Cable Information Services (Missouri), LLC
203. Time Warner Cable Information Services (Nebraska), LLC
204. Time Warner Cable Information Services (New Hampshire), LLC
205. Time Warner Cable Information Services (New Jersey), LLC
206. Time Warner Cable Information Services (New Mexico) LLC
207. Time Warner Cable Information Services (New York), LLC
208. Time Warner Cable Information Services (North Carolina), LLC
209. Time Warner Cable Information Services (Ohio), LLC
210. Time Warner Cable Information Services (Pennsylvania), LLC
211. Time Warner Cable Information Services (South Carolina), LLC
212. Time Warner Cable Information Services (Tennessee), LLC
213. Time Warner Cable Information Services (Texas), LLC
214. Time Warner Cable Information Services (Virginia), LLC
215. Time Warner Cable Information Services (Washington), LLC
216. Time Warner Cable Information Services (West Virginia), LLC
217. Time Warner Cable Information Services (Wisconsin), LLC
218. Time Warner Cable International LLC
219. Time Warner Cable Internet Holdings III LLC
220. Time Warner Cable Internet Holdings LLC
221. Time Warner Cable Internet LLC
222. Time Warner Cable Media LLC
223. Time Warner Cable Midwest LLC
224. Time Warner Cable New York City LLC
225. Time Warner Cable Northeast LLC
226. Time Warner Cable Pacific West LLC
227. Time Warner Cable Services LLC
228. Time Warner Cable Southeast LLC
229. Time Warner Cable Sports LLC
230. Time Warner Cable Texas LLC
231. TWC Administration LLC
232. TWC Communications, LLC
233. TWC Digital Phone LLC
234. TWC Media Blocker LLC

235. TWC NewCo LLC

236. TWC News and Local Programming Holdco LLC

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237. TWC News and Local Programming LLC
  238. TWC Regional Sports Network I LLC
  239. TWC Security LLC
  240. TWC SEE Holdco LLC
  241. TWC Wireless LLC
  242. TWC/Charter Dallas Cable Advertising, LLC
  243. TWC/Charter Green Bay Cable Advertising, LLC
  244. TWC/Charter Los Angeles Cable Advertising, LLC
  245. TWCIS Holdco LLC
  246. Vista Broadband Communications, LLC
  247. VOIP Transfers (AL), LLC
  248. VOIP Transfers (CA) LLC
  249. VOIP Transfers (GA), LLC
  250. VOIP Transfers (NC), LLC
  251. VOIP Transfers (TN), LLC
  252. VOIP Transfers (VA), LLC
  253. Wisconsin Procurement Holdco LLC