

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

Post-Effective Amendment No. 2
to
FORM S-3
Registration Statement
UNDER
THE SECURITIES ACT OF 1933

Charter Communications, Inc.
Charter Communications Operating, LLC
Charter Communications Operating Capital Corp.
CCO Holdings, LLC
CCO Holdings Capital Corp.*
(Exact name of registrant as specified in its charter)

Delaware	4841	84-1496755
Delaware	4841	43-1843260
Delaware	4841	20-1044453
Delaware	4841	86-1067239
Delaware	4841	20-0257904
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

400 Washington Blvd.
Stamford, Connecticut 06902
(203) 905-7801
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Jamal H. Haughton
Executive Vice President, General Counsel and Corporate Secretary
400 Washington Blvd.
Stamford, Connecticut 06902
(203) 428-0238
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Christian O. Nagler, P.C.
Diahndra Burman
Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022-4611

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act ☐

*The companies listed below in the Table of Additional Registrant Guarantors included in the Registration Statement are also included in this registration statement on Form S-3 as additional Registrant Guarantors.

TABLE OF ADDITIONAL REGISTRANT GUARANTORS

The following subsidiaries of Charter Communications Operating, LLC may guarantee the Debt Securities issued hereunder and are additional Registrant Guarantors under this registration statement. The address, including zip code, and telephone number, including area code, for each of the additional Registrant Guarantors is c/o Charter Communications, Inc. 400 Washington Blvd., Stamford, Connecticut 06902, (203) 905-7801. The primary standard industrial classification number for each of these additional Registrant Guarantors is 4841.

Exact Name of Additional Registrant Guarantor as Specified in its Charter	Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
BHN IP Enabled Services, LLC	Delaware	99-1515245
BPRF Holdings, LLC	Delaware	82-1464322
Bresnan Broadband Holdings, LLC	Delaware	13-4119839
Bresnan Broadband of Colorado, LLC	Colorado	35-2403834
Bresnan Broadband of Montana, LLC	Montana	32-0334681
Bresnan Broadband of Wyoming, LLC	Wyoming	61-1642737
Bresnan Digital Services, LLC	Delaware	38-3833973
Bright House Networks Information Services (Alabama), LLC	Delaware	20-1544201
Bright House Networks Information Services (California), LLC	Delaware	20-1544390
Bright House Networks Information Services (Florida), LLC	Delaware	59-3758339
Bright House Networks Information Services (Indiana), LLC	Delaware	20-1544486
Bright House Networks Information Services (Michigan), LLC	Delaware	20-1544302
CB Commercial Devices, LLC	Delaware	41-3945826
CC Fiberlink, LLC	Delaware	43-1928509
CC VI Fiberlink, LLC	Delaware	20-0310684
CC VII Fiberlink, LLC	Delaware	20-0310704
CCI Corporate Services, LLC	Delaware	26-3564488
CCI Devices, LLC	Delaware	33-2883817
CCO Fiberlink, LLC	Delaware	20-0310854
CCO NR Holdings, LLC	Delaware	86-1067241
Charter Communications ASC, LLC	Delaware	93-4070587
Charter Communications SSC, LLC	Delaware	93-4084052
Charter Communications VI HoldCo, LLC	Delaware	75-2775560
Charter Communications VI, L.L.C.	Delaware	43-1854208
Charter Communications, LLC	Delaware	43-1659860
Charter Distribution, LLC	Delaware	74-3089287
Charter Fiberlink – Alabama, LLC	Delaware	20-0193389
Charter Fiberlink – Georgia, LLC	Delaware	20-0193674
Charter Fiberlink – Illinois, LLC	Delaware	43-1943035
Charter Fiberlink LA-CCO, LLC	Delaware	20-0709283
Charter Fiberlink – Maryland II, LLC	Delaware	81-2255084
Charter Fiberlink – Michigan, LLC	Delaware	43-1875389
Charter Fiberlink – Missouri, LLC	Delaware	43-1928511
Charter Fiberlink MS-CCVI, LLC	Delaware	20-0709405
Charter Fiberlink – Nebraska, LLC	Delaware	81-0547765
Charter Fiberlink – Tennessee, LLC	Delaware	20-0193707
Charter Fiberlink CA-CCO, LLC	Delaware	43-1943040
Charter Fiberlink CC VIII, LLC	Delaware	43-1793439
Charter Fiberlink CCO, LLC	Delaware	43-1876029
Charter Fiberlink CT-CCO, LLC	Delaware	20-0339366
Charter Fiberlink MA-CCO, LLC	Delaware	20-0258357
Charter Fiberlink NC-CCO, LLC	Delaware	20-0258604
Charter Fiberlink NH-CCO, LLC	Delaware	20-0709514
Charter Fiberlink NV-CCVII, LLC	Delaware	20-0474139
Charter Fiberlink NY-CCO, LLC	Delaware	20-0426827

Charter Fiberlink OR-CCVII, LLC	Delaware	20-0474232
Charter Fiberlink SC-CCO, LLC	Delaware	43-1943037
Charter Fiberlink TX-CCO, LLC	Delaware	43-1943038
Charter Fiberlink VA-CCO, LLC	Delaware	20-0709822
Charter Fiberlink VT-CCO, LLC	Delaware	20-0258644
Charter Fiberlink WA-CCVII, LLC	Delaware	20-0474261
Charter IP Enabled Services, LLC	Delaware	92-3313105
Charter Leasing Holding Company, LLC	Delaware	47-4669203
Charter Procurement Leasing, LLC	Delaware	47-4657690
Clarity Communications Group, LLC	North Carolina	56-2088064
Cox Advanced Services Arizona, LLC	Delaware	27-3501993
Cox Advanced Services Arkansas, LLC	Delaware	46-1192943
Cox Advanced Services California, LLC	Delaware	61-1673560
Cox Advanced Services Connecticut, LLC	Delaware	45-4059297
Cox Advanced Services Florida, LLC	Delaware	46-1172364
Cox Advanced Services Georgia, LLC	Delaware	80-0861302
Cox Advanced Services Idaho, LLC	Delaware	47-5591533
Cox Advanced Services Iowa, LLC	Delaware	46-1193003
Cox Advanced Services Kansas, LLC	Delaware	46-1172555
Cox Advanced Services Louisiana, LLC	Delaware	46-1172521
Cox Advanced Services Nebraska, LLC	Delaware	46-1172486
Cox Advanced Services Nevada, LLC	Delaware	46-1172408
Cox Advanced Services North Carolina, LLC	Delaware	99-4763868
Cox Advanced Services Ohio, LLC	Delaware	45-4059140
Cox Advanced Services Oklahoma, LLC	Delaware	45-4059688
Cox Advanced Services Rhode Island, LLC	Delaware	45-4059494
Cox Advanced Services Virginia, LLC	Delaware	45-4059617
Cox Arizona Telcom, L.L.C.	Delaware	58-2327142
Cox Arkansas Telcom, L.L.C.	Delaware	58-2627234
Cox California Telcom, L.L.C.	Delaware	58-2327138
Cox Colorado Telcom, L.L.C.	Delaware	20-0616936
Cox Communications Arizona, LLC	Delaware	45-2998180
Cox Communications California, LLC	Delaware	45-2998126
Cox Communications EBD Holdings, LLC	Delaware	58-2660947
Cox Communications Georgia, LLC	Delaware	27-2063916
Cox Communications Gulf Coast, LLC	Delaware	58-2487265
Cox Communications Hampton Roads, L.L.C.	Delaware	58-2412419
Cox Communications Kansas, L.L.C.	Delaware	58-2520461
Cox Communications Las Vegas, LLC	Delaware	58-2406705
Cox Communications Louisiana, L.L.C.	Delaware	58-2639743
Cox Communications Missouri, LLC	Delaware	33-1310693
Cox Communications NCC, LLC	Delaware	58-2164886
Cox Communications Omaha, L.L.C.	Delaware	58-2377082
Cox Communications Tower, LLC	Delaware	45-5039192
Cox Communications, LLC	Delaware	58-2112281
Cox Connecticut Telcom, L.L.C.	Delaware	58-2298049
Cox District of Columbia Telcom, L.L.C.	Delaware	58-2627239

Cox Florida Telcom, L.P.	Delaware	58-2310381
Cox Georgia Telcom, L.L.C.	Delaware	58-2377086
Cox HMS, LLC	Delaware	47-4724742
Cox Horizon Growth, LLC	Delaware	92-1089998
Cox Idaho Telcom, L.L.C.	Delaware	20-1916671
Cox Iowa Telcom, L.L.C.	Delaware	58-2317719
Cox Kansas Telcom, L.L.C.	Delaware	58-2490812
Cox LAHC, LLC	Delaware	47-3836136
Cox Louisiana Telcom, L.L.C.	Delaware	58-2327136
Cox Maryland Telcom, L.L.C.	Delaware	58-2627232
Cox Media, L.L.C.	Delaware	58-1444671
Cox Missouri Telcom, LLC	Delaware	26-2736415
Cox Nebraska Telcom, L.L.C.	Delaware	58-2327135
Cox Nevada Telcom, L.L.C.	Delaware	58-2412418
Cox North Carolina Telcom, L.L.C.	Delaware	20-5867789
Cox Ohio Telcom, L.L.C.	Delaware	20-0739995
Cox Oklahoma Telcom, L.L.C.	Delaware	58-2292639
Cox Rhode Island Telcom, L.L.C.	Delaware	58-2327133
Cox Strategic Services, LLC	Delaware	36-4754106
Cox TMI, LLC	Delaware	83-0480083
Cox Virginia Telcom, L.L.C.	Virginia	58-2220125
Cox Wireless Access, LLC	Delaware	81-3810351
Cox Wireless, LLC	Delaware	26-3246030
Cox/Charter Master Cable Advertising, LLC	Delaware	82-4372070
CoxCom, LLC	Delaware	95-2755479
DC74, LLC	North Carolina	26-3221033
DukeNet Communications, LLC	Delaware	27-2985707
Fiber Platform Blocker, LLC	Delaware	81-3810487
Fiber Platform Holdings, LLC	Delaware	81-3065300
Fiber Platform, LLC	Delaware	35-2566703
Fibernet of Ohio, LLC	Ohio	91-2070628
Fibernet Telecommunications of Pennsylvania, LLC	Pennsylvania	84-1514362
FRC, LLC	South Carolina	57-1086125
Hamptonnet, LLC	South Carolina	57-1103185
Hospitality Network Louisiana, L.L.C.	Delaware	20-5801703
Hospitality Network Pennsylvania, LLC	Delaware	47-2505600
Hospitality Network, L.L.C.	Delaware	88-0305825
Innovar Media LLC	Delaware	46-5437739
LMK Communications LLC	North Carolina	56-2273856
Logicworks Systems, LLC	Delaware	13-3700569
Lumos Networks 2, LLC	Virginia	54-1246324
Lumos Networks 3, LLC	Delaware	80-0697274
Lumos Networks Acquisitions LLC	Virginia	81-5335240
Lumos Networks LLC	West Virginia	84-1452950
Lumos Networks of West Virginia, LLC	Virginia	54-2011548
Lumos Networks Operating Company, LLC	Delaware	90-0673286
Lumos Payroll, LLC	Virginia	45-4439142

Mountaineer Telecommunications, LLC	West Virginia	84-1484349
MTN Infrastructure Intermediate GP, LLC	Delaware	82-2200045
MTN Infrastructure Intermediate, LP	Delaware	82-2163577
MTN Infrastructure TopCo Blocker, LLC	Delaware	82-2151035
MTN Infrastructure, LLC	Delaware	81-5393142
North State Technology Solutions, LLC	North Carolina	47-4270616
PalmettoNet, LLC	South Carolina	57-0794986
RapidScale, LLC	California	27-2220534
SCTG Communications, LLC	South Carolina	47-2554575
SCTG, LLC	South Carolina	58-2291056
South Carolina Net, LLC	South Carolina	57-0950120
South Carolina Telecommunications Group Holdings, LLC	South Carolina	46-2103148
Spectrum Advanced Services, LLC	Delaware	26-0354307
Spectrum Fiberlink Florida, LLC	Delaware	84-4375530
Spectrum Gulf Coast, LLC	Delaware	45-4608769
Spectrum Mid-America, LLC	Delaware	45-4593320
Spectrum Mobile Equipment, LLC	Delaware	82-3887201
Spectrum Mobile, LLC	Delaware	82-2492552
Spectrum New York Metro, LLC	Delaware	45-4593291
Spectrum NLP, LLC	Delaware	45-1560311
Spectrum Northeast, LLC	Delaware	45-4593341
Spectrum Oceanic, LLC	Delaware	45-4593273
Spectrum Originals Development, LLC	Delaware	83-1623014
Spectrum Originals, LLC	Delaware	82-3414467
Spectrum Pacific West, LLC	Delaware	45-4593361
Spectrum Reach, LLC	Delaware	27-4633156
Spectrum RSN, LLC	Delaware	83-1611206
Spectrum SN, LLC	Delaware	93-1943164
Spectrum Southeast, LLC	Delaware	45-4608839
Spectrum SportsNet, LLC	Delaware	93-1958585
Spectrum Sunshine State, LLC	Delaware	02-0636401
Spectrum TV Essentials, LLC	Delaware	83-4704194
Spectrum Wireless Holdings, LLC	Delaware	83-1856732
Time Warner Cable Business LLC	Delaware	35-2466312
Time Warner Cable Enterprises LLC	Delaware	45-4854395
Time Warner Cable Information Services (Alabama), LLC	Delaware	20-0639409
Time Warner Cable Information Services (Arizona), LLC	Delaware	20-4370232
Time Warner Cable Information Services (California), LLC	Delaware	20-0162970
Time Warner Cable Information Services (Colorado), LLC	Delaware	26-2375439
Time Warner Cable Information Services (Hawaii), LLC	Delaware	20-0162993
Time Warner Cable Information Services (Idaho), LLC	Delaware	20-8254896
Time Warner Cable Information Services (Illinois), LLC	Delaware	26-2375576
Time Warner Cable Information Services (Indiana), LLC	Delaware	20-1618562
Time Warner Cable Information Services (Kansas), LLC	Delaware	20-0163009
Time Warner Cable Information Services (Kentucky), LLC	Delaware	20-4370430
Time Warner Cable Information Services (Maine), LLC	Delaware	48-1296576
Time Warner Cable Information Services (Massachusetts), LLC	Delaware	20-0639517

Time Warner Cable Information Services (Michigan), LLC	Delaware	26-2376102
Time Warner Cable Information Services (Missouri), LLC	Delaware	20-0163031
Time Warner Cable Information Services (Nebraska), LLC	Delaware	20-0597251
Time Warner Cable Information Services (New Hampshire), LLC	Delaware	20-0834759
Time Warner Cable Information Services (New Jersey), LLC	Delaware	20-0605091
Time Warner Cable Information Services (New Mexico), LLC	Delaware	20-8244978
Time Warner Cable Information Services (New York), LLC	Delaware	06-1530234
Time Warner Cable Information Services (North Carolina), LLC	Delaware	05-0563203
Time Warner Cable Information Services (Ohio), LLC	Delaware	20-0163449
Time Warner Cable Information Services (Pennsylvania), LLC	Delaware	20-0639607
Time Warner Cable Information Services (South Carolina), LLC	Delaware	20-0163480
Time Warner Cable Information Services (Tennessee), LLC	Delaware	20-0639795
Time Warner Cable Information Services (Texas), LLC	Delaware	20-0095157
Time Warner Cable Information Services (Virginia), LLC	Delaware	20-4370738
Time Warner Cable Information Services (Washington), LLC	Delaware	20-5690377
Time Warner Cable Information Services (West Virginia), LLC	Delaware	20-1620308
Time Warner Cable Information Services (Wisconsin), LLC	Delaware	20-0163685
Time Warner Cable, LLC	Delaware	81-2545593
TMI Partner Holdings, LLC	Delaware	27-1576200
TWC Administration LLC	Delaware	90-0882471
TWC Communications, LLC	Delaware	35-2205910
TWC IP Enabled Services, LLC	Delaware	92-3326637
TWC SEE Holdco LLC	Delaware	20-5421447
TWCIS Holdco LLC	Delaware	27-3481972
Unite Private Networks, L.L.C.	Delaware	27-3483570
Unite Private Networks-Illinois, L.L.C.	Delaware	27-3483514
UPN Intermediate Holdings LLC	Delaware	81-5269020
Visual Advertising Sales Technology, LLC	Delaware	68-0470452

EXPLANATORY NOTE

This Post-Effective Amendment No. 2 to the Registration Statement on Form S-3 (Registration Statement No. 333-297735) (the “Registration Statement”) is filed solely to (i) add (a) RapidScale, LLC, a California limited liability company and a wholly owned subsidiary of Charter Communications Operating, LLC (“CCO”), (b) BPRF Holdings, LLC, CB Commercial Devices, LLC, CCI Corporate Services, LLC, CCI Devices, LLC, Cox Advanced Services Arizona, LLC, Cox Advanced Services Arkansas, LLC, Cox Advanced Services California, LLC, Cox Advanced Services Connecticut, LLC, Cox Advanced Services Florida, LLC, Cox Advanced Services Georgia, LLC, Cox Advanced Services Idaho, LLC, Cox Advanced Services Iowa, LLC, Cox Advanced Services Kansas, LLC, Cox Advanced Services Louisiana, LLC, Cox Advanced Services Nebraska, LLC, Cox Advanced Services Nevada, LLC, Cox Advanced Services North Carolina, LLC, Cox Advanced Services Ohio, LLC, Cox Advanced Services Oklahoma, LLC, Cox Advanced Services Rhode Island, LLC, Cox Advanced Services Virginia, LLC, Cox Arizona Telcom, L.L.C., Cox Arkansas Telcom, L.L.C., Cox California Telcom, L.L.C., Cox Colorado Telcom, L.L.C., Cox Communications Arizona, LLC, Cox Communications California, LLC, Cox Communications EBD Holdings, LLC, Cox Communications Georgia, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Hampton Roads, L.L.C., Cox Communications Kansas, L.L.C., Cox Communications Las Vegas, LLC, Cox Communications Louisiana, L.L.C., Cox Communications Missouri, LLC, Cox Communications NCC, LLC, Cox Communications Omaha, L.L.C., Cox Communications Tower, LLC, Cox Communications, LLC, Cox Connecticut Telcom, L.L.C., Cox District of Columbia Telcom, L.L.C., Cox Florida Telcom, L.P., Cox Georgia Telcom, L.L.C., Cox HMS, LLC, Cox Horizon Growth, LLC, Cox Idaho Telcom, L.L.C., Cox Iowa Telcom, L.L.C., Cox Kansas Telcom, L.L.C., Cox LAHC, LLC, Cox Louisiana Telcom, L.L.C., Cox Maryland Telcom, L.L.C., Cox Media, L.L.C., Cox Missouri Telcom, LLC, Cox Nebraska Telcom, L.L.C., Cox Nevada Telcom, L.L.C., Cox North Carolina Telcom, L.L.C., Cox Ohio Telcom, L.L.C., Cox Oklahoma Telcom, L.L.C., Cox Rhode Island Telcom, L.L.C., Cox Strategic Services, LLC, Cox TMI, LLC, Cox Wireless Access, LLC, Cox Wireless, LLC, Cox/Charter Master Cable Advertising, LLC, CoxCom, LLC, Fiber Platform Blocker, LLC, Fiber Platform Holdings, LLC, Fiber Platform, LLC, Hospitality Network Louisiana, L.L.C., Hospitality Network Pennsylvania, LLC, Hospitality Network, L.L.C., Logicworks Systems, LLC, Lumos Networks 3, LLC, Lumos Networks Operating Company, LLC, MTN Infrastructure Intermediate GP, LLC, MTN Infrastructure Intermediate, LP, MTN Infrastructure TopCo Blocker, LLC, MTN Infrastructure, LLC, TMI Partner Holdings, LLC, Unite Private Networks, L.L.C., Unite Private Networks-Illinois, L.L.C. and UPN Intermediate Holdings LLC, each a Delaware limited liability company or limited partnership, as applicable, and a wholly owned subsidiary of CCO, (c) Clarity Communications Group, LLC, DC74, LLC, LMK Communications LLC and North State Technology Solutions, LLC, each a North Carolina limited liability company and a wholly owned subsidiary of CCO, (d) Fibernet of Ohio, LLC, an Ohio limited liability company and a wholly owned subsidiary of CCO, (e) Fibernet Telecommunications of Pennsylvania, LLC, a Pennsylvania limited liability company and a wholly owned subsidiary of CCO, (f) FRC, LLC, Hamptonnet, LLC, PalmettoNet, LLC, SCTG Communications, LLC, SCTG, LLC, South Carolina Net, LLC and South Carolina Telecommunications Group Holdings, LLC, each a South Carolina limited liability company and a wholly owned subsidiary of CCO, (g) Cox Virginia Telcom, L.L.C., Lumos Networks 2, LLC, Lumos Networks Acquisitions LLC, Lumos Networks of West Virginia, LLC and Lumos Payroll, LLC, each a Virginia limited liability company and a wholly owned subsidiary of CCO, and (h) Lumos Networks LLC and Mountaineer Telecommunications, LLC, each a West Virginia limited liability company and a wholly owned subsidiary of CCO (collectively, the “New Subsidiary Guarantors”), as coregistrants to the Registration Statement, (ii) update the information in Part II with respect to the addition of the New Subsidiary Guarantors, and (iii) file additional exhibits to the Registration Statement. No changes or additions are being made hereby to the base prospectus that already forms a part of the Registration Statement.

Accordingly, the base prospectus is being omitted from this filing. This post-effective amendment shall become effective immediately upon filing with the Securities and Exchange Commission.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14.

Other Expenses of Issuance and Distribution.

The following table shows the costs and expenses payable in connection with the sale and distribution of the securities being registered. All amounts except the SEC registration fee are estimated.

SEC registration fee	\$	*
Accounting fees and expenses		**
Legal fees and expenses		**
Printing fees and expenses		**
Total	\$	**

*In accordance with Rule 456(b) and 457(r), we are deferring payment of the registration fee.

**Estimated expenses are not presently known. The foregoing sets forth the general categories of expenses (other than underwriting discounts and commissions) that we anticipate we will incur in connection with the offering of securities under this registration statement on Form S-3. An estimate of the aggregate expenses in connection with the issuance and distribution of the securities being offered will be included in the applicable prospectus supplement.

Item 15. Indemnification of Directors and Officers.

RapidScale, LLC is formed or incorporated under the laws of the State of California. Bresnan Broadband of Colorado, LLC is formed or incorporated under the laws of the State of Colorado. Each of Charter Communications, Inc., Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., CCO Holdings, LLC, CCO Holdings Capital Corp., BHN IP Enabled Services, LLC, BPRF Holdings, LLC, Bresnan Broadband Holdings, LLC, Bresnan Digital Services, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, CB Commercial Devices, LLC, CC Fiberlink, LLC, CC VI Fiberlink, LLC, CC VII Fiberlink, LLC, CCI Corporate Services, LLC, CCI Devices, LLC, CCO Fiberlink, LLC, CCO NR Holdings, LLC, Charter Communications ASC, LLC, Charter Communications SSC, LLC, Charter Communications VI HoldCo, LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Distribution, LLC, Charter Fiberlink – Alabama, LLC, Charter Fiberlink – Georgia, LLC, Charter Fiberlink – Illinois, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink – Maryland II, LLC, Charter Fiberlink – Michigan, LLC, Charter Fiberlink – Missouri, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink – Nebraska, LLC, Charter Fiberlink – Tennessee, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter IP Enabled Services, LLC, Charter Leasing Holding Company, LLC, Charter Procurement Leasing, LLC, Cox Advanced Services Arizona, LLC, Cox Advanced Services Arkansas, LLC, Cox Advanced Services California, LLC, Cox Advanced Services Connecticut, LLC, Cox Advanced Services Florida, LLC, Cox Advanced Services Georgia, LLC, Cox Advanced Services Idaho, LLC, Cox Advanced Services Iowa, LLC, Cox Advanced Services Kansas, LLC, Cox Advanced Services Louisiana, LLC, Cox Advanced Services Nebraska, LLC, Cox Advanced Services Nevada, LLC, Cox Advanced Services North Carolina, LLC, Cox Advanced Services Ohio, LLC, Cox Advanced Services Oklahoma, LLC, Cox Advanced Services Rhode Island, LLC, Cox Advanced Services Virginia, LLC, Cox Arizona Telcom, L.L.C., Cox Arkansas Telcom, L.L.C., Cox California Telcom, L.L.C., Cox Colorado Telcom, L.L.C., Cox Communications Arizona, LLC, Cox Communications California, LLC, Cox Communications EBD Holdings, LLC, Cox Communications Georgia, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Hampton Roads, L.L.C., Cox Communications Kansas, L.L.C., Cox Communications Las Vegas, LLC, Cox Communications Louisiana, L.L.C., Cox Communications Missouri, LLC, Cox Communications NCC, LLC, Cox Communications Omaha, L.L.C., Cox Communications Tower, LLC, Cox Communications, LLC, Cox Connecticut Telcom, L.L.C., Cox District of Columbia Telcom, L.L.C., Cox Florida Telcom, L.P., Cox Georgia Telcom, L.L.C., Cox HMS, LLC, Cox Horizon Growth, LLC, Cox Idaho Telcom, L.L.C., Cox Iowa Telcom, L.L.C., Cox Kansas Telcom, L.L.C., Cox LAHC, LLC, Cox Louisiana Telcom, L.L.C., Cox Maryland Telcom, L.L.C., Cox Media, L.L.C., Cox Missouri Telcom, LLC, Cox Nebraska Telcom, L.L.C., Cox Nevada Telcom, L.L.C., Cox North Carolina Telcom, L.L.C., Cox Ohio Telcom, L.L.C., Cox Oklahoma Telcom, L.L.C., Cox Rhode Island Telcom, L.L.C., Cox Strategic Services, LLC, Cox TMI, LLC, Cox Wireless Access, LLC, Cox Wireless, LLC, Cox/Charter Master Cable Advertising, LLC, CoxCom, LLC, DukeNet Communications, LLC, Fiber Platform Blocker, LLC, Fiber Platform Holdings, LLC, Fiber Platform, LLC, Hospitality Network Louisiana, L.L.C., Hospitality Network Pennsylvania, LLC, Hospitality Network, L.L.C., Innovar Media LLC, Logicworks Systems, LLC, Lumos Networks 3, LLC, Lumos Networks Operating Company, LLC, MTN Infrastructure Intermediate GP, LLC, MTN Infrastructure Intermediate, LP, MTN Infrastructure TopCo Blocker, LLC, MTN Infrastructure, LLC, Spectrum Advanced Services, LLC, Spectrum Fiberlink Florida, LLC, Spectrum Gulf Coast, LLC, Spectrum Mid-America, LLC, Spectrum Mobile Equipment, LLC, Spectrum Mobile, LLC, Spectrum New York Metro, LLC, Spectrum NLP, LLC, Spectrum Northeast, LLC, Spectrum Oceanic, LLC, Spectrum Originals Development, LLC, Spectrum Originals, LLC, Spectrum Pacific West, LLC, Spectrum Reach, LLC, Spectrum RSN, LLC, Spectrum SN, LLC, Spectrum Southeast, LLC, Spectrum SportsNet, LLC, Spectrum Sunshine State, LLC, Spectrum TV Essentials, LLC, Spectrum Wireless Holdings, LLC, Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable, LLC, TMI Partner Holdings, LLC, TWC Administration LLC, TWC Communications, LLC, TWC IP Enabled Services, LLC, TWC SEE Holdeo LLC, TWCIS Holdco LLC, Unite Private Networks, L.L.C., Unite Private Networks-Illinois, L.L.C., UPN Intermediate Holdings LLC and Visual Advertising Sales Technology, LLC is formed or incorporated under the laws of the State of Delaware. Bresnan Broadband of Montana, LLC is formed or incorporated under the laws of the State of Montana. Clarity Communications Group, LLC, DC74, LLC, LMK Communications LLC and North State Technology Solutions, LLC are each formed or incorporated under the laws of the State of North Carolina. Fibernet of Ohio, LLC is formed or incorporated under the laws of the State of Ohio. Fibernet Telecommunications of Pennsylvania, LLC is formed or incorporated under the laws of the State of Pennsylvania. FRC, LLC, Hamptonnet, LLC, PalmettoNet, LLC, SCTG Communications, LLC, SCTG, LLC, South Carolina Net, LLC and South Carolina Telecommunications Group Holdings, LLC are each formed or incorporated under the laws of the State of South Carolina. Cox Virginia Telcom, L.L.C., Lumos Networks 2, LLC, Lumos Networks Acquisitions LLC, Lumos Networks of West Virginia, LLC and Lumos Payroll, LLC are each formed or incorporated under the laws of the State of Virginia. Lumos Networks LLC and Mountaineer Telecommunications, LLC are formed or incorporated under the laws of the State of West Virginia. Bresnan Broadband of Wyoming, LLC is formed or incorporated under the laws of the State of Wyoming.

California

Under Section 17704.08 of the California Revised Uniform Limited Liability Company Act, except for a breach of duty, a limited liability company may provide for indemnification of any manager, member, officer, employee or agent of the limited liability company, against liabilities incurred as a result of acting in that capacity.

The limited liability company agreement of RapidScale, LLC provides for the indemnification of members, managers, directors and officers to the fullest extent permitted by California law.

Colorado

Section 7-80-104(1)(k) of the Colorado Limited Liability Company Act permits a company to indemnify a member or manager or former member or manager of the limited liability company as provided in Section 7-80-407. Under Section 7-80-407, a limited liability company shall reimburse a member or manager for payments made, and indemnify a member or manager for liabilities incurred by the member or manager, in the ordinary conduct of the business of the limited liability company or for the preservation of its business or property if such payments were made or liabilities incurred without violation of the member's or manager's duties to the limited liability company.

The limited liability company agreement of Bresnan Broadband of Colorado, LLC provides for the indemnification of members, managers, directors and officers to the fullest extent permitted by Colorado law.

Delaware

Limited Liability Companies

Section 18-108 of the Delaware Limited Liability Company Act authorizes a limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement.

The limited liability company agreements of Charter Communications Operating, LLC, CCO Holdings, LLC, BHN IP Enabled Services, LLC, BPRF Holdings, LLC, Bresnan Broadband Holdings, LLC, Bresnan Digital Services, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, CB Commercial Devices, LLC, CC Fiberlink, LLC, CC VI Fiberlink, LLC, CC VII Fiberlink, LLC, CCI Corporate Services, LLC, CCI Devices, LLC, CCO Fiberlink, LLC, CCO NR Holdings, LLC, Charter Communications ASC, LLC, Charter Communications SSC, LLC, Charter Communications VI HoldCo, LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Distribution, LLC, Charter Fiberlink – Alabama, LLC, Charter Fiberlink – Georgia, LLC, Charter Fiberlink – Illinois, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink – Maryland II, LLC, Charter Fiberlink – Michigan, LLC, Charter Fiberlink – Missouri, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink – Nebraska, LLC, Charter Fiberlink – Tennessee, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter IP Enabled Services, LLC, Charter Leasing Holding Company, LLC, Charter Procurement Leasing, LLC, Cox Advanced Services Arizona, LLC, Cox Advanced Services Arkansas, LLC, Cox Advanced Services California, LLC, Cox Advanced Services Connecticut, LLC, Cox Advanced Services Florida, LLC, Cox Advanced Services Georgia, LLC, Cox Advanced Services Idaho, LLC, Cox Advanced Services Iowa, LLC, Cox Advanced Services Kansas, LLC, Cox Advanced Services Louisiana, LLC, Cox Advanced Services Nebraska, LLC, Cox Advanced Services Nevada, LLC, Cox Advanced Services North Carolina, LLC, Cox Advanced Services Ohio, LLC, Cox Advanced Services Oklahoma, LLC, Cox Advanced Services Rhode Island, LLC, Cox Advanced Services Virginia, LLC, Cox Arizona Telcom, L.L.C., Cox Arkansas Telcom, L.L.C., Cox California Telcom, L.L.C., Cox Colorado Telcom, L.L.C., Cox Communications Arizona, LLC, Cox Communications California, LLC, Cox Communications EBD Holdings, LLC, Cox Communications Georgia, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Hampton Roads, L.L.C., Cox Communications Kansas, L.L.C., Cox Communications Las Vegas, LLC, Cox Communications Louisiana, L.L.C., Cox Communications Missouri, LLC, Cox Communications NCC, LLC, Cox Communications Omaha, L.L.C., Cox Communications Tower, LLC, Cox Communications, LLC, Cox Connecticut Telcom, L.L.C., Cox District of Columbia Telcom, L.L.C., Cox Georgia Telcom, L.L.C., Cox HMS, LLC, Cox Horizon Growth, LLC, Cox Idaho Telcom, L.L.C., Cox Iowa Telcom, L.L.C., Cox Kansas Telcom, L.L.C., Cox LAHC, LLC, Cox Louisiana Telcom, L.L.C., Cox Maryland Telcom, L.L.C., Cox Media, L.L.C., Cox Missouri Telcom, LLC, Cox Nebraska Telcom, L.L.C., Cox Nevada Telcom, L.L.C., Cox North Carolina Telcom, L.L.C., Cox Ohio Telcom, L.L.C., Cox Oklahoma Telcom, L.L.C., Cox Rhode Island Telcom, L.L.C., Cox Strategic Services, LLC, Cox TMI, LLC, Cox Wireless Access, LLC, Cox Wireless, LLC, Cox/Charter Master Cable Advertising, LLC, CoxCom, LLC, DukeNet Communications, LLC, Fiber Platform Blocker, LLC, Fiber Platform Holdings, LLC, Fiber Platform, LLC, Hospitality Network Louisiana, L.L.C., Hospitality Network Pennsylvania, LLC, Hospitality Network, L.L.C., Innovar Media LLC, Logicworks Systems, LLC, Lumos Networks 3, LLC, Lumos Networks Operating Company, LLC, MTN Infrastructure Intermediate GP, LLC, MTN Infrastructure TopCo Blocker, LLC, MTN Infrastructure, LLC, Spectrum Advanced Services, LLC, Spectrum Fiberlink Florida, LLC, Spectrum Gulf Coast, LLC, Spectrum Mid-America, LLC, Spectrum Mobile Equipment, LLC, Spectrum Mobile, LLC, Spectrum New York Metro, LLC, Spectrum NLP, LLC, Spectrum Northeast, LLC, Spectrum Oceanic, LLC, Spectrum Originals Development, LLC, Spectrum Originals, LLC, Spectrum Pacific West, LLC, Spectrum Reach, LLC, Spectrum RSN, LLC, Spectrum SN, LLC, Spectrum Southeast, LLC, Spectrum SportsNet, LLC, Spectrum Sunshine State, LLC, Spectrum TV Essentials, LLC, Spectrum Wireless Holdings, LLC, Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable, LLC, TMI Partner Holdings, LLC, TWC Administration LLC, TWC Communications, LLC, TWC IP Enabled Services, LLC, TWC SEE Holdco LLC, TWCIS Holdco LLC, Unite Private Networks, L.L.C., Unite Private Networks-Illinois, L.L.C., UPN Intermediate Holdings LLC and Visual Advertising Sales Technology, LLC (each, an “LLC”) provide that a member, a manager, a director, any officer, their respective affiliates or any person who at any time serves or has served as a director, officer, employee or other agent of any member or any such affiliate, and who, in such capacity, engages or has engaged in activities on behalf of the applicable LLC, shall be indemnified and held harmless by such LLC to the fullest extent permitted by law from and against any losses, damages, expenses, including attorneys’ fees, judgments and amounts paid in settlement actually and reasonably incurred by or in connection with any claim, action, suit or proceeding to which such indemnifiable person is or was a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of such LLC. Notwithstanding the foregoing, no indemnification is available under the limited liability company agreement of any of the LLCs in respect of any such claim adjudged to be primarily the result of bad faith, willful misconduct or fraud of an indemnifiable person. Any act or omission by an indemnifiable person done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care shall not constitute bad faith, willful misconduct, or fraud on the part of such indemnifiable person. Payment of these indemnification obligations shall be made from the assets of the applicable LLC and the members shall not be personally liable to an indemnifiable person for payment of indemnification.

Section 145 of the Delaware General Corporation Law authorizes a corporation to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. In addition, the Delaware General Corporation Law does not permit indemnification in any threatened, pending or completed action or suit by or in the right of the corporation in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses, which such court shall deem proper. To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person. Indemnity is mandatory to the extent a claim, issue or matter has been successfully defended. The Delaware General Corporation Law also allows a corporation to provide for the elimination or limitation of the personal liability of a director or officer to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, provided that such provision shall not eliminate or limit the liability of:

- (i) a director or officer for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders,
- (ii) a director or officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,
- (iii) a director under Section 174 of the Delaware General Corporation Law,
- (iv) a director or officer for any transaction from which the director or officer derived an improper personal benefit, or
- (v) an officer in any action by or in the right of the corporation. These provisions will not limit the liability of directors or officers under the federal securities laws of the United States.

The bylaws of each of Charter, CCO Holdings Capital and CCO Capital (each a "corporation") require the applicable corporation, to the fullest extent authorized by the Delaware General Corporation Law, to indemnify any person who was or is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, in each case, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such person in connection therewith.

Charter has entered into indemnification agreements that require it to indemnify each of its directors and officers to the fullest extent permitted by law for any claims made against each of these persons because he or she is, was or may be deemed to be a stockholder, director, officer, employee, controlling person, agent or fiduciary of Charter or any of its subsidiaries. Charter is obligated to pay the expenses of these persons in connection with any claims that are subject to the applicable agreement.

Limited Partnerships

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against all claims and demands whatsoever, subject to such standards and restrictions, if any, as are set forth in its partnership agreement.

The limited partnership agreements of Cox Florida Telcom, L.P. and MTN Infrastructure Intermediate, LP provide for the indemnification of partners to the fullest extent permitted by Delaware law.

Montana

Section 35-8-504 of the Montana Limited Liability Company Act states that a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

The limited liability company agreement of Bresnan Broadband of Montana, LLC provides for the indemnification of members, managers, directors and officers to the fullest extent permitted by Montana law.

North Carolina

Section 57D-3-31(a) of the North Carolina Limited Liability Company Act provides a limited liability company shall indemnify a person who is wholly successful on the merits or otherwise in the defense of any proceeding to which the person was a party because the person is or was a member, a manager, or other company official if the person also is or was an interest owner at the time to which the claim relates, acting within the person's scope of authority as a manager, member, or other company official against expenses incurred by the person in connection with the proceeding. Section 57D-3-31(b) provides that a limited liability company shall reimburse a person who is or was a member for any payment made and indemnify the person for any obligation, including any judgment, settlement, penalty, fine, or other cost, incurred or borne in the authorized conduct of the LLC's business or preservation of the LLC's business or property, whether acting in the capacity of a manager, member, or other company official if, in making the payment or incurring the obligation, the person complied with the duties and standards of conduct for officers imposed by the North Carolina Limited Liability Company Act or otherwise imposed by other applicable law or the limited liability company's operating agreement.

The limited liability company agreements of Clarity Communications Group, LLC, DC74, LLC, LMK Communications LLC and North State Technology Solutions, LLC provide for the indemnification of members, managers, directors and officers to the fullest extent permitted by North Carolina law.

Ohio

Section 1706.32 of the Ohio Revised Limited Liability Company Act authorizes a limited liability company to indemnify and hold harmless a member or other person, pay in advance or reimburse expenses incurred by a member or other person, and purchase and maintain insurance on behalf of a member or other person. Section 1706.26 provides that a person who is a member of a limited liability company is not liable, solely by reason of being a member, for a debt, obligation, or liability of the limited liability company or a series thereof, whether arising in contract, tort, or otherwise; or for the acts or omissions of any other member, agent, or employee of the limited liability company or a series thereof.

The limited liability company agreement of Fibernet of Ohio, LLC provides for the indemnification of members, managers, directors and officers to the fullest extent permitted by Ohio law.

Pennsylvania

Under Section 8848 of the Pennsylvania Limited Liability Company Law of 1994, a limited liability company shall indemnify and hold harmless a person with respect to any claim or demand against the person and any debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a member or manager, if the claim, demand, debt, obligation, or other liability does not arise from the person's breach of sections 8845 (relating to limitations on distributions), 8847 (relating to rules for member or manager managed limited liability companies), 8849.1 (relating to standards of conduct for members), or 8849.2 (standards of conduct for managers). The statute provides that indemnification shall not be made in any case where the act giving rise to the claim for indemnification is determined by a court to constitute recklessness, willful misconduct, or a knowing violation of law. Section 8848 also provides that a limited liability company may advance expenses, including attorney fees and costs, incurred by a person in connection with a claim or demand against the person by reason of the person's former or present capacity as a member or manager, if the person promises to repay the company if the person ultimately is determined not to be entitled to be indemnified.

The limited liability company agreement of Fibernet Telecommunications of Pennsylvania, LLC provides for the indemnification of members, managers, directors and officers to the fullest extent permitted by Pennsylvania law.

South Carolina

Under Section 33-44-403 of the Uniform Limited Liability Company Act of 1996, a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

The limited liability company agreements of FRC, LLC, Hamptonnet, LLC, PalmettoNet, LLC, SCTG Communications, LLC, SCTG, LLC, South Carolina Net, LLC and South Carolina Telecommunications Group Holdings, LLC provide for the indemnification of members, managers, directors and officers to the fullest extent permitted by South Carolina law.

Virginia

Subject to any restrictions set forth in its organizational documents, Section 13.1-1009(16) of the Virginia Limited Liability Company Act states that a limited liability company may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, and pay for or reimburse any member or manager or other person for reasonable expenses incurred by such a person who is a party to a proceeding in advance of final disposition of the proceeding.

The limited liability company agreements of Cox Virginia Telcom, L.L.C., Lumos Networks 2, LLC, Lumos Networks Acquisitions LLC, Lumos Networks of West Virginia, LLC and Lumos Payroll, LLC provide for the indemnification of members, managers, directors and officers to the fullest extent permitted by Virginia law.

West Virginia

Section 31B-4-403 of the West Virginia Uniform Limited Liability Company Act discusses members' and managers' rights to payments and reimbursement. A limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property. A limited liability company shall reimburse a member for an advance to the company beyond the amount of contribution the member agreed to make. A payment or advance made by a member that gives rise to an obligation of a limited liability company under the West Virginia statute constitutes a loan to the company upon which interest accrues from the date of the payment or advance. A member is not entitled to remuneration for services performed for a limited liability company, except for reasonable compensation for services rendered in winding up the business of the company.

The limited liability company agreements of Lumos Networks LLC and Mountaineer Telecommunications, LLC provide for the indemnification of members, managers, directors and officers to the fullest extent permitted by West Virginia law.

Wyoming

Section 17-29-408 of the Wyoming Limited Liability Company Act permits a Wyoming limited liability company to indemnify any member of a member-manager company or any manager of a manager-managed company for any debt, obligation or other liability incurred by such member or manager in the course of the member's or manager's activities on behalf of the Wyoming limited liability company, if in making the payment or incurring the debt, obligation or other liability, the member or manager was acting within the scope of his or her duties.

The limited liability company agreement of Bresnan Broadband of Wyoming, LLC provides for the indemnification of members, managers, directors and officers to the fullest extent permitted by Wyoming law.

Item 16. Exhibits and Financial Statement Schedules.

Exhibits

Reference is made to the exhibit index filed as part of this Registration Statement.

Financial Statement Schedules

Certain schedules have been omitted because of the absence of the conditions under which they are required or because the information required by such omitted schedules is set forth in the financial statements or the notes thereto.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering; and
- (4) That, for the purpose of determining liability under the Securities Act to any purchaser:
- (i) Each prospectus filed by a registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement;
 - (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and
 - (iii) Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
- (5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities: in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer, or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

INDEX TO EXHIBITS

Exhibit	Description
<u>4.1*</u>	<u>Indenture, dated as of June 27, 1995, among Cox Communications, Inc. and The Bank of New York as Trustee (incorporated by reference to Exhibit 4.5 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026 (File No. 001-33664)).</u>
<u>4.2</u>	<u>Twenty-Third Supplemental Indenture, dated as of August 24, 2026, among Cox Communications, LLC, the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.</u>
4.3*	Indenture, dated as of April 30, 1992 (the “TWCE Indenture”), as amended by the First Supplemental Indenture, dated as of June 30, 1992, among Time Warner Entertainment Company, L.P. (“TWE”), Time Warner Companies, Inc. (“TWCI”), certain of TWCI’s subsidiaries that are parties thereto and The Bank of New York, as Trustee (incorporated herein by reference to Exhibits 10(g) and 10(h) to TWCI’s Current Report on Form 8-K dated June 26, 1992 and filed with the SEC on July 15, 1992 (File No. 1-8637)). (P)
<u>4.4*</u>	<u>Eleventh Supplemental Indenture to the TWCE Indenture, dated as of November 2, 2006, among TWE, TW NY Cable Holding Inc. (“TW NY”), Time Warner Cable Inc. (“TWC”) and The Bank of New York, as Trustee (incorporated herein by reference to Exhibit 99.1 to Time Warner’s Current Report on Form 8-K dated and filed November 2, 2006 (File No. 1-15062)).</u>
<u>4.5*</u>	<u>Twelfth Supplemental Indenture to the TWCE Indenture, dated as of September 30, 2012, among Time Warner Cable Enterprises LLC (“TWCE”), TWC, TW NY, Time Warner Cable Internet Holdings II LLC (“TWC Internet Holdings II”) and The Bank of New York Mellon, as trustee, supplementing the Indenture dated April 30, 1992, as amended (incorporated herein by reference to Exhibit 4.2 to TWC’s Current Report on Form 8-K dated September 30, 2012 and filed with the SEC on October 1, 2012 (File No. 1-33335) (the “TWC September 30, 2012 Form 8-K”).</u>
<u>4.6*</u>	<u>Thirteenth Supplemental Indenture, dated as of May 18, 2016, by and among TWCE, the guarantors party thereto and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by Charter Communications, Inc. on May 24, 2016 (File No. 001-33664)).</u>
<u>4.7*</u>	<u>Twentieth Supplemental Indenture, dated as of August 24, 2026, among TWCE, the guarantors named therein and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026 (File No. 001-33664)).</u>
<u>4.8*</u>	<u>Indenture, dated as of April 9, 2007 (the “TWC Indenture”), among TWC, TW NY, TWE and The Bank of New York, as trustee (incorporated herein by reference to Exhibit 4.1 to TWC’s Current Report on Form 8-K dated April 4, 2007 and filed with the SEC on April 9, 2007 (File No. 1-33335) (the “TWC April 4, 2007 Form 8-K”).</u>
<u>4.9*</u>	<u>Second Supplemental Indenture to the TWC Indenture, dated as of September 30, 2012, among TWC, TW NY, TWCE, TWC Internet Holdings II and The Bank of New York Mellon, as trustee, supplementing the Indenture dated April 9, 2007, as amended (incorporated herein by reference to Exhibit 4.1 to the TWC September 30, 2012 Form 8-K).</u>
<u>4.10*</u>	<u>Third Supplemental Indenture, dated as of May 18, 2016, by and among Time Warner Cable Inc., TWC NewCo LLC and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee (incorporated by reference to Exhibit 4.5 to the Current Report on Form 8-K filed by Charter Communications, Inc. on May 24, 2016 (File No. 001-33664)).</u>
<u>4.11*</u>	<u>Fourth Supplemental Indenture, dated as of May 18, 2016, by and among TWC NewCo LLC, the guarantors party thereto and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee (incorporated by reference to Exhibit 4.6 to the Current Report on Form 8-K filed by Charter Communications, Inc. on May 24, 2016 (File No. 001-33664)).</u>

Exhibit	Description
4.12*	<u>Eleventh Supplemental Indenture, dated as of August 24, 2026, among Time Warner Cable, LLC, the guarantors named therein and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026 (File No. 001-33664)).</u>
4.13*	<u>Indenture, dated as of July 23, 2015, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp. and CCO Safari II, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on July 27, 2015 (File No. 001-33664)).</u>
4.14*	<u>Second Supplemental Indenture, dated as of May 18, 2016, by and among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., CCO Safari II, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on May 24, 2016 (File No. 001-33664)).</u>
4.15*	<u>Indenture, dated as of November 20, 2015, among CCO Holdings, LLC, CCO Holdings Capital Corp. and CCOH Safari, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on November 25, 2015 (File No. 001-33664)).</u>
4.16*	<u>Second Supplemental Indenture, dated as of May 18, 2016, by and among CCO Holdings, LLC, CCO Holdings Capital Corp., CCOH Safari, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on May 24, 2016 (File No. 001-33664)).</u>
4.17*	<u>Indenture, dated as of May 23, 2019, among CCO Holdings, LLC, CCO Holdings Capital Corp. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on May 30, 2019 (File No. 001-33664)).</u>
4.18*	<u>Thirtieth Supplemental Indenture, dated as of August 24, 2026, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., as issuers, CCO Holdings, LLC, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026 (File No. 001-33664)).</u>
4.19*	<u>Collateral Agreement, dated as of May 18, 2016, by Charter Communications Operating, LLC, Charter Communications Operating Capital Corp. and the other grantors party thereto in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed by CCO Holdings, LLC on May 24, 2016 (File No. 001-37789)).</u>
4.20	<u>Collateral Agreement, dated as of August 24, 2026 made by Cox Communications, LLC, the other grantors party thereto and The Bank of New York Mellon Trust Company, N.A. as collateral agent for the holders of the Notes (as defined therein).</u>
4.21*	<u>First Lien Intercreditor Agreement, dated as of May 18, 2016, by and among Charter Communications Operating, LLC, the other grantors party thereto, Bank of America, N.A., as credit agreement collateral agent for the credit agreement secured parties, The Bank of New York Mellon Trust Company, N.A., as notes collateral agent for the indenture secured parties, and each additional agent from time to time party thereto (incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed by CCO Holdings, LLC on May 24, 2016 (File No. 001-37789)).</u>

Exhibit	Description
<u>5.1**</u>	<u>Legal Opinion of Kirkland & Ellis LLP relating to debt securities of Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. (previously filed as Exhibit 5.1 to the Registration Statement)</u>
<u>5.2**</u>	<u>Legal Opinion of Kirkland & Ellis LLP relating to debt securities of CCO Holdings, LLC and CCO Holdings Capital Corp. (previously filed as Exhibit 5.2 to the Registration Statement)</u>
<u>5.3**</u>	<u>Legal Opinion of Kirkland & Ellis LLP relating to debt securities of Charter Communications, Inc. (previously filed as Exhibit 5.3 to the Registration Statement)</u>
<u>5.4</u>	<u>Legal Opinion of Kirkland & Ellis LLP</u>
23.1	Consent of Kirkland & Ellis LLP (included with Exhibits <u>5.1</u> , <u>5.2</u> , <u>5.3</u> and <u>5.4</u>).
<u>23.2**</u>	<u>Consent of KPMG LLP (St. Louis, MO) relating to the audit report on the financial statements of CCO Holdings, LLC and the audit report on the financial statements of Charter Communications, Inc. (previously filed as Exhibit 23.2 to the Registration Statement)</u>
<u>23.3</u>	<u>Consent of Deloitte & Touche LLP</u>
<u>24.1</u>	<u>Powers of Attorney (included on the signature pages of this Form S-3 and incorporated by reference)</u>
<u>25.1</u>	<u>Statement of Eligibility on Form T-1 of The Bank of New York Mellon Trust Company, N.A. with respect to the indenture, dated as of July 23, 2015, among Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. as issuers, the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.</u>
<u>25.2**</u>	<u>Statement of Eligibility on Form T-1 of The Bank of New York Mellon Trust Company, N.A. with respect to the indenture, dated as of May 23, 2019, among CCO Holdings, LLC, CCO Holdings Capital Corp. and CCOH Safari, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee (previously filed as Exhibit 25.2 to the Registration Statement)</u>
25.3***	Statement of Eligibility on Form T-1 of a trustee to be named later with respect to the form indenture of Charter Communications, Inc.
<u>107**</u>	<u>Filing Fee Table (previously filed as Exhibit 107 to the Registration Statement)</u>

* Incorporated by reference and not filed herewith.

** Previously filed.

*** To be filed as a 305 B2 filing at a later date when a trustee is named

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the County of St. Louis, State of Missouri, on October 21, 2026.

CHARTER COMMUNICATIONS OPERATING, LLC
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

CHARTER COMMUNICATIONS OPERATING CAPITAL CORP.,
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

CCO HOLDINGS, LLC
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

CCO HOLDINGS CAPITAL CORP.
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

CHARTER COMMUNICATIONS, INC.
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

**EACH OF THE ADDITIONAL REGISTRANT GUARANTORS
NAMED ON THE TABLE OF ADDITIONAL REGISTRANT
GUARANTORS (OTHER THAN SPECTRUM MOBILE
EQUIPMENT, LLC, COX FLORIDA TELCOM, L.P. AND MTN
INFRASTRUCTURE INTERMEDIATE, LP)**
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

SPECTRUM MOBILE EQUIPMENT, LLC

Registrant

By: /s/ Jeffrey B. Murphy

Jeffrey B. Murphy

Senior Vice President, Corporate Finance and Development

COX FLORIDA TELCOM, L.P.

Registrant

By: /s/ Kevin D. Howard

Kevin D. Howard

Interim Chief Financial Officer

MTN INFRASTRUCTURE INTERMEDIATE, LP

Registrant

By: /s/ Kevin D. Howard

Kevin D. Howard

Interim Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Jamal H. Haughton and Kevin D. Howard, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the SEC, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of each of Charter Communications Operating, LLC, CCO Holdings, LLC and each of the additional Registrant Guarantors named on the Table of Additional Registrant Guarantors (other than Spectrum Mobile Equipment, LLC, Cox Florida Telcom, L.P. and MTN Infrastructure Intermediate, LP).

Signature	Title	Date
<u>/s/ Christopher L. Winfrey</u> Christopher L. Winfrey	President and Chief Executive Officer (Principal Executive Officer)	October 21, 2026
<u>/s/ Kevin D. Howard</u> Kevin D. Howard	Interim Chief Financial Officer (Principal Accounting Officer and Principal Financial Officer)	October 21, 2026
<u>*</u> Charter Communications, Inc.	Manager of Charter Communications Operating, LLC	October 21, 2026
<u>*</u> Charter Communications, Inc.	Manager of CCO Holdings, LLC	October 21, 2026
<u>*</u> Charter Communications, Inc.	Manager of each of the additional Registrant Guarantors named on the Table of Additional Registrant Guarantors (other than Spectrum Mobile Equipment, LLC, Cox Florida Telcom, L.P. and MTN Infrastructure Intermediate, LP)	October 21, 2026

*By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of Spectrum Mobile Equipment, LLC.

Signature	Title	Date
* Danny L. Bowman	President (Principal Executive Officer)	October 21, 2026
/s/ Jeffrey B. Murphy Jeffrey B. Murphy	Senior Vice President, Corporate Finance and Development (Principal Financial Officer)	October 21, 2026
* Jason Schlueter	Vice President, Risk Management and Treasury (Principal Accounting Officer)	October 21, 2026
** Charter Communications, Inc.	Manager of Spectrum Mobile Equipment, LLC	October 21, 2026

*By:

/s/ Jeffrey B. Murphy

Jeffrey B. Murphy

Attorney-in-Fact

**By:

/s/ Kevin D. Howard

Kevin D. Howard

Interim Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Jamal H. Haughton and Kevin D. Howard, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the SEC, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of Cox Florida Telcom, L.P.

Signature	Title	Date
<u>/s/ Christopher L. Winfrey</u> Christopher L. Winfrey	President and CEO (Principal Executive Officer)	October 21, 2026
<u>/s/ Kevin D. Howard</u> Kevin D. Howard	Interim Chief Financial Officer (Principal Accounting Officer and Principal Financial Officer)	October 21, 2026
<u>*</u> CCI Corporate Services, LLC	General Partner of Cox Florida Telcom, L.P.	October 21, 2026

* By: Charter Communications, Inc., as Manager

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Jamal H. Haughton and Kevin D. Howard, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the SEC, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of MTN Infrastructure Intermediate, LP.

Signature	Title	Date
<u>/s/ Christopher L. Winfrey</u> Christopher L. Winfrey	President and CEO (Principal Executive Officer)	October 21, 2026
<u>/s/ Kevin D. Howard</u> Kevin D. Howard	Interim Chief Financial Officer (Principal Accounting Officer and Principal Financial Officer)	October 21, 2026
<u>*</u> MTN Infrastructure Intermediate GP, LLC	General Partner of MTN Infrastructure Intermediate, LP	October 21, 2026

* By: Charter Communications, Inc., as Manager

By: /s/ Kevin D. Howard
Kevin D. Howard
Interim Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of each of Charter Communications Operating Capital Corp. and CCO Holdings Capital Corp.

Signature	Title	Date
* Christopher L. Winfrey	President and Chief Executive Officer (Principal Executive Officer)	October 21, 2026
/s/ Kevin D. Howard Kevin D. Howard	Interim Chief Financial Officer (Principal Accounting Officer and Principal Financial Officer)	October 21, 2026
* Jeffrey B. Murphy	Sole Director of Charter Communications Operating Capital Corp.	October 21, 2026
* Jeffrey B. Murphy	Sole Director of CCO Holdings Capital Corp.	October 21, 2026

*By:

/s/ Kevin D. Howard

Kevin D. Howard

Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of Charter Communications, Inc.

Signature	Title	Date
* Christopher L. Winfrey	President and Chief Executive Officer, Director (Principal Executive Officer)	October 21, 2026
/s/ Kevin D. Howard Kevin D. Howard	Interim Chief Financial Officer (Principal Accounting Officer and Principal Financial Officer)	October 21, 2026
* Eric L. Zinterhofer	Director	October 21, 2026
* W. Lance Conn	Director	October 21, 2026
* Wade Davis	Director	October 21, 2026
* Kim C. Goodman	Director	October 21, 2026
* Steven Miron	Director	October 21, 2026
* Balan Nair	Director	October 21, 2026
* Michael Newhouse	Director	October 21, 2026
* Mauricio Ramos	Director	October 21, 2026
* Carolyn J. Slaski	Director	October 21, 2026

*By:

/s/ Kevin D. Howard

Kevin D. Howard

Attorney-in-Fact

COX COMMUNICATIONS, LLC,

as Issuer

THE GUARANTORS PARTY NAMED ON SCHEDULE I HERETO,

as guarantors

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee and Collateral Agent

TWENTY-THIRD SUPPLEMENTAL INDENTURE

Dated as of August 24, 2026

Supplement to Indenture

Dated as of June 27, 1995

TWENTY-THIRD SUPPLEMENTAL INDENTURE, dated as of the 24th day of August, 2026, between COX COMMUNICATIONS, LLC (formerly known as Cox Communications, Inc.), a limited liability company existing under the laws of the State of Delaware, having its principal executive office located at 12405 Powerscourt Drive, St. Louis, MO 63131 (the “**Company**”), and each of the entities listed on Schedule I and Schedule II hereto (collectively, the “**Guarantors**”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, PA 15262, as trustee (the “**Trustee**”) and as collateral agent (the “**Collateral Agent**”);

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (as amended or supplemented prior to the date hereof, the “**Original Indenture**” and, as amended by this Supplemental Indenture and as it may be amended or supplemented subsequent to the date hereof, the “**Indenture**”), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the “**Debt Securities**”), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Company’s Board of Directors, pursuant to appropriate resolutions of Board of Directors or other applicable governing bodies of the Guarantors, has duly determined to make, execute and deliver to the Trustee, this Supplemental Indenture to the Original Indenture in order to establish the terms of, and to provide for the grant of, full and unconditional guarantees (the “**Guarantees**”) by the Guarantors of the Company’s obligations with respect to its 3.500% Notes due 2027, 6.800% Debentures due 2028, 6.950% Medium Term Notes due 2028, 5.450% Notes due 2028, 1.800% Notes due 2030, 2.600% Notes due 2031, 5.700% Notes due 2033, 5.45% Notes due 2034, 4.800% Notes due 2035, 6.450% Notes due 2036, 6.950% Notes due 2038, 8.375% Notes due 2039, 4.700% Notes due 2042, 4.500% Notes due 2043, 4.600% Notes due 2047, 2.950% Notes due 2050, 3.600% Notes due 2051, 5.800% Notes due 2053 and 5.95% Notes due 2054 each issued pursuant to the Original Indenture (collectively, the “**Notes**”) and the Company’s obligations under the Indenture;

WHEREAS, on May 16, 2025, Charter Communications, Inc., a Delaware corporation (“**Charter**”), Charter Communications Holdings, LLC, and Cox Enterprises, Inc. (“**Cox Enterprise**”) entered into a Transaction Agreement pursuant to which Charter acquired the commercial fiber and managed IT and cloud services businesses of the Company and Cox Enterprise contributed the residential cable business of Cox Communications to Charter Communications Operating, LLC, a Delaware limited liability company and wholly-owned subsidiary of Charter (“**CCO**”) (the “**Transaction**”);

WHEREAS, in connection with the Transaction, CCO and the Company desire to amend and supplement the Original Indenture to (i) add certain subsidies of Charter and certain subsidiaries of the Company as additional guarantors for the Debt Securities and (ii) provide for the grant of security interests in the Collateral for the benefit of the Holders to secure the obligations of the Company and the Guarantors under the Indenture;

WHEREAS, Section 9.01(i) of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to add guarantees with respect to the Debt Securities of any series or to secure the Debt Securities;

WHEREAS, all things necessary to make this Supplemental Indenture a valid, binding and legal agreement of the Company and the Guarantors, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to provide for the Guarantees and the grant of security interests in the Collateral, and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes of an applicable series, as follows:

ARTICLE 1 DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to the Notes and the Guarantees, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

“**Administrative Agent**” means the administrative agent under the Charter Credit Agreement.

“**Charter Credit Agreement**” means the Amended and Restated Credit Agreement, dated as of March 18, 1999, as amended and restated as of April 26, 2019, as amended by Amendment No. 1 on October 24, 2019, as amended by Amendment No. 2 on May 26, 2022, as amended by Amendment No. 3 on February 10, 2023, as amended by Amendment No. 4 on March 23, 2023, as amended by Amendment No. 5 on December 7, 2023, as amended by Amendment No. 6 on December 3, 2024 and as amended by Amendment No. 7 on May 6, 2026, by and among CCO Holdings, LLC, a Delaware limited liability company, as holdings, CCO, as the borrower, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other parties thereto together with the related documents thereto (including any term loans and revolving loans thereunder, any guarantees and security documents), as further amended, extended, renewed, restated, supplemented or otherwise modified (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any agreement (and related document) governing indebtedness incurred to refinance, in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under such credit agreement or a successor credit agreement, whether by the same or any other lender or group of lenders; *provided* that this Supplemental Indenture shall not constitute the Charter Credit Agreement.

“**Collateral**” means all property and assets, whether now owned or hereafter acquired, in which Liens are, from time to time, purported to be granted to secure the Note Obligations pursuant to the Security Documents.

“**Collateral Agent**” means The Bank of New York Mellon Trust Company, N.A. until a successor replaces it and, thereafter, means such successor.

“**Collateral Agreement**” means the Collateral Agreement, dated as of the date hereof by and among the Company, the Collateral Agent and the other grantors party thereto from time to time, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

“**Collateral Release Event**” shall occur on the first date when (A) there is no Equally and Ratably Secured Indebtedness outstanding (or, all Equally and Ratably Secured Indebtedness outstanding on such date shall cease to constitute Equally and Ratably Secured Indebtedness substantially concurrently with the release of the Liens on the Collateral securing the Notes and the Note Guarantees) and (B) the Company has delivered an Officers’ Certificate to the Trustee and the Collateral Agent certifying that the condition set forth in clause (A) above is satisfied.

“**Debt Securities**” has the meaning specified in the first recital hereof.

“**Equally and Ratably Secured Indebtedness**” means all Indebtedness For Borrowed Money of CCO or a Material Subsidiary of CCO that is secured by any Lien on any assets of CCO or any of its Material Subsidiaries that is not a Permitted Lien.

“**Guarantee**” or “**Guarantees**” has the meaning specified in the recitals hereof. “**Guarantor**” has the meaning specified in the first paragraph hereof.

“**Guaranty Agreement**” means a supplemental indenture to the Indenture, in a form reasonably satisfactory to the Trustee, pursuant to which a Guarantor guarantees the Company’s obligations with respect to the Notes on the terms provided for in Article 2.

“**Holder,**” in the case of any Note of a particular series, means the Person in whose name such Note is registered in the Debt Security Register.

“Indebtedness For Borrowed Money” of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all indebtedness of such Person evidenced by bonds, debentures, notes or similar instruments and (c) all Guarantee obligations of such Person with respect to indebtedness of the type described in clauses (a) and (b) above of others. The Indebtedness For Borrowed Money of any Person shall include the Indebtedness For Borrowed Money of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other contractual relationship with such entity, except to the extent the terms of such Indebtedness For Borrowed Money provide that such Person is not liable therefor.

“Note Obligations” means the Obligations as defined in the Collateral Agreement.

“Notes” has the meaning specified in the recitals hereof.

“Secured Parties” means, collectively, the Collateral Agent, the Holders and the Trustee.

“Security Documents” means the Collateral Agreement, and any other mortgages, deeds of trust, deeds to secure debt, security agreements, pledge agreements, agency agreements and other instruments and documents executed and delivered pursuant to the Indenture or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time and pursuant to which Collateral is pledged, assigned or granted to or on behalf of the Collateral Agent for the ratable benefit of the Trustee and the Holders.

“Supplemental Indenture” means this Twenty-Third Supplemental Indenture. **“Termination Date”** shall have the meaning set forth in Section 201(f).

“Trustee” has the meaning specified in the first paragraph hereof.

Section 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

Section 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions, if any, reference is made herein.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Notes of the applicable series, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

ARTICLE 2 GUARANTEE

Section 201 Guarantee.

(a) The Guarantors hereby fully and unconditionally guarantee the Notes of each series and the obligations of the Company thereunder and under the Indenture, and guarantee to each Holder of a Note of such series authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes of such series will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes of such series will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes of such series; and (ii) in case of any extension of time of payment or renewal of any Notes of such series or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantors hereby agree that, in the event of a default in payment of principal (or premium, if any) or interest on an applicable series of Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, a Holder of such Notes of such series, subject to the terms and conditions set forth in the Indenture, directly against the Guarantors to enforce the Guarantee without first proceeding against the Company or any other guarantor. The Guarantors agree that if, after the occurrence and during the continuance of an Event of Default with respect to an applicable series of Notes, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes of such series, to collect interest on the Notes of such series, or to enforce or exercise any other right or remedy with respect to the Notes of such series, the Guarantors will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders. Any term or provision of this Supplemental Indenture to the contrary notwithstanding, the maximum aggregate amount of the obligations guaranteed hereunder by each Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Supplemental Indenture, as it relates to such Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

(c) With respect to an applicable series of Notes, unless and until the Termination Date (as defined herein) has occurred, or the Guarantors shall be released in accordance with Section 204 of this Supplemental Indenture, to the fullest extent permitted by applicable law, the Guarantors shall remain obligated hereunder and the Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes of such series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes of such series, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) To the fullest extent permitted by applicable law, the Guarantors waive diligence, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Company's obligations under any series of Notes and under the Indenture, and any defense arising by reason of any disability or other defense of the Company or the Guarantors with respect to such obligations (other than the defense that the Termination Date has occurred or the Guarantors have been released in accordance with Section 204 of this Supplemental Indenture). The Guarantors understand and agree that this Agreement shall be construed as a continuing, absolute and unconditional guarantee of payment and performance and not merely of collectability, and its Guarantee of a particular series of Notes and the obligations of the Company under the Indenture hereunder shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not the Guarantors have knowledge thereof): (i) the validity, regularity or enforceability of the Notes of such series or the Indenture or the absence of any action to enforce the same, (ii) the recovery of any judgment against the Company or any action to enforce the same, (iii) any renewal, extension or acceleration of, or any increase in the amount of the Company's obligations under such series of Notes and under the Indenture (whether or not any increase is committed, contemplated or provided for by the Indenture or the Notes of such series on the date hereof), (iv) any failure, omission or delay in enforcement (by agreement or otherwise), or the stay or enjoining (by court order, operation of law or otherwise) of the exercise of enforcement, of any claim or demand or any right, power or remedy (whether arising under the Indenture or the Notes of such series, at law, in equity or otherwise) with respect to the Company's obligations under such series of Notes and under the Indenture or (v) any other circumstance whatsoever (with or without notice to or knowledge of the Guarantors) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guarantors under the Guarantee contained in this Article 2, in bankruptcy or in any other instance (in each case, other than the occurrence of the Termination Date or the release of the Guarantors in accordance with Section 204 of this Supplemental Indenture).

(e) The Guarantors further agree that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand (i) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations under an applicable series of Notes guaranteed hereby may be accelerated as provided in Article VI of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Article VI of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee.

(f) Subject to Section 204 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 2 shall remain in full force and effect until all the obligations of the Company under such series of Notes and under the Indenture shall have been satisfied by payment in full (such date, the "**Termination Date**").

(g) The Guarantee by the Guarantors of a series of Notes shall be independent of and shall not be affected by the Guarantee by the Guarantor of any other series of Notes.

(h) For the avoidance of doubt, none of the Guarantors are Guarantors under the Indenture. The guarantee of the Guarantors is granted solely pursuant to and in accordance with the terms set forth in this Article 2.

Section 202 Subrogation. The Guarantors shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantors pursuant to its *Guarantee*; *provided, however*, that if an Event of Default has occurred and is continuing with respect to a series of Notes, the Guarantors shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the applicable series of Notes shall have been paid in full.

Section 203 Reinstatement. Subject to Section 204 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Company's obligations with respect to such series of Notes or the Indenture is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Guarantors, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Guarantors or any substantial part of its property, or otherwise, all as though such payments had not been made.

Section 204 Release of Guarantee. Any Guarantor shall, upon the occurrence of any of the following events, be automatically and unconditionally released and discharged from all obligations with respect to the Notes of an applicable series, the Indenture and the Guarantee of such series of Notes without any action required on the part of the Trustee or any Holder:

(a) upon the occurrence of a Collateral Release Event;

(b) at such time as such Guarantor is either: (i) not an issuer or guarantor of any item of Indebtedness for Borrowed Money (whether by repayment or otherwise) and any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its or (ii) released or relieved as an issuer or guarantor of its obligations of an item of Indebtedness for Borrowed Money (whether by repayment or otherwise) and not an issuer or guarantor of any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its Guarantee);

(c) upon the release by the Administrative Agent of the Guarantee (as defined in the Guarantee and Collateral Agreement (as defined in the Charter Credit Agreement)) of such Guarantor;

(d) upon the consummation of any transaction not prohibited by the Indenture that results in such Guarantor ceasing to be a subsidiary of CCO;

(e) upon any covenant defeasance or legal defeasance with respect to such series of Notes and the Indenture, or upon the discharge of the Company's obligations with respect to such series of Notes and obligations under the Indenture in accordance with its terms;

(f) upon (i) the consolidation or merger by the Company with or into any Person or (ii) the conveyance, transfer or lease of all or substantially all the assets of the Company, in a transaction that complies with the Indenture, such that the Company ceases to be a subsidiary of CCO; or

(g) upon (i) the consolidation or merger by such Guarantor with or into any Person or (ii) the conveyance, transfer or lease of all or substantially all the assets of such Guarantor, such that such Guarantor ceases to be a subsidiary of CCO.

The release of the Guarantors' Guarantee of an applicable series of Notes hereunder shall be independent of and shall not be affected by the release of the Guarantors' Guarantee of any other series of Notes. At the request and sole expense of the Company following any such termination, Collateral Agent shall execute and deliver to the Company such documents as the Company shall reasonably request to evidence such termination.

Section 205 Execution and Delivery. The Guarantors hereby agree that the Guarantee of an applicable series of Notes will remain in full force and effect notwithstanding any failure to endorse on each Note of such series a notation of such Guarantee.

ARTICLE 3 MISCELLANEOUS PROVISIONS

The Trustee and the Collateral Agent make no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture and the Guarantee or the proper authorization or the due execution hereof by the Company or the Guarantor or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company, the Guarantors, the Trustee and the Collateral Agent (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of the Indenture or the Guarantees and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of the Indenture or the Guarantees in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Any such counterparts may be executed manually, electronically or by facsimile.

EACH OF THE COMPANY, THE GUARANTORS, THE TRUSTEE, THE COLLATERAL AGENT AND THE HOLDERS BY ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, “**Applicable Tax Law**”) that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any “gross up” payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, LLC, as Issuer

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

[Signature Page to CCI Supplemental Indenture]

COX COMMUNICATIONS, LLC, as Issuer

By: /s/ Jeffrey B. Murphy

Name: Jeffrey B. Murphy

Title: Authorized Signatory

[Signature Page to CCI Supplemental Indenture]

EACH OF THE GUARANTORS LISTED ON SCHEDULE I HERETO, as
a Guarantor

By: /s/ Jeffrey B. Murphy

Name: Jeffrey B. Murphy

Title: Senior Vice President, Corporate Finance and Development

[Signature Page to CCI Supplemental Indenture]

EACH OF THE GUARANTORS LISTED ON SCHEDULE II HERETO, as
a Guarantor

By: /s/ Jeffrey B. Murphy

Name: Jeffrey B. Murphy

Title: Authorized Signatory

[Signature Page to CCI Supplemental Indenture]

THE BANK OF NEW YORK MELLON TRUST COMPANY N.A., as
Trustee and Collateral Agent

By: /s/ Terence Rawlins

Name: Terence Rawlins

Title: Vice President

[Signature Page to CCI Supplemental Indenture]

Charter Guarantors

CCO Holdings, LLC
Charter Communications Operating, LLC
Charter Communications Operating Capital Corp.
Bresnan Broadband Holdings, LLC
CCO NR Holdings, LLC
Charter Communications ASC, LLC
Charter Communications, LLC
Charter Communications SSC, LLC
Charter Communications VI HoldCo, LLC
Charter Communications VI, L.L.C.
Charter Distribution, LLC
Charter Leasing Holding Company, LLC
Charter Procurement Leasing, LLC
DukeNet Communications, LLC
Spectrum Advanced Services, LLC
Spectrum Gulf Coast, LLC
Spectrum Mid-America, LLC
Spectrum Mobile Equipment, LLC
Spectrum Mobile, LLC
Spectrum New York Metro, LLC
Spectrum NLP, LLC
Spectrum Northeast, LLC
Spectrum Oceanic, LLC
Spectrum Originals Development, LLC
Spectrum Originals, LLC
Spectrum Pacific West, LLC
Spectrum Reach, LLC
Spectrum RSN, LLC
Spectrum Southeast, LLC
Spectrum Sunshine State, LLC
Spectrum TV Essentials, LLC
Spectrum Wireless Holdings, LLC
Time Warner Cable Enterprises LLC
Time Warner Cable, LLC
TWC Administration LLC
TWC Communications, LLC
TWC SEE Holdco LLC

Cox Guarantors

BPRF Holdings, LLC
CB Commercial Devices, LLC
CCI Corporate Services, LLC
CCI Devices, LLC
Cox Advanced Services Arizona, LLC
Cox Advanced Services Arkansas, LLC
Cox Advanced Services California, LLC
Cox Advanced Services Connecticut, LLC
Cox Advanced Services Florida, LLC
Cox Advanced Services Georgia, LLC
Cox Advanced Services Idaho, LLC
Cox Advanced Services Iowa, LLC
Cox Advanced Services Kansas, LLC
Cox Advanced Services Louisiana, LLC
Cox Advanced Services Nebraska, LLC
Cox Advanced Services Nevada, LLC
Cox Advanced Services North Carolina, LLC
Cox Advanced Services Ohio, LLC
Cox Advanced Services Oklahoma, LLC
Cox Advanced Services Rhode Island, LLC
Cox Advanced Services Virginia, LLC
Cox Arizona Telcom, L.L.C.
Cox Arkansas Telcom, L.L.C.
Cox California Telcom, L.L.C.
Cox Colorado Telcom, L.L.C.
Cox Communications Arizona, LLC
Cox Communications California, LLC
Cox Communications EBD Holdings, LLC
Cox Communications Georgia, LLC
Cox Communications Gulf Coast, LLC
Cox Communications Hampton Roads, L.L.C.
Cox Communications Kansas, L.L.C.
Cox Communications Las Vegas, LLC
Cox Communications Louisiana, L.L.C.
Cox Communications Missouri, LLC
Cox Communications NCC, LLC
Cox Communications Omaha, L.L.C.
Cox Communications Tower, LLC
Cox Communications, LLC
Cox Connecticut Telcom, L.L.C.
Cox Florida Telcom, L.P.
Cox HMS, LLC

Cox Horizon Growth, LLC
Cox Idaho Telcom, L.L.C.
Cox Iowa Telcom, L.L.C.
Cox Kansas Telcom, L.L.C.
Cox LAHC, LLC
Cox Media, L.L.C.
Cox Missouri Telcom, LLC
Cox Nebraska Telcom, L.L.C.
Cox Nevada Telcom, L.L.C.
Cox North Carolina Telcom, L.L.C.
Cox Ohio Telcom, L.L.C.
Cox Oklahoma Telcom, L.L.C.
Cox Rhode Island Telcom, L.L.C.
Cox TMI, LLC
Cox Virginia Telcom, L.L.C.
COX WIRELESS ACCESS, LLC
COX/CHARTER MASTER CABLE ADVERTISING, LLC
CoxCom, LLC
Fiber Platform Blocker, LLC
FIBER PLATFORM HOLDINGS, LLC
FIBER PLATFORM, LLC
Hospitality Network Louisiana, L.L.C.
Hospitality Network Pennsylvania, LLC
Hospitality Network, L.L.C.
Logicworks Systems, LLC
RapidScale, LLC
TMI Partner Holdings, LLC
Unite Private Networks-Illinois, L.L.C.
UPN Intermediate Holdings LLC

COLLATERAL AGREEMENT

made by

COX COMMUNICATIONS, LLC

and the other Grantors party hereto from time to time

in favor of

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

Dated as of August 24, 2026

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINED TERMS	1
1.1 Definitions	1
1.2 Other Definitional Provisions	7
SECTION 2. GRANT OF SECURITY INTEREST	7
2.1 Collateral	7
SECTION 3. CERTIFICATED INTERESTS	8
3.1 Pledged Partnership Interests	8
3.2 Pledged LLC Interests	8
SECTION 4. REPRESENTATIONS AND WARRANTIES	8
4.1 Title; No Other Liens	8
4.2 Perfected First Priority Liens	9
4.3 Jurisdiction of Organization	9
4.4 Pledged Securities	9
SECTION 5. COVENANTS	10
5.1 Delivery of Instruments, Certificated Securities and Chattel Paper	10
5.2 [Reserved]	10
5.3 Maintenance of Perfected Security Interest; Further Documentation	10
5.4 Changes in Locations, Name, etc.	10
5.5 Pledged Securities	11
SECTION 6. REMEDIAL PROVISIONS	11
6.1 Investment Property	11
6.2 Proceeds To Be Turned Over to Collateral Agent	12
6.3 Application of Proceeds	13
6.4 Code and Other Remedies	13
6.5 Registration Rights	14
6.6 Deficiency	14
6.7 Certain Matters Relating to Pledged Receivables	15
6.8 Communications with Obligors; Grantors Remain Liable	15
SECTION 7. THE COLLATERAL AGENT	16
7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.	16
7.2 Duty of Collateral Agent	17

7.3	Financing Statements	18
7.4	Authority of Collateral Agent	19
SECTION 8. MISCELLANEOUS		19
8.1	Amendments in Writing	19
8.2	Notices	19
8.3	No Waiver by Course of Conduct; Cumulative Remedies	19
8.4	Enforcement Expenses; Indemnification	20
8.5	Successors and Assigns	20
8.6	Counterparts	20
8.7	Severability	20
8.8	Governmental Approvals	21
8.9	Section Headings	22
8.10	Integration	22
8.11	GOVERNING LAW	23
8.12	Submission to Jurisdiction; Waivers	23
8.13	Acknowledgments	23
8.14	Additional Grantors; Release	24
8.15	WAIVER OF JURY TRIAL	25
8.16	Intercreditor Agreement	25
8.17	Incorporation of Rights	25
SCHEDULES		
Schedule 6	List of Subsidiary Grantors	
ANNEXES		
Annex 1	Form of Assumption Agreement	

COLLATERAL AGREEMENT

COLLATERAL AGREEMENT, dated as of August 24, 2026, made by COX COMMUNICATIONS, LLC, a Delaware limited liability company (the “Issuer” and together with Charter Communications Operating, LLC, a Delaware limited liability company (“CCO”), the entities listed on Schedule 6 hereto and any other entity that may become a party hereto as provided herein, collectively, the “Grantors”, and individually, a “Grantor”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”), for the Holders from time to time of the Notes (as defined below) pursuant to the Indenture, dated as of June 27, 1995 (as amended, supplemented or otherwise modified from time to time, including by the Twenty-Third Supplemental Indenture, dated as of August 24, 2026 (the “Supplemental Indenture”), the “Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank of New York), as trustee (in such capacity, the “Trustee”) and collateral agent.

WITNESSETH:

WHEREAS, the Issuer issued 3.500% Notes due 2027, 6.800% Debentures due 2028, 6.950% Medium Term Notes due 2028, 5.450% Notes due 2028, 1.800% Notes due 2030, 2.600% Notes due 2031, 5.700% Notes due 2033, 5.45% Notes due 2034, 4.800% Notes due 2035, 6.450% Notes due 2036, 6.950% Notes due 2038, 8.375% Notes due 2039, 4.700% Notes due 2042, 4.500% Notes due 2043, 4.600% Notes due 2047, 2.950% Notes due 2050, 3.600% Notes due 2051, 5.800% Notes due 2053 and 5.95% Notes due 2054 each issued pursuant to the Original Indenture (collectively, the “Notes”);

WHEREAS, the Issuer executed and delivered the Indenture, to the Trustee to provide for the future issuance of the Issuer’s debentures, notes, bonds or other evidences of indebtedness, to be issued from time to time in one or more series as might be determined by the Issuer under the Indenture;

WHEREAS, the Issuer and the Grantors have agreed to secure the Obligations under the Notes and the Indenture by granting to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Indenture or the Supplemental Indenture and used herein shall have the meanings given to them in the Indenture or the Supplemental Indenture, as applicable, and the following terms are used herein as defined in the Applicable UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Letter-of-Credit Rights and Supporting Obligations.

(b) The following terms shall have the following meanings:

“Additional Collateral”: all of the following property of the Issuer, CCO or any Subsidiary Grantor, to the extent that a security interest in such property can be perfected by the filing of a Uniform Commercial Code financing statement: all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments, all Intellectual Property, all Inventory, all Investment Property and all other property not otherwise described in this definition.

“Agreement”: this Collateral Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Applicable UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent’s and the Secured Parties’ security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “Applicable UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

“CATV Franchise”: collectively, with respect to CCO and its Subsidiaries, (a) any franchise, license, permit, wire agreement or easement granted by any political jurisdiction or unit or other local, state or federal franchising authority (other than licenses, permits and easements not material to the operations of a CATV System) pursuant to which such Person has the right or license to operate a CATV System and (b) any law, regulation, ordinance, agreement or other instrument or document setting forth all or any part of the terms of any franchise, license, permit, wire agreement or easement described in clause (a) of this definition.

“CATV System”: any cable distribution system owned or acquired by CCO or any of its Subsidiaries which receives audio, video, digital, other broadcast signals or information or telecommunications by cable, optical, antennae, microwave or satellite transmission and which amplifies and transmits such signals to customers of CCO or any of its Subsidiaries.

“CCI” means Charter Communications, Inc., a Delaware corporation, and any successor Person thereto.

“CCO”: as defined in the preamble.

“Charter Group” means the collective reference to the Designated Holding Companies, CCO and its Subsidiaries.

“Collateral”: as defined in Section 2.1.

“Collateral Account”: any collateral account established by the Collateral Agent as provided in Section 7.2.

“Co-Owned TWC IP” means any Patent or Trademark that is jointly owned by TWC and/or one or more other Grantors, on the one hand, and by a Person that is not a member of the Charter Group, on the other hand; provided, that in the event any such Patent or Trademark ceases to be jointly owned by a Person that is not a member of the Charter Group, such Patent or Trademark shall cease to constitute “Co-Owned TWC IP.”

“Designated Holding Companies” means CCI and certain of its subsidiaries that are direct or indirect owners of Equity Interests of CCO, Charter Communications Operating Capital Corp. and CCO Safari II, LLC.

“Equity Interests” means any and all shares, interests, participations or other equivalents (however designated) of equity interests of a corporation, any and all classes of membership interests in a limited liability company, any and all classes of partnership interests in a partnership and any and all other equivalent ownership interests in a Person, and any and all warrants, rights or options to purchase any of the foregoing.

“FCC”: the Federal Communications Commission and any successor thereto.

“FCC License”: any community antenna relay service, broadcast auxiliary license, earth station registration, business radio, microwave or special safety radio service license issued by the FCC pursuant to the Communications Act of 1934, as amended.

“Foreign Subsidiary”: any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

“Foreign Subsidiary Voting Equity Interests”: the voting Equity Interests of any Foreign Subsidiary.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

“Grantor”: as defined in the preamble.

“Indenture Documents”: the Indenture, the Notes, this Agreement, the other Security Documents and any other document made, delivered or given in connection with any of the foregoing to which a Grantor is party that is designated as an Indenture Document.

“Intellectual Property”: the collective reference to all rights, priorities and privileges in and to the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, in each case, whether arising under United States, multinational or foreign laws or otherwise, including the right to receive all proceeds and damages therefrom.

“Intercompany Obligations”: all obligations, whether constituting General Intangibles or otherwise, owing to the Issuer, CCO or any Subsidiary Grantor by any Affiliate of the Issuer or such Subsidiary Grantor.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the Applicable UCC (other than any Foreign Subsidiary Voting Equity Interests excluded from the definition of “Pledged Stock”) and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock.

“License”: as to any Person, any license, permit, certificate of need, authorization, certification, accreditation, franchise, approval, or grant of rights by any Governmental Authority or other Person necessary or appropriate for such Person to own, maintain, or operate its business or property, including FCC Licenses and CATV Franchises.

“Obligations”: the collective reference to the unpaid principal of and, premium and interest, if any, on the Notes and related guarantees and all other obligations and liabilities of the Grantors (including, without limitation, any increase in the aggregate principal amount of the Notes together with any fees and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Grantors, whether or not a claim for such fees or interest are allowed in such proceeding) to the Collateral Agent, the Trustee or any Holder, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Indenture, this Agreement, any Indenture Document or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel that are required to be paid by such Grantor pursuant to the terms of this Agreement or any other Indenture Document).

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 5 (it being understood that oral agreements are not required to be listed on Schedule 5).

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 5, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 5, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Pledged Issuers”: the collective reference to each issuer of any Pledged Securities.

“Pledged LLC Interests”: in each case, whether now existing or hereafter acquired, all of a Grantor’s right, title and interest in and to:

(i) any Pledged Issuer (other than any Non-Recourse Subsidiary) that is a limited liability company, but not any of such Grantor’s obligations from time to time as a holder of interests in any such Pledged Issuer (unless the Collateral Agent or its designee, on behalf of the Collateral Agent, shall elect to become a holder of interests in any such Pledged Issuer in connection with its exercise of remedies pursuant to the terms hereof);

(ii) any and all moneys due and to become due to such Grantor now or in the future by way of a distribution made to such Grantor in its capacity as a holder of interests in any such Pledged Issuer or otherwise in respect of such Grantor's interest as a holder of interests in any such Pledged Issuer;

(iii) any other property of any such Pledged Issuer to which such Grantor now or in the future may be entitled in respect of its interests in any such Pledged Issuer by way of distribution, return of capital or otherwise;

(iv) any other claim or right which such Grantor now has or may in the future acquire in respect of its interests in any such Pledged Issuer;

(v) the organizational documents of any such Pledged Issuer;

(vi) all certificates, options or rights of any nature whatsoever that may be issued or granted by any such Pledged Issuer to such Grantor while this Agreement is in effect; and

(vii) to the extent not otherwise included, all Proceeds of any or all of the foregoing.

"Pledged Notes": any promissory note evidencing loans made by any Grantor to any member of the Charter Group, including in each case without limitation, all promissory notes listed on Schedule 2.

"Pledged Partnership Interests": in each case, whether now existing or hereafter acquired, all of a Grantor's right, title and interest in and to:

(i) any Pledged Issuer (other than any Non-Recourse Subsidiary) that is a partnership, but not any of such Grantor's obligations from time to time as a general or limited partner, as the case may be, in any such Pledged Issuer (unless the Collateral Agent or its designee, on behalf of the Collateral Agent, shall elect to become a general or limited partner, as the case may be, in any such Pledged Issuer in connection with its exercise of remedies pursuant to the terms hereof);

(ii) any and all moneys due and to become due to such Grantor now or in the future by way of a distribution made to such Grantor in its capacity as a general partner or limited partner, as the case may be, in any such Pledged Issuer or otherwise in respect of such Grantor's interest as a general partner or limited partner, as the case may be, in any such Pledged Issuer;

(iii) any other property of any such Pledged Issuer to which such Grantor now or in the future may be entitled in respect of its interests as a general partner or limited partner, as the case may be, in any such Pledged Issuer by way of distribution, return of capital or otherwise;

(iv) any other claim or right which such Grantor now has or may in the future acquire in respect of its general or limited partnership interests in any such Pledged Issuer;

(v) the partnership agreement or other organizational documents of any such Pledged Issuer;

(vi) all certificates, options or rights of any nature whatsoever that may be issued or granted by any such Pledged Issuer to such Grantor while this Agreement is in effect; and

(vii) to the extent not otherwise included, all Proceeds of any or all of the foregoing.

“Pledged Receivables”: the collective reference to all Receivables pledged by any Grantor as Collateral.

“Pledged Securities”: the collective reference to the Pledged Notes and the Pledged Stock, together with the Proceeds thereof.

“Pledged Stock”: the Equity Interests listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Equity Interests with respect to the Issuer, CCO, any Subsidiary Grantor, and of any Person (other than any Non-Recourse Subsidiary) that may be issued or granted to, or held by the Issuer, CCO or any Subsidiary Grantor, while this Agreement is in effect including, in any event, the Pledged LLC Interests and Pledged Partnership Interests.

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the Applicable UCC and, in any event, shall include, without limitation, all dividends, distributions or other income from the Pledged Securities and Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable”: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

“Requirement of Law”: as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Secured Parties”: the collective reference to the Collateral Agent, the Holders and the Trustee.

“Securities Act”: the Securities Act of 1933, as amended.

“Subsidiary Grantor”: any Subsidiary of CCO (other than the Issuer) that is a Grantor.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 5 (it being understood that oral agreements are not required to be listed on Schedule 5).

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 5, and (ii) the right to obtain all renewals thereof.

1.2 Other Definitional Provisions.

(a) The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

(d) All capitalized terms not defined herein shall have the meaning ascribed to them in the Indenture.

SECTION 2. GRANT OF SECURITY INTEREST

2.1 Collateral. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (subject to the last paragraph of this Section 2.1, collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) all Pledged Securities;

(b) all Intercompany Obligations;

(c) all Additional Collateral;

(d) all books and records pertaining to the Collateral; and

(e) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing, all collateral security and guarantees given by any Person with respect to any of the foregoing and any Instruments evidencing any of the foregoing.

Notwithstanding any of the other provisions set forth in any subsection of this Section 2.1 or any other provision of this Agreement, (i) this Agreement shall not constitute a grant of a security interest in, and the Collateral shall not include, (v) any Co-Owned TWC IP, (w) any inten-to-use trademark application to the extent and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein, until such time, if any, as a statement of use is filed and accepted, (x) any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement (including any joint venture, partnership or limited liability company operating agreement, unless the same relates to a Wholly Owned Subsidiary), instrument or other document evidencing or giving rise to such property (including, without limitation, any contractual restriction applicable to any Patent or Trademark that is jointly owned by one or more Grantors, on the one hand, and any Person that is not a member of the Charter Group, on the other hand) except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law (it being understood that, subject to the limitations set forth in this paragraph, it is the intent of the parties that the Collateral include all FCC Licenses, CATV Franchises, the economic value thereof and all Proceeds thereof), (y) any property that is subject to a purchase money security interest permitted by the Indenture for so long as it is subject to such security interest or (z) any Equity Interests or other securities of any Subsidiary of CCO in excess of the maximum amount of such Equity Interests or securities that could be included in the Collateral without creating a requirement pursuant to Rule 3-16 of Regulation S-X under the Securities Act of 1933, as amended, for separate financial statements of such Subsidiary to be included in filings by any member of the Charter Group with the SEC (or any other governmental agency) and (ii) in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Equity Interests of any Foreign Subsidiary constitute Collateral or be required to be pledged hereunder.

SECTION 3. CERTIFICATED INTERESTS

3.1 Pledged Partnership Interests. Concurrently with the delivery to the Collateral Agent of any certificate representing any Pledged Partnership Interests, the relevant Grantor shall, if requested by the Collateral Agent, deliver an undated power covering such certificate, duly executed in blank by such Grantor.

3.2 Pledged LLC Interests. Concurrently with the delivery to the Collateral Agent of any certificate representing any Pledged LLC Interests, the relevant Grantor shall, if requested by the Collateral Agent, deliver an undated power covering such certificate, duly executed in blank by such Grantor.

SECTION 4. REPRESENTATIONS AND WARRANTIES

Each Grantor hereby represents and warrants to the Collateral Agent and each Secured Party that:

4.1 Title; No Other Liens. Except for the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and the other Liens not prohibited to exist on the Collateral by the Indenture, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant licenses to third parties to use Intellectual Property owned or developed by a Grantor. For purposes of this Agreement and the other Indenture Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Each of the Collateral Agent and each Secured Party understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Collateral Agent to utilize, sell, lease or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) constitute valid perfected security interests in all of the Collateral in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens not prohibited by the Indenture.

4.3 Jurisdiction of Organization. On the date hereof, such Grantor's jurisdiction of organization is specified on Schedule 4.

4.4 Pledged Securities. The Equity Interests pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Equity Interests of each Pledged Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Equity Interests, if less, 66% of the outstanding Foreign Subsidiary Voting Equity Interests of each relevant Pledged Issuer.

(a) Except with respect to Pledged Stock from time to time constituting an immaterial portion of the Collateral, all the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(b) None of the Pledged LLC Interests or Pledged Partnership Interests constitutes a security under Section 8-103 of the Applicable UCC or the corresponding code or statute of any other applicable jurisdiction.

(c) Except with respect to Pledged Notes from time to time constituting an immaterial portion of the Collateral, each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and the implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and any Liens not prohibited by the Indenture.

SECTION 5. COVENANTS

Each Grantor covenants and agrees that, from and after the date of this Agreement until the Obligations shall have been paid in full or the relevant Collateral has been released in accordance with Section 8.14:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper with a face value of \$25,000,000 or more, such Instrument, Certificated Security or Chattel Paper shall be promptly delivered to the Collateral Agent, duly indorsed, to be held as Collateral pursuant to this Agreement.

5.2 [Reserved].

5.3 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall take all reasonable and necessary actions to maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Collateral Agent and the Holders from time to time statements and schedules further identifying and describing the assets and property of such Grantor constituting, or intended to constitute, Collateral and such other reports in connection therewith as the Collateral Agent may reasonably request, all in reasonable detail.

(c) The Grantors shall at all times ensure that the Collateral Agent, for the benefit of the Secured Parties, has a perfected security interest in the Collateral to the same extent as all Equally and Ratably Secured Indebtedness.

5.4 Changes in Locations, Name, etc. Such Grantor will not, except upon prior written notice to the Collateral Agent:

(a) change its jurisdiction of organization; or

(b) change its name to such an extent that any financing statement filed by the Collateral Agent in connection with this Agreement would become seriously misleading; unless, within 30 days of the taking of any such actions, such Grantor delivers to the Collateral Agent notice of such change and evidence that all steps necessary to maintain the validity, perfection and priority of the security interests provided for herein have been taken.

5.5 Pledged Securities.

(a) If such Grantor shall become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Equity Interests of any Pledged Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Collateral Agent and the Holders, hold the same in trust for the Collateral Agent and the Holders, and, with respect to Pledged Stock constituting securities under and as defined in Section 8-103 of the Applicable UCC, deliver the same forthwith to the Collateral Agent in the exact form received, duly indorsed by such Grantor to the Collateral Agent, if required, together with an undated power covering such certificate duly executed in blank by such Grantor, to be held by the Collateral Agent, subject to the terms hereof, as additional collateral security for the Obligations. During the continuance of an Event of Default, after written notice from the Collateral Agent, any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Pledged Issuer shall be paid over to the Collateral Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Pledged Issuer or pursuant to the reorganization thereof, the property so distributed shall be delivered to the Collateral Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor, during the continuance of an Event of Default, after notice from the Collateral Agent, such Grantor shall, until such money or property is paid or delivered to the Collateral Agent, hold such money or property in trust for the Holders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) No Grantor shall (i) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof (except pursuant to a transaction not prohibited by the Indenture), (ii) create, incur or permit to exist any Lien, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or Liens not prohibited under the Indenture or (iii) enter into any agreement or undertaking restricting, directly or indirectly, the right or ability of the Collateral Agent to sell, assign or transfer any of the Pledged Securities hereunder or Proceeds thereof.

(c) In the case of each Grantor which is a Pledged Issuer, such Pledged Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.1(c) and 6.5 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.1(c) or 6.5 with respect to the Pledged Securities issued by it.

SECTION 6. REMEDIAL PROVISIONS

6.1 Investment Property.

(a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.1(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, to the extent not prohibited by the Indenture, and to exercise all voting and organizational rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or right exercised or other action taken which would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Indenture, this Agreement or any other Indenture Document.

(b) If an Event of Default shall occur and be continuing and the Collateral Agent shall give written notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order specified in Section 6.3, and (ii) any or all of the Pledged Securities shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may but is under no obligation to thereafter exercise (x) all voting, organizational and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Pledged Issuer or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the organizational structure of any Pledged Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may determine), all without liability except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Pledged Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Collateral Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Pledged Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Collateral Agent.

6.2 Proceeds To Be Turned Over to Collateral Agent. In addition to the rights of the Collateral Agent and the Holders specified in Section 6.7 with respect to payments of Pledged Receivables, if an Event of Default shall occur and be continuing, following written notice from the Collateral Agent, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Collateral Agent and the Holders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Collateral Agent and the Holders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.3.

6.3 Application of Proceeds. At such intervals as may be agreed upon by the Issuer and the Collateral Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Collateral Agent's election, the Collateral Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account in payment of the Obligations in the order specified in the Indenture, and any part of such funds which the Collateral Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Collateral Agent to the Issuer or as a court of competent jurisdiction shall direct. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, shall be paid over to the Issuer or as a court of competent jurisdiction shall direct.

6.4 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Applicable UCC or any other applicable law. Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or, to the extent permitted by law, private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Collateral Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.4, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Collateral Agent may elect, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the Applicable UCC, need the Collateral Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Collateral Agent or any other Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.5 Registration Rights.

(a) If the Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.4, and it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Pledged Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Pledged Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its reasonable best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Pledged Issuer to comply with the provisions of the securities or “Blue Sky” laws of any and all jurisdictions which the Collateral Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may by reason of such prohibitions be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Pledged Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Pledged Issuer would agree to do so.

(c) Each Grantor agrees to use its reasonable best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.5 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.5 will cause irreparable injury to the Collateral Agent and the other Secured Parties, that the Collateral Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.5 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Indenture.

6.6 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Collateral Agent or any other Secured Party to collect such deficiency.

6.7 Certain Matters Relating to Pledged Receivables. The Collateral Agent hereby authorizes each Grantor pledging Receivables hereunder to collect such Grantor's Pledged Receivables, provided that the Collateral Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. At any time after the occurrence and during the continuance of an Event of Default, after written notice to such Grantor from the Collateral Agent, any payments of Pledged Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 6.3, and (ii) until so turned over, shall be held by such Grantor in trust for the Collateral Agent and the other Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Pledged Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

6.8 Communications with Obligors; Grantors Remain Liable.

(a) The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Pledged Receivables to verify with them the existence, amount and terms of any Receivables.

(b) Upon the written request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Pledged Receivables that the Pledged Receivables have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor pledging Receivables shall remain liable under each of the Pledged Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any other Secured Party of any payment relating thereto, nor shall the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

SECTION 7. THE COLLATERAL AGENT

7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Pledged Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Pledged Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's and the other Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.4 or 6.5, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (7) assign any Patent or Trademark (along with the goodwill of the business to which any such Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do; and

- (vi) exercise any of the Collateral Agent's rights pursuant to Section 6.9.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice of its intent to exercise its rights under this Section 7.1(a).

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, after prior notice to such Grantor, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on the Notes under the Indenture, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Collateral Agent.

(a) The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Applicable UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. Beyond the exercise of reasonable care in the custody thereof, the Collateral Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent in good faith. Neither the Collateral Agent, any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the other Secured Parties hereunder are solely to protect the Collateral Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any other Secured Party to exercise any such powers. The Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers. The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act in good faith on its part hereunder, nor be responsible for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Company to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

(b) The Collateral Agent shall hold (directly or through co-trustees or agents), and will be entitled to enforce, all Liens on the Collateral created by the Security Documents. Except as provided herein, the Collateral Agent shall not be obligated:

- (i) to act upon directions purported to be delivered to it by any Person;
- (ii) to foreclose upon or otherwise enforce any Lien; or
- (iii) to take any other action whatsoever with regard to any or all of the Security Documents, the Liens created thereby or the Collateral.

7.3 Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Collateral Agent may deem appropriate to perfect the security interests of the Collateral Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Each Grantor authorizes the Collateral Agent to use the collateral description "all personal property" in any such financing statements. Notwithstanding the foregoing authorizations, in no event shall the Collateral Agent be obligated to prepare or file any financing statements whatsoever, or to maintain the perfection of the security interest granted hereunder. Each Grantor agrees to prepare, record and file, at its own expense, financing statements (and continuation statements when applicable) with respect to the Collateral now existing or hereafter created meeting the requirements of applicable state law in such manner and in such jurisdictions as are necessary to perfect and maintain perfected the Collateral, and to deliver a file stamped copy of each such financing statement or other evidence of filing to the Collateral Agent. Neither the Trustee nor the Collateral Agent shall be under any obligation whatsoever to file any such financing or continuation statements or to make any other filing under the UCC in connection with this Agreement.

7.4 Authority of Collateral Agent.

(a) Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the other Secured Parties, be governed by the Indenture and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and each Grantor, the Collateral Agent shall be conclusively presumed to be acting as agent for the other Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

(b) Each Holder consents and agrees to the terms of the Security Documents (including, without limitation, the provisions providing for foreclosure and release of Collateral), as the same may be in effect or may be amended from time to time in accordance with their terms and authorizes and appoints The Bank of New York Mellon Trust Company, N.A. as the Trustee and the Collateral Agent (and each successor Trustee and Collateral Agent), and each Holder authorizes and directs the Trustee and the Collateral Agent to enter into the Security Documents and to perform its obligations and exercise its rights thereunder in accordance with respect to the provisions thereof. The Holders consent and agree to be bound by the terms of the Security Documents, as the same may be in effect from time to time, and agree to perform their obligations thereunder in accordance therewith.

7.5 Certain Rights of the Trustee Enforceable by the Collateral Agent. The rights,

privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee, in each of its capacities hereunder, including, without limitation, as Collateral Agent, and each agent, custodian and other Person employed to act hereunder.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may

be waived, amended, supplemented or otherwise modified except in accordance with Article 9 of the Indenture, as if Article 9 of the Indenture included reference to this Agreement, mutatis mutandis.

8.2 Notices. All notices, requests and demands to or upon the Collateral Agent or any

Grantor hereunder shall be addressed to the Collateral Agent or such Grantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Collateral Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification.

(a) Each Grantor agrees, jointly and severally, to pay or reimburse the Collateral Agent for all its costs and expenses incurred in enforcing or preserving any rights under this Agreement and the other Indenture Documents to which such Grantor is a party, including, without limitation, the reasonable and documented fees and disbursements of one firm of counsel (together with any special and local counsel) to the Collateral Agent to the extent the Issuer would be required to do so pursuant to the Indenture.

(b) Each Grantor agrees, jointly and severally, to pay, and to save the Collateral Agent and the other Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral to the extent the Issuer would be required to do so pursuant to the Indenture.

(c) Each Grantor agrees, jointly and severally, to pay, and to save the Collateral Agent harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Collateral Agent as determined in a final judgment by a court of competent jurisdiction, to the extent the Issuer would be required to do so pursuant to the Indenture.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Indenture and the other Indenture Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Collateral Agent and the other Secured Parties and their successors and assigns; provided that no Grantor or Guarantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent.

8.6 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

8.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.8 Governmental Approvals.

(a) Notwithstanding anything herein to the contrary, this Agreement, the other Indenture Documents and the transactions contemplated hereby and thereby, prior to the exercise of any rights and remedies provided in this Agreement or the other Indenture Documents, including, without limitation, voting the Pledged Securities or a foreclosure of the security interest granted under this Agreement, except to the extent not prohibited by applicable Requirements of Law, (i) do not and will not constitute, create, or have the effect of constituting or creating, directly or indirectly, actual or practical ownership of CCO or any Subsidiary of CCO by the Collateral Agent or the other Secured Parties, or control, affirmative or negative, direct or indirect, by the Collateral Agent or the other Secured Parties over the management or any other aspect of the operation of CCO or any Subsidiary of CCO, which ownership and control remains exclusively and at all times in CCO and such Subsidiary, and (ii) do not and will not constitute the transfer, assignment, or disposition in any manner, voluntarily or involuntarily, directly or indirectly, of any License at any time issued to CCO or any Subsidiary of CCO, or the transfer of control of CCO or any Subsidiary of CCO, including, without limitation, within the meaning of Section 310(d) of the Communications Act of 1934, as amended.

(b) Notwithstanding any other provision of this Agreement, any foreclosure on, sale, transfer or other disposition of, or the exercise of any right to vote or consent with respect to, any of the Pledged Securities, as provided herein, or any other action taken or proposed to be taken by the Collateral Agent hereunder which would affect the operational, voting or other control of CCO or any Subsidiary of CCO, shall be in accordance with applicable Requirements of Law.

(c) Notwithstanding anything to the contrary contained in this Agreement or in any other Indenture Document, the Secured Parties shall not, without first obtaining the approval of the FCC or any other applicable Governmental Authority, take any action pursuant to this Agreement which would constitute or result in, or be deemed to constitute or result in, any assignment of a License, including, without limitation, any CATV Franchise of CCO or any Subsidiary of CCO, or any change of control of CCO or any Subsidiary of CCO, if such assignment or change in control would require, under then existing Requirements of Law (including the written rules and regulations promulgated by the FCC), the prior approval of the FCC or such other Governmental Authority.

(d) If the consent of the FCC or any other Governmental Authority is required in connection with any of the actions which may be taken by the Collateral Agent in the exercise of its rights under this Agreement or any of the other Indenture Documents during the continuance of an Event of Default, then CCO, at its sole cost and expense, shall use its reasonable best efforts to secure such consent and to cooperate fully with the Collateral Agent to secure such consent. Upon the exercise by the Collateral Agent of any power, right, privilege or remedy pursuant to this Agreement during the continuance of an Event of Default which requires any consent, approval, recording, qualification or authorization of the FCC or any other Governmental Authority or instrumentality, CCO will promptly prepare, execute, deliver and file, or will promptly cause the preparation, execution, delivery and filing of, all applications, certificates, instruments and other documents and papers that may be deemed necessary or advisable to obtain such governmental consent, approval, recording, qualification or authorization including, without limitation, the assignor's or transferor's portion of any application or applications for consent to the assignment of license necessary or appropriate under the rules and regulations of the FCC or any other Governmental Authority for approval of any sale, transfer or assignment to the Collateral Agent or any other Person of the Pledged Securities. Subject to the provisions of applicable law, if CCO fails or refuses to execute, or fails or refuses to cause another Person to execute, such documents, the Collateral Agent, as attorney-in-fact for CCO appointed pursuant to Section 7.1, or the clerk of any court of competent jurisdiction, may execute and file the same on behalf of CCO. In addition to the foregoing, during the continuance of an Event of Default, CCO agrees to take, or cause to be taken, any action which may be deemed necessary or advisable in order to obtain and enjoy the full rights and benefits granted to the other Secured Parties or the Collateral Agent by this Agreement and any other instruments or agreements executed pursuant hereto, including, without limitation, at CCO's cost and expense, the exercise of CCO's best efforts to cooperate in obtaining FCC or other governmental approval of any action or transaction contemplated by this Agreement or any other instrument or agreement executed pursuant hereto which is then required by law.

(e) CCO recognizes that the authorizations, permits and licenses held by CCO or any of its Subsidiaries are unique assets which may have to be assigned or transferred in order for the other Secured Parties to realize the value of the security interests granted to the Collateral Agent. CCO further recognizes that a violation of this Section 8.8 could result in irreparable harm to the Secured Parties for which monetary damages are not readily ascertainable. Therefore, in addition to any other remedy which may be available to the Collateral Agent and other Secured Parties at law or in equity, the Collateral Agent and the other Secured Parties shall have the remedy of specific performance of the provisions of this Section 8.8. To enforce the provisions of this Section 8.8, the Collateral Agent is authorized to request the consent or approval of the FCC or other Governmental Authority to a voluntary or an involuntary assignment or transfer of control of any authorization, permit or license. In connection with the exercise of its remedies under this Agreement or under any of the other Indenture Documents, the Collateral Agent may obtain the appointment of a Collateral Agent or receiver to assume, upon receipt of all necessary judicial, FCC or other Governmental Authority consents or approvals, the control of any Person, subject to compliance with applicable Requirements of Law. Such Collateral Agent or receiver shall have all rights and powers provided to it by law or by court order or provided to the Collateral Agent under this Agreement.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Indenture Documents represent the agreement of each Grantor, the Collateral Agent and the other Secured Parties with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Collateral Agent or any other Secured Party relative to the subject matter hereof and thereof not expressly set forth or referred to herein or in the other Indenture Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission to Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Indenture Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof, in each case located in the Borough of Manhattan in the City of New York;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Indenture Documents to which it is a party;

(b) neither the Collateral Agent nor any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Indenture Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent and other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Indenture Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

8.14 Additional Grantors; Release.

(a) Any Subsidiary of CCO may become a party to this Agreement for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

(b) The Liens on the Collateral shall be automatically released:

(i) with respect to any series of Notes, in whole, upon payment in full of the principal of, accrued and unpaid interest and premium, if any, on the Notes of such series;

(ii) with respect to any series of Notes, in whole, upon satisfaction and discharge of the Indenture with respect to such Notes pursuant to Article XI of the Indenture;

(iii) with respect to any series of Notes, in whole, upon a legal defeasance or covenant defeasance with respect to such Notes as set forth under Article XI of the Indenture ;

(iv) as to any property or asset constituting Collateral that is sold or otherwise disposed of by any Grantor in a transaction not prohibited by the Indenture at the time of such sale or disposition;

(v) as to any property or assets constituting Collateral owned by a Guarantor (as defined in the Indenture) that is released from its Note Guarantee in accordance with the Indenture;

(vi) with respect to any series of Notes, in whole or in part, with the consent of Holders of the requisite percentage of Notes of such series in accordance with Article IX of the Indenture ;

(vii) to the extent required in accordance with the applicable provisions of the Security Documents and the Intercreditor Agreement; and

(viii) upon release of any Liens by the Administrative Agent on any asset securing the Obligations (as defined in the Charter Credit Agreement) in respect of Loans (as defined in the Charter Credit Agreement), Letters of Credit (as defined in the Charter Credit Agreement), interest, fees, expenses and other amounts due under the Charter Credit Agreement and constituting Collateral hereunder.

Upon compliance by the Issuer with the conditions precedent set forth above, and delivery to the Collateral Agent of an Officers' Certificate and Opinion of Counsel, the Collateral Agent shall promptly execute and deliver such documents and other instruments and authorize the making of such filings and registrations as may be necessary, requested and provided by the Issuer to evidence the release and re-conveyance to the Issuer or the applicable Grantor of the applicable Collateral.

Any certificate or opinion required by Section 314(d) of the Trust Indenture Act in connection with obtaining the release of Collateral may be made by an Officer of the Issuer, except in cases where Section 314(d) requires that such certificate or opinion be made by an independent engineer, appraiser or other expert.

Notwithstanding anything herein to the contrary, the Grantors will not be required to comply with all or any portion of Section 314(d) of the Trust Indenture Act if they determine in good faith, based on the advice of counsel, that under the terms of that section and/or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including “no action” letters or exemptive orders, all or the relevant portion of Section 314(d) of the Trust Indenture Act is inapplicable to the released Collateral.

At such time as the Liens securing the Obligations are released in whole as provided in this Section 8.14(b), the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors.

8.15 WAIVER OF JURY TRIAL. THE COLLATERAL AGENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER INDENTURE DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

8.16 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens on any Collateral granted to the Collateral Agent pursuant to this Agreement, and the exercise of any right or remedy by the Collateral Agent with respect to any such Collateral, are subject to the provisions of the Intercreditor Agreement, and the Holders, by acceptance of the benefits hereunder, (i) acknowledges that it has received and reviewed the Intercreditor Agreement,¹ (ii) authorizes and directs the Trustee and the Collateral Agent to enter into (or join) the Intercreditor Agreement and to perform its obligations and exercise its rights thereunder in accordance with respect to the provisions thereof and agrees the Intercreditor Agreement shall constitute the legal and binding obligation of the Trustee and/or Collateral Agent, as applicable, enforceable against such Person, and (iii) accepts and agrees to be bound by the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement in effect at such time and the terms of this Agreement, the terms of Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, so long as the Intercreditor Agreement is effective, any requirement hereunder to deliver any Shared Collateral (as such term is defined in the Intercreditor Agreement) or the proceeds thereof to the Collateral Agent shall be deemed satisfied by delivery of such Shared Collateral to the Applicable Authorized Representative (as such term is defined in the Intercreditor Agreement).

8.17 Incorporation of Rights. The rights, privileges and immunities of the Trustee in the Indenture are hereby incorporated by reference and extended to the Collateral Agent in this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Collateral Agreement to be duly executed and delivered as of the date first above written.

COX COMMUNICATIONS, LLC, as Grantor

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

CHARTER COMMUNICATIONS OPERATING, LLC, as Grantor

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

THE SUBSIDIARY GRANTORS NAMED ON SCHEDULE 6 HERETO, as Grantors

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

[Signature Page to Collateral Agreement]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A, as
Collateral Agent

By: /s/ Trence Rawlins
Name: Trence Rawlins
Title: Vice President

[Signature Page to Collateral Agreement]

SUBSIDIARY GRANTORS

1. BPRF Holdings, LLC, a Delaware limited liability company
2. CB Commercial Devices, LLC, a Delaware limited liability company
3. CCI Corporate Services, LLC, a Delaware limited liability company
4. CCI Devices, LLC, a Delaware limited liability company
5. Cox Advanced Services Arizona, LLC, a Delaware limited liability company
6. Cox Advanced Services Arkansas, LLC, a Delaware limited liability company
7. Cox Advanced Services California, LLC, a Delaware limited liability company
8. Cox Advanced Services Connecticut, LLC, a Delaware limited liability company
9. Cox Advanced Services Florida, LLC, a Delaware limited liability company
10. Cox Advanced Services Georgia, LLC, a Delaware limited liability company
11. Cox Advanced Services Idaho, LLC, a Delaware limited liability company
12. Cox Advanced Services Iowa, LLC, a Delaware limited liability company
13. Cox Advanced Services Kansas, LLC, a Delaware limited liability company
14. Cox Advanced Services Louisiana, LLC, a Delaware limited liability company
15. Cox Advanced Services Nebraska, LLC, a Delaware limited liability company
16. Cox Advanced Services Nevada, LLC, a Delaware limited liability company
17. Cox Advanced Services North Carolina, LLC, a Delaware limited liability company
18. Cox Advanced Services Ohio, LLC, a Delaware limited liability company
19. Cox Advanced Services Oklahoma, LLC, a Delaware limited liability company
20. Cox Advanced Services Rhode Island, LLC, a Delaware limited liability company
21. Cox Advanced Services Virginia, LLC, a Delaware limited liability company
22. Cox Arizona Telcom, L.L.C., a Delaware limited liability company
23. Cox Arkansas Telcom, L.L.C., a Delaware limited liability company
24. Cox California Telcom, L.L.C., a Delaware limited liability company
25. Cox Colorado Telcom, L.L.C., a Delaware limited liability company
26. Cox Communications Arizona, LLC, a Delaware limited liability company
27. Cox Communications California, LLC, a Delaware limited liability company
28. Cox Communications EBD Holdings, LLC, a Delaware limited liability company
29. Cox Communications Georgia, LLC, a Delaware limited liability company
30. Cox Communications Gulf Coast, LLC, a Delaware limited liability company
31. Cox Communications Hampton Roads, L.L.C., a Delaware limited liability company
32. Cox Communications Kansas, L.L.C., a Delaware limited liability company
33. Cox Communications Las Vegas, LLC, a Delaware limited liability company
34. Cox Communications Louisiana, L.L.C., a Delaware limited liability company
35. Cox Communications Missouri, LLC, a Delaware limited liability company
36. Cox Communications NCC, LLC, a Delaware limited liability company
37. Cox Communications Omaha, L.L.C., a Delaware limited liability company
38. Cox Communications Tower, LLC, a Delaware limited liability company
39. Cox Communications, LLC, a Delaware limited liability company
40. Cox Connecticut Telcom, L.L.C., a Delaware limited liability company
41. Cox Florida Telcom, L.P., a Delaware limited partnership
42. Cox HMS, LLC, a Delaware limited liability company
43. Cox Horizon Growth, LLC, a Delaware limited liability company
44. Cox Idaho Telcom, L.L.C., a Delaware limited liability company
45. Cox Iowa Telcom, L.L.C., a Delaware limited liability company

- 46. Cox Kansas Telcom, L.L.C., a Delaware limited liability company
- 47. Cox LAHC, LLC, a Delaware limited liability company
- 48. Cox Media, L.L.C., a Delaware limited liability company
- 49. Cox Missouri Telcom, L.L.C., a Delaware limited liability company
- 50. Cox Nebraska Telcom, L.L.C., a Delaware limited liability company
- 51. Cox Nevada Telcom, L.L.C., a Delaware limited liability company
- 52. Cox North Carolina Telcom, L.L.C., a Delaware limited liability company
- 53. Cox Ohio Telcom, L.L.C., a Delaware limited liability company
- 54. Cox Oklahoma Telcom, L.L.C., a Delaware limited liability company
- 55. Cox Rhode Island Telcom, L.L.C., a Delaware limited liability company
- 56. Cox TMI, LLC, a Delaware limited liability company
- 57. Cox Virginia Telcom, L.L.C., a Virginia limited liability company
- 58. COX WIRELESS ACCESS, LLC, a Delaware limited liability company
- 59. COX/CHARTER MASTER CABLE ADVERTISING, LLC, a Delaware limited liability company
- 60. CoxCom, LLC, a Delaware limited liability company
- 61. Fiber Platform Blocker, LLC, a Delaware limited liability company
- 62. FIBER PLATFORM HOLDINGS, LLC, a Delaware limited liability company
- 63. FIBER PLATFORM, LLC, a Delaware limited liability company
- 64. Hospitality Network Louisiana, L.L.C., a Delaware limited liability company
- 65. Hospitality Network Pennsylvania, LLC, a Delaware limited liability company
- 66. Hospitality Network, L.L.C., a Delaware limited liability company
- 67. Logiworks Systems, LLC, a Delaware limited liability company
- 68. RapidScale, LLC., a California limited liability company
- 69. TMI Partner Holdings, LLC, a Delaware corporation
- 70. Unite Private Networks-Illinois, L.L.C. a Delaware limited liability company
- 71. UPN Intermediate Holdings LLC, a Delaware limited liability company
- 72. Bresnan Broadband Holdings, LLC, a Delaware limited liability company
- 73. CCO NR Holdings, LLC, a Delaware limited liability company
- 74. Charter Communications, LLC, a Delaware limited liability company
- 75. Charter Communications ASC, LLC, a Delaware limited liability company
- 76. Charter Communications Operating Capital Corp., a Delaware corporation
- 77. Charter Communications SSC, LLC, a Delaware limited liability company
- 78. Charter Communications VI, L.L.C. , a Delaware limited liability company
- 79. Charter Communications VI HoldCo, LLC, a Delaware limited liability company
- 80. Charter Distribution, LLC, a Delaware limited liability company
- 81. Charter Leasing Holding Company, LLC, a Delaware limited liability company
- 82. Charter Procurement Leasing, LLC, a Delaware limited liability company
- 83. DukeNet Communications, LLC, a Delaware limited liability company
- 84. Spectrum Advanced Services, LLC, a Delaware limited liability company
- 85. Spectrum Gulf Coast, LLC, a Delaware limited liability company
- 86. Spectrum Mid-America, LLC, a Delaware limited liability company
- 87. Spectrum Mobile Equipment, LLC, a Delaware limited liability company
- 88. Spectrum Mobile, LLC, a Delaware limited liability company
- 89. Spectrum New York Metro, LLC, a Delaware limited liability company
- 90. Spectrum Northeast, LLC, a Delaware limited liability company
- 91. Spectrum NLP, LLC, a Delaware limited liability company

- 92. Spectrum Oceanic, LLC, a Delaware limited liability company
- 93. Spectrum Originals Development, LLC, a Delaware limited liability company
- 94. Spectrum Originals, LLC, a Delaware limited liability company
- 95. Spectrum Pacific West, LLC, a Delaware limited liability company
- 96. Spectrum Reach, LLC, a Delaware limited liability company
- 97. Spectrum RSN, LLC, a Delaware limited liability company
- 98. Spectrum Southeast, LLC, a Delaware limited liability company
- 99. Spectrum Sunshine State, LLC, a Delaware limited liability company
- 100. Spectrum TV Essentials, LLC, a Delaware limited liability company
- 101. Spectrum Wireless Holdings, LLC, a Delaware limited liability company
- 102. Time Warner Cable Enterprises LLC, a Delaware limited liability company
- 103. Time Warner Cable, LLC, a Delaware limited liability company
- 104. TWC Administration LLC, a Delaware limited liability company
- 105. TWC Communications, LLC, a Delaware limited liability company
- 106. TWC SEE Holdco LLC, a Delaware limited liability company

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Collateral Agreement, dated as of August [], 2026 (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”), made by the Grantors party thereto for the benefit of [], as Collateral Agent. The undersigned agrees for the benefit of the Collateral Agent and the other Secured Parties as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) of the Agreement.
3. The terms of Sections 6.1(c) and 6.5 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.1(c) or 6.5 of the Agreement.

[NAME OF PLEDGED ISSUER]

By: _____
Name:
Title:

Address for Notices:

Fax:

ASSUMPTION AGREEMENT, dated as of [], 20[], made by _____, a _____ (the “Additional Grantor”), in favor of [], as Collateral Agent (in such capacity, the “Collateral Agent”), for the Holders pursuant to the indenture, dated as of June 27, 1995 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), between Cox Communications, LLC, a Delaware limited liability company (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., as Trustee and as Collateral Agent. All capitalized terms not defined herein shall have the meaning ascribed to them in the Indenture.

W I T N E S S E T H :

WHEREAS, the Issuer issued 3.500% Notes due 2027, 6.800% Debentures due 2028, 6.950% Medium Term Notes due 2028, 5.450% Notes due 2028, 1.800% Notes due 2030, 2.600% Notes due 2031, 5.700% Notes due 2033, 5.45% Notes due 2034, 4.800% Notes due 2035, 6.450% Notes due 2036, 6.950% Notes due 2038, 8.375% Notes due 2039, 4.700% Notes due 2042, 4.500% Notes due 2043, 4.600% Notes due 2047, 2.950% Notes due 2050, 3.600% Notes due 2051, 5.800% Notes due 2053 and 5.95% Notes due 2054 each issued pursuant to the Original Indenture (collectively, the “Notes”);

WHEREAS, the Issuer executed and delivered the Indenture to the Trustee to provide for the future issuance of the Issuer’s debentures, notes, bonds or other evidences of indebtedness, to be issued from time to time in one or more series as might be determined by the Issuer under the Indenture;

WHEREAS, in connection with the Indenture, the Issuer and certain of its Subsidiaries have entered into the Collateral Agreement, dated as of August [], 2026 (as further amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Indenture requires the Additional Grantor to become a party to the Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Collateral Agreement, hereby becomes a party to the Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in the Schedules to the Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date (except for any representation and warranty that is made as of a specified earlier date, in which case such representation and warranty shall have been true and correct in all material respects as of such earlier date). Without limiting the generality of the foregoing, the Additional Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the Collateral now owned or at any time hereafter acquired by such Additional Grantor or in which such Additional Grantor now has or at any time in the future may acquire any right, title or interest as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Additional Grantor’s Obligations.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022
United States

+1 212 446 4800

www.kirkland.com

October 21, 2026

Facsimile:
+1 212 446 4900

Charter Communications, Inc.
Charter Communications Operating, LLC
Charter Communications Operating Capital Corp.
400 Washington Blvd.
Stamford, Connecticut 06902

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as legal counsel to Charter Communications Operating, LLC, a Delaware limited liability company (“CCO”), Charter Communications Operating Capital Corp., a Delaware corporation (“CCO Capital” and, together with CCO, the “Issuers”), and each of the entities listed on Exhibit A hereto (the “New Guarantors” and, together with the Issuers and the other guarantors from time to time, the “Registrants”) in connection with Post-Effective No. 2 (the “Amendment”) to the Registration Statement on Form S-3 (File No. 333-297735) initially filed with the Securities and Exchange Commission on July 27, 2026 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Act”), which Amendment relates to (i) the addition of the New Guarantors as co-registrants under the Registration Statement and (ii) the registration of an unspecified amount of guarantees by the New Guarantors of senior debt securities (the “Securities”) to be issued by the Issuers pursuant to an indenture, dated as of July 23, 2015, by and among the Issuers, CCO Safari II, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and as collateral agent (as amended and supplemented through the date hereof, and as further amended and supplemented from time to time, the “Indenture”), and the guarantees of the Securities (the “Guarantees”) by the New Guarantors.

The New Guarantors listed on Exhibit A hereto under the headings “California Guarantors” and “Delaware Guarantors” are collectively referred to herein as the “New Covered Guarantors.” The companies listed on Exhibit A hereto under the heading “Other Guarantors” are collectively referred to herein as the “Other New Guarantors.”

As such counsel, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the certificates of formation, limited liability company agreements and other organizational documents of the New Covered Guarantors, as applicable, (ii) the Registration Statement to which this letter is an exhibit, (iii) the resolutions or written consents of the manager or sole member, as applicable, of each of the New Covered Guarantors with respect to the Registration Statement, (iv) the Indenture (including the Guarantees) and (v) forms of the Securities.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the New Covered Guarantors, and the due authorization (other than with respect to the New Covered Guarantors), execution and delivery of all documents by the parties thereto. As to any facts material to the opinions expressed herein that we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Issuers and the New Guarantors.

KIRKLAND & ELLIS LLP

October 21, 2026

Page 2

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principals of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations that may limit the rights of parties to obtain certain remedies.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that when the Guarantees are duly authorized by and executed by the New Guarantors in accordance with the provisions of the Indenture and paid for pursuant to the documents governing their issuance and sale, the Guarantees will be binding obligations of the New Guarantors.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of New York, the California Revised Uniform Limited Liability Company Act, the Delaware Limited Liability Company Act and the Delaware Revised Uniform Partnership Act, and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. We are not qualified to practice law in the State of Delaware and our opinions herein regarding Delaware law are limited solely to our review of provisions of the Delaware Limited Liability Company Act and the Delaware Revised Uniform Partnership Act which we consider normally applicable to transactions of this type, without our having made any special investigation as to the applicability of another statute, law, rule or regulation. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or "blue sky") laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion.

We have also assumed that the execution and delivery of the Indenture, the Securities and the Guarantees and the performance by the New Guarantors of their obligations thereunder do not and will not violate, conflict with or constitute a default under any agreement or instrument to which any of the New Guarantors is bound.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Very truly yours,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

EXHIBIT A

New Guarantors

California Guarantors:

RapidScale, LLC, a California limited liability company

Delaware Guarantors:

BPRF Holdings, LLC, a Delaware limited liability company
CB Commercial Devices, LLC, a Delaware limited liability company
CCI Corporate Services, LLC, a Delaware limited liability company
CCI Devices, LLC, a Delaware limited liability company
Cox Advanced Services Arizona, LLC, a Delaware limited liability company
Cox Advanced Services Arkansas, LLC, a Delaware limited liability company
Cox Advanced Services California, LLC, a Delaware limited liability company
Cox Advanced Services Connecticut, LLC, a Delaware limited liability company
Cox Advanced Services Florida, LLC, a Delaware limited liability company
Cox Advanced Services Georgia, LLC, a Delaware limited liability company
Cox Advanced Services Idaho, LLC, a Delaware limited liability company
Cox Advanced Services Iowa, LLC, a Delaware limited liability company
Cox Advanced Services Kansas, LLC, a Delaware limited liability company
Cox Advanced Services Louisiana, LLC, a Delaware limited liability company
Cox Advanced Services Nebraska, LLC, a Delaware limited liability company
Cox Advanced Services Nevada, LLC, a Delaware limited liability company
Cox Advanced Services North Carolina, LLC, a Delaware limited liability company
Cox Advanced Services Ohio, LLC, a Delaware limited liability company
Cox Advanced Services Oklahoma, LLC, a Delaware limited liability company
Cox Advanced Services Rhode Island, LLC, a Delaware limited liability company
Cox Advanced Services Virginia, LLC, a Delaware limited liability company
Cox Arizona Telcom, L.L.C., a Delaware limited liability company
Cox Arkansas Telcom, L.L.C., a Delaware limited liability company
Cox California Telcom, L.L.C., a Delaware limited liability company
Cox Colorado Telcom, L.L.C., a Delaware limited liability company
Cox Communications Arizona, LLC, a Delaware limited liability company
Cox Communications California, LLC, a Delaware limited liability company
Cox Communications EBD Holdings, LLC, a Delaware limited liability company
Cox Communications Georgia, LLC, a Delaware limited liability company
Cox Communications Gulf Coast, LLC, a Delaware limited liability company
Cox Communications Hampton Roads, L.L.C., a Delaware limited liability company
Cox Communications Kansas, L.L.C., a Delaware limited liability company
Cox Communications Las Vegas, LLC, a Delaware limited liability company
Cox Communications Louisiana, L.L.C., a Delaware limited liability company
Cox Communications Missouri, LLC, a Delaware limited liability company
Cox Communications NCC, LLC, a Delaware limited liability company
Cox Communications Omaha, L.L.C., a Delaware limited liability company
Cox Communications Tower, LLC, a Delaware limited liability company
Cox Communications, LLC, a Delaware limited liability company
Cox Connecticut Telcom, L.L.C., a Delaware limited liability company
Cox District of Columbia Telcom, L.L.C., a Delaware limited liability company
Cox Florida Telcom, L.P., a Delaware limited partnership
Cox Georgia Telcom, L.L.C., a Delaware limited liability company
Cox HMS, LLC, a Delaware limited liability company
Cox Horizon Growth, LLC, a Delaware limited liability company
Cox Idaho Telcom, L.L.C., a Delaware limited liability company
Cox Iowa Telcom, L.L.C., a Delaware limited liability company

KIRKLAND & ELLIS LLP

October 21, 2026

Page 4

Cox Kansas Telcom, L.L.C., a Delaware limited liability company
Cox LAHC, LLC, a Delaware limited liability company
Cox Louisiana Telcom, L.L.C., a Delaware limited liability company
Cox Maryland Telcom, L.L.C., a Delaware limited liability company
Cox Media, L.L.C., a Delaware limited liability company
Cox Missouri Telcom, LLC, a Delaware limited liability company
Cox Nebraska Telcom, L.L.C., a Delaware limited liability company
Cox Nevada Telcom, L.L.C., a Delaware limited liability company
Cox North Carolina Telcom, L.L.C., a Delaware limited liability company
Cox Ohio Telcom, L.L.C., a Delaware limited liability company
Cox Oklahoma Telcom, L.L.C., a Delaware limited liability company
Cox Rhode Island Telcom, L.L.C., a Delaware limited liability company
Cox Strategic Services, LLC, a Delaware limited liability company
Cox TMI, LLC, a Delaware limited liability company
Cox Wireless Access, LLC, a Delaware limited liability company
Cox Wireless, LLC, a Delaware limited liability company
Cox/Charter Master Cable Advertising, LLC, a Delaware limited liability company
CoxCom, LLC, a Delaware limited liability company
Fiber Platform Blocker, LLC, a Delaware limited liability company
Fiber Platform Holdings, LLC, a Delaware limited liability company
Fiber Platform, LLC, a Delaware limited liability company
Hospitality Network Louisiana, L.L.C., a Delaware limited liability company
Hospitality Network Pennsylvania, LLC, a Delaware limited liability company
Hospitality Network, L.L.C., a Delaware limited liability company
Logicworks Systems, LLC, a Delaware limited liability company
Lumos Networks 3, LLC, a Delaware limited liability company
Lumos Networks Operating Company, LLC, a Delaware limited liability company
MTN Infrastructure Intermediate GP, LLC, a Delaware limited liability company
MTN Infrastructure Intermediate, LP, a Delaware limited partnership
MTN Infrastructure TopCo Blocker, LLC, a Delaware limited liability company
MTN Infrastructure, LLC, a Delaware limited liability company
TMI Partner Holdings, LLC, a Delaware limited liability company
Unite Private Networks, L.L.C., a Delaware limited liability company
Unite Private Networks-Illinois, L.L.C., a Delaware limited liability company
UPN Intermediate Holdings LLC, a Delaware limited liability company

Other Guarantors:

Clarity Communications Group, LLC, a North Carolina limited liability company
Cox Virginia Telcom, L.L.C.,
DC74, LLC, a North Carolina limited liability company
Fibernet of Ohio, LLC, an Ohio limited liability company
Fibernet Telecommunications of Pennsylvania, LLC, a Pennsylvania limited liability
FRC, LLC, a South Carolina limited liability company
Hamptonnet, LLC, a South Carolina limited liability company
LMK Communications LLC, a North Carolina limited liability company
Lumos Networks LLC, a West Virginia limited liability company
Lumos Networks 2, LLC, a Virginia limited liability company
Lumos Networks Acquisitions LLC, a Virginia limited liability company
Lumos Networks of West Virginia, LLC, a Virginia limited liability company

KIRKLAND & ELLIS LLP

October 21, 2026

Page 5

Lumos Payroll, LLC, a Virginia limited liability company
Mountaineer Telecommunications, LLC, a West Virginia limited liability company
North State Technology Solutions, LLC, a North Carolina limited liability company
PalmettoNet, LLC, a South Carolina limited liability company
SCTG Communications, LLC, a South Carolina limited liability company
SCTG, LLC, a South Carolina limited liability company
South Carolina Net, LLC, a South Carolina limited liability company
South Carolina Telecommunications Group Holdings, LLC, a South Carolina limited liability company

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in Registration Statement No. 333-297735 on Form S-3 of Charter Communications, Inc. of our report dated February 27, 2026, relating to the financial statements of Cox Communications, Inc. appearing in the Current Report on Form 8-K filed by Charter Communications, Inc. on July 23, 2026.

/s/ Deloitte & Touche LLP
Atlanta, GA
October 21, 2026

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

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) ☐

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation if not a U.S. national bank)	95-3571558 (I.R.S. employer identification no.)
333 South Hope Street Suite 2525 Los Angeles, California (Address of principal executive offices)	90071 (Zip code)

Charter Communications Operating, LLC
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	43-1843260 (I.R.S. employer identification no.)
400 Washington Blvd. Stamford, Connecticut (Address of principal executive offices)	06902 (Zip code)

Charter Communications Operating Capital Corp.
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	20-1044453 (I.R.S. employer identification no.)
400 Washington Blvd. Stamford, Connecticut (Address of principal executive offices)	06902 (Zip code)

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

Delaware (State or other jurisdiction of incorporation or organization)	84-1496755 (I.R.S. employer identification no.)
400 Washington Blvd. Stamford, Connecticut (Address of principal executive offices)	06902 (Zip code)

CCO Holdings, LLC
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	86-1067239 (I.R.S. employer identification no.)
400 Washington Blvd. Stamford, Connecticut (Address of principal executive offices)	06902 (Zip code)

Table of Additional Registrants

Exact Name of Additional Registrant Guarantor as specified in its charter	Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
BHN IP Enabled Services, LLC	Delaware	99-1515245
BPRF Holdings, LLC	Delaware	82-1464322
Bresnan Broadband Holdings, LLC	Delaware	13-4119839
Bresnan Broadband of Colorado, LLC	Colorado	35-2403834
Bresnan Broadband of Montana, LLC	Montana	32-0334681
Bresnan Broadband of Wyoming, LLC	Wyoming	61-1642737
Bresnan Digital Services, LLC	Delaware	38-3833973
Bright House Networks Information Services (Alabama), LLC	Delaware	20-1544201
Bright House Networks Information Services (California), LLC	Delaware	20-1544390
Bright House Networks Information Services (Florida), LLC	Delaware	59-3758339
Bright House Networks Information Services (Indiana), LLC	Delaware	20-1544486
Bright House Networks Information Services (Michigan), LLC	Delaware	20-1544302
CB Commercial Devices, LLC	Delaware	41-3945826
CC Fiberlink, LLC	Delaware	43-1928509
CC VI Fiberlink, LLC	Delaware	20-0310684
CC VII Fiberlink, LLC	Delaware	20-0310704
CCI Corporate Services, LLC	Delaware	26-3564488
CCI Devices, LLC	Delaware	33-2883817
CCO Fiberlink, LLC	Delaware	20-0310854
CCO NR Holdings, LLC	Delaware	86-1067241
Charter Communications ASC, LLC	Delaware	93-4070587
Charter Communications SSC, LLC	Delaware	93-4084052
Charter Communications VI HoldCo, LLC	Delaware	75-2775560

Charter Communications VI, L.L.C.	Delaware	43-1854208
Charter Communications, LLC	Delaware	43-1659860
Charter Distribution, LLC	Delaware	74-3089287
Charter Fiberlink – Alabama, LLC	Delaware	20-0193389
Charter Fiberlink – Georgia, LLC	Delaware	20-0193674
Charter Fiberlink – Illinois, LLC	Delaware	43-1943035
Charter Fiberlink – LA-CCO, LLC	Delaware	20-0709283
Charter Fiberlink – Maryland II, LLC	Delaware	81-2255084
Charter Fiberlink – Michigan, LLC	Delaware	43-1875389
Charter Fiberlink – Missouri, LLC	Delaware	43-1928511
Charter Fiberlink – MS-CCVI, LLC	Delaware	20-0709405
Charter Fiberlink – Nebraska, LLC	Delaware	81-0547765
Charter Fiberlink – Tennessee, LLC	Delaware	20-0193707
Charter Fiberlink – CA-CCO, LLC	Delaware	43-1943040
Charter Fiberlink – CC VIII, LLC	Delaware	43-1793439
Charter Fiberlink – CCO, LLC	Delaware	43-1876029
Charter Fiberlink – CT-CCO, LLC	Delaware	20-0339366
Charter Fiberlink – MA-CCO, LLC	Delaware	20-0258357
Charter Fiberlink – NC-CCO, LLC	Delaware	20-0258604
Charter Fiberlink – NH-CCO, LLC	Delaware	20-0709514
Charter Fiberlink – NV-CCVII, LLC	Delaware	20-0474139
Charter Fiberlink – NY-CCO, LLC	Delaware	20-0426827
Charter Fiberlink – OR-CCVII, LLC	Delaware	20-0474232
Charter Fiberlink – SC-CCO, LLC	Delaware	43-1943037
Charter Fiberlink – TX-CCO, LLC	Delaware	43-1943038
Charter Fiberlink – VA-CCO, LLC	Delaware	20-0709822

Charter Fiberlink – VT-CCO, LLC	Delaware	20-0258644
Charter Fiberlink – WA-CCVII, LLC	Delaware	20-0474261
Charter IP Enabled Services, LLC	Delaware	92-3313105
Charter Leasing Holding Company, LLC	Delaware	47-4669203
Charter Procurement Leasing, LLC	Delaware	47-4657690
Clarity Communications Group, LLC	North Carolina	56-2088064
Cox Advanced Services Arizona, LLC	Delaware	27-3501993
Cox Advanced Services Arkansas, LLC	Delaware	46-1192943
Cox Advanced Services California, LLC	Delaware	61-1673560
Cox Advanced Services Connecticut, LLC	Delaware	45-4059297
Cox Advanced Services Florida, LLC	Delaware	46-1172364
Cox Advanced Services Georgia, LLC	Delaware	80-0861302
Cox Advanced Services Idaho, LLC	Delaware	47-5591533
Cox Advanced Services Iowa, LLC	Delaware	46-1193003
Cox Advanced Services Kansas, LLC	Delaware	46-1172555
Cox Advanced Services Louisiana, LLC	Delaware	46-1172521
Cox Advanced Services Nebraska, LLC	Delaware	46-1172486
Cox Advanced Services Nevada, LLC	Delaware	46-1172408
Cox Advanced Services North Carolina, LLC	Delaware	99-4763868
Cox Advanced Services Ohio, LLC	Delaware	45-4059140
Cox Advanced Services Oklahoma, LLC	Delaware	45-4059688
Cox Advanced Services Rhode Island, LLC	Delaware	45-4059494
Cox Advanced Services Virginia, LLC	Delaware	45-4059617

Cox Arizona Telcom, L.L.C.	Delaware	58-2327142
Cox Arkansas Telcom, L.L.C.	Delaware	58-2627234
Cox California Telcom, L.L.C.	Delaware	58-2327138
Cox Colorado Telcom, L.L.C.	Delaware	20-0616936
Cox Communications Arizona, LLC	Delaware	45-2998180
Cox Communications California, LLC	Delaware	45-2998126
Cox Communications EBD Holdings, LLC	Delaware	58-2660947
Cox Communications Georgia, LLC	Delaware	27-2063916
Cox Communications Gulf Coast, LLC	Delaware	58-2487265
Cox Communications Hampton Roads, L.L.C.	Delaware	58-2412419
Cox Communications Kansas, L.L.C.	Delaware	58-2520461
Cox Communications Las Vegas, LLC	Delaware	58-2406705
Cox Communications Louisiana, L.L.C.	Delaware	58-2639743
Cox Communications Missouri, LLC	Delaware	33-1310693
Cox Communications NCC, LLC	Delaware	58-2164886
Cox Communications Omaha, L.L.C.	Delaware	58-2377082
Cox Communications Tower, LLC	Delaware	45-5039192
Cox Communications, LLC	Delaware	58-2112281
Cox Connecticut Telcom, L.L.C.	Delaware	58-2298049
Cox District of Columbia Telcom, L.L.C.	Delaware	58-2627239
Cox Florida Telcom, L.P.	Delaware	58-2310381
Cox Georgia Telcom, L.L.C.	Delaware	58-2377086
Cox HMS, LLC	Delaware	47-4724742

Cox Horizon Growth, LLC	Delaware	92-1089998
Cox Idaho Telcom, L.L.C.	Delaware	20-1916671
Cox Iowa Telcom, L.L.C.	Delaware	58-2317719
Cox Kansas Telcom, L.L.C.	Delaware	58-2490812
Cox LAHC, LLC	Delaware	47-3836136
Cox Louisiana Telcom, L.L.C.	Delaware	58-2327136
Cox Maryland Telcom, L.L.C.	Delaware	58-2627232
Cox Media, L.L.C.	Delaware	58-1444671
Cox Missouri Telcom, LLC	Delaware	26-2736415
Cox Nebraska Telcom, L.L.C.	Delaware	58-2327135
Cox Nevada Telcom, L.L.C.	Delaware	58-2412418
Cox North Carolina Telcom, L.L.C.	Delaware	20-5867789
Cox Ohio Telcom, L.L.C.	Delaware	20-0739995
Cox Oklahoma Telcom, L.L.C.	Delaware	58-2292639
Cox Rhode Island Telcom, L.L.C.	Delaware	58-2327133
Cox Strategic Services, LLC	Delaware	36-4754106
Cox TMI, LLC	Delaware	83-0480083
Cox Virginia Telcom, L.L.C.	Virginia	58-2220125
Cox Wireless Access, LLC	Delaware	81-3810351
Cox Wireless, LLC	Delaware	26-3246030
Cox/Charter Master Cable Advertising, LLC	Delaware	82-4372070
CoxCom, LLC	Delaware	95-2755479
DC74, LLC	North Carolina	26-3221033

DukeNet Communications, LLC	Delaware	27-2985707
Fiber Platform Blocker, LLC	Delaware	81-3810487
Fiber Platform Holdings, LLC	Delaware	81-3065300
Fiber Platform, LLC	Delaware	35-2566703
Fibernet of Ohio, LLC	Ohio	91-2070628
Fibernet Telecommunications of Pennsylvania, LLC	Pennsylvania	84-1514362
FRC, LLC	South Carolina	57-1086125
Hamptonnet, LLC	South Carolina	57-1103185
Hospitality Network Louisiana, L.L.C.	Delaware	20-5801703
Hospitality Network Pennsylvania, LLC	Delaware	47-2505600
Hospitality Network, L.L.C.	Delaware	88-0305825
Innovar Media LLC	Delaware	46-5437739
LMK Communications LLC	North Carolina	56-2273856
Logicworks Systems, LLC	Delaware	13-3700569
Lumos Networks 2, LLC	Virginia	54-1246324
Lumos Networks 3, LLC	Delaware	80-0697274
Lumos Networks Acquisitions LLC	Virginia	81-5335240
Lumos Networks LLC	West Virginia	84-1452950
Lumos Networks of West Virginia, LLC	Virginia	54-2011548
Lumos Networks Operating Company, LLC	Delaware	90-0673286
Lumos Payroll, LLC	Virginia	45-4439142
Mountaineer Telecommunications, LLC	West Virginia	84-1484349
MTN Infrastructure Intermediate GP, LLC	Delaware	82-2200045
MTN Infrastructure Intermediate, LP	Delaware	82-2163577
MTN Infrastructure TopCo Blocker, LLC	Delaware	82-2151035
MTN Infrastructure, LLC	Delaware	81-5393142
North State Technology Solutions, LLC	North Carolina	47-4270616
PalmettoNet, LLC	South Carolina	57-0794986

Rapidscale, LLC	California	27-2220534
SCTG Communications, LLC	South Carolina	47-2554575
SCTG, LLC	South Carolina	58-2291056
South Carolina Net, LLC	South Carolina	57-0950120
South Carolina Telecommunications Group Holdings, LLC	South Carolina	46-2103148
Spectrum Advanced Services, LLC	Delaware	26-0354307
Spectrum Fiberlink Florida, LLC	Delaware	84-4375530
Spectrum Gulf Coast, LLC	Delaware	45-4608769
Spectrum Mid-America, LLC	Delaware	45-4593320
Spectrum Mobile Equipment, LLC	Delaware	82-3887201
Spectrum Mobile, LLC	Delaware	82-2492552
Spectrum New York Metro, LLC	Delaware	45-4593291
Spectrum NLP, LLC	Delaware	45-1560311
Spectrum Northeast, LLC	Delaware	45-4593341
Spectrum Oceanic, LLC	Delaware	45-4593273
Spectrum Originals Development, LLC	Delaware	83-1623014
Spectrum Originals, LLC	Delaware	82-3414467
Spectrum Pacific West, LLC	Delaware	45-4593361
Spectrum Reach, LLC	Delaware	27-4633156
Spectrum RSN, LLC	Delaware	83-1611206
Spectrum SN, LLC	Delaware	93-1943164
Spectrum Southeast, LLC	Delaware	45-4608839

Spectrum SportsNet, LLC	Delaware	93-1958585
Spectrum Sunshine State, LLC	Delaware	02-0636401
Spectrum TV Essentials, LLC	Delaware	83-4704194
Spectrum Wireless Holdings, LLC	Delaware	83-1856732
Time Warner Cable Business LLC	Delaware	35-2466312
Time Warner Cable Enterprises LLC	Delaware	45-4854395
Time Warner Cable Information Services (Alabama), LLC	Delaware	20-0639409
Time Warner Cable Information Services (Arizona), LLC	Delaware	20-4370232
Time Warner Cable Information Services (California), LLC	Delaware	20-0162970
Time Warner Cable Information Services (Colorado), LLC	Delaware	26-2375439
Time Warner Cable Information Services (Hawaii), LLC	Delaware	20-0162993
Time Warner Cable Information Services (Idaho), LLC	Delaware	20-8254896
Time Warner Cable Information Services (Illinois), LLC	Delaware	26-2375576
Time Warner Cable Information Services (Indiana), LLC	Delaware	20-1618562
Time Warner Cable Information Services (Kansas), LLC	Delaware	20-0163009
Time Warner Cable Information Services (Kentucky), LLC	Delaware	20-4370430
Time Warner Cable Information Services (Maine), LLC	Delaware	48-1296576
Time Warner Cable Information Services (Massachusetts), LLC	Delaware	20-0639517

Time Warner Cable Information Services (Michigan), LLC	Delaware	26-2376102
Time Warner Cable Information Services (Missouri), LLC	Delaware	20-0163031
Time Warner Cable Information Services (Nebraska), LLC	Delaware	20-0597251
Time Warner Cable Information Services (New Hampshire), LLC	Delaware	20-0834759
Time Warner Cable Information Services (New Jersey), LLC	Delaware	20-0605091
Time Warner Cable Information Services (New Mexico), LLC	Delaware	20-8244978
Time Warner Cable Information Services (New York), LLC	Delaware	06-1530234
Time Warner Cable Information Services (North Carolina), LLC	Delaware	05-0563203
Time Warner Cable Information Services (Ohio), LLC	Delaware	20-0163449
Time Warner Cable Information Services (Pennsylvania), LLC	Delaware	20-0639607
Time Warner Cable Information Services (South Carolina), LLC	Delaware	20-0163480
Time Warner Cable Information Services (Tennessee), LLC	Delaware	20-0639795
Time Warner Cable Information Services (Texas), LLC	Delaware	20-0095157
Time Warner Cable Information Services (Virginia), LLC	Delaware	20-4370738
Time Warner Cable Information Services (Washington), LLC	Delaware	20-5690377
Time Warner Cable Information Services (West Virginia), LLC	Delaware	20-1620308

Time Warner Cable Information Services (Wisconsin), LLC	Delaware	20-0163685
Time Warner Cable, LLC	Delaware	81-2545593
TMI Partner Holdings, LLC	Delaware	27-1576200
TWC Administration LLC	Delaware	90-0882471
TWC Communications, LLC	Delaware	35-2205910
TWC IP Enabled Services, LLC	Delaware	92-3326637
TWC SEE Holdco LLC	Delaware	20-5421447
TWCIS Holdco LLC	Delaware	27-3481972
Unite Private Networks, L.L.C.	Delaware	27-3483570
Unite Private Networks-Illinois, L.L.C.	Delaware	27-3483514
UPN Intermediate Holdings LLC	Delaware	81-5269020
Visual Advertising Sales Technology, LLC	Delaware	68-0470452

Debt Securities
and Guarantees of Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act").

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-229762).
6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Houston, and State of Texas, on the 21st day of October, 2026.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: /s/ Peggy Guel

Name: Peggy Guel

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 333 South Hope Street, Suite 2525, Los Angeles, CA 90071

At the close of business June 30, 2026, published in accordance with Federal regulatory authority instructions.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	114,578
Interest-bearing balances	265,675
Securities:	
Held-to-maturity securities	0
Available-for-sale debt securities	523
Equity securities with readily determinable fair values not held for trading	0
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases held for investment	0
LESS: Allowance for credit losses on loans and leases	0
Loans and leases held for investment, net of allowance	0
Trading assets	0
Premises and fixed assets (including right-of-use assets)	14,248
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	0
Direct and indirect investments in real estate ventures	0
Intangible assets	856,313
Other assets	121,260
Total assets	\$ 1,372,597

LIABILITIES

Deposits:	
In domestic offices	2,233
Noninterest-bearing	2,233
Interest-bearing	0
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness)	0
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	263,415
Total liabilities	265,648
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	108,850
Not available	
Retained earnings	997,100
Accumulated other comprehensive income	-1
Other equity capital components	0
Not available	
Total bank equity capital	1,106,949
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	1,106,949
Total liabilities and equity capital	<u>1,372,597</u>

I, Natalie Bobnar, CFO of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Natalie Bobnar) CFO

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Elizabeth Lyndon, Managing Director)
Kevin C. Weeks, President) Directors (Trustees)
Fernando A. Costa, Managing Director)