

**STATE OF HAWAII
APPLICATION FOR TRANSFER
OF CABLE TELEVISION FRANCHISE**

Oceanic Time Warner Cable LLC Systems Franchises

I. INTRODUCTION

In accordance with the State of Hawai'i's ("**State**") Hawai'i Administrative Rules ("**HAR**") (esp. HAR §§ 16-133-3 and 16-133-9), no cable franchise, including the rights, privileges, and obligations thereof, may be assigned, sold, leased, encumbered, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, including by transfer of control of any cable system, whether by change in ownership or otherwise, without the approval of the Director of the Department of Commerce and Consumer Affairs (the "**DCCA**"). One seeking to obtain a cable franchise through a transfer (the "**Applicant**") shall apply to the Director, in the form of a written application that has been co-signed by the transferor (the "**Transferor**"). No cable franchise shall be transferred except upon the Director's approval of the written application. This Application represents that form in connection with the submission to DCCA of the Federal Communications Commission ("**FCC**") Form 394, Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise, for each of the cable television franchises to be transferred. The submission of the completed Application for each cable television franchise to be transferred and its acceptance by DCCA are necessary State conditions for the transfer of cable franchises in Hawai'i. The application process outlined in the HAR does not relieve Transferor of its obligations, or prejudice any of DCCA's rights, under the provisions of the federal Cable Communications Act of 1984 as amended, particularly by the transfer provisions of Section 617 of the federal Cable Television Consumer Protection and Competition Act of 1992, as revised, nor under other applicable laws and regulations. Acceptance of the Application by DCCA does not confer on Applicant any franchise rights, nor constitute agreement in whole or in part regarding any franchise provision. DCCA's acceptance is intended only as an acknowledgement of the substantial completeness of the Application and the information it contains, along with acknowledgement that Applicant has fulfilled a necessary State condition for transferring the cable franchise(s), as requested. Upon acceptance of the Application, it is DCCA's intention to draft proposed Franchise Document(s) incorporating provisions reflecting community needs and interests, and comments from the public hearing(s) on the transfer application, to serve as the basis of negotiations aimed at establishing mutually agreeable Franchise Document(s).

II. GENERAL INFORMATION

- A. State the name, mailing and email addresses, and telephone number(s) of Applicant.

Response:

Charter Communications, Inc. ("Charter" or "Applicant")¹
400 Atlantic Street
Stamford, CT 06901
(203) 905-7800
Contact Person: Adam E. Falk
Email: Adam.Falk@charter.com
Phone: (202) 621-1910

- B. State the name, mailing and email addresses, and telephone number(s) of Transferor.

Response:

Time Warner Cable Inc. ("TWC" or "Transferor")
60 Columbus Circle
New York, NY 10023
(212) 364-8200
Contact Person: John Fogarty
Email: john.fogarty@twcable.com

- C. Provide a summary of the Application for Transfer.

Response: As further discussed below, this Application concerns a transaction through which Charter Communications, Inc. ("Charter"), TWC, and a third entity, Bright House Networks, LLC ("BHN"), a subsidiary of Advance/Newhouse Partnership ("Advance/Newhouse") that is not a party to this Petition, will merge into "New Charter"—creating an advanced, growth-oriented broadband cable company poised to better serve customers in competitive, high-quality communications services ("Transaction"). Upon completion of the Transaction, Oceanic Time Warner Cable LLC ("OTWC") will be an indirect subsidiary of New Charter.²

¹ The Applicant, Charter Communications, Inc., is currently the ultimate parent of the Charter corporate structure, including its subsidiary CCH I, LLC. As described in response to Section II.C below, upon consummation of the Transaction, CCH I, LLC will become the ultimate Charter parent company and is referred to in this Application as "New Charter."

² As explained in note 1 above, this Application refers to the reorganized parent company as "New Charter." However, the parent entity resulting from the merger will ultimately assume the name "Charter Communications, Inc.," as described more thoroughly herein.

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Transferor's Name: Time Warner Cable Inc.

Cable Franchise System(s): Oceanic Time Warner Cable LLC Systems

The proposed Transaction will combine Charter, TWC, and BHN into a single company able to leverage the best aspects of each of the three participants. Pursuant to the Transaction, TWC stockholders will receive a combination of cash and stock that values TWC at approximately \$78.7 billion, and Advance/Newhouse will receive a combination of cash and partnership units that values BHN at approximately \$10.4 billion. Upon the Transaction's completion, the resulting company, New Charter, will serve approximately 23.9 million customers across 41 states.

1. National Transaction

The basic structure of the Transaction resulting in the transfer of control under consideration is a series of mergers after which TWC and BHN, and their respective subsidiaries, will become subsidiaries of New Charter, which will also be the ultimate parent of Charter's current operating entities.

On May 23, 2015, Charter, along with CCH I, LLC, the current Charter subsidiary that will become New Charter, entered into agreements ("Agreements") with each of TWC, Liberty Broadband Corporation ("Liberty Broadband"), Liberty Interactive Corporation (together with Liberty Broadband, "Liberty") and Advance/Newhouse, a parent company of BHN.

Under the terms of the Agreements, TWC will merge into a subsidiary of New Charter through a series of mergers. Those mergers will ultimately result in TWC stockholders, other than Liberty, receiving a combination of cash and shares of New Charter Class A common stock in exchange for their shares of TWC stock, and Liberty receiving shares of New Charter Class A common stock in exchange for its shares of TWC stock.³ In addition, subject to separate conditions set forth in Charter's agreement with Advance/Newhouse, New Charter will acquire BHN for approximately \$10.4 billion, comprised of cash and equity of New Charter and an indirect subsidiary of New Charter, and BHN will become an indirect subsidiary of New Charter.⁴ Liberty will invest a total of \$5 billion in connection with the Transaction in exchange for additional shares of New Charter Class A common stock.

³ Shares of TWC stock, other than those owned by Liberty, will be converted into the right to receive for each share, at the stockholder's election, either (a) a combination of \$100 in cash and approximately 0.4891 shares of New Charter Class A common stock, or (b) a combination of \$115 in cash and approximately 0.4125 shares of New Charter Class A common stock. Shares of TWC stock held by Liberty will ultimately be converted into shares of New Charter Class A common stock.

⁴ Upon completion of the transaction, based on the number of shares of TWC common stock and Charter Class A common stock outstanding as of June 10, 2015, (a) TWC's existing stockholders will own between 41% and 45% of New Charter, (b) Liberty Broadband—Charter's largest shareholder with approximately 25% current ownership of Charter—will own between 18% and 19%, although its voting interest will be comparable to its pre-transaction level pursuant to a five-year irrevocable proxy, subject to certain exceptions, for a portion of the shares of New Charter owned by Advance/Newhouse, and (c) Advance/Newhouse will own between 13% and 14%.

The management of New Charter, including Charter's current operating subsidiaries, is expected to remain unchanged. New Charter will assume the Charter name and will be the entity with shares traded on NASDAQ. Upon completion of the Transaction, approximately 68% of New Charter, on an as-converted, as-exchanged basis, will be publicly held, and a majority of the 13-member board will not be nominated by either Advance/Newhouse (which will nominate two board members at closing) or Liberty Broadband (which will nominate three board members at closing). Tom Rutledge, Charter's President and CEO, will be offered the position of Chairman of the Board and CEO of New Charter.

New Charter will be the third-largest MVPD behind AT&T-DirecTV and Comcast, assuming the AT&T-DirecTV merger is consummated. New Charter will own and/or manage systems serving approximately 19.4 million broadband customers, 17.3 million video customers, and 9.4 million voice customers across 41 states.

2. Transfer of Control of OTWC

As a result of the Transaction, TWC will become a subsidiary of New Charter and indirect control of OTWC will transfer to New Charter. However, there will be no assignment or transfer of the OTWC franchises and OTWC will remain the holder of its franchises in Hawai'i. The change of indirect ownership of OTWC will not result in any disruption of service to Hawai'i customers and this Application seeks the DCCA's consent for the transfer of control of OTWC, as more fully described herein.

This Application includes the Federal Communications Commission ("FCC") Form 394 ("Form 394") dated July 15, 2015 concerning the transfer of control of OTWC. The Form 394 is designed to provide the relevant information the DCCA needs to assess the financial, legal, and technical qualifications of New Charter to be the ultimate parent entity of OTWC. The information provided in the attached Form 394 demonstrates that New Charter is financially, legally, and technically qualified to acquire control of OTWC.

- D. State Applicant's position on whether it will continue and comply with the existing services to customers and the franchise obligations and requirements of the current franchise holder under the Hawai'i cable franchise(s).

Response: In accordance with its response contained in Exhibit 2 to the FCC Form 394 attached, New Charter and OTWC, the legal entity holding the franchises for the cable systems that are the subject of the Form 394, have no current plans to change the terms and conditions of service or operations of the systems.

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New Charter has certified in the Form 394, Section V, Part II(c), that it will use its best efforts to comply with the terms of the franchises and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation of the systems, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

- E. State whether Applicant is requesting, or will request any changes to the current cable franchise(s) orders; and describe the requested changes, if any.

Response: New Charter is not requesting and has no current plans to request any changes to the current cable franchise orders.

- F. State whether Applicant affirms all statements made by Transferor in any pending cable franchise renewal proceedings before DCCA.

Response: Under federal law, franchise renewal is separate from the transfer of control process. Renewals are governed by specific standards and procedures pursuant to Section 626 of the federal Cable Act, while Section 617 of the Cable Act governs transfers. New Charter does not expect the Transaction to impact ongoing renewal negotiations between OTWC and the DCCA and agrees to use its best efforts to comply with all applicable terms of any negotiated renewal that occurs prior to the close of this Transaction.

Following the Transaction, if there are any pending franchise renewal proceedings, New Charter will cooperate and continue to work with the DCCA.

- G. Summarize changes, if any, that Applicant will undertake or is proposing to the Hawai'i cable system(s) for which this Application refers to over the next ten (10) years and, in particular, specifically discuss the follow areas:

1. Consumer demand and needs for services, technological advancements (including migration to all digital/high definition systems); and diversity of programming;
2. Public, educational, or governmental ("PEG") Access support, physical plant and equipment, subscriber services, government services, institutional networks ("INET"), broadband services, and reporting requirements, for the cable franchise(s);
3. Upgrades to the network infrastructure to support residential or commercial voice, video, and data services;

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4. System operations, including but not limited to, billing practices, personnel, technical oversight, call center locations, physical location of books and records located in the State of Hawai'i, and consolidations;
5. Increases/decreases to rates for subscribers services; and
6. Anticipated relocation and/or the vacating of existing facilities.

Response: It is not currently possible to provide specific details on possible subscriber service or systems changes over the next ten (10) years. Charter has not had an opportunity to review the systems or their operations and accordingly it is premature to establish specific plans regarding the itemized matters.

Nevertheless, as demonstrated in this Application, Charter is a financially strong, publicly traded corporation well positioned to effectively manage OTWC. After the Transaction, New Charter will serve more subscribers, generate more revenue, and earn more EBITDA, strengthening its financial and technical qualifications. Video subscribers will increase from 4.3 million to 17.3 million. Pro forma revenue will rise from \$9.1 billion to \$35.7 billion. And pro forma adjusted EBITDA will go from \$3.2 billion to \$12.9 billion. OTWC will therefore become part of an organization with a solid balance sheet and the financial capabilities needed to undertake the Transaction and provide innovative, high-quality services in Hawai'i.

New Charter will be managed by a team of experienced officers, all of whom will be intensely focused on innovation, competition, customer service and service quality. Charter's management team is considered among the best in the industry. The *New York Times* recently said that Charter's CEO Tom Rutledge has "a reputation for being one of the best operators in the industry," and in 2014, Multichannel News named Charter "Operator of the Year." New Charter will utilize Charter's, TWC's and BHN's significant managerial capability and experience as top-tier communications service providers, which will benefit OTWC customers.

Moreover, New Charter's technological capabilities and experience will ensure that OTWC's customers will continue to receive the same or higher quality products and services than they currently enjoy. VOD, remote DVR, wide scale roll-out of WiFi over cable outdoors, cable programming through an app and other technological advancements were all created by the people associated with Charter, TWC and BHN. Charter's history and actions demonstrate a commitment to making the investment necessary to ensure that its network is not only robust for today's needs but capable of evolving to meet tomorrow's consumer and business demands, and that commitment will carry over to New Charter's operations in Hawai'i.

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Exhibit 9 to the Form 394 provides background regarding the services that Charter and its subsidiaries deliver across the existing Charter footprint.⁵ For example, with respect to video service, Charter is deploying innovations such as its "Worldbox" — an innovative set-top box that uses a downloadable security solution. Moreover, Charter is currently deploying its "Spectrum Guide"—a cloud-based user interface that enhances the consumer video service and can be accessed through both Worldbox and legacy two-way set-top boxes. New Charter will support TWC's existing TV app which accesses over 300 channels (the most robust in the industry) and bring Charter's cloud based guide to this service. Charter's broadband Internet service has a minimum speed of 60 Mbps for most of its 4.8 million residential customer base. Charter offers these broadband services at prices below its competitors and its plans are offered without data caps, usage-based pricing, modem fees, or early termination fees.⁶ New Charter will continue the rollout of TWC's ultra-high-speed 300 downstream Mbps package to Oahu, Maui, Kauai, and Hawai'i consistent with TWC's existing deployment plans. With respect to WiFi, Charter's service was recognized last year as the nation's fastest in home service. New Charter will expand broadband functionality and data options for consumers on their mobile devices by investing significantly in both in-home and out-of-home WiFi networks. New Charter's increased scale and technological synergies arising from the Transaction will drive even more competitive and innovative broadband, video and voice services.

New Charter has made a number of other commitments in conjunction with this Transaction that will benefit OTWC customers and those across the country:⁷

⁵ Certain of the subjects and benefits discussed in this Application pertain to non-jurisdictional products and services. While those items are included herein in order to provide a comprehensive view of the public interest benefits of the proposed Transaction, Charter respectfully reserves all rights relating to the inclusion of or reference to such information, including without limitation Charter's legal and equitable rights relating to jurisdiction, filing, disclosure, relevancy, due process, review, and appeal. The inclusion of or reference to non-jurisdictional information may not be construed as a waiver of any rights or objections otherwise available to Charter in this or any other proceeding, and may not be deemed an admission of relevancy, materiality, or admissibility generally or with specific regard to the DCCA's actual public interest standard under applicable law.

⁶ While not relevant to this Application for transfer of control of OTWC, with respect to its telecommunications service offerings, Charter also does not offer plans with separate, additional fees common in the industry, such as a federal Universal Service Fund ("USF") fee, state USF fee, subscriber line fee, or E911 fee.

⁷ Although some of the benefits of the Transaction pertain to areas beyond the scope of this Application, a comprehensive discussion of the public interest benefits of the Transaction across the entirety of New Charter's proposed footprint may be found in the Public Interest Statement filed with the FCC on June 25, 2015, which is available at <https://transition.fcc.gov/transaction/charter-twc-bhn/charter-twc-bhn-public-interest.pdf>.

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- New Charter will transition TWC's cable systems (including those in Hawai'i) to all-digital networks within 30 months of the close of the Transaction.⁸ This will enable the combined company to reallocate network capacity for broadband use to increase speeds and to improve the video product by adding significantly more HD and on-demand options.
- Within 4 years of close, we will build out one million line extensions of our networks to homes in our franchise areas. These new facilities will either provide service to currently unserved areas or will increase competition with existing providers.⁹
- Within 4 years of close, New Charter will increase competition in the mobile data market by deploying over 300,000 out-of-home WiFi access points.
- New Charter will continue to create thousands of U.S.-based jobs by hiring for customer services call centers and field technician operations located throughout the country, and returning TWC call center jobs to the U.S.

H. Authorization

State the names, titles, mailing and email addresses, telephone numbers, and responsibilities of all persons who are authorized to represent or act on behalf of Applicant on matters pertaining to the Application. For each person so authorized, Applicant shall state the limits, if any, of the authority of the individual to make representations or act on behalf of Applicant with respect to matters pertaining to the Application. The requirement to make such disclosure shall continue until the State has accepted or rejected Applicant's Application or until Applicant withdraws its request for approval of the Transfer (i.e., the Application).

Response:

Charter:

The following persons are authorized to act on behalf of Charter:

⁸ Charter notes that post-Transaction it is possible that fewer than 1 percent of homes will not be upgraded to digital within this 30 month timeframe due to currently unidentified challenges to interconnecting to the remaining network.

⁹ Specific extensions, including those in Hawai'i, will be determined based upon a variety of factors including economic feasibility and commercial practicability.

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Adam E. Falk, Senior Vice President
Government Affairs
Charter Communications, Inc.
1099 New York Ave., N.W. Suite 650
Washington, DC 20001
Adam.Falk@charter.com
(202) 621-1910

Mark E. Brown, Vice President and Counsel
Government Affairs
Charter Communications, Inc.
1099 New York Ave., N.W. Suite 650
Washington, DC 20001
Mark.Brown@charter.com
(202) 621-1908

Suzanne Curtis, Associate General Counsel
Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Suzanne.Curtis@charter.com
(203) 905-7819

Charter has authorized the following legal counsel to represent it in this matter:

Carlito Caliboso
Jodi Shin Yamamoto
Yamamoto Caliboso, A Limited Liability Law Company
1099 Alakea Street, Suite 2100
Honolulu, HI 96813
(808) 540-4500

TWC:

The following persons are authorized to act on behalf of TWC:

Gregg Fujimoto
Kiman Wong
200 Akamainui Street
Mililani, HI 96789
gregg.fujimoto@twcable.com
kiman.wong@twcable.com
808-625-8311

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John Fogarty
60 Columbus Circle
New York, NY 10023
john.fogarty@twcable.com
(212) 364-8200

Deane Leavenworth
9260 Topanga Canyon Boulevard
Chatsworth, CA 91311
deane.leavenworth@twcable.com
(818) 998-2288

TWC has authorized the following legal counsel to represent TWC in this matter:

Brian Kang
Pamela Larson
Watanabe Ing LLP
999 Bishop Street, 23rd Floor
Honolulu, HI 96813
(808) 544-8300

I. History and experience

1. Describe the Hawai'i cable system(s) to be transferred ("**Hawai'i system**").

Response: Transfer of control of all six OTWC franchises will result from this Transaction. These encompass cable systems serving portions of Maui, Lanai, Molokai, Hawai'i, Oahu, and Kauai.

Maui (including Lanai, Molokai): OTWC has two franchises on Maui -- one for Lahaina and another for the rest of Maui County, excluding Lahaina. OTWC's cable system employs a hybrid fiber coaxial ("**HFC**") network. OTWC's parent company, TWC, pioneered this architecture. OTWC transmits signals on the system via laser-fed fiber optic cable from origination points known as "headends" and "hubs" to a group of distribution "nodes," and uses coaxial cable to deliver these signals from the individual nodes to the homes they serve. The primary headend for Maui County is in Kihei, with hubs located in Maui Lani, Lahaina, Kihei, Hana, Puu Nana (Molokai) and Lanai. Microwave systems in Lahaina enable services to the islands of Lanai and Molokai, and the community of Hana. HFC architecture allows the delivery of two-way video and broadband transmissions, which is essential to providing advanced video services like video on demand ("**VOD**"), as well as broadband Internet service and digital voice service.

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Hawai'i: OTWC has two franchises for the island of Hawai'i – one for East Hawai'i and the other for West Hawai'i. OTWC's cable system employs the same HFC network architecture described above. There are two headends located at Hilo and Kona with hubs in Mauna Lani, Waimea, Honokaa, Kapehu, Pahoa, Volcano, Makuu, Kohala, Hawaiian Ocean View Estates, and South Kona.

Oahu: OTWC's Oahu cable system's headend is located at Mililani and the system used the same HFC network architecture described above. There are 18 hubs associated with this system located in: Queen, Kaneohe, Punaluu, Sunset, Mililani, Waipahu, Ewa, Maili, Kilihaui, Kaimuki, Punchbowl, Kailua, Kalihi, Moiliili, Kapolei, Pearl City, Koko Head (Hawai'i Kai), and Kalama.

Kauai: OTWC's Kauai cable system's headend is located at Kalaheo and the system uses the same HFC network architecture described above. Hubs are located in Kalaheo, Kapaia, Kukuiula and Kilauea.

2. Provide a narrative account of Applicant's history and experience in the cable industry and, in particular, its operations in Hawai'i, if any.

Response: Charter is a leading communications company that provides voice, broadband Internet, video, and business services.¹⁰ As a result of extensive investment and a commitment to providing the best services, Charter now serves over 5.8 million residential customers and has 386,000 commercial relationships. Domiciled in Delaware and headquartered in Stamford, Connecticut, Charter operates in 28 states and employs over 23,500 people. As described in the response to Section II.G, Charter's management team is considered among the best in the industry. The *New York Times* recently said that Charter's CEO Tom Rutledge has "a reputation for being one of the best operators in the industry," and in 2014, Multichannel News named Charter "Operator of the Year." Exhibit 9 to the Form 394 provides additional background concerning Charter's strong history and experience in the cable industry, including a description of its management team and the substantial investments it has made in technology and infrastructure.

Charter has not previously operated cable systems in Hawai'i but is excited about the prospect of serving the State of Hawai'i through the reorganized New Charter upon the completion of the Transaction.

¹⁰ See note 5.

III. AFFIDAVIT

No Application will be accepted without an affidavit, notarized, on behalf of Applicant, attesting to the following:

This Application is submitted by the undersigned that has been duly authorized to make the representations herein on behalf of Applicant.

Applicant understands that representations in this Application may be made part of or be relied upon in developing the Franchise Documents, and are enforceable against Applicant, in the event a franchise is transferred as a consequence of this Application.

Applicant recognizes that all representations made in this Application are binding upon it and that inaccuracy of or failure to adhere to any such representations may result in revocation of any franchise that may be transferred as a consequence of this Application.

Consent is hereby given to the State to make inquiry into the legal, character, technical, financial and other qualifications of Applicant and any controlling entities by contacting any persons or organizations named herein as references, or by any other appropriate means.

Applicant certifies and guarantees that the responses are within the financial capability of the proposed system, and to deliver a cable communications system which is consistent with the responses contained within this Application.


The signatory hereto declares that the entire contents of this application are true and correct to the best of his/her knowledge, information, and belief.

Firm Name: Charter Communications, Inc.

Affiant's Signature:

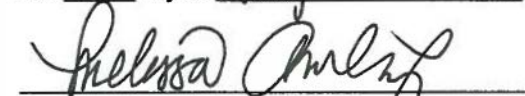
Affiant's Name:

Official Position:


Adam E. Falk
Senior Vice President,
State Government Affairs

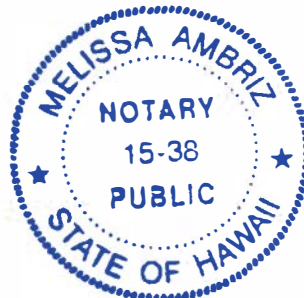
Subscribed and sworn to before me

This 13 day of July



Notary Public, State of Hawai'i

My commission expires: 2.8.2019



NOTARY CERTIFICATION STATEMENT

Document Identification or Description:

Affidavit of Adam E. Falk

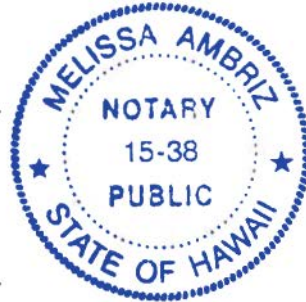
Doc. Date: July 13, 2015 or ☐ Undated at time of notarization.

No. of Pages: 14

Jurisdiction: First Circuit
(in which notarial act is performed)

Melissa Ambroz July 13, 2015
Signature of Notary Date of Notarization and
Certification Statement

Melissa Ambroz
Printed Name of Notary



AFFIDAVIT OF TRANSFEROR

STATE OF HAWAII)
COUNTY OF HONOLULU) SS.

This Application is submitted by the undersigned that has been duly authorized to make the representations herein on behalf of the Transferor.

Transferor understands that representations in this application may be made part of or be relied upon in developing the Franchise Documents.

Transferor recognizes that all representations made in this Application are binding upon it and that inaccuracy of or failure to adhere to any such representations may result in revocation of any franchise that may be transferred to Applicant as a consequence of this application.

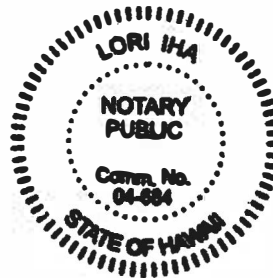
The Transferor certifies and guarantees that the responses are within the financial capability of the proposed system, and to deliver a cable communications system which is consistent with the responses contained within this application.

The signatory hereto declares that the entire contents of this application are true and correct to the best of his/her knowledge, information, and belief.

Firm Name: TIME WARNER CABLE INC.
Affiant's Signature: [Signature]
Affiant's Name: Gregg Fujimoto
Official Position: Senior Vice-President, Operations

Subscribed and sworn to before me
this 15th day of JULY, 2015

[Signature]
Notary Public, Lori Iha
My commission expires: 12/5/2016



LORI IHA
COMMISSION NO. #04-684
NOTARY PUBLIC HAWAII
HONOLULU COUNTY
MY COMMISSION EXPIRES
DECEMBER 5, 2016

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IV. QUALIFICATIONS

As part of the franchise transfer process, DCCA wishes to obtain information regarding the financial, legal, technical, and character qualifications of Applicant.

A. Legal and Ownership Qualifications

1. Ownership and Control Information

Provide the following information for all principals, officers, and directors of Applicant,* and for beneficial owners of one percent (1%) or more of the outstanding stock or other ownership interest in Applicant. Beneficial owners include, but are not limited to individuals, corporations, partnerships, joint ventures, and unincorporated associations. Beneficial owners also include all prospective owners, including those to whom offers to become owners have been made and the offer has not been rejected. To the extent that the information below is fully contained in the Securities and Exchange Commission ("**SEC**") Form 10-K filings, those filings may be submitted in lieu of the information below.

Name (if individual) _____

(if organized) _____

Complete Mailing Address _____

Nature of Interest: Partner ☐ Officer ☐ Stockholder/Owner ☐

Director ☐

Profession or occupation _____

Name of employer _____

Address of employer _____

Number of shares of each class of stock or ownership interest in Applicant (including stock options, stock subscriptions, and partnership options):

*If Applicant is a subsidiary of another controlling entity, provide the requested information for all controlling entities.

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Response: See FCC Form 394 Exhibit 3, which provides the requested information concerning the officers and directors of Charter. The address of all the officers and directors is 400 Atlantic Street, Stamford, CT. The telephone number is (203) 905-7800.

The chart below identifies all shareholders with 1% or more of the outstanding equity ownership of Charter as of March 31, 2015.¹¹

<u>Owner Name</u>	<u>Number of Shares</u>
Liberty Broadband Corporation 12300 Liberty Blvd. Englewood, CO 80112	28,838,718
SPO Advisory Corp. 591 Redwood Highway – Ste. 3215 Mill Valley, CA 94941	7,648,448
Berkshire Hathaway, Inc. 1 Churchill Place London, UK E14 5HP	6,198,237
Vanguard Group Inc. 100 Vanguard Blvd. Malvern, PA 19355	5,223,232
JP Morgan Chase & Company 270 Park Avenue New York, NY 10017-2070	4,349,743
Coatue Management, LLC 9 West 57th Street, 25th Floor New York, NY 10019	3,605,197
Lone Pine Capital, LLC Two Greenwich Plaza – 2nd Floor Greenwich, CT 06830	3,327,979
Capital World Investors 333 South Hope Street Los Angeles, CA 90071	3,000,000

¹¹ Ownership data is based on Yahoo Finance and supplemented by a reasonable, good faith search of publicly available information.

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Cable Franchise System(s): Oceanic Time Warner Cable LLC Systems

<u>Owner Name</u>	<u>Number of Shares</u>
Blue Ridge Capital LLC 660 Madison Avenue – 20th Floor New York, NY 10065-8414	2,940,000
BlackRock Institutional Trust Co., N.A. 400 Howard Street San Francisco, CA 94105	1,958,405
Orbis Holdings Ltd Orbis House 25 Front Street Hamilton HM11 Bermuda	1,924,887
Egerton Capital (UK) LLP Stratton House 5 Stratton Street London, W1J 8LA United Kingdom	1,785,677
Hound Partners, LLC 101 Park Avenue – 48 th Floor New York, NY 10178	1,508,208
State Street Corp. 601 Lexington Avenue – 48 th Floor New York, NY 10022	1,399,189
Massachusetts Financial Services Co. 111 Huntington Avenue Boston, MA 02199	1,357,407
Tiger Global Management 9 W. 57 th Street – 35 th Floor New York, NY 10019	1,192,541
FMR LLC 245 Summer Street Boston, MA 02210	1,181,828

Application for Transfer of Cable Franchise

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Cable Franchise System(s): Oceanic Time Warner Cable LLC Systems

Method of payment for interest (cash, notes, services, etc.):**

Response: Shares of TWC stock, other than those owned by Liberty, will be converted into the right to receive for each share, at the stockholder's election, either (a) a combination of \$100 in cash and approximately 0.4891 shares of New Charter Class A common stock, or (b) a combination of \$115 in cash and approximately 0.4125 shares of New Charter Class A common stock. Shares of TWC stock held by Liberty will ultimately be converted into shares of New Charter Class A common stock. See also FCC Form 394, Exhibit 1.

If shares are used for security to obtain funds to pay for them, disclose full details of the transaction:

Response: Does not apply.

Percentage of ownership of partnership, voting stock or equity interest:

Response: Upon completion of the transaction, based on the number of shares of TWC common stock and Charter Class A common stock outstanding as of June 10, 2015, (a) TWC's existing stockholders will own between 41% and 45% of New Charter, (b) Liberty Broadband—Charter's largest shareholder with approximately 25% current ownership of Charter—will own between 18% and 19%, although its voting interest will be comparable to its pre-transaction level pursuant to a five-year irrevocable proxy, subject to certain exceptions, for a portion of the shares of New Charter owned by Advance/Newhouse, and (c) Advance/Newhouse will own between 13% and 14%.

**If no, fully disclose terms thereof, including interest rate, repayment schedule and dedication or circling of future income stream, if any. If services, disclose the method of valuation.

2. Corporate or Business Information Documents

Provide Articles of Incorporation, limited liability company agreements, partnership and limited partnership agreements, as well as management agreements for Applicant and its parent organization, if not already provided in the FCC Form 394 or SEC Form 10-K.

Response: The Amended and Restated Certificate of Incorporation of Charter Communications, Inc. filed on August 20, 2010 is attached as Exhibit A. Charter has the following management agreements:

Amended and Restated Management Agreement, dated as of June 19, 2003, between Charter Communications Operating, LLC and Charter Communications, Inc. (incorporated by reference to Exhibit 10.4 to the quarterly report on Form 10-Q filed by Charter Communications, Inc. on August 5, 2003 (File No. 333-83887)). Exhibit 10.4 available at:

<http://www.sec.gov/Archives/edgar/data/1091667/000095012303008915/y88762exv10w4.htm>

Second Amended and Restated Mutual Services Agreement, dated as of June 19, 2003 between Charter Communications, Inc. and Charter Communications Holding Company, LLC (incorporated by reference to Exhibit 10.5(a) to the quarterly report on Form 10-Q filed by Charter Communications, Inc. on August 5, 2003 (File No. 000-27927)). Exhibit 10.5(a) available at:

<http://www.sec.gov/Archives/edgar/data/1091667/000095012303008915/y88762exv10w5wa.htm>

First Amendment to the Amended and Restated Management Agreement, dated as of July 20, 2010, between Charter Communications Operating, LLC and Charter Communications, Inc. (incorporated by reference to Exhibit 10.6 to the quarterly report on Form 10-Q filed by Charter Communications, Inc. on August 4, 2010 (File No. 001-33664)). Exhibit 10.6 available at:

http://www.sec.gov/Archives/edgar/data/1091667/000109166710000116/exhibit10_6.htm

First Amendment to the Second Amended and Restated Mutual Services Agreement, dated as of July 20, 2010, between Charter Communications, Inc. and Charter Communications Holding Company, LLC (incorporated by reference to Exhibit 10.7 to the quarterly report on Form 10-Q filed by Charter Communications, Inc. on August 4, 2010 (File No. 001-33664)). Exhibit 10.7 available at:

Application for Transfer of Cable Franchise

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http://www.sec.gov/Archives/edgar/data/1091667/000109166710000116/exhibit10_7.htm

3. **General Ownership Information** -- To be completed by each organization, company, or corporation that filled out Section IV.A above.

List all principals, officers, corporate directors, members, and beneficial owners of one percent (1 %) or more of Applicant's stock or ownership interest.

(For each name below that is the name of an organization or corporation, complete a new Section IV.A for the entity until all ownership interests are identified at the level of individual owners of one percent or more).

Name of Organization: _____

Address:

<u>Name</u>	<u>Address</u>	<u>Capacity</u>	<u>Ownership (Percent)</u>
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Response: Please see response to Section IV.A.1.

4. **Additional Information**

- a. Is Applicant directly or indirectly controlled by another corporation or legal entity?

If "yes," please explain. Applicant is requested to provide the full name of the franchise holder and all parent and other related entities that would be responsible for any part of the ownership or operation of the Hawai'i system, along with a description and diagram of the relationship of these entities, and of the specific legal authorization of each entity for doing business. If there are any anticipated changes in this structure after the transfer of the cable franchise(s), please explain. In addition, please provide the names and contact information for persons with authority to represent each entity for purposes of the franchise transfer process. Explain Applicant's relationship to the current franchise holder, if necessary or applicable.

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Response: Applicant is not controlled by any other corporation or legal entity. However, as explained in Section II.C and in Form 394 Exhibit 1, certain changes to the existing Charter corporate structure will occur in accordance with the Agreements upon consummation of the Transaction. Following the Transaction, New Charter will become the ultimate parent of newly merged entities and New Charter will be the indirect, 100 percent controlling parent entity of OTWC. Upon closing of the Transaction, the Applicant will become a wholly owned, indirect subsidiary of New Charter. Until the Transaction is completed, each of the entities identified on the chart provided in response to Section IV.A (4)(b) below are represented by the Transferee contact provided in Section II.B. Charter has no existing relationship to the current franchise holder OTWC.

- b. Provide a current organizational chart including any parent organizations and affiliates controlled by Applicant, showing the relationship between Applicant, new franchise holder/transferee and all principals and ultimate beneficial owners of Applicant including all controlling/ownership entities in the change of command. The organizational chart should show all vertical and horizontal affiliates by degree or extent of control/ownership interest.

Response: The following identifies the current franchisee (OTWC) and then each successive current legal entity owning an interest in OTWC and the ownership percentage of each.

OTWC is a Delaware limited liability company that is authorized to do business in the State of Hawai'i. The ownership of OTWC is as follows:

Time Warner Cable Enterprises LLC owns 100% of OTWC.

Time Warner Cable Inc. owns 100% of Time Warner Cable Enterprises LLC.

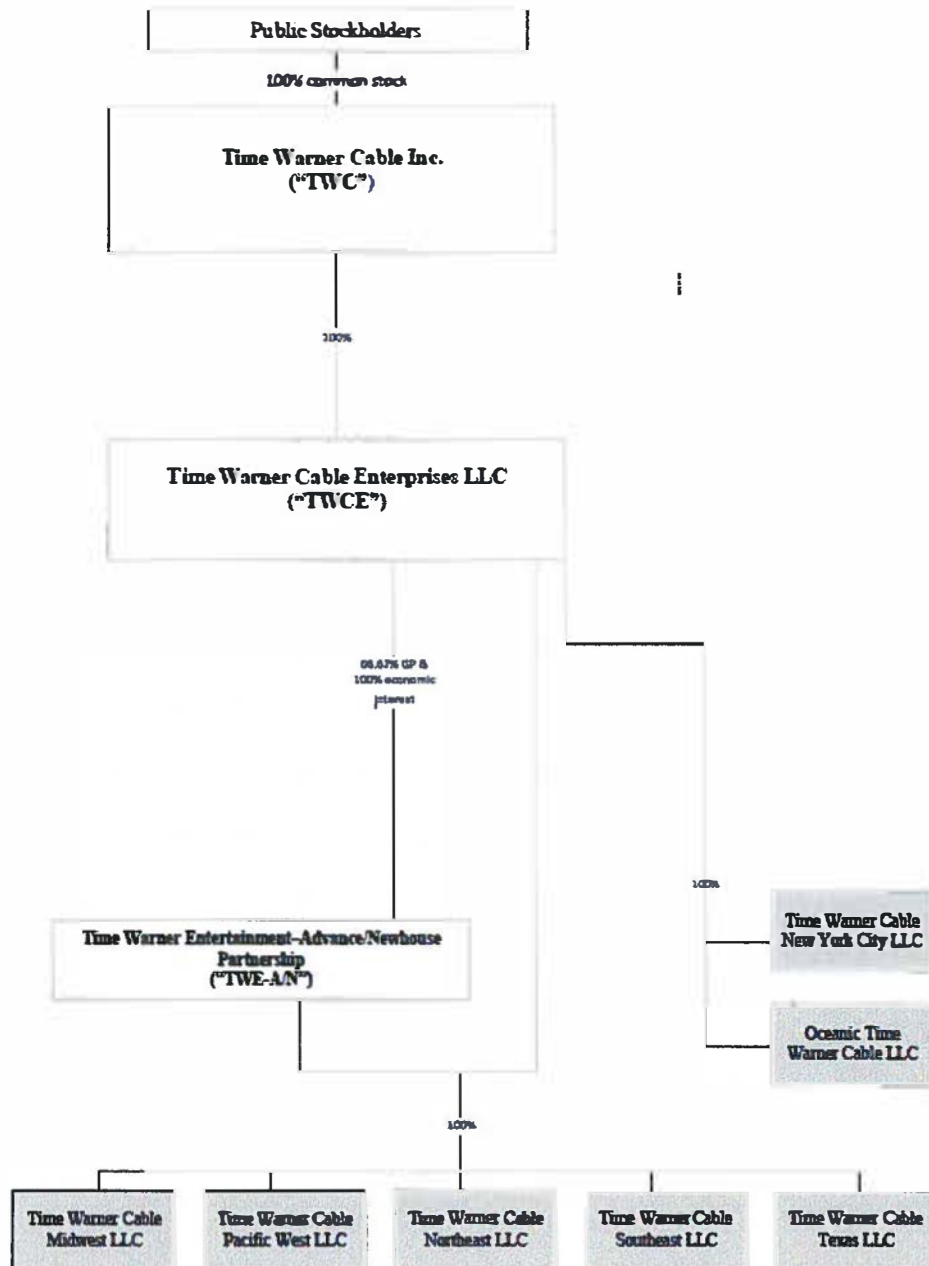
Time Warner Cable Inc. is a publicly traded company.

All of the above entities are Delaware entities and their principal office and mailing address is 60 Columbus Circle, New York, NY 10023.

An organizational chart reflecting the foregoing current ownership structure is listed on the following page.

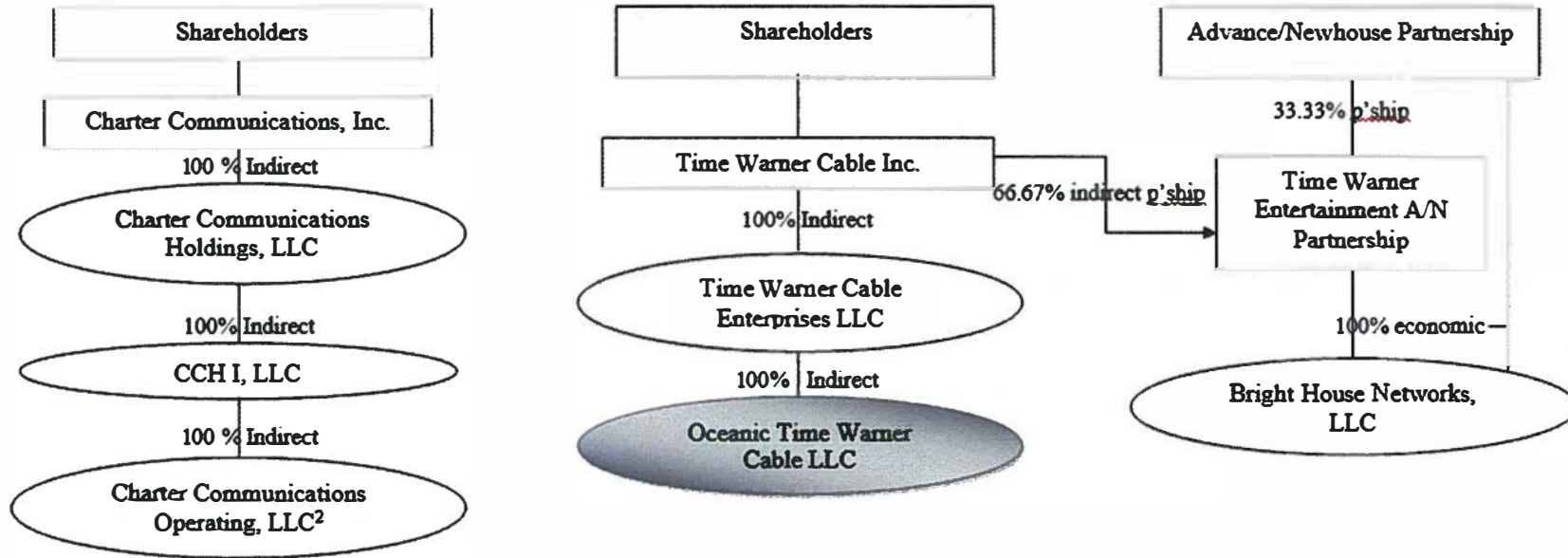
As explained in the Form 394, Exhibit 1, pursuant to the Agreement, TWC will merge with a wholly-owned subsidiary of New Charter. OTWC will thereby become an indirect, wholly-owned subsidiary of New Charter. Organizational charts illustrating the pre- and post-closing ownership structure of Charter and New Charter follow the OTWC organizational chart.

Corporate Structure
Oceanic Time Warner Cable LLC



Note: Shaded entities represent the cable operating entities.

Diagram of Organization Structure Prior to Transactions¹



Key

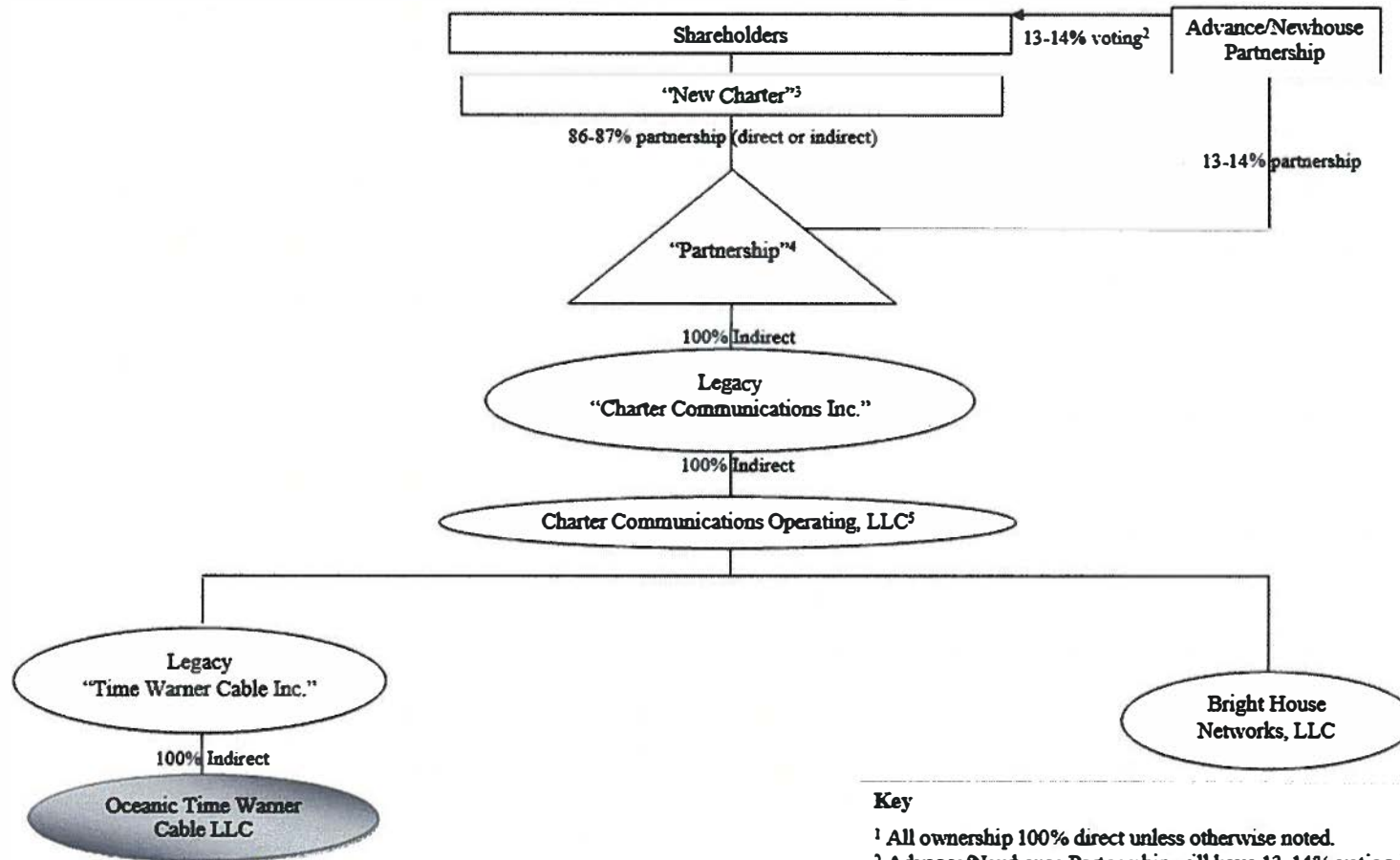
¹ All ownership 100% direct unless otherwise noted.

² Subsidiaries of this entity hold all Charter cable franchises.

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Application for Transfer of Cable Franchise
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Diagram of Organization Structure Following Transactions¹



Key

- ¹ All ownership 100% direct unless otherwise noted.
- ² Advance/Newhouse Partnership will have 13-14% voting in New Charter via 1 share of Class B common stock corresponding to its economic partnership interests.
- ³ Formerly CCHI, LLC.
- ⁴ Formerly Charter Communications Holdings, LLC.
- ⁵ Subsidiaries of this entity hold all Charter cable franchises.

DWT 27292933v1 0108350-000018

- c. Detail agreements or procedures, if any, relating to the extent to which policy and operational control over the Hawai'i system remain vested with local management of current cable franchise holder. Also provide complete description of all entities and organizations which may comprise or be part of or related to controlling business entity.

Response: As explained above, OTWC will continue to hold the Hawai'i franchises following the Transaction. There are no current plans to change practices as it relates to operational control or management, but New Charter reserves its rights to make changes as may be necessary in the future to better serve customers in the State. As explained in Form 394, Exhibit 2: "Given the evolving technological and commercial environments in which the cable systems will continue to be operated, changes in service may occur in order to improve the offerings provided to subscribers and to take advantage of new technologies, even if the precise nature and timing of those changes cannot be specified now." For these reasons, New Charter and OTWC reserve the right to make service and operational changes in accordance with the terms of the franchises and applicable law.

5. Obligations of Applicant

- a. Is any owner of any equity interest obligated or expected to be obligated to repay, guarantee, or otherwise be responsible for any outstanding debt of Applicant? If recourse exists with respect to the assets of some but not all equity owners, disclose details of different treatment.

Response: No.

- b. Is Applicant obligated or expected to be obligated to repay, guarantee, or otherwise be responsible for any outstanding debt of any equity interest in Applicant, parent organization or any affiliated entity? If recourse exists with respect to the assets of some but not all equity owners, disclose details of different treatment.

Response: No.

6. Ownership Disclosure

- a. Applicant, including all shareholders and parties with any financial interest in Applicant, must fully disclose all agreements and understandings with any person, firm, group, association, or corporation with respect to the ownership and control of the franchise(s), including but not limited to

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agreements regarding the management or day-to-day business of any material portion of cable operations. This includes agreements between local investors and national companies. Failure to reveal such agreements will be considered withholding of pertinent information and will be considered cause to withhold or revoke award/transfer of the franchise(s).

Response: See Amended and Restated Stockholders Agreement, dated as of March 31, 2015 available at:

<http://www.sec.gov/Archives/edgar/data/1091667/000109166715000059/001091667-15-000059-index.htm> (Exhibit 4.1).

See also response to Section IV.D(2).

- b. Please append copies of any written agreements made regarding the ownership or control of the Hawai'i system. Use the space provided to outline any oral agreements or understandings regarding the ownership or control of the Hawai'i system. Indicate the existence and description (including price and time-of-exercise provisions) of stock options, buy-out agreements, buy-back, or exchange of stock (or other interests) or options that could affect the ownership structure of Applicant. Treat specifically the possible effects on the interests of minority owners and local investors. (A "local investor" shall mean any individual who resides within the State of Hawai'i or any corporation, partnership, or business association owned or controlled by any individual(s) who reside in such area.)

Response: The relevant agreements are the Agreement and Plan of Merger dated as of May 23, 2015 and the Contribution Agreement dated as of March 31, 2015. A copy of each Agreement as filed with the Securities and Exchange Commission (Form 8-K) is also available at: <http://www.sec.gov/Archives/edgar/data/1091667/000119312515206906/0001193125-15-206906-index.htm>

and

<http://www.sec.gov/Archives/edgar/data/1091667/000109166715000059/001091667-15-000059-index.htm>

- c. Provide all agreements, documents, or other materials covering relationships, interest rights and responsibilities for ownership entities other than a corporation, including but not

limited prospectuses, offering statements, solicitations, and repayment agreements.

Response: Please see responses to Sections IV.A(6)(b) and IV.D(2).

- d. Please provide the most recent SEC Form 10-K, if any, for all related or controlling entities of Applicant.

Response: A copy of Charter's SEC Form 10-K filed as of the year ending December 31, 2014 is included on a CD attached hereto and is also available at:

<http://www.sec.gov/Archives/edgar/data/1091667/000109166715000049/001091667-15-000049-index.htm>

7. **Future Ownership Issues**

Provide a complete description of any pending or planned changes in the ownership structure of Applicant including such changes pending or planned for any ownership interests in Applicant or any of Applicant's parent organization and/or companies.

Response: Please see response to Section II.C and Form 394, Exhibit 1 which summarize the Transaction, including changes to the ownership structure involving New Charter upon the completion of the Transaction.

B. **Character Qualifications**

Please provide the following information about Applicant and any controlling entities (hereinafter collectively referred to in this section as "**Applicant**"). Please identify all controlling entities for which the information is provided.

For the ten- (10) year period immediately preceding the filing of the Application, please provide the following information as to Applicant:

1. Has any court entered any judgment, decree, or order which determined that Applicant engaged in any activity that involved:
 - a. unfair or deceptive trade practices, perjury, fraud, dishonesty, organized crime, or racketeering; or

Response: No.

- b. violation of applicable federal, state, or local cable communications laws or rules; or

Response: Please see FCC Form 394, Exhibit 6.

- c. violation of cable franchise provisions; or

Response: No.

- d. violation of the rules, regulations, codes of conduct, or ethics of a self-regulatory trade or professional organization?

Response: No.

- e. If so, please describe each such judgment, order, or decree and provide a copy thereof.

Response: Please see FCC Form 394, Exhibit 6.

- 2. Has any administrative entity made any finding or entered any order or decree which determined that Applicant engaged in any activity that involved:

- a. unfair or deceptive trade practices, perjury, fraud, dishonesty, organized crime, or racketeering; or

Response: No.

- b. violation of applicable federal, state, or local cable communications laws or rules; or

Response: In the normal course of its business, Charter subsidiaries may have occasionally received notices of alleged non-compliance. There are no such matters that would be considered relevant or material to the proposed Transaction or that will affect the franchise performance of OTWC or the ability or capacity of New Charter to become the ultimate parent of franchisee OTWC. Exhibit 6 to Form 394 provides additional information responsive to this item.

- c. violation of cable franchise provisions; or

Response: See response to Section IV.B(2)(b) above.

- d. violation of the rules, regulations, codes of conduct, or ethics of a self-regulatory trade or professional organization?

Response: See response to Section IV.B(2)(b) above.

- e. If so, please describe each such finding, order or decree and provide a copy thereof.

Response: Please see response to Section IV.B(2)(b) and FCC Form 394, Exhibit 6.

3. Has Applicant or any of its officers, directors, or management employees been convicted of any felony criminal offense, which involved perjury, misrepresentation, fraud, theft, or bribery? If so, please provide full information concerning each such condition.

Response: Neither Charter nor any of its officers or directors have been convicted of any felony criminal offense, which involved perjury, misrepresentation, fraud, theft, or bribery.

4. Has any cable television franchise held by Applicant been suspended or revoked? If so, please state the relevant circumstances for each such suspension or revocation.

Response: No.

5. Has any application submitted by Applicant for a new cable television franchise been denied or withdrawn after receipt of a formal or informal notice of intent to deny? If so, please state the relevant circumstances for each such denial or withdrawal and status of application.

Response: No.

6. Has any application for a transfer of a cable television franchise to Applicant been denied or withdrawn after receipt of a formal or informal notice of intent to deny? If so, please state the relevant circumstances for each such denial or withdrawal and status of application.

Response: No.

7. Has any application submitted by Applicant for a transfer of a cable franchise been denied or withdrawn after receipt of a formal or informal notice of intent to deny? If so, please state the relevant circumstances for each such denial or withdrawal and status of application.

Response: No.

C. Other Cable Franchises

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1. Identify the names and locations of all current cable franchises held by Applicant, along with the number of subscribers and gross revenues, for each cable franchise.

Response: Applicant is the nation's fourth largest cable operator, with cable subsidiaries serving more than 4 million subscribers in approximately 3,300 communities across the country.¹² For information purposes, Charter's gross revenues for the year ending December 31, 2014 were \$9.1 billion. Video revenues were over \$4.4 billion and Internet revenues were over \$2.5 billion.

2. Identify other cable systems sold by Applicant during the past five (5) years, or any other pending transfer cable franchise applications, as applicable.

Response: For informational purposes only,¹³ Applicant has attached a list of cable systems that certain of its indirect subsidiaries have sold during the past 5 years.

D. Financial Qualifications

1. Applicant's Financial Statements (HAR §16-131-44(4))

Provide the latest audited financial statements of Applicant that have been audited by an independent Certified Public Accountant. Such audited financial statements are to be full disclosure financial statements prepared in accordance with Generally Accepted Accounting Principles and contain at a minimum, Balance Sheets, a Statement of Income, a Statement of Changes in Equity, a Statement of Cash Flows, and a full set of related footnotes.

Response: Please see Exhibit 8 to Form 394.

2. Source of Financing

Describe in detail financing plans for any new construction, expansion and the continuing operation of the Hawai'i system.

¹² Charter and TWC respectfully submit that the information requested by this item is not within the scope of review related to the Application in that such information is not reasonably necessary to evaluate the legal, financial, and technical qualifications of New Charter to become the new controlling parent of the OTWC. Moreover, Charter and TWC respectfully submit that the requested information is overbroad and burdensome and unrelated to the Transaction.

¹³ Charter and TWC respectfully submit that the information requested by this item is not within the DCCA's scope of review related to the Application in that such information is not reasonably necessary to evaluate the legal, financial, and technical qualifications of New Charter to become the new controlling parent of OTWC.

Document the debt or financing that is to be provided by any funding organization. If the funding is to be provided through any parent, then the ability to obtain financing and sources of the parent must be documented.

Response:

1. Description of Transaction Financing.

Subject to market conditions, Charter expects to finance part of the consideration for the Transaction with additional indebtedness of approximately \$24 billion. This additional indebtedness is expected to be in the form of new senior secured bank loans, senior secured notes, and unsecured indebtedness made available to two of Charter's subsidiaries, CCO Holdings, LLC ("CCOH"), and Charter Communications Operating, LLC ("Charter Operating"), the immediate holding company for all of Charter's operating subsidiaries.

Charter Operating has received commitments from (i) Goldman Sachs Bank USA, Bank of America, N.A. ("Bank of America"), Credit Suisse AG ("CS") and UBS AG, Stamford Branch ("UBS"), Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch and Deutsche Bank Securities Inc. to provide incremental senior secured term loan facilities totaling up to \$2.0 billion (the "Incremental Term A-2 Facility") and a senior secured incremental revolving facility equal to \$1.7 billion (the "Incremental Revolving Facility"), and (ii) Goldman Sachs Lending Partners LLC, Bank of America, CS and UBS to provide incremental senior secured term loan facilities totaling up to \$13.0 billion (together with the Incremental Term A-2 Facility and the Incremental Revolving Facility, the "Incremental Facilities"), in each case under Charter Operating's Amended and Restated Credit Agreement (the "Amended and Restated Credit Agreement"), dated April 11, 2012 (together with the commitments to provide the CCO Bridge Facilities described below, the "Commitments"). In addition, the Commitments provide for (1) up to \$6.0 billion in senior secured first lien bridge facilities (the "CCO Senior Secured Bridge") that would be made in the event that Charter Operating is not able to issue \$6.0 billion in senior secured first lien notes (the "CCO Senior Secured Notes") on or prior to the closing date,¹⁴ (2) up to \$3.5 billion in senior unsecured bridge facilities (the "CCO Senior Unsecured Bridge") that would be made in the event that Charter Operating is not able to issue \$3.5 billion in senior unsecured notes (the "CCO Senior Unsecured Notes") on or prior to the closing date (collectively, the "CCO

¹⁴ Whether Charter issues the CCO Senior Secured Notes or the CCO Senior Secured Bridge, or each in combination, the relevant interest rates will be market-based depending upon conditions at the time of issuance, which are not yet known.

Bridge Facilities"),¹⁵ and (3) up to \$4.3 billion in a senior unsecured 364-day loan facility (the "CCOH Unsecured Bridge") to CCOH that would be made in the event that CCOH is not able to issue up to \$4.3 billion of senior unsecured notes (the "CCOH Unsecured Notes") on or prior to the closing date.¹⁶

The Incremental Facilities and CCO Bridge Facilities (or, to the extent issued in lieu thereof, the CCO Senior Secured Notes or CCO Senior Unsecured Notes or other indebtedness issued in lieu thereof by either CCOH or Charter Operating) will be used to fund the cash payments required upon consummation of the Transaction. The CCOH Unsecured Bridge, if used (or CCOH Unsecured Notes, if issued, or other indebtedness issued in lieu thereof by either CCOH or Charter Operating), may be used to fund additional cash merger consideration to the extent necessary or, in the event the Agreement and Plan of Merger is terminated, to pay any applicable termination fee.

Upon the incurrence of the Incremental Facilities and CCO Bridge Facilities (or, to the extent issued in lieu thereof, the CCO Senior Secured Notes and CCO Senior Unsecured Notes or other indebtedness issued in lieu thereof by Charter Operating), (i) CCOH, (ii) each existing Charter subsidiary that is already a subsidiary guarantor under the Amended and Restated Credit Agreement, and (iii) each of TWC and BHN and, subject to customary exceptions, their domestic subsidiaries (including OTWC) (collectively, the "New Charter Guarantors") will (A) become guarantors thereunder and (B) except with respect to the CCO Senior Unsecured Bridge (or, to the extent issued in lieu thereof, the CCO Senior Unsecured Notes or other unsecured indebtedness issued in lieu thereof by Charter Operating) be required to provide lenders and noteholders a security interest in certain assets and property that are required to be pledged as collateral under the Amended and Restated Credit Agreement and any other secured indebtedness issued by Charter Operating in connection with the Transaction.

2. Description of Legacy TWC's Indebtedness.

In connection with the completion of the Transaction, Charter Operating and its subsidiaries, including OTWC, also expect to guarantee approximately \$23 billion in existing indebtedness of TWC and its subsidiaries that will become New Charter subsidiaries, as described below.

¹⁵ The relevant interest rates will likewise be market-based with respect to the CCO Senior Unsecured Notes and the CCO Senior Unsecured Bridge.

¹⁶ The relevant interest rates will likewise be market-based with respect to the CCOH Unsecured Notes and the CCOH Unsecured Bridge.

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TWC has issued notes and debentures (the "TWC Notes and Debentures")¹⁷ publicly in a number of offerings pursuant to an indenture, dated as of April 9, 2007, as it has been and may be amended from time to time (the "TWC Indenture"),¹⁸ by and among TWC, Time Warner Cable Enterprises LLC ("TWCE"), a wholly owned subsidiary of TWC, and The Bank of New York Mellon, as trustee. TWC's obligations under the TWC Notes and Debentures are guaranteed by TWCE. The TWC Notes and Debentures are currently unsecured senior obligations of TWC and rank equally with its other unsecured and unsubordinated obligations.

Pursuant to the TWC Indenture, TWCE fully, unconditionally and irrevocably guarantees the payment of principal and interest on the TWC Notes and Debentures. The guarantees of the TWC Notes and Debentures are currently unsecured senior obligations of TWCE and rank equally in right of payment with all other unsecured and unsubordinated obligations of TWCE. The aggregate principal amount outstanding of the TWC Notes and Debentures as of March 31, 2015 was \$20.5 billion.

During 1992 and 1993, Time Warner Entertainment Company, L.P. ("TWE") issued debentures publicly in a number of offerings. As a result of various internal reorganizations at TWC, TWCE has assumed all of the rights and obligations under TWE's previously issued debentures (the "TWCE Debentures").¹⁹ TWCE's obligations under the TWCE Debentures are guaranteed by TWC. The TWCE Debentures were issued pursuant to an indenture, dated as of April 30, 1992, as it has been and may be amended from time to time (the "TWCE Indenture")²⁰ by and among TWCE, TWC and The Bank of New York Mellon, as trustee. The TWCE Debentures are currently unsecured senior obligations of TWCE and rank equally with its other unsecured and unsubordinated obligations. Pursuant to the TWCE Indenture, TWC fully, unconditionally and irrevocably guarantees the payment of principal and interest on the TWCE Debentures. The guarantees of the TWCE Debentures are currently unsecured senior

¹⁷ The weighted-average effective interest rate for the TWC Notes and Debentures as of March 31, 2015 was 5.904% and includes the effects of interest rate swaps and cross-currency swaps.

¹⁸ The TWC Indenture and the Second Supplement thereto can be accessed via the following links:

Indenture : <http://d1lge852tjjqow.cloudfront.net/CIK-0001377013/b5a35515-ffee-436b-a3e9-952729962abc.pdf> ;

Second Supplement: <http://d1lge852tjjqow.cloudfront.net/CIK-0001377013/6c10312b-1200-413c-a801-7f9c41a1aa53.pdf>

¹⁹ The weighted-average effective interest rate for the TWCE Debentures as of March 31, 2015 was 7.905% and includes the effects of interest rate swaps and cross-currency swaps.

²⁰ The most recent supplement to TWCE Indenture can be accessed via the following links:

Twelfth Supplement: <http://d1lge852tjjqow.cloudfront.net/CIK-0001377013/6c10312b-1200-413c-a801-7f9c41a1aa53.pdf>

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obligations of TWC and rank equally in right of payment with all other unsecured and unsubordinated obligations of TWC. The aggregate principal amount outstanding of the TWCE Debentures as of March 31, 2015 was \$2.0 billion.

Upon the closing of the Transaction, Charter Operating and each of the New Charter Guarantors will guarantee and secure the TWC Notes and Debentures and TWCE Debentures.

3. The Financing Elements of the Transaction Are Reasonable.

Participation by the OTWC in the financing arrangements described above, as part of the Transaction, will enable Applicant to engage in the Transaction itself, which serves the public interest for reasons articulated herein. Moreover, the Transaction will not result in any change in the day-to-day operations of OTWC: New Charter, through OTWC, will continue to provide the same services OTWC provided prior to the Transaction. After closing the Transaction, if New Charter wishes to make additional changes that require regulatory approval, New Charter, through OTWC, will follow applicable Hawai'i filing and notice requirements associated with such changes.

With the significant increases in the size and scope of the company, as well as increased revenue, EBIDTA and synergies discussed above, the repayment obligations and securities pledged by New Charter will not adversely affect OTWC's ability to provide services to customers in Hawai'i. In short, the financing elements of the Transaction are reasonable and will not adversely affect OTWC's ability to provide cable television services in Hawai'i, as authorized by the DCCA.

3. Terms of Financing

Provide details of the terms of any financing arrangements with Applicant's parent company or any other affiliated entities, if any.

Response: See response to Section IV.D(2) above.

4. Operator Liability

- a. Will any other entity besides Applicant be legally liable for the obligation and performance of the Hawai'i system?

Response: The current franchisee OTWC will continue to be legally liable for the obligations and performance of the Hawai'i systems.

- b. If Applicant proposes that persons or entities other than Applicant shall be legally liable for the obligations and

performances of the Hawai'i system, provide complete financial data for said persons or entities or indicate where such data is located in the Application, and state clearly the degree to which they will incur such liability.

Response: As stated above, the current franchisee OTWC will continue to be legally liable for the obligations and performance of the Hawai'i systems.

5. Documentation of Financial Viability

Provide an annual report and SEC Form 10-K for Applicant's parent company.

Response: Please see Exhibit 8 to Form 394. A copy of Charter's SEC Form 10-K filed as of the year ending December 31, 2014 is included on a CD attached hereto and is also available at:

<http://www.sec.gov/Archives/edgar/data/1091667/000109166715000049/001091667-15-000049-index.htm>

E. Technical Qualifications and Plans

In separate studies done by DCCA and its consultants during the recent renewal proceedings for Oceanic Time Warner Cable LLC's ("OTWC") Oahu, East and West Hawai'i, and Maui County and Lahaina cable franchises, the technical operations of the existing cable systems were reviewed. In addition, pursuant to HAR § 16-131-43 through § 16-131-50, OTWC has submitted periodic reports, and DCCA has regularly monitored OTWC's revenues and system technical performance information throughout the term of the current franchise(s). The following specific additional information is requested, regarding current and planned system design and operations:

1. Residential system -- Provide details on the following for cable television service to residential subscribers:
 - a. Describe, technology, architecture, capacity, design, and performance;
 - b. Service area;
 - c. Undergrounding policy;
 - d. Construction plans and construction complaint resolution;
 - e. Interconnection; and

- f. System monitoring and maintenance.

Response:

For informational purposes, please see the following:²¹

- a. Describe, technology, architecture, capacity, design, and performance;

The design of OTWC's HFC technology based system continues to support the demand for more channels and greater high-speed data bandwidth. The HFC technology also supports current and future advanced services through the continued leveraging of moving fiber further into neighborhoods, while decreasing the size of the node service areas to less than the original 500 home design in the original HFC plan. As the fiber reach is increased, the overall system reliability also continues to increase, as fewer active devices (amplifiers) are needed to reach the residential customers.

- b. Service area;

OTWC anticipates that the residential areas served by individual system nodes will continue to get smaller as fiber moves closer to the home, thus producing increased bandwidth, reliability and performance.

- c. Undergrounding policy;

OTWC's underground policy for the systems has not changed. The systems follow the generally accepted industry practice of undergrounding for new residential subdivisions, while also participating in new undergrounding efforts as prescribed by the State of Hawai'i, counties and various utilities and special projects' needs.

- d. Construction plans and construction complaint resolution;

Construction standards comply with all existing applicable laws and standards as set forth for such work according to the national electrical codes and the State of Hawai'i.

- e. Interconnection; and

OTWC makes all of the necessary interconnections as required by the franchises.

²¹ See note 13.

f. System monitoring and maintenance.

Maintenance of the systems complies with all FCC rules and regulations for leakage and system performance. In addition, as a part of the ongoing visual plant inspection, all plant is regularly visually inspected and is replaced or upgraded as necessary. System monitoring has been upgraded and expanded, and all devices in the home (digital converters and modems) are monitored from the main office to check for outages and system degradation, including non-performing devices, through a Network Status Monitor that is manned 24 X 7 X 365. Customer service representatives also have the ability to access in-home information while the customer is on the line to provide remedies while the call is taking place.

2. Subscriber and Service Projections

Basis of Subscriber Penetration -- Explain how Applicant will obtain and define subscriber and penetration figures.

Response: Subscriber numbers and addresses are maintained generally by Charter in its records for billing, installation, maintenance and other related business and operational purposes for monitoring subscriber levels. Penetration estimates in relation to the general population can be made based upon publicly available demographic information such as that provided by the United States Census Bureau, real property tax records or comparable sources.²²

3. Projected Growth of Other Services

Describe in detail the development and projected growth of any service other than basic and pay cable. Be specific on the sources and growth of each component of revenues from all "other" services.

Response: For informational purposes, please see response to Part II.G above.²³

4. Equitable Extension of Service policy -- provide the following information concerning policies related to the extension of cable television service to residential subscribers:

²² See note 13.

²³ See note 13.

- a. Describe your proposed policy about cable service being available to all subscribers in the franchise area(s) and provide Applicant's current homes per mile extension policy.
- b. Comment on Applicant's policy requiring cable service to be coextensive with telephone and electric service, and other providers of telecommunication services.
- c. Describe plans to provide cable service to those portions of the franchise area(s) which are presently without service including proposed home density thresholds.

Response: Following the Transaction, OTWC will continue to be bound by its line extension obligations under the franchises.²⁴ As explained previously, Charter provides cable service through indirect subsidiaries to over 3,300 communities throughout the country pursuant to local and state franchises some of which may contain line extension policies based on specific community needs and interests. As explained in response to Section II.G, within 4 years of close, New Charter will build out one million line extensions of its networks to homes in its franchise areas nationally.

5. Analog and digital channel capacity plans

Discuss both short-term and long-term, including specific information regarding the degree of flexibility for adapting the existing and anticipated future system to changing capacity requirements.

Response: For informational purposes only, New Charter will transition virtually all TWC cable systems to 100% all-digital delivery within 30 months of the close of the Transaction, including the systems in Hawai'i.²⁵ In this regard, since the beginning of 2012, Charter has invested over \$5.5 billion in technology and infrastructure to convert nearly all of its systems to all-digital by the end of 2014. Charter's conversion to all-digital networks in the vast bulk of its footprint has enabled it to increase broadband speeds and to grow its HD channel line-up from fewer than 70 channels in 2011 to a present selection of over 200, and to grow its VOD library to thousands of choices.

6. Description of Video Services

For each video service, provide a short narrative description. Identify each service by cable channel number and identification of call

²⁴ See note 13.

²⁵ See note 13. Charter notes that post-Transaction it is possible that fewer than 1 percent of homes will not be upgraded to digital within this 30 month timeframe due to currently unidentified challenges to interconnecting to the remaining network.

letters, service name or network or general description, and tier of service. If Applicant proposes to have shared channels, describe the daily time division and the proposed duration of each sharing.

Response: See response to Section IV.E(5) above.

7. **Emergency Alert System**

- a. Describe your existing and/or proposed Emergency Alert System including the make and model numbers of the equipment.
- b. Indicate whether the system will override all audio and video channels or only audio channels;
- c. Describe the methods used to override or retune set top equipment and how it may differ for analog and digital programming; and
- d. Indicate how the system will be activated and from where.

Response: The Transaction will not affect the franchisee's obligations under its franchises and New Charter has no current plans to make any changes to the emergency alert system provided by OTWC.²⁶

8. **Institutional network** – Provide details on the following for the INET:

- a. Capacity, design, technology, performance, and architecture;
- b. Interconnection;
- c. Technical support;
- d. Construction plans;
- e. Staffing;
- f. System monitoring and maintenance; and
- g. Future technology and expansion of INET over the next ten (10) years.

²⁶ See note 13.

- h. Describe existing commitments to the number of physical service drops, the number currently deployed, and the number of drops remaining but committed by Transferor.

Response: New Charter's acquisition of control of OTWC will not affect OTWC's obligations under its franchise agreements and New Charter has no current plans to make any changes.²⁷

9. Local Origination Programming

Provide details on Applicant's plans for future local origination programming.

Response: The Transaction does not affect OTWC's obligations under its franchises and New Charter has no current plans to make any changes.²⁸

10. Public, Educational, and Government Access

- a. For the PEG Access Transmission and Distribution Network, provide information on the following:
- i. Capacity, design, technology, performance, and architecture;
 - ii. Interconnection and technical support;
 - iii. Construction plans; and
 - iv. System monitoring and maintenance.
- b. Provide Applicant's plan for funding:
- i. Access operating fees; and
 - ii. Capital Fund payments for access facilities, equipment, and channels.
- c. State Applicant's proposed plans for PEG access including, but not limited to: (1) number of PEG access channels, (2) High Definition PEG channel content, (3) live programming capabilities, and (4) statewide VOD programing.

²⁷ See note 13.

²⁸ See note 13.

Response: New Charter's acquisition of control of OTWC will not affect OTWC's obligations under its franchise agreements and New Charter does not have any current plans to make any changes.²⁹

11. Customer service operations

Please provide details concerning specific standards and practices with respect to location of offices, staffing, installation, repair, telephone response, billing, handling of complaints, and service cancellation and changes.

Response: New Charter's acquisition of control of OTWC will not affect OTWC's obligations under its franchise agreements and has no current plans to make any changes that would be adverse to OTWC customers.³⁰

Following the close, Charter will continue its proud tradition of implementing consumer-friendly policies for all of its services. New Charter will extend Charter's policy of not imposing early termination fees or requiring customers to sign long term contracts to all customers of the merged entities. Charter's operating practices are designed to attract consumers who are interested in subscribing to Online Video Distributors ("OVDs"), and thus focus on accommodating high data consumption. They are notable for what they do not involve. Unlike the practices of many providers, there are no data caps or usage-based billing. A residential consumer who subscribes to New Charter broadband service will be able to use *any* Internet application and visit *any* Internet service without having to worry about budgeting within an artificial framework.

New Charter is committed to increasing its customer care capacity, and will do so through investment and in-sourced jobs in the United States. Charter already has a track record of creating jobs. Recognizing the negative view that many people have of cable customer service, we are focused on improving New Charter's customer service, and will leverage the Transaction to better our relationships with our customers across our footprint.

12. Technology Change and Hawai'i Cable System Infrastructure

Describe with particularity how: (1) the technical provision of cable service is likely to change over the period of the franchise; (2) the demand for services in the franchise area is likely to change over that same period (for example, the capability of accommodating the growth of High Definition Television, two-way services to the home, high-speed broadband, Internet service, data transmission, etc.); and

²⁹ See note 13.

³⁰ See note 13.

(3) Applicant can assist in affirmative development of the cable system infrastructure in Hawai'i during the remaining term of the franchise(s).

Response: See response to Section IV.E(5) and Exhibit 9 to Form 394 and the "Investment" discussion included therein.³¹

13. Innovations

Please describe any cable-related innovations in other cable franchises during the last ten (10) years which Applicant has undertaken. These innovations may include technological or consumer service upgrades.

Response: New Charter's technological capabilities and experience will ensure that OTWC's customers will continue to receive the same or higher quality products and services than they currently enjoy. Representatives from the three companies that will comprise New Charter following the Transaction are responsible for developing a number of advanced communications services and capabilities, including innovations such as video on demand, VOIP phone service, remote storage DVR, cable TV through an app, downloadable security and the first backward-compatible, cloud-based user interface. The larger size created by this combined company will enable New Charter to be a competitive alternative in the setting of technical standards, creation of device options and availability of alternative platforms over which businesses can reach consumers. Charter's history and actions demonstrate a commitment to making the investment necessary to ensure that its network is not only robust for today's needs but capable of evolving to meet tomorrow's consumer and business demands, and that commitment will carry over to New Charter's operations in Hawai'i.

Please also see Exhibit 9 to Form 394.

14. System Upgrades

Please describe future changes in the cable system or its operation which are planned or proposed by Applicant in the near and long term.

Response: New Charter's acquisition of control of OTWC will not affect OTWC's obligations under its franchise agreements.³² See also response to Section IV.E(5).

³¹ See note 13.

³² See note 13.

- F. Provide any other information necessary to provide a complete and accurate understanding of the proposed transfer.

Response: As demonstrated in this Application, including the attached Form 394, New Charter will possess the requisite legal, technical and financial qualifications to control OTWC and approval of the Transaction is in the public interest. By combining New Charter's business strategy of investing in and offering high-quality services at competitive prices, TWC's operating momentum, and BHN's strong reputation for customer care in growing, highly competitive service areas, the Transaction will deliver benefits to consumers and businesses throughout the country.³³

Charter currently serves over 5.8 million residential customers and 386,000 commercial relationships. After the Transaction, New Charter will serve more subscribers, generate more revenue, and earn more EBITDA, strengthening its financial and technical qualifications. Nationwide, video subscribers will increase from 4.3 million to 17.3 million; broadband subscribers will increase from 5.1 million to 19.4 million; and voice subscribers will increase from 2.6 million to 9.4 million. Pro forma revenue will rise from \$9.1 billion to \$35.7 billion. And pro forma adjusted EBITDA will go from \$3.2 billion to \$12.9 billion.

Under the leadership of New Charter's management team, the merged company will have both the incentives and resources to advance Charter's existing pro-customer and pro-broadband model and extend it to the OTWC systems. Moreover, New Charter's technological capabilities and experience will ensure that OTWC's cable service customers will benefit from a broad array of innovative service offerings. New Charter's commitments to build upon BHN's broadband program for low-income consumers and to embrace TWC's commitment to diversity and inclusion will further ensure that the Transaction will benefit the State of Hawai'i.

Charter and TWC respectfully submit that the Transaction is in the public interest, and that New Charter is legally, financially, and technically qualified to acquire control of OTWC. Accordingly, Charter and TWC respectfully request that the DCCA approve the transfer of control of OTWC as described above.

³³ See note 5.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "CHARTER COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF AUGUST, A.D. 2010, AT 3:23 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3073421 8100

100846626




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8185240

DATE: 08-20-10

You may verify this certificate online
at corp.delaware.gov/authver.shtml

EXHIBIT A

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

CHARTER COMMUNICATIONS, INC.**

The undersigned, Richard R. Dykhouse, certifies that he is the Vice President, Associate General Counsel and Corporate Secretary of Charter Communications, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and does hereby further certify as follows:

(1) The name of the Corporation is Charter Communications, Inc. The original Certificate of Incorporation of the Corporation and an Amended and Restated Certificate of Incorporation were filed with the Secretary of State of the State of Delaware on July 22, 1999, and November 30, 2009, respectively.

(2) This Amended and Restated Certificate of Incorporation amends and, as amended, restates in its entirety the Certificate of Incorporation and has been duly made, executed and acknowledged by the officers of the Corporation in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

(3) The text of the Certificate of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

FIRST: NAME

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

SECOND: REGISTERED OFFICE

The registered office of the Corporation is located at 2711 Centerville Road, Suite 400, City of Wilmington, New Castle County, State of Delaware. The name of its registered agent at such address is Corporation Service Company.

THIRD: PURPOSE

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

FOURTH: CAPITAL STOCK

(a) AUTHORIZED CAPITAL STOCK.

(i) The total number of shares of stock that the Corporation shall have authority to issue is 1,175,000,000 shares, consisting of: (1) 900,000,000 shares of Class A Common Stock, par value \$.001 per share ("Class A Common Stock"); (2) 25,000,000 shares of Class B Common Stock, par value \$.001 per share ("Class B Common Stock"); and (3) 250,000,000 shares of Preferred Stock, par value \$.001 per share ("Preferred Stock"), issuable in one or more series as hereinafter provided. Except as otherwise provided in this Certificate of Incorporation, Class A Common Stock and Class B Common Stock shall be identical in all respects and shall have equal rights and privileges. Class A Common Stock and Class B Common Stock are herein sometimes collectively or individually referred to as the "Common Stock."

(ii) The number of authorized shares of Class A Common Stock or Preferred Stock may be increased or decreased (but the number of authorized shares of Class A Common Stock may not be decreased below (1) the number of shares thereof then outstanding plus (2) the number of shares of Class A Common Stock issuable upon the conversion of Class B Common Stock and the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class A Common Stock, and the number of authorized shares of Preferred Stock may not be decreased below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the Common Stock together with any other class of capital stock of the Corporation entitled to vote generally in the election of directors irrespective of the provisions of Section 242(b)(2) of the GCL or any corresponding provision hereinafter enacted.

(iii) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purposes of issuance upon conversion of the outstanding shares of Class B Common Stock, such number of shares of Class A Common Stock that shall be issuable upon the conversion of all such outstanding shares of Class B Common Stock; provided, however, that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the conversion of the outstanding shares of Class B Common Stock by delivery of shares of Class A Common Stock which are held in the treasury of the Corporation. All shares of Class A Common Stock issued upon conversion of shares of Class B Common Stock shall, upon issue, be validly issued, fully paid and non-assessable.

(b) COMMON STOCK VOTING RIGHTS AND DIRECTORS; DIVIDENDS AND DISTRIBUTIONS; SPLITS; OPTIONS; MERGERS; LIQUIDATION; PREEMPTIVE RIGHTS; CONVERSION.

(i) Common Stock Voting Rights and Directors.

(A) The holders of shares of Common Stock shall have the following voting rights and powers:

(1) Each holder of Class A Common Stock shall be entitled, with respect to each share of Class A Common Stock held by such holder on the applicable record date, to one (1) vote in person or by proxy on all matters submitted to a vote of the holders of Class A Common Stock, whether voting separately as a class or otherwise, provided, however, that the votes attributable to each share of Class A Common Stock held by any holder (other than an Authorized Class B Holder, as defined in Clause (b)(viii)(B) of this Article FOURTH) shall be automatically reduced pro rata amongst all shares of Class A Common Stock held by such holder and (if applicable) shares of Class A Common Stock held by any other holder (other than an Authorized Class B Holder) included in any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) with such holder, so that no "person" or "group" (other than an Authorized Class B Holder) is or becomes the holder or "beneficial owner" (as such term is used in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as such term is used in Section 13(d) of the Exchange Act) such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition), directly or indirectly, of more than 34.9% of the combined voting power of the capital stock of the Corporation; provided, further that (i) a majority of the Disinterested Board Members shall have the authority (x) to determine the application of the immediately preceding proviso and make any necessary adjustments to the number of votes attributable to each share of Class A Common Stock pursuant to such proviso, which determination and/or adjustment if made in good faith shall be conclusive and binding on the Corporation and its stockholders, and (y) to waive such proviso with respect to any "person" or "group" (a "Relevant Interested Stockholder") and (ii) in no event shall such proviso continue to be applicable from and after September 15, 2014; provided, further that for purposes of clause (i)(y) of the immediately preceding proviso, reference to an "Interested Stockholder" in the definition of Disinterested Board Members shall instead be deemed to refer to the "Relevant Interested Stockholder" to whom such waiver would apply. For the avoidance of doubt, nothing herein shall reduce the voting rights attributable to any shares of capital stock held from time to time by any Authorized Class B Holder.

(2) Each holder of Class B Common Stock shall be entitled, with respect to each share of Class B Common Stock held by such holder on the applicable record date, to a number of votes per share in person or by proxy on all matters submitted to a vote of the holders of Class B Common Stock, whether voting separately as a class or otherwise, such that shares of Class B Common Stock, in the aggregate, constitute at all times during which shares of Class B Common Stock are outstanding 35% (determined on a fully diluted basis) of the combined voting power of the capital stock of the Corporation. For purposes of this clause (2), any determination "on a fully diluted basis" shall be determined in the same manner as under the Amended and Restated Credit Agreement, dated as of March 18, 1999, as amended and restated on March 6, 2007, among Charter Communications Operating, LLC, CCO Holdings, LLC, the several banks and other financial institutions or entities from time to time parties thereto, J.P. Morgan Chase Bank, N.A., as administrative agent, J.P. Morgan Chase Bank, N.A. and Bank of America, N.A., as syndication agents, Citicorp North America, Inc., Deutsche Bank

Securities Inc., General Electric Capital Corporation and Credit Suisse Securities (USA) LLC, as revolving facility co-documentation agents, and Citicorp North America, Inc., Credit Suisse Securities (USA) LLC, General Electric Capital Corporation and Deutsche Bank Securities Inc., as term facility co-documentation agents, as the same may be amended, supplemented or modified from time to time.

(B) The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.

(1) In all elections of directors, the holders of Class B Common Stock voting together as a separate class shall be entitled to elect thirty five percent (35%) of the members of the Board of Directors (rounded up to the next whole number).

(2) The holders of Class A Common Stock voting together as a separate class (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of shares of Preferred Stock), shall be entitled to elect each other member of the Board of Directors not elected by holders of Class B Common Stock pursuant to Clause (b)(i)(B)(1) of this Article FOURTH (and except for any member of the Board of Directors elected separately by the holders of one or more series of Preferred Stock); provided, however, that at such time as all outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock in accordance with Clause (b)(viii) of this Article FOURTH, the holders of Class A Common Stock (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of shares of Preferred Stock) shall be entitled to elect all members of the Board of Directors (other than any member of the Board of Directors elected separately by the holders of one or more series of Preferred Stock).

(3) Any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause of a member of the Board of Directors elected by the holders of Class A Common Stock voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock) or, if prior to the Company's first annual meeting of stockholders after the Effective Date, appointed by a holder of Class A Common Stock pursuant to the Joint Plan, shall be filled by majority vote of the remaining director or directors so elected or so appointed by the holders of Class A Common Stock, even if less than a quorum, or if there are no such directors or such directors fail to fill such vacancies within thirty (30) days, by the vote of the holders of Class A Common Stock, voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock). Any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause of a member of the Board of Directors elected by the holders of Class B Common Stock voting separately as a class or, if prior to the Company's first annual meeting of stockholders after the Effective Date, appointed by the holders of Class B Common Stock pursuant to the Joint Plan, shall be filled by majority vote of the remaining director or

directors so elected or so appointed by the holders of Class B Common Stock, even if less than a quorum, or if there are no such directors or such directors fail to fill such vacancies within thirty (30) days, by the vote of the holders of Class B Common Stock voting separately as a class; provided, however, that at such time as all outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock in accordance with Clause (b)(viii) of this Article FOURTH, any such vacancies shall be filled by majority vote of the remaining directors then in office, although less than a quorum, or by a sole remaining director, or if there are no such directors or such directors fail to fill such vacancies within thirty (30) days, by the holders of Class A Common Stock (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, together as one class with such holders of Preferred Stock). The foregoing provisions of this Clause (b)(i)(B)(3) of this Article FOURTH shall not apply to any members of the Board of Directors elected by one or more series of Preferred Stock voting as a separate class. "Joint Plan" shall mean the joint plan of reorganization filed by the Corporation, Charter Investment, Inc. and certain of the Corporation's direct and indirect subsidiaries, which Joint Plan, pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), was confirmed by an order, entered November 17, 2009, of the United States Bankruptcy Court for the Southern District of New York, a court having jurisdiction of a proceeding under the Bankruptcy Code.

(4) If the number of directors to be appointed to the initial Board of Directors pursuant to Article VI.N. of the Joint Plan yields less than eleven (11) individuals, the remaining directors on the initial Board of Directors (the "Gap Directors") shall be filled on or after the 31st day after the Effective Date by majority vote of the entire Board of Directors. If, prior to the Company's first annual meeting of stockholders after the Effective Date, there are any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause of a Gap Director, such vacancies shall be filled by majority vote of the remaining members of the entire Board of Directors.

(C) Except as otherwise required by applicable law, and Clauses (b)(i)(A) and (b)(i)(E) of this Article FOURTH notwithstanding, the Corporation shall not, without the prior affirmative vote of holders of at least a majority of the voting power of the outstanding Class B Common Stock voting as a separate class, amend, modify or repeal, or agree to amend, modify or repeal, in each case including by merger, consolidation or otherwise, Clauses (a)(i), (a)(ii), (a)(iii), (b)(i)(A), (b)(i)(B)(1), (b)(i)(B)(3), this (b)(i)(C), (b)(i)(D), (b)(ii), (b)(iii), (b)(v), (b)(vi) or (b)(viii) of this Article FOURTH, Clause (a) or (b) of Article FIFTH, Article SIXTH, Article EIGHTH, Article NINTH or Article TENTH.

(D) Except as otherwise required by applicable law, and Clauses (b)(i)(A) and (b)(i)(E) of this Article FOURTH notwithstanding, the Corporation shall not, without the prior affirmative vote of holders of at least a majority of the voting power of the outstanding Class A Common Stock voting as a separate class, amend, modify or repeal, or agree to amend, modify or repeal, in each case including by merger, consolidation or otherwise, Clauses (a)(i), (a)(ii), (b)(i)(A), (b)(i)(B), (b)(i)(C), this (b)(i)(D), (b)(ii), (b)(iii), (b)(v), (b)(vi)

or (b)(viii) of this Article FOURTH, Clause (a) or (c) of Article FIFTH, Article SIXTH, Article EIGHTH, Article NINTH or Article TENTH.

(E) Except as otherwise provided in this Certificate of Incorporation (including without limitation Clauses (b)(i)(B), (b)(i)(C) and (b)(i) of this Article FOURTH, Article FIFTH and Article EIGHTH of this Certificate of Incorporation) or required by applicable law, the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation (or if any holders of shares of any series of Preferred Stock are entitled to vote together with the holders of Common Stock, as one class with such holders of such series of Preferred Stock).

(ii) Dividends and Distributions.

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

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

(iii) Stock Splits.

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

(iv) Options, Rights or Warrants.

The Corporation shall have the power to create and issue, whether or not in connection with the issue and sale of any shares of stock or other securities of the Corporation, options, exchange rights, warrants, convertible rights, and similar rights permitting the holders thereof to purchase from the Corporation any shares of its capital stock of any class or classes at

the time authorized, such options, exchange rights, warrants, convertible rights and similar rights to have such terms and conditions, and to be evidenced by or in such instrument or instruments, consistent with the terms and provisions of this Certificate of Incorporation and as shall be approved by the Board of Directors.

(v) Mergers, Consolidation, Etc.

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

(vi) Liquidation Rights.

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

(vii) No Preemptive Rights.

The holders of shares of Common Stock are not entitled to any preemptive right to subscribe for, purchase or receive any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or of bonds, debentures or other securities convertible into or exchangeable for stock.

(viii) Conversion of Class B Common Stock.

(A) Each holder of a share of Class B Common Stock shall have the right to convert such share into one (1) fully paid and non-assessable share of Class A Common Stock, at any time and from time to time.

(B) Shares of Class B Common Stock shall at all times be held only by Authorized Class B Holders (as hereinafter defined). In that regard, each share of Class B

Common Stock Transferred (as hereinafter defined) to one or more persons or entities other than Authorized Class B Holders shall automatically convert into one (1) fully paid and non-assessable share of Class A Common Stock upon such Transfer. "Authorized Class B Holders" shall mean any of (1) Mr. Allen, (2) his estate, spouse, immediate family members and heirs and (3) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners or other owners of which consist exclusively of Mr. Allen or such other persons or entities referred to in clause (2) above or a combination thereof. "Transfer" shall mean any sale, assignment, gift, pledge, hypothecation, mortgage, exchange or other disposition.

(C) At any time on or after January 1, 2011 and until September 15, 2014, a majority of the Disinterested Board Members (as hereinafter defined) shall have the right to cause each share of Class B Common Stock held by such holder to automatically convert into one (1) fully paid and non-assessable share of Class A Common Stock. At any time on or after September 15, 2014, a majority of the members of the Board of Directors (excluding members of the Board of Directors elected by the holders of Class B Common Stock pursuant to Clause (b)(i)(B)(1) of this Article FOURTH) shall have the right to cause each share of Class B Common Stock held by such holder to automatically convert into one (1) fully paid and non-assessable share of Class A Common Stock. "Disinterested Board Members" shall mean only those members of the Board of Directors that would qualify as "Independent directors" within the meaning of NASDAQ Marketplace Rule 5605(a)(2) (or any successor provision), whether or not applicable, including the requirements in clauses (C) through (G) thereof (or any successor provisions), with respect to the Company and each Interested Stockholder and each Affiliate and each Associate of each Interested Stockholder; provided, that in no event shall a Disinterested Board Member include any member (1) elected by the holders of Class B Common Stock pursuant to Clause (b)(i)(B)(1) of this Article FOURTH or (2) who is an Interested Stockholder or an Affiliate or Associate of an Interested Stockholder (as such terms are defined in Clause (b) of Article EIGHTH).

(D) As promptly as practicable following the surrender by a holder of a certificate representing shares of Class B Common Stock to be converted pursuant to Clause (b)(viii)(A) of this Article FOURTH or a certificate formerly representing shares of Class B Common Stock that have been converted pursuant to Clause (b)(viii)(B) or (C) of this Article FOURTH, and the payment in cash of any amount required by the provisions of Clause (b)(viii)(G) of this Article FOURTH, the Corporation shall deliver or cause to be delivered at the office of the transfer agent a certificate or certificates representing the number of shares of Class A Common Stock issuable upon such conversion, issued in such name or names as such holder may direct. Such conversion shall be deemed to have been effected (1) immediately prior to the close of business of the Corporation on the date of the surrender of the certificate or certificates representing shares of Class B Common Stock in the case of a conversion under Clause (b)(viii)(A) of this Article FOURTH, (2) immediately prior to the close of business of the Corporation on the date of Transfer in the case of an automatic conversion under Clause (b)(viii)(B) of this Article FOURTH and (3) immediately prior to the close of business of the Corporation on the date of the determination by the Board of Directors in the case of conversion under Clause (b)(viii)(C) of this Article FOURTH. At the close of business of the Corporation on the date any such conversion is made or deemed to be effected, except as otherwise provided herein all rights of the holder of such shares of Class B Common Stock as a holder thereof shall cease, and the person or persons in whose name or names the certificate or certificates

representing the shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock as of such date; provided, however, that if any such conversion is made or deemed to be effected on any date when the stock transfer books of the Corporation shall be closed, the person or persons in whose name or names the certificate or certificates representing shares of Class A Common Stock are to be issued shall be deemed the record holder or holders thereof for all purposes upon the opening of business of the Corporation on the next succeeding day on which the stock transfer books are open.

(E) In the event of a recapitalization, reorganization, reclassification or other event as a result of which the shares of Class A Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, then a holder of Class B Common Stock shall be entitled to receive upon conversion the same kind and amount of such stock, security, cash and/or other property that such holder would have received if such conversion had occurred immediately prior to the record date or effective date of such event.

(F) No adjustments in respect of dividends (other than dividends paid in stock or securities of the Corporation) shall be made upon the conversion of any shares of Class B Common Stock except as otherwise provided herein; provided, however, that if a share of Class B Common Stock shall be converted subsequent to the record date for the payment of a dividend or other distribution on shares of Class B Common Stock but prior to such payment, then the registered holder of such share at the close of business on such record date shall be entitled to receive the dividend or other distribution payable on such shares on such date notwithstanding the conversion thereof or the default in payment of the dividend or distribution due on such date.

(G) The issuance of certificates for shares of Class A Common Stock upon conversion of Class B Common Stock shall be made without charge to the holders of such shares for any transfer or other similar tax in respect of such issuance; provided, however, that if any such certificate is to be issued in a name other than that of the holder of the share or shares of Class B Common Stock converted, then the person or persons requesting the issuance thereof shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Corporation that such tax has been paid or is not payable.

(H) Shares of Class B Common Stock that are converted into shares of Class A Common Stock as provided herein shall be retired and not available for reissue by the Corporation.

(c) PREFERRED STOCK.

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

(i) entitling the holders thereof to cumulative, non-cumulative or partially cumulative dividends, or to no dividends;

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

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

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

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

(vi) providing for voting rights or having limited voting rights or enjoying general, special or multiple voting rights; and

(vii) specifying the number of shares constituting that series and the distinctive designation of that series.

FIFTH: REMOVAL OF DIRECTORS

(a) REMOVAL FOR CAUSE.

Any director may be removed from office for cause by the affirmative vote of a majority of the voting power of the outstanding shares of Class A Common Stock and Class B Common Stock (and any series of Preferred Stock then entitled to vote at an election of directors), voting together as one class.

(b) CLASS B COMMON REMOVAL WITHOUT CAUSE.

Any director elected by the vote of the holders of Class B Common Stock voting separately as a class may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the voting power of the outstanding shares of Class B Common Stock, voting as a separate class.

(c) CLASS A COMMON REMOVAL WITHOUT CAUSE.

Any director elected by the vote of the holders of Class A Common Stock voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock) may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the voting power of the outstanding shares of Class A Common Stock, voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock).

SIXTH: BYLAWS

The Board of Directors may from time to time adopt, make, amend, supplement or repeal the Bylaws, except as provided in this Certificate of Incorporation or in the Bylaws. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

SEVENTH: DIRECTOR EXCULPATION

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

EIGHTH: CERTAIN BUSINESS COMBINATIONS

(a) REQUIREMENTS TO EFFECT CERTAIN BUSINESS COMBINATIONS.

In addition to any affirmative vote required by law or this Certificate of Incorporation or the Bylaws, a Business Combination (as hereinafter defined) involving as a party, or proposed by or on behalf of, an Interested Stockholder (as hereinafter defined) or an Affiliate (as hereinafter defined) or Associate (as hereinafter defined) of an Interested Stockholder or a person who upon consummation of such Business Combination would become an Affiliate or Associate of an Interested Stockholder shall, except as otherwise prohibited by applicable law, as in effect from time to time, require both of the following conditions to be satisfied:

(i) a majority of the Continuing Directors (as hereinafter defined) shall have determined (after consultation with their outside legal and financial advisors) that such Business Combination, including without limitation, the consideration to be received in connection therewith, is fair to the Corporation and its stockholders (other than any stockholder that is an Interested Stockholder in respect of such Business Combination and the Affiliates and Associates (if any) of such Interested Stockholder); and

(ii) holders of not less than a majority of the votes entitled to be cast by the holders of all of the then outstanding shares of Voting Stock (as hereinafter defined), voting together as a single class, excluding Voting Stock Beneficially Owned (as hereinafter defined) by any Interested Stockholder or any Affiliate or Associate of such Interested Stockholder, shall have approved such transaction. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage affirmative vote, or the vote of any other class of stockholders, may otherwise be required, by law or otherwise.

(b) CERTAIN DEFINED TERMS.

For purposes of this Article EIGHTH, the following definitions shall apply:

(i) "Business Combination" shall mean:

(A) any merger or consolidation of the Corporation or any Subsidiary (as hereinafter defined) with (A) any Interested Stockholder or (B) any other company (whether or not itself an Interested Stockholder) which is or after such merger or consolidation would be an Affiliate or Associate of an Interested Stockholder; or

(B) any (1) sale, lease, exchange, mortgage, pledge, transfer or other disposition or hypothecation of assets of the Corporation or of any Subsidiary (whether or not in connection with the dissolution of the Corporation) to or for the benefit of, or (2) purchase by the Corporation or any Subsidiary from, or (3) issuance by the Corporation or any Subsidiary of securities to, or (4) investment, loan, advance, guarantee, participation or other extension of credit by the Corporation or any Subsidiary to, from, in or with or (5) establishment of a partnership, joint venture or other joint enterprise with or for the benefit of, in each case, any Interested Stockholder or any Affiliate or Associate of any Interested Stockholder which transaction, alone or taken together with any related transaction or transactions, has an aggregate fair market value and/or involves aggregate commitments of \$50,000,000 or more or any arrangement, whether as employee, consultant or otherwise (other than service as a director), pursuant to which any Interested Stockholder or any Affiliate or Associate thereof shall, directly or indirectly, attain any control over or responsibility for the management of any aspect of the business or affairs of the Corporation or any Subsidiary which involves assets which have an aggregate fair market value of \$50,000,000 or more; or

(C) any (1) reclassification of securities (including any reverse stock split), or (2) recapitalization of the Corporation (including any change to or exchange of securities of the Corporation), or (3) merger or consolidation of the Corporation with any of its Subsidiaries or (4) other transaction (whether or not with or otherwise involving as a party an Interested Stockholder) that, in each case, has the effect, directly or indirectly, of increasing the proportionate share of any class or series of capital stock, or any securities convertible into or exchangeable for capital stock or other equity securities, of the Corporation or any Subsidiary Beneficially Owned by any Interested Stockholder or any Affiliate or Associate of any Interested Stockholder; or

(D) any agreement, contract or other arrangement providing for any one or more of the actions specified in the foregoing Clauses (b)(i)(A), (b)(i)(B) and (b)(i)(C) of this Article EIGHTH.

Notwithstanding anything to the contrary in this Certificate of Incorporation, in no event shall a “Business Combination” include any transaction expressly contemplated by the Joint Plan (including, without limitation, the issuance of any securities pursuant thereto, including securities issued or issuable from time to time upon exercise, conversion or exchange thereof, and the payment of specified fees and expenses, and the assumption and performance of any executory contracts, thereunder) or any conversion of Class B Common Stock into Class A Common Stock under Clause (b)(viii) of Article FOURTH of this Certificate of Incorporation.

(ii) “Affiliate” in respect of a person shall mean any person (other than an Exempt Person) controlling, controlled by or under common control with such person.

(iii) “Associate” in respect of an individual shall mean (A) any corporation or other organization of which such person is an officer or partner or otherwise participates in a material way in the management or policy-making thereof or is the Beneficial Owner of ten percent (10%) or more of any class of voting equity security, (B) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as a trustee or in a similar fiduciary capacity and (C) any parent or lineal descendant of such person or the spouse of such person or any relative of such person who has the same home as such person or who is a director, officer, partner, limited liability company member, trustee or other fiduciary of any organization of which such person is also a director, officer, partner, limited liability company member, trustee or other fiduciary or substantial beneficiary. The term “Associate” in respect of any company means (A) any director, officer or trustee of such company or in the case of a limited liability company any manager or managing member or in the case of a partnership any general partner, (B) any other person who participates in a material way in the management or policy-making of such company and (C) any person who is the Beneficial Owner of ten percent (10%) or more of any class of equity security of such company. In no event shall an “Associate” include an Exempt Person.

(iv) A person shall be a “Beneficial Owner” of any capital stock or other securities of the Corporation: (A) which such person or any of its Affiliates or Associates owns or has the economic benefit of ownership of, directly or indirectly; (B) which such person or any of its Affiliates or Associates has, directly or indirectly, (1) the right to acquire (whether such right is exercisable immediately or subject only to the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (2) the right to vote pursuant to any agreement, arrangement or understanding; or (C) which any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of capital stock, owns or has the economic benefit of ownership of. For the purposes of determining whether a person is an “Interested Stockholder”, the number of shares of capital stock of the Corporation deemed to be outstanding shall include shares deemed beneficially owned by such person through application of this Clause (b)(iv) of this Article EIGHTH, but shall not include any other shares of capital stock that

may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(v) “Continuing Director” with respect to an Interested Stockholder shall mean any member of the Board of Directors (while such person is a member of the Board of Directors) who is not an Affiliate or Associate or representative of such Interested Stockholder (including any person nominated to the Board of Directors by such Interested Stockholder or an Affiliate or Associate of such Interested Stockholder).

(vi) “Interested Stockholder” shall mean any person (other than (A) the Corporation or any Subsidiary, (B) any profit-sharing, employee stock ownership or other employee benefit plan of the Corporation or any Subsidiary or (C) any trustee or fiduciary with respect to any such plan or holding Voting Stock for the purpose of funding any such plan or funding other employee benefits for employees of the Corporation or any Subsidiary when acting in such capacity (the persons and entities described in the foregoing clauses (A)-(C) being referred to herein as “Exempt Persons”)) who is, or has announced or publicly disclosed a plan or intention to become, the Beneficial Owner of Voting Stock representing ten percent (10%) or more of the votes entitled to be cast by the holders of all then outstanding shares of Voting Stock.

(vii) “Subsidiary” shall mean any corporation, partnership, joint venture or other legal entity of which the Corporation (either alone or through or together with any other Subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity interests, has the power to elect a majority of the board of directors or similar governing body, or has the power to direct the business and policies.

(viii) “Voting Stock” shall mean all shares of capital stock of the Corporation entitled generally to vote on the election of any director of the Corporation (without reference to any terms of any Preferred Stock providing for special voting rights or restrictions with respect to particular matters), including, without limitation, shares of Class A Common Stock and shares of Class B Common Stock.

(c) CERTAIN DETERMINATIONS.

A majority of the Continuing Directors shall have the power and duty to determine for the purposes of this Article EIGHTH, on the basis of information known to them after reasonable inquiry, all questions arising under this Article EIGHTH, including without limitation, (i) whether a person is an Interested Stockholder, (ii) the number of shares of capital stock or other securities Beneficially Owned by any person, (iii) whether a person is an Affiliate or Associate of another person, (iv) whether a Business Combination is proposed by or on behalf of an Interested Stockholder or an Affiliate or Associate of an Interested Stockholder or a person who upon consummation of such Business Combination would become an Affiliate or Associate of such Interested Stockholder, (v) whether the assets that are the subject of any Business Combination have, or the consideration to be received for the issuance or transfer of securities by the Corporation or any Subsidiary in any Business Combination has, an aggregate fair market value of \$50,000,000 or more, and (vi) the application of any other term used in this Article

EIGHTH. Any such determination made in good faith shall be binding and conclusive on the Corporation, all of its stockholders and all other parties.

(d) AMENDMENT OF THIS ARTICLE.

Notwithstanding anything to the contrary in this Certificate of Incorporation, and in addition to the requirements of Clauses (b)(i)(C) and (b)(i)(D) of Article FOURTH, any proposal to alter, amend or repeal, or to adopt any provision inconsistent with, this Article EIGHTH, including in each case by merger, consolidation or otherwise, shall require the affirmative vote of the holders of not less than a majority of the votes entitled to be cast by the holders of all of the then outstanding shares of Voting Stock, voting together as a single class, excluding Voting Stock beneficially owned by any Interested Stockholder.

NINTH: TRADING RESTRICTIONS

(a) RIGHT TO IMPOSE TRADING RESTRICTIONS

(i) In the event that both (1) the Corporation's Equity Value has fallen below \$3,200,000,000.00 (the "Trigger Price") and (2) an "owner shift" of at least 25 percentage points has occurred during the relevant "testing period" with respect to the Corporation's equity for purposes of Section 382 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder (collectively, "Section 382"), as reasonably determined by the Corporation (in consultation with outside counsel) in accordance with Section 382 (Clauses (a)(i)(1) and (a)(i)(2) of this Article NINTH are collectively referred to herein as the "Trigger Provisions"), then the Board of Directors shall meet on an expedited basis to determine whether to impose restrictions on the trading of the Corporation's stock in accordance with this Article NINTH and to determine the specific terms of such restrictions. Unless otherwise defined hereon, all terms used in this Article NINTH (including but not limited to "5% shareholder," "testing period," "ownership change," and "owner shift") are intended to have the meanings ascribed to them under Section 382 and shall be construed accordingly.

(ii) The Board of Directors' ability to impose trading restrictions pursuant to this Article NINTH shall terminate on the fifth anniversary of the Emergence Date (as hereinafter defined); provided, however, that any trading restrictions imposed by the Board of Directors pursuant to this Article NINTH prior to such fifth anniversary shall remain in full force and effect until the Trigger Provisions are no longer satisfied.

(b) CERTAIN DEFINED TERMS

(i) "Emergence Date" shall mean November 30, 2009, which is the date the Corporation emerged from chapter 11 bankruptcy protection.

(ii) "Equity Value" as of any date shall mean the total valuation of the Corporation's equity securities (including preferred stock and common stock and adjusted for any extraordinary dividends, as determined in good faith by the Board of Directors) calculated as follows (1) for any class of stock that is publicly traded for at least 20 trading days prior to such determination, the value determined using the volume-weighted average trading price of such stock for each trading day during the previous 20 trading days, plus (2) for any class of stock that

is not publicly traded for at least 20 trading days prior to such determination, the fair market value of such stock, as reasonably determined by the Board of Directors after consultation with an investment banking firm of nationally recognized standing.

(c) PROCEDURE TO IMPOSE TRADING RESTRICTIONS

Except as provided in this Article NINTH, after the Emergence Date, the Corporation shall not impose any trading restrictions on transfers of the Corporation's stock.

If the Board of Directors determines to impose trading restrictions on transfers of the Corporation's stock pursuant to this Article NINTH, which shall require the affirmative vote of at least two thirds (2/3) of all directors, then the Corporation shall promptly announce the imposition and terms of such trading restrictions by means of a press release and the filing of a Current Report on Form 8-K with the Securities and Exchange Commission. The terms of such restrictions, including the form of any notice or application documentation that may be associated with such restrictions, shall also be described by the Corporation in each quarterly and annual report filed by the Corporation with the Securities and Exchange Commission.

(d) PRINCIPAL TERMS OF TRADING RESTRICTIONS

If the Board of Directors determines to impose trading restrictions on transfers of the Corporation's stock in accordance with this Article NINTH, the principal terms of such trading restrictions shall be the terms set forth in this Clause (d) of Article NINTH. The Board of Directors shall have the authority in its sole discretion to determine and establish the definitive and ancillary terms of such trading restrictions so long as such terms are consistent with the following provisions of this Article NINTH:

(i) Any acquisition of the Corporation's stock by a person or entity that is not a 5% shareholder of the Corporation will be null and void ab initio as to the purchaser to the extent such acquisition causes such person or entity to become a 5% shareholder of the Corporation unless the acquisition of such stock (1) was previously approved in writing by the Board of Directors, (2) is a Permitted Acquisition or (3) is covered by Clause (d)(v) of this Article NINTH. "Permitted Acquisition" shall mean an acquisition that will not result in an increase in an "owner shift" for purposes of Section 382 in excess of any "owner shift" that would have occurred if the seller had sold the same amount of stock through general public market transactions (e.g., because the stock is purchased from another 5% shareholder whose stock acquisition had caused an owner shift).

(ii) Any acquisition of the Corporation's stock by a 5% shareholder of the Corporation will be null and void ab initio as to the purchaser unless the acquisition of such stock (1) was previously approved in writing by the Corporation's Board of Directors, (2) is a Permitted Acquisition or (3) is covered by Clause (d)(v) of this Article NINTH.

(iii) Any person or entity seeking to use the "Permitted Acquisition" exception in the case of Clause (d)(i) or (d)(ii) of this Article NINTH shall either (1) contemporaneously with such transaction, notify the Corporation in writing of such transaction, represent in writing to the Corporation that such transaction is a Permitted Acquisition, and acknowledge in writing that if such transaction is not a Permitted Acquisition such person or entity will be subject to the

consequences set forth in this Article NINTH or (2) prior to such transaction, notify the Corporation of its intent to engage in a Permitted Acquisition and provide relevant factual information sufficient to establish that the acquisition will qualify as a Permitted Acquisition, and within 10 business days of such notice, the Corporation shall indicate whether such proposed transaction will qualify as a Permitted Acquisition. For the avoidance of doubt, any transaction covered by Clause (d)(v) of this Article NINTH shall not be subject to the restrictions and procedures of this Article NINTH.

(iv) The Corporation shall announce by press release and the filing of a Current Report on Form 8-K with the Securities and Exchange Commission if its Board of Directors determines that trading restrictions are no longer required or if the Trigger Provisions are no longer satisfied; provided, however, that if trading restrictions shall be imposed following a decline in the Corporation's equity value, any increase in the value of the Corporation's stock shall not result in the lapse of such trading restrictions unless such increase (determined using the same methodology set forth in the definition of Equity Value above) is at least 10% greater than the Trigger Price.

(v) Notwithstanding the foregoing, the Board of Directors shall have no authority pursuant to this Article NINTH to restrict or otherwise limit in any manner (1) the disposition of shares of capital stock of the Corporation by any stockholder of the Corporation, (2) any issuance by the Corporation of Common Stock pursuant to the Exchange Agreement or the CII Settlement Claim Warrants (as defined in the Joint Plan), (3) any conversion of Class B Common Stock into Class A Common Stock, (4) any distributions upon, or adjustments to, any shares of Class B Common Stock or warrants (or any shares issuable upon exchange, conversion, or exercise thereof) to which the holder of such interest is otherwise entitled, or (5) any acquisition of Common Stock pursuant to clause (2), (3), or (4) above.

(e) REQUIREMENT TO PROVIDE INFORMATION REGARDING SHARE OWNERSHIP

All stockholders of the Corporation that have filed or would be required to file a Schedule 13D or 13G with the Securities and Exchange Commission with respect to the Corporation shall be required to provide information to the Corporation regarding such stockholder's ownership of the Corporation's stock, including the dates of the acquisition and disposition of such stock and the amounts of such acquisitions and dispositions, to the extent requested by the Corporation. Such information shall be provided within five business days of the Corporation's request, and, at the stockholder's request, the Corporation shall execute a standard confidentiality agreement with respect to such information.

TENTH: AMENDMENT, ETC.

Subject in each instance to Clauses (b)(i)(C), (b)(i)(D) and (b)(i)(E) of Article FOURTH and Article EIGHTH of this Certificate of Incorporation, the Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter authorized by the laws of the State of Delaware. All rights, preferences and privileges herein conferred are granted subject to this reservation.

ELEVENTH: FORUM

The Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the GCL or this Certificate of Incorporation or the Corporation's Bylaws or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine.

(Remainder of this Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation, which restates, integrates and further amends the provisions of the Certificate of Incorporation of the Corporation, and which was duly made, executed and acknowledged in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, has been signed on August 20, 2010.

CHARTER COMMUNICATIONS, INC.

By: Richard R. Dykhouse

Name: Richard R. Dykhouse

Title: Vice President, Associate General
Counsel and Corporate Secretary