UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 3)*

CHARTER COMMUNICATIONS, INC.
(Name of Issuer)

CLASS A COMMON STOCK
(Title of Class of Securities)

16117M107
(CUSIP Number)

William D. Savoy
Vulcan Cable III Inc.
505 Fifth Avenue South, Suite 900
Seattle, Washington 98104
(206) 453-1940

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Irell & Manella LLP
1800 Avenue of the Stars
Suite 900
Los Angeles, CA 90067
(310) 277-1010

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

February 14, 2002
(Date of Event which Requires Filing of This Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

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

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

1. NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Paul G. Allen

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) [X] (b) [ ]

3. SEC USE ONLY

4. SOURCE OF FUNDS*

PF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) [ ]

6. CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 349,996,034 SHARES (1)
	8.	SHARED VOTING POWER -0- SHARES
	9.	SOLE DISPOSITIVE POWER 349,996,034 SHARES (1)
	10.	SHARED DISPOSITIVE POWER -0- SHARES

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

349,996,034 SHARES (1)

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* [ ]

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11

55.2% beneficial ownership of Class A Common Stock (2)/ 92.3% voting power (3)

14. TYPE OF REPORTING PERSON*

IN

(1) Represents the (A) 10,804,003 shares of Class A Common Stock of the Issuer held directly by Mr. Allen, (B) 10,000 vested options on shares of Class A Common Stock of the Issuer and (C) shares of Class A Common Stock of the Issuer into which the following interests may be converted: (a) 50,000 shares of Class B Common Stock of the Issuer held directly by Paul G. Allen, (b) 106,715,233 Class A Common Membership Units ("Class A Units") of Charter Communications Holding Company, LLC ("Charter Holdco") held by Vulcan Cable III Inc. ("Vulcan"), (c) 217,585,246 Class A Units of Charter Holdco held by Charter Investment, Inc. ("CII"), (d) 9,597,940 Class C Common Membership Units ("Class C Units") of Charter Holdco held by Vulcan and (e) 5,233,612 Class C Common Membership Units ("Class C Units") of Charter Holdco held by CII. Each of Vulcan and CII has an exchange option with the Issuer giving it the right, at any time, to exchange both its Class A Units and Class C Units (the Class A Units and the Class C Units collectively, the "Class B Common Stock Equivalents") for shares of Class B Common Stock of the Issuer on a one-for-one basis. Class B Common Stock of the Issuer is convertible at any time into Class A Common Stock of the Issuer on a one-for-one basis. Mr. Allen is the sole stockholder of Vulcan and of CII. Mr. Allen is therefore deemed to have beneficial ownership of all of the Class B Common Stock Equivalents held by Vulcan and CII. As the ultimate controlling person of both Vulcan and CII, he is also deemed to have sole voting power with respect to the Class B Common Stock Equivalents held by each entity. Each entity is deemed to share its respective voting power as the direct owner of the Class B Common Stock Equivalents with Mr. Allen because of Mr. Allen's controlling interest in such entity.

(2) The calculation of the percentage assumes that: (i) the 50,000 shares of Class B Common Stock held by Mr. Allen have been converted into shares of Class A Common Stock and (ii) all Class B Common Stock Equivalents held by Vulcan and CII or that Vulcan and CII have the right to acquire within 60 days of February 14, 2002 (the "Reporting Date") have been exchanged for shares of Class A Common Stock.

(3) Each share of Class B Common Stock of the Issuer has the right to a number of votes determined by multiplying (i) ten, and (ii) the sum of (1) the total number of shares of Class B Common Stock outstanding, and (2) the aggregate number of Class B Common Stock Equivalents, and dividing the product by the total number of shares of Class B Common Stock outstanding. The calculation of this percentage assumes that Mr. Allen's equity interests are retained in the form that maximizes voting power (*i.e.*, the 50,000 shares of Class B Common Stock held by Mr. Allen have not been converted into shares of Class A Common Stock and that the Class B Common Stock Equivalents beneficially owned by Mr. Allen through Vulcan and CII have not been exchanged for shares of Class B Common Stock or Class A Common Stock).

* SEE INSTRUCTIONS BEFORE FILLING OUT!

1.	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Vulcan Cable III Inc.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	(a) [X] (b) [ ]
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS* AF	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[ ]
6.	CITIZENSHIP OR PLACE OF ORGANIZATION State of Washington	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER -0- SHARES
	8.	SHARED VOTING POWER 116,313,173 SHARES (1)
	9.	SOLE DISPOSITIVE SHARES -0- SHARES
	10.	SHARED DISPOSITIVE POWER 116,313,173 SHARES (1)

11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 116,313,173 SHARES (1)	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	[ ]
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 28.3% beneficial ownership of Class A Common Stock (2)/ 0.0% voting power (3)	
14.	TYPE OF REPORTING PERSON* CO	

(1) Represents Class A Common Membership Units ("Class A Units") and Class C Common Membership Units ("Class C Units" and together with the Class A Units, the "Class B Common Stock Equivalents") of Charter Communications Holding Company, LLC ("Charter Holdco") directly held by Vulcan Cable III Inc. ("Vulcan"). Vulcan has an exchange option with the Issuer giving it the right, at any time, to exchange its Class B Common Equivalents for shares of Class B Common Stock of the Issuer on a one-for-one basis. Class B Common Stock of the Issuer is convertible at any time into Class A Common Stock of the Issuer on a one-for-one basis. Paul G. Allen is the sole stockholder of Vulcan and is therefore deemed to have beneficial ownership of all of the Class B Common Equivalents that Vulcan Cable III Inc. owns. Because Mr. Allen is the sole stockholder of Vulcan, Vulcan is deemed to share its voting power of the Class B Common Stock Equivalents with Mr. Allen.

(2) The calculation of this percentage assumes that all Class B Common Stock Equivalents held by Vulcan or that Vulcan has the right to acquire within 60 days of the Reporting Date have been exchanged for shares of Class A Common Stock.

(3) Each share of Class B Common Stock of the Issuer has the right to a number of votes determined by multiplying (i) ten, and (ii) the sum of (1) the total number of shares of Class B Common Stock outstanding, and (2) the aggregate number of Class B Common Stock Equivalents, and dividing the product by the total number of shares of Class B Common Stock outstanding. The calculation of this percentage assumes that Mr. Allen's equity interests are retained in the form that maximizes voting power (*i.e.*, the 50,000 shares of Class B Common Stock held by Mr. Allen have not been converted into shares of Class A Common Stock and that the Class B Common Stock Equivalents owned by Vulcan and CII have not been exchanged for shares of Class B Common Stock or Class A Common Stock).

1.	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Charter Investment, Inc.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	(a) [X] (b) [ ]
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS* AF	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[ ]
6.	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER -0- SHARES
	8.	SHARED VOTING POWER 222,818,858 SHARES (1)
	9.	SOLE DISPOSITIVE SHARES -0- SHARES
	10.	SHARED DISPOSITIVE POWER 222,818,858 SHARES (1)

11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 222,818,858 SHARES (1)	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	[ ]
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 43.1% beneficial ownership of Class A Common Stock (2)/ 0.0% voting power (3)	
14.	TYPE OF REPORTING PERSON* CO	

(1) Represents Class A Common Membership Units ("Class A Units") and Class C Common Membership Units ("Class C Units" and together with the Class A Units, the "Class B Stock Common Equivalents") of Charter Communications Holding Company, LLC ("Charter Holdco") directly held by Charter Investment, Inc. ("CII"). CII has an exchange option with the Issuer giving it the right, at any time, to exchange its Class B Stock Common Equivalents for shares of Class B Common Stock of the Issuer on a one-for-one basis. Class B Common Stock of the Issuer is convertible at any time into Class A Common Stock of the Issuer on a one-for-one basis. Paul G. Allen is the sole stockholder of CII and is therefore deemed to have beneficial ownership of all of the Class B Common Equivalents that CII owns. Because Mr. Allen is the controlling stockholder of CII, CII is deemed to share its voting power of the Class B Stock Common Equivalents with Mr. Allen.

(2) The calculation of this percentage assumes that all Class B Common Stock Equivalents held by CII or that CII has the right to acquire within 60 days of the Reporting Date have been exchanged for shares of Class A Common Stock.

(3) Each share of Class B Common Stock of the Issuer has the right to a number of votes determined by multiplying (i) ten, and (ii) the sum of (1) the total number of shares of Class B Common Stock outstanding, and (2) the aggregate number of Class B Common Stock Equivalents, and dividing the product by the total number of shares of Class B Common Stock outstanding. The calculation of this percentage assumes that Mr. Allen's equity interests are retained in the form that maximizes voting power (*i.e.*, the 50,000 shares of Class B Common Stock held by Mr. Allen have not been converted into shares of Class A Common Stock and that the Class B Common Stock Equivalents owned by Vulcan and CII have not been exchanged for shares of Class B Common Stock or Class A Common Stock).

SCHEDULE 13D

This third amendment to Schedule 13D amends the Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") on November 22, 1999, as amended by the first amendment, as filed with the SEC on December 20, 1999 and the second amendment, as filed with the SEC on September 13, 2000 (as amended the "Schedule 13D"). Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Schedule 13D.

ITEM 2. IDENTITY AND BACKGROUND.

Item 2 is amended and restated in its entirety as follows:

The persons filing this statement are Paul G. Allen, Charter Investment, Inc. ("CII") and Vulcan Cable III Inc. ("Vulcan" and together with Paul G. Allen and CII, the "Reporting Persons"). Mr. Allen's business address is: c/o Vulcan, Inc., 505 Fifth Avenue South, Suite 900, Seattle, Washington 98104. Mr. Allen is Chairman of the board of directors of the Issuer and CII and a director of Vulcan. Mr. Allen is also the sole stockholder of Vulcan and CII.

Vulcan is a Washington corporation, the principal business of which is holding equity interests in Charter Communications Holding Company, LLC ("Charter Holdco"). The address of Vulcan's principal office is 505 Fifth Avenue South, Suite 900, Seattle, Washington 98104. Mr. Allen and each of Vulcan's executive officers and directors is a U.S. citizen. Their names, business addresses and principal occupations are below.

Paul G. Allen, c/o Vulcan, Inc., 505 Fifth Avenue South, Suite 900, Seattle, Washington 98104. Mr. Allen is Chairman of the board of directors of CII and of the Issuer and a director of Vulcan. Mr. Allen is also the sole stockholder of Vulcan.

William D. Savoy, c/o Vulcan, Inc., 505 Fifth Avenue South, Suite 900, Seattle, Washington 98104. Mr. Savoy is a director of CII, Vulcan and the Issuer and President of Vulcan.

Joseph D. Franzi, c/o Vulcan, Inc., 505 Fifth Avenue South, Suite 900, Seattle, Washington 98104. Mr. Franzi is Vice President and Secretary of Vulcan.

CII is a Delaware corporation, the principal business of which is holding equity interests in Charter Holdco, a subsidiary of the Issuer, and performing various services relating to the cable assets held indirectly by Charter Holdco and the Issuer. The address of CII's principal office is 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Allen and each of CII's executive officers and directors is a U.S. citizen. Their names, business addresses and principal occupations, unless described above, are as follows:

David C. Andersen, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Andersen is Senior Vice President — Communications of CII and of the Issuer.

David G. Barford, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Barford is Executive Vice President and Chief Operating Officer of CII and of the Issuer.

J. Christian Fenger, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Fenger is Senior Vice President of Operations — Western Division of CII and of the Issuer.

Eric A. Freesmeier, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Freesmeier is Senior Vice President — Administration of CII and of the Issuer.

Thomas R. Jokerst, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Jokerst is Senior Vice President — Advanced Technology Development of CII and of the Issuer.

Kent D. Kalkwarf, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Kalkwarf is Executive Vice President and Chief Financial Officer of CII and of the Issuer.

Ralph G. Kelly, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Kelly is Senior Vice President — Treasurer of CII and of the Issuer.

David L. McCall, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. McCall is Senior Vice President of Operations — Eastern Division of CII and of the Issuer.

Majid R. Mir, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Mir is Senior Vice President — Telephony and Advanced Services of CII and of the Issuer.

John C. Pietri, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Pietri is Senior Vice President — Engineering of CII and of the Issuer.

Michael E. Riddle, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Riddle is Senior Vice President and Chief Information Officer of CII and of the Issuer.

Steven A. Schumm, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Schumm is Executive Vice President, Assistant to the President of CII and of the Issuer.

William J. Shreffler, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Shreffler is Senior Vice President of Operations — Central Division of CII and of the Issuer.

Curtis S. Shaw, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Shaw is Senior Vice President, General Counsel and Secretary of CII and of the Issuer.

Stephen E. Silva, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Silva is Executive Vice President — Corporate Development and Technology and Chief Technology Officer of CII and of the Issuer.

Carl E. Vogel, c/o Charter Communications, Inc., 12405 Powerscourt Drive, St. Louis, Missouri 63131. Mr. Vogel is President and Chief Executive Officer of CII and of the Issuer.

During the last five years, Mr. Allen, Vulcan and CII have not, nor, to the best knowledge of Vulcan, CII and Mr. Allen, has any other person named in this Item 2, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he or it is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3: SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

This amendment reports the acquisition by Vulcan of 9,597,940 Class C Common Membership Units of Charter Holdco ("Class C Units"), and the acquisition by CII of 5,233,612 Class C Units, through the exercise by third parties of the put rights under certain of the Bresnan Put Agreements described in Item 6. Notice of exercise under the Bresnan Put Agreements was received on February 14, 2002, which obligated Mr. Allen, or his designees, to purchase such Class C Units within 90 days. Vulcan and CII financed the acquisition of such Class C Units through a capital contribution by Mr. Allen from his personal funds.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 is amended and restated in its entirety as follows:

(a) Mr. Allen beneficially owns 349,996,034 shares of Class A Common Stock of the Issuer, which consists of (i) 10,804,003 shares of Class A Common Stock of the Issuer held directly by Mr. Allen, (ii) 10,000 vested options on shares of Class A Common Stock of the Issuer and (iii) shares of Class A Common Stock of the Issuer into which the following interests may be converted: (a) 50,000 shares of Class B Common Stock of the Issuer held directly by Mr. Allen, (b) 106,715,233 Class A Common Membership Units ("Class A Units") of Charter Holdco held by Vulcan, (c) 217,585,246 Class A Units of Charter Holdco held by CII, (d) 9,597,940 Class C Units of Charter Holdco that are held by Vulcan and (e) 5,233,612 Class C Units of Charter Holdco that are held by CII. Each of Vulcan and CII has an exchange option with the Issuer giving it the right, at any time, to exchange its Class A Units and Class C Units (the "Class B Common Stock Equivalents") for shares of Class B

Common Stock of the Issuer on a one-for-one basis. Class B Common Stock of the Issuer is convertible at any time into Class A Common Stock of the Issuer on a one-for-one basis.

Each share of Class B Common Stock of the Issuer has the right to a number of votes determined by multiplying (i) ten, and (ii) the sum of (1) the total number of shares of Class B Common Stock outstanding, and (2) the aggregate number of Class B Common Stock Equivalents, and dividing the product by the total number of shares of Class B Common Stock outstanding. The Class B Common Stock is identical to the Class A Common Stock except that the Class A Common Stock is entitled to one vote per share and is not convertible into any other security.

Mr. Allen's beneficial ownership represents approximately 55.2% of the shares of the Issuer's outstanding Class A Common Stock assuming conversion of all Class B Common Stock and Class B Common Stock Equivalents and approximately 92.3% of the voting power of the Issuer's outstanding Class A Common Stock assuming no conversion of the Class B Common Stock and the Class B Common Stock Equivalents.

Except as otherwise provided, each of the other persons named in Item 2 beneficially owns less than 0.1% of the equity and voting power of the Issuer and, except as otherwise provided below, none of the other persons named in Item 2 beneficially owns any of the Issuer's Class A Common Stock. Included in beneficial ownership are all options that vest and will be exercisable within 60 days of the Reporting Date.

David C. Andersen, Senior Vice President — Communications of CII and the Issuer, beneficially owns 79,700 shares of Class A Common Stock.

David G. Barford, Executive Vice President and Chief Operating Officer of CII and the Issuer, beneficially owns 433,583 shares of Class A Common Stock. Mr. Barford beneficially owns 0.2% of the equity of the Issuer.

J. Christian Fenger, Senior Vice President of Operations — Western Division of CII and the Issuer, beneficially owns 87,100 shares of Class A Common Stock.

Eric A. Freesmeier, Senior Vice President — Administration of CII and the Issuer, beneficially owns 139,433 shares of Class A Common Stock.

Thomas R. Jokerst, Senior Vice President — Advanced Technology Development of CII and the Issuer, beneficially owns 144,333 shares of Class A Common Stock.

Kent D. Kalkwarf, Executive Vice President and Chief Financial Officer of CII and the Issuer, beneficially owns 447,733 shares of Class A Common Stock. Mr. Kalkwarf beneficially owns 0.2% of the equity of the Issuer.

Ralph G. Kelly, Senior Vice President — Treasurer of CII and the Issuer, beneficially owns 151,208 shares of Class A Common Stock.

David L. McCall, Senior Vice President of Operations — Eastern Division of CII and the Issuer, beneficially owns 220,533 shares of Class A Common Stock.

Majid R. Mir, Senior Vice President — Telephony and Advanced Service of CII and the Issuer, beneficially owns 41,250 shares of Class A Common Stock.

John C. Pietri, Senior Vice President — Engineering of CII and the Issuer, beneficially owns 139,333 shares of Class A Common Stock.

Michael E. Riddle, Senior Vice President and Chief Information Officer of CII and the Issuer, beneficially owns 109,000 shares of Class A Common Stock.

Steve A. Schumm, Executive Vice President, Assistant to the President of CII and the Issuer, beneficially owns 520,932 shares of Class A Common Stock. Mr. Schumm beneficially owns 0.2% of the equity of the Issuer.

William J. Shreffler, Senior Vice President of Operations — Central Division of CII and the Issuer, beneficially owns 50,416 shares of Class A Common Stock.

Curtis S. Shaw, Senior Vice President, General Counsel and Secretary of CII and the Issuer, beneficially owns 162,083 shares of Class A Common Stock.

Stephen E. Silva, Executive Vice President — Corporate Development and Technology and Chief Technology Officer of CII and the Issuer, beneficially owns 225,083 shares of Class A Common Stock.

Carl E. Vogel, President and Chief Executive Officer of CII and the Issuer, beneficially owns 900,000 shares of Class A Common Stock. Mr. Vogel beneficially owns 0.3% of the equity of the Issuer.

William D. Savoy, President of Vulcan and director of CII and the Issuer, beneficially owns 1,001,338 shares of Class A Common Stock by reason of his ownership of (a) 50,000 vested options and (b) vested and unvested options that will vest within 60 days of the Reporting Date covering 951,338 shares of Class A Common Stock, granted by Vulcan, as more fully described in Item 6 below. Mr. Savoy beneficially owns 0.3% of the equity of the Issuer.

Joseph D. Franzi, Vice President and Secretary of Vulcan, beneficially owns 5,000 shares of Class A Common Stock.

(b) Mr. Allen has sole voting and dispositive power with respect to the 349,996,034 shares of Class A Common Stock that he beneficially owns. Vulcan is deemed to have shared voting and dispositive power with Mr. Allen over the 116,313,173 shares of Class A Common Stock beneficially owned by Vulcan through its ownership of 106,715,233 Class A Units and 9,597,940 Class C Units of Charter Holdco. CII is deemed to have shared voting and dispositive power with Mr. Allen over the 222,818,858 shares of Class A Common Stock beneficially owned by CII through its ownership of 217,585,246 Class A Units and 5,233,612 Class C Units of Charter Holdco.

To the knowledge of the Reporting Persons, except as otherwise specified herein, each of the persons disclosed in Item 5 has sole dispositive and voting power with respect to the shares of Class A Common Stock actually held by the persons. With respect to the

option granted to Mr. Savoy by Vulcan, until such time as Mr. Savoy exercises his option (at which time, to the knowledge of the Reporting Persons, he will have sole voting and dispositive power of his shares), Mr. Allen retains sole voting and dispositive power, and Vulcan and Mr. Allen may be deemed to share voting and dispositive power with respect to the shares of Class A Common Stock covered by the option.

(c) During the 60 days prior to the Reporting Date:

Mr. Allen, Vulcan and CII acquired beneficial ownership of Class A Common Stock of the Issuer through the exercise by third parties of the put rights under the Bresnan Put Agreements as described in Item 3. The per share Class A Common Stock equivalent price paid by Mr. Allen, Vulcan and CII was $28.3192 as of the exercise date of the puts (plus 4.5% annual interest from the exercise date).

Mr. Kalkwarf purchased 1,400 shares of Class A Common Stock on February 13, 2002 in an open market transaction at a per share price of $10.81.

Mr. McCall purchased 1,500 shares of Class A Common Stock on February 12, 2002 in an open market transaction at a per share price of $11.00.

Mr. Schumm purchased 2,240 shares of Class A Common Stock on February 12, 2002 in an open market transaction at a per share price of $11.30.

(d) Except as otherwise specified herein, Vulcan, CII and Mr. Allen are not aware of any other person who has the right to receive or the power to direct the receipt of dividends from or the proceeds from the sale of any Class A Common Stock beneficially owned by any person named in Item 2.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 is amended and restated in its entirety as follows:

Exchange Agreement With CII, Mr. Allen and Vulcan

Pursuant to an Exchange Agreement (the “Exchange Agreement”), dated as of November 12, 1999, among Vulcan, Mr. Allen, CII and the Issuer, the Issuer granted Mr. Allen, Vulcan, CII and any other affiliate of Mr. Allen that may acquire membership units of Charter Holdco (each an “Allen Entity”) the right to exchange at any time on a one-for-one basis any or all of their Charter Holdco membership units for shares of Class B Common Stock. This exchange may occur directly or, at the election of the exchanging holder, indirectly through a tax-free reorganization such as a share exchange or a statutory merger of any Allen Entity with and into the Issuer or a wholly-owned subsidiary of the Issuer. In the case of an exchange in connection with a tax-free share exchange or a statutory merger, shares of Class A Common Stock held by Mr. Allen or the Allen Entity will also be exchanged for Class B Common Stock, for example, if they were required to purchase shares of Class A Common Stock as a result of the exercise of put rights granted to the

Rifkin, Falcon and Bresnan sellers (see the description of those put agreements, below) in respect of their shares of Class A Common Stock.

The foregoing description of the Exchange Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the Exchange Agreement, a form of which is filed as Exhibit 10.4 hereto and is incorporated in its entirety by reference.

Option Agreement with Mr. Kent

Pursuant to a Nonqualified Membership Interest Option Agreement between Mr. Kent and Charter Holdco dated February 9, 1999, as amended (the "Option Agreement"), Mr. Kent was granted options to purchase 7,044,127 common membership units of Charter Holdco at an exercise price of $20.00 per unit. This Option Agreement was terminated in connection with Mr. Kent's resignation as President, Chief Executive Officer and director of the Issuer effective September 28, 2001.

Option Agreement from Vulcan to Mr. Savoy

On November 19, 1999, Vulcan granted Mr. Savoy an option to purchase 1,621,602 shares of Class A Common Stock (the "Savoy Stock Option Agreement") beneficially owned by Vulcan (by means of Vulcan's ownership of Class A Units of Charter Holdco, which are exchangeable for shares of Class B Common Stock of the Issuer, which are convertible into shares of Class A Common Stock of the Issuer), at an exercise price of $18.24 per share (the initial public offering price of the Issuer's Class A Common Stock, net of underwriters' discount). The option has a term of ten years and vested 20% on November 19, 1999. The remaining 80% will vest 1/60 on the first day of each of the 60 months commencing on December 1, 1999.

The foregoing description of the Savoy Stock Option Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the Savoy Stock Option Agreement, a form of which is filed as Exhibit 10.15 hereto and is incorporated in its entirety by reference.

Option Plans

Pursuant to the 1999 Option Plan of Charter Communications, as amended (the "1999 Option Plan"), certain of the officers and directors of CII were granted options to acquire Charter Holdco membership units which will be automatically exchanged for shares of Class A Common Stock of the Issuer upon exercise. The exchange occurs on a one-for-one basis. No new options will be granted under the 1999 Option Plan.

Pursuant to the 2001 Stock Incentive Plan of Charter Communications, Inc., as amended (the "2001 Stock Incentive Plan"), certain of the officers and directors of CII have been granted, or are eligible to be granted non-qualified stock options, stock appreciation rights, dividend equivalent rights, performance units and performance shares, share awards, phantom stock and or shares of Class A Common Stock of the Issuer.

The foregoing descriptions of the 1999 Option Plan and the 2001 Stock Incentive Plan are not, and do not purport to be, complete and are qualified in their entirety by

reference to the 1999 Option Plan, a copy of which is filed as Exhibit 10.6 and the 2001 Stock Incentive Plan, a copy of which is filed as Exhibit 10.16 hereto, and incorporated in their entirety by reference.

Registration Rights Agreement with CII, Vulcan and Mr. Allen

On November 12, 1999, Mr. Allen, CII, Vulcan, and the other stockholders of CII entered into a Registration Rights Agreement (the "Registration Rights Agreement"), which gives Mr. Allen, Vulcan and CII the right to cause the Issuer to register the shares of Class A Common Stock issued to them upon conversion of any shares of Class B Common Stock that they may hold.

The Registration Rights Agreement provides that Mr. Allen, CII and Vulcan are entitled to unlimited "piggyback" registration rights permitting them to include their shares of Class A Common Stock, subject to specified limitations, in registration statements that the Issuer files from time to time. These holders may also exercise their demand rights, causing the Issuer, subject to specified limitations, to register their Class A Common Stock, provided that the amount of shares subject to each demand has a market value at least equal to $50 million or, if the market value is less than $50 million, all of the shares of Class A Common Stock of the holders participating in the offering are included in such registration.

Holders may elect to have their shares registered pursuant to a shelf registration statement provided that at the time of the election, the Issuer is eligible to file a registration statement on Form S-3 and the amount of shares to be registered has a market value equal to at least $100.0 million on the date of the election.

Mr. Allen also has the right to cause the Issuer to file a shelf registration statement in connection with the resale of shares of Class A Common Stock then held by or issuable to specified persons who have acquired or will acquire Class A Common Stock or membership units of Charter Holdco in exchange for their contribution of interests in Rifkin Acquisition Partners, L.L.L.P., InterLink Communications Partners, LLLP, Falcon Communications, L.P. and Bresnan Communications Company Limited Partnership and who have the right to cause Mr. Allen to purchase the equity interests issued to them as a result of the acquisitions of these entities.

The foregoing description of the Registration Rights Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the Registration Rights Agreement, a form of which is filed as Exhibit 10.7 hereto and is incorporated in its entirety by reference.

Put Agreements with Rifkin, Falcon and Bresnan Sellers

Mr. Allen has entered into agreements with certain sellers who have acquired Class A Common Stock or membership units of Charter Holdco or CC VIII, LLC ("CC VIII") in exchange for their contribution of interests in Rifkin Acquisition Partners, L.L.L.P., InterLink Communications Partners, LLLP, Falcon Communications, L.P. and Bresnan Communications Company Limited Partnership.

(a) Rifkin/InterLink.

On September 14, 1999, Mr. Allen and Charter Holdco entered into agreements (the "Rifkin Preferred Put Agreements") with the following holders of Class A Preferred Membership Units of Charter Holdco, each of whom received the preferred membership units in exchange for their contribution of interests in Rifkin Acquisition Partners, L.L.L.P. and/or InterLink Communications Partners, LLLP to Charter Holdco: Charles R. Morris, III, CRM II Limited Partnership, LLLP and Morris Children Trust. The agreements with these holders permit them to compel Charter Holdco to redeem their Class A Preferred Membership Units at any time before September 14, 2004 at the accreted value of the units. Mr. Allen has guaranteed the redemption obligation of Charter Holdco.

On November 12, 1999, Mr. Allen entered into two sets of agreements with certain recipients of Class A Preferred Membership Units of Charter Holdco, each of whom received Class A Common Stock in exchange for Class A Preferred Membership Units of Charter Holdco (the "Rifkin Exchange") received upon their contribution to Charter Holdco of interests in Rifkin Acquisition Partners, L.L.L.P. and/or InterLink Communications Partners, LLLP.

The first of the two sets of agreements (the "Rifkin Accretion Put Agreements") gave each holder the right to sell to Mr. Allen any or all shares of its Class A Common Stock received in the Rifkin Exchange at $19 per share (subject to adjustments for stock splits, reorganizations and similar events), plus interest at a rate of 4.5% per year, compounded annually. The second of the two sets of agreements (the "Rifkin Registration Support Put Agreements") gave each holder the right to sell to Mr. Allen any or all shares of its Class A Common Stock received in the Rifkin Exchange at the market price if at any time from May 12, 2000 through November 12, 2001 (or earlier under certain circumstances), the shares were not registered under the Securities Act of 1933.

On November 12, 2001 the Rifkin Accretion Put Agreements expired and Mr. Allen entered into a new put agreement (the "New Rifkin Accretion Put Agreement") which gives each holder who was a party to the Rifkin Acrrection Put Agreement the right to sell to Mr. Allen any or all shares of its Class A Common Stock received in the Rifkin Exchange at $19 per share (subject to adjustments for stock splits, reorganizations and similar events), plus interest at a rate of 4.5% per year, compounded annually from November 12, 1999. The New Rifkin Accretion Put Agreement terminates on November 12, 2003, subject to early termination for certain events. On November 12, 2001 the New Rifkin Accretion Put Agreement applied to an aggregate of 3,061,185 shares of Class A Common Stock.

The foregoing description of the put rights granted under the New Rifkin Accretion Put Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the New Rifkin Accretion Put Agreement, a copy of which is filed as Exhibit 10.17 hereto and incorporated in its entirety by reference.

(b) Falcon.

On November 12, 1999, Mr. Allen entered into agreements (the "Falcon Put Agreements") with certain holders of Class A Common Stock of the Issuer, each of whom received Class A Common Stock in exchange for Class D Preferred Membership Units of

Charter Holdco (the “Falcon Exchange”) received upon Falcon Holding Group, L.P.’s contribution to Charter Holdco of its interests in Falcon Communications, L.P.

The Falcon Put Agreements gave each holder the right to sell to Mr. Allen any or all shares of its Class A Common Stock received in the Falcon Exchange at $25.8548 per share, after an adjustment due to the closing of the Bresnan acquisition on February 14, 2000 (subject to adjustments for stock splits, reorganizations and similar events), plus interest at a rate of 4.5% per year, compounded annually.

On November 12, 2001 the Falcon Put Agreements expired and Mr. Allen entered into a new put agreement (the “New Falcon Put Agreement”) which gives each holder who was a party to a Falcon Put Agreement the right to sell to Mr. Allen any or all shares of its Class A Common Stock received in the Falcon Exchange at $25.8548 per share (subject to adjustments for stock splits, reorganizations and similar events), plus interest at a rate of 4.5% per year, compounded annually from November 12, 1999. The New Falcon Put Agreement terminates on November 12, 2003, subject to early termination for certain events. On November 12, 2001 the New Falcon Put Agreement applied to an aggregate of 10,095,069 shares of Class A Common Stock.

The foregoing description of the put rights granted under the New Falcon Put Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the New Falcon Put Agreement, a copy of which is filed as Exhibit 10.18 hereto and incorporated in its entirety by reference.

(c) Bresnan.

On February 14, 2000, Mr. Allen entered into agreements (the “Bresnan Put Agreements”) with certain sellers contributing interests in Bresnan Communications Company, Limited Partnership to Charter Holdco and CC VIII, in exchange for Class C Common Membership Units in Charter Holdco and Class A Preferred Membership Units in CC VIII, respectively (the “Bresnan Exchange”).

The Bresnan Put Agreements give each holder the right to sell to Mr. Allen, any or all of its membership units or its Class A Common Stock received in the Bresnan Exchange at $25.995 per share (subject to adjustments for stock splits, reorganizations and similar events), plus interest at a rate of 4.5% per year, compounded annually. The put right became exercisable on February 14, 2002 and terminates on April 15, 2002. After the exercise of the Bresnan Put Agreements on February 14, 2002 with respect to 14,831,552 Class C Units of Charter Holdco, which transaction is the subject of this amendment, the Bresnan Put Agreements apply to an aggregate of 24,273,943 Class A Preferred Membership Units in CC VIII.

The foregoing description of the put rights granted to under the Bresnan Put Agreements is not, and does not purport to be, complete and is qualified in its entirety by reference to the Form of Bresnan Put Agreement, a copy of which is filed as Exhibit 10.12 hereto and is incorporated in its entirety by reference.

Stockholders’ Agreement

On December 21, 1998, Mr. Allen and the then-other CII stockholders entered into a Stockholders Agreement. Pursuant to the Stockholders Agreement, Mr. Allen has a right of first refusal to purchase any CII common stock that a party to the agreement proposes to sell to a third party (with certain estate planning transfers excepted). As a result of the exercise of the Put Agreements described below, Mr. Allen is the sole stockholder of CII and the Stockholders Agreement has terminated.

Put Agreements with Jerald L. Kent, Barry L. Babcock and Howard L. Wood

On November 12, 1999, Mr. Allen entered into a Put Agreement with each of Jerald L. Kent, Barry L. Babcock and Howard L. Wood (the "Founder Put Agreements"). Each of the Founder Put Agreements gave the holder the right to sell his shares of common stock of CII to Mr. Allen at any time after May 12, 2000, at a price equal to the product of (a) the average trading price of a share of Class A Common Stock of the Issuer over the thirty-day period preceding the exercise of the put option, and (b) a fraction, the numerator of which is the total number of membership units held by CII and the denominator of which is the total number of outstanding shares of CII. The purchase price was subject to adjustment in certain events (for example, if CII owns assets other than its interest in Charter Holdco). Each of Mr. Kent, Mr. Babcock and Mr. Wood have exercised their rights under the Founder Put Agreements with respect to all of their shares of CII common stock.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibits

10.4	Form of Exchange Agreement, dated as of November 12, 1999 by and among Charter Investment, Inc., Charter Communications, Inc., Vulcan Cable III Inc. and Paul G. Allen (incorporated by reference to Exhibit 10.13 to Amendment No. 3 to the registration statement on Form S-1 of Charter Communications, Inc. filed on October 18, 1999 (File No. 333-83887)).
10.6(a)	Charter Communications Holdings, LLC 1999 Option Plan (Incorporated by reference to Exhibit 10.4 to Amendment No. 4 to the registration statement on Form S-4 of Charter Communications Holdings, LLC and Charter Communications Holdings Capital Corporation filed on July 22, 1999 (File No. 333-77499)).
10.6(b)	Assumption Agreement regarding Option Plan, dated as of May 25, 1999, by and between Charter Communications Holdings, LLC and Charter Communications Holding Company, LLC (Incorporated by reference to Exhibit 10.13 to Amendment No. 6 to the registration statement on Form S-4 of Charter Communications Holdings, LLC and Charter Communications Holdings Capital Corporation filed on August 27, 1999 (File No. 333-77499)).
10.6(c)	Form of Amendment No. 1 to the Charter Communications Holdings, LLC 1999 Option Plan (Incorporated by reference to Exhibit 10.10(c) to Amendment No. 4 to the registration statement on Form S-1 of Charter Communications, Inc. filed on November 1, 1999 (File No. 333-83887)).

Exhibits

10.6(d)	Amendment No. 2 to the Charter Communications Holdings, LLC 1999 Option Plan (Incorporated by reference to Exhibit 10.4(c) to the annual report on Form 10-K filed by Charter Communications, Inc. on March 30, 2000 (File No. 333-83887)).
10.6(e)*	Amendment No. 3 to the Charter Communications 1999 Option Plan.
10.7	Form of Registration Rights Agreement, dated as of November 12, 1999, by and among Charter Communications, Inc., Charter Investment, Inc., Vulcan Cable III Inc., Mr. Paul G. Allen, Mr. Jerald L. Kent, Mr. Howard L. Wood and Mr. Barry L. Babcock (incorporated by reference to Exhibit 10.14 to Amendment No. 3 to the registration statement on Form S-1 of Charter Communications, Inc. filed on October 18, 1999 (File No. 333-83887)).
10.12	Form of Bresnan Put Agreement, dated February 14, 2000, between Paul G. Allen and the holders thereto (incorporated by reference to the Form of Bresnan Put Agreement, a copy of which is filed as Exhibit 2.11 to Amendment No. 2 to the registration statement on form S-1 of the Issuer filed on September 28, 1999 (File No. 333-83887)).
10.15*	Form of Savoy Stock Option Agreement, dated November 8, 1999, between Vulcan Cable III, Paul G. Allen and William D. Savoy.
10.16(a)	Charter Communications, Inc. 2001 Stock Incentive Plan (Incorporated by reference to Exhibit 10.25 to the quarterly report on Form 10-Q filed by Charter Communications, Inc. on May 15, 2001 (File No. 000-27927)).
10.16(b)	Amendment to the Charter Communications, Inc. 2001 Stock Incentive Plan (Incorporated by reference to Exhibit 10.10 to the quarterly report on Form 10-Q filed by Charter Communications, Inc. on November 14, 2001 (File No. 000-27927).
10.16(c)*	Amendment to the Charter Communications, Inc. 2001 Stock Incentive Plan effective 1/02/02.
10.17*	Accretion Put Agreement, dated as of November 12, 2001, between Paul G. Allen and each of Chatham Investments, LLLP (Kevin B. Allen), Jeffrey D. Bennis, Stephen E. Hattrup, CRM I Limited Partnership LLLP, CRM II Limited Partnership, LLLP, Lucille Maun, Peter N. Smith, Monroe M. Rifkin, Bruce A. Rifkin, Stuart G. Rifkin, Ruth Rifkin Bennis, Rifkin Family Investment Company, L.L.L.P., Rifkin & Associates, Inc., and Rifkin Children's Trust III.
10.18*	Put Agreement, dated as of November 12, 2001, between Paul G. Allen and each of Falcon Holding Group, Inc., Falcon Cable Trust, Nathanson Family Trust, Blackhawk Holding Company, Inc., Advance Company, Ltd., Advance TV of California, Inc., and Greg Nathanson.

* Filed herewith

SIGNATURES

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

Dated: March 8, 2002

VULCAN CABLE III INC.

By: /s/

Name: William D. Savoy
Title: President

Dated: March 8, 2002

/s/

Paul G. Allen by William D. Savoy as Attorney-in-Fact for Paul G. Allen pursuant to a Power of Attorney filed with Paul G. Allen's Schedule 13G for Pathogenesis, Inc. on August 30, 1999 and incorporated by reference herein.

Dated: March 8, 2002

CHARTER INVESTMENT, INC.

By: /s/

Name: Marcy Lifton
Title: Vice President

Exhibit Index

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* Filed herewith

EXHIBIT 10.6(e)

AMENDMENT NO. 3 TO THE CHARTER COMMUNICATIONS OPTION PLAN (1999 Plan)

This Amendment to the Charter Communications Option Plan, as amended through the date hereof (the "Plan"), is effective as of January 1, 2002.

1. Section 6.5 of the Plan is hereby amended by adding the following words after the end of the penultimate sentence:

> Unless the Committee provides otherwise in the Option Agreement, the Option will vest only while the Optionee is an Employee or Consultant. Notwithstanding the foregoing, the vesting of any Option shall continue during the period the Optionee is receiving severance payments provided Optionee enters into a release in the form acceptable to the Company.

2. Section 6.7(b) of the Plan is amended by adding the following words after the end of the penultimate sentence:

> or service as a Consultant, if later; provided however, that exercisability shall continue with respect to an Optionee who is receiving severance payment until sixty (60) days after severance payments cease, provided Optionee enters into a release in the form acceptable to the Company.

The terms of the Plan shall remain in full force and effect without modification or amendment except as expressly set forth herein.

(Charter)
STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (the "OPTION AGREEMENT") is made and entered into as of November 8, 1999, by and between Vulcan Cable III, a Delaware limited liability company (the "COMPANY"), Paul G. Allen ("ALLEN") and William D. Savoy ("OPTIONEE"), with reference to the following facts:

A. Optionee renders services as an executive to the Company.

B. The Company has the right to acquire "Shares" (as such term is defined below) of "Charter" (as such term is defined below).

C. The Company desires to retain the services of Optionee and to give him additional incentive to promote the success of the business of the Company.

D. The Company therefore desires to give Optionee the option to acquire certain Shares from the Company on the terms and conditions set forth in this Option Agreement.

NOW, THEREFORE, the Company and Optionee hereby agree as follows:

1. DEFINITIONS.

Wherever the following words and phrases are used in this Option Agreement with the first letter capitalized, they shall have the meanings specified below:

"ALLEN AFFILIATE" shall mean any corporation, partnership, limited liability company or other entity which Allen effectively controls, directly or indirectly, by ownership of voting stock or general partner interests.

"CAUSE" shall mean (i) conviction of a felony offense, (ii) the refusal to comply with the lawful directives of Allen, within ten (10) business days after written notice thereof from Allen, or (iii) conduct on the part of Optionee which constitutes gross negligence or willful misconduct which conduct is not cured within ten (10) business days after written notice thereof from Allen.

"CHANGE OF CONTROL" means a sale of more than 49.9% of the outstanding capital stock of Charter or the membership interests of either Charter Holdco (as such term is defined below) or the Company, except where Allen or Allen Affiliates retain effective voting control of Charter, Charter Holdco and the Company, the merger or consolidation of Charter, Charter Holdco or the Company with or into any other corporation or entity, other than a wholly-owned subsidiary of Charter or the Company, except where Allen or Allen Affiliates have effective voting control of the surviving entity, or any other transaction, or event, a result of which is that Allen or Allen Affiliates hold less than 50.1% of the voting power of the surviving entity, except where Allen or Allen Affiliates retain effective voting control of Charter, Charter Holdco and the Company, or a sale of all or substantially all of the assets of Charter, Charter Holdco or the Company (other than to an entity majority-owned or controlled by Allen or Allen Affiliates).

"CHARTER" shall mean Charter Communications, Inc., a Delaware corporation.

"CHARTER HOLDCO" shall mean Charter Communications Holding Company LLC, a Delaware limited liability company.

"CONTINUOUS STATUS AS AN EMPLOYEE OR CONSULTANT" shall mean that the employment or consulting relationship, or service as a director, of Optionee is not terminated by the Company, Charter, and all Allen Affiliates, or by Optionee. Continuous Status as an Employee or Consultant will not be considered terminated in the case of: (i) any leave of absence approved by Allen, including sick leave, military leave, or any other personal leave, (ii) change of status of Optionee from an employee to a consultant or non-employee director, or vice versa, or (iii) transfers between the Company, Charter, or any Allen Affiliate.

"DISABILITY" shall mean the inability of a person to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result on death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

"FAIR MARKET VALUE" means, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on any established stock exchange or a national market system, including without limitation, the National Market System of the National Association of Securities Dealers, Inc. Automated Quotation ("NASDAQ") System, the Fair Market Value of a Share will be the average of the closing sales price for such Shares (or the closing bid, if no sales are reported) as quoted on that system or exchange (or the exchange with the greatest volume of trading in Shares) on the last ten (10) market trading days prior to the day of determination, as reported in the Wall Street Journal or any other source the Company considers reliable.

(b) If the Shares are quoted on the NASDAQ System (but not on the NASDAQ National Market System) or are regularly quoted by recognized securities dealers but selling prices are not reported, the Fair Market Value of a Share will be the average of the means between the high bid and low asked prices for the Common Stock on the last ten (10) market trading days prior to the day of determination, as reported in the Wall Street journal or any other source the Company considers reliable.

(c) In the absence of any established market for the Shares, the Fair Market Value will be determined in good faith by the Company with reference to the earnings history, book value and prospects of Charter in light of market conditions generally, and any other factors the Company considers appropriate.

"OPTION" shall mean the option to purchase Shares granted by this Option Agreement.

"SHARES" shall mean Class A shares of the common stock of Charter.

2. GRANT OF OPTION.

The Company hereby grants to Optionee the Option to purchase 1,621,602 Shares (subject to adjustment as provided in Section 9 hereof) on the terms and conditions set forth in this Option Agreement.

3. EXERCISE PRICE.

The exercise price is $18.24 for each Share, subject to adjustment as provided in Section 9 hereof).

4. VESTING AND EXERCISABILITY.

This Option shall vest and become exercisable during its term as follows:

4.1 VESTING.

4.1.1 This Option shall vest cumulatively, during Optionee's Continuous Status as an Employee or Consultant, as follows:

4.1.1.1 Twenty Percent (20%) on November 8, 1999.

4.1.1.2 One and One-Third Percent (1.333%) on the eighth day of each of the 60 months starting December 8, 1999.

4.1.2 Except as provided in Section 4.1.3, in the event of Optionee's termination of Continuous Status as an Employee or Consultant for any reason, with or without Cause, including as a result of death or disability, this Option shall cease vesting and shall be canceled to the extent of the number of Shares as to which this Option has not vested as of the date of termination.

4.1.3 Notwithstanding the other provisions of this Section 4, this Option shall become immediately vested and exercisable in full upon the happening of any of the following events:

4.1.3.1 the death or Disability of Allen;

4.1.3.2 the occurrence of a Change of Control;

4.1.3.3 the termination of the Continuous Status of Optionee as an Employee or Consultant by the Company without Cause; or

4.2 RIGHT TO EXERCISE.

4.2.1 Subject to Sections 4.2.2, 4.2.3, 4.2.4, or 4.2.5 below, this Option shall be exercisable immediately, in whole or in part, to the extent this Option has vested prior to exercise as provided in Section 4.1. If exercised in part, the balance of this Option shall be exercisable at any time thereafter, subject to the vesting requirements of Section 4.1.

4.2.2 This Option may not be exercised for a fraction of a Share.

4.2.3 In the event of the termination of Optionee's Continuous Status as an Employee or Consultant, the exercisability of this Option is governed by this Section 4.2 and Section 7 below.

4.2.4 In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in Section 10 below.

4.3 METHOD OF EXERCISE. This Option shall be exercisable by written notice in the form attached hereto as EXHIBIT A which shall state the election to exercise this Option, the number of Shares in respect of which this Option is being exercised, and such other representations and agreements as to Optionee's investment intent with respect to such Shares as may be required by the Company. Such written notice shall be signed by Optionee (or by Optionee's beneficiary or other person entitled to exercise this Option in the event of Optionee's death or as a transferee of Optionee under Section 8) and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice shall be accompanied by payment of the exercise price as provided in Section 6. This Option shall be deemed exercised upon receipt by the Company of such written notice accompanied by the exercise price.

5. FREELY TRADEABLE SHARES TO BE ISSUED.

It is contemplated that the Shares to be delivered to Optionee will, upon transfer by the Company to the name of Optionee, be freely tradeable without restriction under the Securities Act of 1933, as amended, other than restrictions imposed under Rule 144 thereunder (or its then equivalent) to the extent that Optionee may be deemed to be an affiliate of Charter. If for any reason the Company is unable to deliver such freely tradeable shares to Optionee promptly upon exercise of this option, the Company shall pay to Optionee upon such exercise an amount in cash equal to the excess of the Fair Market Value of the Shares covered by the exercised option (determined without regard to lack of registration or other similar restrictions which might adversely affect such value) on the date of exercise over the exercise price for such Shares.

6. METHOD OF PAYMENT.

Payment of the exercise price shall be in full at the time of exercise at the election of Optionee (i) in cash or by check payable to the order of the Company, (ii) by delivery of Shares already owned by, and in the possession of, Optionee, having a Fair Market Value equal to the exercise price, (iii) by the withholding by the Company from the Shares as to which the Option is exercised of that number of Shares having a Fair Market Value equal to the exercise price (i.e., a "cashless exercise"), in any case complying with all applicable laws (including, without limitation, state and federal margin requirements), or any combination thereof. Shares used to satisfy the exercise price of this Option shall be valued at their Fair Market Value determined on the date of exercise.

7. TERMINATION OF CONTINUOUS STATUS AS AN EMPLOYEE OR CONSULTANT.

In the event of termination of Optionee's Continuous Status as an Employee or Consultant, this Option shall continue to remain outstanding as to vested Options (including Options that become vested under Section 4.3) and shall be canceled as to unvested options

as provided in Sections 4.1 and 4.2. In the event this Option is partially or wholly vested on the date of termination of Optionee's Continuous Status as an Employee or Consultant, the following provisions shall apply:

7.1 TERMINATION OF EMPLOYMENT OR CONSULTING RELATIONSHIP. If Optionee holds an exercisable portion of this Option on the date his Continuous Status as an Employee or Consultant terminates (other than as provided in Section 7.2), Optionee may exercise such portion of this Option until the earlier of (i) its expiration as set forth in Section 10, and (ii) 90 days after the date of such termination. If Optionee is not entitled to exercise the entire Option at the date of such termination, the unexercisable portion of the Option will automatically be canceled. If Optionee does not exercise the Option within the time specified above after termination, the Option will expire.

7.2 DEATH OR DISABILITY OF OPTIONEE. If Optionee holds an exercisable portion of this Option on the date his death or Disability, Optionee's estate or beneficiary or a person who acquired the right to exercise the Option by bequest or inheritance in the event of Optionee's death, or Optionee or Optionee's representative in the event of Optionee's Disability, may exercise such portion of this Option until the earlier of (i) its expiration as set forth in Section 10, and (ii) one year after the date of death or Disability. If Optionee is not entitled to exercise his entire Option at the date of death or Disability, the unexercisable portion of the Option shall be automatically canceled. If Optionee, Optionee's representative, Optionee's estate, beneficiary, or a person who acquired the right to exercise the Option by bequest or inheritance does not exercise the Option within the time specified above after death or Disability, the Option will expire.

8. NON-TRANSFERABILITY OF OPTION.

8.1 NON-TRANSFERABILITY. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution or to a beneficiary designated under this Section 8, and may be exercised during the lifetime of Optionee only by Optionee. Notwithstanding the foregoing, this Option may be assigned, in connection with Optionee's estate plan, in whole or in part, during Optionee's lifetime to one or more members of the Optionee's immediate family or to a trust established exclusively for one or more of such immediate family members. Rights under the assigned portion may be exercised by the person or persons who acquire a proprietary interest in this Option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for this Option immediately before such assignment and shall be set forth in such documents issued to the assignee as the Company deems appropriate. For purposes of this Section 8, the term "immediate family" means an individual's spouse, children, stepchildren, grandchildren and parents.

8.2 DESIGNATION OF BENEFICIARY. Optionee may file a written designation of a beneficiary who is to receive any portion of this Option that remains unexercised in the event of the Optionee's death. If Optionee is married and the designated beneficiary is not the spouse, spousal consent will be required for the designation to be effective. Optionee may change such designation of beneficiary at any time by written notice to the Company, subject to the above spousal consent requirement.

8.3 EFFECT OF NO DESIGNATION. If Optionee dies and there is no beneficiary, validly designated under Section 8.2 and living at the time of the Optionee's death, the Company will deliver this Option to the executor or administrator of Optionee's estate, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver this Option to the spouse or to any one or more dependents or relatives of the Optionee, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

8.4 DEATH OF SPOUSE OR DISSOLUTION OF MARRIAGE. If Optionee designates his spouse as beneficiary under Section 8.2, that designation will be deemed automatically revoked if Optionee's marriage is later dissolved. Similarly, any designation of a beneficiary under Section 8.2 will be deemed automatically revoked upon the death of the beneficiary if the beneficiary predeceases Optionee. Without limiting the generality of the preceding sentence, the interest in this Option of a spouse who has predeceased Optionee or whose marriage has been dissolved will automatically pass to Optionee, and will not be transferable by such spouse in any manner, including but not limited to such spouse's will, nor will any such interest pass under the laws of intestate succession.

9. ADJUSTMENT FOR REORGANIZATIONS, STOCK SPLITS, ETC.

If the outstanding Shares are increased, decreased, changed into, or exchanged for a different number or kind of shares or securities of Charter or a successor entity, or for other property (including, without limitation, cash) through reorganization, recapitalization, merger, reclassification, stock dividend, stock split or reverse stock split, spin off, or other similar transaction, an appropriate and proportionate adjustment shall be made in the maximum number and kind of membership interests, shares, or other securities covered by this Option. Any such adjustment in this Option will be made without change in the aggregate purchase price under this Option but with a corresponding adjustment in the price for each unit or share or any security covered by this Option. Such adjustment will be made by the Company, whose determination in that respect will be final, binding, and conclusive.

10. TERM OF OPTION.

This Option may not be exercised more than ten (10) years from the date of grant of this Option, and may be exercised during such term only in accordance with the terms of this Option.

11. WITHHOLDING OF TAXES.

The Company shall have the right to take whatever steps the Company deems necessary or appropriate to comply with all applicable federal, state, local, and employment tax withholding requirements, and the Company's obligations to deliver Shares upon the exercise of this Option shall be conditioned upon compliance with all such withholding tax requirements. Without limiting the generality of the foregoing, the Company shall have the right to withhold taxes from any other compensation or other amounts which it may owe to Optionee, or to require Optionee to pay to the Company, the amount of any taxes which the Company may be required to withhold with respect to such Shares. Without limiting the generality of the foregoing, the Company in its discretion may authorize Optionee to satisfy

all or part of any withholding tax liability by (a) having the Company withhold from the Shares which would otherwise be issued on the exercise of this Option that number of Shares having a fair market value as of the date the withholding tax liability arises equal to or less than the amount of the withholding tax liability, or (b) delivering to the Company previously-owned and unencumbered shares of the Common Stock of the Company having a Fair Market Value as of the date the withholding tax liability arises equal to or less than the amount of the withholding tax liability.

12. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF DELAWARE OR ANY OTHER JURISDICTION.

13. NOTICES.

Any notice required or permitted under this Agreement shall be given in writing by express courier or by postage prepaid, United States registered or certified mail, return receipt requested, to the address set forth below or to such other address for a party as that party may designate by ten (10) days advance written notice to the other parties. Notice shall be effective upon the earlier of receipt or three (3) days after the mailing of such notice.

If to the Company: Vulcan Cable III
505 Union Station
505 Fifth Avenue South, Suite 900
Seattle WA 98104-3891
Attn: Secretary

If to Allen: Paul G. Allen
c/o Vulcan Cable III
505 Union Station
505 Fifth Avenue South, Suite 900
Seattle WA 98104-3891

If to Optionee: William D. Savoy
3313 Evergreen Point Road
Medina, WA 98039

14. PARTIAL INVALIDITY.

If any provision of this Agreement shall be held illegal or invalid, the illegality or invalidity shall not affect the remaining parts of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

15. TAGALONG RIGHTS.

Should Allen or Allen Affiliates propose to sell or enter into an agreement to sell, in a single or related series of transactions (other than in unsolicited broker's transactions), in excess of more than 49.9 percent of his or their interest in Charter Holdco or in Charter, then he or they shall give notice of such proposed sale (or contract to sell) to Optionee at least ten (10) business days prior to the date of sale or contracting to sell and shall ensure that Optionee may participate in such sale on a proportional basis and on the same economic terms with Allen and such Allen Affiliates relative to all Shares owned by Optionee, including all Shares which Optionee may acquire upon exercise of this Option.

16. GUARANTEE.

Allen hereby guarantees the timely performance of all of the Company's obligations hereunder.

VULCAN CABLE III
a Delaware limited liability company

By:

----------	----------
Paul G. Allen	Paul G. Allen, an individual

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO SECTION 4 HEREOF IS EARNED ONLY BY CONTINUOUS STATUS AS AN EMPLOYEE OR CONSULTANT AT THE WILL OF THE COMPANY AND ITS SHAREHOLDERS (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE OF THE COMPANY FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL. NOTHING IN THIS AGREEMENT OR THE PLAN SHALL LIMIT IN ANY MANNER WHATSOEVER THE RIGHT OR POWER OF THE COMPANY OR ITS SHAREHOLDERS TO TERMINATE OPTIONEE'S RELATIONSHIP WITH THE COMPANY WITH OR WITHOUT CAUSE.

Optionee

EXHIBIT A
NOTICE OF EXERCISE OF STOCK OPTION

Vulcan Cable III
505 Union Station
505 Fifth Avenue South, Suite 900
Washington WA 98104-3891
Attn: Secretary

Ladies and Gentlemen:

The undersigned hereby elects to exercise the option indicated below with respect to the number of Shares of Class A Common Stock of Charter Communications, Inc. which Vulcan Cable III (the "Company") has the right to acquire upon exchange of its membership interests in Charter Communications Holding Company LLC, as set forth below:

Option Grant Date: _____
Number of Shares Being Exercised: _____ Shares
Exercise Price Per Share: $18.24
Total Exercise Price: $_____

Method of Payment:

[ ] Cash or Check

[ ] Other Method Permitted Under Section 6 of Option Agreement: _____
(Description)

Enclosed herewith is payment in full of the total exercise price and a copy of the Option Agreement.

My exact name, current address and social security number for purposes of the stock certificates to be issued and the shareholder list of the Company are:

Name: William D. Savoy
Address: Vulcan Ventures Inc.
3313 Evergreen Point Road
Medina, WA 98039

Social Security Number:_____

Sincerely,

Dated:

William D. Savoy

AMENDMENT TO THE
CHARTER COMMUNICATIONS, INC. 2001 STOCK INCENTIVE PLAN

This Amendment to the Charter Communications, Inc. 2001 Stock Incentive Plan, as amended through the date hereof (the "Plan"), is effective as of January 1, 2002.

1. Section 5.3 of the Plan is hereby amended by adding the following words to the end of the penultimate sentence:

> and, provided further, that termination for this purpose is the later of (x) with respect to an Optionee who upon termination of employment as an employee remains an Eligible Individual shall occur only when the Optionee is no longer an Eligible Individual and (y) or with respect to Optionee who is receiving severance payment shall occur when such payments cease, provided Optionee enters into a release in the form acceptable to the Company.

2. Section 5.4 of the Plan is amended in its entirety to read as follows:

> 5.4 Vesting. Subject to Section 6.4, each Option shall entitle the Eligible Individual to purchase, in whole at any time or in part from time to time, 25% of the total number of Shares covered by the Option as of the first anniversary of the date of grant and an additional 25% of the total number of Shares covered by the Option after the expiration of each of the second, third and fourth anniversaries of the date of grant while the Optionee is an Eligible Individual; provided however, that Options (i) may vest in such other installments (which need not be equal) and at such times as may be designated by the Committee in its discretion and set forth in the Agreement, and (ii) unless the Committee provides otherwise in the Agreement, shall continue to vest only while the Optionee is an Eligible Individual. Notwithstanding the foregoing, the vesting of any Option shall continue during the period the Optionee is receiving severance payments provided Optionee enters into a release in the form acceptable to the Company. The Committee may, in its discretion, permit the continued vesting or accelerate the vesting of any Option or portion thereof at any time.

3. Section 6.1 is amended by replacing the first sentence thereof with the following:

> Notwithstanding any other provision contained in this Plan, in the event of a Change in Control, any unvested Options issued under this Plan to an Optionee who is an employee of the Company or a Subsidiary or Affiliate of the Company shall vest and become fully exercisable, subject to the provisions of Section 12.2, upon (i) the termination by the Company, Subsidiary, or Affiliate of the Optionee's employment other than for Cause or (ii) the termination of the Optionee's employment for Good Reason, during the 12-month period following the Change in Control.

The terms of the Plan shall remain in full force and effect without modification or amendment except as expressly set forth herein.

ACCRETION PUT AGREEMENT

This Accretion Put Agreement ("Agreement") is made as of the 12th day of November, 2001, by and between Paul G. Allen, an individual ("Allen"), and Chatham Investments, LLLP (Kevin B. Allen), Jeffrey D. Bennis, Stephen E. Hattrup, CRM I Limited Partnership LLLP, CRM II Limited Partnership, LLLP, Lucille Maun, Peter N. Smith, Monroe M. Rifkin, Bruce A. Rifkin, Stuart G. Rifkin, Ruth Rifkin Bennis, Rifkin Family Investment Company, L.L.L.P., Rifkin & Associates, Inc., and Rifkin Children's Trust III (the "Holders"), with reference to the following facts:

A. The Holders (or their predecessors in interest) were party to (1) that certain Purchase and Sale Agreement by and among Charter Communications Operating, LLC ("CCO") (as assignee), the persons or entities listed on the signature pages thereto as "Sellers," and Rifkin Acquisition Partners, L.L.L.P. ("RAP"), dated April 26, 1999 (the "RAP Agreement"), and (2) that certain Purchase and Sale Agreement by and among CCO (as assignee) the persons or entities listed on the signature pages thereto as "Sellers," and InterLink Communications Partners, LLLP ("InterLink"), dated April 26, 1999 (the "InterLink Agreement" and, together with the RAP Agreement, the "Purchase Agreements"), pursuant to which CCO and certain of its affiliates acquired all of the outstanding equity of RAP and InterLink, respectively.

B. Allen was the indirect controlling owner of CCO and derived benefit from the transactions contemplated by the Purchase Agreements.

C. The Holders (or their predecessors in interest) are former owners of interests in RAP and/or InterLink and, in connection with the transaction by which CCO acquired RAP and InterLink, and pursuant to the Contribution Agreement (as defined below), the Holders (or their predecessors in interest) were issued preferred membership units of Charter Communications Holding Company, LLC ("Charter LLC").

D. In connection with the initial public offering of Charter Communications, Inc. ("CCI"), the Holders (or their predecessors in interest) exchanged some or all of their preferred membership units in Charter LLC for CCI Stock (as defined below),

E. The parties desire to enter into this Put Agreement pursuant to which Allen has given the Holders certain rights with respect to the CCI Stock.

NOW, THEREFORE, in consideration of the respective covenants and agreements of the parties and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

"Closing Price" means, with respect to a share of CCI common stock, (i) the last reported sales price, regular way, as reported on the principal national securities exchange on which shares of CCI common stock are listed or admitted for trading or (ii) if shares of CCI common

stock are not listed or admitted for trading on any national securities exchange, the last reported sales price, regular way, as reported on the Nasdaq National Market or, in the absence of any last reported sales price, the average of the highest bid and lowest asked prices as reported on the Nasdaq Stock Market.

"CCI Stock" means all shares of Class A Common Stock of CCI issued to the Holders (or their predecessors in interest) in exchange for preferred membership units of Charter LLC, and all other securities that constitute "CCI Stock" in accordance with Section 5 of this Agreement.

"Contribution Agreement" means the Contribution Agreement dated as of September 14, 1999, by and among CCO, Charter Communications Holding Company, LLC, the Investors, CCI and Allen, as amended by the First Amendment to Contribution dated as of November 12, 1999.

"Minimum Amount" means, with respect to each Holder, the lesser of (i) CCI Stock for which the Purchase Price under this Agreement is at least $1,000,000, or (ii) all CCI Stock that is subject to such Holder's Put Option under this Agreement (provided that such amount shall be reduced to 50% of the CCI Stock that is subject to such Holder's Put Option under this Agreement for the period February 12, 2001 through May 12, 2001).

2. Put Option. Allen hereby grants to each Holder the right and option (the "Put Option"), exercisable from and after February 12, 2001, through and including the date of termination of the Put Option under Section 7 by written notice delivered to Allen, to sell and to permit any of such Holder's Permitted Transferees to sell to Allen or his designee, from time to time, on one or more occasions, all or any portion of the CCI Stock held by such Holder and its Permitted Transferees that represents at least the Minimum Amount; provided, however, that each Holder and its Permitted Transferees shall not be entitled to exercise it's put option hereunder with respect to more than 50% of the CCI Stock owned by such Holder on the date hereof prior to May 12, 2001. Upon the giving of such notice, Allen shall be obligated to buy or to cause his designee to buy and, subject to Section 5.3, the exercising Holder and the Permitted Transferees identified in the exercising Holder's notice pursuant to this Section 2 shall be obligated to sell, the amount of the CCI Stock held by such Holder and its Permitted Transferees that is specified in such Holder's notice pursuant to this Section 2, at the price and upon the terms and conditions specified in Section 3. Notwithstanding the foregoing, if Allen delivers a notice pursuant to Section 5.3(i) hereof at a time when the Put Option is not exercisable with respect to any shares of CCI Stock, the Put Option shall be immediately exercisable as to those shares, provided such exercisability shall be conditioned upon the consummation of the Business Combination described in Allen's notice.

3. Purchase Price; Closing.

3.1 The purchase price to be paid upon any exercise of the Put Option (the "Purchase Price") shall equal $19.00 per share (calculated in accordance with Section 5, if applicable), plus interest thereon at a rate of four and one-half percent (4.5%) per year, compounded annually, for the period from November 12, 1999 through the closing of the purchase and sale of the CCI Stock hereunder (the "Closing").

3.2 At each Closing, (a) Allen or his designee shall pay to the exercising Holder (for itself and on behalf of its Permitted Transferees, if applicable) the Purchase Price in immediately available funds by wire transfer (if wire transfer instructions were provided in the notice of exercise) or certified bank check; and (b) the exercising Holder shall deliver or cause to be delivered to Allen or his designee one or more certificates evidencing the CCI Stock to be purchased and sold at such Closing, together with duly executed assignments separate from the certificate in form and substance reasonably acceptable to Allen to effectuate the transfer of such CCI Stock to Allen or his designee, together with a certificate of such Holder and its Permitted Transferee, if applicable, reaffirming the representations in Section 4.

3.3 Each Closing shall be held at the offices of Irell & Manella in Los Angeles, California, on (or before if Allen so determines) the thirtieth day after the exercising Holder delivers the written notice described above (or, if such day is not a business day, on the next business day thereafter), or at such other time and place as the exercising Holder and Allen may agree. The exercising Holder and Allen will cooperate so as to permit all documents required to be delivered at the Closing to be delivered by mail, delivery service or courier without requiring either party or his or its representatives to be physically present at the Closing.

4. Representations of the Holders. Each Holder represents and warrants to Allen and any of his designees or assignees that on the date hereof and at each Closing: (a) such Holder has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby; (b) this Agreement is the legal, valid and binding obligation of such Holder, enforceable against such Holder in accordance with its terms; (c) at each Closing, such Holder or one of its Permitted Transferees will own all of the CCI Stock required to be purchased and sold at such Closing, both of record and beneficially, free and clear of all liens, encumbrances or adverse interests of any kind or nature whatsoever (including any restriction on the right to vote, sell or otherwise dispose of the CCI Stock), other than those arising under applicable law and those arising under the organizational documents of CCI; (d) upon the transfer of the CCI Stock pursuant to Section 3, Allen or his designee will receive good title to the CCI Stock, free and clear of all liens, encumbrances and adverse interests created by the exercising Holder, any Permitted Transferee, or any of their respective predecessors-in-interest, other than those arising under applicable law or those arising under the organizational documents of CCI.

5. Adjustment for Exchange, Reorganizations, Stock Splits, etc.

5.1 If the number of shares of CCI Stock is increased, decreased, changed into, or exchanged for a different number or kind of shares or securities of CCI through reorganization, recapitalization, reclassification, stock dividend, stock split or reverse stock split, or other similar transaction, an appropriate adjustment shall be made with respect to number and kind of shares or securities subject to the Put Option, without change in the total price applicable to the unexercised portion of the Put Option but with a corresponding adjustment in the price per unit of any security covered by the Put Option. Any shares or securities that become subject to the Put Option pursuant to this Section 5.1 shall constitute "CCI Stock" for purposes of this Agreement.

5.2 Upon a reorganization, merger or consolidation of CCI with one or more other corporations or entities (any of the foregoing, a "Business Combination") pursuant to which the outstanding CCI Stock is converted into or exchanged for any other security ("Replacement Securities"), the Put Option shall cease to be exercisable with respect to the securities that previously constituted "CCI Stock" and shall instead be automatically converted into an option to sell such number of shares or units of Replacement Securities issued in exchange for the CCI Stock pursuant to such Business Combination at a price per share or unit of Replacement Securities equal to the aggregate Purchase Price for all CCI Stock immediately prior to such effectiveness divided by the number of shares or units of Replacement Securities subject to the Put Option immediately following such effectiveness. Any Replacement Securities that become subject to the Put Option pursuant to this Section 5.2 shall constitute "CCI Stock" for purposes of this Agreement.

5.3 In the event of any proposed Business Combination pursuant to which the outstanding CCI Stock will be converted into a right to receive consideration other than securities of CCI or Replacement Securities, (i) Allen will provide notice thereof to the Holders at least ten (10) days prior to consummation of such Business Combination and (ii) the Put Option will expire two days prior to such consummation except with respect to any CCI Stock that is specified in a notice delivered by any Holder pursuant to Section 2 prior to such date. If any Holder delivers a notice pursuant to Section 2 after its receipt of a notice from Allen pursuant to this Section 5.3, the purchase and sale of any of the CCI Stock specified in such Holder's notice may be conditioned at such Holder's option on the consummation of the Business Combination described in Allen's notice pursuant to this Section 5.3.

6. Representations of Allen. Allen represents and warrants to each Holder and each Permitted Transferee that on the date hereof and at all times hereafter through the Closing: (a) Allen has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby; (b) this Agreement constitutes the legal, valid and binding obligation of Allen, enforceable against Allen in accordance with its terms; (c) his execution and delivery of this Agreement does not, and his performance of his obligations under this Agreement will not, violate, conflict with or constitute a breach of, or a default under, any material agreement, indenture or instrument to which he is a party or which is binding on him, and will not result in the creation of any lien on, or security interest in, any of his assets (other than such violations, breaches, defaults, liens or security interests that would not materially and adversely affect his ability to perform his obligations under this Agreement); and (d) his Net Worth is and will be greater than $4 billion. At the request of R&A Management, LLC, a Colorado limited liability company ("R&A"), made (on behalf of all Holders) no more frequently than once every 180 days, Allen will within 10 days of such request deliver to R&A a certificate signed by him or his attorney-in-fact as to the representation and warranty in clause (d) being true and correct at such time. "Net Worth" means the excess of the fair market value of Allen's assets over the aggregate amount of Allen's liabilities.

7. Termination of Put Option.

7.1 The Put Option shall terminate on the earliest of the following dates, except with respect to any CCI Stock that is specified in a notice delivered by any Holder pursuant to Section 2 prior to such earliest date:

(a) the second anniversary of the date of this Agreement;

(b) the date specified in Section 5.3; and

(c) the first date on which the Closing Price of CCI common stock has exceeded $23.00 per share for any 60 trading days during the preceding 67 consecutive trading days; provided that no such 67 day period shall commence prior to February 12, 2002.

7.2 The Put Option shall terminate as to any CCI Stock on the date on which such CCI Stock is first transferred by a Holder or any Permitted Transferee to a person or entity that is not a "Permitted Transferee."

7.3 For purposes of determining whether the condition in Section 7.1(c) is satisfied, appropriate adjustments will be made to take into account any subdivision (by stock split or otherwise) or combination (by reverse stock split or otherwise) of outstanding shares of CCI common stock occurring after the consummation of CCI's initial public offering.

8. Miscellaneous.

8.1 Complete Agreement; Modifications. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all other agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by both parties.

8.2 Additional Documents. Each party hereto agrees to execute any and all further documents and writings and to perform such other actions which may be or become necessary or expedient to effectuate and carry out this Agreement.

8.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered in person or transmitted by telecopy or similar means of recorded electronic communication to the relevant party, addressed as follows (or at such other address as either party shall have designated by notice as herein provided to the other party):

If to any Holder, to the address set forth for such Holder on the applicable signature page attached hereto.

If to Allen:

Paul G. Allen
c/o Vulcan Ventures Incorporated
505 Union Station
505 Fifth Avenue South, Suite 900
Seattle, WA 98104

Attention: William D. Savoy
Facsimile: (206) 342-3002

with a copy to:

Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067-4276
Attention: Alvin G. Segel and Kevin L. Finch
Telecopy: (310) 203-7199

Any such notice or other communication shall be deemed to have been given and received on the day on which it is delivered or telecopied (or, if such day is not a business day or if the notice or other communication is not telecopied during business hours, at the place of receipt, on the next following business day); provided, however, that any such notice or other communication shall be deemed to have been given and received on the day on which it is sent if delivery thereof is refused or if delivery thereof in the manner described above is not possible because of the intended recipient's failure to advise the sending party of a change in the intended recipient's address or telecopy number.

8.4 No Third-Party Benefits. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any person or entity that is not a party to this Agreement, other than any Permitted Transferees of a Holder.

8.5 Waivers Strictly Construed. With regard to any power, remedy or right provided herein or otherwise available to any party hereunder (a) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party; and (b) no alternation, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence.

8.6 Severability. The validity, legality or enforceability of the remainder of this Agreement shall not be affected even if one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect.

8.7 Undertakings. All authority herein conferred or agreed to be conferred upon a party to this Agreement and all agreements of a party contained herein shall survive the death or incapacity of such party (or any of them).

8.8 Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, estates, personal representatives, conservators, successors and permitted assigns.

8.9 Assignments.

(a) Any Holder and any Permitted Transferee may transfer some or all of its CCI Stock to any of the following persons or entities (each such person or entity, a "Permitted Transferee"), and the Permitted Transferee shall thereupon have the rights provided in this Agreement:

(i) any person or entity that was among the "Investors" who were party to the Contribution Agreement;

(ii) any person or entity that, directly or indirectly, through the ownership of voting securities, controls, is controlled by, or is commonly controlled with such Holder;

(iii) a trust for the benefit of the equity owners of such Holder and of which the trustee or trustees are one or more persons or entities that either control, or are commonly controlled with, such Holder or are banks, trust companies, or similar entities;

(iv) any person or entity for which such Holder is acting as nominee or any trust controlled by or under common control with such person or entity;

(v) if such Holder is an individual, any charitable foundation, charitable trust, or similar entity, the estate, heirs, or legatees of such Holder upon such Holder's death, any member of such Holder's family, any trust or similar entity for the benefit of such Holder or one or more members of such Holder's family, or any entity controlled by such Holder or one or more members of such Holder's family.

(b) A Holder may assign all its rights and delegate all its obligations under this Agreement to any Permitted Transferee thereof, and such Permitted Transferee shall thereupon be deemed to be a "Holder" for purposes of this Agreement.

(c) Allen is entitled, in his sole discretion, to assign his rights to purchase any CCI Stock under this Agreement to one or more entities controlled by Allen, but no such assignment will relieve Allen of any of his obligations under this Agreement.

8.10 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to any choice of law provisions of that state or the laws of any other jurisdiction.

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

8.12 Number and Gender. Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and neuter; and the neuter gender includes the masculine and feminine; and (b) the singular tense and number includes the plural, and the plural tense and number includes the singular.

8.13 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.14 Costs. Except as otherwise provided in this Agreement, each party will bear his or its own costs in connection with the exercise of any Holder's right under this Agreement and the purchase and sale of any CCI Stock pursuant to this Agreement.

8.15 Default. In the event of any legal action between the parties arising out of or in relation to this Agreement, the prevailing party in such legal action shall be entitled to recover, in addition to any other legal remedies, all of his or its costs and expenses, including reasonable attorney's fees, from the non-prevailing party, regardless of whether such legal action is prosecuted to completion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

Paul G. Allen, by William D. Savoy,
attorney-in-fact

[SIGNATURE PAGE TO ACCRETION PUT AGREEMENT]

"HOLDERS"

RIFKIN FAMILY INVESTMENT COMPANY, L.L.L.P.
360 South Monroe Street, Suite 600
Denver, CO 80209

By: Its General Partners

Monroe M. Rifkin

Stuart G. Rifkin

Bruce A. Rifkin

Ruth R. Bennis

[SIGNATURE PAGE TO ACCRETION PUT AGREEMENT]

RIFKIN & ASSOCIATES, INC.
360 South Monroe Street, Suite 600
Denver, CO 80209

By:

Monroe M. Rifkin, Chairman of the Board

[SIGNATURE PAGE TO ACCRETION PUT AGREEMENT]

CRM I LIMITED PARTNERSHIP LLLP
4875 S. El Camino
Englewood, CO 80111

By:

Charles R. Morris III, General Partner

CRM II LIMITED PARTNERSHIP, LLLP

By:

Charles R. Morris III, General Partner

[SIGNATURE PAGE TO ACCRETION PUT AGREEMENT]

CHATHAM INVESTMENTS, LLLP
360 South Monroe Street, Suite 600
Denver, CO 80209

By:

Kevin B. Allen, General Partner

[SIGNATURE PAGE TO ACCRETION PUT AGREEMENT]

Jeffrey D. Bennis
360 South Monroe Street, Suite 600
Denver, CO 80209

Stephen E. Hattrup
360 South Monroe Street, Suite 600
Denver, CO 80209

Lucille A. Maun
360 South Monroe Street, Suite 600
Denver, CO 80209

Peter N. Smith
360 South Monroe Street, Suite 600
Denver, CO 80209

Monroe M. Rifkin
360 South Monroe Street, Suite 600
Denver, CO 80209

Stuart G. Rifkin
360 South Monroe Street, Suite 600
Denver, CO 80209

[SIGNATURE PAGE TO ACCRETION PUT AGREEMENT]

Bruce A. Rifkin
360 South Monroe Street, Suite 600
Denver, CO 80209

Ruth R. Bennis
360 South Monroe Street, Suite 600
Denver, CO 80209

[SIGNATURE PAGE TO ACCRETION PUT AGREEMENT]

RIFKIN CHILDREN'S TRUST III
360 South Monroe Street, Suite 600
Denver, CO 80209

By:

Monroe M. Rifkin, Co-Trustee

[SIGNATURE PAGE TO ACCRETION PUT]

Exhibit 10.18

PUT AGREEMENT

This Put Agreement ("Agreement") is made as of the 12th day of November 2001, by and between Paul G. Allen, an individual ("Allen"), and Falcon Holding Group, Inc., Falcon Cable Trust, Nathanson Family Trust, Blackhawk Holding Company, Inc., Advance Company, Ltd., Advance TV of California, Inc., and Greg Nathanson, (each, a "Holder," and, collectively, the "Holders"), with reference to the following facts:

A. Charter Investment, Inc., a Delaware corporation formerly known as Charter Communications, Inc. ("Charter"), was a party to that certain Purchase and Contribution Agreement (the "Purchase and Contribution Agreement"), dated May 26, 1999, pursuant to which Charter and its affiliates acquired all of the outstanding equity of Falcon Communications, L.P., and certain of its affiliated entities.

B. Under the Purchase and Contribution Agreement, Falcon Holding Group, L.P. ("FHGLP") acquired a limited liability company interest in Charter Communications Holding Company, LLC ("Charter LLC") consisting of 20,581,117 Class D Common Units. FHGLP distributed 9,766,904 of those Class D Common Units to the Holders. Pursuant to the Exchange Agreement, the Holders contributed their Class D Common Units to Charter Communications, Inc., a Delaware corporation incorporated on July 22, 1999 ("PublicCo"), in exchange for 9,766,904 shares of PublicCo's Class A Common Stock (the "Initial Shares").

C. Under Section 3.6.6 of the Amended and Restated Limited Liability Company Agreement of Charter LLC, dated as of November 12, 1999 (the "LLC Agreement"), Charter LLC has issued to PublicCo, as transferee of the Holders with respect to the Class D Common Units assigned to PublicCo by the Holders pursuant to the Exchange Agreement, an additional 328,165 Common Units. Pursuant to the Exchange Agreement, PublicCo has in turn issued an additional 328,165 shares of Class A Common Stock to the Holders (the "Additional Shares").

D. The parties hereto wish to enter into this Put Agreement to provide for a Put Option to sell the Shares to Allen, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the respective covenants and agreements of the parties and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

"Exchange Agreement" means the Exchange Agreement, dated as of November 12, 1999, among PublicCo, the Holders, and other partners of FHGLP.

"Issuer" means the issuer of the Shares.

"Minimum Amount" means the least of (i) Shares for which the Purchase Price under this Agreement is at least $10,000,000, (ii) Shares representing at least 50% of the equity represented by all shares of PublicCo common stock acquired by the Holders pursuant to the Exchange Agreement, or (iii) all Shares that are subject to the Holders' Put Option under this Agreement; provided, however, if Falcon Holding Group, Inc. or any Permitted Transferee transfers any Shares to Stanley S. Itskowitch, Trustee of Stanley Itskowitch Living Trust u/t/d June 12, 1998, then (A) the Minimum Amount for Stanley S. Itskowitch, Trustee of Stanley Itskowitch Living Trust u/t/d June 12, 1998 to exercise his Put Option individually shall be all Shares held by such Permitted Transferee and (B) if the Shares held by Stanley S. Itskowitch, Trustee of Stanley Itskowitch Living Trust u/t/d June 12, 1998 are not included by the Holders in any particular exercise of the Put Option, the Minimum Amount shall be determined without including the Shares held by Stanley S. Itskowitch, Trustee of Stanley Itskowitch Living Trust u/t/d June 12, 1998 in the number of Shares subject to the Holders' Put Option under this Agreement.

"Representative" means Falcon Holding Group, Inc. or any other Holder designated from time to time by the Holders as the Representative.

"Shares" means any of the Initial Shares and the Additional Shares, and all other securities that constitute "Shares" in accordance with Section 5 of this Agreement.

2. Put Option. Allen hereby grants to the Holders the right and option (the "Put Option"), exercisable from and after the date hereof through and including the date of termination of the Put Option under Section 7 by written notice delivered to Allen by the Representative, to sell and to permit any of each Holder's Permitted Transferees to sell to Allen or his designee, from time to time, on one or more occasions, all or any portion of the Shares held by the Holders and their respective Permitted Transferees that represents at least the Minimum Amount. Upon the giving of such notice, Allen shall be obligated to buy or to cause his designee to buy and, subject to Section 5.3, the Holders and Permitted Transferees identified in the Representative's notice pursuant to this Section 2 shall be obligated to sell, the amount of the Shares held by the Holders and their respective Permitted Transferees that is specified in the Representative's notice pursuant to this Section 2, at the price and upon the terms and conditions specified in Section 3.

3. Purchase Price; Closing.

3.1 The purchase price to be paid upon any exercise of the Put Option (the "Purchase Price") shall be equal to $25.8548 per share of PublicCo common stock represented by the Shares to be purchased and sold (calculated in accordance with Section 5, if applicable), plus interest thereon at a rate of four and one-half percent (4.5%) per year, compounded annually, for the period from November 12, 1999, through the closing of the purchase and sale of the Shares hereunder (the "Closing").

3.2 At each Closing, (a) Allen or his designee shall pay to each selling Holder (for itself and on behalf of its Permitted Transferees, if applicable) the Purchase Price in immediately available funds by wire transfer or certified bank check; and (b) each selling Holder shall deliver or cause to be delivered to Allen or his designee one or more certificates evidencing the Shares to be purchased from such Holder or its Permitted

Transferees at such Closing (if such Shares are certificated securities), together with duly executed assignments separate from certificate in form and substance sufficient to effectuate the transfer of such Shares to Allen or his designee, together with a certificate of the selling Holder and its Permitted Transferee, if applicable, reaffirming the representations in Section 4; provided, however, that no Holder or Permitted Transferee shall be required to take any actions or deliver any documents to satisfy any restrictions imposed by the Issuer on the transfer of the Shares, and provided, further, that, if the Holder is unable to deliver certificates evidencing the Shares to be purchased and sold at such Closing because PublicCo failed to deliver such certificates to the Holder within the period specified in the Exchange Agreement, then, in lieu of delivering such certificates to Allen at the Closing, the Holder will deliver to Allen at the Closing its undertaking to deliver such certificates to Allen as soon as practicable after it receives them from PublicCo.

3.3 Each Closing shall be held at the offices of Irell & Manella in Los Angeles, California, on the tenth business day after the Representative delivers the written notice described above, or at such other time and place as the Representative and Allen may agree. The selling Holders and Allen will cooperate so as to permit all documents required to be delivered at the Closing to be delivered by mail, delivery service or courier without requiring either party or his or its representatives to be physically present at the Closing.

4. Representations of the Holders. Each Holder represents and warrants to Allen and any of his designees or assignees that on the date hereof and at each Closing: (a) such Holder has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby; (b) this Agreement is the legal, valid and binding obligation of such Holder, enforceable against such Holder in accordance with its terms; (c) at each Closing in which Shares held by such Holder or any of its Permitted Transferees are to be purchased and sold, such Holder or one of its Permitted Transferees, as applicable, will own all of the Shares required to be purchased from and sold by such Holder and its Permitted Transferees at such Closing, both of record and beneficially, free and clear of all liens, encumbrances or adverse interests of any kind or nature whatsoever (including any restriction on the right to vote, sell or otherwise dispose of the Shares), other than those arising under applicable law and those arising under the organizational documents of the Issuer; (d) upon the transfer of any Shares required to be purchased from and sold by such Holder and its Permitted Transferees at any Closing pursuant to Section 3, Allen or his designee will receive good title to the Shares, free and clear of all liens, encumbrances and adverse interests created by such Holder, any Permitted Transferee, or any of their respective predecessors-in-interest, other than those arising under applicable law or those arising under the organizational documents of the Issuer.

5. Adjustment for Exchange, Reorganizations, Stock Splits, etc.

5.1 If the Shares are increased, decreased, changed into, or exchanged for a different number or kind of shares or securities of the Issuer through reorganization, recapitalization, reclassification, stock dividend, stock split or reverse stock split, or other similar transaction, an appropriate adjustment shall be made with respect to number and kind of shares or securities subject to the Put Option, without change in the total price applicable to the unexercised portion of the Put Option but with a corresponding adjustment in the price per unit of any security covered by the Put Option. Any shares or securities that

become subject to the Put Option pursuant to this Section 5.1 shall constitute "Shares" for purposes of this Agreement.

5.2 Upon a reorganization, merger or consolidation of the issuer with one or more other corporations or entities (any of the foregoing, a "Business Combination") pursuant to which the outstanding Shares are converted into or exchanged for any other security ("Replacement Securities"), the Put Option shall cease to be exercisable with respect to the securities that previously constituted "Shares" and shall instead be automatically converted into an option to sell such number of shares or units of Replacement Securities issued in exchange for the Shares pursuant to such Business Combination at a price per share or unit of Replacement Securities equal to the aggregate Purchase Price for all Shares immediately prior to such effectiveness divided by the number of shares or units of Replacement Securities subject to the Put Option immediately following such effectiveness. Any Replacement Securities that become subject to the Put Option pursuant to this Section 5.2 shall constitute "Shares" for purposes of this Agreement.

5.3 In the event of any proposed Business Combination pursuant to which the outstanding Shares will be converted into a right to receive consideration other than securities of the Issuer or Replacement Securities, (i) Allen will provide notice thereof to the Representative at least ten (10) days prior to consummation of such Business Combination and (ii) the Put Option will expire two days prior to such consummation except with respect to any Shares that are specified in a notice delivered by the Representative pursuant to Section 2 prior to such date. If the Representative delivers a notice pursuant to Section 2 after its receipt of a notice from Allen pursuant to this Section 5.3, the purchase and sale of any of the Shares specified in the Representative's notice may be conditioned at the Holder's option on the consummation of the Business Combination described in Allen's notice pursuant to this Section 5.3.

6. Representations of Allen. Allen represents and warrants to each Holder and each Permitted Transferee that on the date hereof and at all times hereafter through the Closing: (a) Allen has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby; and (b) this Agreement constitutes the legal, valid and binding obligation of Allen, enforceable against Allen in accordance with its terms.

7. Termination of Put Option

7.1 The Put Option shall terminate on the earliest of the following dates, except with respect to any Shares that are specified in a notice delivered by the Representative pursuant to Section 2 prior to such earliest date:

(a) November 12, 2003; or

(b) the date specified in Section 5.3.

7.2 The Put Option shall terminate as to any Shares on the date on which such Shares are first transferred by any Holder or any Permitted Transferee to a person or entity that is not a "Permitted Transferee."

8. Miscellaneous.

8.1 Complete Agreement; Modifications. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all other agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by all the parties.

8.2 Additional Documents. Each party hereto agrees to execute any and all further documents and writings and to perform such other actions which may be or become necessary or expedient to effectuate and carry out this Agreement.

8.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered in person or transmitted by telecopy or similar means of recorded electronic communication to the relevant party, addressed as follows (or at such other address as either party shall have designated by notice as herein provided to the other party):

If to any Holder:

c/o Mapleton Investments
10900 Wilshire Blvd., 15th Floor
Los Angeles, California 90024
Attention: Marc B. Nathanson
Telecopy: (310) 209-7326

with a copy to:

Dow, Lohnes & Albertson
1200 New Hampshire Avenue, N.W., Suite 800
Washington, D.C. 20036-6802
Attention: Leonard J. Baxt
Telecopy: (202) 776-2222

If to Allen:

Paul G. Allen
c/o Vulcan Ventures Incorporated
505 Union Station
505 Fifth Avenue South, Suite 900
Seattle, WA 98104
Attention: William D. Savoy
Facsimile: (206) 342-3002

with a copy to:

Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067-4276

Attention: Alvin G. Segel and Kevin L. Finch
Telecopy: (310) 203-7199

Any such notice or other communication shall be deemed to have been given and received on the day on which it is delivered or telecopied (or, if such day is not a business day or if the notice or other communication is not telecopied during business hours, at the place of receipt, on the next following business day); provided, however, that any such notice or other communication shall be deemed to have been given and received on the day on which it is sent if delivery thereof is refused or if delivery thereof in the manner described above is not possible because of the intended recipient's failure to advise the sending party of a change in the intended recipient's address or telecopy number.

8.4 Third-Party Benefits. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any person or entity that is not a party to this Agreement, other than any Permitted Transferees of the Holders.

8.5 Waivers Strictly Construed. With regard to any power, remedy or right provided herein or otherwise available to any party hereunder (a) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party; and (b) no alteration, modification, or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence.

8.6 Severability. The validity, legality or enforceability of the remainder of this Agreement shall not be affected even if one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect.

8.7 Undertakings. All authority herein conferred or agreed to be conferred upon a party to this Agreement and all agreements of a party contained herein shall survive the death or incapacity of such party (or any of them).

8.8 Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, estates, personal representatives, conservators, successors and permitted assigns.

8.9 Assignments.

(a) Any Holder and any Permitted Transferee may transfer some or all of its Shares to any of the following persons or entities (each such person or entity, a "Permitted Transferee"), and the Permitted Transferee shall thereupon have the rights provided in this Agreement:

(i) any person or entity that has entered into a Put Agreement substantially similar to this Agreement upon the exchange by such person or entity of Class D Common Units for shares of PublicCo common stock pursuant to the Exchange Agreement;

(ii) any person or entity that owns an equity interest in the transferor at the time of the transfer;

(iii) any person or entity that, directly or indirectly, through the ownership of voting securities, controls, is controlled by, or is commonly controlled with any Holder;

(iv) any charitable foundation, charitable trust, or similar entity, or any charitable organization to which Shares are transferred by such charitable foundation, charitable trust, or similar entity;

(v) if the transferor (whether a Holder or a Permitted Transferee) is an individual, the estate, heirs, or legatees of the transferor upon the transferor's death, any member of the transferor's family, any trust or similar entity for the benefit of the transferor or one or more members of the transferor's family, or any entity controlled by the transferor or one or more members of the transferor's family; and

(vi) if the transferor is Falcon Holding Group, Inc. or any Permitted Transferee of Falcon Holding Group, Inc., Stanley S. Itskowitch, Trustee of Stanley Itskowitch Living Trust u/t/d June 12, 1998.

(b) Any Holder may assign all its rights and delegate all its obligations under this Agreement to any Permitted Transferee, and such Permitted Transferee shall thereupon be deemed to be the "Holder" for purposes of this Agreement.

(c) Allen is entitled, in his sole discretion, to assign his rights to purchase any Shares under this Agreement to one. or more entities controlled by Allen, but no such assignment will relieve Allen of any of his obligations under this Agreement.

8.10 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to any choice of law provisions of that state or the laws of any other jurisdiction.

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

8.12 Number and Gender. Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and neuter; and the neuter gender includes the masculine and feminine; and (b) the singular tense and number includes the plural, and the plural tense and number includes the singular.

8.13 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.14 Costs. Except as otherwise provided in this Agreement, each party will bear his or its own costs in connection with the exercise of the Holder's right under this Agreement and the purchase and sale of any Shares pursuant to this Agreement.

8.15 Default. In the event of any legal action between the parties arising out of or in relation to this Agreement, the prevailing party in such legal action shall be

entitled to recover, in addition to any other legal remedies, all of his or its costs and expenses, including reasonable attorney's fees, from the non-prevailing party, regardless of whether such legal action is prosecuted to completion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

PAUL G. ALLEN, by William D. Savoy,
attorney-in-fact

[THIS IS A SIGNATURE PAGE
FOR THE PUT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed the foregoing this ____ day of _____, 2001.

FALCON HOLDING GROUP, INC.

By: _____
Name: Marc B. Nathanson
Title: Chief Executive Officer

[THIS IS A SIGNATURE PAGE
FOR THE PUT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed the foregoing this ____ day of _____, 2001.

FALCON CABLE TRUST

By: ----------
Marc B. Nathanson, trustee

[THIS IS A SIGNATURE PAGE
FOR THE PUT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed the foregoing this ____ day of _____, 2001.

BLACKHAWK HOLDING COMPANY, INC.

By: _____
Marc B. Nathanson, President

[THIS IS A SIGNATURE PAGE
FOR THE PUT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed the foregoing this ____ day of _____, 2001.

ADVANCE COMPANY, LTD.

By: ----------

Marc B. Nathanson, President

[THIS IS A SIGNATURE PAGE
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IN WITNESS WHEREOF, the undersigned has executed the foregoing this ____ day of _____, 2001.

ADVANCE TV OF CALIFORNIA, INC.

By: ----------
Marc B. Nathanson, President

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IN WITNESS WHEREOF, the undersigned has executed the foregoing this ____ day of _____, 2001.

NATHANSON FAMILY TRUST

By: ----------

Ned Robertson, trustee

[THIS IS A SIGNATURE PAGE
FOR THE PUT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed the foregoing this ____ day of _____, 2001.

By: _____
GREG NATHANSON

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FOR THE PUT AGREEMENT]