UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2026

or

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

For the Transition Period From to

Commission File Number: 001-33664

Charter Communications, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**84-1496755**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

400 Washington Blvd.	**Stamford**	**Connecticut**	**06902**
(Address of Principal Executive Offices)			(Zip Code)

(203) 905-7801

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock $.001 Par Value	CHTR	NASDAQ Global Select Market
Series A Cumulative Redeemable Preferred Stock $.001 Par Value	CHTRP	NASDAQ Global Select Market

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," and "smaller reporting 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 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

Number of shares of Class A common stock outstanding as of September 30, 2026: 114,454,220

Number of shares of Class B common stock outstanding as of September 30, 2026: 1

Number of shares of Class C common stock outstanding as of September 30, 2026: 1

CHARTER COMMUNICATIONS, INC.
QUARTERLY REPORT ON FORM 10-Q FOR THE PERIOD ENDED SEPTEMBER 30, 2026

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This quarterly report on Form 10-Q is for the three and nine months ended September 30, 2026. The United States Securities and Exchange Commission (“SEC”) allows us to “incorporate by reference” information that we file with the SEC, which means that we can disclose important information to you by referring you directly to those documents. In this quarterly report, “Charter,” “we,” “us” and “our” refer to Charter Communications, Inc. and its subsidiaries.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

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

- our ability to sustain and grow revenues and cash flow from operations by offering Internet, mobile, video, voice, advertising and other services to residential and commercial customers, to adequately meet the customer experience demands in our service areas and to maintain and grow our customer base, particularly in the face of increasingly aggressive competition, the need for innovation and the related capital expenditures;
- the impact of competition from other market participants, including but not limited to incumbent telephone companies, direct broadcast satellite ("DBS") operators, wireless and satellite broadband and telephone providers, digital subscriber line (“DSL”) providers, fiber to the home providers and providers of video content over broadband Internet connections;
- general business conditions, unemployment levels and the level of activity in the housing sector and economic uncertainty or downturn;
- our ability to develop and deploy new products and technologies including consumer services and service platforms;
- any events that disrupt our networks, information systems or properties and impair our operating activities or our reputation;
- the effects of governmental regulation on our business including subsidies to consumers, subsidies and incentives for competitors, costs, disruptions and possible limitations on operating flexibility related to, and our ability to comply with, regulatory conditions applicable to us;
- our ability to procure necessary services and equipment from our vendors in a timely manner and at reasonable costs including in connection with our network evolution and rural construction initiatives;
- our ability to obtain programming at reasonable prices or to raise prices to offset, in whole or in part, the effects of higher programming costs (including retransmission consents and distribution requirements);
- the ability to hire and retain key personnel;
- the availability and access, in general, of funds to meet our debt obligations prior to or when they become due and to fund our operations and necessary capital expenditures, either through (i) cash on hand, (ii) free cash flow, or (iii) access to the capital or credit markets;
- our ability to comply with all covenants in our indentures and credit facilities, any violation of which, if not cured in a timely manner, could trigger a default of our other obligations under cross-default provisions;
- our ability to achieve the cost synergies and growth opportunities contemplated by the Cox Transactions;
- our ability to promptly, efficiently and effectively integrate acquired operations;
- changes in our or legacy Cox Communications operations' businesses, future cash requirements, capital requirements, results of operations, revenues, financial condition and/or cash flows;
- disruption in our business relationships as a result of the Cox Transactions; and
- the increase in indebtedness as a result of the Cox Transactions and the Liberty Broadband Transaction, which will increase interest expense and may decrease our operating flexibility.

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

PART I. FINANCIAL INFORMATION

Item 1. ***Financial Statements.***

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(dollars in millions, except share data)

	September 30, 2026	December 31, 2025
	(unaudited)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 573	$ 477
Accounts receivable, less allowance for doubtful accounts of $244 and $219, respectively	4,396	3,680
Prepaid expenses and other current assets	1,249	987
Total current assets	6,218	5,144
INVESTMENT IN CABLE PROPERTIES:		
Property, plant and equipment, net of accumulated depreciation of $42,631 and $41,514, respectively	62,786	46,444
Customer relationships, net of accumulated amortization of $18,324 and $17,875, respectively	6,091	440
Franchises	67,915	67,471
Goodwill	29,748	29,710
Total investment in cable properties, net	166,540	144,065
OTHER NONCURRENT ASSETS	5,707	5,004
Total assets	$ 178,465	$ 154,213
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable, accrued and other current liabilities	$ 14,644	$ 12,556
Current portion of long-term debt	1,990	750
Total current liabilities	16,634	13,306
LONG-TERM DEBT	105,062	94,006
EQUIPMENT INSTALLMENT PLAN FINANCING FACILITY	1,696	1,447
DEFERRED INCOME TAXES	18,819	19,841
OTHER LONG-TERM LIABILITIES	6,434	5,094
SHAREHOLDERS' EQUITY:		
Class A common stock; $0.001 par value; 900 million shares authorized;		
163,514,151 and 126,631,549 shares issued, respectively	—	—
Class B common stock; $0.001 par value; 1,000 shares authorized;		
1 share issued and outstanding	—	—
Class C common stock; $0.001 par value; 1,000 shares authorized;		
1 and no shares issued and outstanding, respectively	—	—
Additional paid-in capital	24,665	21,447
Accumulated deficit	(5,335)	(5,393)
Treasury stock at cost; 49,059,931 and no shares, respectively	(8,347)	—
Total Charter shareholders' equity	10,983	16,054
Noncontrolling interests	18,837	4,465
Total shareholders' equity	29,820	20,519
Total liabilities and shareholders' equity	$ 178,465	$ 154,213

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

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(dollars in millions, except per share data)
Unaudited

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
REVENUES	$ 14,922	$ 13,672	$ 42,045	$ 41,173
COSTS AND EXPENSES:				
Operating costs and expenses (exclusive of items shown separately below)	9,156	8,262	25,534	24,686
Depreciation and amortization	2,621	2,160	7,029	6,517
Impairment of franchises	6,326	—	6,326	—
Other operating expenses, net	345	119	411	323
	18,448	10,541	39,300	31,526
Income (loss) from operations	(3,526)	3,131	2,745	9,647
OTHER INCOME (EXPENSES):				
Interest expense, net	(1,341)	(1,268)	(3,873)	(3,772)
Other income (expenses), net	1,365	(129)	1,453	(378)
	24	(1,397)	(2,420)	(4,150)
Income (loss) before income taxes	(3,502)	1,734	325	5,497
Income tax benefit (expense)	803	(418)	(137)	(1,277)
Consolidated net income (loss)	(2,699)	1,316	188	4,220
Less: Net (income) loss attributable to noncontrolling interests	302	(179)	(130)	(565)
Net income (loss) attributable to Charter shareholders	$ (2,397)	$ 1,137	$ 58	$ 3,655
EARNINGS (LOSS) PER COMMON SHARE ATTRIBUTABLE TO CHARTER SHAREHOLDERS:				
Basic	$ (20.50)	$ 8.50	$ 0.48	$ 26.52
Diluted	$ (20.50)	$ 8.34	$ 0.38	$ 25.95
Weighted average common shares outstanding, basic	116,944,459	133,763,886	120,820,024	137,825,025
Weighted average common shares outstanding, diluted	116,944,459	136,395,133	137,548,849	140,826,301

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

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(dollars in millions)
Unaudited

	Class A Common Stock	Class B Common Stock	Class C Common Stock	Additional Paid-in Capital	Accumulated Deficit	Treasury Stock	Total Charter Shareholders' Equity	Non-controlling Interests	Total Shareholders' Equity
BALANCE, December 31, 2025	$ —	$ —	$ —	$ 21,447	$ (5,393)	$ —	$ 16,054	$ 4,465	$ 20,519
Consolidated net income	—	—	—	—	1,163	—	1,163	200	1,363
Stock compensation expense	—	—	—	203	—	—	203	—	203
Exercise of stock options	—	—	—	2	—	—	2	—	2
Purchases of treasury stock, including excise tax	—	—	—	—	—	(1,020)	(1,020)	—	(1,020)
Change in Charter Holdings ownership, net of tax	—	—	—	(17)	—	—	(17)	22	5
Distributions to noncontrolling interest	—	—	—	—	—	—	—	(2)	(2)
BALANCE, March 31, 2026	—	—	—	21,635	(4,230)	(1,020)	16,385	4,685	21,070
Consolidated net income	—	—	—	—	1,292	—	1,292	232	1,524
Stock compensation expense	—	—	—	138	—	—	138	—	138
Equity issued pursuant to employee stock purchase plan	—	—	—	20	—	—	20	—	20
Exercise of stock options	—	—	—	11	—	—	11	—	11
Purchases of treasury stock, including excise tax	—	—	—	—	—	(855)	(855)	—	(855)
Change in Charter Holdings ownership, net of tax	—	—	—	(39)	—	—	(39)	52	13
Distributions to noncontrolling interest	—	—	—	—	—	—	—	(20)	(20)
BALANCE, June 30, 2026	—	—	—	21,765	(2,938)	(1,875)	16,952	4,949	21,901
Consolidated net loss	—	—	—	—	(2,397)	—	(2,397)	(302)	(2,699)
Stock compensation expense	—	—	—	177	—	—	177	—	177
Issuance of shares in the Liberty Broadband Transaction	—	—	—	5,164	—	—	5,164	—	5,164
Purchases of treasury stock in the Liberty Broadband Transaction	—	—	—	—	—	(6,451)	(6,451)	—	(6,451)
Purchases of treasury stock, including excise tax	—	—	—	—	—	(21)	(21)	—	(21)
Issuance of Charter Holdings partnership equity in the Cox Transactions	—	—	—	—	—	—	—	10,973	10,973
New partnership formation and change in Charter Holdings ownership, net of tax	—	—	—	(2,441)	—	—	(2,441)	3,242	801
Distributions to noncontrolling interest	—	—	—	—	—	—	—	(25)	(25)
BALANCE, September 30, 2026	$ —	$ —	$ —	$ 24,665	$ (5,335)	$ (8,347)	$ 10,983	$ 18,837	$ 29,820

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

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(dollars in millions)
Unaudited

	Class A Common Stock	Class B Common Stock	Additional Paid-in Capital	Accumulated Deficit	Treasury Stock	Total Charter Shareholders' Equity	Non-controlling Interests	Total Shareholders' Equity
BALANCE, December 31, 2024	$ —	$ —	$ 23,337	$ (7,750)	$ —	$ 15,587	$ 4,120	$ 19,707
Consolidated net income	—	—	—	1,217	—	1,217	192	1,409
Stock compensation expense	—	—	222	—	—	222	—	222
Exercise of stock options	—	—	17	—	—	17	—	17
Purchases of treasury stock, including excise tax	—	—	—	—	(806)	(806)	—	(806)
Purchase of noncontrolling interest, net of tax	—	—	(5)	—	—	(5)	(14)	(19)
Change in Charter Holdings ownership, net of tax	—	—	15	—	—	15	(20)	(5)
Distributions to noncontrolling interest	—	—	—	—	—	—	(3)	(3)
BALANCE, March 31, 2025	—	—	23,586	(6,533)	(806)	16,247	4,275	20,522
Consolidated net income	—	—	—	1,301	—	1,301	194	1,495
Stock compensation expense	—	—	157	—	—	157	—	157
Exercise of stock options	—	—	2	—	—	2	—	2
Purchases of treasury stock, including excise tax	—	—	—	—	(1,467)	(1,467)	—	(1,467)
Purchase of noncontrolling interest, net of tax	—	—	(45)	—	—	(45)	(171)	(216)
Change in Charter Holdings ownership, net of tax	—	—	14	—	—	14	(18)	(4)
Distributions to noncontrolling interest	—	—	—	—	—	—	(121)	(121)
BALANCE, June 30, 2025	—	—	23,714	(5,232)	(2,273)	16,209	4,159	20,368
Consolidated net income	—	—	—	1,137	—	1,137	179	1,316
Stock compensation expense	—	—	151	—	—	151	—	151
Exercise of stock options	—	—	1	—	—	1	—	1
Purchases of treasury stock, including excise tax	—	—	—	—	(2,134)	(2,134)	—	(2,134)
Purchase of noncontrolling interest, net of tax	—	—	(25)	—	—	(25)	(88)	(113)
Change in Charter Holdings ownership, net of tax	—	—	1	—	—	1	(2)	(1)
BALANCE, September 30, 2025	$ —	$ —	$ 23,842	$ (4,095)	$ (4,407)	$ 15,340	$ 4,248	$ 19,588

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

CHARTER COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in millions)
Unaudited

	Nine Months Ended September 30,	
	2026	**2025**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated net income	$ 188	$ 4,220
Adjustments to reconcile consolidated net income to net cash flows from operating activities:		
Depreciation and amortization	7,029	6,517
Impairment of franchises	6,326	—
(Gain) loss on extinguishment of debt	(1,630)	28
Stock compensation expense	518	530
Noncash interest, net	36	22
Deferred income taxes	(603)	772
Other, net	186	470
Changes in operating assets and liabilities, net of effects from acquisitions and dispositions:		
Accounts receivable	(216)	(334)
Prepaid expenses and other assets	(284)	(355)
Accounts payable, accrued liabilities and other	706	446
Net cash flows from operating activities	12,256	12,316
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(8,753)	(8,324)
Change in accrued expenses related to capital expenditures	(488)	239
Purchase of businesses in Cox Transactions, net of cash assumed	(4,158)	—
Other, net	(312)	(497)
Net cash flows from investing activities	(13,711)	(8,582)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings of long-term debt	25,010	12,019
Borrowings of equipment installment plan financing facility	247	292
Repayments of long-term debt	(21,149)	(10,921)
Payments for debt issuance costs	(83)	(17)
Purchase of treasury stock	(1,899)	(4,366)
Proceeds from exercise of stock options	13	20
Purchase of noncontrolling interest	—	(373)
Distributions to noncontrolling interest	(47)	(124)
Other, net	(619)	(249)
Net cash flows from financing activities	1,473	(3,719)
NET INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	18	15
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of period	598	506
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of period	$ 616	$ 521
CASH PAID FOR INTEREST	$ 3,800	$ 3,610

As of September 30, 2026, December 31, 2025, September 30, 2025 and December 31, 2024, cash, cash equivalents and restricted cash includes $43 million, $121 million, $57 million and $47 million of restricted cash included in prepaid expenses and other current assets in the consolidated balance sheets, respectively.

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

1. Organization and Basis of Presentation

Organization

Charter Communications, Inc. (together with its controlled subsidiaries, "Charter," or the "Company"), through its Spectrum brand, is the leading Internet and video provider in the nation and the fastest growing mobile company in its footprint. Charter is a holding company whose principal asset is a controlling equity interest in Charter Communications Holdings, LLC ("Charter Holdings"), an indirect owner of Charter Communications Operating, LLC ("Charter Operating") under which substantially all of the operations reside. At the closing of the Cox Transactions (as defined below), the limited liability company agreement of Charter Holdings was amended and restated by and among Charter, Advance/Newhouse Partnership ("A/N"), Cox Communications Equity Holdings, Inc. ("Cox Equity Holdings"), a wholly owned subsidiary of Cox Enterprises, Inc. ("Cox Enterprises"), and the other parties thereto. All significant intercompany accounts and transactions among consolidated entities have been eliminated.

Basis of Presentation

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

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

Comprehensive income equaled net income (loss) attributable to Charter shareholders for the three and nine months ended September 30, 2026 and 2025.

2. Cox Transactions

On August 19, 2026, the transactions contemplated by the Transaction Agreement, dated May 16, 2025, by and among Charter, Charter Holdings, and Cox Enterprises (the "Transaction Agreement") were completed. Pursuant to the Transaction Agreement, (i) Cox Equity Holdings sold and transferred to Charter 100% of the equity interests of certain subsidiaries of Cox Communications, Inc. ("Cox Communications") that conduct Cox Communications' commercial fiber and managed IT and cloud services businesses (the "Equity Sale"), (ii) Cox Equity Holdings contributed the equity interests of Cox Communications and certain other assets (other than certain excluded assets) primarily related to Cox Communications' residential cable business to Charter Holdings (the "Contribution"), and (iii) Cox Equity Holdings paid $1.00 to Charter (collectively, the "Cox Transactions").

Pursuant to the Transaction Agreement, at the closing of the Cox Transactions:

- in consideration of the Equity Sale, Charter paid $3.5 billion in cash to Cox Equity Holdings;
- in consideration of the Contribution, Charter Holdings (i) paid to Cox Equity Holdings $724 million in cash and (ii) issued to Cox Equity Holdings (A) convertible preferred units of Charter Holdings with an aggregate liquidation preference of $6.0 billion, which pays a 6.875% dividend per annum, and (B) approximately 33.6 million Charter Holdings common units. The Charter Holdings convertible preferred units are convertible into Charter Holdings common units, with an initial conversion price of $477.41, subject to certain adjustments. The Charter Holdings common units are exchangeable by the

holder, in certain circumstances, for cash or, at the election of Charter, Charter Class A common stock on a one-for-one basis, subject to certain adjustments; and

- in consideration of the $1.00 payment from Cox Equity Holdings to Charter, Charter issued to Cox Equity Holdings one share of the newly created Charter Class C common stock. The Charter Class C common stock is equivalent, economically, to the outstanding Charter Class A common stock and the Charter Class B common stock but has a number of votes per share that reflects the voting power of the Charter Holdings common units and the Charter Holdings convertible preferred units held by Cox Equity Holdings on an as-converted, as-exchanged basis.

The Company also assumed Cox Communications' net debt and finance leases.

Business Combination Accounting

The operating results of Cox Communications have been included in the Company's consolidated statements of operations for the period from the date of acquisition through September 30, 2026. For the three and nine months ended September 30, 2026, revenues attributable to Cox Communications since the acquisition date were $1.4 billion. Certain Cox Communications' operations have already been integrated with the Company's existing operations, including shared functions and infrastructure. Because these costs cannot be attributed to Cox Communications without assumptions and allocations that would not provide a meaningful measure of its results, it is impracticable to determine its earnings since the acquisition date.

Charter applied business combination accounting to the Cox Transactions. The purchase price was allocated to the identifiable assets acquired and liabilities assumed based on their estimated fair values, with the excess recorded as goodwill. Fair values were preliminarily determined using income, cost and market approaches, primarily based on third-party valuations using management's assumptions, including expected future cash flows. These inputs are largely unobservable (Level 3), except for assumed long-term debt and the Charter Holdings common units, which were valued using quoted market prices (Level 1). Property, plant and equipment was valued using the cost approach, which considers replacement cost adjusted for physical depreciation and functional and economic obsolescence. Franchise rights and customer relationships were valued using a multi-period excess earnings method, a discounted cash flow approach that isolates the cash flows attributable to each intangible asset. The weighted average life of customer relationships acquired is 7 years.

Deferred tax assets and liabilities were recorded for acquisition-date differences between book basis and tax basis, subject to the transaction structure. The Contribution was treated as a nontaxable partnership contribution, and no deferred taxes were recorded in purchase accounting as the basis difference in the partnership from the net assets contributed was associated with Cox Equity Holdings. The Equity Sale was treated as a taxable stock acquisition and the tax attributes of the Cox Communications' subsidiaries were carried over to Charter and net deferred tax liabilities of $438 million were recorded in purchase accounting reflecting book versus tax temporary differences of these subsidiaries applying Charter's effective tax rate.

At closing, Charter, Cox Equity Holdings and A/N entered into an amended tax receivables agreement, which sets forth the terms pursuant to which Charter will pay each of Cox Equity Holdings and A/N 50% of tax benefits arising from future exchanges of their common and preferred units. No tax sharing liability to Cox Equity Holdings was recorded for this contingent consideration obligation in purchase accounting since the tax benefit is dependent on uncertain future events that are outside Charter's control. A future exchange is not based on a fixed and determinable date and the exchange is not certain to occur.

The Charter Holdings common units issued to Cox Equity Holdings, which are exchangeable into Charter Class A common stock, were measured at fair value based on the closing price of Charter Class A common stock on the acquisition date. The Charter Holdings convertible preferred units issued to Cox Equity Holdings were measured at fair value based on a binomial lattice model contemplating a 6.875% preferred cash dividend on the instrument's $6.0 billion par value and estimated fair value of Charter Class A common stock upon conversion and exchange.

Due to the timing of the acquisition, the valuation of assets acquired and liabilities assumed have not yet been finalized, and as a result, preliminary estimates have been recorded and are subject to change. During the measurement period, the Company will continue to obtain information to assist in finalizing the fair value of net assets acquired, which may differ materially from

the preliminary estimates. The tables below present the calculation of the purchase price and the preliminary allocation to the assets acquired and liabilities assumed in the Cox Transactions.

Purchase Price

Charter Holdings common units issued to Cox Equity Holdings (in millions)		33.6
Closing price per share as of August 19, 2026	$	152.47
Fair value of Charter Holdings common units issued to Cox Equity Holdings	$	5,121
Fair value of Charter Holdings convertible preferred units issued to Cox Equity Holdings		5,852
Cash paid to Cox Equity Holdings		4,224
Total purchase price	$	15,197

Preliminary Allocation of Purchase Price

Cash and cash equivalents	$	66
Other current assets		927
Property, plant and equipment		14,175
Customer relationships		6,100
Franchises		6,770
Goodwill		38
Other noncurrent assets		726
Current liabilities		(1,893)
Long-term debt (includes current portion of long-term debt of $2.0 billion)		(10,165)
Deferred income taxes		(438)
Other long-term liabilities		(1,109)
	$	15,197

Selected Pro Forma Financial Information

The following unaudited pro forma financial information of the Company is based on the historical consolidated financial statements of Charter and Cox Communications and is intended to provide information about how the acquisition of Cox Communications and related financing may have affected the Company's historical consolidated financial statements if they had closed as of January 1, 2025. The pro forma financial information below is based on available information and assumptions that the Company believes are reasonable. The pro forma financial information is for illustrative and informational purposes only and is not intended to represent or be indicative of what the Company's financial condition or results of operations would have been had the transactions described above occurred on the date indicated. The pro forma financial information also should not be considered representative of the Company's future financial condition or results of operations.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Revenues	$ 16,505	$ 16,764	$ 49,720	$ 50,615
Net income (loss) attributable to Charter shareholders	$ (2,098)	$ 922	$ (82)	$ 2,950

3. Liberty Broadband Transaction

On August 19, 2026, the transactions contemplated by the Agreement and Plan of Merger, dated November 12, 2024, by and among Charter, Liberty Broadband Corporation (“Liberty Broadband”), Fusion Merger Sub 1, LLC, a wholly owned subsidiary

of Charter, and Fusion Merger Sub 2, Inc., a wholly owned subsidiary of Fusion Merger Sub 1, LLC (the "Merger Agreement"), were completed. Pursuant to the Merger Agreement, and subject to the terms and conditions set forth therein, Charter acquired Liberty Broadband through the merger of Fusion Merger Sub 2, Inc. with and into Liberty Broadband (the "Merger"), with Liberty Broadband surviving the Merger and becoming an indirect wholly owned subsidiary of Charter. Immediately following the Merger, Liberty Broadband, as the surviving corporation of the Merger, merged with and into Fusion Merger Sub 1, LLC (the "Upstream Merger" and together with the Merger, the "Liberty Broadband Transaction"), with Fusion Merger Sub 1, LLC surviving the Upstream Merger as a wholly owned subsidiary of Charter.

At the effective time of the Merger (the "Effective Time"), each share of Liberty Broadband Series A, Series B and Series C common stock, each with a par value of $0.01 per share (other than certain excluded shares as set forth in the Merger Agreement) was converted into 0.236 of a share of Charter Class A common stock, par value $0.001 per share. This resulted in the Company repurchasing 38.6 million shares of Charter Class A common stock held by Liberty Broadband and issuing 33.9 million shares of Charter Class A common stock to the Liberty Broadband shareholders at the agreed upon 0.236 exchange ratio, resulting in a net decrease of 4.7 million shares of Charter Class A common stock outstanding.

Also at the Effective Time, each share of Liberty Broadband Series A cumulative redeemable preferred stock, par value $0.01 per share, issued and outstanding immediately prior to the Effective Time (other than excluded treasury shares as set forth in the Merger Agreement) was converted into one share of Charter Series A cumulative redeemable preferred stock, par value $0.001 per share, resulting in the issuance of approximately 7.2 million shares. There are 7.3 million shares of Charter Series A preferred stock authorized and an additional 242.7 million shares of preferred stock of the Company authorized and undesignated as to a series. The Charter preferred stock has substantially identical terms to the Liberty Broadband preferred stock, including a mandatory redemption date of March 9, 2039. The Charter preferred stock fair value of $159 million was recorded at the time of closing of the Liberty Broadband Transaction and is included in other long-term liabilities on the consolidated balance sheet as of September 30, 2026 as the instrument is mandatorily redeemable. Accrued dividends on the Charter preferred stock are payable on January 15, April 15, July 15 and October 15, and are recorded as interest expense.

Treasury Stock and Asset Acquisition Accounting

At the closing of the Liberty Broadband Transaction, substantially all of the value of Liberty Broadband consisted of the shares of Charter Class A common stock that it held. The Company therefore accounted for the Liberty Broadband Transaction in two parts: the Charter Class A common shares acquired were accounted for as a repurchase of the Company's own shares, and the remaining assets held by the Liberty Broadband entities were accounted for as an asset acquisition, as those assets did not meet the definition of a business. The $6.5 billion treasury stock consideration included: $5.2 billion in Charter Class A common stock issued to Liberty Broadband common shareholders, $159 million in Charter preferred stock issued to Liberty Broadband preferred shareholders, $844 million of assumed net short term debt, $359 million assumed note payable to Charter, and $86 million in transaction costs and were netted with $165 million of remaining assets acquired.

4. Franchises and Goodwill

During the third quarter of 2026, the Company determined that the sustained decline in Charter's stock price was a triggering event requiring an interim quantitative impairment analysis of its indefinite-lived franchises and goodwill as of July 31, 2026. Franchises represent the future economic benefits of the right to solicit and service potential new customers, and the right to deploy and market new services to those potential customers. For purposes of the franchise impairment analysis, the Company's franchises are aggregated into two essentially inseparable units of accounting, which generally represent geographical clustering of the Company's cable systems into groups by which such systems are managed.

The Company estimated the fair value of its franchises using a discounted cash flow income approach called multi-period excess earnings method. Under this method, the Company isolates discrete cash flows attributable to franchises from Charter's enterprise cash flows, after deducting charges representing the required returns on contributory assets, and discounts the resulting cash flows to present value using current market participant assumptions. Significant assumptions used in the analysis include projected enterprise cash flows, the portion of those cash flows attributable to Charter's franchises based upon customer growth and attrition, and discount rates. The determination of fair value also required significant judgment regarding the fair value of property, plant and equipment and the associated contributory asset charges. Changes in these assumptions could materially impact the amount of excess earnings attributed to the franchises and the resulting estimate of fair value.

The decline in the estimated fair value of the Company's franchises resulted from revised financial projections reflecting lower estimated future cash flows. The reduced estimated future cash flows reflect lower estimates for future customer and revenue growth, given recent results and market perception of risk, and higher values attributable to the replacement cost of fixed assets given global market inflationary pressure for certain network components.

Immediately prior to the franchise impairment, the Company's two franchise units of accounting had an aggregate carrying amount of approximately $67.5 billion. The Company recorded a pre-tax non-cash franchise impairment charge of $6.3 billion related to one franchise unit of accounting during the three and nine months ended September 30, 2026 which is included in impairment of franchises in the consolidated statements of operations. Income tax benefit (expense) for the three and nine months ended September 30, 2026 in the consolidated statements of operations includes approximately $1.6 billion of deferred tax benefit related to the impairment of franchises. The impaired franchises were measured at fair value on a nonrecurring basis and were classified within Level 3 of the fair value hierarchy because the measurements used significant unobservable inputs.

In connection with the quantitative impairment analysis performed on goodwill as of July 31, 2026, and after giving effect to the franchise impairment discussed above, the Company concluded that the fair value of its reporting unit exceeded its carrying amount and no goodwill impairment was recorded.

The July 31, 2026 impairment analyses were performed before the Company completed the Cox Transactions on August 19, 2026 and did not include assets acquired in those transactions.

5. Accounts Payable, Accrued and Other Current Liabilities

Accounts payable, accrued and other current liabilities consist of the following as of September 30, 2026 and December 31, 2025:

	September 30, 2026	December 31, 2025
Accounts payable – trade	$ 1,337	$ 1,034
Deferred revenue	667	422
Accrued and other current liabilities:		
Programming costs	1,825	1,575
Labor	1,734	1,365
Capital expenditures	3,041	3,296
Interest	1,455	1,259
Taxes and regulatory fees	637	521
Short-term borrowings	1,180	918
Other	2,768	2,166
	$ 14,644	$ 12,556

Under a supply chain finance program, the Company has agreements with third parties that allow its participating vendors to finance payment obligations from the Company with designated third-party financial institutions who act as its paying agent. As a result, the Company has generally extended its payment terms with vendors. A participating vendor may request a participating financial institution to finance one or more of the Company's payment obligations to such vendor prior to the scheduled due date thereof priced at a discount to the original payment obligation from the Company. The Company is not required to provide collateral to the financial institutions. The Company's obligations to participating vendors, including amounts due and scheduled payment dates, are not impacted by the vendors' decisions to finance amounts due under these financing arrangements. The Company's outstanding payment obligations to participating vendors were $608 million and $735 million as of September 30, 2026 and December 31, 2025, respectively, and are included in accounts payable - trade and accrued capital expenditures above. Cash outflows to the financial institutions are classified as cash flows from operating and investing activities.

Under a deferred payment program, the Company has agreements with third parties to pay certain invoices when due, and the Company pays the third parties at a later date, the invoice amount plus interest. The Company's outstanding payment obligation

to participating vendors under the deferred payment plan was $1.2 billion and $918 million as of September 30, 2026 and December 31, 2025, respectively, and is included in short-term borrowings. Cash outflows to the financial institutions are classified as cash flows from financing activities.

6. Total Debt

A summary of our debt as of September 30, 2026 and December 31, 2025 is as follows:

	September 30, 2026			December 31, 2025		
	Principal Amount	Carrying Value	Fair Value	Principal Amount	Carrying Value	Fair Value
Senior unsecured notes	$ 26,734	$ 26,667	$ 23,936	$ 27,250	$ 27,197	$ 25,634
Senior secured notes and debentures[a]	68,150	66,736	55,573	55,418	55,658	48,030
Credit facilities[b]	13,690	13,649	13,113	11,949	11,901	11,803
	$ 108,574	$ 107,052	$ 92,622	$ 94,617	$ 94,756	$ 85,467

[a] Includes the Company's £625 million fixed-rate British pound sterling denominated notes (the "Sterling Notes") (remeasured at $829 million and $842 million as of September 30, 2026 and December 31, 2025, respectively, using the exchange rate at the respective dates) and the Company's £650 million aggregate principal amount of Sterling Notes (remeasured at $863 million and $876 million as of September 30, 2026 and December 31, 2025, respectively, using the exchange rate at the respective dates).

[b] The Company has availability under the Charter Operating credit facilities of approximately $2.4 billion as of September 30, 2026.

The estimated fair value of the Company's senior unsecured and secured notes and debentures as of September 30, 2026 and December 31, 2025 is based on quoted market prices in active markets and is classified within Level 1 of the valuation hierarchy, while the estimated fair value of the Company's credit facilities is based on quoted market prices in inactive markets and is classified within Level 2.

In February 2026, CCO Holdings and CCO Holdings Capital Corp. redeemed $750 million in aggregate principal amount of the outstanding 5.500% senior notes due 2026 and $2.25 billion in aggregate principal amount of the outstanding 5.125% senior notes due 2027. The transactions resulted in a loss on extinguishment of debt of approximately $4 million during the nine months ended September 30, 2026 recorded in other income (expenses), net in the consolidated statement of operations.

In August 2026, Charter Operating and Charter Communications Operating Capital Corp. jointly issued $1.75 billion of 6.050% senior secured notes due February 2032 at a price of 99.839% of the aggregate principal amount, $1.0 billion of 6.600% senior secured notes due February 2034 at a price of 99.896% of the aggregate principal amount, $1.0 billion of 6.950% senior secured notes due August 2036 at a price of 99.937% of the aggregate principal amount and $1.0 billion of 7.850% senior secured notes due August 2056 at a price of 99.921% of the aggregate principal amount. The net proceeds were used to pay the cash consideration for the Cox Transactions and for general corporate purposes, including to repay certain indebtedness and to pay related fees and expenses.

In August 2026, Charter Operating, Charter Communications Operating Capital Corp. and Time Warner Cable, LLC ("TWC, LLC") exchanged approximately $5.5 billion in aggregate principal amount of various series of senior secured notes for a combination of $622 million in cash and approximately $1.7 billion of 7.087% senior secured notes due September 2038 issued at par and approximately $1.7 billion of 7.337% senior secured notes due September 2041 issued at par. The transactions resulted in a gain on extinguishment of debt of approximately $1.4 billion during the three and nine months ended September 30, 2026 recorded in other income (expenses), net in the consolidated statement of operations.

During the nine months ended September 30, 2026, the Company repurchased $1.2 billion in aggregate principal amount of various series of notes under an open market repurchase program. The transactions resulted in a gain on extinguishment of debt of approximately $243 million during the nine months ended September 30, 2026 recorded in other income (expenses), net in the consolidated statement of operations.

Assumed Cox Communications Indebtedness

The Company assumed approximately $11.8 billion in aggregate principal amount of Cox Communications' senior secured notes with varying maturities. The Company applied business combination accounting to Cox Communications, and as a result, the debt assumed was adjusted to fair value using quoted market values as of the closing date. This fair value adjustment resulted in recognition of a net debt discount of approximately $1.7 billion. The quoted market value of a debt instrument is lower than the principal amount of debt when the market interest rates are higher than the stated interest rate of the debt. The debt discount is amortized to interest expense over the remaining life of the applicable debt.

In September 2026, $1.0 billion of Cox Communications debt was redeemed at maturity. No gain or loss was recorded on the debt redemption at maturity.

Cox Communications Notes

As a result of the Cox Transactions, the Cox Communications senior notes and debentures are guaranteed by CCO Holdings, Charter Operating and substantially all of the subsidiaries of Charter Operating (other than Cox Communications) and rank equally with the liens on the collateral securing obligations under the Company's senior secured notes and credit facilities. Interest on each series of Cox Communications senior notes and debentures is payable semi-annually in arrears.

The Cox Communications indenture contains customary covenants relating to restrictions on the ability of Cox Communications or any of its restricted subsidiaries to incur liens securing indebtedness for borrowed money and on the ability of Cox Communications to consolidate, merge or convey or transfer substantially all of its assets. The Cox Communications indentures also contain customary events of default.

The Cox Communications senior notes and debentures may be redeemed in whole or in part at any time at Cox Communications' option at a redemption price equal to the greater of (i) all of the applicable principal amount being redeemed and (ii) the sum of the present values of the remaining scheduled payments on the applicable Cox Communications senior notes discounted to the redemption date on a semi-annual basis, at a comparable government bond rate plus a designated number of basis points as further described in the indenture and the applicable note or supplemental indenture, plus, in each case, accrued but unpaid interest to, but not including, the redemption date.

Assumed Liberty Broadband Indebtedness

In connection with the Liberty Broadband Transaction, the Company assumed approximately $1.2 billion of Liberty Broadband debt consisting of a $359 million note payable to Charter issued in May 2026 and $844 million net short-term debt. After closing of the Liberty Broadband Transaction, the Company net settled the note payable issued by Charter and repaid the net short-term debt.

7. Equipment Installment Plan Financing Facility

CCO EIP Financing, LLC (the "SPV Borrower"), a bankruptcy remote special purpose vehicle and consolidated subsidiary of the Company, is the borrower of a senior secured revolving credit facility to finance the purchase of equipment installment plan receivables ("EIP Receivables") with a number of financial institutions (the "EIP Financing Facility").

The revolving credit facility under the EIP Financing Facility bears interest on the outstanding borrowings based on lenders' cost of funds plus an applicable margin and was 4.86% and 5.14% as of September 30, 2026 and December 31, 2025, respectively. The EIP Financing Facility has a final maturity date of November 3, 2030, comprised of a twelve-month revolving loan period subject to renewal, and if not renewed, cash flows on EIP Receivables are applied to amortize the loan which may occur over a period of up to three years. SPV Borrower may borrow up to $2.6 billion under the EIP Financing Facility. As of September 30, 2026 and December 31, 2025, the carrying value of the EIP Financing Facility was $1.7 billion and $1.4 billion, respectively, and is included in the Company's consolidated balance sheets.

The SPV Borrower's sole business consists of the purchase or acceptance through capital contributions of the EIP Receivables from Spectrum Mobile Equipment, LLC (the sole direct parent entity of SPV Borrower that originates the EIP Receivables) and the subsequent retransfer of or granting of a security interest in such EIP Receivables to the administrative agent under the EIP

Financing Facility. The SPV Borrower is a separate legal entity with its own separate creditors who will be entitled, upon its liquidation, to be satisfied out of the SPV Borrower's assets prior to any assets or value in the SPV Borrower becoming available to the SPV Borrower's equity holders, and the assets of the SPV Borrower are not available to pay creditors of any other affiliate of the Company.

The EIP Financing Facility is accounted for on a consolidated basis as a secured borrowing. As of September 30, 2026 and December 31, 2025, pledged EIP Receivables with an unpaid principal balance of $2.4 billion and $2.2 billion, respectively, included in accounts receivable, net and other noncurrent assets, and restricted cash of $43 million and $121 million, respectively, included in prepaid expenses and other current assets, are held by the SPV Borrower and reflected in the Company's consolidated balance sheets. Receipts from mobile customers related to the underlying EIP Receivables are reflected as cash flows from operating activities and borrowings and repayments under the EIP Financing Facility are reflected as cash flows from financing activities in the Company's consolidated statements of cash flows.

8. Common Stock

Charter's Class A common stock, Class B common stock and Class C common stock are identical except with respect to certain voting, transfer and conversion rights. Holders of Class A common stock are entitled to one vote per share. Charter's Class B common stock represents the share issued to A/N and Charter's Class C common stock represents the share issued to Cox Equity Holdings. One share of Charter's Class B common stock has a number of votes reflecting the voting power of the Charter Holdings common units held by A/N as of the applicable record date on an as-exchanged basis, and is generally intended to reflect A/N's economic interests in Charter Holdings. One share of Charter's Class C common stock has a number of votes reflecting the voting power of the Charter Holdings common units and the Charter Holdings convertible preferred units held by Cox Equity Holdings as of the applicable record date on an as-converted, as-exchanged basis, and is generally intended to reflect Cox Equity Holdings' economic interests in Charter Holdings.

The following table summarizes our shares outstanding for the nine months ended September 30, 2026 and 2025:

	Class A Common Stock	Class B Common Stock	Class C Common Stock
BALANCE, December 31, 2024	141,946,426	1	—
Exercise of stock options	339,696	—	—
Restricted stock issuances, net of cancellations	11,539	—	—
Restricted stock unit vesting	692,439	—	—
Purchase of treasury stock	(13,580,734)	—	—
BALANCE, September 30, 2025	129,409,366	1	—
BALANCE, December 31, 2025	126,631,549	1	—
Issuance of shares in Liberty Broadband Transaction	33,869,616	—	—
Repurchase of shares in Liberty Broadband Transaction	(38,583,663)	—	—
Issuance of share to Cox Equity Holdings in the Cox Transactions	—	—	1
Exercise of stock options	1,817,517	—	—
Restricted stock issuances, net of cancellations	20,583	—	—
Restricted stock unit vesting	1,036,633	—	—
Stock issuances pursuant to employee stock purchase plan	138,253	—	—
Purchase of treasury stock	(10,476,268)	—	—
BALANCE, September 30, 2026	114,454,220	1	1

The following represents the Company's purchase of Charter Class A common stock (excluding the Liberty Broadband Transaction) and the effect on the consolidated statements of cash flows during the three and nine months ended September 30, 2026 and 2025.

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026		2025		2026		2025	
	Shares	$	Shares	$	Shares	$	Shares	$
Share buybacks	139,807	$ 19	7,298,058	$ 2,099	8,424,447	$ 1,820	13,135,958	$ 4,273
Income tax withholding	11,715	2	53,912	14	401,840	79	275,312	93
Exercise cost	—	—	7,718	—	1,649,981	—	169,464	—
	151,522	$ 21	7,359,688	$ 2,113	10,476,268	$ 1,899	13,580,734	$ 4,366

Share buybacks above include shares of Charter Class A common stock purchased from Liberty Broadband (excluding the Liberty Broadband Transaction) as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Number of shares purchased	139,807	893,798	2,947,397	2,528,059
Amount of shares purchased	$ 19	$ 300	$ 614	$ 900

As of September 30, 2026, Charter had remaining board authority to purchase an additional $836 million of Charter's Class A common stock and/or Charter Holdings common units. The Company also withholds shares of its Class A common stock in payment of income tax withholding owed by employees upon vesting of equity awards as well as exercise costs owed by employees upon exercise of stock options.

In 2025, Charter's board of directors approved the retirement of the then currently held treasury stock and those shares were retired as of December 31, 2025. The Company accounts for treasury stock using the cost method and includes treasury stock as a component of total shareholders' equity.

9. Noncontrolling Interests

Noncontrolling interests represent consolidated subsidiaries of which the Company owns less than 100%. The Company is a holding company whose principal asset is a controlling equity interest in Charter Holdings, the indirect owner of the Company's cable systems. Noncontrolling interests on the Company's balance sheet consist primarily of A/N's and Cox Equity Holdings' equity interests in Charter Holdings, which are comprised of a common ownership interest as well as Cox Equity Holdings' convertible preferred ownership interest. The Charter Holdings common units and convertible preferred units are recorded in noncontrolling interests as permanent equity on the consolidated balance sheets.

In connection with the closing of the Cox Transactions, Charter Holdings issued 60 million convertible preferred units to Cox Equity Holdings with a face amount of $6.0 billion that pay a 6.875% annual preferred dividend. The 6.875% annual preferred dividend is paid quarterly in cash, if and when declared, provided that, if dividends are suspended at any time, the dividends will accrue until they are paid. The Charter Holdings convertible preferred units are convertible into approximately 12.6 million Charter Holdings common units, with an initial conversion price of $477.41, subject to certain adjustments. The Charter Holdings common units are exchangeable by the holder, in certain circumstances, for cash or, at the election of Charter, Charter Class A common stock on a one-for-one basis, subject to certain adjustments. After August 19, 2031, Charter may redeem the convertible preferred units if the price of Charter Class A common stock exceeds 130% of the conversion price.

In connection with the closing of the Cox Transactions, Charter Holdings also issued approximately 33.6 million common units to Cox Equity Holdings, which are exchangeable by the holder, in certain circumstances, for cash or, at the election of Charter, Charter Class A common stock on a one-for-one basis, subject to certain adjustments. Net income of Charter Holdings

attributable to Cox Equity Holdings' common noncontrolling interest for financial reporting purposes is based on the weighted average effective common ownership interest of approximately 21% for the three and nine months ended September 30, 2026.

Net (income) loss of Charter Holdings attributable to A/N's common noncontrolling interest for financial reporting purposes is based on the weighted average effective common ownership interest and was approximately 11% up until the closing of the Cox Transactions and is approximately 9% after closing of the Cox Transactions.

Net (income) loss attributable to noncontrolling interest in the consolidated statements of operations consisted of the following for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net (income) loss of Charter Holdings attributable to A/N's common noncontrolling interest	$ 436	$ (179)	$ 5	$ (564)
Net income of Charter Holdings attributable to Cox Equity Holdings' common noncontrolling interest	(85)	—	(85)	—
Preferred dividend on Charter Holdings convertible preferred units	(48)	—	(48)	—
Other	(1)	—	(2)	(1)
	$ 302	$ (179)	$ (130)	$ (565)

The following table represents Charter Holdings' purchase of Charter Holdings common units from A/N and the effect on total shareholders' equity during the three and nine months ended September 30, 2025. Charter Holdings did not purchase any Charter Holdings common units from A/N during the three and nine months ended September 30, 2026.

	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2025
Number of units purchased	312,960	996,296
Purchase of noncontrolling interest	$ 121	$ 373
Carrying value of noncontrolling interest purchased	$ (88)	$ (273)
Excess purchased recorded to additional paid-in-capital, net of tax	$ (25)	$ (75)

Total shareholders' equity was also adjusted during the three and nine months ended September 30, 2026 and 2025 due to new partnership formation and changes in Charter Holdings' ownership as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Change in noncontrolling interest	$ 3,242	$ (2)	$ 3,316	$ (40)
Change in additional paid-in-capital, net of tax	$ (2,441)	$ 1	$ (2,497)	$ 30

For the three and nine months ended September 30, 2026, the decrease in additional paid-in-capital is net of $801 million and $819 million, respectively, of deferred income taxes as a result of adjusting the carrying amounts of controlling and noncontrolling interest to reflect the relative effective common ownership interest in Charter Holdings.

10. Accounting for Derivative Instruments and Hedging Activities

Cross-currency derivative instruments are used to manage foreign exchange risk on the Sterling Notes by effectively converting £1.275 billion aggregate principal amount of fixed-rate British pound sterling denominated debt, including annual interest payments and the payment of principal at maturity, to fixed-rate U.S. dollar denominated debt. The fair value of the Company's

cross-currency derivatives, which are classified within Level 2 of the valuation hierarchy, was $387 million and $406 million and is included in other long-term liabilities on its consolidated balance sheets as of September 30, 2026 and December 31, 2025, respectively.

The effects of financial instruments are recorded in other income (expenses), net in the consolidated statements of operations and consisted of the following.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Change in fair value of cross-currency derivative instruments	$ 54	$ (72)	$ 19	$ 39
Foreign currency remeasurement of Sterling Notes to U.S. dollars	(1)	37	26	(119)
Gain (loss) on financial instruments, net	$ 53	$ (35)	$ 45	$ (80)

11. Revenues

The Company's revenues by product line are as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Internet	$ 6,395	$ 5,971	$ 18,023	$ 17,870
Mobile service	1,134	954	3,281	2,789
Connectivity	7,529	6,925	21,304	20,659
Video	3,292	3,389	9,693	10,457
Voice	340	332	1,009	1,034
Residential revenue	11,161	10,646	32,006	32,150
Legacy Charter small business	1,090	1,088	3,284	3,272
Legacy Charter mid-market & large business	762	747	2,272	2,221
Legacy Cox Communications business	397	—	397	—
Commercial revenue	2,249	1,835	5,953	5,493
Advertising sales	460	356	1,234	1,067
Other	1,052	835	2,852	2,463
	$ 14,922	$ 13,672	$ 42,045	$ 41,173

As of September 30, 2026 and December 31, 2025, accounts receivable, net on the consolidated balance sheets includes approximately $1.4 billion and $1.3 billion of current equipment installment plan receivables, respectively, and other noncurrent assets includes approximately $1.3 billion and $1.1 billion of noncurrent equipment installment plan receivables, respectively.

12. Segment Reporting

The Company's operations are managed and reported to its Chief Executive Officer ("CEO"), the Company's chief operating decision maker ("CODM"), on a consolidated basis. The Company provides broadband connectivity services with all of its services delivered to customers over an advanced communications network. The CODM assesses performance and allocates resources based on the Company's consolidated statements of operations, as the converged network requires the CODM to manage and evaluate the results of the business in a consolidated manner to drive efficiencies and develop uniform strategies.

Accordingly, key components and processes of the Company's operations are managed centrally, including contracting for programming, capital and new technology development and deployment, plant engineering, customer service, marketing, legal and government affairs. Segment asset information is not used by the CODM to allocate resources. Under this organizational and reporting structure, the Company has one reportable segment.

As a single reportable segment entity, the Company's segment performance measure is net income attributable to Charter shareholders. See Note 11 for a description of the Company's disaggregated revenues by product line. Significant segment expenses are presented in the Company's consolidated statements of operations. Additional disaggregated significant segment expenses on a functional basis, that are not separately presented on the Company's consolidated statements of operations, are presented below.

Operating Costs and Expenses

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Programming	$ 2,129	$ 2,184	$ 6,252	$ 6,739
Other costs of revenue	2,108	1,677	5,710	4,912
Field and technology operations	1,520	1,329	4,091	3,903
Customer operations	824	798	2,375	2,347
Marketing and residential sales	1,034	976	2,880	2,883
Stock compensation expense (see Note 13)	177	151	518	530
Transition expenses	76	4	165	4
Other expense	1,288	1,143	3,543	3,368
	$ 9,156	$ 8,262	$ 25,534	$ 24,686

Programming costs consist primarily of costs paid to programmers for basic, premium, video on demand and pay-per-view programming. Other costs of revenue include costs directly related to providing Internet, mobile, video and voice services including mobile device costs, payments to franchise and regulatory authorities, payments for sports, local and news content produced by the Company and direct costs associated with the Company's commercial and advertising businesses. Also included in other costs of revenue are content acquisition costs for the Los Angeles Lakers' basketball games and Los Angeles Dodgers' baseball games, which are recorded as games are exhibited over the contract period. Field and technology operations costs include indirect costs incurred to manage the Company's inside and outside cable network, including labor for the non-capitalizable portion of customer installations and service and repairs. Customer operations costs include call center labor costs for customer care, billing costs, bad debt expense, and collections. Marketing and residential sales costs represent the costs of marketing residential and business Internet, mobile, video and voice services and costs to sell to current and potential non-bulk residential customers, including labor cost. Transition expenses represent incremental costs incurred for the integration of Cox Communications' operations and to bring systems and processes into a uniform operating structure. Other expense includes corporate overhead costs, as well as certain indirect costs associated with commercial, advertising sales, networks and multi-dwelling units, including related sales expenses.

Other Operating Expenses, Net

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Restructuring costs	$ 149	$ 87	$ 152	$ 142
Special charges, net	31	(8)	69	(3)
Merger and acquisition costs	158	21	181	65
Loss on sale or retirement of assets, net	7	19	9	119
	$ 345	$ 119	$ 411	$ 323

Restructuring costs primarily represents employee termination costs, lease termination costs and other exit costs related to organization restructuring. Special charges, net primarily includes net amounts of litigation settlements. Merger and acquisition costs represent costs incurred primarily in connection with the Cox Transactions, such as advisory, legal and other transaction costs. Loss on sale or retirement of assets, net includes a $90 million impairment on non-strategic assets during the nine months ended September 30, 2025.

Other Income (Expenses), Net

Other income (expenses), net consist of the following for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Loss on equity investments, net	$ (86)	$ (78)	$ (229)	$ (282)
Gain (loss) on financial instruments, net (see Note 10)	53	(35)	45	(80)
Gain (loss) on extinguishment of debt, net (see Note 6)	1,391	(28)	1,630	(28)
Net periodic pension benefit	7	12	7	12
	$ 1,365	$ (129)	$ 1,453	$ (378)

13. Stock Compensation Plans

Charter's stock incentive plans provide for grants of nonqualified stock options, incentive stock options, stock appreciation rights, dividend equivalent rights, performance units and performance shares, share awards, phantom stock, restricted stock units and restricted stock. Directors, officers and other employees of the Company and its subsidiaries, as well as others performing consulting services for the Company, are eligible for grants under the stock incentive plans.

Charter granted the following equity awards for the periods presented.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Stock options	4,177,800	35,300	6,608,900	1,482,600
Restricted stock	5,300	—	20,600	11,500
Restricted stock units	3,652,800	21,600	5,830,100	1,205,100

Stock options and restricted stock units generally cliff vest three years from the date of grant. Certain stock options and restricted stock units vest based on achievement of stock price hurdles. Stock options generally expire ten years from the grant date and restricted stock units have no voting rights. Restricted stock generally vests one year from the date of grant.

As of September 30, 2026, total unrecognized compensation remaining to be recognized in future periods totaled $428 million for stock options, $956 million for restricted stock units and $3 million for restricted stock and the weighted average period over which they are expected to be recognized is two years for stock options and restricted stock units and seven months for restricted stock.

14. Earnings (Loss) Per Share

Basic earnings (loss) per common share is computed by dividing net income (loss) attributable to Charter shareholders by the weighted average number of shares of common stock outstanding during the period. Diluted earnings per common share considers the impact of potentially dilutive securities using the treasury stock and if-converted methods and is based on the weighted average number of shares used for the basic earnings per share calculation, adjusted for the dilutive effect of stock options, restricted stock units, restricted stock, equity awards with market conditions and Charter Holdings common units and convertible preferred units. Basic loss per common share equals diluted loss per common share for the three months ended September 30, 2026 because the Company incurred a net loss during that period. Charter Holdings weighted average common units of 5 million and weighted average convertible preferred units of 2 million held by Cox Equity Holdings for the nine months ended September 30, 2026, and Charter Holdings weighted average common units held by A/N of 16 million for each of the three and nine months ended September 30, 2025, were not included in the computation of diluted earnings per share as their effect would have been antidilutive.

The following is the computation of diluted earnings per common share for the periods presented.

	Three Months Ended September 30,	Nine Months Ended September 30,	
	2025	2026	2025
Numerator:			
Net income attributable to Charter shareholders	$ 1,137	$ 58	$ 3,655
Effect of dilutive securities:			
Charter Holdings common units held by A/N	—	(5)	—
Net income attributable to Charter shareholders after assumed conversions	$ 1,137	$ 53	$ 3,655
Denominator:			
Weighted average common shares outstanding, basic	133,763,886	120,820,024	137,825,025
Effect of dilutive securities:			
Weighted average Charter Holdings common units held by A/N	—	15,511,283	—
Assumed exercise or issuance of shares relating to stock plans	2,631,247	1,217,542	3,001,276
Weighted average common shares outstanding, diluted	136,395,133	137,548,849	140,826,301
Basic earnings per common share attributable to Charter shareholders	$ 8.50	$ 0.48	$ 26.52
Diluted earnings per common share attributable to Charter shareholders	$ 8.34	$ 0.38	$ 25.95

15. Related Party Transactions

Upon closing of the Cox Transactions and Liberty Broadband Transaction, certain additional related agreements were entered into as follows:

- the Third Amended and Restated Stockholders Agreement (the "Amended Stockholders Agreement"), by and among Charter, Cox Enterprises, Cox Equity Holdings and A/N, which amends and restates the Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015, by and among Charter, A/N and Liberty Broadband;
- a letter agreement, by and among Charter, Charter Holdings and Cox Enterprises, regarding Cox Enterprises' participation in share repurchases by Charter;
- a letter agreement, by and among Charter, Charter Holdings and A/N, regarding A/N's participation in share repurchases by Charter;
- the Second Amended and Restated Limited Liability Company Agreement of Charter Holdings, by and among Charter, Cox Equity Holdings, A/N and the other parties thereto, which amends and restates the Amended and Restated Limited Liability Company Agreement of Charter Holdings, dated as of May 18, 2016, by and among Charter, Charter Holdings, A/N and the other parties thereto;
- the Amended and Restated Tax Receivables Agreement, by and among Charter, Cox Equity Holdings, A/N and the other parties thereto, which amends and restates the Tax Receivables Agreement, dated as of May 18, 2016, by and among Charter, A/N and the other parties thereto;
- the Amended and Restated Exchange Agreement, by and among Charter, Cox Enterprises, Cox Equity Holdings, A/N and the other parties thereto, which amends and restates the Exchange Agreement, dated as of May 18, 2016, by and among Charter, A/N and the other parties thereto; and
- the Amended and Restated Registration Rights Agreement, by and among Charter, Cox Enterprises, Cox Equity Holdings and A/N, which amends and restates the Registration Rights Agreement, dated as of May 18, 2016, by and among Charter, A/N, Liberty Broadband and the other parties thereto.

Pursuant to the Amended Stockholders Agreement, the size of the board of directors of Charter (the "Board") is thirteen directors. Each of Cox Enterprises and A/N are entitled to designate up to three nominees to be elected to the Board, provided that each maintains certain specified voting or equity ownership thresholds. Upon closing of the Cox Transactions and Liberty Broadband Transaction, the Liberty Broadband director designees resigned from the Board, A/N's director designees continued to serve on the Board and Cox Enterprises' three designees were appointed to the Board. Cox Enterprises and A/N also have certain committee designation rights, subject to applicable stock exchange rules and certain specified voting or equity ownership thresholds, and other governance rights. Additionally, the Amended Stockholders Agreement provides that each of Cox Enterprises and A/N are subject to certain limits on acquisitions of equity securities of Charter (30% in the case of Cox Enterprises; 19% in the case of A/N). In addition, any shares owned by Cox Enterprises or A/N in excess of its applicable voting cap (30% in the case of Cox Enterprises; 15% in the case of A/N) must be voted in proportion to the public stockholders of Charter, other than with respect to certain specified matters. Pursuant to the Amended Stockholders Agreement, each of Cox Enterprises and A/N are subject to certain standstill provisions and are not permitted to form a group, within the meaning of Regulation 13D, with each other or otherwise have arrangements or understandings concerning Charter except as otherwise permitted by the Amended Stockholders Agreement. Pursuant to the Amended Stockholders Agreement, each of Cox Enterprises and A/N are entitled to preemptive rights to maintain their respective percentage equity ownership of Charter in certain specified circumstances and to the extent that each maintains certain specified thresholds of equity ownership in Charter. Each of Cox Enterprises and A/N are subject to certain restrictions on their ability to sell, transfer or dispose of their Charter securities. The rights of each of Cox Enterprises and A/N under the Amended Stockholders Agreement will generally terminate as such party falls below certain equity ownership thresholds, subject to certain grace periods during which such party can return its ownership or voting interest to the applicable threshold.

Pursuant to the Amended Stockholders Agreement, (i) Alexander C. Taylor, Chairman and Chief Executive Officer of Cox Enterprises, serves as the Chairman of the Board for an initial three-year term from the closing of the Cox Transactions (unless Mr. Taylor ceases to serve as a member of the Board prior thereto) and (ii) the lead independent director of the Board is Eric L. Zinterhofer. Following Mr. Taylor's term as Chairman, the Board will return to its normal annual process. Additionally, following Mr. Taylor's term as Chairman, Christopher L. Winfrey, the Chief Executive Officer of Charter, will serve as Chairman of the Board; provided that if Mr. Winfrey is no longer a member of the Board or is unwilling to serve as Chairman, then Mr. Zinterhofer instead will serve as Chairman (subject to his continued membership on the Board and willingness to serve).

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

General

Charter Communications, Inc. (together with its controlled subsidiaries, "Charter"), through its Spectrum brand, is the leading Internet and video provider in the nation and the fastest growing mobile company in our footprint, with services available to more than 70 million homes and businesses across 45 states.

Charter is a holding company whose principal asset is a controlling equity interest in Charter Communications Holdings, LLC ("Charter Holdings"), an indirect owner of Charter Communications Operating, LLC ("Charter Operating") under which substantially all of the operations reside. At the closing of the Cox Transactions (as defined below), the limited liability company agreement of Charter Holdings was amended and restated by and among Charter, Advance/Newhouse Partnership ("A/N"), Cox Communications Equity Holdings, Inc. ("Cox Equity Holdings"), a wholly owned subsidiary of Cox Enterprises, Inc. ("Cox Enterprises"), and the other parties thereto. All significant intercompany accounts and transactions among consolidated entities have been eliminated.

The Cox Transactions

On August 19, 2026, the transactions contemplated by the Transaction Agreement, dated May 16, 2025, by and among Charter, Charter Holdings, and Cox Enterprises were completed (the "Cox Transactions"). In the Cox Transactions, Charter acquired Cox Communications, Inc.'s ("Cox Communications") residential cable business, which was contributed to Charter Holdings in exchange for Charter Holdings common units, Charter Holdings convertible preferred units and cash, and Cox Communications' commercial fiber and managed IT and cloud services businesses, which Charter purchased for cash. Cox Equity Holdings received a noncontrolling interest in Charter Holdings and one share of a new class of Charter voting stock. See Note 2 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

Liberty Broadband Transaction

On August 19, 2026, the transactions contemplated by the Agreement and Plan of Merger, dated November 12, 2024, by and among Charter, Liberty Broadband Corporation ("Liberty Broadband"), Fusion Merger Sub 1, LLC, a wholly owned subsidiary of Charter, and Fusion Merger Sub 2, Inc., a wholly owned subsidiary of Fusion Merger Sub 1, LLC, were completed (the "Liberty Broadband Transaction"). See Note 3 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

Overview

With the closing of the Cox Transactions, we added approximately 5.4 million residential customers becoming the nation's leading Internet and video provider, passing more than 70 million homes and businesses across the United States. In September 2026, we began offering the full suite of Spectrum residential and small business products across the Cox Communications footprint.

The competitive environment continued to challenge our Internet customer growth in the third quarter of 2026 with legacy Charter losing 156,000 Internet customers. Legacy Charter mobile lines grew by 440,000, and video customer losses improved compared to the prior year period, reflecting improvements to our video product offering.

In November 2026, we announced a new operating model focused on returning to growth, principally by winning more Internet customers, and becoming a simpler and more efficient organization.

To return to growth, we are reformulating our consumer proposition and go-to-market approach to increase Internet connects through simpler, more transparent offers, modified sales channel capabilities and the layering of mobile and video into our Internet offerings. We also intend to reduce churn through reconfigured promotional and retail offers and a more disciplined focus on the drivers of customer service calls, including continued investment in technology. We seek to maintain or increase average revenue per customer at connect and over the course of the customer relationship while returning to customer growth.

To become more efficient, we are redesigning how we operate our business to reduce complexity and focusing resources on activities that contribute most directly to growth. In addition to the more than $1 billion of annualized run-rate operating expense synergies we anticipate from the Cox Transactions, we are targeting an additional $2 billion of annualized run-rate

operating expense savings over the next 18 months. We expect the savings to come primarily from eliminating projects that do not contribute to Internet growth, reducing management layers and obtaining better speed, quality and pricing from a more focused and narrowed set of vendors. We cannot provide assurance that we will achieve these synergies or savings in the amounts or timing we expect, or at all.

We currently offer Spectrum Internet speeds up to 1 Gbps across our entire footprint and multi-gigabit speeds in a portion of our footprint. Our network evolution initiative is designed to deliver symmetrical and multi-gigabit speeds across our entire footprint with convergence everywhere we operate. We spent $292 million and $1.1 billion on our subsidized rural construction initiative during the three and nine months ended September 30, 2026, respectively, and activated approximately 116,000 and 332,000 subsidized rural passings, respectively.

We realized revenue, Adjusted EBITDA and income (loss) from operations during the periods presented as follows (in millions; all percentages are calculated using whole numbers; minor differences may exist due to rounding):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2026	2025	% Change	2026	2025	% Change
Revenues	$ 14,922	$ 13,672	9.1 %	$ 42,045	$ 41,173	2.1 %
Adjusted EBITDA	$ 5,943	$ 5,561	6.9 %	$ 17,029	$ 17,017	0.1 %
Income (loss) from operations	$ (3,526)	$ 3,131	(212.6)%	$ 2,745	$ 9,647	(71.5)%

Adjusted EBITDA is defined as net income (loss) attributable to Charter shareholders plus net (income) loss attributable to noncontrolling interest, interest expense, net, income taxes, depreciation and amortization, impairment of franchises, stock compensation expense, other income (expenses), net and other operating (income) expenses, net, such as restructuring costs, special charges, merger and acquisition costs and (gain) loss on sale or retirement of assets. See “Use of Adjusted EBITDA and Free Cash Flow” for further information on Adjusted EBITDA and free cash flow.

Total revenues increased $1.3 billion and $872 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to the Cox Transactions which increased revenues by $1.4 billion. Excluding the Cox Transactions, total revenues decreased $118 million and $496 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to a higher seamless entertainment allocation and lower customer relationships, partly offset by mobile line growth.

Adjusted EBITDA increased $382 million and $12 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to the Cox Transactions. Excluding the Cox Transactions, Adjusted EBITDA decreased primarily due to lower legacy Charter revenue and higher transition expenses incurred as we integrate Cox Communications. Income (loss) from operations was further impacted by an impairment on franchises, higher depreciation and amortization and merger and acquisition costs incurred in connection with the closing of the Cox Transactions.

The following table summarizes our customer statistics for connectivity, Internet, mobile, video and voice as of September 30, 2026 and 2025 (in thousands except per customer data and footnotes).

	Approximate as of September 30,	
	2026 [a]	2025 [a]
Customer Relationships [b]		
Residential	34,476	29,734
Small Business [c]	2,215	2,239
Total Customer Relationships	36,691	31,973
Monthly Residential Revenue per Residential Customer [d]	$ 117.12	$ 119.16
Monthly Small Business Revenue per Small Business Customer [c][e]	$ 163.74	$ 161.97
Connectivity [f]		
Residential	33,294	28,658
Small Business [c]	2,064	2,077
Total Connectivity Customers	35,358	30,735
Internet		
Residential	32,289	27,760
Small Business [c]	2,025	2,039
Total Internet Customers	34,314	29,799
Mobile Lines [g]		
Residential	12,992	10,964
Small Business [c]	460	374
Total Mobile Lines	13,452	11,338
Video [h]		
Residential	13,298	12,023
Small Business [c]	503	538
Total Video Customers	13,801	12,561
Voice		
Residential	4,952	4,967
Small Business [c]	1,191	1,219
Total Voice Customers	6,143	6,186

After giving effect to the Cox Transactions described above, residential customer statistics would have been the following as of September 30, 2025 (in thousands):

Customer Relationships [b]	35,419
Connectivity [f]	34,084
Internet	33,173
Mobile Lines [g]	11,282
Video [h]	13,519
Voice	5,730

(a) We calculate the aging of customer accounts based on the monthly billing cycle for each account in accordance with our collection policies. On that basis, as of September 30, 2026 and 2025, customers include approximately 101,800 and 87,100 customers, respectively, whose accounts were over 60 days past due, approximately 11,700 and 10,500 customers, respectively, whose accounts were over 90 days past due and approximately 17,700 and 13,200 customers, respectively,

whose accounts were over 120 days past due. Past due accounts as of September 30, 2025 are for legacy Charter only.

(b) Customer relationships include the number of customers that receive one or more levels of service, encompassing Internet, mobile, video and voice services, without regard to which service(s) such customers receive. Customers who reside in residential multiple dwelling units ("MDUs") and that are billed under bulk contracts are counted based on the number of billed units within each bulk MDU. Total customer relationships exclude legacy Charter mid-market & large business customer relationships and legacy Cox Communications business customers.

(c) Small business customer statistics reflect data for legacy Charter customers only.

(d) Monthly residential revenue per residential customer is calculated as legacy Charter total residential quarterly revenue divided by three divided by legacy Charter average residential customer relationships during the respective quarter.

(e) Monthly small business revenue per small business customer is calculated as total small business quarterly revenue divided by three divided by average small business customer relationships during the respective quarter.

(f) Connectivity customers represent all customers receiving our Internet and/or mobile connectivity services.

(g) Mobile lines include phones and tablets which require one of our standard rate plans (e.g., "Unlimited" or "By the Gig"). Mobile lines exclude wearables and other devices that do not require standard phone rate plans.

(h) Video customers only include customers that purchase traditional or streaming linear video packages and exclude customers that only purchase streaming applications.

Critical Accounting Policies and Estimates

For a discussion of our critical accounting policies and the means by which we develop estimates, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2025 Annual Report on Form 10-K. There have been no material changes to the critical accounting policies and estimates described in our Form 10-K, except as set forth below.

Valuation and impairment of franchises and goodwill

During the third quarter of 2026, we determined that the sustained decline in Charter's stock price was a triggering event requiring an interim quantitative impairment analysis of our franchises and goodwill as of July 31, 2026. See Note 4 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

Fair value was estimated using unobservable inputs that require significant judgment. The most significant are the projected enterprise cash flows, the portion of those cash flows attributable to franchises based upon customer growth and attrition, and discount rates. Projected cash flows reflect assumptions about customer growth and attrition, pricing, programming and other operating costs, and capital investment requirements and are generally consistent with market assumptions and analyst consensus. The discount rate is based on a market participant's weighted average cost of capital. The determination of fair value also required significant judgment regarding the fair value of property, plant and equipment and the associated contributory asset charges. Changes in these assumptions could materially impact the amount of excess earnings attributed to the franchises and the resulting estimate of fair value.

We tested legacy Charter's two franchise units of accounting and recorded a pre-tax non-cash franchise impairment charge of $6.3 billion related to one franchise unit of accounting. The franchise impairment reflects both the impact of updated financial projections with reduced estimated future cash flows reflecting lower estimates for future customer and revenue growth, given recent results and market perception of risk, and higher values attributable to the replacement cost of fixed assets given global market inflationary pressure for certain network components. Also, in connection with the quantitative analysis performed, we concluded that the fair value of the other franchise unit of accounting exceeded its carrying amount by approximately 8% and no impairment was recorded. The impairment analysis is sensitive to changes in discount rates. Holding all other assumptions constant, a 50-basis point increase in the discount rate would result in the fair value of the franchise unit that was not impaired approximating its carrying amount, while increasing the impairment charge recorded for the other franchise unit by approximately $1.9 billion.

In connection with the quantitative analysis performed on goodwill as of July 31, 2026, and after giving effect to the franchise impairment discussed above, we concluded that the fair value of our reporting unit substantially exceeded our carrying value and no impairment was recorded.

We considered Charter's market capitalization and other available market information when evaluating the reasonableness of our fair value conclusions. We may record additional impairments in future periods should estimated future cash flows decline, discount rates increase or Charter's stock price continues to decline, indicating fair values may have fallen below carrying

values. Due to the inherent uncertainty involved in making these estimates, actual results could differ from those estimates, which could materially impact the determination of fair value or impairment, or both.

Business Combinations

We applied business combination accounting to the Cox Transactions, which closed on August 19, 2026. Due to the timing of the acquisition, the valuation of the assets acquired and liabilities assumed has not yet been finalized. The final amounts could differ materially from the preliminary estimates, and any adjustments would change depreciation and amortization expense in future periods. Any necessary adjustments from our preliminary estimates will be finalized within one year from the date of acquisition. Measurement period adjustments will be recorded in the period in which they are determined, as if they were completed at the acquisition date.

The most significant judgments are the fair values assigned to franchises and to customer relationships and the allocation between them, because franchises are not amortized while customer relationships are amortized over their estimated useful lives. Critical estimates used in valuing these assets include the amount and timing of expected future cash flows, the cash flows attributable to the franchises based upon customer growth and attrition rates, useful lives and discount rates. Critical estimates are also used in determining the fair value of property, plant and equipment including replacement cost estimates, asset economic life, as well as functional or economic obsolescence. We also estimated the fair value of the equity consideration issued, comprised of Charter Holdings common units measured by reference to the closing price of Charter Class A common stock on the acquisition date and Charter Holdings convertible preferred units measured using a binomial lattice model.

Because the franchises acquired in the Cox Transactions were recorded at fair value as of the acquisition date, their carrying values approximate fair value and would be exposed to impairment upon any subsequent decline in estimated fair value. See “Valuation and impairment of franchises and goodwill” above.

Results of Operations

The following table sets forth the consolidated statements of operations for the periods presented (dollars in millions, except per share data):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Revenues	$ 14,922	$ 13,672	$ 42,045	$ 41,173
Costs and Expenses:				
Operating costs and expenses (exclusive of items shown separately below)	9,156	8,262	25,534	24,686
Depreciation and amortization	2,621	2,160	7,029	6,517
Impairment of franchises	6,326	—	6,326	—
Other operating expenses, net	345	119	411	323
	18,448	10,541	39,300	31,526
Income (loss) from operations	(3,526)	3,131	2,745	9,647
Other Income (Expenses):				
Interest expense, net	(1,341)	(1,268)	(3,873)	(3,772)
Other income (expenses), net	1,365	(129)	1,453	(378)
	24	(1,397)	(2,420)	(4,150)
Income (loss) before income taxes	(3,502)	1,734	325	5,497
Income tax benefit (expense)	803	(418)	(137)	(1,277)
Consolidated net income (loss)	(2,699)	1,316	188	4,220
Less: Net (income) loss attributable to noncontrolling interests	302	(179)	(130)	(565)
Net income (loss) attributable to Charter shareholders	$ (2,397)	$ 1,137	$ 58	$ 3,655
EARNINGS (LOSS) PER COMMON SHARE ATTRIBUTABLE TO CHARTER SHAREHOLDERS:				
Basic	$ (20.50)	$ 8.50	$ 0.48	$ 26.52
Diluted	$ (20.50)	$ 8.34	$ 0.38	$ 25.95
Weighted average common shares outstanding, basic	116,944,459	133,763,886	120,820,024	137,825,025
Weighted average common shares outstanding, diluted	116,944,459	136,395,133	137,548,849	140,826,301

Revenues. Total revenues increased $1.3 billion and $872 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 due to the Cox Transactions which increased revenues by $1.4 billion. Excluding the Cox Transactions, total revenues decreased $118 million and $496 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to a higher seamless entertainment allocation and lower customer relationships, partly offset by mobile line growth.

Revenues by service offering were as follows (dollars in millions; all percentages are calculated using whole numbers; minor differences may exist due to rounding):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2026	2025	% Change	2026	2025	% Change
Internet	$ 6,395	$ 5,971	7.1 %	$ 18,023	$ 17,870	0.9 %
Mobile service	1,134	954	18.9 %	3,281	2,789	17.6 %
Connectivity	7,529	6,925	8.7 %	21,304	20,659	3.1 %
Video	3,292	3,389	(2.9)%	9,693	10,457	(7.3)%
Voice	340	332	2.6 %	1,009	1,034	(2.4)%
Residential revenue	11,161	10,646	4.8 %	32,006	32,150	(0.4)%
Legacy Charter small business	1,090	1,088	0.1 %	3,284	3,272	0.3 %
Legacy Charter mid-market & large business	762	747	2.1 %	2,272	2,221	2.3 %
Legacy Cox Communications business	397	—	n/a	397	—	n/a
Commercial revenue	2,249	1,835	22.6 %	5,953	5,493	8.4 %
Advertising sales	460	356	29.2 %	1,234	1,067	15.7 %
Other	1,052	835	26.0 %	2,852	2,463	15.8 %
	$ 14,922	$ 13,672	9.1 %	$ 42,045	$ 41,173	2.1 %

The increase in Internet revenues from our residential customers is attributable to the following (dollars in millions):

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Cox Transactions	$ 602	$ 602
Decrease in average residential legacy Charter Internet customers	(114)	(305)
Decrease related to rate	(64)	(144)
	$ 424	$ 153

Residential Internet customers increased by 4.5 million customers from September 30, 2025 to September 30, 2026. Excluding customers acquired in the Cox Transactions, residential Internet customers decreased by 553,000.

The increase in mobile service revenues from our residential customers is attributable to the following (dollars in millions):

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Cox Transactions	$ 16	$ 16
Increase in average residential legacy Charter mobile lines	141	452
Increase related to rate	23	24
	$ 180	$ 492

Residential mobile lines increased by approximately 2.0 million mobile lines from September 30, 2025 to September 30, 2026. Excluding customers acquired in the Cox Transactions, residential mobile lines increased by 1.6 million.

Video revenues consist primarily of revenues from video services provided to our residential customers, as well as franchise fees, equipment service fees and video installation revenue. The decrease in video revenues is attributable to the following (dollars in millions):

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Cox Transactions	$ 257	$ 257
Increase in seamless entertainment allocation	(178)	(533)
Decrease related to rate and product mix changes	(160)	(387)
Decrease in average residential legacy Charter video customers	(16)	(101)
	$ (97)	$ (764)

Seamless entertainment allocation represents costs allocated to programmer streaming applications and netted within video revenue. The increase in seamless entertainment allocation is due to growth in seamless entertainment applications and higher activations. The decrease related to rate and product mix was primarily due to a more unfavorable bundled revenue allocation and higher mix of lower priced video packages within our video customer base, partly offset by promotional rate step-ups and video rate adjustments that pass-through programming rate increases. Residential video customers increased by 1.3 million from September 30, 2025 to September 30, 2026. Excluding customers acquired in the Cox Transactions, residential video customers decreased by 40,000.

The change in voice revenues from our residential customers is attributable to the following (dollars in millions):

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Cox Transactions	$ 27	$ 27
Decrease in average residential legacy Charter voice customers	(43)	(137)
Increase related to rate adjustments	24	85
	$ 8	$ (25)

Residential wireline voice customers decreased by 15,000 customers from September 30, 2025 to September 30, 2026. Excluding customers acquired in the Cox Transactions, residential wireline voice customers decreased by 650,000.

The increase in legacy Charter small business revenues is attributable to the following (dollars in millions):

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Increase related to rate and product mix changes	$ 12	$ 37
Decrease in average small business customers	(10)	(25)
	$ 2	$ 12

Small business customers decreased by 24,000 from September 30, 2025 to September 30, 2026.

Legacy Charter mid-market & large business revenues increased $15 million and $51 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to an increase in Internet primary service units. Mid-market & large business primary service units increased 14,000 from September 30, 2025 to September 30, 2026.

Cox Communications business revenues represent legacy Cox Communications commercial revenue.

Advertising sales revenues consist primarily of revenues from commercial advertising customers, programmers and other vendors, as well as local cable and advertising on regional sports and news channels. Advertising sales revenues increased $104 million and $167 million during the three and nine months ended September 30, 2026, respectively, as compared to the corresponding periods in 2025 primarily due to an increase in political and streaming advertising revenue, partly offset by a decrease in linear advertising revenue. The Cox Transactions increased advertising sales revenues by $28 million during the three and nine months ended September 30, 2026 as compared to the corresponding periods in 2025.

Other revenues consist of revenue from mobile and video device sales, processing fees, regional sports and news channels (excluding intercompany charges or advertising sales on those channels), subsidy revenue, home shopping, wire maintenance fees and other miscellaneous revenues. Other revenues increased $217 million and $389 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to higher mobile device sales, partly offset by a one-time $45 million benefit during the nine months ended September 30, 2025. The Cox Transactions increased other revenues by $41 million during the three and nine months ended September 30, 2026 as compared to the corresponding periods in 2025.

Operating costs and expenses. The increase in our operating costs and expenses, exclusive of items shown separately in the consolidated statements of operations, are attributable to the following (dollars in millions):

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Programming	$ (55)	$ (487)
Other costs of revenue	431	798
Field and technology operations	191	188
Customer operations	26	28
Marketing and residential sales	58	(3)
Transition expenses	72	161
Other	171	163
	$ 894	$ 848

Programming costs were approximately $2.1 billion and $2.2 billion for the three months ended September 30, 2026 and 2025, representing 23% and 26% of total operating costs and expenses, respectively, and $6.3 billion and $6.7 billion for the nine months ended September 30, 2026 and 2025, representing 24% and 27% of total operating costs and expenses, respectively. Programming costs consist primarily of costs paid to programmers for basic, premium, video on demand, and pay-per-view programming. Programming costs decreased primarily as a result of a $178 million and $533 million increase in costs allocated to seamless entertainment applications and netted within video revenue during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 as well as fewer video customers and a higher mix of lower cost video packages within our video customer base, partly offset by the Cox Transactions and contractual rate adjustments, including renewals and increases in amounts paid for retransmission consent.

Other costs of revenue increased $431 million and $798 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to the Cox Transactions, higher mobile device sales and mobile service direct costs due to an increase in mobile lines as well as higher advertising sales costs given higher political revenue.

Field and technology operations increased $191 million and $188 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to the Cox Transactions.

Transition expenses represent incremental costs incurred to prepare for the integration of Cox Communications' operations and to bring systems and processes into a uniform operating structure.

Other expense increased $171 million and $163 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to the Cox Transactions.

Depreciation and amortization. Depreciation and amortization expense increased $461 million and $512 million during the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to additional depreciation and amortization related to the Cox Transactions, inclusive of the incremental amounts as a result of the higher fair values recorded in business combination accounting, as well as an increase in depreciation as a result of more recent capital expenditures, partly offset by certain assets becoming fully depreciated.

Impairment of franchises. Impairment of franchises of $6.3 billion recognized during the three and nine months ended September 30, 2026 represents the non-cash impairment of our indefinite-lived franchise intangible assets. See Note 4 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

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

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Restructuring costs	$ 62	$ 10
Special charges, net	39	72
Merger and acquisition costs	137	116
Loss on sale or retirement of assets, net	(12)	(110)
	$ 226	$ 88

See Note 12 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

Interest expense, net. Net interest expense increased by $73 million and $101 million for the three and nine months ended September 30, 2026, respectively, compared to the corresponding periods in 2025 primarily due to an increase of $39 million of interest expense associated with debt incurred to fund the Cox Transactions and $71 million associated with debt assumed in the Cox Transactions, partly offset by a $52 million gain on treasury rate locks entered into to hedge interest rate risk ahead of the financing to fund the Cox Transactions.

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

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Loss on equity investments, net	$ (8)	$ 53
Gain (loss) on financial instruments, net (see Note 10)	88	125
Gain (loss) on extinguishment of debt, net (see Note 6)	1,419	1,658
Net periodic pension benefit	(5)	(5)
	$ 1,494	$ 1,831

See Note 12 and the Notes referenced above to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

Income tax benefit (expense). We recognized income tax benefit of $803 million and income tax expense of $137 million for the three and nine months ended September 30, 2026, respectively, and income tax expense of $418 million and $1.3 billion for the three and nine months ended September 30, 2025, respectively. The income tax benefit (expense) for the three and nine

months ended September 30, 2026 includes approximately $1.6 billion of deferred tax benefit related to the impairment of franchises.

Net (income) loss attributable to noncontrolling interest. Net (income) loss attributable to noncontrolling interest for financial reporting purposes represents A/N's portion of Charter Holdings' net (income) loss based on its effective common unit ownership interest, and since the closing of the Cox Transactions, Cox Equity Holdings' portion of Charter Holdings' net (income) loss based on its effective common unit ownership interest and Charter Holdings 6.875% cash dividend to Cox Equity Holdings preferred unit holders. For more information, see Note 9 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements."

Net income (loss) attributable to Charter shareholders. Net loss attributable to Charter shareholders was $2.4 billion during the three months ended September 30, 2026 and net income attributable to Charter shareholders was $58 million during the nine months ended September 30, 2026 and $1.1 billion and $3.7 billion during the three and nine months ended September 30, 2025, respectively, primarily as a result of the factors described above.

Use of Adjusted EBITDA and Free Cash Flow

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

Adjusted EBITDA eliminates the significant non-cash depreciation and amortization expense that results from the capital-intensive nature of our businesses as well as other non-cash or special items, and is unaffected by our capital structure or investment activities. However, this measure is limited in that it does not reflect the periodic costs of certain capitalized tangible and intangible assets used in generating revenues and our cash cost of financing. These costs are evaluated through other financial measures.

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

Management and Charter's board of directors use Adjusted EBITDA and free cash flow to assess our performance and our ability to service our debt, fund operations and make additional investments with internally generated funds. In addition, Adjusted EBITDA generally correlates to the leverage ratio calculation under our credit facilities or outstanding notes to determine compliance with the covenants contained in the facilities and notes (all such documents have been previously filed with the Securities and Exchange Commission (the "SEC")). For the purpose of calculating compliance with leverage covenants, we use Adjusted EBITDA, as presented, excluding certain expenses paid by our operating subsidiaries to other Charter entities. Our debt covenants refer to these expenses as management fees which were $377 million and $1.1 billion for the three and nine months ended September 30, 2026, respectively, and $350 million and $1.1 billion for the three and nine months ended September 30, 2025, respectively.

A reconciliation of Adjusted EBITDA and free cash flow to net income (loss) attributable to Charter shareholders and net cash flows from operating activities, respectively, is as follows (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income (loss) attributable to Charter shareholders	$ (2,397)	$ 1,137	$ 58	$ 3,655
Plus: Net income (loss) attributable to noncontrolling interest	(302)	179	130	565
Interest expense, net	1,341	1,268	3,873	3,772
Income tax (benefit) expense	(803)	418	137	1,277
Depreciation and amortization	2,621	2,160	7,029	6,517
Impairment of franchises	6,326	—	6,326	—
(Gain) loss on extinguishment of debt	(1,391)	28	(1,630)	28
Stock compensation expense	177	151	518	530
Other, net	371	220	588	673
Adjusted EBITDA	$ 5,943	$ 5,561	$ 17,029	$ 17,017
Net cash flows from operating activities	$ 4,027	$ 4,480	$ 12,256	$ 12,316
Less: Purchases of property, plant and equipment	(3,027)	(3,051)	(8,753)	(8,324)
Change in accrued expenses related to capital expenditures	(326)	192	(488)	239
Free cash flow	$ 674	$ 1,621	$ 3,015	$ 4,231

Liquidity and Capital Resources

Recent Events

During the nine months ended September 30, 2026, we repurchased $1.2 billion in aggregate principal amount of various series of notes under an open market repurchase program for $1.0 billion in cash.

In August 2026, Charter Operating and Charter Communications Operating Capital Corp. jointly issued $1.75 billion of 6.050% senior secured notes due February 2032 at a price of 99.839% of the aggregate principal amount, $1.0 billion of 6.600% senior secured notes due February 2034 at a price of 99.896% of the aggregate principal amount, $1.0 billion of 6.950% senior secured notes due August 2036 at a price of 99.937% of the aggregate principal amount and $1.0 billion of 7.850% senior secured notes due August 2056 at a price of 99.921% of the aggregate principal amount. The net proceeds were used to pay the cash consideration for the Cox Transactions and for general corporate purposes, including to repay certain indebtedness and to pay related fees and expenses.

In August 2026, Charter Operating, Charter Communications Operating Capital Corp. and Time Warner Cable, LLC (“TWC, LLC”) exchanged approximately $5.5 billion in aggregate principal amount of various series of senior secured notes for a combination of $622 million in cash and approximately $1.7 billion of 7.087% senior secured notes due September 2038 issued at par and approximately $1.7 billion of 7.337% senior secured notes due September 2041 issued at par.

In September 2026, $1.0 billion of Cox Communications debt was redeemed at maturity.

Overview

We have significant amounts of debt and require significant cash to fund principal and interest payments on our debt. The principal amount of our debt as of September 30, 2026 was $108.6 billion, consisting of $13.7 billion of credit facility debt, $68.2 billion of investment grade senior secured notes and $26.7 billion of high-yield senior unsecured notes. Our split credit rating allows us to access both the investment grade debt and the high yield debt markets. Additionally, our bankruptcy remote special purpose vehicle is the borrower of a senior secured revolving credit facility to finance the purchase of equipment installment plan receivables with a number of financial institutions (the “EIP Financing Facility”). As of September 30, 2026, the carrying value of the EIP Financing Facility was $1.7 billion. For more information on the EIP Financing Facility, see Note 7 to the accompanying consolidated financial statements contained in “Item 1. Financial Statements.”

Our projected cash needs and projected sources of liquidity depend upon, among other things, our actual results, and the timing and amount of our expenditures. Free cash flow was $674 million and $3.0 billion for the three and nine months ended September 30, 2026, respectively, and $1.6 billion and $4.2 billion for the three and nine months ended September 30, 2025, respectively. See the table below for factors impacting free cash flow during the three and nine months ended September 30, 2026 compared to the corresponding prior periods. As of September 30, 2026, the amount available under our credit facilities was approximately $2.4 billion and cash on hand was approximately $573 million. We expect to utilize free cash flow, cash on hand and availability under our credit facilities as well as future refinancing transactions to further extend the maturities of our obligations. The timing and terms of any refinancing transactions will be subject to market conditions among other considerations. Additionally, we may, from time to time, and depending on market conditions and other factors, use cash on hand and the proceeds from securities offerings or other borrowings to retire our debt through open market purchases, privately negotiated purchases, tender and exchange offers or redemption provisions. We believe we have sufficient liquidity from cash on hand, free cash flow and Charter Operating's revolving credit facility as well as access to the capital markets to fund our projected cash needs.

We continue to evaluate the deployment of our cash on hand and anticipated future free cash flow, including investing in our business growth and other strategic opportunities, including expanding the capacity of our network, the expansion of our network through our rural broadband construction initiative, the build-out and deployment of our CBRS spectrum, and mergers and acquisitions as well as stock repurchases, dividends and debt reduction. Charter's leverage ratio of net debt to the last twelve months Adjusted EBITDA, when excluding transition expenses, was 3.93 times as of September 30, 2026. Charter plans to reduce its leverage ratio to 3.5 times net debt to Adjusted EBITDA within three years post-closing of the Cox and Liberty Broadband transactions. We currently expect to decrease the total amount of our indebtedness to achieve Charter's target leverage.

Excluding purchases from Liberty Broadband discussed below, during the nine months ended September 30, 2026, Charter purchased in the public market approximately 5.5 million shares of Charter Class A common stock for approximately $1.2 billion, and during the three and nine months ended September 30, 2025, Charter purchased in the public market approximately 6.4 million and 10.6 million shares of Charter Class A common stock, respectively, for approximately $1.8 billion and $3.4 billion, respectively. Since the beginning of its buyback program in September 2016 through September 30, 2026, Charter has purchased approximately 188.1 million shares of Class A common stock and Charter Holdings common units for approximately $80.6 billion, including purchases from Liberty Broadband and A/N discussed below.

Prior to the consummation of the Liberty Broadband Transaction, during the three and nine months ended September 30, 2026, Charter purchased from Liberty Broadband 0.1 million and 2.9 million shares of Charter Class A common stock, respectively, for approximately $19 million and $614 million, respectively, and during the three and nine months ended September 30, 2025, Charter purchased from Liberty Broadband 0.9 million and 2.5 million shares of Charter Class A common stock, respectively, for approximately $300 million and $900 million, respectively.

In connection with the Cox Transactions, on August 19, 2026, Charter, Charter Holdings and A/N entered into a letter agreement (the "A/N Letter Agreement") that requires A/N to sell to Charter or to Charter Holdings, on a monthly basis, a number of shares of Charter Class A common stock or Charter Holdings common units that represents a pro rata participation by A/N and its affiliates in any repurchases of shares of Charter Class A common stock from persons other than A/N or its affiliates or Cox Enterprises or its affiliates effected by Charter during the immediately preceding calendar month, at a purchase price equal to the average price paid by Charter for the shares repurchased from persons other than A/N or its affiliates or Cox Enterprises or its affiliates during such immediately preceding calendar month. The A/N Letter Agreement includes A/N's election to continue to suspend its participation in repurchases under the A/N Letter Agreement until the time such suspension is revoked by A/N. During the three and nine months ended September 30, 2025, Charter Holdings purchased from A/N 0.3 million and 1.0 million Charter Holdings common units for approximately $121 million and $373 million, respectively. Charter Holdings did not purchase any Charter Holdings common units from A/N during the three and nine months ended September 30, 2026.

In connection with the Cox Transactions, on August 19, 2026, Charter, Charter Holdings and Cox Enterprises entered into a letter agreement, (the "Cox Letter Agreement") that requires Cox Enterprises to sell to Charter or to Charter Holdings, on a monthly basis, a number of shares of Charter Class A common stock or Charter Holdings common units that represents a pro rata participation by Cox Enterprises and its affiliates in any repurchases of shares of Charter Class A common stock from persons other than Cox Enterprises or its affiliates or A/N or its affiliates effected by Charter during the immediately preceding calendar month, at a purchase price equal to the average price paid by Charter for the shares repurchased from persons other than Cox Enterprises or its affiliates or A/N or its affiliates during such immediately preceding calendar month. On September

28, 2026, Charter received a notice from Cox Enterprises pursuant to the Cox Letter Agreement, whereby Cox Enterprises notified Charter that they have elected to suspend their participation in repurchases until the time such suspension is revoked by Cox Enterprises. Charter Holdings did not purchase any Charter Holdings common units from Cox Enterprises during the three and nine months ended September 30, 2026.

Under the Second Amended and Restated Limited Liability Company Agreement of Charter Communications Holdings, LLC, dated as of August 19, 2026, by and among Charter, Cox Equity Holdings, A/N and the other parties thereto (the "LLC Agreement"), in certain circumstances including where A/N or Cox Equity Holdings elects not to participate in redemptions by Charter Holdings because such participation would cause A/N's equity interest in Charter to be less than 9.2% or Cox Equity Holdings' equity interest in Charter to be less than 20.2%, A/N or Cox Equity Holdings may, respectively and subject to certain conditions, elect to receive a tax loan from Charter Holdings on the terms set forth in the LLC Agreement.

As of September 30, 2026, Charter had remaining board authority to purchase an additional $836 million of Charter's Class A common stock and/or Charter Holdings common units. Although Charter expects to continue to buy back its common stock consistent with its leverage target range, Charter is not obligated to acquire any particular amount of common stock, and the timing of any purchases that may occur cannot be predicted and will largely depend on market conditions and other potential uses of capital. Purchases may include open market purchases, tender offers or negotiated transactions.

As possible acquisitions, swaps or dispositions arise, we actively review them against our objectives including, among other considerations, improving the operational efficiency, geographic clustering of assets, product development or technology capabilities of our business and achieving appropriate return targets, and we may participate to the extent we believe these possibilities present attractive opportunities. However, there can be no assurance that we will actually complete any acquisitions, dispositions or system swaps, or that any such transactions will be material to our operations or results.

Free Cash Flow

Free cash flow decreased $947 million and $1.2 billion during the three and nine months ended September 30, 2026, respectively, compared to the corresponding prior periods in 2025 due to the following (dollars in millions):

	Three months ended September 30, 2026 compared to three months ended September 30, 2025	Nine months ended September 30, 2026 compared to nine months ended September 30, 2025
Increase in Adjusted EBITDA	$ 382	$ 12
Decrease (increase) in capital expenditures	24	(429)
Decrease (increase) in cash paid for taxes, net	(378)	158
Increase in cash paid for interest, net	(125)	(188)
Changes in working capital, excluding mobile devices	(505)	(436)
Changes in working capital, mobile devices	(107)	(135)
Other, net	(238)	(198)
	$ (947)	$ (1,216)

Limitations on Distributions

Distributions by our subsidiaries to a parent company for payment of principal on parent company notes are restricted under CCO Holdings indentures governing CCO Holdings' indebtedness, unless there is no default under the applicable indenture, and unless CCO Holdings' leverage ratio test is met at the time of such distribution. As of September 30, 2026, there was no default under any of these indentures, and CCO Holdings met its leverage ratio test based on September 30, 2026 financial results. There can be no assurance that CCO Holdings will satisfy its leverage ratio test at the time of the contemplated distribution.

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

Historical Operating, Investing, and Financing Activities

Cash and Cash Equivalents. We held $573 million and $477 million in cash and cash equivalents as of September 30, 2026 and December 31, 2025, respectively. In addition, we held $43 million and $121 million in restricted cash included in prepaid and other current assets in our consolidated balance sheets as of September 30, 2026 and December 31, 2025, respectively.

Operating Activities. Net cash provided by operating activities decreased $60 million during the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 primarily due to an increase in cash paid for interest and payments for merger and acquisition costs, partly offset by a decrease in cash paid for taxes.

Investing Activities. Net cash used in investing activities was $13.7 billion and $8.6 billion for the nine months ended September 30, 2026 and 2025, respectively. The increase in cash used was primarily due to the $4.2 billion cash portion of the purchase price in the Cox Transactions. In addition, investing activities increased due to an increase in capital expenditures and changes in accrued expenses related to capital expenditures.

Financing Activities. Net cash provided by financing activities during the nine months ended September 30, 2026 was primarily due to the issuance of $4.75 billion of senior secured notes to primarily finance the Cox Transactions, partially offset by the debt exchange transaction, purchases of treasury stock and repayment of $844 million of net short-term debt in connection with closing of the Liberty Transaction. Net cash used in financing activities during the nine months ended September 30, 2025 was primarily due to purchases of treasury stock and noncontrolling interest, partly offset by net borrowings of long-term debt.

Capital Expenditures

We have significant ongoing capital expenditure requirements. Capital expenditures were $3.0 billion and $8.8 billion for the three and nine months ended September 30, 2026, respectively, and $3.1 billion and $8.3 billion for the three and nine months ended September 30, 2025, respectively. The increase in capital expenditures during the nine months ended September 30, 2026 compared to the corresponding period in 2025 was primarily driven by higher spend on network evolution and an increase in customer premise equipment and support capital, partly offset by a decrease in line extensions. See the table below for more details.

Our capital expenditures are funded primarily from cash flows from operating activities and borrowings on our credit facility. In addition, our accrued expenses related to capital expenditures decreased by $488 million and increased by $239 million for the nine months ended September 30, 2026 and 2025, respectively.

The following tables present our major capital expenditures categories in accordance with National Cable and Telecommunications Association (“NCTA”) disclosure guidelines for the three and nine months ended September 30, 2026 and

2025. These disclosure guidelines are not required disclosures under GAAP, nor do they impact our accounting for capital expenditures under GAAP (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Customer premise equipment [a]	$ 670	$ 656	$ 1,992	$ 1,722
Scalable infrastructure [b]	341	425	987	1,089
Upgrade/rebuild [c]	741	484	2,073	1,336
Support capital [d]	549	449	1,433	1,234
Capital expenditures, excluding line extensions	2,301	2,014	6,485	5,381
Subsidized rural construction line extensions	292	580	1,108	1,590
Other line extensions	434	457	1,160	1,353
Total line extensions [e]	726	1,037	2,268	2,943
Total capital expenditures	$ 3,027	$ 3,051	$ 8,753	$ 8,324
Of which:				
Commercial services	$ 376	$ 336	$ 955	$ 933
Subsidized rural construction initiative [f]	$ 292	$ 582	$ 1,110	$ 1,595
Mobile	$ 73	$ 77	$ 202	$ 189
Transition [g]	$ 33	$ —	$ 70	$ —

[a] Customer premise equipment includes equipment and devices located at the customer's premise used to deliver our Internet, video and voice services (e.g., modems, routers and set-top boxes), as well as installation costs.
[b] Scalable infrastructure includes costs, not related to customer premise equipment or our network, to secure growth of new customers or provide service enhancements (e.g., headend equipment).
[c] Upgrade/rebuild includes costs to modify or replace existing fiber/coaxial cable networks, including our network evolution initiative.
[d] Support capital includes costs associated with the replacement or enhancement of non-network assets (e.g., back-office systems, non-network equipment, land and buildings, vehicles, tools and test equipment).
[e] Line extensions include network costs associated with entering new service areas (e.g., fiber/coaxial cable, amplifiers, electronic equipment, make-ready and design engineering).
[f] The subsidized rural construction initiative subcategory includes projects for which we are receiving subsidies from federal, state and local governments, excluding customer premise equipment and installation.
[g] Transition represents incremental capital costs incurred to prepare for the integration of Cox Communications' operations and to bring systems and processes into a uniform operating structure.

Recently Issued Accounting Standards

See Note 22 to the Annual Report on Form 10-K for the year ended December 31, 2025 for a discussion of recently issued accounting standards. There have been no material changes from the recently issued accounting standards described in our Form 10-K.

Item 3. ***Quantitative and Qualitative Disclosures About Market Risk.***

Cross-currency derivative instruments are used to manage foreign exchange risk on the Sterling Notes by effectively converting £1.275 billion aggregate principal amount of fixed-rate British pound sterling denominated debt, including annual interest payments and the payment of principal at maturity, to fixed-rate U.S. dollar denominated debt. The fair value of our cross-currency derivatives included in other long-term liabilities on our consolidated balance sheets was $387 million and $406 million as of September 30, 2026 and December 31, 2025, respectively. For more information, see Note 10 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

As of September 30, 2026 and December 31, 2025, the weighted average interest rate on the credit facility debt was approximately 5.4% and 5.6%, respectively, and the weighted average interest rate on the senior notes was approximately 5.3%

and 5.1%, respectively, resulting in a blended weighted average interest rate of 5.3% and 5.1%, respectively. The interest rate on approximately 87% of the total principal amount of our debt was fixed as of September 30, 2026 and December 31, 2025.

The table set forth below summarizes the fair values and contract terms of financial instruments subject to interest rate risk maintained by us as of September 30, 2026 (dollars in millions):

	2026	2027	2028	2029	2030	Thereafter	Total	Fair Value
Debt:								
Fixed Rate	$ —	$ 2,000	$ 5,874	$ 6,903	$ 6,550	$ 73,557	$ 94,884	$ 79,509
Average Interest Rate	— %	4.31 %	4.77 %	5.17 %	4.31 %	5.46 %	5.29 %	
Variable Rate	$ 75	$ 305	$ 642	$ 280	$ 10,038	$ 2,350	$ 13,690	$ 13,113
Average Interest Rate	5.67 %	6.18 %	6.30 %	6.18 %	6.19 %	7.02 %	6.34 %	

Interest rates on variable-rate debt are estimated using the average implied forward Secured Overnight Financing Rate ("SOFR") for the year of maturity based on the yield curve in effect at September 30, 2026 including applicable bank spread.

Item 4. ***Controls and Procedures.***

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

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

We completed our acquisition of Cox Communications on August 19, 2026. Management is in the process of integrating Cox Communications' processes, systems, and control activities into our internal control over financial reporting framework. As integration progresses, management will continue to evaluate these controls to confirm they are appropriately designed, operating effectively, and fully integrated into our overall internal control over financial reporting.

Except as described above in the preceding paragraph, during the quarter ended September 30, 2026, there was no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. ***Legal Proceedings.***

See Note 20 to our Annual Report on Form 10-K for the year ended December 31, 2025 for a discussion of legal proceedings. Within this section, we use a threshold of $1 million in disclosing environmental proceedings involving a governmental authority, if any.

Item 1A. ***Risk Factors.***

Our Annual Report on Form 10-K for the year ended December 31, 2025 includes "Risk Factors" under Item 1A of Part I. There have been no material changes from the risk factors described in our Form 10-K except to add the risk factors set forth below.

Risks Related to the Integration of the Cox Transactions

We may not realize anticipated cost synergies and growth opportunities.

We expect to realize cost synergies, growth opportunities and other financial and operating benefits as a result of the Cox Transactions. The combined company's success in realizing these cost synergies, growth opportunities and other financial and operating benefits, and the timing of this realization, depends on the successful integration of the business operations obtained in the Cox Transactions. Even if we are able to integrate legacy Cox Communications' business operations successfully, it is not possible to predict with certainty if or when these cost synergies, growth opportunities and benefits will occur, or the extent to which they actually will be achieved. For example, the benefits from the Cox Transactions may be offset by costs incurred in integrating the new business operations or increased operating costs that may be experienced as a result of the Cox Transactions. Realization of any benefits and cost synergies could be affected by the factors described in other risk factors and a number of factors beyond our control, including, without limitation, general economic conditions, increased operating costs, the response of competitors and vendors and regulatory developments.

If we are not able to successfully integrate legacy Cox Communications' business with ours within the anticipated time frame, or at all, the anticipated cost savings and other benefits of the Cox Transactions may not be realized fully, or at all, or may take longer to realize than expected. In such circumstances, we may not perform as expected and the value of Charter Class A common stock may be adversely affected.

Until the closing of the Cox Transactions, Charter and legacy Cox Communications operated independently, and there can be no assurances that their businesses can be integrated successfully. After consummation of the Cox Transactions the combined company has significantly more systems, assets, investments, businesses, customers and employees than each company did prior to the Cox Transactions. It is possible that the integration process could result in the loss of key Charter and/or legacy Cox Communications employees, the loss of subscribers and customers, the disruption of the companies' ongoing businesses or unexpected integration issues, higher than expected integration costs and an overall post-completion integration process that takes longer than originally anticipated. The process of integrating legacy Cox Communications with the businesses we operated prior to the Cox Transactions will require significant capital expenditures and the expansion of certain operations and operating and financial systems. Management of each company will be required to devote a significant amount of time and attention to the integration process. There is a significant degree of difficulty and management involvement inherent in that process. These difficulties include:

- integrating the companies' operations and corporate functions;
- integrating the companies' technologies, networks and customer service platforms;
- integrating and unifying the product offerings and services available to customers;
- harmonizing the companies' operating practices, employee development and compensation programs, internal controls and other policies, procedures and processes;
- maintaining existing relationships and agreements with customers, providers, programmers and other vendors and avoiding delays in entering into new agreements with prospective customers, providers and vendors;
- addressing possible differences in business backgrounds, corporate cultures and management philosophies;
- consolidating the companies' administrative and information technology infrastructure;
- coordinating programming and marketing efforts;
- coordinating geographically dispersed organizations;
- integrating information, purchasing, provisioning, accounting, finance, sales, billing, payroll, reporting and regulatory compliance systems;

- integrating and unifying the product offerings and services available to customers, including customer premise equipment and video user interfaces;
- managing a larger company than before the completion of the transactions; and
- attracting and retaining the necessary personnel associated with the acquired assets.

Even if the new businesses are successfully integrated, it may not be possible to realize the benefits that are expected to result from the Cox Transactions, or realize these benefits within the time frame that is expected. For example, the elimination of duplicative costs may not be possible or may take longer than anticipated, or the benefits from the Cox Transactions may be offset by costs incurred or delays in integrating the businesses and increased operating costs. If the combined company fails to realize the anticipated benefits from the Cox Transactions, its liquidity, results of operations, financial condition and/or share price may be adversely affected. In addition, at times, the attention of certain members of our management and resources may be focused on the integration of the businesses and diverted from day-to-day business operations, which may disrupt our business.

Item 2. ***Unregistered Sales of Equity Securities and Use of Proceeds.***

Purchases of Equity Securities by the Issuer

The following table presents Charter's purchases of equity securities completed during the third quarter of 2026 (dollars in millions, except per share amounts):

Period	Total Number of Shares Purchased [1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [2]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs [2]
July 1 - 31, 2026	131,646	$135.83	129,907	$365
August 1 - 31, 2026 [3]	11,974	$137.28	9,900	$420
September 1 - 30, 2026	7,902	$144.16	—	$836

(1) Includes 1,739, 2,074 and 7,902 shares withheld from employees for the payment of taxes and exercise costs upon the exercise of stock options or vesting of other equity awards for the months of July, August and September 2026, respectively.

(2) During the three months ended September 30, 2026, Charter purchased approximately 0.1 million shares of its Class A common stock for approximately $19 million. As of September 30, 2026, Charter had remaining board authority to purchase an additional $836 million of Charter's Class A common stock and/or Charter Holdings common units. In addition to open market purchases including pursuant to Rule 10b5-1 plans adopted from time to time, Charter may also buy shares of Charter Class A common stock, from time to time, pursuant to private transactions outside of its Rule 10b5-1 plan and any such repurchases may also trigger the repurchases from A/N pursuant to and to the extent provided in the A/N Letter Agreement and from Cox Enterprises pursuant to and to the extent provided in the Cox Letter Agreement.

(3) In addition to the above, during the three months ended September 30, 2026, Charter also purchased 38.6 million shares of Charter Class A common stock held by Liberty Broadband in connection with the Liberty Broadband Transaction. See Note 3 to the accompanying consolidated financial statements contained in "Item 1. Financial Statements" for more information.

Item 6. ***Exhibits.***

See Exhibit Index.

SIGNATURES

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

CHARTER COMMUNICATIONS, INC.
Registrant

By: /s/ Kevin D. Howard
Kevin D. Howard
Executive Vice President, Interim Chief Financial Officer, Chief Accounting Officer and Controller

Date: November 6, 2026

Exhibit Index

Exhibit	Description
3.1	Second Amended and Restated Certificate of Incorporation of Charter Communications, Inc., dated as of August 19, 2026 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
3.2	Second Amended and Restated Bylaws of Charter Communications, Inc., dated as of August 19, 2026 (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
3.3	Certificate of Designations of Series A Cumulative Redeemable Preferred Stock of Charter Communications, Inc., dated as of August 19, 2026 (incorporated by reference to Exhibit 3.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
4.1	Charter Communications, Inc. Retirement Accumulation Plan (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-8 filed by Charter Communications, Inc. on March 28, 2024).
4.2*	Adoption Agreement No. 001 to Charter Communications, Inc. Retirement Accumulation Plan, dated July 15, 2026.
4.3	Twenty-Seventh Supplemental Indenture, dated as of August 12, 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 4.2 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 12, 2026).
4.4	Form of 7.087% Senior Secured Notes due 2038 (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 12, 2026).
4.5	Form of 7.337% Senior Secured Notes due 2041 (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 12, 2026).
4.6	Exchange and Registration Rights Agreement, dated as of August 12, 2026 (incorporated by reference to Exhibit 4.5 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 12, 2026).
4.7	Twenty-Eighth Supplemental Indenture, dated as of August 18, 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 4.2 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 18, 2026).
4.8	Form of 6.050% Senior Secured Notes due 2032 (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 18, 2026).
4.9	Form of 6.600% Senior Secured Notes due 2034 (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 18, 2026).
4.10	Form of 6.950% Senior Secured Notes due 2036 (incorporated by reference to Exhibit 4.5 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 18, 2026).
4.11	Form of 7.850% Senior Secured Notes due 2056 (incorporated by reference to Exhibit 4.6 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 18, 2026).
4.12	Twenty-Ninth 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 4.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 24, 2026).
4.13	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).
4.14*	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.
4.15	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).
4.16	Twentieth Supplemental Indenture, dated as of August 24, 2026, among Time Warner Cable Enterprises LLC, 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).

4.17	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).
4.18	Officer's Certificate of Cox Communications, Inc., dated as of July 27, 1998 (incorporated by reference to Exhibit 4.6 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.19	Eighth Supplemental Indenture, dated as of December 1, 2006, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.7 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.20	Ninth Supplemental Indenture, dated as of June 5, 2008, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.8 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.21	Eleventh Supplemental Indenture, dated as of February 20, 2009, among Cox Communications, Inc. as Issuer and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.9 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.22	Twelfth Supplemental Indenture, dated as of November 29, 2012, among Cox Communications, Inc. as Issuer and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.10 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.23	Thirteenth Supplemental Indenture, dated as of May 1, 2013, among Cox Communications, Inc. as Issuer and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.11 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.24	Fourteenth Supplemental Indenture, dated as of December 8, 2014, among Cox Communications, Inc. as Issuer and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.12 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.25	Fifteenth Supplemental Indenture, dated as of September 13, 2016, among Cox Communications, Inc. as Issuer and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.13 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.26	Sixteenth Supplemental Indenture, dated as of August 7, 2017, among Cox Communications, Inc. as Issuer and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.14 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.27	Eighteenth Supplemental Indenture, dated as of September 17, 2020, among Cox Communications, Inc. as Issuer, Cox Enterprises, Inc. as Guarantor and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.15 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.28	Nineteenth Supplemental Indenture, dated as of June 2, 2021, among Cox Communications, Inc. as Issuer, Cox Enterprises, Inc. as Guarantor and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.16 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.29	Twentieth Supplemental Indenture, dated as of June 20, 2023, among Cox Communications, Inc., Cox Enterprises, Inc. as Guarantor and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.17 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.30	Twenty-First Supplemental Indenture, dated as of January 19, 2024, among Cox Communications, Inc., Cox Enterprises, Inc. as Guarantor and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.18 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
4.31	Twenty-Second Supplemental Indenture, dated as of August 20, 2024, among Cox Communications, Inc., Cox Enterprises, Inc. as Guarantor and The Bank of New York Mellon Trust Company, N.A. as Trustee (incorporated by reference to Exhibit 4.19 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 26, 2026).
10.1	Third Amended and Restated Stockholders Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc. and Advance/Newhouse Partnership (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
10.2	Letter Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Charter Communications Holdings, LLC and Cox Enterprises, Inc. (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
10.3	Letter Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Charter Communications Holdings, LLC and Advance/Newhouse Partnership (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).

10.4	Second Amended and Restated Limited Liability Company Agreement of Charter Communications Holdings, LLC, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Communications Equity Holdings, Inc., Advance/Newhouse Partnership and the other parties thereto (incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
10.5	Amended and Restated Tax Receivables Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Communications Equity Holdings, Inc., Advance/Newhouse Partnership and the other parties thereto (incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
10.6	Amended and Restated Exchange Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc., Advance/Newhouse Partnership and the other parties thereto (incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
10.7	Amended and Restated Registration Rights Agreement, dated as of August 19, 2026, by and among Charter Communications, Inc., Cox Enterprises, Inc., Cox Communications Equity Holdings, Inc. and Advance/Newhouse Partnership (incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 20, 2026).
10.8*	Collateral Agreement, dated as of August 24, 2026, by Cox Communications, LLC and the other grantors party thereto in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent.
31.1*	Certificate of Chief Executive Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the under the Securities Exchange Act of 1934.
31.2*	Certificate of Chief Financial Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the Securities Exchange Act of 1934.
32.1*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer).
32.2*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).
101	The following financial information from Charter Communications, Inc.'s Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2026, filed with the Securities and Exchange Commission on November 6, 2026, formatted in iXBRL (inline eXtensible Business Reporting Language) includes: (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Operations; (iii) the Consolidated Statements of Changes in Shareholders' Equity; (iv) the Consolidated Statements of Cash Flows; and (vi) the Notes to the Consolidated Financial Statements.
104	Cover Page, formatted in iXBRL and contained in Exhibit 101.

* Filed herewith

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PRE-APPROVED
DEFINED CONTRIBUTION PLAN

(PROFIT SHARING/401(K) PLAN)

A FIDELITY PRE-APPROVED PLAN

Adoption Agreement No. 001
For use With
Fidelity Basic Plan Document No. 17

FMR LLC and its affiliates do not provide tax or legal advice. Nothing herein or in any attachments hereto should be construed, or relied upon, as tax or legal advice.

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ADOPTION AGREEMENT
ARTICLE 1
PROFIT SHARING/401(K) PLAN

1.01 PLAN INFORMATION

(a) Name of Plan:

This is the Charter Communications, Inc. Retirement Accumulation Plan (the "Plan")

1.12 NONELECTIVE EMPLOYER CONTRIBUTIONS

If (a) or (b) is elected below, the Employer may make Nonelective Employer Contributions on behalf of each of its "eligible" Participants in accordance with the provisions of this Section 1.12. Except as otherwise defined in this Adoption Agreement pertaining to Nonelective Employer Contributions, for purposes of this Section 1.12, an "eligible" Participant means a Participant who is an Active Participant during the Contribution Period and who satisfies the requirements of Subsection 1.12(d) or Section 1.13.

Note: An Employer may elect both a fixed formula and a discretionary formula. If both are selected, the discretionary formula shall be treated as an additional Nonelective Employer Contribution and allocated separately in accordance with the allocation formula selected by the Employer.

(a) ☐ ***Fixed Formula:***

(1) ☐ **Fixed Percentage Employer Contribution -** For each Contribution Period, the Employer shall contribute for each "eligible" Participant a percentage of such "eligible" Participant's Compensation equal to:

(A) ☐ _____% **(not to exceed 25%)** to all "eligible" Participants.

(B) ☐ To "eligible" employees indicated in the Nonelective Employer Contributions Addendum.

Note: The allocation formula in Option 1.12(a)(1)(A) above generally satisfies a design-based safe harbor pursuant to the regulations under Code Section 401(a)(4).

(2) ☐ **Fixed Flat Dollar Employer Contribution -** The Employer shall contribute for each "eligible" Participant an amount equal to:

(A) ☐ $_____ to all "eligible" Participants. (Complete (i) below).

(i) The contribution amount is based on an "eligible" Participant's service for the following period (check one of the following):

(I) ☐ Each paid hour.

(II) ☐ Each Plan Year.

(III) ☐ Other: ***(must be a period within the Plan Year that does not exceed one week and is uniform with respect to all "eligible" Participants).***

(B) ☐ To "eligible" employees indicated in the Nonelective Employer Contributions Addendum.

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Note: The allocation formula in Option 1.12(a)(2)(A) above generally satisfies a design-based safe harbor pursuant to the regulations under Code Section 401(a)(4).

(3) ☐ **401(k) Safe Harbor Formula -** If the Employer elects one of the safe harbor formula Options below and complies with Sections 6.09 and 6.10 of the Basic Plan Document, the Plan (or portion of the Plan if (C) is selected or if the Employer elects more restrictive age, service or Entry Date requirements for Safe Harbor Nonelective Employer Contributions than for Deferral Contributions) shall be deemed to satisfy the "ADP" test and, under certain circumstances, the "ACP" test (if the requirements of Section 6.10 of the Basic Plan Document are met with regard to Matching Deferral Contributions). 401(k) Safe Harbor Nonelective Employer Contributions shall be made on behalf of all "eligible" Participants, unless (C) is selected below.

(A) ☐ _____% **(must be at least 3% and not to exceed 25%)** to all "eligible" Participants.

(B) ☐ As indicated on the Nonelective Employer Contributions Addendum as specified for particular Plan Years.

(C) ☐ Allocation of Safe Harbor Nonelective Employer Contributions will only be made to certain "eligible" Participants as specified in the Nonelective Employer Contributions Addendum.

(4) ☐ Other allocation formula(s) as specified in the Nonelective Employer Contributions Addendum, (e.g., integrated, group-based, prevailing wage or pursuant to a collective bargaining agreement).

(b) ☑ ***Discretionary Formula*** **-** The Employer may decide each Contribution Period whether to make a discretionary Nonelective Employer Contribution on behalf of "eligible" Participants in accordance with Section 5.10 of the Basic Plan Document.

(1) ☑ **Non-Integrated Allocation Formula -** In the ratio that each "eligible" Participant's Compensation bears to the total Compensation paid to all "eligible" Participants for the Contribution Period.

Note: The allocation formula in Option 1.12(b)(1) above generally satisfies a design-based safe harbor pursuant to the regulations under Code Section 401(a)(4).

(2) ☐ **Integrated Allocation Formula -** As (1) a percentage of each "eligible" Participant's Compensation plus (2) a percentage of each "eligible" Participant's Compensation in excess of the "integration level" as defined below. The percentage of Compensation in excess of the "integration level" shall be equal to the lesser of the percentage of the "eligible" Participant's Compensation allocated under (1) above or the "permitted disparity limit" as defined below.

Note: An Employer that has elected Option 1.12(a)(3), 401(k) Safe Harbor Formula, may not take Nonelective Employer Contributions made to satisfy the 401(k) safe harbor into account in applying the integrated allocation formula described above.

(A) "Integration level" means the Social Security taxable wage base for the Plan Year, unless the Employer elects a lesser amount in (i) or (ii) below.

(i) _____% **(not to exceed 100%)** of the Social Security taxable wage base for the Plan Year, or

(ii) $_____ **(not to exceed the Social Security taxable wage base)**.

(B) "Permitted disparity limit" means the percentage provided by the following table:

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The "Integration Level" is ___% of the Taxable Wage Base	The "Permitted Disparity Limit" is
20% or less	5.7%
More than 20%, but not more than 80%	4.3%
More than 80%, but less than 100%	5.4%
100%	5.7%

(C) The Social Security taxable wage base is the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.

Note: The allocation formula in Option 1.12(b)(2) above generally satisfies a design-based safe harbor pursuant to the regulations under Code Section 401(a)(4).

Note: An Employer who maintains any other plan that provides for or imputes Social Security Integration (permitted disparity) may not elect Option 1.12(b)(2).

(3) ☐ Other allocation formula(s) as specified in the Nonelective Employer Contributions Addendum, (e.g., group-based, conditional points or flat-dollar).

(c) ***Contribution Period for Nonelective Employer Contributions*** **-** The Contribution Period for purposes of calculating the amount of Nonelective Employer Contributions is the Plan Year, unless the Employer elects another Contribution Period below. Regardless of any selection made below, the Contribution Period for 401(k) Safe Harbor Nonelective Employer Contributions under Option 1.12(a)(3) or Nonelective Employer Contributions allocated under an integrated formula selected under Option 1.12(b)(2) or allocated pursuant to the Prevailing Wage Contribution provided in the Nonelective Employer Contributions Addendum is the Plan Year.

(1) ☐ each calendar month.

(2) ☐ each Plan Year quarter.

(3) ☐ each payroll period.

Note: If Nonelective Employer Contributions are made more frequently than for the Contribution Period selected above, the Employer must calculate the Nonelective Employer Contribution required with respect to the full Contribution Period, taking into account the "eligible" Participant's Compensation for the full Contribution Period, and contribute any additional Nonelective Employer Contributions necessary to "true up" the Nonelective Employer Contribution so that the full Nonelective Employer Contribution is made for the Contribution Period.

(d) ***Continuing Eligibility Requirement(s)*** **-** A Participant shall only be entitled to receive Nonelective Employer Contributions for a Plan Year under this Section 1.12 if the Participant is an Active Participant during the Plan Year and satisfies the following requirement(s) (Check the appropriate box(es) - Options (3) and (4) may not be elected together; Option (5) may not be elected with Options (2) through (4) or Options (8) through (10); Options (2) through (5) and (7) through (10) may not be elected if the only Nonelective Employer Contribution selected is the fixed formula in Option 1.12(a)(3), 401(k) Safe Harbor Formula, and will not apply to the 401(k) Safe Harbor Formula if other allocation options have also been selected):

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(1) ☐ No requirements.

(2) ☑ Is employed by the Employer or a Related Employer on the last day of the Contribution Period.

(3) ☐ Earns at least 501 Hours of Service during the *Plan Year. (Only if the Contribution Period is the Plan Year.)*

(4) ☐ Earns at least _____ **(not to exceed 1,000)** Hours of Service during the Plan Year. *(Only if the Contribution Period is the Plan Year.)*

(5) ☐ Either earns at least 501 Hours of Service during the Plan Year or is employed by the Employer or a Related Employer on the last day of the Plan Year. *(Only if the Contribution Period is the Plan Year.)*

(6) ☐ Is not a Highly Compensated Employee for the Plan Year.

(7) ☐ Is not a partner or a member of the Employer, if the Employer is a partnership or an entity taxed as a partnership.

(8) ☐ Is employed by the Employer or a Related Employer on the last day of the Employer's fiscal year.

(9) ☐ Is employed by the Employer or a Related Employer on the date the Nonelective Employer Contribution allocation is declared.

(10) ☐ Is employed by the Employer or a Related Employer on the date the Nonelective Employer Contribution is made.

(11) ☐ Special continuing eligibility requirement(s) for discretionary Nonelective Employer Contributions. (Only if both Options 1.12(a) and (b) are checked.)

(A) The continuing eligibility requirement(s) for discretionary Nonelective Employer Contributions is/are: _____ *(Fill in number of applicable eligibility requirement(s) from above, including the number of Hours of Service if Option (4) has been selected.)*

Note: Except when added in conjunction with the addition of a new Nonelective Employer Contribution, Option (2) through (5) or (8) through (10) is adopted during a Contribution Period, such Option shall not become effective until the first day of the next Contribution Period. Nonelective Employer Contributions attributable to the Contribution Period that are allocated to Participant Accounts during the Contribution Period shall not be subject to the eligibility requirements of Option (2) through (5) or (8) through (10).

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AMENDMENT EXECUTION PAGE

Plan Name: Charter Communications, Inc. Retirement Accumulation Plan (the "Plan")

Employer: Charter Communications, Inc.

[**Note**: These execution pages are to be completed in the event the Employer modifies any prior election(s) or makes a new election(s) in this Adoption Agreement. Attach the amended page(s) of the Adoption Agreement to these execution pages.]

The following section(s) of the Plan are hereby amended effective as of the date(s) set forth below:

Section Amended	Effective Date
1.12 Employer Nonelective Contributions	7/15/2026
Nonelective Employer Contributions Addendum	7/15/2026
Plan Superseding Provisions Addendum	7/15/2026

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date given below.

Employer:	Charter Communications, Inc.	Employer:	Charter Communications, Inc.
By:	/s/ Paul Marchand	By:	
Title:	EVP Human Resources	Title:	
Date:	7/14/2026 12:33:43 PM EDT	Date:	

Note: Only one authorized signature is required to execute this Adoption Agreement unless the Employer's corporate policy mandates two authorized signatures.

Note: This page may be duplicated, if needed, to allow separate execution when the Employer indicated in Section 1.02(a) is changing.

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NONELECTIVE EMPLOYER CONTRIBUTIONS ADDENDUM

for

Plan Name: Charter Communications, Inc. Retirement Accumulation Plan

(a) ***Fixed Formula:***

(1) ☐ **Fixed Percentage Employer Contribution -** For each Contribution Period, the Employer shall contribute for each "eligible" Participant (except as otherwise provided in (A)(i) below) a percentage of such "eligible" Participant's Compensation equal to:

(A) _____**(not to exceed 25%)** to all "eligible" Participants, except as provided in (i) below.

Note: The eligible group(s) defined below must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treasury Regulation Section 1.401-1(b)(1)(ii) and cannot be subject to the discretion of the Employer. In addition, the design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code Section 410(b).

(i) ☐ Different percentages for different groups of "eligible" Participants as follows:

(I) For each Contribution Period, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to _____% **(not to exceed 25%)** of each such "eligible" Participant's Compensation: _____.

(2) ☐ **Fixed Flat Dollar Employer Contribution -** The Employer shall contribute for each "eligible" Participant (except as otherwise provided below) an amount equal to:

(A) $_____to all "eligible" Participants, except as provided in (ii) below.

(i) The contribution amount is based on an "eligible" Participant's service for the following period:

(I) ☐ Each paid hour.

(II) ☐ **Each** Plan Year.

(III) ☐ Other: _____ ***(must be a period within the Plan Year that does not exceed one week and is uniform with respect to all "eligible" Participants to avoid testing described in (iii) below).***

(ii) ☐ Different dollar amounts for different groups of "eligible" Participants as follows:

(I) For the following group of "eligible" Participants, the Employer shall contribute an amount equal to $_____for the period selected in (a), (b) or (c) below: _____.

(a) ☐ Each paid hour.

(b) ☐ Each Plan Year.

(c) ☐ Other: _____.

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Note: The eligible group defined above must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treasury Regulation Section 1.401-1(b)(1)(ii) and cannot be subject to the discretion of the Employer. In addition, the design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code Section 410(b).

(3) ☐ **Fixed Integrated Employer Contribution -** For each Plan Year, the Employer shall contribute for each "eligible" Participant (except as otherwise provided in (E) below) an amount equal to (complete both (A) and (B)):

(A) _____% **(not less than 3%)** of such "eligible" Participant's Compensation

PLUS

(B) _____% of such "eligible" Participant's Compensation in excess of the "integration level" as defined below. This percentage may not exceed the lesser of:

(i) the percentage elected in (A) above, or

(ii) the "permitted disparity limit" as defined below.

(C) "Integration level" means the Social Security taxable wage base for the Plan Year, unless the Employer elects a lesser amount in (i) or (ii) below:

(i) ☐ _____% **(not to exceed 100%)** of the Social Security taxable wage base for the Plan Year, or

(ii) ☐ $_____**(not to exceed the Social Security taxable wage base)**.

(D) "Permitted disparity limit" means the percentage provided by the following table:

The "Integration Level" is % of the Taxable Wage Base	**The "Permitted Disparity Limit" is**
20% or less	5.7%
More than 20%, but not more than 80%	4.3%
More than 80%, but less than 100%	5.4%
100%	5.7%

The Social Security taxable wage base is the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.

Note: An Employer who maintains any other plan that provides for Social Security Integration (permitted disparity) may not elect Option 1.12(a)(4).

Note: An Employer that has selected Option 1.12(a)(3), 401(k) Safe Harbor Formula, may not take Nonelective Employer Contributions made to satisfy the 401(k) safe harbor into account in applying the integrated contribution formula described above.

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(E) ☐ Such contribution shall be allocated only to the "eligible" Participants described below:

_____.

Note: The eligible group defined above must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treasury Regulation Section 1.401-1(b)(1)(ii) and cannot be subject to the discretion of the Employer. In addition, the design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code Section 410(b).

(F) The Employer may be required to restructure the Plan, as permitted by the regulations under Code Section 401(a)(4), to satisfy the nondiscriminatory benefits requirement of that Code Section. If the Plan can be restructured to satisfy the nondiscriminatory benefits requirements, then the Plan will generally satisfy a design-based safe harbor pursuant to the regulations under Code Section 401(a)(4). If the Plan cannot be restructured to satisfy the nondiscriminatory benefits requirements, the Plan shall be required to satisfy the nondiscriminatory amount requirement by testing in accordance with Section 1.401(a)(4)-2(a) of the Treasury Regulations. If the Plan is required to pass cross-testing in accordance with Section 1.401(a)(4)-8 of the Treasury Regulations to satisfy the nondiscriminatory amount requirement and the Plan does not meet the exception found in Section 1.401(a)(4)-8(b)(1)(i)(B)(1) or (2), the Plan shall provide a minimum gateway contribution allocation to Participants who are not Highly Compensated Employees and who are required by Section 1.410(b)-3 of the Treasury Regulations to benefit under this allocation formula equal to at least 1/3rd of the allocation rate for the Highly Compensated Employee benefiting under this allocation formula who has the highest allocation rate, provided that the Plan may instead provide a minimum gateway allocation to each such Participant equal to 5% of his "415 compensation", as described in Section 6.01(m) of the Basic Plan Document. All Participants not included in an allocation group above shall be considered as not benefiting under this allocation for the Contribution Period unless otherwise is required to pass the nondiscriminatory amount testing pursuant to Section 1.401(a)(4)-8 of the Treasury Regulations. For Self-Employed Individuals, the allocation method should not result in the creation of a cash or deferred election. The Employer shall notify the Plan Administrator of the amount allocable to each group.

(4) ☐ **Prevailing Wage Contribution -** For each Contribution Period, the Employer shall contribute for each Eligible Employee who performs services covered by the "applicable prevailing wage laws" such amount as the Employer may determine is required to be contributed to the Plan under such laws to meet the required benefit levels for such Contribution Period. Services covered under the "applicable prevailing wage laws" means services covered by any law that requires such contribution (e.g.: the Davis-Bacon Act, as amended, 40 U.S.C.A., Section 276a, et. seq. (1999), or any similar federal, state, or local laws). All such contributions shall be 100% vested at all times and not be subject to the Continuing Eligibility Requirements selected under Option 1.12(d). In addition, the Prevailing Wage Contribution: ***(Do not select both (B) and (C))***

(A) ☐ Shall be considered a Qualified Nonelective Contribution.

(B) ☐ When made shall offset the amount of any Employer contributions deemed to satisfy the "ADP" test in accordance with Section 6.09 of the Basic Plan Document which would have accrued to any Participant receiving the Prevailing Wage Contribution.

(C) ☐ When made shall offset the amount of any Employer contributions (other than those deemed to satisfy the "ADP" test in accordance with Section 6.09 of the Basic Plan Document) which would have accrued to any Participant receiving the Prevailing Wage Contribution.

(D) ☐ Shall not be contributed for any Highly Compensated Employee.

(E) ☐ Shall be made for such Eligible Employees notwithstanding any eligibility requirements found in Subsections 1.04(a) and/or 1.04(b).

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(5) ☐ Employees covered by the following collective bargaining agreement(s) shall only receive Employer Nonelective Contributions to the extent so indicated within each such agreement: _____.

Note: Each Employee covered by one of the above-described collective bargaining agreements will be considered his own allocation group. The Employer shall notify the Plan Administrator of the amount allocable to each group.

(6) ☐ Employees covered by the following collective bargaining agreement(s) shall receive Employer Nonelective Contributions indicated within each such agreement in addition to any other Employer Nonelective Contributions to which they would be entitled pursuant to Section 1.12 of this Adoption Agreement: _____.

Note: Each Employee covered by one of the above-described collective bargaining agreements will be considered his own allocation group. The Employer shall notify the Plan Administrator of the amount allocable to each group.

(7) Qualified Replacement Plan - The Employer shall transfer to the Plan an amount from a terminating defined benefit plan to be treated as a qualified replacement plan (pursuant to Code Section 4980(d)(2)) and allocated to Participants in accordance with the following:

(A) Held in a separate suspense account and allocated ratably over 7 (not to exceed 7) Plan Years (the first of which shall be the Plan Year in which the transfer is received by the Plan) to Participants as follows:

(i) ☑ In accordance with the Nonelective Employer Allocation formula found selected by the Employer in Option 1.12(a).

(ii) ☐ In the ratio that each Participant's Compensation bears to the total Compensation of all Participants.

(iii) ☐ Equally to all Participants.

Such allocations are subject to the limitations described in Section 6.12 of the Basic Plan Document and any amounts which cause a Participant to exceed the maximum limitations stated therein shall be allocated to the remaining Participants and, to the extent that is not possible to do and still comply with Code Section 415 requirements, as otherwise described in Section 6.12.

(B) The earnings from such suspense account shall be:

(i) ☑ Maintained within the suspense account and allocated with the annual allocation described above.

(ii) ☐ Segregated into a separate suspense account and allocated (as the Administrator may determine from time to time) ratably over the remaining period to allocate the qualified replacement plan amount.

Any earning amounts allocated shall not constitute "annual additions" (as defined in Subsection 6.01(a) of the Basic Plan Document).

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PLAN SUPERSEDING PROVISIONS ADDENDUM

for

Plan Name: Charter Communications, Inc. Retirement Accumulation Plan

(a) ***Superseding Provision(s)*** – The following provisions supersede other provisions of this Adoption Agreement and/or the Basic Plan Document in the manner described:

1. **The following replaces Section 1.04(d)(2)(A)** of the Adoption Agreement to clarify that the exclusion for employees who are covered by a collective bargaining agreement extends to employees for whom an employer is prohibited as of the Plan's Effective Date from making changes to employee benefits due to the employer's obligations under federal labor law:

(A) ☑ employees covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan, and employees for whom an employer is prohibited from making changes to employee benefits as of the Effective Date of the Plan because of the Employer's obligations under federal labor law; provided however that, (i) an employee who is employed in Pittsfield, Massachusetts and who did not become an "eligible" Participant on September 1, 2016 because of the Employer's obligations under federal labor law shall become an "eligible" Participant on March 1, 2017, (ii) an employee who is employed in San Luis Obispo, California and who did not become an "eligible" Participant on September 1, 2016 because of such employee's status under a collective bargaining agreement or due to the Employer's obligations under federal labor law shall become an "eligible" Participant on August 23, 2017, and (iii) for the avoidance of doubt, an Employee who was covered by a collective bargaining agreement between Time Warner Cable of New York City LLC and Local Union No. 3 of the International Brotherhood of Electrical Workers AFL-CIO ("Local 3") covering a bargaining unit for the company's Southern Manhattan, Northern Manhattan, Brooklyn/Queens, Staten Island and Bergen, NJ locations, was excluded from being an Eligible Employee for service to the Employer performed before April 22, 2022, but will be included as an Eligible Employee for service to the Employer classified under union codes 300 or 400 on or after April 22, 2022, upon and as a result of Local 3 disclaiming interest in representing the bargaining unit effective April 22, 2022.

2. **The following replaces Section 8.02(d) of the Basic Plan Document**

(d) Expenses attributable to the acquisition of investments shall be charged to the Account of the Participant for which such investment is made as directed by the Investment Fiduciary.

The investment committee to which the Employer has delegated investment responsibility for the Plan (the "Investment Committee") shall have full authority, subject to the express provisions of the Plan and Trust, to determine the investment policy for the Plan and to select, monitor, retain, or eliminate any investment alternative available under, or investment manager to, the Plan. The Investment Committee may appoint one or more investment managers (as defined under ERISA Section 3(38)) who may have such duties, up to and including any authority to determine what shall be the Permissible Investments for the Plan at any given time, what restrictions will exist upon those and how unallocated accounts under the Plan and contributions described in Section 8.02(b)(2) of the Plan shall be invested, as the Investment Committee in its sole discretion shall determine in its appointment and agreement with such investment manager(s). Such agreement(s) may limit, to the extent permissible under ERISA, the Investment Committee's authority and responsibility for the Plan's Permissible Investments so delegated to the investment manager(s). The Investment Committee and the Trustee shall describe in the Service Agreement the extent to which any such investment manager may direct the Trustee regarding the Permissible Investments for the Plan. The Investment Committee shall retain the authority to revoke any such appointment of an investment manager and the Investment Committee shall notify the Trustee of any such revocation in such form or manner as required under the Service Agreement. The Investment Committee may appoint an investment manager

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(which may be an affiliate of the Trustee) to determine the allocation of amounts held in Participants' Accounts among various investment options (the "Managed Account" option) for Participants who direct the Trustee to invest any portion of their accounts in the Managed Account option. The investment options utilized under the Managed Account option may be those generally available under the Plan or may be as selected by the investment manager for use under the Managed Account option. Participation in the Managed Account option shall be subject to such conditions and limitations (including account minimums) as may be imposed by the investment manager. An investment manager (which may be the Trustee or an affiliate) may also be appointed to manage any Permissible Investment subject to management by such investment manager.

3. For each Contribution Period ending on or before December 31st, 2025, the following replaces paragraphs (I), (II), (III), (IV), (V), and (VI) of Section 1.12(a)(1)(A)(i) of the Adoption Agreement as set forth in section (a) of the Nonelective Employer Contributions Addendum of the Adoption Agreement:

(i)(I) For each Contribution Period, except as provided in paragraphs (II) through (VIII) below and in addition to paragraph (IX) below, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 3.00% (not to exceed 25%) of each such "eligible" Participant's Compensation:

All "eligible" Participants under the Plan

(i)(II) For each **Contribution Period ending on or before the last day of the Contribution Period that includes August 31, 2021**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 5.00% (**not to exceed 25%**) of each such "eligible" Participant's Compensation:

All employees of Time Warner Cable, Inc. or one of its affiliates or Bright House Networks Admin, LLC on May 18, 2016 who, as of August 31, 2016 (i) are age 45 or older, but less than age 55, (ii) have 5 or more years of employment (as determined from the applicable Related Employer's payroll records), and (iii) are "eligible" Participants.

Such contribution shall be made with respect to Compensation paid on or after September 1, 2016 to the earlier of (i) the date the "eligible" Participant terminates employment and (ii) Compensation paid for the last Contribution Period that includes August 31, 2021. If an "eligible" Participant who originally qualifies under this section terminates employment and is subsequently rehired prior to August 31, 2021, he/she shall not be eligible to resume contributions under this section. Likewise, if an "eligible" Participant who originally qualifies under this section has a change in employment status and is not eligible to participate in the Plan and his/her employment status is subsequently changed prior to August 31, 2021 such that he/she is eligible to participate in the Plan, he/she shall not be eligible to resume contributions under this section.

(i)(III) **For each Contribution Period ending on or before the last day of the Contribution Period that includes August 31, 2021**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 10.00% (**not to exceed 25%**) of each such "eligible" Participant's Compensation:

All employees of Time Warner Cable, Inc. or one of its affiliates or Bright House Networks Admin, LLC on May 18, 2016 who, as of August 31, 2016 (i) are age 55 or older, (ii) have 5 or more years of employment (as determined from the applicable Related Employer's payroll records), and (iii) are "eligible" Participants. Such contribution shall be made with respect to Compensation paid on or after September 1, 2016 to the earlier of (i) the date the "eligible" Participant terminates employment and (ii) Compensation paid for the last Contribution Period that includes August 31, 2021. If an "eligible" Participant who originally qualifies under this section terminates employment and is subsequently rehired prior to August 31, 2021, he/she shall not be eligible to resume contributions under this section. Likewise, if an "eligible" Participant who originally qualifies under this section has a change in employment status and is not eligible to participate in the Plan and his/her employment status is subsequently changed prior to August 31, 2021 such that he/she is eligible to participate in the Plan, he/she shall not be eligible to resume contributions under this section.

(i)(IV) For each **Contribution Period beginning on or after January 1, 2017 and ending on or before the last day of the Contribution Period that includes August 31, 2021**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 10.00% (**not to exceed 25%**) of each such "eligible" Participant's Compensation:

Effective January 1, 2017, legacy Time Warner Cable, Inc. and legacy Bright House Networks Admin, LLC Director-level employees who become "eligible" Participants upon re-leveling of their positions to Manager-level roles as a result of post-merger harmonization, and who (A) were employees of Time

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Warner Cable, Inc. or one of its affiliates or Bright House Networks Admin, LLC on May 18, 2016, and (B) as of August 31, 2016 (i) were 55 or older, and (ii) had 5 or more years of employment (as determined from the applicable Related Employer's payroll records).

Such contribution shall be made with respect to Compensation paid on or after January 1, 2017 to the earlier of (i) the date the "eligible" Participant terminates employment and (ii) Compensation paid for the last Contribution Period that includes August 31, 2021. If an "eligible" Participant who originally qualifies under this section terminates employment and is subsequently rehired prior to August 31, 2021, he/she shall not be eligible to resume contributions under this section. Likewise, if an "eligible" Participant who originally qualifies under this section has a change in employment status and is not eligible to participate in the Plan and his/her employment status is subsequently changed prior to August 31, 2021 such that he/she is eligible to participate in the Plan, he/she shall not be eligible to resume contributions under this section.

(i)(V) For each **Contribution Period beginning on or after January 1, 2017 and ending on or before the last day of the Contribution Period that includes August 31, 2021**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 5.00% (**not to exceed 25%**) of each such "eligible" Participant's Compensation:

Effective January 1, 2017, legacy Time Warner Cable, Inc. and legacy Bright House Networks Admin, LLC Director-level employees who become "eligible" Participants upon re-leveling of their positions to Manager-level roles as a result of post-merger harmonization, and who (A) were employees of Time Warner Cable, Inc. or one of its affiliates or Bright House Networks Admin, LLC on May 18, 2016, and (B) as of August 31, 2016 (i) were age 45 or older, but less than age 55, and (ii) had 5 or more years of employment (as determined from the applicable Related Employer's payroll records).

Such contribution shall be made with respect to Compensation paid on or after January 1, 2017 to the earlier of (i) the date the "eligible" Participant terminates employment and (ii) Compensation paid for the last Contribution Period that includes August 31, 2021. If an "eligible" Participant who originally qualifies under this section terminates employment and is subsequently rehired prior to August 31, 2021, he/she shall not be eligible to resume contributions under this section. Likewise, if an "eligible" Participant who originally qualifies under this section has a change in employment status and is not eligible to participate in the Plan and his/her employment status is subsequently changed prior to August 31, 2021 such that he/she is eligible to participate in the Plan, he/she shall not be eligible to resume contributions under this section. (i)(VI) For each **Contribution Period beginning on or after March 1, 2017 and ending on or before the last day of the Contribution Period that includes August 31, 2021**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 10.00% (**not to exceed 25%**) of each such "eligible" Participant's Compensation:

Effective March 1, 2017, an employee who is employed in Pittsfield, Massachusetts who did not become an "eligible" Participant on September 1, 2016 because of the Employer's obligations under federal labor law, and who (A) was an employee of Time Warner Cable, Inc. or one of its affiliates or Bright House Networks Admin, LLC on May 18, 2016, and (B) as of August 31, 2016 (i) was 55 or older, and (ii) had 5 or more years of employment (as determined from the applicable Related Employer's payroll records).

Such contribution shall be made with respect to Compensation paid on or after March 1, 2017 to the earlier of (i) the date the "eligible" Participant terminates employment and (ii) Compensation paid for the last Contribution Period that includes August 31, 2021. If an "eligible" Participant who originally qualifies under this section terminates employment and is subsequently rehired prior to August 31, 2021, he/she shall not be eligible to resume contributions under this section. Likewise, if an "eligible" Participant who originally qualifies under this section has a change in employment status and is not eligible to participate in the Plan and his/her employment status is subsequently changed prior to August 31, 2021 such that he/she is eligible to participate in the Plan, he/she shall not be eligible to resume contributions under this section. (i)(VII) For each **Contribution Period beginning on or after March 1, 2017 and ending on or before the last day of the Contribution Period that includes August 31, 2021**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 5.00% (**not to exceed 25%**) of each such "eligible" Participant's Compensation:

Effective March 1, 2017, an employee who is employed in Pittsfield, Massachusetts who did not become an "eligible" Participant on September 1, 2016 because of the Employer's obligations under federal labor law, and who (A) was an employee of Time Warner Cable, Inc. or one of its affiliates or Bright

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House Networks Admin, LLC on May 18, 2016, and (B) as of August 31, 2016 (i) was age 45 or older, but less than age 55, and (ii) had 5 or more years of employment (as determined from the applicable Related Employer's payroll records).
Such contribution shall be made with respect to Compensation paid on or after March 1, 2017 to the earlier of (i) the date the "eligible" Participant terminates employment and (ii) Compensation paid for the last Contribution Period that includes August 31, 2021. If an "eligible" Participant who originally qualifies under this section terminates employment and is subsequently rehired prior to August 31, 2021, he/she shall not be eligible to resume contributions under this section. Likewise, if an "eligible" Participant who originally qualifies under this section has a change in employment status and is not eligible to participate in the Plan and his/her employment status is subsequently changed prior to August 31, 2021 such that he/she is eligible to participate in the Plan, he/she shall not be eligible to resume contributions under this section. (i)(VIII) For **the 2022 Plan Year only**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 3.00% **(not to exceed 25%)** of each such "eligible" Participant's Compensation paid on or after January 1, 2022, and through May 25, 2022:
Each Eligible Employee (i) who is employed on or after April 22, 2022, classified under union codes 300 and 400, (ii) who, prior to April 22, 2022, was an Employee but not an Eligible Employee solely because that Employee was covered by a collective bargaining agreement between Time Warner Cable of New York City LLC and Local Union No. 351 of the International Brotherhood of Electrical Workers AFL-CIO ("Local 3") covering a bargaining unit for the company's Southern Manhattan, Northern Manhattan, Brooklyn/Queens, Staten Island and Bergen, NJ locations, and (iii) who, as a result of Local 3 disclaiming interest in representing the bargaining unit effective April 22, 2022, became an Eligible Employee after that date.
(i)(IX) **Effective August 1, 2023, and solely with respect to the 2023 Plan Year**, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 3.00**% (not to exceed 25%)** of each such "eligible" Participant's Compensation for the **2022 Plan Year**:

Employees who are classified by the Employer as in a position with a job title of Senior Manager or equivalent and below whose job code begins with "GAV" according to the Employer's payroll records and who were actively employed by the Employer on May 1, 2022.

4. The following replaces Section 1.20(c) of the Adoption Agreement to add a partial withdrawal feature effective January 1, 2018:

(c) ☐ ☐Partial Withdrawals - A Participant whose employment has terminated and whose Account is distributable in accordance with the provisions of Article 12 of the Basic Plan Document may elect to withdraw any portion of his Distributable vested interest in his Account in cash at any time; provided however, that a Participant's partial withdrawals hereunder shall be subject to the following limitations:
(i) A participant shall receive no more than four (4) partial withdrawals in any Plan Year;
(ii) Partial withdrawals less than $1,000 are not permitted; and
(iii) A Participant's Account may be charged a distribution fee for each partial withdrawal in such amount as may be established by the Plan Administrator from time to time and applied in a uniform manner.

5. The following new paragraph (c) is added to Section 3.01. of the Basic Plan Document:

(c) An Employee who was covered by a collective bargaining agreement between Time Warner Cable of New York City LLC and Local Union No. 3 of the International Brotherhood of Electrical Workers AFL-CIO ("Local 3") covering a bargaining unit for the company's Southern Manhattan, Northern Manhattan, Brooklyn/Queens, Staten Island and Bergen, NJ locations, and as a result was excluded from being an Eligible Employee for service to the Employer performed before April 22, 2022, will be credited with Eligibility Service in accordance with the terms of the Plan, for the period between March 23, 2017, and April 22, 2022, during which period Local 3 had declared a work stoppage, and will not be deemed to have incurred a Severance Date in connection with the work stoppage, provided (i) the covered Employee was actively employed by the Employer immediately before March 23, 2017, (ii) the covered Employee remained as an active status employee on the Employer's records during the

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entire work stoppage period, and (iii) the covered Employee became an Eligible Employee (i.e. under union code 300 or 400) upon Local 3 disclaiming interest in representing the bargaining unit effective April 22, 2022.

6. The following new paragraph is added to Section 3.03. of the Basic Plan Document:

An Employee who was covered by a collective bargaining agreement between Time Warner Cable of New York City LLC and Local Union No. 3 of the International Brotherhood of Electrical Workers AFL-CIO ("Local 3") covering a bargaining unit for the company's Southern Manhattan, Northern Manhattan, Brooklyn/Queens, Staten Island and Bergen, NJ locations, and as a result was excluded from being an Eligible Employee for service to the Employer performed before April 22, 2022, will be credited with Vesting Service in accordance with the terms of the Plan, for the period between March 23, 2017, and April 22, 2022, during which period Local 3 had declared a work stoppage, and will not be deemed to have incurred a Severance Date in connection with the work stoppage, provided (i) the covered Employee was actively employed by the Employer immediately before March 23, 2017, (ii) the covered Employee remained as an active status employee on the Employer's records during the entire work stoppage period, and (iii) the covered Employee became an Eligible Employee (i.e. under union code 300 or 400) upon Local 3 disclaiming interest in representing the bargaining unit effective April 22, 2022.

7. The following replaces Section 18.02 of the Basic Plan Document:

18.02. Limitation of Rights. Neither the establishment of the Plan and the Trust, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, Administrator, Investment Committee (as such term is defined in Section 8.02(e)), or Trustee, except as provided herein; and in no event shall the terms of employment or service of any Participant be modified or in any way affected hereby. It is a condition of the Plan, and each Participant expressly agrees by his participation herein, that each Participant shall look solely to the assets held in the Trust for the payment of any benefit to which he is entitled under the Plan.

No Participant or Beneficiary shall have or acquire any right, title or interest in or to the Plan assets or any portion of the Plan assets, except by the actual payment or distribution from the Plan to such Participant or Beneficiary of such Participant's or Beneficiary's benefit to which he or she is entitled under the provisions of the Plan. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the provisions of the Plan, the Administrator will have the right to recover any such excess payment, plus earnings at the Administrator's discretion, on behalf of the Plan from the Participant and/or Beneficiary, as the case may be. Notwithstanding anything to the contrary herein stated, this right of recovery includes, but is not limited to, a right of offset against future benefit payments to be paid under the Plan to the Participant and/or Beneficiary, as the case may be, which the Administrator may exercise in its sole discretion.

8. The following replaces Section 18.08 of the Basic Plan Document:

18.08. Information between Employer and/or Administrator and Trustee. The Employer, Investment Committee (as such term is defined in Section 8.02(e)), and/or Administrator will furnish the Trustee, and the Trustee will furnish the Employer, Investment Committee, and/or Administrator, with such information relating to the Plan and Trust as may be required by the other in order to carry out their respective duties hereunder, including without limitation information required under the Code and any regulations issued or forms adopted by the Treasury Department thereunder or under the provisions of ERISA and any regulations issued or forms adopted by the Department of Labor thereunder.

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9. The following new Section 18.13 is added to the Basic Plan Document at the end of Article 18:

18.13. Powers and Responsibilities of the Employer. The Employer shall have the powers and responsibilities as set forth in this Plan and Trust. The Employer may, by written instrument, allocate and delegate its responsibilities under the Plan.

10. The following replaces Section 19.01 of the Basic Plan Document

19.01. Powers and Responsibilities of the Administrator. The Administrator has the full power and the full responsibility to administer the Plan in all of its administrative details (except with regard to the management, control and investment of Plan assets), subject, however, to the requirements of ERISA. The Administrator is the agent for service of legal process for the Plan. In addition to the powers and authorities expressly conferred upon it in the Plan, the Administrator shall have all such powers and authorities as may be necessary to carry out the administrative provisions of the Plan, including the discretionary power and authority to interpret and construe the provisions of the Plan, such interpretation to be final and conclusive on all persons claiming benefits under the Plan; to make benefit determinations; to utilize the correction programs or systems established by the Internal Revenue Service (such as the Employee Plans Compliance and Resolution System) or the Department of Labor; and to resolve any disputes arising under the Plan. The Administrator may, by written instrument, allocate and delegate its administrative fiduciary responsibilities in accordance with ERISA Section 405.

11. The following replaces Section 19.05 of the Basic Plan Document:

19.05. Costs of Administration. Expenses attributable to the acquisition of investments in a Participant's Account and a proportionate share of the Plan's recordkeeping fees, which may be assessed on either a pro rata or per capita basis, as determined by the Administrator, as well as expenses assessed in connection with certain Participant transactions, which may include, but shall not be limited to, withdrawals, distributions, qualification of domestic relations orders, and Participant loans, shall be assessed to the applicable Participant's account.

All remaining reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator, the Investment Committee (as such term is defined in Section 8.02(e)), and/or the Trustee in administering the Plan and Trust shall be paid first from the remaining forfeitures (if any) resulting under Section 11.09, from the suspense account described in this Section, if any, and if none, from the remaining Trust Fund. All such costs and expenses paid from the remaining Trust Fund shall, unless allocable to the Accounts of particular Participants, be charged against the Accounts of all Participants as provided in the Service Agreement.

Amounts a service provider agrees to credit to the Plan in recognition of the service provider's compensation for Plan services will be allocated to a suspense account from which the Administrator may first pay Plan expenses and, if any amounts remain, allocate the remaining amounts to the Accounts of Participants and Beneficiaries pro rata based on their Account balances in the Trust excluding amounts invested in a loan pursuant to Article 9. Any amounts so allocated shall not constitute "annual additions" (as defined in Subsection 6.01(a)) under the Plan.

12. The following replaces Section 19.03 of the Basic Plan Document:

19.03. Claims and Review Procedures; and Limitations on Legal Actions. As required under Section 2560.503-1(b)(2) of Regulations issued by the Department of Labor, the claims and review procedures are described in detail in the Summary Plan Description for the Plan.

No action involving the Plan may be brought in any court unless the ERISA claims and review procedures described in the Summary Plan Description have been fully exhausted. A Participant, Beneficiary or claimant asserting any legal action involving the Plan must do so, if at all, within one year after the cause of action accrued. A cause of action shall be deemed to have accrued the

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earliest of when the Participant, Beneficiary or claimant has exhausted his administrative remedies under the Plan's claims and review procedures, when the Plan Administrator fails to produce documents in the time or manner required by ERISA in response to the Participant's, Beneficiary's or claimant's written request, when the claimant first was advised that he was an independent contractor (and thus ineligible to participate in the Plan), or when the Participant, Beneficiary or claimant first knew or should have known of the action giving rise to his or her complaint. Failure to bring an action in court within one year shall preclude a Participant, Beneficiary or other claimant from bringing any action in court. Any legal action in connection with the Plan may only be brought in a federal district court sitting within the Eastern District of Missouri.

13. The following replaces Section 11.04 of the Basic Plan Document:

11.04 Death. A Participant who dies while employed as an Employee, or while performing qualified military service as defined in Code Section 414(u)(5), shall have a 100 percent vested interest in his Account and his designated Beneficiary shall be entitled to receive the balance of his Account, plus any amounts thereafter credited to his Account. If a Participant whose employment as an Employee has terminated dies, his designated Beneficiary shall be entitled to receive the Participant's vested interest in his Account.

A copy of the death notice or other sufficient documentation must be provided to the Administrator using procedures established by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's Account, such amount shall be paid to the heirs of the Participant in the following preferential order: (i) to the Participant's lawful spouse, if living, or (ii) if the Participant has no surviving spouse, then to the Participant's natural and legally adopted children (if any) in equal shares, or (iii) if the Participant has no natural or legally adopted children, then to the Participant's surviving parents in equal shares, or (iv) if neither parent survives the Participant, then to the Participant's siblings in equal shares, or (v) if the Participant has no siblings, then to the Participant's estate. In the case of a Participant's natural or legally adopted child or a Participant's sibling who is entitled to a share of the Participant's Account upon such Participant's death and who predeceases the Participant, then such child or sibling's share of the Participant's Account shall be distributed to or in accordance with such child or sibling's estate.

In each instance in which a Participant's Account (or any portion thereof) is segregated in a separate account within the Plan in the name of a Participant's Beneficiary or heir following such Participant's death (a "Death Benefit Account"), then such Beneficiary or heir may also designate his or her own primary and contingent Beneficiary(ies) for such Death Benefit Account, in accordance with procedures established by the Administrator, to receive benefits from the Death Benefit Account after such Beneficiary or heir's death. If the Beneficiary or heir of a Participant for whom a Death Benefit Account has been established within the Plan fails to name his or her own Beneficiary(ies), or if each Beneficiary so named predeceases the individual for whom such Death Benefit Account was established within the Plan, then the Trustee shall pay the Death Benefit Account to the estate of the Participant's Beneficiary or heir for whom such Death Benefit Account was established.

14. The following replaces Section 11.09 of the Basic Plan Document:

11.09. Application of Forfeitures. If any forfeitures are reinstated pursuant to Section 11.10, any such reinstated amounts shall be provided first from forfeitures available during the Plan year as described in Section 11.10. Forfeitures not reinstated pursuant to Section 11.10 for the Plan Year shall be used to reduce contributions of the Employer in the immediately following Plan Year and held and applied in accordance with this Section 11.09. If forfeitures exceed Employer Contributions for the following Plan Year, any excess forfeitures shall be used to pay any expenses of administration not allocated to a Participant's Account as described in Section 19.05. Forfeitures will be used no later than 12 months following the close of the Plan Year in which the forfeitures were incurred under the Plan terms.

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Pending application, forfeitures shall be invested as directed by the Investment Fiduciary.

Except as permitted pursuant to EPCRS and notwithstanding any other provision of the Plan to the contrary, in no event may forfeitures be used to reduce the Employer's obligation to remit to the Trust (or other appropriate Plan funding vehicle) loan repayments made pursuant to Article 9, Deferral Contributions, or Employee Contributions.

15. The following paragraph is added to the end of Section 1.13, Exceptions to Continuining Eligibility Requirements, within the Adoption Agreement:

Early Retirement Exception: Notwithstanding any provision to the contrary, a Participant who terminates employment during the Plan Year and, at the time of termination, (i) has attained at least age 55, (ii) has completed at least 5 years of employment (as determined from applicable employment records), and (iii) whose age plus years of employment (as determined from applicable employment records) equals at least 70, shall be eligible to receive the full annual nonelective employer contribution for that Plan Year, calculated based on eligible compensation paid during the Plan Year, even if not employed on the last day of the Plan Year. This provision is effective for the 2025 Plan Year and thereafter and aligns with other Charter retirement programs.

16. The following replaces Section (a)(7) Qualified Replacement Plan in the Nonelective Employer Contributions Addendum of the Adoption Agreement:

Qualified Replacement Plan – The Employer shall transfer to the Plan an amount for a terminating defined benefit plan to be treated as a qualified replacement plan (pursuant to Code § 4980(d)(2)). Upon receipt of any such transfer of qualified replacement plan assets, the received assets shall be held in a separate suspense account within the Plan until allocated by the Employer to fund Nonelective Employer Contributions.

The qualified replacement plan assets transferred to the Plan and held in a suspense account shall be treated as allocated to and considered as part of the Nonelective Employer Contributions made by the Employer, and those Nonelective Employer Contributions shall be allocated to participant accounts in an amount necessary to provide for an allocation no less rapidly than ratably over the seven-plan-year period beginning with the year of the transfer in accordance with Code § 4980(d)(2)(C).

The earnings from such suspense account shall be maintained within the suspense account and allocated to fund Nonelective Employer Contributions.

17. The following replaces Section 1.12(a)(1) of the Adoption Agreement:

For the 2026 Plan Year only, the Employer shall contribute for the following "eligible" Participant(s) an amount equal to 3.00% (not to exceed 25%) of each such "eligible" Participant's Compensation paid on or after January 1, 2026, and through July 16, 2026. All "eligible" Participants under the Plan who remain employed on the last day of the 2026 Plan Year or who terminated employment with the Employer during the 2026 Plan Year due to death, long-term disability (as defined in Section 1.15 of the Adoption Agreement), or Retirement (as defined in Section 1.14 of the Adoption Agreement).

18. The following new paragraph is added to the end of Section 1.12(b)(1) of the Adoption Agreement:

For the 2026 Plan Year only, the Employer may decide whether to make a discretionary Nonelective Employer Contribution on behalf of "eligible" Participants in accordance with Section 5.10 of the Basic Plan Document, in the ratio that each "eligible" Participant's Compensation paid on or after July 17, 2026, and through December 31, 2026

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(the "2026 Discretionary Contribution Period"), bears to the total Compensation paid to all "eligible" Participants for the 2026 Discretionary Contribution Period.

Note: Unless the above-described provisions are of the type found in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical (*i.e.*, changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures), the Employer will not be permitted to rely on the Pre-Approved Plan Provider's opinion letter for qualification of its Plan. In addition, such superseding provisions may in certain circumstances affect the Plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle. Superseding provisions which alter only provisions governed by Title I of ERISA and solely administered by the Department of Labor will not impact the ability of the Employer to rely upon the Pre-Approved Plan Provider's opinion letter.

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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 Guarantee); 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, Corporat 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]

SCHEDULE I

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

SCHEDULE II

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

Exhibit 10.8

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

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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.

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, 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 intent-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, depositary, 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, (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

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

By: /s/ Terence Rawlins
Name: Terence 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., 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. Logicworks 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

Exhibit 31.1

I, Christopher L. Winfrey, certify that:

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

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

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

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

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

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

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

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

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

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

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

Date: November 6, 2026

/s/ Christopher L. Winfrey

Christopher L. Winfrey
President and Chief Executive Officer

Exhibit 31.2

I, Kevin D. Howard, certify that:

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

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

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

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

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

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

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

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

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

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

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

Date: November 6, 2026

/s/ Kevin D. Howard

Kevin D. Howard
Executive Vice President, Interim Chief Financial Officer,
Chief Accounting Officer and Controller
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER REGARDING PERIODIC REPORT CONTAINING FINANCIAL STATEMENTS

I, Christopher L. Winfrey, the President and Chief Executive Officer of Charter Communications, Inc. (the "Company") in compliance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, hereby certify that, the Company's Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2026 (the "Report") filed with the Securities and Exchange Commission:

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

/s/ Christopher L. Winfrey

Christopher L. Winfrey
President and Chief Executive Officer
November 6, 2026

CERTIFICATION OF CHIEF FINANCIAL OFFICER REGARDING PERIODIC REPORT CONTAINING FINANCIAL STATEMENTS

I, Kevin D. Howard, the Interim Chief Financial Officer of Charter Communications, Inc. (the "Company"), in compliance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, hereby certify that, the Company's Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2026 (the "Report") filed with the Securities and Exchange Commission:

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

/s/ Kevin D. Howard

Kevin D. Howard
Executive Vice President, Interim Chief Financial Officer,
Chief Accounting Officer and Controller
(Principal Financial Officer)
November 6, 2026