UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)
[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2010

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ________ to _________

Commission file number: 001-33664

Charter Communications, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**43-1857213**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification Number)*

12405 Powerscourt Drive
St. Louis, Missouri 63131
(Address of principal executive offices including zip code)

(314) 965-0555
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES [X] NO [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES [ ] NO [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "accelerated filer," "large accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o Accelerated filer o Non-accelerated filer ☑ Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes oNo ☑

APPLICABLE ONLY TO REGISTRANTS INVOLVED IN BANKRUPTCY
PROCEEDINGS DURING THE PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes ☑ No o

Number of shares of Class A common stock outstanding as of September 30, 2010: 112,394,748
Number of shares of Class B common stock outstanding as of September 30, 2010: 2,241,299

Charter Communications, Inc.
Quarterly Report on Form 10-Q for the Period ended September 30, 2010

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This quarterly report on Form 10-Q is for the three and nine months ended September 30, 2010. The Securities and Exchange Commission ("SEC") allows us to "incorporate by reference" information that we file with the SEC, which means that we can disclose important information to you by referring you directly to those documents. In this quarterly report, "we," "us" and "our" refer to Charter Communications, Inc. and its subsidiaries.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS:

This quarterly report includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), regarding, among other things, our plans, strategies and prospects, both business and financial including, without limitation, the forward-looking statements set forth in the "Results of Operations" and "Liquidity and Capital Resources" sections under Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this quarterly report. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or real ize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions including, without limitation, the factors described under "Risk Factors" under Part II, Item 1A and the factors described under "Risk Factors" under Part I, Item 1A of our most recent Form 10-K filed with the SEC. Many of the forward-looking statements contained in this quarterly report may be identified by the use of forward-looking words such as "believe," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated," "aim," "on track," "target," "opportunity," "tentative," "positioning" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this quarterly report are set forth in this quarterly report and in other reports or documents that we file from time to time with the SEC, and include, but are not limited to:

- our ability to sustain and grow revenues and free cash flow by offering video, high-speed Internet, telephone and other services to residential and commercial customers, and to maintain and grow our customer base, particularly in the face of increasingly aggressive competition, the need for innovation and related capital expenditures and the difficult economic conditions in the United States;

- the impact of competition from other distributors, including but not limited to incumbent telephone companies, direct broadcast satellite operators, wireless broadband providers, and digital subscriber line ("DSL") providers and competition from video provided over the Internet;

- general business conditions, economic uncertainty or downturn, high unemployment levels and the significant downturn in the housing sector and overall economy;

- our ability to obtain programming at reasonable prices or to raise prices to offset, in whole or in part, the effects of higher programming costs (including retransmission consents);

- our ability to adequately deliver customer service;

- the effects of governmental regulation on our business;

- the availability and access, in general, of funds to meet our debt obligations, prior to or when they become due, and to fund our operations and necessary capital expenditures, either through (i) cash on hand, (ii) free cash flow, (iii) access to the capital or credit markets including through new issuances, exchange offers or otherwise, especially given recent volatility and disruption in the capital and credit markets, or (iv) other sources and our ability to fund debt obligations (by dividend, investment or otherwise) to the applicable obligor of such debt; and

- our ability to comply with all covenants in our indentures and credit facilities, any violation of which, if not cured in a timely manner, could trigger a default of our other obligations under cross-default provisions.

All forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by this cautionary statement. We are under no duty or obligation to update any of the forward-looking statements after the date of this quarterly report.

PART I. FINANCIAL INFORMATION.

Item 1. Financial Statements.

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(DOLLARS IN MILLIONS, EXCEPT PER SHARE DATA)

	Successor	
	September 30, 2010 (Unaudited)	December 31, 2009
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 655	$ 709
Restricted cash and cash equivalents	27	45
Accounts receivable, less allowance for doubtful accounts of $20 and $11, respectively	241	248
Prepaid expenses and other current assets	96	69
Total current assets	1,019	1,071
INVESTMENT IN CABLE PROPERTIES:		
Property, plant and equipment, net of accumulated depreciation	6,867	6,833
Franchises	5,257	5,272
Customer relationships, net	2,081	2,335
Goodwill	951	951
Total investment in cable properties, net	15,156	15,391
OTHER NONCURRENT ASSETS	360	196
Total assets	$ 16,535	$ 16,658
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 1,015	$ 898
Current portion of long-term debt	589	70
Total current liabilities	1,604	968
LONG-TERM DEBT	12,585	13,252
OTHER LONG-TERM LIABILITIES	823	520
SHAREHOLDERS' EQUITY:		
Class A common stock; $.001 par value; 900 million shares authorized; 112,394,748 and 112,576,872 shares issued and outstanding, respectively	--	--
Class B common stock; $.001 par value; 25 million shares authorized; 2,241,299 shares issued and outstanding	--	--
Preferred stock; $.001 par value; 250 million shares authorized; no non-redeemable shares issued and outstanding	--	--
Additional paid-in capital	1,757	1,914
Accumulated equity (deficit)	(150)	2
Accumulated other comprehensive loss	(84)	--
Total Charter shareholders' equity	1,523	1,916
Noncontrolling interest	--	2
Total shareholders' equity	1,523	1,918
Total liabilities and shareholders' equity	$ 16,535	$ 16,658

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

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(DOLLARS IN MILLIONS, EXCEPT PER SHARE DATA)
Unaudited

	Three Months Ended		Nine Months Ended	
	Successor September 30, 2010	Predecessor September 30, 2009	Successor September 30, 2010	Predecessor September 30, 2009
REVENUES	$ 1,769	$ 1,693	$ 5,275	$ 5,045
COSTS AND EXPENSES:				
Operating (excluding depreciation and amortization)	788	739	2,317	2,174
Selling, general and administrative	356	354	1,060	1,034
Depreciation and amortization	385	327	1,134	977
Impairment of franchises	--	2,854	--	2,854
Other operating (income) expenses, net	--	10	19	(38)
	1,529	4,284	4,530	7,001
Income (loss) from operations	240	(2,591)	745	(1,956)
OTHER INCOME (EXPENSES):				
Interest expense, net (excluding unrecorded contractual interest expense of $206 and $421 for the three and nine months ended September 30, 2009)	(222)	(206)	(645)	(885)
Reorganization items, net	(1)	(198)	(6)	(523)
Loss on extinguishment of debt	(3)	--	(38)	--
Other income (expenses), net	--	--	3	(3)
	(226)	(404)	(686)	(1,411)
Income (loss) before income taxes	14	(2,995)	59	(3,367)
INCOME TAX BENEFIT (EXPENSE)	(109)	565	(211)	444
Consolidated net loss	(95)	(2,430)	(152)	(2,923)
Less: Net loss – noncontrolling interest	--	1,395	--	1,571
Net loss – Charter shareholders	$ (95)	$ (1,035)	$ (152)	$ (1,352)
LOSS PER COMMON SHARE, BASIC AND DILUTED:				
Net loss – Charter shareholders	$ (0.84)	$ (2.73)	$ (1.34)	$ (3.57)
Weighted average common shares outstanding, basic and diluted	113,110,889	379,066,320	113,081,242	378,718,134

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

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(DOLLARS IN MILLIONS)
Unaudited

	Nine Months Ended	
	Successor September 30, 2010	Predecessor September 30, 2009
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated net loss	$ (152)	$ (2,923)
Adjustments to reconcile net loss to net cash flows from operating activities:		
Depreciation and amortization	1,134	977
Impairment of franchises	--	2,854
Noncash interest expense	54	35
Noncash reorganization items, net	--	155
Loss on extinguishment of debt	35	--
Deferred income taxes	204	(451)
Other, net	20	32
Changes in operating assets and liabilities, net of effects from dispositions:		
Accounts receivable	7	11
Prepaid expenses and other assets	15	(37)
Accounts payable, accrued expenses and other	105	355
Net cash flows from operating activities	1,422	1,008
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(948)	(819)
Change in accrued expenses related to capital expenditures	(7)	(18)
Other, net	(7)	(4)
Net cash flows from investing activities	(962)	(841)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings of long-term debt	2,757	--
Repayments of long-term debt	(3,070)	(52)
Repayment of preferred stock	(138)	--
Payments for debt issuance costs	(76)	--
Other, net	(5)	--
Net cash flows from financing activities	(532)	(52)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(72)	115
CASH AND CASH EQUIVALENTS, beginning of period	754	960
CASH AND CASH EQUIVALENTS, end of period	$ 682	$ 1,075
CASH PAID FOR INTEREST	$ 561	$ 685

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

1. Organization and Basis of Presentation

Organization

Charter Communications, Inc. ("Charter") is a holding company whose principal asset at September 30, 2010 is a 100% common equity interest in Charter Communications Holding Company, LLC ("Charter Holdco"). Charter Holdco is the sole owner of Charter's subsidiaries where the underlying operations reside, which are collectively referred to herein as the "Company." All significant intercompany accounts and transactions among consolidated entities have been eliminated.

The Company is a broadband communications company operating in the United States. The Company offers to residential and commercial customers traditional cable video programming (basic and digital video), high-speed Internet services, and telephone services, as well as advanced broadband services such as high definition television, Charter OnDemand™, and digital video recorder ("DVR") service. The Company sells its cable video programming, high-speed Internet, telephone, and advanced broadband services primarily on a subscription basis. The Company also sells local advertising on cable networks.

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information and the rules and regulations of the Securities and Exchange Commission (the "SEC"). Accordingly, certain information and footnote disclosures typically included in Charter's Annual Report on Form 10-K have been condensed or omitted for this quarterly report. The accompanying condensed consolidated financial statements are unaudited and are subject to review by regulatory authorities. However, in the opinion of management, such financial statements include all adjustments, which consist of only normal recurring adjustments, necessary for a fair presentation of the results for the perio ds presented. Interim results are not necessarily indicative of results for a full year.

Effective December 1, 2009, the Company applied fresh start accounting which requires assets and liabilities to be reflected at fair value as of that date. The financial information set forth in this report, unless otherwise expressly set forth or as the context otherwise indicates, reflects the consolidated results of operations and financial condition of Charter and its subsidiaries for periods following November 30, 2009 ("Successor"), and of Charter and its subsidiaries for the periods through November 30, 2009 ("Predecessor").

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Areas involving significant judgments and estimates include capitalization of labor and overhead costs; depreciation and amortization costs; impairments of property, plant and equipment, intangibles and goodwill; income taxes; and contingencies. Actual results could differ from those estimates.

Certain prior period amounts have been reclassified to conform with the 2010 presentation.

2. Emergence from Reorganization Proceedings

On March 27, 2009, the Company and certain affiliates filed voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") to reorganize under Chapter 11 of the United States Code (the "Bankruptcy Code"). The Chapter 11 cases were jointly administered under the caption In re Charter Communications, Inc., et al., Case No. 09-11435. On May 7, 2009, the Company filed a Joint Plan of Reorganization (the "Plan") and a related disclosure statement with the Bankruptcy Court. The Plan was confirmed by order of the Bankruptcy Court on November 17, 2009 ("Confirmation Order"), and became effective on November 30, 2009 (the "Effective Date"), the date on which the Company emerged from protection under Chapter 11 of the Bankruptcy Code.

(dollars in millions, except per share amounts and where indicated)

Upon the Company's emergence from bankruptcy, the Company adopted fresh start accounting. This resulted in the Company becoming a new entity on December 1, 2009, with a new capital structure, a new accounting basis in the identifiable assets and liabilities assumed and no retained earnings or accumulated losses. Accordingly, the consolidated financial statements on or after December 1, 2009 are not comparable to the consolidated financial statements prior to that date. The financial statements for the periods prior to November 30, 2009 do not include the effect of any changes in the Company's capital structure or changes in the fair value of assets and liabilities as a result of fresh start accounting.

Restricted cash on the accompanying condensed consolidated balance sheet as of September 30, 2010 and December 31, 2009 of $27 million and $45 million, respectively, represents amounts held in escrow accounts pending final resolution from the Bankruptcy Court. Restricted cash is included in cash and cash equivalents on the accompanying condensed consolidated statements of cash flows. Approximately $18 million of restricted cash held in an escrow account established in bankruptcy proceedings was used to pay for professional services for the nine months ended September 30, 2010.

3. Franchises, Goodwill and Other Intangible Assets

As of September 30, 2010 and December 31, 2009, indefinite-lived and finite-lived intangible assets are presented in the following table:

	September 30, 2010			December 31, 2009		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets:						
Franchises	$ 5,257	$ --	$ 5,257	$ 5,272	$ --	$ 5,272
Goodwill	951	--	951	951	--	951
Trademarks	158	--	158	158	--	158
	$ 6,366	$ --	$ 6,366	$ 6,381	$ --	$ 6,381
Finite-lived intangible assets:						
Customer relationships	$ 2,359	$ 278	$ 2,081	$ 2,363	$ 28	$ 2,335
Other intangible assets	48	5	43	33	--	33
	$ 2,407	$ 283	$ 2,124	$ 2,396	$ 28	$ 2,368

Amortization expense related to customer relationships and other intangible assets for the three months ended September 30, 2010 (Successor) and 2009 (Predecessor) was approximately $85 million and $2 million, respectively, and for the nine months ended September 30, 2010 (Successor) and 2009 (Predecessor) was approximately $255 million and $5 million, respectively. During the nine months ended September 30, 2010, the net carrying amount of franchises and customer relationships was reduced by $15 million and $4 million, respectively, related to asset sales.

(dollars in millions, except per share amounts and where indicated)

The Company expects amortization expense on its finite-lived intangible assets will be as follows.

3 months ended December 31, 2010	$ 83
2011	312
2012	286
2013	259
2014	234
2015	208
Thereafter	742
	$ 2,124

Actual amortization expense in future periods could differ from these estimates as a result of new intangible asset acquisitions or divestitures, changes in useful lives, impairments and other relevant factors.

In the three months ended September 30, 2009, the Company recorded a preliminary non-cash franchise impairment charge of $2.9 billion which represented the Company's best estimate of the impairment of its franchise assets at that time. The impairment was a result of the continued economic pressure on the Company's customers from the economic downturn along with increased competition and the related impact to its projected future growth rates.

4. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consist of the following as of September 30, 2010 and December 31, 2009:

	September 30, 2010	December 31, 2009
Accounts payable – trade	$ 148	$ 113
Accrued capital expenditures	39	46
Accrued expenses:		
Programming costs	295	270
Interest	125	90
Compensation	129	102
Franchise-related fees	48	53
Other	231	224
	$ 1,015	$ 898

(dollars in millions, except per share amounts and where indicated)

5. Long-Term Debt

Long-term debt consists of the following as of September 30, 2010 and December 31, 2009:

	September 30, 2010		December 31, 2009	
	Principal Amount	Accreted Value	Principal Amount	Accreted Value
CCH II, LLC:				
13.5% senior notes due November 15, 2016	$ 1,766	$ 2,066	$ 1,766	$ 2,092
CCO Holdings, LLC:				
8.75% senior notes due November 15, 2013	--	--	800	812
7.25% senior notes due October 30, 2017	1,000	1,000	--	--
7.875% senior notes due April 30, 2018	900	900	--	--
8.125% senior notes due April 30, 2020	700	700	--	--
Credit facility due September 6, 2014	350	311	350	304
Charter Communications Operating, LLC:				
8% senior second-lien notes due April 30, 2012	1,100	1,114	1,100	1,120
8.375% senior second-lien notes due April 30, 2014	--	--	770	779
10.875% senior second-lien notes due September 15, 2014	546	594	546	601
Credit facilities	6,888	6,489	8,177	7,614
Total Debt	$ 13,250	$ 13,174	$ 13,509	$ 13,322
Less: Current Portion	631	589	70	70
Long-Term Debt	$ 12,619	$ 12,585	$ 13,439	$ 13,252

Current portion of long-term debt represents debt repaid on October 1, 2010 with cash on hand as of September 30, 2010. The accreted values presented above represent the fair value of the notes as of the Effective Date, plus accretion to the balance sheet dates. However, the amount that is currently payable if the debt becomes immediately due is equal to the principal amount of the debt. The Company has availability under the revolving portion of its credit facility of approximately $1.2 billion as of September 30, 2010. As such, debt scheduled to mature during the next 12 months is reflected as long-term as of September 30, 2010.

On March 31, 2010, Charter Communications Operating, LLC ("Charter Operating") entered into an amended and restated credit agreement. The refinancing resulted in a loss on extinguishment of debt for the nine months ended September 30, 2010 of approximately $1 million. Under the amended and restated credit agreement, the Charter Operating credit facilities consist of the following as of September 30, 2010:

- A term B-1 loan with a remaining principal amount of approximately $3.3 billion, which is repayable in equal quarterly installments and aggregating in each loan year to 1% of the original amount of the term B-1 loan, with the remaining balance due at final maturity on March 6, 2014;
- A term B-2 loan with a remaining principal amount of approximately $367 million, which is repayable in equal quarterly installments and aggregating in each loan year to 1% of the original amount of the term B-2 loan, with the remaining balance due at final maturity on March 6, 2014;
- A term C loan with a remaining principal amount of approximately $3.0 billion, which is repayable in equal quarterly installments and aggregating in each loan year to 1% of the original amount of the term C loan, with the remaining balance due at final maturity on September 6, 2016;
- A non-revolving loan with a remaining principal amount of approximately $199 million, which is repayable in full on March 6, 2013; and
- A revolving loan which allows for borrowings of up to $1.3 billion. The revolving loan matures on March 6, 2015. However, if on December 1, 2013, Charter Operating has scheduled maturities in excess of $1.0 billion between January 1, 2014 and April 30, 2014, the revolving loan will mature on December 1, 2013 unless lenders holding more than 50% of the revolving loan consent to the maturity being March 6, 2015. As of

September 30, 2010, Charter Operating had maturities of $3.7 billion between January 1, 2014 and April 30, 2014. The revolving credit facility amount may be increased, but it may not exceed $1.75 billion in aggregate revolving commitments plus the amount outstanding under the non-revolving loan.

Amounts outstanding under the Charter Operating credit facilities bear interest, at Charter Operating's election, at a base rate or LIBOR, as defined, plus a margin. The applicable LIBOR margin for the non-revolving loans and the term B-1 loans is currently 2%. However, the Charter Operating credit facilities provide for a pricing grid which adjusts the margin for the non-revolving LIBOR loans and the term B-1 loans to be either 1.75% to 2.00% depending on the consolidated leverage ratio at any given time. The LIBOR term B-2 loan bears interest at LIBOR plus 5.0%, with a LIBOR floor of 3.5%, or at Charter Operating's election, a base rate plus a margin of 4.00%. Charter Operating has currently elected to pay based on the base rate. The applicable m argin for the term C loans is currently 3.25% in the case of LIBOR loans, provided that if certain other term loans are borrowed or certain extended loans are established, then the term C loans shall automatically increase to the extent necessary to cause the yield for the term C loans to be 25 basis points less than the yield for the other certain term loans. Charter Operating pays interest equal to LIBOR plus 3.0% on amounts borrowed under the revolving credit facility and pays a revolving commitment fee of .5% per annum on the daily average available amount of the revolving commitment, payable quarterly.

The Charter Operating credit facilities also allow the Company to enter into incremental term loans in the future with an aggregate, together with all other then outstanding first lien indebtedness, including any first lien notes, of no more than $7.5 billion (less any principal payments of term loan indebtedness and first lien notes as a result of any sale of assets), with amortization as set forth in the notices establishing such term loans, but with no amortization greater than 1% per year prior to the final maturity of the existing term loan. Although the Charter Operating credit facilities allow for the incu rrence of a certain amount of incremental term loans, no assurance can be given that the Company could obtain additional incremental term loans in the future if Charter Operating sought to do so or what amount of incremental term loans would be allowable at any given time under the terms of the Charter Operating credit facilities.

The obligations of Charter Operating under the Charter Operating credit facilities (the "Obligations") are guaranteed by Charter Operating's immediate parent company, CCO Holdings, LLC ("CCO Holdings"), and subsidiaries of Charter Operating, except for certain subsidiaries, including immaterial subsidiaries and subsidiaries precluded from guaranteeing by reason of the provisions of other indebtedness to which they are subject (the "non-guarantor subsidiaries"). The Obligations are also secured by (i) a lien on substantially all of the assets of Charter Operating and its subsidiaries (other than assets of the non-guarantor subsidiaries), to the extent such lien can be perfected under the Uniform Commerci al Code by the filing of a financing statement, and (ii) a pledge by CCO Holdings of the equity interests owned by it in Charter Operating or any of Charter Operating's subsidiaries, as well as intercompany obligations owing to it by any of such entities.

On April 28, 2010, CCO Holdings and CCO Holdings Capital Corp. closed on transactions in which they issued $900 million aggregate principal amount of 7.875% Senior Notes due 2018 (the "2018 Notes") and $700 million aggregate principal amount of 8.125% Senior Notes due 2020 (the "2020 Notes"). Such notes are guaranteed by Charter. The net proceeds were used to finance the tender offers and redemptions in which $800 million principal amount of CCO Holdings' outstanding 8.75% Senior Notes due 2013 (the "2013 Notes") and $770 million principal amount of Charter Operating's outstanding 8.375% Senior Second Lien Notes due 2014 (the "2014 Notes) were repurchased. These transactions resulted in a loss on extin guishment of debt for the nine months ended September 30, 2010 of approximately $34 million.

The 2018 Notes and 2020 Notes are senior debt obligations of CCO Holdings and CCO Holdings Capital Corp. They rank equally with all other current and future unsecured, unsubordinated obligations of CCO Holdings and CCO Holdings Capital Corp. The 2018 Notes and 2020 Notes are structurally subordinated to all obligations of subsidiaries of CCO Holdings, including the Charter Operating notes and Charter Operating credit facilities.

CCO Holdings may redeem some or all of the 2018 Notes at any time prior to April 30, 2013 at a price equal to 100% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, plus an applicable make-whole premium. On or after April 30, 2013, CCO Holdings may redeem some or all of the 2018 Notes at a redemption price that declines ratably from the redemption price of 105.906% to a redemption price on or after April 30, 2016 of 100.0% of the principal amount of the 2018 Notes, plus, in each case, any accrued and unpaid interest.

CCO Holdings may redeem some or all of the 2020 Notes at any time prior to April 30, 2015 at a price equal to 100% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, plus an applicable make-whole premium. On or after April 30, 2015, CCO Holdings may redeem some or all of the 2020 Notes at a redemption price that declines ratably from the redemption price of 104.063% to a redemption price on or after April 30, 2018 of 100.0% of the principal amount of the 2020 Notes, plus, in each case, any accrued and unpaid interest.

In addition, at any time prior to April 30, 2013, CCO Holdings may redeem up to 35% of the aggregate principal amount of the 2018 and 2020 Notes at a redemption price equal to (i) in the case of the 2018 Notes, 107.875% of the principal amount thereof and (ii) in the case of the 2020 Notes, 108.125% of the principal amount thereof, in each case, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of one or more equity offerings (as defined in the indenture); provided that certain conditions are met.

In the event of specified change of control events, CCO Holdings must offer to purchase the outstanding CCO Holdings senior notes from the holders at a purchase price equal to 101% of the total principal amount of the notes, plus any accrued and unpaid interest.

In August and September 2010, the Company prepaid $122 million principal amount of term B-2 loans resulting in a loss on extinguishment of debt of approximately $3 million for the three and nine months ended September 30, 2010.

On September 27, 2010, CCO Holdings and CCO Holdings Capital Corp. closed on transactions in which they issued $1.0 billion aggregate principal amount of 7.25% Senior Notes due 2017 (the “2017 Notes”). Such Notes are guaranteed by Charter. A portion of the proceeds was used to repay amounts outstanding under the Charter Operating revolving credit facility with the remaining proceeds included in cash on hand at September 30, 2010 of $682 million. On October 1, 2010, $631 million was used to prepay portions of the amounts outstanding under the Charter Operating credit facilities. The Company expects to record a loss on extinguishment of debt of approximately $34 million in the fourth quarter of 2010 related to the October prepa yments.

The 2017 Notes are senior debt obligations of CCO Holdings and CCO Holdings Capital Corp. They rank equally with all other current and future unsecured, unsubordinated obligations of CCO Holdings and CCO Holdings Capital Corp. The 2017 Notes are structurally subordinated to all obligations of subsidiaries of CCO Holdings, including the Charter Operating notes and Charter Operating credit facilities.

CCO Holdings may redeem some or all of the 2017 Notes at any time prior to October 30, 2013 at a price equal to 100% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, plus an applicable make-whole premium. On or after October 30, 2013, CCO Holdings may redeem some or all of the 2017 Notes at a redemption price that declines ratably from the redemption price of 105.438% to a redemption price on or after October 30, 2016 of 100.0% of the principal amount of the 2017 Notes, plus any accrued and unpaid interest.

In addition, at any time prior to October 30, 2013, CCO Holdings may redeem up to 35% of the aggregate principal amount of the 2017 Notes at a redemption price equal to 107.250% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of one or more equity offerings (as defined in the indenture); provided that certain conditions are met.

In the event of specified change of control triggering events, CCO Holdings must offer to purchase the outstanding 2017 Notes from the holders at a purchase price equal to 101% of the total principal amount of the notes, plus any accrued and unpaid interest.

(dollars in millions, except per share amounts and where indicated)

6. Preferred Stock

On the Effective Date, Charter issued approximately 5.5 million shares of 15% Pay-In-Kind Preferred Stock having an aggregate liquidation preference of $138 million to holders of Charter convertible notes (the "Preferred Stock"). Pursuant to the terms of the Preferred Stock, the Company was required to pay a dividend at an annual rate equal to 15% on the liquidation preference of the Preferred Stock. The liquidation preference of the Preferred Stock was $25 per share. On April 16, 2010, Charter redeemed all of the shares of the Preferred Stock for a redemption payment of $25.948 per share or a total redemption payment for all shares of approximately $143 million.

The Preferred Stock was included in other long-term liabilities on the Company's consolidated balance sheets at fair value of $148 million as of December 31, 2009. The Preferred Stock was recorded at fair value with gains or losses recorded in other expense, net.

7. Noncontrolling Interest

On February 8, 2010, Mr. Paul G. Allen ("Mr. Allen") exercised his remaining right to exchange Charter Holdco units for shares of Class A common stock after which Charter Holdco became 100% owned by Charter. Noncontrolling interest on the Company's condensed consolidated balance sheets of $2 million at December 31, 2009 represents the fair value of Mr. Allen's previous 0.19% interest of Charter Holdco on the Effective Date plus the allocation of income for the month ended December 31, 2009.

Changes to controlling and noncontrolling interest consist of the following for the periods presented:

	Controlling Interest	Noncontrolling Interest	Total
Balance, December 31, 2009	$ 1,916	$ 2	$ 1,918
Net loss	(152)	--	(152)
Charter Investment Inc.'s exchange of Charter Holdco interest (see Note 13)	(176)	(2)	(178)
Change in fair value of interest rate swap agreements	(84)	--	(84)
Stock compensation expense	19	--	19
Balance, September 30, 2010	$ 1,523	$ --	$ 1,523

8. Comprehensive Loss

The Company reports changes in the fair value of interest rate swap agreements designated as hedging the variability of cash flows associated with floating-rate debt obligations that meet the effectiveness criteria in other comprehensive loss. Consolidated comprehensive loss was $129 million and $236 million for the three and nine months ended September 30, 2010 (Successor), respectively, and was $2.4 billion and $2.9 billion for the three and nine months ended September 30, 2009 (Predecessor), respectively. Consolidated comprehensive loss for the three and nine months ended September 30, 2010 (Successor) includes a $34 million and $84 million loss, respectively, on the fair value of interest rate swap agreements designated as cash flow hedges and for the nine months ended September 30, 2009 (Predecessor) includes a $9 million loss. For the three and nine months ended September 30, 2009 (Predecessor), consolidated comprehensive loss also includes a $23 million and $45 million gain, respectively, related to the amortization of accumulated other comprehensive loss related to terminated interest rate swap agreements in connection with the bankruptcy.

(dollars in millions, except per share amounts and where indicated)

9. Accounting for Derivative Instruments and Hedging Activities

The Company uses interest rate swap agreements to manage its interest costs and reduce the Company's exposure to increases in floating interest rates. The Company manages its exposure to fluctuations in interest rates by maintaining a mix of fixed and variable rate debt. Using interest rate swap agreements, the Company agrees to exchange, at specified intervals through 2015, the difference between fixed and variable interest amounts calculated by reference to agreed-upon notional principal amounts.

The Company does not hold or issue derivative instruments for speculative trading purposes. The Company has certain interest rate derivative instruments that have been designated as cash flow hedging instruments. Such instruments effectively convert variable interest payments on certain debt instruments into fixed payments. For qualifying hedges, realized derivative gains and losses offset related results on hedged items in the consolidated statements of operations. The Company has formally documented, designated and assessed the effectiveness of transactions that receive hedge accounting.

Interest rate swap agreements are included in other long-term liabilities at fair value of $84 million as of September 30, 2010. Changes in the fair value of interest rate agreements that are designated as hedging instruments of the variability of cash flows associated with floating-rate debt obligations, and that meet effectiveness criteria are reported in other comprehensive income (loss). The amounts are subsequently reclassified as an increase or decrease to interest expense in the same periods in which the related interest on the floating-rate debt obligations affects earnings (losses).

In 2009, certain interest rate derivative instruments did not meet effectiveness criteria. Management believed such instruments closely correlated with the respective debt, thus managing associated risk. Interest rate derivative instruments not designated as hedges were marked to fair value, with the impact recorded as other expenses, net in the Company's consolidated statements of operations.

As of September 30, 2010, the Company had $2.0 billion in notional amounts of interest rate swap agreements outstanding. The notional amounts of interest rate instruments do not represent amounts exchanged by the parties and, thus, are not a measure of exposure to credit loss. The amounts exchanged are determined by reference to the notional amount and the other terms of the contracts.

The effect of derivative instruments on the Company's consolidated statements of operations is presented in the table below.

	Three Months Ended		Nine Months Ended	
	Successor September 30, 2010	Predecessor September 30, 2009	Successor September 30, 2010	Predecessor September 30, 2009
Other expense, net:				
Loss on interest rate derivatives not designated as hedges or ineffective portion of hedges	$ --	$ --	$ --	$ (4)
Accumulated other comprehensive loss:				
Loss on interest rate derivatives designated as hedges (effective portion)	$ (34)	$ --	$ (84)	$ (9)
Amount of gain (loss) reclassified from accumulated other comprehensive loss into interest expense or reorganization items, net	$ (9)	$ 23	$ (17)	$ 12

(dollars in millions, except per share amounts and where indicated)

10. Fair Value Measurements

Financial Assets and Liabilities

The Company has estimated the fair value of its financial instruments as of September 30, 2010 and December 31, 2009 using available market information or other appropriate valuation methodologies. Considerable judgment, however, is required in interpreting market data to develop the estimates of fair value. Accordingly, the estimates presented in the accompanying condensed consolidated financial statements are not necessarily indicative of the amounts the Company would realize in a current market exchange.

The carrying amounts of cash and cash equivalents, receivables, payables and other current assets and liabilities approximate fair value because of the short maturity of those instruments.

The estimated fair value of the Company's debt at September 30, 2010 and December 31, 2009 are based on quoted market prices and is classified within Level 1 (defined below) of the valuation hierarchy.

A summary of the carrying value and fair value of the Company's debt at September 30, 2010 and December 31, 2009 is as follows:

	September 30, 2010		December 31, 2009	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Debt				
CCH II debt	$ 2,066	$ 2,110	$ 2,092	$ 2,086
CCO Holdings debt	2,600	2,670	812	816
Charter Operating debt	1,708	1,784	2,500	2,527
Credit facilities	6,800	7,080	7,918	8,000

The accounting guidance establishes a three-level hierarchy for disclosure of fair value measurements, based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date, as follows:

- Level 1 – inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 – inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 – inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The interest rate derivatives designated as hedges were valued as a $84 million liability as of September 30, 2010 using a present value calculation based on an implied forward LIBOR curve (adjusted for Charter Operating's or counterparties' credit risk) and were classified within Level 2 of the valuation hierarchy. The weighted average pay rate for the Company's interest rate swap agreements was 2.25% at September 30, 2010.

The Preferred Stock was valued at $148 million as of December 31, 2009 using an income approach based on yields of similar securities of comparable companies and based on yields of the Company's debt securities and was classified within Level 3 of the valuation hierarchy. On April 16, 2010, Charter redeemed all of the shares of the Preferred Stock.

Nonfinancial Assets and Liabilities

The Company's nonfinancial assets such as franchises, property, plant, and equipment, and other intangible assets are not measured at fair value on a recurring basis; however they are subject to fair value adjustments in certain circumstances, such as when there is evidence that an impairment may exist. No impairments were recorded in the three and nine months ended September 30, 2010. During the three months ended September 30, 2009, the Company recorded a preliminary impairment on its franchise assets of $2.9 billion. The impairment charge was calculated by comparing the book value of franchise assets to their fair values as of September 30, 2009 which are determined utilizing an income approach that makes use of significant unobservable inputs. Such fair value was classified as level 3 in the fair value hierarchy.

(dollars in millions, except per share amounts and where indicated)

11. Other Operating (Income) Expenses, Net

Other operating (income) expenses, net consist of the following for the three and nine months ended September 30, 2010 and 2009:

	Three Months Ended		Nine Months Ended	
	Successor September 30, 2010	Predecessor September 30, 2009	Successor September 30, 2010	Predecessor September 30, 2009
Loss on sales of assets, net	$ 1	$ 3	$ 4	$ 6
Special charges, net	(1)	7	15	(44)
	$ --	$ 10	$ 19	$ (38)

Loss on sales of assets, net

Loss on sales of assets, net represents the loss recognized on the sale of fixed assets and cable systems.

In October 2010, the Company sold systems serving approximately 64,900 customers. The assets held for sale are included in prepaid and other current assets at September 30, 2010. The Company does not anticipate a significant gain or loss from the sale of such systems.

Special charges, net

Special charges, net for the three and nine months ended September 30, 2010 and 2009 primarily includes net amounts received or paid in litigation settlements and severance charges.

12. Reorganization Items, Net

Reorganization items, net is presented separately in the accompanying condensed consolidated statements of operations and represents items of income, expense, gain or loss that are realized or incurred by the Company because it was in reorganization under Chapter 11 of the U.S. Bankruptcy Code.

(dollars in millions, except per share amounts and where indicated)

Reorganization items, net consisted of the following items for the three and nine months ended September 30, 2010 and 2009.

	Three Months Ended		Nine Months Ended	
	Successor September 30, 2010	Predecessor September 30, 2009	Successor September 30, 2010	Predecessor September 30, 2009
Penalty interest, net	$ --	$ 136	$ --	$ 257
Loss on debt at allowed claim amount	--	--	--	97
Professional fees	1	58	6	145
Paul Allen management fee settlement – related party	--	--	--	11
Other	--	4	--	13
	$ 1	$ 198	$ 6	$ 523

Reorganization items, net consist of adjustments to record liabilities at the allowed claim amounts, including the write off of deferred financing fees, and other expenses directly related to the Company's bankruptcy proceedings. Post-emergence professional fees relate to claim settlements, plan implementation and other transition costs related to the Plan.

13. Income Taxes

All operations are held through Charter Holdco and its direct and indirect subsidiaries. Charter Holdco and the majority of its subsidiaries are generally limited liability companies that are not subject to income tax. However, certain of these limited liability companies are subject to state income tax. In addition, the subsidiaries that are corporations are subject to federal and state income tax. All of the remaining taxable income, gains, losses, deductions and credits of Charter Holdco are passed through to its members.

In connection with the Plan, Charter, Charter Investment Inc. ("CII"), Mr. Allen and Charter Holdco entered into an exchange agreement (the "Exchange Agreement"), pursuant to which CII had the right to require Charter to (i) exchange all or a portion of CII's membership interest in Charter Holdco or 100% of CII for $1,000 in cash and shares of Charter's Class A common stock in a taxable transaction, or (ii) merge CII with and into Charter, or a wholly-owned subsidiary of Charter, in a tax-free transaction (or undertake a tax-free transaction similar to the taxable transaction in subclause (i)), subject to CII meeting certain conditions. In addition, Charter had the right, under certain circumstances involving a ch ange of control of Charter to require CII to effect an exchange transaction of the type elected by CII from subclauses (i) or (ii) above, which election was subject to certain limitations.

Based upon a taxable exchange which occurred on December 28, 2009, CII fulfilled the conditions necessary to allow it to elect a tax-free transaction at any time during the remaining term of the Exchange Agreement. On February 8, 2010, the remaining 0.19% Charter Holdco interest was exchanged for 212,923 shares of Charter's Class A common stock in a non-taxable transaction after which Charter Holdco became 100% owned by Charter. As a result of this transaction, Charter recorded the tax attributes previously attributed to the CII noncontrolling interest which increased net deferred tax liabilities by approximately $109 million. The $109 million is the result of an overall increase in the gross deferred tax liability of $259 million a nd a corresponding reduction of valuation allowance of $150 million. The combined net effects of this transaction were recorded in the financial statements as a $178 million reduction of additional paid-in capital and a $69 million reduction of income tax expense for the nine months ended September 30, 2010.

For the three and nine months ended September 30, 2010 (Successor), the Company recorded $109 million and $211 million of income tax expense, respectively.Income tax expense was recognized through increases in deferred tax liabilities related to Charter’s investment in Charter Holdco, and certain of Charter’s indirect subsidiaries, in addition to current federal and state income tax expense. Income tax expense for the three and nine months ended September 30, 2010 includes $23 million related primarily to changes in estimates on the 2009 tax provision. Income tax expense for the nine months ended September 30, 2010 was reduced by $69 million related to the reduction of the valuation allowance in connection with the exchange transaction discussed above. For the three and nine months ended September 30, 2009 (Predecessor), the Company recorded $565 million and $444 million of income tax benefit, respectively.Income tax benefit for the three and n ine months ended September 30, 2009 included $625 million of deferred tax benefit related to the impairment of franchises.

As of September 30, 2010 and December 31, 2009, the Company had net deferred income tax liabilities of approximately $689 million and $306 million, respectively. Included in these net deferred tax liabilities is approximately $221 million and $213 million of net deferred tax liabilities at September 30, 2010 and December 31, 2009, respectively, relating to certain indirect subsidiaries of Charter Holdco that file separate income tax returns. The remainder of the Company’s net deferred tax liability arose from Charter’s investment in Charter Holdco, and was largely attributable to the characterization of franchises for financial reporting purposes as indefinite-lived.

During the three months ended September 30, 2010, the Company recorded a new unrecognized tax benefit of $198 million related to a tax position for which the ultimate deductibility is highly certain, but for which there is uncertainty about the character of the deductibility. The change in character of the deduction would not affect the annual effective tax rate after consideration of valuation allowance.

No tax years for Charter or Charter Holdco are currently under examination by the Internal Revenue Service. Tax years ending 2006 through 2009 remain subject to examination and assessment. Years prior to 2006 remain open solely for purposes of examination of Charter’s net operating loss and credit carryforwards.

14. Related Party Transactions

The following sets forth certain transactions in which the Company and the directors, executive officers, and affiliates of the Company are involved. Unless otherwise disclosed, management believes each of the transactions described below was on terms no less favorable to the Company than could have been obtained from independent third parties.

9 OM, Inc. (Formerly known as Digeo, Inc.)

Mr. Allen, through his 100% ownership of Vulcan Ventures Incorporated (“Vulcan Ventures”), owns a majority interest in 9 OM, Inc. (formerly known as Digeo, Inc.) on a fully-converted fully-diluted basis. However, in October 2009, substantially all of 9 OM, Inc.'s assets were sold to ARRIS Group, Inc., an unrelated third party. Ms. Jo Lynn Allen was a director of Charter and is a director and Vice President of Vulcan Ventures. Mr. Lance Conn is a director of Charter and was Executive Vice President of Vulcan Ventures until his resignation in May 2009. Charter Operating owns a de minimus percentage of 9 OM, Inc.'s stock and did not receive any proceeds from the sale of assets to the ARRIS Group, Inc.

In May 2008, Charter Operating entered into an agreement with 9 OM, LLC (formerly known as Digeo Interactive, LLC), a subsidiary of 9 OM, Inc., for the minimum purchase of high-definition DVR units for approximately $21 million. This minimum purchase commitment is subject to reduction as a result of certain specified events such as the failure to deliver units timely and catastrophic failure. The software for these units is being supplied under a software license agreement with 9 OM, LLC; the cost of which is expected to be approximately $2 million for the initial licenses and on-going maintenance fees of approximately $0.3 million annually, subject to reduction to coincide with any reduction in the minimum purchase commitment. For the three and nine months ended September 30, 2009 (Predecessor), the Company purchased approximately $4 million and $15 million, respectively, of DVR units from 9 OM, LLC under these agreements.

CC VIII Interest

For the nine months ended September 30, 2009 (Predecessor), pursuant to indemnification provisions in the October 2005 settlement with Mr. Allen regarding the CC VIII, LLC (“CC VIII”) interest, the Company reimbursed Vulcan Inc. approximately $3 million in legal expenses.

Allen Agreement

In connection with the Plan, Charter, Mr. Allen and CII entered into a separate restructuring agreement (as amended, the “Allen Agreement”), in settlement and compromise of their legal, contractual and equitable rights, claims and remedies against Charter and its subsidiaries. In addition to any amounts received by virtue of CII’s holding other claims against Charter and its subsidiaries, on the Effective Date, CII was issued 2.2 million shares of the new Charter Class B common stock equal to 2% of the equity value of Charter, after giving effect to the equity rights offering, but prior to issuance of warrants and equity-based awards provided for by the Plan and 35% (determined on a fully diluted basis) of the total voting power of all new capital stock of Charter. Each share of new Charter Class B co mmon stock is convertible, at the option of the holder, into one share of new Charter Class A common stock, and is subject to significant restrictions on transfer and conversion. Certain holders of new Charter Class A common stock (and securities convertible into or exercisable or exchangeable therefore) and new Charter Class B common stock received certain customary registration rights with respect to their shares. On the Effective Date, CII received: (i) 4.7 million warrants to purchase shares of new Charter Class A common stock, (ii) $85 million principal amount of new CCH II, LLC (“CCH II”) notes (transferred from CCH I, LLC (“CCH I”) noteholders), (iii) $25 million in cash for amounts previously owed to CII under a management agreement, (iv) $20 million in cash for reimbursement of fees and expenses in connection with the Plan, and (v) an additional $150 million in cash. The warrants described above have an exercise price of $19.80 per share and expire seven years after the date of issuance. In addition, on the Effective Date, CII retained a minority equity interest in reorganized Charter Holdco of 1% and a right to exchange such interest into new Charter Class A common stock. On December 28, 2009, CII exchanged 81% of its interest in Charter Holdco, and on February 8, 2010 the remaining interest was exchanged after which Charter Holdco became 100% owned by Charter. Further, Mr. Allen transferred his preferred equity interest in CC VIII to Charter. Mr. Allen has the right to elect up to four of Charter's eleven board members pursuant to his ownership of Charter Class B common stock.

15. Contingencies

On August 28, 2008, a lawsuit was filed against Charter and Charter Communications, LLC (“Charter LLC”) in the United States District Court for the Western District of Wisconsin (now entitled, *Marc Goodell et al. v. Charter Communications, LLC and Charter Communications, Inc.*). The plaintiffs sought to represent a class of current and former broadband, system and other types of technicians who are or were employed by Charter or Charter LLC in the states of Michigan, Minnesota, Missouri or California. Plaintiffs allege that Charter and Charter LLC violated certain wage and hour statutes of those four states by failing to pay technicians for all hours worked. In May 2010, the parties entered a settlement agreement disposing of all claim s, including those potential wage and hour claims for potential class members in additional states beyond the four identified above. On September 24, 2010, the court granted final approval of the settlement. The Company has accrued expected settlement costs associated with this case. The Company has been subjected, in the normal course of business, to the assertion of other wage and hour claims and could be subjected to additional such claims in the future. The Company cannot predict the outcome of any such claims.

On March 27, 2009, Charter filed its chapter 11 petition in the United States Bankruptcy Court for the Southern District of New York. On the same day, JPMorgan Chase Bank, N.A., (“JPMorgan”), for itself and as Administrative Agent under the Charter Operating Credit Agreement, filed an adversary proceeding (the “JPMorgan Adversary Proceeding”) in Bankruptcy Court against Charter Operating and CCO Holdings seeking a declaration that there were events of default under the Charter Operating Credit Agreement. JPMorgan, as well as other parties, objected to the Plan. The Bankruptcy Court jointly held 19 days of trial in the JPMorgan Adversary Proceeding and on the objections to the Plan.

On November 17, 2009, the Bankruptcy Court issued its Order and Opinion confirming the Plan over the objections of JPMorgan and various other objectors. The Court also entered an order ruling in favor of Charter in the JPMorgan Adversary Proceeding. Several objectors attempted to stay the consummation of the Plan, but those motions were denied by the Bankruptcy Court and the U.S. District Court for the Southern District of New York. Charter consummated the Plan on November 30, 2009 and reinstated the Charter Operating Credit Agreement and certain other debt of its subsidiaries.

Six appeals were filed relating to confirmation of the Plan. The parties initially pursuing appeals were: (i) JPMorgan; (ii) Wilmington Trust Company ("Wilmington Trust") (as indenture trustee for the holders of the 8% Senior Second Lien Notes due 2012 and 8.375% senior second lien notes due 2014 issued by and among Charter Operating and Charter Communications Operating Capital Corp. and the 10.875% senior second lien notes due 2014 issued by and among Charter Operating and Charter Communications Operating Capital Corp.); (iii) Wells Fargo Bank, N.A. ("Wells Fargo") (in its capacities as successor Administrative Agent and successor Collateral Agent for the third lien prepetition secured lenders to CCO Holdings under the CCO Holdings credit facility); (iv) Law Debenture Trust Comp any of New York ("Law Debenture Trust") (as the Trustee with respect to the $479 million in aggregate principal amount of 6.50% convertible senior notes due 2027 issued by Charter which are no longer outstanding following consummation of the Plan); (v) R2 Investments, LDC ("R2 Investments") (an equity interest holder in Charter); and (vi) certain plaintiffs representing a putative class in a securities action against three former Charter officers or directors filed in the United States District Court for the Eastern District of Arkansas (Iron Workers Local No. 25 Pension Fund, Indiana Laborers Pension Fund, and Iron Workers District Council of Western New York and Vicinity Pension Fund, in the action styled *Iron Workers Local No. 25 Pension Fund v. Allen, et al.*, Case No. 4:09-cv-00405-JLH (E.D. Ark.).

Charter Operating amended its senior secured credit facilities effective March 31, 2010. In connection with the closing of these amendments, each of Bank of America, N.A. and JPMorgan, for itself and on behalf of the lenders under the Charter Operating senior secured credit facilities, agreed to dismiss the pending appeal of the Company's Confirmation Order pending before the District Court for the Southern District of New York and to waive any objections to the Company's Confirmation Order issued by the United States Bankruptcy Court for the Southern District of New York. The lenders filed their Stipulation of that dismissal and waiver of objections and it was signed by the judge on April 1, 2010 and the case dismissed. On December 3, 2009, Wilmington Trust withdrew its notice of appeal.□ 60; On April 14, 2010, Wells Fargo filed their Stipulation of Dismissal of their appeal on behalf of the lenders under the CCO Holdings credit facility. This Stipulation was signed by the judge on April 19, 2010 and the case dismissed. The remaining appeals by Law Debenture Trust, R2 Investments and the securities plaintiffs are in the briefing phase. The Company cannot predict the ultimate outcome of the appeals.

The Company is party to lawsuits and claims that arise in the ordinary course of conducting its business. The ultimate outcome of these other legal matters pending against the Company cannot be predicted, and although such lawsuits and claims are not expected individually to have a material adverse effect on the Company's consolidated financial condition, results of operations or liquidity, such lawsuits could have, in the aggregate, a material adverse effect on the Company's consolidated financial condition, results of operations or liquidity.

16. Stock Compensation Plans

In accordance with the Plan, the Company's board of directors adopted the Charter Communications, Inc. 2009 Stock Incentive Plan (the "2009 Stock Plan"). The 2009 Stock Plan provides for grants of nonqualified stock options, incentive stock options, stock appreciation rights, dividend equivalent rights, performance units and performance shares, share awards, phantom stock, restricted stock units and restricted stock. Directors, officers and other employees of the Company and its subsidiaries, as well as others performing consulting services for the Company, are eligible for grants under the 2009 Stock Plan.

In 2009, the majority of restricted stock and performance units and shares previously outstanding were voluntarily forfeited by participants without termination of the service period, and the remaining, along with all stock options, were cancelled on the Effective Date.

The Plan included an allocation of not less than 3% of new equity for employee grants with 50% of the allocation to be granted within thirty days of the Company's emergence from bankruptcy. In December 2009, the Company's board of directors authorized 8 million shares under the 2009 Stock Plan and awarded to certain employees 2 million shares of restricted stock, one-third of which are to vest on each of the first three anniversaries of the Effective Date. Such grant of new awards is deemed to be a modification of old awards and will be accounted for as a modification of the original awards. As a result, unamortized compensation cost of $12 million was added to the cost of the new award and will be amortized over the vesting period.

During the three and nine months ended September 30, 2010 (Successor), the Company granted 800 and 42,800 shares of restricted stock, respectively, and 1.3 million stock options. Restricted stock vests annually over a one to three-year period beginning from the date of grant. Stock options vest annually over four years from the grant date and expire ten years from the grant date. As of September 30, 2010, total unrecognized compensation remaining to be recognized in future periods totaled $40 million for restricted stock and $19 million for stock options.

During the three and nine months ended September 30, 2009 (Predecessor), no equity awards were granted; however, Charter granted $0.2 million and $12 million of performance cash and restricted cash under Charter’s 2009 incentive program, respectively.

The Company recorded $7 million and $6 million of stock compensation expense for the three months ended September 30, 2010 (Successor) and 2009 (Predecessor), respectively, and $17 million and $23 million for the nine months ended September 30, 2010 (Successor) and 2009 (Predecessor), respectively, which is included in selling, general, and administrative expense.

17. Consolidating Schedules

The CCO Holdings notes issued on April 28, 2010 and September 27, 2010 and the CCO Holdings credit facility are obligations of CCO Holdings. The CCH II notes issued on the Effective Date are obligations of CCH II. However, these obligations are also jointly, severally, fully and unconditionally guaranteed on an unsecured senior basis by Charter.

The accompanying condensed consolidating financial information has been prepared and presented pursuant to SEC Regulation S-X Rule 3-10, *Financial Statements of Guarantors and Affiliates Whose Securities Collateralize an Issue Registered or Being Registered.* This information is not intended to present the financial position, results of operations and cash flows of the individual companies or groups of companies in accordance with generally accepted accounting principles. Condensed consolidating financial statements as of September 30, 2010 and December 31, 2009 and for the nine months ended September 30, 2010 and 2009 follow.

(dollars in millions, except per share amounts and where indicated)

Charter Communications, Inc.
Condensed Consolidating Balance Sheet
Successor
As of September 30, 2010

	Charter	Intermediate Holding Companies	CCH II	CCO Holdings	Charter Operating and Subsidiaries	Eliminations	Charter Consolidated
ASSETS							
CURRENT ASSETS:							
Cash and cash equivalents	$ --	$ --	$ 3	$ 2	$ 650	$ --	$ 655
Restricted cash and cash equivalents	--	--	--	--	27	--	27
Accounts receivable, net	--	1	--	--	240	--	241
Receivables from related party	77	167	6	7	--	(257)	--
Prepaid expenses and other current assets	2	17	--	--	77	--	96
Total current assets	79	185	9	9	994	(257)	1,019
INVESTMENT IN CABLE PROPERTIES:							
Property, plant and equipment, net	--	35	--	--	6,832	--	6,867
Franchises	--	--	--	--	5,257	--	5,257
Customer relationships, net	--	--	--	--	2,081	--	2,081
Goodwill	--	--	--	--	951	--	951
Total investment in cable properties, net	--	35	--	--	15,121	--	15,156
CC VIII PREFERRED INTEREST	76	176	--	--	--	(252)	--
INVESTMENT IN SUBSIDIARIES	1,850	1,376	3,214	5,876	--	(12,316)	--
LOANS RECEIVABLE – RELATED PARTY	--	42	248	252	--	(542)	--
OTHER NONCURRENT ASSETS	--	160	--	45	157	(2)	360
Total assets	$ 2,005	$ 1,974	$ 3,471	$ 6,182	$ 16,272	$ (13,369)	$ 16,535
LIABILITIES AND SHAREHOLDERS'/MEMBER'S EQUITY							
CURRENT LIABILITIES:							
Accounts payable and accrued expenses	$ 12	$ 120	$ 29	$ 57	$ 797	$ --	$ 1,015
Current portion of long-term debt	--	--	--	--	589	--	589
Payables to related party	--	--	--	--	257	(257)	--
Total current liabilities	12	120	29	57	1,643	(257)	1,604
LONG-TERM DEBT	--	--	2,066	2,911	7,608	--	12,585
LOANS PAYABLE – RELATED PARTY	--	--	--	--	542	(542)	--
OTHER LONG-TERM LIABILITIES	468	4	--	--	351	--	823
Shareholders'/Member's equity	1,525	1,850	1,376	3,214	5,876	(12,318)	1,523
Noncontrolling interest	--	--	--	--	252	(252)	--
Total shareholders'/member's equity	1,525	1,850	1,376	3,214	6,128	(12,570)	1,523
Total liabilities and shareholders'/member's equity	$ 2,005	$ 1,974	$ 3,471	$ 6,182	$ 16,272	$ (13,369)	$ 16,535

(dollars in millions, except per share amounts and where indicated)

Charter Communications, Inc.
Condensed Consolidating Balance Sheet
Successor
As of December 31, 2009

	Charter	Intermediate Holding Companies	CCH II	CCO Holdings	Charter Operating and Subsidiaries	Eliminations	Charter Consolidated
ASSETS							
CURRENT ASSETS:							
Cash and cash equivalents	$ 185	$ 12	$ 6	$ --	$ 506	$ --	$ 709
Restricted cash and cash equivalents	18	--	--	--	27	--	45
Accounts receivable, net	--	1	--	--	247	--	248
Receivables from related party	41	178	1	5	--	(225)	--
Prepaid expenses and other current assets	--	24	--	--	45	--	69
Total current assets	244	215	7	5	825	(225)	1,071
INVESTMENT IN CABLE PROPERTIES:							
Property, plant and equipment, net	--	36	--	--	6,797	--	6,833
Franchises	--	--	--	--	5,272	--	5,272
Customer relationships, net	--	--	--	--	2,335	--	2,335
Goodwill	--	--	--	--	951	--	951
Total investment in cable properties, net	--	36	--	--	15,355	--	15,391
CC VIII PREFERRED INTEREST	68	157	--	--	--	(225)	--
INVESTMENT IN SUBSIDIARIES	1,853	1,414	3,280	4,158	--	(10,705)	--
LOANS RECEIVABLE – RELATED PARTY	--	13	239	242	--	(494)	--
OTHER NONCURRENT ASSETS	--	160	--	--	38	(2)	196
Total assets	$ 2,165	$ 1,995	$ 3,526	$ 4,405	$ 16,218	$ (11,651)	$ 16,658
LIABILITIES AND SHAREHOLDERS'/MEMBER'S EQUITY							
CURRENT LIABILITIES:							
Accounts payable and accrued expenses	$ 8	$ 134	$ 20	$ 9	$ 727	$ --	$ 898
Current portion of long-term debt	--	--	--	--	70	--	70
Payables to related party	--	--	--	--	225	(225)	--
Total current liabilities	8	134	20	9	1,022	(225)	968
LONG-TERM DEBT	--	--	2,092	1,116	10,044	--	13,252
LOANS PAYABLE – RELATED PARTY	--	--	--	--	494	(494)	--
OTHER LONG-TERM LIABILITIES	239	6	--	--	275	--	520
Shareholders'/Member's equity	1,918	1,853	1,414	3,280	4,158	(10,707)	1,916
Noncontrolling interest	--	2	--	--	225	(225)	2
Total shareholders'/member's equity	1,918	1,855	1,414	3,280	4,383	(10,932)	1,918
Total liabilities and shareholders'/member's equity	$ 2,165	$ 1,995	$ 3,526	$ 4,405	$ 16,218	$ (11,651)	$ 16,658

(dollars in millions, except per share amounts and where indicated)

**Charter Communications, Inc.
Condensed Consolidating Statement of Operations
Successor
For the nine months ended September 30, 2010**

	Charter	Intermediate Holding Companies	CCH II	CCO Holdings	Charter Operating and Subsidiaries	Eliminations	Charter Consolidated
REVENUES	$ 26	$ 85	$ --	$ --	$ 5,275	$ (111)	$ 5,275
COSTS AND EXPENSES:							
Operating (excluding depreciation and amortization)	--	--	--	--	2,317	--	2,317
Selling, general and administrative	26	85	--	--	1,060	(111)	1,060
Depreciation and amortization	--	--	--	--	1,134	--	1,134
Other operating expenses, net	--	--	--	--	19	--	19
	26	85	--	--	4,530	(111)	4,530
Income from operations	--	--	--	--	745	--	745
OTHER INCOME (EXPENSES):							
Interest expense, net	--	1	(147)	(87)	(412)	--	(645)
Reorganization items, net	--	--	--	--	(6)	--	(6)
Loss on extinguishment of debt	--	--	--	(17)	(21)	--	(38)
Other income, net	3	--	--	--	--	--	3
Equity in income of subsidiaries	33	13	160	264	--	(470)	--
	36	14	13	160	(439)	(470)	(686)
Income before income taxes	36	14	13	160	306	(470)	59
INCOME TAX EXPENSE	(196)	--	--	--	(15)	--	(211)
Consolidated net income (loss)	(160)	14	13	160	291	(470)	(152)
Less: Net (income) loss – noncontrolling interest	8	19	--	--	(27)	--	--
Net income (loss)	$ (152)	$ 33	$ 13	$ 160	$ 264	$ (470)	$ (152)

(dollars in millions, except per share amounts and where indicated)

Charter Communications, Inc.
Condensed Consolidating Statement of Operations
Predecessor
For the nine months ended September 30, 2009

	Charter	Intermediate Holding Companies	CCH II	CCO Holdings	Charter Operating and Subsidiaries	Eliminations	Charter Consolidated
REVENUES	$ 13	$ 88	$ --	$ --	$ 5,045	$ (101)	$ 5,045
COSTS AND EXPENSES:							
Operating (excluding depreciation and amortization)	--	--	--	--	2,174	--	2,174
Selling, general and administrative	13	88	--	--	1,034	(101)	1,034
Depreciation and amortization	--	--	--	--	977	--	977
Impairment of franchises	--	--	--	--	2,854	--	2,854
Other operating expenses, net	--	--	--	--	(38)	--	(38)
	13	88	--	--	7,001	(101)	7,001
Loss from operations	--	--	--	--	(1,956)	--	(1,956)
OTHER INCOME (EXPENSES):							
Interest expense, net (excluding unrecorded contractual interest of $421)	--	(204)	(190)	(56)	(435)	--	(885)
Reorganization items, net	--	(55)	(27)	(14)	(427)	--	(523)
Other expense, net	--	--	--	--	(3)	--	(3)
Equity in losses of subsidiaries	(1,728)	(2,960)	(2,743)	(2,673)	--	10,104	--
	(1,728)	(3,219)	(2,960)	(2,743)	(865)	10,104	(1,411)
Loss before income taxes	(1,728)	(3,219)	(2,960)	(2,743)	(2,821)	10,104	(3,367)
INCOME TAX BENEFIT	376	--	--	--	68	--	444
Consolidated net loss	(1,352)	(3,219)	(2,960)	(2,743)	(2,753)	10,104	(2,923)
Less: Net loss – noncontrolling interest	--	1,491	--	--	80	--	1,571
Net loss	$ (1,352)	$ (1,728)	$ (2,960)	$ (2,743)	$ (2,673)	$ 10,104	$ (1,352)

(dollars in millions, except per share amounts and where indicated)

Charter Communications, Inc.
Condensed Consolidating Statement of Cash Flows
Successor
For the nine months ended September 30, 2010

	Charter	Intermediate Holding Companies	CCH II	CCO Holdings	Charter Operating and Subsidiaries	Eliminations	Charter Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES:							
Consolidated net income (loss)	$ (160)	$ 14	$ 13	$ 160	$ 291	$ (470)	$ (152)
Adjustments to reconcile net income (loss) to net cash flows from operating activities:							
Depreciation and amortization	--	--	--	--	1,134	--	1,134
Noncash interest expense	--	--	(26)	8	72	--	54
Loss on extinguishment of debt	--	--	--	15	20	--	35
Deferred income taxes	196	--	--	--	8	--	204
Equity in income of subsidiaries	(33)	(13)	(160)	(264)	--	470	--
Other, net	(2)	2	--	--	20	--	20
Changes in operating assets and liabilities:							
Accounts receivable	--	--	--	--	7	--	7
Prepaid expenses and other assets	(2)	7	--	--	10	--	15
Accounts payable, accrued expenses and other	1	(17)	9	47	65	--	105
Receivables from and payables to related party	(20)	(7)	(14)	(11)	52	--	--
Net cash flows from operating activities	(20)	(14)	(178)	(45)	1,679	--	1,422
CASH FLOWS FROM INVESTING ACTIVITIES:							
Purchases of property, plant and equipment	--	--	--	--	(948)	--	(948)
Change in accrued expenses related to capital expenditures	--	--	--	--	(7)	--	(7)
Investment in subsidiary	(45)	(77)	(5)	(1,697)	--	1,824	--
Distributions from subsidiary	--	--	167	177	--	(344)	--
Loans to subsidiaries	--	(30)	--	--	--	30	--
Other, net	--	--	--	--	(7)	--	(7)
Net cash flows from investing activities	(45)	(107)	162	(1,520)	(962)	1,510	(962)
CASH FLOWS FROM FINANCING ACTIVITIES:							
Borrowings of long-term debt	--	--	--	2,600	157	--	2,757
Borrowings from parent companies	--	--	--	--	30	(30)	--
Repayments of long-term debt	--	--	--	(826)	(2,244)	--	(3,070)
Repayment of preferred stock	(138)	--	--	--	--	--	(138)
Payments for debt issuance costs	--	--	--	(45)	(31)	--	(76)
Contribution from parent	--	109	13	5	1,697	(1,824)	--
Distributions to parent	--	--	--	(167)	(177)	344	--
Other, net	--	--	--	--	(5)	--	(5)
Net cash flows from financing activities	(138)	109	13	1,567	(573)	(1,510)	(532)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(203)	(12)	(3)	2	144	--	(72)
CASH AND CASH EQUIVALENTS, beginning of period	203	12	6	--	533	--	754
CASH AND CASH EQUIVALENTS, end of period	$ --	$ --	$ 3	$ 2	$ 677	$ --	$ 682

(dollars in millions, except per share amounts and where indicated)

Charter Communications, Inc.
Condensed Consolidating Statement of Cash Flows
Predecessor
For the nine months ended September 30, 2009

	Charter	Intermediate Holding Companies	CCH II	CCO Holdings	Charter Operating and Subsidiaries	Eliminations	Charter Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES:							
Consolidated net loss	$ (1,352)	$ (3,219)	$ (2,960)	$ (2,743)	$ (2,753)	$ 10,104	$ (2,923)
Adjustments to reconcile net loss to net cash flows from operating activities:							
Depreciation and amortization	--	--	--	--	977	--	977
Impairment of franchises	--	--	--	--	2,854	--	2,854
Noncash interest expense	--	10	7	2	16	--	35
Noncash reorganization items, net	--	56	(7)	--	106	--	155
Deferred income taxes	(375)	--	--	--	(76)	--	(451)
Equity in income of subsidiaries	1,728	2,960	2,743	2,673	--	(10,104)	--
Other, net	--	(1)	--	--	33	--	32
Changes in operating assets and liabilities:							
Accounts receivable	--	(1)	--	--	12	--	11
Prepaid expenses and other assets	--	(11)	--	--	(26)	--	(37)
Accounts payable, accrued expenses and other	(7)	187	224	61	(110)	--	355
Receivables from and payables to related party, including deferred management fees	6	26	(8)	(8)	(16)	--	--
Net cash flows from operating activities	--	7	(1)	(15)	1,017	--	1,008
CASH FLOWS FROM INVESTING ACTIVITIES:							
Purchases of property, plant and equipment	--	--	--	--	(819)	--	(819)
Change in accrued expenses related to capital expenditures	--	--	--	--	(18)	--	(18)
Other, net	--	--	--	--	(4)	--	(4)
Net cash flows from investing activities	--	--	--	--	(841)	--	(841)
CASH FLOWS FROM FINANCING ACTIVITIES:							
Repayments of long-term debt	--	--	--	--	(52)	--	(52)
Repayments to parent companies	--	--	--	75	(75)	--	--
Net cash flows from financing activities	--	--	--	75	(127)	--	(52)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	--	7	(1)	60	49	--	115
CASH AND CASH EQUIVALENTS, beginning of period	--	7	5	2	946	--	960
CASH AND CASH EQUIVALENTS, end of period	$ --	$ 14	$ 4	$ 62	$ 995	$ --	$ 1,075

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

General

Charter Communications, Inc. ("Charter") is a holding company whose principal asset at September 30, 2010 is a 100% common equity interest in Charter Communications Holding Company, LLC ("Charter Holdco"). Charter Holdco is the sole owner of Charter's subsidiaries where the underlying operations reside.

We are a broadband communications company operating in the United States with approximately 5.2 million customers at September 30, 2010. We offer our customers traditional cable video programming (basic and digital, which we refer to as "video" service), high-speed Internet access, and telephone services, as well as advanced broadband services (such as OnDemand, high definition television service and DVR).

Overview

For the three months ended September 30, 2010 and 2009, adjusted earnings before interest expense, income taxes, depreciation and amortization ("Adjusted EBITDA") was $632 million and $606 million, respectively, and for each of the nine months ended September 30, 2010 and 2009, Adjusted EBITDA was $1.9 billion. See "—Use of Adjusted EBITDA and Free Cash Flow" for further information on Adjusted EBITDA and free cash flow. Adjusted EBITDA increased as a result of continued growth in high-speed Internet and telephone customers combined with growth in our commercial services and advertising sales businesses. For the three and nine months ended September 30, 2010, our income from operations was $240 million and $745 million, respectively, and for the three and nine months ended September 30, 2009, our loss from operations was $2.6 billion and $2.0 billion, respectively. The loss from operations for the three and nine months ended September 30, 2009 as compared to the income from operations for the three and nine months ended September 30, 2010 is primarily due to impairment of franchises incurred during the third quarter of 2009 that did not recur in 2010.

We believe that continued competition and the weakened economic conditions in the United States, including a continued downturn in the housing market over the past year and high unemployment levels, have adversely affected consumer demand for our services. In addition, we believe these factors have contributed to an increase in the number of homes that replace their traditional telephone service with wireless service thereby impacting the growth of our telephone business. These conditions have affected our net customer additions and revenue growth during 2010. If these conditions do not improve, we believe the growth of our business and results of operations will be further adversely affected which may contribute to future impairments of our franchises and goodwill.

The following table summarizes our customer statistics for basic video, digital video, residential high-speed Internet, and residential telephone as of September 30, 2010 and 2009:

	Approximate as of	
	September 30, 2010 (a)	September 30, 2009 (a)
Residential (non-bulk) basic video customers (b)	4,399,900	4,616,100
Multi-dwelling (bulk) and commercial unit customers (c)	252,800	263,000
Total basic video customers (b)(c)	4,652,700	4,879,100
Digital video customers (d)	3,379,300	3,174,800
Residential high-speed Internet customers (e)	3,238,700	3,010,100
Residential telephone customers (f)	1,688,000	1,499,800
Total Revenue Generating Units (g)	12,958,700	12,563,800

After giving effect to sales of cable systems in 2009 and 2010, basic video customers, digital video customers, high-speed Internet customers and telephone customers would have been approximately 4,873,100, 3,172,900, 3,010,500, and 1,499,800, respectively, as of September 30, 2009.

(a) We calculate the aging of customer accounts based on the monthly billing cycle for each account. On that basis, at September 30, 2010 and 2009, customers include approximately 14,400 and 33,300 persons, respectively, whose accounts were over 60 days past due in payment, approximately 1,900 and 5,700 persons, respectively, whose accounts were over 90 days past due in payment, and approximately 1,100 and 2,500 persons, respectively, of which were over 120 days past due in payment.

(b) "Basic video customers" include all residential customers who receive video cable services.

(c) Included within "basic video customers" are those in commercial and multi-dwelling structures, which are calculated on an equivalent bulk unit ("EBU") basis. We calculate EBUs by dividing the bulk price charged to accounts in an area by the published rate charged to non-bulk residential customers in that market for the comparable tier of service rather than the most prevalent price charged. This EBU method of estimating basic video customers is consistent with the methodology used in determining costs paid to programmers and is consistent with the methodology used by other multiple system operators ("MSOs"). As we increase our published video rates to residential customers without a corresponding increase in the prices charged to commercial service or multi-dwelling customers, our EBU count will decline even if there is no real loss in commercial service or multi-dwel ling customers.

(d) "Digital video customers" include all basic video customers that have one or more digital set-top boxes or cable cards deployed.

(e) "Residential high-speed Internet customers" represent those residential customers who subscribe to our high-speed Internet service.

(f) "Residential telephone customers" represent those residential customers who subscribe to our telephone service.

(g) "Revenue generating units" represent the sum total of all basic video, digital video, high-speed Internet and telephone customers, not counting additional outlets within one household. For example, a customer who receives two types of service (such as basic video and digital video) would be treated as two revenue generating units and, if that customer added on high-speed Internet service, the customer would be treated as three revenue generating units. This statistic is computed in accordance with the guidelines of the National Cable & Telecommunications Association ("NCTA").

We have a history of net losses. For the three months ended September 30, 2010 and 2009, our consolidated net losses were $95 million and $2.4 billion, respectively, and for the nine months ended September 30, 2010 and 2009, our consolidated net losses were $152 million and $2.9 billion, respectively. Our net losses are principally attributable to insufficient revenue to cover the combination of operating expenses, interest expenses that we incur because of our debt, depreciation expenses resulting from the capital investments we have made and continue to make in our cable properties, and in 2010, amortization expenses resulting from the application of fresh start accounting and in 2009, impairment of franchises. The Plan resulted in the reduction of the principal amount of our debt by approximately $8 billion, reducing our interest expense by approximately $830 million annually.

Emergence from Reorganization Proceedings

On March 27, 2009, we and certain affiliates filed voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") to reorganize under Chapter 11 of the United States Code (the "Bankruptcy Code"). The Chapter 11 cases were jointly administered under the caption In re Charter Communications, Inc., et al., Case No. 09-11435. On May 7, 2009, we filed a Joint Plan of Reorganization (the "Plan") and a related disclosure statement with the Bankruptcy Court. The Plan was confirmed by order of the Bankruptcy Court on November 17, 2009 ("Confirmation Order"), and became effective on November 30, 2009 (the "Effective Date"), the date on which we emerged from protection under Chapter 11 of the Bankruptcy Code.< /font>

Upon our emergence from bankruptcy, we adopted fresh start accounting. This resulted in us becoming a new entity on December 1, 2009, with a new capital structure, a new accounting basis in the identifiable assets and liabilities assumed and no retained earnings or accumulated losses. Accordingly, the consolidated financial statements on or after December 1, 2009 are not comparable to the consolidated financial statements prior to that date. The financial statements for the periods prior to November 30, 2009 do not include the effect of any changes in our capital structure or changes in the fair value of assets and liabilities as a result of fresh start accounting.

Critical Accounting Policies and Estimates

For a discussion of our critical accounting policies and the means by which we develop estimates therefore, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2009 Annual Report on Form 10-K.

RESULTS OF OPERATIONS

The following table sets forth the percentages of revenues that items in the accompanying condensed consolidated statements of operations constituted for the periods presented (dollars in millions, except per share data):

	Three Months Ended				Nine Months Ended			
	Successor September 30, 2010		Predecessor September 30, 2009		Successor September 30, 2010		Predecessor September 30, 2009	
REVENUES	$ 1,769	100%	$ 1,693	100%	$ 5,275	100%	$ 5,045	100%
COSTS AND EXPENSES:								
Operating (excluding depreciation and amortization)	788	44%	739	43%	2,317	44%	2,174	43%
Selling, general and administrative	356	20%	354	21%	1,060	20%	1,034	21%
Depreciation and amortization	385	22%	327	19%	1,134	22%	977	19%
Impairment of franchises	--	--	2,854	169%	--	--	2,854	57%
Other operating (income) expenses, net	--	--	10	1%	19	--	(38)	(1%)
	1,529	86%	4,284	253%	4,530	86%	7,001	139%
Income (loss) from operations	240	14%	(2,591)	(153%)	745	14%	(1,956)	(39)%
OTHER INCOME (EXPENSES):								
Interest expense, net (excluding unrecorded contractual interest expense of $206 and $421 for the three and nine months ended September 30, 2009)	(222)		(206)		(645)		(885)	
Reorganization items, net	(1)		(198)		(6)		(523)	
Loss on extinguishment of debt	(3)		--		(38)		--	
Other income (expenses), net	--		--		3		(3)	
	(226)		(404)		(686)		(1,411)	
Income (loss) before income taxes	14		(2,995)		59		(3,367)	
INCOME TAX BENEFIT (EXPENSE)	(109)		565		(211)		444	
Consolidated net loss	(95)		(2,430)		(152)		(2,923)	
Less: Net loss – noncontrolling interest	--		1,395		--		1,571	
Net loss – Charter shareholders	$ (95)		$ (1,035)		$ (152)		$ (1,352)	
LOSS PER COMMON SHARE, BASIC AND DILUTED:								
Net loss – Charter shareholders	$ (0.84)		$ (2.73)		$ (1.34)		$ (3.57)	
Weighted average common shares outstanding, basic and diluted	113,110,889		379,066,320		113,081,242		378,718,134	

Revenues. Average monthly revenue per basic video customer increased to $126 for the three months ended September 30, 2010 from $115 for the three months ended September 30, 2009 and increased to $124 for the nine months ended September 30, 2010 from $113 for the nine months ended September 30, 2009. Average monthly revenue per basic video customer represents total revenue, divided by the number of respective months, divided by the average number of basic video customers during the respective period. Revenue growth primarily reflects increases in the number of high-speed Internet, telephone, and digital video customers, price increases, and incremental video revenues from premium, DVR, and high-definition television services, of fset by a decrease in basic video customers. Asset sales, net of acquisitions in 2009 and 2010, reduced the increase in revenues for the three and nine months ended September 30, 2010 as compared to the three and nine months ended September 30, 2009 by approximately $2 million and $5 million, respectively.

Revenues by service offering were as follows (dollars in millions):

	Successor Three Months Ended September 30, 2010		Predecessor Three Months Ended September 30, 2009		2010 over 2009	
	Revenues	% of Revenues	Revenues	% of Revenues	Change	% Change
Video	$ 918	52%	$ 916	54%	$ 2	--
High-speed Internet	404	23%	371	22%	33	9%
Telephone	208	12%	192	11%	16	8%
Commercial	126	7%	113	7%	13	12%
Advertising sales	75	4%	64	4%	11	17%
Other	38	2%	37	2%	1	3%
	$ 1,769	100%	$ 1,693	100%	$ 76	4%

	Successor Nine Months Ended September 30, 2010		Predecessor Nine Months Ended September 30, 2009		2010 over 2009	
	Revenues	% of Revenues	Revenues	% of Revenues	Change	% Change
Video	$ 2,776	53%	$ 2,772	55%	$ 4	--
High-speed Internet	1,201	23%	1,098	22%	103	9%
Telephone	612	11%	555	11%	57	10%
Commercial	365	7%	330	6%	35	11%
Advertising sales	206	4%	180	4%	26	14%
Other	115	2%	110	2%	5	5%
	$ 5,275	100%	$ 5,045	100%	$ 230	5%

Certain prior year amounts have been reclassified to conform with the 2010 presentation, including the reflection of franchise fees, equipment rental and video customer installation revenue as video revenue, and telephone regulatory fees as telephone revenue, rather than other revenue.

Video revenues consist primarily of revenues from basic and digital video services provided to our non-commercial customers, as well as franchise fees, equipment rental and video installation revenue. Basic video customers decreased by 226,400 customers from September 30, 2009 compared to September 30, 2010, 6,000 of which were related to asset sales. Digital video customers increased by 204,500 during the same period, offset by asset sales of 1,900 customers. The increase in video revenues is attributable to the following (dollars in millions):

	Three months ended September 30, 2010 compared to three months ended September 30, 2009 Increase / (Decrease)	Nine months ended September 30, 2010 compared to nine months ended September 30, 2009 Increase / (Decrease)
Incremental video services and rate adjustments	$ 11	$ 41
Increase in digital video customers	18	44
Decrease in basic video customers	(26)	(77)
Asset sales, net of acquisitions	(1)	(4)
	$ 2	$ 4

Residential high-speed Internet customers grew by 228,600 customers from September 30 2009 to September 30, 2010. The increase in high-speed Internet revenues from our residential customers is attributable to the following (dollars in millions):

	Three months ended September 30, 2010 compared to three months ended September 30, 2009 Increase / (Decrease)	Nine months ended September 30, 2010 compared to nine months ended September 30, 2009 Increase / (Decrease)
Increase in residential high-speed Internet customers	$ 29	$ 83
Rate adjustments and service upgrades	4	20
	$ 33	$ 103

Residential telephone customers grew by 188,200 customers from September 30 2009 to September 30, 2010. The increase in telephone revenues from our residential customers is attributable to the following (dollars in millions):

	Three months ended September 30, 2010 compared to three months ended September 30, 2009 Increase / (Decrease)	Nine months ended September 30, 2010 compared to nine months ended September 30, 2009 Increase / (Decrease)
Increase in residential telephone customers	$ 25	$ 80
Rate adjustments and service upgrades	(9)	(23)
	$ 16	$ 57

Average monthly revenue per telephone customer decreased during the three and nine months ended September 30, 2010 compared to the corresponding period in 2009 due to promotional activity to increase sales of The Charter Bundle®.

Commercial revenues consist primarily of revenues from services provided to our commercial customers. Commercial revenues increased primarily as a result of increased sales of the Charter Business Bundle® and customer relationship growth.

Advertising sales revenues consist primarily of revenues from commercial advertising customers, programmers, and other vendors. Advertising sales revenues for the three and nine months ended September 30, 2010 increased as a result of increases in revenues from all sectors, especially the political and automotive sectors. For each of the three months ended September 30, 2010 and 2009, we received $12 million, and for the nine months ended September 30, 2010 and 2009, we received $33 million and $30 million, respectively, in advertising sales revenues from vendors.

Other revenues consist of home shopping, late payment fees, wire maintenance fees and other miscellaneous revenues. The increase in other revenues for the three and nine months ended September 30, 2010 was primarily the result of increases in home shopping, wire maintenance fees and late payment fees.

Operating expenses. The increase in operating expenses is attributable to the following (dollars in millions):

	Three months ended September 30, 2010 compared to three months ended September 30, 2009 Increase / (Decrease)	Nine months ended September 30, 2010 compared to nine months ended September 30, 2009 Increase / (Decrease)
Programming costs	$ 25	$ 77
Labor costs	11	33
Franchise and regulatory fees	2	12
Commercial services	3	8
Maintenance costs	3	5
Other, net	5	10
Asset sales, net of acquisitions	--	(2)
	$ 49	$ 143

Programming costs were approximately $462 million and $437 million, representing 59% of total operating expenses, for each of the three months ended September 30, 2010 and 2009 and were approximately $1.4 billion and $1.3 billion, representing 59% and 60% of total operating expenses, for the nine months ended September 30, 2010 and 2009, respectively. Programming costs consist primarily of costs paid to programmers for basic, premium, digital, OnDemand, and pay-per-view programming. The increase in programming costs is primarily a result of annual contractual rate adjustments, offset in part by customer losses. Programming costs were also offset by the amortization of payments received from programmers of $4 million and $6 million for the three months ended September 30, 2010 and 2009, respectively, and $12 million and $20 million for the nine months ended September 30, 2010 and 2009, respectively. We expect programming expenses to continue to increase due to a variety of factors, including amounts paid for retransmission consent, annual increases imposed by programmers, and additional programming, including high-definition, OnDemand, and pay-per-view programming, being provided to our customers.

Service labor and commercial services expenses increased as a result of growth in our commercial business and increases in service calls resulting from strategic bandwidth initiatives.

Selling, general and administrative expenses. The increase in selling, general and administrative expenses is attributable to the following (dollars in millions):

	Three months ended September 30, 2010 compared to three months ended September 30, 2009 Increase / (Decrease)	Nine months ended September 30, 2010 compared to nine months ended September 30, 2009 Increase / (Decrease)
Commercial services	$ 6	$ 19
Bad debt and collection costs	(2)	7
Marketing costs	(2)	6
Stock compensation	1	(6)
Other, net	--	1
Asset sales, net of acquisitions	(1)	(1)
	$ 2	$ 26

Depreciation and amortization. Depreciation and amortization expense increased by $58 million and $157 million for the three and nine months ended September 30, 2010, respectively, primarily as a result of increased amortization associated with the increase in customer relationships as a part of applying fresh start accounting.

Impairment of franchises. In the three months ended September 30, 2009, we recorded a preliminary non-cash franchise impairment charge of $2.9 billion which represented our best estimate of the impairment of our franchise assets at that time. The impairment was a result of the continued economic pressure on our customers from the economic downturn along with increased competition and the related impact to our projected future growth rates.

Other operating (income) expenses, net. The change in other operating (income) expense, net is attributable to the following (dollars in millions):

	Three months ended September 30, 2010 compared to three months ended September 30, 2009 Increase / (Decrease)	Nine months ended September 30, 2010 compared to nine months ended September 30, 2009 Increase / (Decrease)
Special charges, net	$ (8)	$ 59
Loss on sales of assets, net	(2)	(2)
	$ (10)	$ 57

The change in special charges in the three and nine months ended September 30, 2010 as compared to the prior period is the result of amounts paid or net amounts received in litigation settlements. For more information, see Note 11 to the accompanying condensed consolidated financial statements contained in “Item 1. Financial Statements.”

Interest expense, net. For the three months ended September 30, 2010 compared to September 30, 2009, net interest expense increased by $16 million, which was primarily a result of the reclassification of realized losses on interest rate swap agreements from accumulated other comprehensive loss into interest expense. The amount of contractual interest expense not recorded on debt subject to compromise as a result of our Chapter 11 bankruptcy filing for the three and nine months ended September 30, 2009 was approximately $206 million and $421 million, respectively. For the nine months ended September 30, 2010 compared to September 30, 2009, net interest expense decreased by $240 million, whi ch was primarily a result of a decrease in average debt outstanding as a result of the completion of our reorganization under Chapter 11 of the U.S. Bankruptcy Code and the related reduction of $8 billion principal amount of debt.

Reorganizations items, net. Reorganization items, net of $1 million and $198 million for the three months ended September 30, 2010 and 2009, respectively, and $6 million and $523 million for the nine months ended September 30, 2010 and 2009, respectively, represent items of income, expense, gain or loss that we realized or incurred related to our reorganization under Chapter 11 of the U.S. Bankruptcy Code. For more information, see Note 12 to the accompanying condensed consolidated financial statements contained in "Item 1. Financial Statements."

Loss on extinguishment of debt. Loss on extinguishment of debt for the nine months ended September 30, 2010 primarily represents the loss recognized on the repurchase of $800 million principal amount of CCO Holdings' 8.75% senior notes due 2013 and $770 million principal amount of Charter Communications Operating, LLC's ("Charter Operating") 8.375% senior second lien notes due 2014. Also included in the loss on extinguishment of debt for the three and nine months ended September 30, 2010 are losses recognized on early repayments of borrowings under portions of the term loans under Charter OperatingR 17;s credit facilities. For more information, see Note 5 to the accompanying condensed consolidated financial statements contained in "Item 1. Financial Statements."

Income tax benefit (expense). Income tax expense was recognized for the three and nine months ended September 30, 2010, through increases in deferred tax liabilities related to our investment in Charter Holdco and certain of our indirect subsidiaries, in addition to current federal and state income tax expense. Income tax expense for the three and nine months ended September 30, 2010 included $23 million related primarily to changes in estimates on the 2009 tax provision. For the nine months ended September 30, 2010, income tax expense also included a $69 million benefit related to the February 8, 2010 Charter Holdco partn ership interest exchange. Income tax benefit was recognized for the three and nine months ended September 30, 2009, through decreases in deferred tax liabilities related to our investment in Charter Holdco and certain of our indirect subsidiaries. Income tax benefit for the three and nine months ended September 30, 2009 included $625 million of deferred tax benefit related to the impairment of franchises.

Net loss – noncontrolling interest. Noncontrolling interest for the three and nine months ended September 30, 2009 represented the allocation of income to Mr. Paul G. Allen's ("Mr. Allen") previous 5.6% membership interests in CC VIII, LLC ("CC VIII") and the allocation of losses to Mr. Allen's noncontrolling interest in Charter Holdco. Mr. Allen has subsequently transferred his CC VIII interest to Charter on the Effective Date of the Plan. On February 8, 2010, Mr. Allen exercised his remaining right to exchange Charter Holdco units for shares of Charter Class A common stock after which Charter Holdco became 100% owned by Charter. See Notes 2 and 7 to the accompanying condense d consolidated financial statements contained in "Item 1. Financial Statements."

Net loss – Charter shareholders. Net loss – Charter shareholders decreased by $940 million, or 91%, for the three months ended September 30, 2010 compared to the three months ended September 30, 2009, and by $1.2 billion, or 89%, for the nine months ended September 30, 2010 compared to the nine months ended September 30, 2009 primarily a result of the factors described above.

Loss per common share. During the three months ended September 30, 2010 compared to the three months ended September 30, 2009, net loss per common share decreased by $1.89, or 69%, and during the nine months ended September 30, 2010 compared to the nine months ended September 30, 2009 net loss per common share decreased by $2.23, or 62%, as a result of the factors described above and a decrease in the number of shares outstanding as a result of our recapitalization upon emergence from Chapter 11 of the U.S. Bankruptcy Code.

Use of Adjusted EBITDA and Free Cash Flow

We use certain measures that are not defined by accounting principles generally accepted in the United States ("GAAP") to evaluate various aspects of our business. Adjusted EBITDA and free cash flow are non-GAAP financial measures and should be considered in addition to, not as a substitute for, net loss and net cash flows from operating activities reported in accordance with GAAP. These terms, as defined by us, may not be comparable to similarly titled measures used by other companies. Adjusted EBITDA and free cash flow are reconciled to consolidated net loss and net cash flows from operating activities, respectively, below.

Adjusted EBITDA is defined as consolidated net loss plus net interest expense, income taxes, depreciation and amortization, impairment of franchises, reorganization items, stock compensation expense, loss on extinguishment of debt, and other expenses, such as special charges and loss on sale or retirement of assets. As such, it eliminates the significant non-cash depreciation and amortization expense that results from the capital-intensive nature of our businesses as well as other non-cash or special items, and is unaffected by our capital structure or investment activities. Adjusted EBITDA is used by management and Charter's board of directors to evaluate the performance of our business. For this reason, it is a significant component of Charter's annual incentive compensation program. However, this measure is limited in that it does not reflect the periodic costs of certain capitalized tangible and intangible assets used in generating revenues and our cash cost of financing. Management evaluates these costs through other financial measures.

Free cash flow is defined as net cash flows from operating activities, less capital expenditures and changes in accrued expenses related to capital expenditures.

We believe that Adjusted EBITDA and free cash flow provide information useful to investors in assessing our performance and our ability to service our debt, fund operations and make additional investments with internally generated funds. In addition, Adjusted EBITDA generally correlates to the leverage ratio calculation under our credit facilities or outstanding notes to determine compliance with the covenants contained in the facilities and notes (all such documents have been previously filed with the United States Securities and Exchange Commission). Adjusted EBITDA includes management fee expenses in the amount of $34 million for each of the three months ended September 30, 2010 and 2009, and $105 million and $100 million for the nine months ended September 30, 2010 and 2009, respectively, which expense amounts are excluded for the purposes of calculating compliance with leverage covenants.

	Three Months Ended		Nine Months Ended	
	Successor September 30, 2010	Predecessor September 30, 2009	Successor September 30, 2010	Predecessor September 30, 2009
Consolidated net loss	$ (95)	$ (2,430)	$ (152)	$ (2,923)
Plus: Interest expense, net	222	206	645	885
Income tax (benefit) expense	109	(565)	211	(444)
Depreciation and amortization	385	327	1,134	977
Impairment of franchises	--	2,854	--	2,854
Stock compensation expense	7	6	17	23
Reorganization items, net	1	198	6	523
Loss on extinguishment of debt	3	--	38	--
Other, net	--	10	16	(35)
Adjusted EBITDA	$ 632	$ 606	$ 1,915	$ 1,860
Net cash flows from operating activities	$ 441	$ 383	$ 1,422	$ 1,008
Less: Purchases of property, plant and equipment	(299)	(279)	(948)	(819)
Change in accrued expenses related to capital expenditures	(7)	1	(7)	(18)
Free cash flow	$ 135	$ 105	$ 467	$ 171

Liquidity and Capital Resources This section contains a discussion of our liquidity and capital resources, including a discussion of our cash position, sources and uses of cash, access to credit facilities and other financing sources, historical financing activities, cash needs, capital expenditures and outstanding debt.

Recent Events

On March 31, 2010, Charter Operating and its affiliates closed on a transaction to amend and restate its senior secured credit facilities to, among other things, allow for the creation of a new revolving facility of $1.3 billion, the extension of maturities of a portion of the facilities and the amendment and restatement of certain other terms and conditions. Upon the closing, each of Bank of America, N.A. and JPMorgan Chase Bank, N.A., as agent and retiring agent, respectively, for itself and on behalf of the lenders under the Charter Operating senior secured credit facilities, agreed to dismiss with prejudice the pending appeal of our Confirmation Order pending before the Bankruptcy Court and to waive any objections to our Confirmation Order issued by the Bankruptcy Court. The dismissal was entered on April 1, 2010.

On April 16, 2010, Charter redeemed all of the shares of the Series A Preferred Stock for a redemption payment of $25.948 per share or a total redemption payment for all shares of approximately $143 million.

On April 28, 2010, CCO Holdings and CCO Holdings Capital Corp. closed on transactions in which they issued $900 million aggregate principal amount of 7.875% Senior Notes due 2018 (the “2018 Notes”) and $700 million aggregate principal amount of 8.125% Senior Notes due 2020 (the “2020 Notes”). Such notes are guaranteed by Charter. The net proceeds were used to finance the tender offers in which $800 million principal amount of CCO Holdings' outstanding 8.75% Senior Notes due 2013 (the “2013 Notes”) and $770 million principal amount of Charter Operating’s outstanding 8.375% Senior Second Lien Notes due 2014 (the “2014 Notes”) were repurchased.

During the second quarter of 2010, Charter guaranteed the $350 million CCO Holdings credit facility and the $1.8 billion CCH II 13.5% senior notes due 2016.

On September 27, 2010, CCO Holdings and CCO Holdings Capital Corp. closed on transactions in which they issued $1.0 billion aggregate principal amount of 7.25% Senior Notes due 2017 (the “Notes”). Such Notes are guaranteed by Charter. The net proceeds were used to repay borrowings under a portion of the term loans and revolver under Charter Operating’s credit facilities.

Overview of Our Debt and Liquidity

Although we reduced our debt by approximately $8 billion on November 30, 2009 pursuant to the Plan, we continue to have significant amounts of debt. The accreted value of our debt as of September 30, 2010 was $13.2 billion, consisting of $6.8 billion of credit facility debt and $6.4 billion of high-yield notes. Our business requires significant cash to fund principal and interest payments on our debt. For the remainder of 2010, $17 million of our debt matures. As of October 1, 2010, $61 million of our debt matures in 2011, $1.2 billion in 2012, $363 million in 2013, $3.8 billion in 2014, $30 million in 2015, $4.6 billion in 2016 and $2.6 billion thereafter.

As we continue to evaluate potential uses of our anticipated future free cash flow, we will consider all of our options, including reducing leverage and investing in our business growth and other strategic opportunities as well as dividends and stock repurchases. We intend to make all capital allocation decisions in a way that maximizes value for our stockholders.

As of September 30, 2010, the amount available under the revolving credit facility was approximately $1.2 billion. The revolving credit facility matures in March 2015. However, if on December 1, 2013 Charter Operating has scheduled maturities in excess of $1.0 billion between January 1, 2014 and April 30, 2014, the revolving credit facility will mature on December 1, 2013 unless lenders holding more than 50% of the revolving credit facility consent to the maturity being March 2015. As of October 1, 2010, Charter Operating had maturities of $3.0 billion b etween January 1, 2014 and April 30, 2014. We expect to utilize free cash flow and cash on hand as well as future refinancing transactions to further extend or reduce the maturities of our principal obligations. The timing and terms of any refinancing transactions will be subject to market conditions. Additionally, we may, from time to time, depending on market conditions and other factors, use cash on hand and the proceeds from securities offerings or other borrowings, to retire our debt through open market purchases, privately negotiated purchases, tender offers, or redemption provisions.

Our business requires significant cash to fund capital expenditures and ongoing operations. Our projected cash needs and projected sources of liquidity depend upon, among other things, our actual results, and the timing and amount of our expenditures. We believe we have sufficient liquidity from cash on hand, free cash flow and Charter

Operating's revolving credit facility as well as access to the capital markets to fund our projected operating cash needs.

Free Cash Flow

Free cash flow was $467 million and $171 million for the nine months ended September 30, 2010 and 2009, respectively. The increase in free cash flow is primarily due to decreases in cash paid for interest and reorganization items offset by increases in capital investments to enhance our residential and commercial products and service capabilities.

Limitations on Distributions

Distributions by Charter's subsidiaries to a parent company for payment of principal on parent company notes are restricted under indentures and credit facilities governing our indebtedness, unless there is no default under the applicable indenture and credit facilities, and unless each applicable subsidiary's leverage ratio test is met at the time of such distribution. For the quarter ended September 30, 2010, there was no default under any of these indentures or credit facilities and each subsidiary met its applicable leverage ratio tests based on September 30, 2010 financial results. Such distributions would be restricted, however, if any such subsidiary fails to meet these tests at the time of the contemplated distribution. In the past, certain subsidiaries have from time to time failed to meet their leverage ratio test. There can be no assurance that they will satisfy these tests at the time of the contemplated distribution. Distributions by Charter Operating for payment of principal on parent company notes are further restricted by the covenants in its credit facilities.

Distributions by CCO Holdings and Charter Operating to a parent company for payment of parent company interest are permitted if there is no default under the aforementioned indentures and CCO Holdings and Charter Operating credit facilities.

In addition to the limitation on distributions under the various indentures discussed above, distributions by our subsidiaries may be limited by applicable law, including the Delaware Limited Liability Company Act, under which our subsidiaries may only make distributions if they have "surplus" as defined in the act.

Historical Operating, Investing and Financing Activities

Cash and Cash Equivalents. We held $682 million in cash and cash equivalents, including restricted cash, as of September 30, 2010 compared to $754 million as of December 31, 2009. On October 1, 2010, we used the proceeds remaining from the CCO Holdings debt transaction on September 27, 2010 described above to repay $631 million of principal amounts outstanding under the Charter Operating credit facilities.

Operating Activities. Net cash provided by operating activities increased $414 million from $1.0 billion for the nine months ended September 30, 2009 to $1.4 billion for the nine months ended September 30, 2010, primarily as a result of a decrease of $124 million in cash paid for interest, $151 million in cash paid for reorganization items other than interest and revenues increasing at a faster rate than cash expenses.

Investing Activities. Net cash used in investing activities was $962 million and $841 million for the nine months ended September 30, 2010 and 2009, respectively. The increase is primarily due to an increase of $129 million in purchases of property, plant, and equipment as a result of capital investments to enhance our residential and commercial products and services capabilities.

Financing Activities. Net cash used in financing activities was $532 million and $52 million for the nine months ended September 30, 2010 and 2009, respectively. The increase in cash used during the nine months ended September 30, 2010 as compared to the corresponding period in 2009, was primarily the result of repayments on the long-term debt and repayment of preferred stock, offset by borrowings of long-term debt.

Capital Expenditures

We have significant ongoing capital expenditure requirements. Capital expenditures were $948 million and $819 million for the nine months ended September 30, 2010 and 2009, respectively, and increased as a result of strategic investments including DOCSIS 3.0, bandwidth reclamation projects such as switched-digital video launches, and investments made to move into new commercial segments. See the table below for more details.

Our capital expenditures are funded primarily from free cash flow and the issuance of debt. In addition, our liabilities related to capital expenditures decreased $7 million and $18 million for the nine months ended September 30, 2010 and 2009 compared to year end, respectively.

During 2010, we expect capital expenditures to be approximately $1.2 billion. We expect the nature of these expenditures will continue to be composed primarily of purchases of customer premise equipment related to advanced services, scalable infrastructure, and support capital. The actual amount of our capital expenditures depends in part on the deployment of advanced broadband services and offerings. We may need to increase capital expenditures if there is accelerated growth in high-speed Internet, telephone, commercial business or digital customers or there is an increased need to respond to competitive pressures by expanding the delivery of other advanced services.

We have adopted capital expenditure disclosure guidance, which was developed by the publicly traded cable system operators, including Charter, with the support of the NCTA. The disclosure is intended to provide more consistency in the reporting of capital expenditures among peer companies in the cable industry. These disclosure guidelines are not required disclosures under GAAP, nor do they impact our accounting for capital expenditures under GAAP.

The following table presents our major capital expenditures categories in accordance with NCTA disclosure guidelines for the three and nine months ended September 30, 2010 (Successor) and 2009 (Predecessor) (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2010	**2009**	**2010**	**2009**
Customer premise equipment (a)	$ 141	$ 152	$ 437	$ 460
Scalable infrastructure (b)	64	46	259	141
Line extensions (c)	23	18	61	49
Upgrade/Rebuild (d)	4	6	20	20
Support capital (e)	67	57	171	149
Total capital expenditures (f)	$ 299	$ 279	$ 948	$ 819

(a) Customer premise equipment includes costs incurred at the customer residence to secure new customers, revenue units and additional bandwidth revenues. It also includes customer installation costs and customer premise equipment (e.g., set-top boxes and cable modems, etc.).
(b) Scalable infrastructure includes costs not related to customer premise equipment or our network, to secure growth of new customers, revenue units, and additional bandwidth revenues, or provide service enhancements (e.g., headend equipment).
(c) Line extensions include network costs associated with entering new service areas (e.g., fiber/coaxial cable, amplifiers, electronic equipment, make-ready and design engineering).
(d) Upgrade/rebuild includes costs to modify or replace existing fiber/coaxial cable networks, including betterments.
(e) Support capital includes costs associated with the replacement or enhancement of non-network assets due to technological and physical obsolescence (e.g., non-network equipment, land, buildings and vehicles).
(f) Total capital expenditures includes $34 million and $19 million of capital expenditures related to commercial services for the three months ended September 30, 2010 and 2009, respectively, and $86 million and $54 million for the nine months ended September 30, 2010 and 2009, respectively.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to various market risks, including fluctuations in interest rates. We use interest rate swap agreements to manage our interest costs and reduce our exposure to increases in floating interest rates. We manage our exposure to fluctuations in interest rates by maintaining a mix of fixed and variable rate debt. Using interest rate swap agreements, we agree to exchange, at specified intervals through 2015, the difference between fixed and variable interest amounts calculated by reference to agreed-upon notional principal amounts.

As of September 30, 2010 and December 31, 2009, the accreted value of our debt was approximately $13.2 billion and $13.3 billion, respectively. As of September 30, 2010 and December 31, 2009, the weighted average interest rate on the credit facility debt, including the effects of our interest rate swap agreements, was approximately 3.6% and 2.6%, respectively, and the weighted average interest rate on the high-yield notes was approximately 9.7% and 10.4%, respectively, resulting in a blended weighted average interest rate of 6.4% and 5.5%, respectively. The increase in the credit facility and blended weighted average interest rates is primarily due to the $2.0 billion notional amount of interest rate swap agreements entered into in April 2010. The interest rate on approximately 60% and 37% of the total princ ipal amount of our debt was effectively fixed, including the effects of our interest rate swap agreements, as of September 30, 2010 and December 31, 2009, respectively.

We do not hold or issue derivative instruments for speculative trading purposes. We have interest rate derivative instruments that have been designated as cash flow hedging instruments. Such instruments effectively convert variable interest payments on certain debt instruments into fixed payments. For qualifying hedges, derivative gains and losses offset related results on hedged items in the consolidated statements of operations. We have formally documented, designated and assessed the effectiveness of transactions that receive hedge accounting. For each of the three and nine months ended September 30, 2010 and 2009, there was no cash flow hedge ineffectiveness on interest rate swap agreements.

Changes in the fair value of interest rate agreements that are designated as hedging instruments of the variability of cash flows associated with floating-rate debt obligations, and that meet effectiveness criteria are reported in other comprehensive loss. For the three and nine months ended September 30, 2010, losses of $34 million and $84 million, respectively, and for the nine months ended September 30, 2009, losses of $9 million, related to derivative instruments designated as cash flow hedges, were recorded in other comprehensive loss. No gains or losses related to derivative instruments designated as cash flow hedges were recorded inother comprehensive loss for the three months ended Sep tember 30, 2009 as no interest rate swaps were outstanding during this period. The amounts are subsequently reclassified as an increase or decrease to interest expense in the same periods in which the related interest on the floating-rate debt obligations affects earnings (losses).

Certain interest rate derivative instruments are not designated as hedges as they did not meet effectiveness criteria. However, management believes such instruments are closely correlated with the respective debt, thus managing associated risk. Interest rate derivative instruments not designated as hedges are marked to fair value, with the impact recorded as other income (expenses), net in our consolidated statements of operations. For the nine months ended September 30, 2009, other expense, net included losses of $4 million, resulting from interest rate derivative instruments not designated as hedges. No gains or losses resulting from interest rate derivative instruments not designated as hedges were recorded inother expense, net for the three and nine months ended September 30, 2010 or the three months ended September 30, 2009.

The table set forth below summarizes the fair values and contract terms of financial instruments subject to interest rate risk maintained by us as of September 30, 2010 (dollars in millions):

	2010	2011	2012	2013	2014	2015	Thereafter	Total	Fair Value at September 30, 2010
Debt:									
Fixed Rate	$ --	$ --	$ 1,100	$ --	$ 546	$ --	$ 4,366	$ 6,012	$ 6,564
Average Interest Rate	--	--	8.00%	--	10.88%	--	10.05%	9.75%	
Variable Rate	$ 17	$ 68	$ 68	$ 268	$ 3,952	$ 30	$ 2,835	$ 7,238	$ 7,080
Average Interest Rate	3.24%	3.40%	3.82%	3.80%	4.76%	6.18%	6.60%	5.43%	
Interest Rate Instruments:									
Variable to Fixed Rate	$ --	$ --	$ --	$ 900	$ 800	$ 300	$ --	$ 2,000	$ 84
Average Pay Rate	--	--	--	5.21%	5.65%	5.99%	--	5.50%	
Average Receive Rate	--	--	--	4.76%	5.46%	5.99%	--	5.22%	

At September 30, 2010, we had $2.0 billion in notional amounts of interest rate swaps outstanding. The notional amounts of interest rate instruments do not represent amounts exchanged by the parties and, thus, are not a measure of our exposure to credit loss. The amounts exchanged are determined by reference to the notional amount and the other terms of the contracts. The estimated fair value is determined using a present value calculation based on an implied forward LIBOR curve (adjusted for Charter Operating's or counterparties' credit risk). Interest rates on variable debt are estimated using the average implied forward LIBOR for the year of maturity based on the yield curve in effect at September 30, 2010 including applicabl e bank spread.

Item 4. Controls and Procedures.

As of the end of the period covered by this report, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures with respect to the information generated for use in this quarterly report. The evaluation was based in part upon reports and certifications provided by a number of executives. Based upon, and as of the date of that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures were effective to provide reasonable assurances that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summa rized and reported within the time periods specified in the SEC's rules and forms.

In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based upon the above evaluation, we believe that our controls provide such reasonable assurances.

There was no change in our internal control over financial reporting during the quarter ended September 30, 2010 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION.

Item 1. Legal Proceedings.

Patent Litigation

Ronald A. Katz Technology Licensing, L.P. v. Charter Communications, Inc. et al. On September 5, 2006, Ronald A. Katz Technology Licensing, L.P. served a lawsuit on Charter and a group of other companies in the U. S. District Court for the District of Delaware alleging that Charter and the other defendants have infringed its interactive call processing patents. Charter denied the allegations raised in the complaint. On March 20, 2007, the Judicial Panel on Multi-District Litigation transferred this case, along with 24 others, to the U.S. District Court for the Central District of California for coordinated and consolidated pretrial proceedings. On May 5, 2010, the court denied Katz's motion for summary judgment, struck two affirmative defenses that Charter had raised, inval idated one of the nine remaining claims Katz had asserted and entered a ruling limiting Katz's damages claims. Charter is vigorously contesting this matter.

Rembrandt Patent Litigation. On June 6, 2006, Rembrandt Technologies, LP sued Charter and several other cable companies in the U.S. District Court for the Eastern District of Texas, alleging that each defendant's high-speed data service infringes three patents owned by Rembrandt and that Charter's receipt and retransmission of ATSC digital terrestrial broadcast signals infringes a fourth patent owned by Rembrandt *(Rembrandt I).* On November 30, 2006, Rembrandt Technologies, LP again filed suit against Charter and another cable company in the U.S. District Court for the Eastern District of Texas, alleging patent infringement of an additional five patents allegedly related to high-speed Internet over cable *(Rembrandt II).* Charter has denied all of Rembrandt's allegations. On June 18, 2007, the *Rembrandt I* and *Rembrandt II* cases were combined in a multi-district litigation proceeding in the U.S. District Court for the District of Delaware. On November 21, 2007, certain vendors of the equipment that is the subject of *Rembrandt I* and *Rembrandt II* cases filed an action against Rembrandt in U.S. District Court for the District of Delaware seeking a declaration of non-infringement and invalidity on all but one of the patents at issue in those cases. On January 16, 2008 Rembrandt filed an answer in that case and a third party counterclaim against Charter and the other MSOs for infringement of all but one of the patents already at issue in *Rembrandt I* and *Rembrandt II* cases. On February 7, 2008, Charter filed an answer to Rembrandt's counterclaims and added a counter-counterclaim against Rembrandt for a declaration of noninfringement on the remaining patent. On October 28, 2009, Rembrandt filed a Supplemental Covenant Not to Sue promising not to sue Charter and the other defendants on eight of the contested patents. One patent remains in litigation, and Charter is vigorously contesting Rembrandt's claims regarding it.

Verizon Patent Litigation. On February 5, 2008, four Verizon entities sued Charter and two other Charter subsidiaries in the U.S. District Court for the Eastern District of Texas, alleging that the provision of telephone service by Charter infringes eight patents owned by the Verizon entities *(Verizon I).* On December 31, 2008, forty-four Charter entities filed a complaint in the U.S. District Court for the Eastern District of Virginia alleging that Verizon and two of its subsidiaries infringe four patents related to television transmission technology *(Verizon II).* On February 6, 2009, Verizon responded to the complaint by denying Charter's allegation s, asserting counterclaims for non-infringement and invalidity of Charter's patents and asserting counterclaims against Charter for infringement of eight patents. On January 15, 2009, Charter filed a complaint in the U.S. District Court for the Southern District of New York seeking a declaration of non-infringement on two patents owned by Verizon *(Verizon III).* On March 1, 2010, Charter and Verizon settled Verizon I, Verizon II, and Verizon III, and both parties withdrew their respective claims.

We are also defendants or co-defendants in several other unrelated lawsuits claiming infringement of various patents relating to various aspects of our businesses. Other industry participants are also defendants in certain of these cases, and, in many cases including those described above, we expect that any potential liability would be the responsibility of our equipment vendors pursuant to applicable contractual indemnification provisions.

In the event that a court ultimately determines that we infringe on any intellectual property rights, we may be subject to substantial damages and/or an injunction that could require us or our vendors to modify certain products and services we offer to our subscribers, as well as negotiate royalty or license agreements with respect to the patents at issue. While we believe the lawsuits are without merit and intend to defend the actions vigorously, all of these patent lawsuits could be material to our consolidated results of operations of any one period, and no assurance can be given that any adverse outcome would not be material to our consolidated financial condition, results of operations, or liquidity.

Employment Litigation

On August 28, 2008, a lawsuit was filed against Charter and Charter Communications, LLC ("Charter LLC") in the United States District Court for the Western District of Wisconsin (now entitled, *Marc Goodell et al. v. Charter Communications, LLC and Charter Communications, Inc.*). The plaintiffs sought to represent a class of current and former broadband, system and other types of technicians who are or were employed by Charter or Charter LLC in the states of Michigan, Minnesota, Missouri or California. Plaintiffs allege that Charter and Charter LLC violated certain wage and hour statutes of those four states by failing to pay technicians for all hours worked. In May 2010, the parties entered a settlement agreement disposing of all claims, including those potential wage and hour claims for potential class members in additional states beyond the four identified above. On September 24, 2010, the court granted final approval of the settlement. We have been subjected, in the normal course of business, to the assertion of other wage and hour claims and could be subjected to additional such claims in the future. We cannot predict the outcome of any such claims.

Bankruptcy Proceedings

On March 27, 2009, Charter filed its chapter 11 petition in the United States Bankruptcy Court for the Southern District of New York. On the same day, JPMorgan Chase Bank, N.A., ("JPMorgan"), for itself and as Administrative Agent under the Charter Operating Credit Agreement, filed an adversary proceeding (the "JPMorgan Adversary Proceeding") in Bankruptcy Court against Charter Operating and CCO Holdings seeking a declaration that there were events of default under the Charter Operating Credit Agreement. JPMorgan, as well as other parties, objected to the Plan. The Bankruptcy Court jointly held 19 days of trial in the JPMorgan Adversary Proceeding and on the objections to the Plan.

On November 17, 2009, the Bankruptcy Court issued its Order and Opinion confirming the Plan over the objections of JPMorgan and various other objectors. The Court also entered an order ruling in favor of Charter in the JPMorgan Adversary Proceeding. Several objectors attempted to stay the consummation of the Plan, but those motions were denied by the Bankruptcy Court and the U.S. District Court for the Southern District of New York. Charter consummated the Plan on November 30, 2009 and reinstated the Charter Operating Credit Agreement and certain other debt of its subsidiaries.

Six appeals were filed relating to confirmation of the Plan. The parties initially pursuing appeals were: (i) JPMorgan; (ii) Wilmington Trust Company ("Wilmington Trust") (as indenture trustee for the holders of the 8% Senior Second Lien Notes due 2012 and 8.375% senior second lien notes due 2014 issued by and among Charter Operating and Charter Communications Operating Capital Corp. and the 10.875% senior second lien notes due 2014 issued by and among Charter Operating and Charter Communications Operating Capital Corp.); (iii) Wells Fargo Bank, N.A. ("Wells Fargo") (in its capacities as successor Administrative Agent and successor Collateral Agent for the third lien prepetition secured lenders to CCO Holdings under the CCO Holdings credit facility); (iv) Law Debenture Trust Company of New York ("Law Deben ture Trust") (as the Trustee with respect to the $479 million in aggregate principal amount of 6.50% convertible senior notes due 2027 issued by Charter which are no longer outstanding following consummation of the Plan); (v) R2 Investments, LDC ("R2 Investments") (an equity interest holder in Charter); and (vi) certain plaintiffs representing a putative class in a securities action against three former Charter officers or directors filed in the United States District Court for the Eastern District of Arkansas (Iron Workers Local No. 25 Pension Fund, Indiana Laborers Pension Fund, and Iron Workers District Council of Western New York and Vicinity Pension Fund, in the action styled *Iron Workers Local No. 25 Pension Fund v. Allen, et al.*, Case No. 4:09-cv-00405-JLH (E.D. Ark.).

Charter Operating amended its senior secured credit facilities effective March 31, 2010. In connection with the closing of these amendments, each of Bank of America, N.A. and JPMorgan, for itself and on behalf of the lenders under the Charter Operating senior secured credit facilities, agreed to dismiss the pending appeal of our Confirmation Order pending before the District Court for the Southern District of New York and to waive any objections to our Confirmation Order issued by the United States Bankruptcy Court for the Southern District of New York. The lenders filed their Stipulation of that dismissal and waiver of objections and it was signed by the judge on April 1, 2010 and the case dismissed. On December 3, 2009, Wilmington Trust withdrew its notice of appeal. On April 14, 2010, Wells Fargo fil ed their Stipulation of Dismissal of their appeal on behalf of the lenders under the

CCO Holdings credit facility. This Stipulation was signed by the judge on April 19, 2010 and the case dismissed. The remaining appeals by Law Debenture Trust, R2 Investments and the securities plaintiffs are in the briefing phase. We cannot predict the ultimate outcome of the appeals.

Other Proceedings

In March 2009, Gerald Paul Bodet, Jr. filed a putative class action against Charter and Charter Holdco (*Gerald Paul Bodet, Jr. v. Charter Communications, Inc. and Charter Communications Holding Company, LLC*) in the U.S. District Court for the Eastern District of Louisiana. In April 2010, plaintiff filed a Third Amended Complaint which also named Charter Communications, LLC as a defendant. In the Third Amended Complaint, plaintiff alleges that the defendants violated the Sherman Act, state antitrust law and state unjust enrichment law by forcing subscribers to rent a set top box in order to subscribe to cable video services which are not available to subscribers by simply plugging a cable into a cable-ready television. In June 2009, Derrick Lebryk and Nichols Gladson filed, but di d not serve, a putative class action against Charter, Charter Communications Holding Company, LLC, CCHC, LLC and Charter Communications Holding, LLC (*Derrick Lebryk and Nicholas Gladson v. Charter Communications, Inc., Charter Communications Holding Company, LLC, CCHC, LLC and Charter Communications Holding, LLC*) in the U.S. District Court for the Southern District of Illinois. The plaintiffs allege that the defendants violated the Sherman Act based on similar allegations as those alleged in *Bodet v. Charter, et al*. We understand similar claims have been made against other MSOs. The Charter defendants deny any liability and plan to vigorously contest these cases.

We are also aware of three suits filed by holders of securities issued by us or our subsidiaries. *Key Colony Fund, LP. v. Charter Communications, Inc. and Paul W. Allen* (sic), was filed in February 2009 in the Circuit Court of Pulaski County, Arkansas and asserts violations of the Arkansas Deceptive Trade Practices Act and fraud claims. Key Colony alleges that it purchased certain senior notes based on representations of Charter and agents and representatives of Paul Allen as part of a scheme to defraud certain Charter noteholders. *Clifford James Smith v. Charter Communications, Inc. and Paul Allen*, was filed in May 2009 in the United States District Court for the Central District of California. Mr. Smith alleges that he purchased Charter common stock based on statements by Charter and Mr. Allen and that Charter's bankruptcy filing was not necessary. The defendants' responded to that Complaint in February 2010 and filed a motion to dismiss thereafter. In April 2010, the court entered an order dismissing the Complaint, holding that Mr. Smith's claims are expressly released by the Third Party Release and Injunction within Charter's Plan of Reorganization. Mr. Smith has appealed. *Herb Lair, Iron Workers Local No. 25 Pension Fund et al. v. Neil Smit, Eloise Schmitz, and Paul G. Allen* ("*Iron Workers Local No. 25*"), was filed in the United States District Court for the Eastern District of Arkansas on June 1, 2009. Mr. Smit was the Chief Executive Officer and Ms. Schmitz was the Chief Financial Officer of Charter. The plaintiffs, who seek to represent a class of plaintiffs who acquired Charter stock between October 23, 2006 and February 12, 2009, allege that they and others similarly situated were misled by statements by Ms. Schmitz, Mr. Smit, Mr. Allen and/or in Charter SEC filings. The plaintiffs assert violations of the Securities Exchange Act of 1934. In February 2010, the United States Bankruptcy Court for the Southern District of New York held that these plaintiffs' causes of action were released by the Third Party Release and Injunction within Charter's Plan of Reorganization. Plaintiffs thereafter filed an appeal with the United States District Court for the Southern District of New York. Charter denies the allegations made by the plaintiffs in these matters, believes all of the claims asserted in these cases were released through the Plan and intends to seek dismissal of these cases and otherwise vigorously contest these cases.

We also are party to other lawsuits and claims that arise in the ordinary course of conducting our business. The ultimate outcome of these other legal matters pending against us or our subsidiaries cannot be predicted, and although such lawsuits and claims are not expected individually to have a material adverse effect on our consolidated financial condition, results of operations, or liquidity, such lawsuits could have in the aggregate a material adverse effect on our consolidated financial condition, results of operations, or liquidity. Whether or not we ultimately prevail in any particular lawsuit or claim, litigation can be time consuming and costly and injure our reputation.

Item 1A. Risk Factors.

Our Annual Report on Form 10-K for the year ended December 31, 2009 includes "Risk Factors" under Item 1A of Part I. Except for the updated risk factors described below, there have been no material changes from the risk factors described in our Form 10-K. The information below updates, and should be read in conjunction with, the risk factors and information disclosed in our Form 10-K.

Risks Related to Our Business

If we are unable to attract new key employees, our ability to manage our business could be adversely affected.

Our operational results during the recent prolonged economic downturn have depended, and our future results will depend, upon the retention and continued performance of our management team. On October 29, 2010, Charter announced the appointment of Christopher L. Winfrey to the position of Executive Vice President and Chief Financial Officer effective November 1, 2010. He filled the vacancy resulting from Eloise Schmitz's departure on July 31, 2010. Mr. Kevin D. Howard, Senior Vice President – Finance, Controller and Chief Accounting Officer had served as Interim Chief Financial Officer. Our ability to hire new key employees for management positions could be impacted adversely by the competitive environment fo r management talent in the telecommunications industry. The loss of the services of key members of management and the inability to hire new key employees could adversely affect our ability to manage our business and our future operational and financial results.

Risks Related to Ownership Positions of Charter's Principal Shareholders

If we were to have a person with a 35% or greater voting interest and Paul G. Allen did not maintain a voting interest in us greater than such holder, a change of control default could be triggered under our credit facilities.

On March 31, 2010, Charter Operating entered into an amended and restated credit agreement governing its credit facility. Such amendment removed the requirement that Mr. Allen retain a voting interest in us. However, the credit agreement continues to provide that a change of control under certain of our other debt instruments could result in an event of default under the credit agreement. Certain of those other instruments define a change of control as including a holder holding more than 35% of our direct or indirect voting interest and the failure by (a) Mr. Allen, (b) his estate, spouse, immediate family members and heirs and (c) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners or other owners of which consist exclusively of Mr. Allen or such other person s referred to in (b) above or a combination thereof to maintain a greater percentage of direct or indirect voting interest than such other holder. Such a default could result in the acceleration of repayment of our indebtedness, including borrowings under the Charter Operating credit facilities.

Item 5. Other Information.

Annual Stockholders Meeting

Charter's Board of Directors has set the 2011 Annual Stockholders Meeting for April 26, 2011. The time and place of the meeting have not yet been determined.

Since Charter has not held an annual meeting in 2010, if a stockholder wants to include a stockholder proposal in the proxy statement for the 2011 annual meeting, it must be delivered to the Corporate Secretary at Charter's executive offices a reasonable time before the mailing of Charter's proxy statement, which is deemed to be no later than November 18, 2010. The federal proxy rules specify what constitutes timely submission and whether a stockholder proposal is eligible to be included in the proxy statement. Stockholder nominations of directors are not stockholder proposals within the meaning of Rule 14a-8 of the Securities Exchange Act, as amended, and are not eligible for inclusion in Charter's proxy statement.

If a stockholder desires to bring business before the meeting that is not the subject of a proposal timely and properly submitted for inclusion in the proxy statement, the stockholder must follow procedures outlined in Charter's Bylaws. One of the procedural requirements in the Bylaws is timely notice in writing of the business the stockholder proposes to bring before the meeting. To be timely with respect to the 2011 annual meeting, such a notice must be delivered to Charter's Corporate Secretary at Charter's executive offices no earlier than December 27, 2010 and no later than January 26, 2011.

Appointment of Chief Financial Officer

On October 29, 2010, Charter announced that Christopher L. Winfrey has been elected Executive Vice President and Chief Financial Officer, effective November 1, 2010.

Mr. Winfrey, 35, most recently served as Chief Financial Officer and Managing Director for Unitymedia, Germany's second-largest provider of media and communication services via broadband cable, from March 2006 through March 2010 and was responsible for accounting, treasury, investor relations, corporate finance, procurement and adminstration. Previously, Mr. Winfrey was Senior Vice President – Corporate Finance and Development for Cablecom from December 2002 to December 2005 and Director of Financial Planning and Analysis of NTL Europe from February 2001 to March 2003. Prior to that, he was with Communications Equity Associates from May 1998 to January 2001. Mr. Winfrey received a Bachelor of Science in Accounting and a Master of Business Administration, both from the University of Florida.

Charter has entered into an employment agreement, effective as of November 1, 2010, with Mr. Winfrey (the "Agreement"). The following is a brief summary of the Agreement. See exhibit 10.3, attached hereto, for the complete Agreement. The Agreement provides that Mr. Winfrey shall be employed in an executive capacity as Executive Vice President and Chief Financial Officer with such responsibilities, duties and authority as are customary for such role, at a current annual base salary of $525,000, to be reviewed on an annual basis. He shall be paid an annual cash performance bonus, pursuant to Charter's Executive Bonus Plan, with a target bonus equal to 75% of base salary; provided that any bonus earned for 2010 shall be prorated to apply to the portion of the year that he was employed by Charte r.

The Agreement provides that Mr. Winfrey may be granted annual long-term incentive awards in the form of restricted stock, stock options and/or performance shares. For 2010, his grant shall consist of a stock option grant of 90,000 shares and a grant of 80,000 restricted shares of Charter's Class A common stock, granted as of the effective date of the Agreement. Mr. Winfrey may participate in any other bonus or retention plans established by Charter's Compensation and Benefits Committee and shall receive such other employee benefits as are available to other senior executives, including relocation assistance to the St. Louis, Missouri area, Charter's headquarters, pursuant to Charter's executive relocation plan. The Agreement contains two-year non-compete and customer non-solicita tion provisions and a one-year employee non-solicitation clause. The term of the Agreement is two years from the effective date of the Agreement, and will terminate, unless renewed by Charter upon at least 180 days written notice on renewal.

Item 6. Exhibits.

The index to the exhibits begins on page E-1 of this quarterly report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, Charter Communications, Inc. has duly caused this quarterly report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHARTER COMMUNICATIONS, INC.,
Registrant

Dated: November 3, 2010

By: /s / Kevin D. Howard

Name: Kevin D. Howard
Title: *Senior Vice President - Finance, Controller and Chief Accounting Officer*

EXHIBIT INDEX

Exhibit	Description
3.1	Amended and Restated Certificate of Incorporation of Charter Communications, Inc. (originally incorporated July 22, 1999) (incorporated by reference to Exhibit 3.1 to the current report on Form 8-K of Charter Communications, Inc. filed on August 20, 2010 (File No. 001-33664)).
10.1	Indenture relating to the 7.25% senior notes due 2017, dated as of September 27, 2010, by and among CCO Holdings, LLC, and CCO Holdings Capital Corp., as Issuers, Charter Communications, Inc., as Parent Guarantor, and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 10.1 to the current report on Form 8-K of Charter Communications, Inc. filed on September 30, 2010 (File No. 001-33664)).
10.2	Exchange and Registration Rights Agreement relating to the 7.25% senior notes due 2017, dated as of September 27, 2010, by and among CCO Holdings, LLC, CCO Holdings Capital Corp., Charter Communications, Inc., and Citigroup Global Markets Inc., Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., and UBS Securities LLC, as representatives of the initial purchasers (incorporated by reference to Exhibit 10.2 to the current report on Form 8-K of Charter Communications, Inc. filed on September 30, 2010 (File No. 001-33664)).
10.3*	Employment agreement between Christopher Winfrey and Charter Communications, Inc. dated as of November 1, 2010.
12.1*	Computation of Ratio of Earnings to Fixed Charges.
31.1*	Certificate of Chief Executive Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the under the Securities Exchange Act of 1934.
31.2*	Certificate of Chief Financial Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the Securities Exchange Act of 1934.
32.1*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer).
32.2*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).

* Document attached

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), dated and effective on November 1, 2010 (the "Effective Date") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and Christopher Winfrey (the "Executive").

RECITALS:

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Executive Vice President and Chief Financial Officer and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, Executive's agreement to the terms and conditions of Sections 18, 19 and 20 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions**.

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "Control" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "Cause" to terminate Executive's employment hereunder upon:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach) or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; provided that if Executive cures this failure to comply with such a policy and then fails again to comply w ith the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of nolo contendere or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vi) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(vii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(viii) Executive's willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (viii) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or nolo contendere (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or nolo contendere (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(iv), (v) or (viii) above or any matter that gave rise to the suspension.

(f) “Change of Control” shall mean the occurrence of any of the following events:

(i) an acquisition of any voting securities of the Company by any “Person” or “Group” (as those terms are used for purposes of Section 13(d) or 14(d) of the Exchange Act of 1934, amended (the “Exchange Act”)), immediately after which such Person has “Beneficial Ownership” (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-five percent (35%) or more of the combined voting power of the Company’s then outstanding voting securities; provided, however, that voting securities which are acquired in a “Non-Control Transaction” (as hereinafter defined) assuming that the acquisition of voting securities for this purpose qualifie s as Merger (as hereinafter defined) shall not constitute a Change of Control; and provided further that an acquisition of Beneficial Ownership of less than fifty percent (50%) of the Company’s then outstanding voting securities by any Equity Backstop Party (as defined in the Joint Plan) or the Allen Entities (as defined in the Joint Plan) shall not be considered to be a Change of Control under this clause (i);

(ii) the individuals who, as of immediately after the effective date of the Company’s Chapter 11 plan of reorganization (the “Emergence Date”), are members of the Board (the “Incumbent Board”), cease for any reason to constitute a majority of the Board; provided, however, that if the election, or nomination for election by the Company’s common stockholders, of any new director (excluding any director whose nomination or election to the Board is the result of any actual or threatened proxy contest or settlement thereof) was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Agreement, be considered as a member of the Incumbent Board;

(iii) the consummation of a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued (a “Merger”), unless such Merger is a Non-Control Transaction. A “Non-Control Transaction” shall mean a Merger where: (1) the stockholders of the Company, immediately before such Merger own directly or indirectly immediately following such Merger more than fifty percent (50%) of the combined voting power of the outstanding voting securities of the entity resulting from such Merger or its controlling parent entity (the “Surviving Entity”), (2) the individuals who were members of the Incumbent Board immediately prior to the execution of th e agreement providing for such Merger constitute at least a majority of the members of the board of directors (or similar governing body) of the Surviving Entity, and (3) no Person other (X) than the Company, its subsidiaries or affiliates or any of their respective employee benefit plans (or any trust forming a part thereof) that, immediately prior to such Merger was maintained by the Company or any subsidiary or affiliate of the Company, or (Y) any Person who, immediately prior to such Merger had Beneficial Ownership of thirty-five percent (35%) or more of the then outstanding voting securities of the Company, has Beneficial Ownership of thirty-five percent (35%) or more of the combined voting power of the outstanding voting securities or common stock of the Surviving Entity; provided that this clause (Y) shall not trigger a Change of Control solely because, after such Merger, any Equity Backstop Party or any Allen Entity has Beneficial Ownership of more than thirty-five percent (35%) but less than fifty p ercent (50%) of the combined voting power of the outstanding voting securities or common stock of the Surviving Entity;

(iv) complete liquidation or dissolution of the Company (other than where assets of the Company are transferred to or remain with subsidiaries of the Company); or

(v) the sale or other disposition of all or substantially all of the assets of the Company and its direct and indirect subsidiaries on a consolidated basis, directly or indirectly, to any Person (other than a transfer to a subsidiary or affiliate of the Company unless, such sale or disposition constitutes a Non-Control Transaction with the disposition of assets being regarded as a Merger for this purpose or the distribution to the Company's stockholders of the stock of a subsidiary or affiliate of the Company or any other assets).

Notwithstanding the foregoing a Change of Control shall not occur solely based on a filing of a Chapter 11 reorganization proceeding of the Company or the implementation of the "Joint Plan."

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee or any successor to the functions thereof.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the common stock of the Company issued in connection with the Company's emergence from its Chapter 11 reorganization and any stock received in exchange therefor.

(k) "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death and (ii) if Executive's employment is terminated pursuant to Section 15(a)(ii)-(vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive's duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written a greement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive's l egal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) "Executive" shall have the meaning set forth in the preamble hereto.

(n) "Good Reason" shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive's Annual Base Salary, Target Bonus Percentage, or title except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive's principal office; (v) a transfer or reassignment to another executive of material responsibilities that have been assigned to Executive (and were not identified by the Company to be assigned only on an interim basis at the time of assignment or thereafter) and generally are part of the responsibilities and functions assigned to a Chief Financial Officer of a public corporation unless a Non-renewal Notice has been delivered to Executive at any time within one hundred ninety (190) days prior to the end of the term of this Agreement, (vi) any change in reporting structure such that Executive no longer reports directly to the "Chief Executive Officer (or equivalent position, if there is no Chief Executive Officer)" unless a Non-renewal Notice has been delivered to Executive at any time within one hundred ninety (190) days prior to the end of the term of this Agreement (in each case "(i)" through "(vi)" only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company's receipt of timely writt en objection from Executive); (vii) if within six months after a Change of Control, Executive has not received an offer from the surviving company to continue in his position (without material reduction in scope of responsibility) immediately prior to such Change of Control under at least the same terms and conditions (except that the value of equity-based compensation after such Change of Control need only be commensurate with the value of equity-based compensation given to executives with equivalent positions in the surviving company, if any) as set herein; or (viii) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 15(b).

(p) "Non-renewal Notice" shall have the meaning set forth in Section 2.

(q) "Options" shall have the meaning set forth in Section 7.

(r) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(s) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(t) "Plan" shall mean the 2009 Stock Incentive Plan as amended by the Company from time to time.

(u) "Restricted Shares" shall have the meaning set forth in Section 8.

(v) "Term" shall have the meaning set forth in Section 2.

(w) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

(x) “Joint Plan” means the joint plan of reorganization of the Company, Charter Investment, Inc. and the Company’s direct and indirect subsidiaries filed pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532s, on March 27, 2009.

2. **Employment Term**. The Company hereby employs the Executive, and the Executive hereby accepts employment, under the terms and conditions hereof, for the period (the “Term”) beginning on the Effective Date hereof and terminating upon the earlier of (i) [2 years from Effective Date] (the “Initial Term”) and (ii) the Date of Termination as defined in Section 1(k). The Company may, in its sole disretion, extend the term of this Agreement for additional one-year periods. If the Company fails to provide Executive wi th at least one hundred eighty (180) days notice prior to the end of the Initial Term or any extension thereof of the Company’s intent to not renew this Agreement (the “Non-renewal Notice”), the Initial Term or any previous extension thereof shall be extended one day for each day the Company does not provide the Non-renewal Notice. If the Company fails to provide any Non-renewal Notice and does not extend the term of this Agreement, the Non-renewal Notice shall be deemed to have been given to Executive on the last day of the term of this Agreement.

3. **Position and Duties**. Executive shall serve as Executive Vice President and Chief Financial Officer reporting to the Chief Executive Officer, with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for the financial and accounting functions of the Company. Executive shall devote all necessary business time and attention, and employ Executive’s reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance**. In connection with Executive’s employment during the Term, Executive’s initial primary workplace shall be the Company’s offices in or near St. Louis, Missouri except for necessary travel on the Company’s business.

5. **Annual Base Salary**. During the Term, Executive shall receive a base salary at a rate not less than $525,000 per annum (the “Annual Base Salary”), less standard deductions, paid in accordance with the Company’s general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive’s employment responsi bilities. No less frequently than annually during the Term, the Committee, on advice of the Company’s Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; provided, however, that any increased rate shall thereafter be the rate of “Annual Base Salary” hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company’s then-applicable normal employment practices during which Executive is employed hereunder on the last day (the “Bonus Year”), Executive shall be eligible to receive a bonus in an amount up to 75% of Executive’s Annual Base Salary (the “Bonus” and bonuses at such percentage of Annual Base Salary if target levels of performance for that year are achieved being the “Target Bonus”) pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such P lan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus and other bonuses, if any, being paid on or before March 15 of the year next following the Bonus Year; provided that, any Bonus earned for 2010 shall be prorated to apply to the portion of the year that Executive was employed with the Company.

7. **Stock Options.** (a) The Committee may, in its discretion, grant to Executive options to purchase shares of Company Stock (all of such options, collectively, the "Options") pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

(b) As of the first day of employment, Executive shall be granted options to purchase 90,000 shares of the Company Stock, which shall be subject to the form of Stock Option Grant Agreement set forth on **Exhibit A** (the "Stock Option Grant").

8. **Restricted Shares.** (a) The Committee may, in its discretion, grant to Executive restricted shares of Company Stock (collectively, the "Restricted Shares"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

(b) As of the first day of employment, Executive shall be granted 80,000 restricted shares of Company Stock, which shall be subject to restrictions on their sale as set forth in the Plan and the form of Restricted Shares Grant Agreement set forth on **Exhibit B** (the "Restricted Shares Grant").

9. **Performance Share Units.** The Committee may, in its discretion, grant to Executive performance share units subject to performance vesting conditions (collectively, the "Performance Units"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

10. **Other Bonus Plans.** The Committee may, in its discretion, grant to Executive a right to participate in any other bonus or retention plan that the Committee may decide to establish for executives, but nothing herein shall require the Committee to do so.

11. **Relocation.**

(a) Executive will be entitled to relocation assistance with regard to relocation from Executive's current home in Florida and/or a facility in which Executive has stored household items to the St. Louis, Missouri metropolitan area as and to the extent permitted by Charter's current executive homeowner relocation plan, through Charter's relocation provider, Primacy. These relocation benefits include Primacy's paying or reimbursing Executive for brokerage fees, transfer taxes and moving expenses. A copy of this policy has been provided to Executive. This benefit requires that a repayment agreement be signed which stipulates that relocation expenses must be repaid if Ex ecutive departs from the organization within 12 months of the Effective Date of this Agreement for voluntary reasons (other than a permitted termination of employment by Executive for Good Reason).

(b) Executive must complete the move from his current home to the St. Louis, Missouri metropolitan area no later than 180 days following the date of this Agreement. In the interim, as soon as practicable following the Effective Date Executive will live in Charter supplied corporate housing in the St. Louis, Missouri metropolitan area, or in lieu of corporate supplied housing, then in a mutually agreeable hotel of appropriate quality during the work week. The costs for this temporary housing/hotel will be covered by Charter's homeowner relocation plan until Executive consummates the purchase of a home or secures a leased residence in the St. Louis, Missouri metropolitan area, or the end of the 180 - -day period from the date of this Agreement, whichever first occurs.

(c) Until Executive relocates to the St. Louis, Missouri metropolitan area (which must occur by the end of the 180-day period from the date of this Agreement), Charter will reimburse Executive for all reasonable and necessary costs incurred by Executive to travel to and from Executive's current residence to St. Louis, Missouri (and, to the extent corporate housing is not provided, then as part of travel costs, the reasonable cost for staying during the week at an agreed hotel of suitable quality for Charter executives) on a not more than weekly basis during this time period. In addition, Charter will pay for the travel costs for up to three (3) house hunting trips for Executive under and per the terms of Charter's relocation policy. This is on the accepted understanding that Executive will act in good faith to make reasonable efforts to minimize the costs associated with such travel. All travel costs incurred will be reimbursed under Charter's normal expense reimbursement policies as soon as administratively practicable after submission of the expenses and associated required documentation. To the extent such expense reimbursements are considered taxable income, Charter will reimburse Executive for those expenses on a "grossed up" basis for such taxes (i.e., including any taxes on such tax reimbursement to the degree it also is deemed income) based on Executive's taxable compensation from Charter in that year, calculated on an annualized basis. Under Charter's current practice, such gross up payments are made at year end.

12. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time; provided that, except as provided in Section 16 of this Agreement, Executive shall not participate in any severance benefit of the Company.

13. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter. In no event will an expense be reimbu rsed later than the last day of the calendar year following the calendar in year in which such expense is incurred.

14. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time provided that, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

15. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) Death. Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) Disability. If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, provided that within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) Cause. The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) Good Reason. Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through [(vi) or (v)] or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)[(vii) or (vi)] through [(viii) or (vii)].

Notwithstanding the foregoing, Good Reason shall not occur solely based on a filing of a Chapter 11 reorganization proceeding of the Company or the implementation of the Joint Plan.

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least fourteen (14) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 15 (other than pursuant to Sections 15(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsectio ns 15(a)(ii)-(vi) above (the "Notice Period"); provided that, the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, Executive shall be deemed to have, and shall have in fact, effectively resigned from all executive, director, offices, or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change of Control. If Executive's employment is terminated by the Company without Cause or a Non-renewal Notice has been delivered to Executive either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change of Control at the request of a prospective purchaser whose proposed purchase would constitute a Change of Control upon its completion, such termination or delivery of a Non-renewal Notice shall be deemed to constitute a termination by the Company without Cause and shall be deemed to have occurred immediately before such Change of Control for purp oses of this Agreement and the Plan.

16. **Termination Pay**

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 16, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 16, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a benefi ciary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary and Bonus duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Sections 18, 19 and 20 hereof, an amount equal to two (2) times the Executive's then-current rate of Annual Base Salary and Target Bonus, which total sum shall be payable immediately following the Date of Termination in fifty-two (52) equal bi-weekly installments in accordance with the Company's normal payroll practices commencing with the next payroll date immediately following the 30 day anniversary of the Date of Termination; provided that, i f a Change of Control occurs (or is deemed pursuant to Section 15(d) hereof to have occurred after such termination) during such twenty-four (24) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control;

(ii) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms, provided that, in no event will an expense be reimbursed later than the last day of the calendar year following the calendar in year in which such expense is incurred;

(iii) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twenty-four (24) times the monthly cost, at the time Executive's employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid on the next payroll date immediately following the 30 day anniversary of the Date of Termination and will not take into account future increases in costs during the applicable time period;

(iv) vesting of equity awards as provided in the applicable award agreement and plan; and

(v) pay the cost of up to twelve (12) months, as required, of executive-level outplacement services (which provides as part of the outplacement services the use of an office and secretarial support as near as reasonably practicable to Executive's residence), provided that, in no event will an expense be reimbursed later than the last day of the calendar year following the calendar in year in which such expense is incurred.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 16, by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 16 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective in accordance with regular payroll practices and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are p ayable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement, and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph. Notwithstanding the foregoing, if, prior to the expiration of the Term, Executive Voluntarily terminates Executive's employment after the end of a fiscal year but prior to the date on which the bonus described in Section 6 is paid, Executive shall be entitled to receive such bonus, to the extent earned and unpaid, in accordance with Section 6.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 15(a)(ii)) or death (pursuant to Section 15(a)(i)), the Company shall pay to Executive, in a lump sum cash payment following the Date of Termination, all unpaid Annual Base Salary through the Date of Termination in accordance with regular payroll practices and the Bonus previously earned for a performance period ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the pro rata portion of the Bonus for such year (when and as such Bonuses are paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; provided that, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 16(b)(i) and 16(e), Executive must comply with the provisions of Sections 18, 19 and 20. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 16(b) and 16(e) Executive (or Executive's executor and personal representatives in case of death) must execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may hav e against Company or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its tra nsactions or operations. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 16 will not continue to be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Termination Following Expiration. Executive shall not be entitled to any severance payment under this Agreement or otherwise upon a termination following the expiration of the term of this Agreement except as may result from a termination by the Company without Cause as provided in Section 15(d).

(i) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

(j) Definitions. For purposes of this Section 16, the terms "termination of employment" or "terminate" when used in the context of termination of employment shall mean separation from service with the Company and its affiliates as the terms "separation from service" and "affiliate" are defined in Section 409A of the Code or the regulations thereunder.

(k) Notwithstanding anything to the contrary in this Section 16, any of the benefits described in this Section 16 that are due to be paid or awarded during the first six-(6) months after the Date of Termination shall, to the extent required to avoid the additional taxes and penalties imposed under Section 409A of the Code (as determined by independent tax counsel), be suspended for six months and paid on the day after the sixth month anniversary of the Date of Termination.

17. **Excess Parachute Payment**.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Total Payments”) is or will be subject to the excise tax imposed under Section 4999 of the Code (the “Excise Tax”), then the Total Payments shall be reduced (but not below zero) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Execu tive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term “Safe Harbor Amount” means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments in such order as Executive shall determine; provided that Executive may not so elect to the extent that, in the deter mination of the Determining Party (as defined herein), such election would cause Executive to be subject to the Excise Tax. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Executive’s rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 17(a) and the amount of such reduction shall be made at the Company’s expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the “Determining Party”); provided that, Executive shall be given advance notice of the Determining Party selected by the Company, and shall have the opportunity to reject the selection, within two business days of being notified of the selection, on the basis of that Determining Party’s having a conflict of interest or other reasonable basis, in which case the Company shall se lect an alternative auditing firm among the ten largest accounting firms in the United States or alternative independent qualified tax counsel, which shall become the Determining Party. Such Determining Party shall provide its determination (the “Determination”), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the termination of Executive’s employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 17(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company’s expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 17, the IRS determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within thirty (30) days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive's net after-tax proceeds with respect to the Tot al Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive's net after—tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 17, if (i) there is a reduction in the Total Payments as described in this Section 17, (ii) the IRS later determines that Executive is liable for the Excise Tax, the payment of which would result in the maximization of Executive's net after-tax proceeds (calculated as if Executive's benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or benefits which were reduced pursuant to this Section 17 as soon as administratively possible after Executive pays the Excise Tax (but not later than March 15 following the calendar year of the IRS determination) so that Executiv e's net after-tax proceeds with respect to the Total Payments are maximized.

18. **Competition/Confidentiality.**

(a) Acknowledgments by Executive. Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 18 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) Confidential Information. (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate a ny Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compare d to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by

Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

19. **Proprietary Developments.**

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, proces ses, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

20. **Non-Competition and Non-Interference.**

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 20 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 20, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 20(b)(iii), the first anniversary), of the date Executive's employment terminated provided that the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 16 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compens ation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her em ployment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet-based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 20 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or prov ide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), provided that the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service or product of a type offered by, or competitive with, any product or service provided by the Company to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchase d by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees nor shall i t prohibit Executive from providing a personal reference for the person or persons described in this subsection in response to a request for such a personal reference.

If Executive violates any covenant contained in this Section 20, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 20 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reas onably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 18, 19 or 20 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else emplo yed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 18, 19 and 20) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking su ch relief. Without limiting Company's rights under this Section or any other remedies of Company, if Executive breaches any of the provisions of Sections 18, 19 or 20, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 18, 19 and 20 are Essential and Independent Covenants. The covenants by Executive in Sections 18, 19 and 20 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 18, 19 and 20 are independent covenants and th e existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 18, 19 or 20. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 18, 19 and 20. The Company's right to enforce the covenants in Sections 18, 19 and 20 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 18, 19 or 20, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 18, 19 and 20 of this Agreement.

21. **Executive's Representations And Further Agreements.**

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non-public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters.

Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requ ires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

22. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

23. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associat ed with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

24. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Securities Trading Policy regarding the purchase and sale of the Company's securities by employees, as such Policy may be amended from time to time. Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the C ompany as set forth in the Policy from time to time.

25. **Indemnification.**

(a) If Executive 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 Company or is or was serving at the request of the Company 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 Company 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 25(e) hereof with respect to proceedings to enforce rights to indemnification, the Company 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.

(b) The Company shall pay the expenses (including attorneys' fees) incurred by Executive 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 Executive in his or her capacity as such shall be made only upon delivery to the Company of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, 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") tha t Executive was not entitled to be indemnified for such expenses under this Section 25 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 25(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 25(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive t o enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive 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 Company (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 Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, in dependent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 25 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 25 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Company's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, including all rights of indemnification provided by the Indemnification Agreement entered into by Executive and the Company dated as of the date of this Employment Agreement.

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

26. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

27. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via by overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company: Charter Communications, Inc.
Attn: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131

If to Executive: Christopher Winfrey
4219 W. Sevilla Street
Tampa, FL 33629

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

28. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

29. **Entire Agreement.** This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

30. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms

hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

31. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered i nto by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

32. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

33. **Choice of Law/Jurisdiction.** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or as to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executi ve's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern District of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

34. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

35. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

36. **Section 409A Compliance.** The Company and Executive intend that the provisions of this Agreement comply with the requirements of Code Section 409A and the regulations and guidance issued thereunder and be interpreted in accordance therewith. Executive will not have any discretion to designate the taxable year of payment of any amounts subject to Section 409A under any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CHARTER COMMUNICATIONS, INC.

By: /s/ Michael J. Lovett
Name: Michael J. Lovett
Title: President and Chief Executive Officer

EXECUTIVE

By: /s/ Christopher Winfrey
Name: Christopher Winfrey

EXHIBIT A

Stock Option Grant Agreement

NONQUALIFIED STOCK OPTION AGREEMENT

THIS AGREEMENT, made as of November 1, 2010 (the "Grant Date"), between Charter Communications, Inc., a Delaware corporation (the "Company"), and Chrisopher Winfrey, Optionee.

Unless otherwise defined herein, terms defined in the Charter Communications, Inc. 2009 Stock Incentive Plan (the "Plan") shall have the same defined meanings in this Nonqualified Stock Option Agreement (the "Agreement").

The undersigned Optionee has been granted an Option to purchase Shares of Class A common stock of the Company ("Shares"), subject to the terms and conditions of the Plan and this Agreement, as follows:

Vesting Schedule:	25% each year on each of the first four anniversaries of the Grant Date, subject to the restrictions and limitations of the Agreement and the Plan
Exercise Price per Share:	$[average of the high and low prices on November 1, 2010]
Exercise Expiration Date:	Tenth year anniversary of Grant Date
Total Number of Shares under Option	90,000 shares, as shown on the records of the Company

Charter Communications, Inc.

Abigail T. Pfeiffer, SVP - Human Resources

I agree to this grant of an Option to purchase Shares of the Company, acknowledge that this grant is subject to the terms and conditions of the Plan and this Agreement, and have read and understand the terms and conditions set forth in Sections 1 through 20 of this Agreement.

Optionee, Christopher Winfrey,
accepted on "Merrill Lynch Benefits Online"

1. Grant of Option.

1.1 The Company hereby grants to the Optionee the right and option (the "Option") to purchase all or any part of the Total Number of Shares under Option set forth above, subject to, and in accordance with, the terms and conditions set forth in this Agreement.

1.2 The Option is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

1.3 This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference), except as to terms and provisions otherwise set forth in this Agreement, and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

2. Purchase Price.

The price at which the Employee shall be entitled to purchase Shares upon the exercise of the Option shall be the Exercise Price per Share set forth above.

3. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten years from the Grant Date (the "Exercise Term") and shall expire as of the tenth (10^{th}) anniversary of the Grant Date ("Exercise Expiration Date"); provided, however, that the Option may be earlier or later terminated as provided under the terms of the Plan and this Agreement.

4. Vesting of Option.

Unless otherwise provided in this Agreement or the Plan, the Vesting Schedule shall be as set forth on page 1; provided however, that Options shall continue to vest only while the Optionee is an Eligible Individual. Each right of purchase shall be cumulative and shall continue, unless sooner exercised or terminated as herein provided, during the remaining period of the Exercise Term. Any fractional number of Shares resulting from the application of the foregoing percentages shall be rounded (up or down) to a whole number of Shares. Notwithstanding anything in the Plan or this Agreement to the contrary, upon the termination of employment of the Optionee (i) as a result of his or her death or Disability, then all unvested Options shall be cancelled; (ii) as a result of his Retirement, all Options shall i mmediately vest and become fully exercisable; (iii) by the Company, or any of its Subsidiaries, without Cause, then unvested Options shall vest pro rata as of the date of such termination (as described in Exhibit A attached hereto), provided that any such pro-rata vesting portion of an Option grant shall become exercisable pursuant to Section 6 hereof, as soon as is reasonably administratively practicable following such termination; or (iv) if, (a) within thirty (30) days prior or 13 months following the occurrence of a Change in Control or (b) at any time prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company, or any of its Subsidiaries, terminates the Grantee's employment without Cause, or the Grantee terminates his or her employment with the Company and its Subsidiaries for Good Reason (as such terms are defined in the Plan), all Sha res shall immediately vest (subject to the Plan provisions relating to "Excise Tax Limitations"); provided that, notwithstanding anything to the contrary in this Agreement, in the event that Grantee's employment with the Company terminates at any time on or before the first anniversary of such employment, either as the result of termination by the Company for Cause or by Grantee other than for Good Reason (all determined in accordance with Grantee's employment agreement with the Company), all Options shall be immediately cancelled. Shares which do not vest in accordance with the foregoing provisions shall be canceled without payment of consideration to the Grantee.

5. Manner of Exercise and Payment.

5.1 Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised by delivery of written notice in person, electronically or by mail to the Plan Administrator (or his or her designee). Such notice shall state that the Optionee is electing to exercise the Option and the number of Shares in respect of which the Option is being exercised and shall be signed by the person or persons exercising the Option. If requested by the Committee, such person or persons shall (i) deliver this Agreement to the Plan Administrator (or his or her designee) who shall endorse thereon a notation of such exercise and (ii) provide satisfactory proof as to the right of such person or persons to exercise the Option.

5.2 The notice of exercise described in Section 5.1 hereof shall be accompanied by (a) the full purchase price for the Shares in respect of which the Option is being exercised, in cash, by check, by transferring

Shares to the Company having a Fair Market Value on the day preceding the date of exercise equal to the cash amount for which such Shares are substituted, or in such other manner as may be permitted by the Committee in its discretion, and (b) payment of the Withholding Taxes as provided by Section 12 of this Agreement, and in the manner as may be permitted by the Committee its discretion pursuant to Section 12 of this Agreement.

5.3 Upon receipt of notice of exercise and full payment for the Shares in respect of which the Option is being exercised, the Company shall, subject to the terms of the Plan, take such action as may be necessary to effect the transfer to the Optionee of the number of Shares as to which such exercise was effective.

5.4 The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to any Shares subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this Agreement and the Optionee shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised, (ii) the Company shall have issued and delivered the Shares to the Optionee, and (iii) the Optionee's name shall have been entered as a stockholder of record on the books of the Company, whereupon the Optionee shall have full voting and other ownership rights with respect to such Shares.

6. Exercisability upon Termination of Employment.

If the employment of the Optionee is terminated as a result of death, Disability or Retirement, the Option shall continue to be exercisable, to the extent then exercisable, in whole or in part, at any time during the six months after the date of such termination, but in no event after the Exercise Expiration Date. If the employment of the Optionee is terminated for Cause, the Option shall terminate effective immediately prior to the Optionee's termination of employment, whether or not such Option is then exercisable. If the employment of the Optionee is terminated for any reason other than death, Disability or Retirement or for Cause, then, subject to Section 7 hereof, the Option shall terminate as of the sixth month following the date of the Optionee's termination of employment whether or not exercisable.

7. Effect of Change in Control.

In the event of a Change in Control, the Committee may, in its discretion, do one or more (or none) of the following: (i) shorten the period during which Options are exercisable (provided they remain exercisable for at least 30 days after the date on which notice of such shortening is given to Optionee); (ii) arrange to have the surviving or successor entity assume the Options or grant replacement options with appropriate adjustments in the option prices and in the number and kind of securities issuable upon exercise or adjustments so that the Options or their replacements represent the right to purchase the shares of stock, se curities or other property (including cash) as may be issuable or payable as a result of a Change in Control with respect to or in exchange for the number of Shares purchasable and receivable upon the exercise of the Options had such exercise occurred in full prior to such Change in Control, or (iii) cancel Options upon the payment to the Optionee in cash, with respect to each Option to the extent then exercisable (including any Options as to which the exercise has been accelerated in accordance with this Section), of an amount that is equal to the Fair Market Value of the Shares subject to the option or portion thereof over the aggregate exercise price for such Shares under Option or portion thereof surrendered at the effective time of the Change in Control.

8. Nontransferability.

The Option shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of the Optionee, the Option shall be exercisable only by the Optionee. Notwithstanding the foregoing, the Option may be transferred to members of the Optionee's immediate family, to trusts solely for the benefit of such immediate family members and to partnerships in which such family members and/or trusts are the only partners, and for purposes of this Agreement, a transferee of an Option shall be deemed to be the Optionee. For this purpose, immediate family means the Optionee's sp ouse, parents, children, stepchildren and grandchildren and the spouses of such parents, children, stepchildren and grandchildren.

9. No Right to Continued Employment.

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Optionee any right with respect to continuance of employment by the Company, or any Subsidiary or Affiliate of the Company, nor shall this Agreement or the Plan interfere in any way with the right of the Company to terminate the Optionee's employment at any time.

10. Adjustments.

In the event of a Change in Capitalization, the Committee may, in its discretion, make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and the purchase price for such Shares or other stock or securities. The Committee's adjustment shall be made in accordance with the provisions of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

11. Effect of a Merger, Consolidation or Liquidation.

Subject to the terms of the Plan and this Agreement, in the event of (a) the liquidation or dissolution of the Company or (b) a merger or consolidation of the Company (a "Transaction") that does not constitute a Change in Control, the Options shall continue in effect in accordance with their respective terms, except that the Committee may, in its discretion, do one or more (or none) of the following: (i) shorten the period during which the Options are exercisable (provided they remain exercisable for at least thirty (30) days after the date on which notice of such shortening is given to the Optionee); (ii) accelerate the vesting schedule with respect to the Options, (iii) arrange to have the surviving or successor entity assume the Options or grant replacement Optio ns with appropriate adjustments in the exercise prices, and adjustments in the number and kind of securities issuable upon exercise or adjustments so that the Options or their replacements represent the right to purchase or receive the stock, securities or other property (including cash) as may be issuable or payable as a result of such Transaction with respect to or in exchange for the number of Shares purchasable and receivable upon the exercise of the Options had such exercise occurred in full prior to the Transaction, or (iv) with the prior written consent of the Optionee, cancel the Options upon the payment to the Optionees in cash of an amount that is equal to the Fair Market Value of the Shares subject to the Option or portion thereof over the aggregate exercise price for such Shares under the Option or portion thereof surrendered at the effective time of the Transaction. The treatment of any Option as provided in this Section 11 shall be conclusively presumed to be appropriate fo r purposes of Section 10 of the Plan.

12. Withholding of Taxes.

At such times as the Optionee recognizes taxable income in connection with the receipt of Shares hereunder (a "Taxable Event"), the Optionee shall pay to the Company an amount equal to the federal, state and local income taxes and other amounts as may be required by law to be withheld by the Company in connection with the Taxable Event (the "Withholding Taxes") prior to the issuance, or release from escrow, of such Shares. The Company shall have the right to deduct from any payment to an Optionee an amount equal to the Withholding Taxes in satisfaction of the obligation to pay Withholding Taxes. In satisfaction of the obligation to pay Withholding Taxes to the Company, the Optionee may make a written election (the "Tax Election"), which may be accepted or rejected in the d iscretion of the Committee, to have withheld a portion of the Shares then issuable to him or her having an aggregate Fair Market Value equal to the Withholding Taxes. Notwithstanding the foregoing, the Committee may, in its discretion, provide that an Optionee shall not be entitled to exercise his or her Options if the Optionee has not paid cash to the Company with respect to the applicable Withholding Taxes for such Options.

13. Excise Tax Limitation.

(a) Notwithstanding anything contained in this Agreement to the contrary, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of the Optionee by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments"), is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) if and to the extent that a reduction in the Total Payments would result in the Optionee retaining a larger amount, on an after-tax basis (taking into account federal, state and local income ta xes and the Excise Tax), than if the Optionee received the entire amount of such Total Payments. Unless the Optionee shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the Determination (as hereinafter defined). Any notice given by the Optionee pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing the Executive's rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 12.2 (a) of the Plan and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by the Optionee from among the six largest accounting firms in the United States or at the Optionee’s expense by an attorney selected by the Optionee. Such accounting firm or attorney (the “Determining Party”) shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and the Optionee within ten (10) days of the termination of Optionee’s employment. If the Determining Party determines that no Excise Tax is payable by the Optionee w ith respect to the Total Payments, it shall furnish the Optionee with an opinion reasonably acceptable to the Optionee that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and the Optionee. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination of the Determining Party as to the extent of the reduction, if any, pursuant to Section 12.2 (a) of the Plan, or to have such Determination reviewed by an accounting firm selected by the Company, at the Company’s expense. If the Company’s accounting firm and the Determining Party do not agree, a third accounting firm shall be jointly chosen by the Determining Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and the Optionee.

14. Employee Bound by the Plan.
The Optionee hereby acknowledges that the Optionee may receive a copy of the Plan upon request to the Plan Administrator and agrees to be bound by all the terms and provisions of the Plan.

15. Modification of Agreement.
This Agreement may be modified, amended, suspended or terminated by the Committee in its discretion at any time, and any terms or conditions may be waived by the Committee in its discretion at any time; provided, however, that all such modifications, amendments, suspensions, terminations or waivers that shall adversely effect an Optionee shall only be effective pursuant to a written instrument executed by the parties hereto.

16. Severability.
Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

17. Governing Law.
The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

18. Successors in Interest.
This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Optionee’s legal representatives. All obligations imposed upon the Optionee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Optionee’s heirs, executors, administrators, successors.

19. Resolution of Disputes.
Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Optionee and Company for all purposes.

20. Shareholder Approval.
The effectiveness of this Agreement and of the grant of the Option pursuant hereto is subject to the approval of the Plan by the stockholders of the Company in accordance with the terms of the Plan.

Exhibit A

Pro Rata Vesting

In the event that the Optionee's employment with the Company is terminated and such Optionee is entitled to the pro rata vesting of a portion of his or her Option pursuant to this Agreement, such pro rata portion shall be calculated as a percentage of the total shares vesting on the next vesting date (rounded down to the nearest whole number in the event of a fractional number of shares), with the numerator being the number of days from the beginning of the current vesting period through the termination date and the denominator being (a) the total number of days in a vesting period in the event that the vesting period is less than a full calendar year, or (b) in the event that the vesting period is a full calendar year, 365 (notwithstanding the vesting period is in a leap year). 0; The first vesting period will normally begin on the Grant Date. The subsequent vesting periods will begin on March 2 and end on March 1, as set forth on the Vesting Schedule in the Agreement.

EXHIBIT B

Restricted Shares Grant Agreement

CHARTER COMMUNICATIONS, INC.
RESTRICTED STOCK GRANT NOTICE

Charter Communications, Inc. (the "**Company**"), pursuant to its 2009 Stock Incentive Plan (as amended, the "**Plan**"), hereby grants to Grantee the number of Shares of the Company's Class A common stock set forth below (the "**Shares**"). The Shares are subject to all of the terms and conditions as set forth in this Grant Notice, the Restricted Stock Agreement (the "**Agreement**") which is attached hereto, and the Plan. The Agreement and the Plan are deemed to be incorporated herein in their entirety.

Grantee:	Christopher Winfrey
Date of Grant:	November 1, 2010
Number of Shares:	80,000

Vesting Schedule: Subject to the restrictions and limitations of the Agreement and the Plan, one-third of the Shares shall vest on each of the first three anniversaries of the Date of Grant.

Additional Terms/Acknowledgements: The undersigned Grantee acknowledges receipt of, and has read and understands and agrees to, this Grant Notice, the Agreement and the Plan. Grantee further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between Grantee and the Company regarding the grant by the Company of the Shares referred to in this Grant Notice.

CHARTER COMMUNICATIONS, INC.	**GRANTEE:**
______________________________	______________________________
Abby Pfeiffer, Senior Vice President, Human Resources	Christopher Winfrey

Dated: November 1, 2010

CHARTER COMMUNICATIONS, INC.
RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (together with the attached grant notice (the "**Grant Notice**"), the "**Agreement**") is made and entered into as of the date of grant set forth on the Grant Notice by and between Charter Communications, Inc., a Delaware corporation (the "**Company**"), and the individual (the "**Grantee**") set forth on the Grant Notice.

A. Pursuant to the Charter Communications, Inc. 2009 Stock Incentive Plan (as amended, the "**Plan**"), the Board of Directors of the Company or an authorized Committee thereof has determined that it is in the best interest of the Company to grant to Grantee shares of the Class A Common Stock of the Company (the "**Shares**") set forth on the Grant Notice, and in all respects subject to the terms, definitions and provisions of this agreement and the Plan, which is incorporated herein by reference.

B. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in the Plan.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Grantee and the Company hereby agree as follows:

1. Grant and Terms of Shares.

   a. Grant of Shares. Pursuant to the Grant Notice, the Company has granted to the Grantee, subject to the terms and conditions set forth in the Plan and this Agreement, the number of Shares set forth on the Grant Notice.

   b. Vesting. As of the date of grant set forth in the Grant Notice, all of the Shares shall be unvested, and shall become vested only in accordance with the schedule set forth in the Grant Notice. Notwithstanding the foregoing, the following provisions shall apply, (to the extent that, under guidance issued by the Internal Revenue Service, the following provisions would not result in the imposition of an excise tax on the Grantee under Section 409A of the Internal Revenue Code) on the termination of the employment of the Grantee with the Company and its Subsidiaries: (a) all unvested Shares shall be cancelled upon Grantee's death or Disability, (b) all unvested Shares shall immediately vest upon Grantee's Retirement, (c) all unvested shares shall continue to vest for one year following the Company's, or any of its Subsidiaries', termination of the Grantee's employment without "Cause," and (d) if, within 13 months following the occurrence of a Change in Control, the Company, or any of its Subsidiaries, terminates the Grantee's employment without Cause, or the Grantee terminates his or her employment with the Company and its Subsidiaries for Good Reason (as such terms are defined in the Plan), all Shares shall immediately vest (subject to the Plan provisions relating to "Excise Tax Limitations"); provided that, notwithstanding anything to the contrary in this Agreement, in the event that Grantee's employment with the Company terminates at any time on or before the first anniversary of such employment, either as the result of termination by the Company for Cause or by Grantee other than for Good Reason (all determined in accordance with Grantee's employment a greement with the Company), all Shares shall be immediately cancelled. Shares which do not vest in accordance with the foregoing provisions shall be canceled without payment of consideration to the Grantee.

      Notwithstanding the foregoing, if any stock of the Company is publicly traded on an established securities market or otherwise, and if the Grantee is a "Key Employee" of the Company or an Affiliate (**as defined in Section 416(i) of the Internal Revenue Code without regard to paragraph (5) thereof)** no payment shall be made to the Grantee within six months after the Grantee's separation from service (or, if earlier, the date of his or her death) and the Vesting Period shall be deemed extended to that date;

provided, this provision shall not apply if payment of Shares hereunder would not result in excise tax under guidance provided by the IRS.

2. General Restrictions on Transfer of Shares.

a. No Transfers of Unvested Shares. In no event shall the Grantee transfer any Shares that are not vested (or any right or interest therein) to any person in any manner whatsoever, whether voluntarily or by operation of law or otherwise, except for transfers resulting from Grantee's death.

b. Invalid Sales. Any purported transfer of Shares made without fully complying with all of the provisions of this Agreement shall be null and void and without force or effect.

3. Compliance with Applicable Laws.

No Shares will be issued pursuant to this Agreement unless and until there shall have been full compliance with all applicable requirements of the Securities Act of 1933, as amended (whether by registration or satisfaction of exemption conditions), all other applicable laws, and all applicable listing requirements of any national securities exchange or other market system on which the Class A Common Stock of the Company is then listed.

4. General.

a. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Delaware applicable to Agreements made and to be performed entirely in Delaware, without regard to the conflicts of law provisions of Delaware or any other jurisdiction.

b. Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed duly given upon delivery if delivered by hand, upon receipt if faxed, or three (3) after posting if sent by regular mail (U.S. Mail), to the address set forth below or to such other address for a party as that party may designate by advance written notice to the other parties.

If to the Company:

Charter Communications, Inc.
12405 Powerscourt Dr.
St. Louis, Mo. 63131
Attention: General Counsel

If to Grantee, at the address set forth on the Company's records.

c. Legend. In addition to any other legend which may be required by agreement or applicable laws, each share certificate representing Shares shall have endorsed upon its face a legend in substantially the form set forth below:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO VESTING CONDITIONS AND CERTAIN RESTRICTIONS ON TRANSFER, SALE AND HYPOTHECATION AND CERTAIN REPURCHASE RIGHTS. A COMPLETE STATEMENT OF THE TERMS AND CONDITIONS GOVERNING SUCH RESTRICTIONS IS SET FORTH IN AN AGREEMENT, DATED AS OF [AGREEMENT DATE], A COPY OF WHICH IS ON FILE AT THE CORPORATION'S PRINCIPAL OFFICE.

d. Modifications. This Agreement may be amended, altered or modified only by a writing signed by each of the parties hereto.

e. Application to Other Stock. In the event any capital stock of the Company or any other corporation shall be distributed, with respect to, or in exchange for shares of Class A Common Stock as a stock dividend, stock split, reclassification or recapitalization in connection with any merger or reorganization or otherwise, all restrictions, rights and obligations set forth in this Agreement shall apply with respect to such other capital stock to the same extent as they are, or would have been applicable, to the Shares on or with respect to which such other capital stock was distributed.

f. Additional Documents. Each party agrees to execute any and all further documents and writings, and to perform such other actions, which may be or become reasonably necessary or expedient to be made effective and carry out this Agreement.

g. No Third-Party Benefits. Except as otherwise expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third-party beneficiary.

h. Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

i. No Assignment. Except as otherwise provided in this Agreement, the Grantee may not assign any of his or her rights under this Agreement without the prior written consent of the Company, which consent may be withheld in its sole discretion. The Company shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release the Company of any obligations pursuant to this Agreement.

j. Equitable Relief. The Grantee acknowledges that, in the event of a threatened or actual breach of any of the provisions of this Agreement, damages alone will be an inadequate remedy, and such breach will cause the Company great, immediate and irreparable injury and damage. Accordingly, the Grantee agrees that the Company shall be entitled to injunctive and other equitable relief, and that such relief shall be in addition to, and not in lieu of, any remedies they may have at law or under this Agreement.

k. Arbitration.

   i. General. Any controversy, dispute, or claim between the parties to this Agreement, including any claim arising out of, in connection with, or in relation to the formation, interpretation, performance or breach of this Agreement shall be settled exclusively by arbitration, before a single arbitrator, in accordance with this section and the then most applicable rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Such arbitration shall be administered by the American Arbitration Association. Arbitration shall be the exclusive remedy for determining any such dispute, regardless of its nature. Notwithstanding the foregoi ng, either party may in an appropriate matter apply to a court for provisional relief, including a temporary restraining order or a preliminary injunction, on the ground that the award to which the applicant may be entitled in arbitration may be rendered ineffectual without provisional relief. Unless mutually agreed by the parties otherwise, any arbitration shall take place in the City of St. Louis, Missouri.

   ii. Selection of Arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall select a single arbitrator from a list of nine arbitrators drawn by the parties at random from a list of nine persons (who shall be retired judges or corporate or litigation attorneys experienced in stock options and buy-sell agreements) provided by the office of the American Arbitration Association having jurisdiction over St. Louis, Missouri. If the parties are unable to agree upon an arbitrator from the list so drawn, then the parties shall each strike names alternately from the list, with the first to strike being determined by lot. After each party has used four strikes, the remaining name on the list shall be the arbitrator. If such person is unable to serve for any reason, the parties shall repeat this process until an arbitrator is selected.

iii. Applicability of Arbitration; Remedial Authority. This agreement to resolve any disputes by binding arbitration shall extend to claims against any parent, subsidiary or affiliate of each party, and, when acting within such capacity, any officer, director, shareholder, employee or agent of each party, or of any of the above, and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. In the event of a dispute subject to this paragraph, the parties shall be entitled to reasonable discovery subject to the discretion of the arbitrator. The remedial authority of the arbitrator (which shall include the right to grant injunctive or other equitable relief) shall be the same as , but no greater than, would be the remedial power of a court having jurisdiction over the parties and their dispute. The arbitrator shall, upon an appropriate motion, dismiss any claim without an evidentiary hearing if the party bringing the motion establishes that he or it would be entitled to summary judgment if the matter had been pursued in court litigation. In the event of a conflict between the applicable rules of the American Arbitration Association and these procedures, the provisions of these procedures shall govern.

iv. Fees and Costs. Any filing or administrative fees shall be borne initially by the party requesting arbitration. The Company shall be responsible for the costs and fees of the arbitration, unless the Grantee wishes to contribute (up to 50%) of the costs and fees of the arbitration. Notwithstanding the foregoing, the prevailing party in such arbitration, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled, to the extent permitted by law, to reimbursement from the other party for all of the prevailing party's costs (including but not limited to the arbitrator's compensation), expenses, and attorneys' fees.

v. Award Final and Binding; Severability. The arbitrator shall render an award and written opinion, and the award shall be final and binding upon the parties. If any of the provisions of this paragraph, or of this Agreement, are determined to be unlawful or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Agreement, and this Agreement shall be reformed to the extent necessary to carry out its provisions to the greatest extent possible and to insure that the resolution of all conflicts between the parties, including those arising out of statutory claims, shall be resolved by neutral, binding arbitration. If a court should find that the arbitration provisions of this Agreement are not absol utely binding, then the parties intend any arbitration decision and award to be fully admissible in evidence in any subsequent action, given great weight by any finder of fact, and treated as determinative to the maximum extent permitted by law.

l. Headings. The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

m. Number and Gender. Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and the neuter gender includes the masculine and the feminine; (b) the singular tense and number includes the plural, and the plural tense and number includes the singular; (c) the past tense includes the present, and the present tense includes the past; and (d) references to parties, sections, paragraphs and exhibits mean the parties, sections, paragraphs and exhibits of and to this Agreement.

n. Instructions to Plan Administrator. Grantee authorizes the Company to deliver the instructions attached as Exhibit B hereto to the Plan administrator during the next applicable trading window on behalf of the Grantee authorizing the Plan administrator to sell Shares at the time they vest in order to satisfy the Grantee’s withholding tax obligations with respect to the Shares. Grantee may withdraw such instructions at his or her discretion.

o. Complete Agreement. The Grant Notice, this Agreement and the Plan constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements (including, without limitation, any employment agreement), representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

CHARTER COMMUNICATIONS, INC.
RESTRICTED STOCK AGREEMENT

Exhibit B

Instructions to Plan Administrator

To the Plan Administrator of the Charter Communications, Inc. 2009 Stock Incentive Plan:

In connection with the Charter Communications, Inc. 2009 Stock Incentive Plan, I have been granted restricted shares (the "Shares") of Class A common stock of Charter Communications, Inc. ("Charter"). These shares are subject to vesting conditions as set forth in my Grant Notice and Restricted Stock Agreement. At such time that some or all of the Shares vest, I hereby instruct you to sell such number of Shares as may be necessary to satisfy my tax withholding obligations with respect to such vested Shares. These instructions shall remain in effect unless and until you receive contrary written instructions from me.

Exhibit 12.1

CHARTER COMMUNICATIONS, INC AND SUBSIDIARIES
RATIO OF EARNINGS TO FIXED CHARGES CALCULATION
(In millions)

	Successor Three Months Ended September 30, 2010	Predecessor Three Months Ended September 30, 2009	Successor Nine Months Ended September 30, 2010	Predecessor Nine Months Ended September 30, 2009
Earnings				
Income (Loss) from Operations before Noncontrolling Interest and Income Taxes	$ 14	$ (2,995)	$ 59	$ (3,367)
Fixed Charges	224	321	651	1,102
Total Earnings	$ 238	$ (2,674)	$ 710	$ (2,265)
Fixed Charges				
Interest Expense	$ 214	$ 201	$ 630	$ 867
Interest Expense Included Within Reorganization Items, Net	-	113	-	211
Amortization of Debt Costs	8	5	15	18
Interest Element of Rentals	2	2	6	6
Total Fixed Charges	$ 224	$ 321	$ 651	$ 1,102
Ratio of Earnings to Fixed Charges (1)	1.06	-	1.09	-

(1) Earnings for the three and nine months ended September 30, 2009 were insufficient to cover fixed charges by $3.0 billion and $3.4 billion, respectively. As a result of such deficiencies, the ratios are not presented above.

Exhibit 31.1

I, Michael J. Lovett, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Charter Communications, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 3, 2010

/s/ Michael J. Lovett
Michael J. Lovett
President and Chief Executive Officer

Exhibit 31.2

I, Christopher L. Winfrey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Charter Communications, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 3, 2010

/s/ Christopher L. Winfrey

Christopher L. Winfrey
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE
OFFICER REGARDING PERIODIC REPORT CONTAINING
FINANCIAL STATEMENTS

I, Michael J. Lovett, the President and Chief Executive Officer of Charter Communications, Inc. (the "Company") in compliance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, hereby certify that, the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2010 (the "Report") filed with the Securities and Exchange Commission:

- fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael J. Lovett
Michael J. Lovett
President and Chief Executive Officer
November 3, 2010

CERTIFICATION OF CHIEF FINANCIAL OFFICER REGARDING PERIODIC REPORT CONTAINING FINANCIAL STATEMENTS

I, Christopher L. Winfrey, the Chief Financial Officer of Charter Communications, Inc. (the "Company"), in compliance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, hereby certify that, the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2010 (the "Report") filed with the Securities and Exchange Commission:

- fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Christopher L. Winfrey
Christopher L. Winfrey
Chief Financial Officer
(Principal Financial Officer)
November 3, 2010