

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

SCHEDULE 13D

(Amendment No. 3)*
Under the Securities Exchange Act of 1934

CHARTER COMMUNICATIONS, INC.

(Name of Issuer)

CLASS A COMMON STOCK, PAR VALUE \$.001 PER SHARE

(Title of Class of Securities)

16119P108

(CUSIP Number)

Richard N. Baer, Esq.
Chief Legal Officer
Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
(720) 875-5700

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

May 18, 2016

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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

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

CUSIP Number: 16119P108

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
Liberty Broadband Corporation

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b) (1)

3. SEC Use Only

4. Source of Funds (See Instructions)
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)

6.	Citizenship or Place of Organization Delaware
	7. Sole Voting Power 54,072,264 (2)
Number of Shares Beneficially Owned by Each Reporting Person With	8. Shared Voting Power 23,641,143 (2) (3) (4)
	9. Sole Dispositive Power 54,072,264 (2)
	10. Shared Dispositive Power 23,641,143 (2) (3) (4)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 77,713,407 (2) (3) (4)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/> Excludes shares beneficially owned by the executive officers and directors of the Reporting Person.
13.	Percent of Class Represented by Amount in Row (11) 25.01% (2) (3) (4) (5)
14.	Type of Reporting Person (See Instructions) CO

(1) The Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015, as amended (the “Second Amended and Restated Stockholders Agreement”), by and among Charter Communications, Inc. (“Legacy Charter”), CCH I, LLC (the “Issuer” or “Charter”), Advance/Newhouse Partnership (“A/N”) and Liberty Broadband Corporation (“Liberty” or the “Reporting Person”) contains provisions relating to the ownership and voting of the Issuer’s Class A common stock by the Reporting Person. The Reporting Person expressly disclaims the existence of any membership in a group with A/N.

(2) Subject to certain restrictions contained in the Second Amended and Restated Stockholders Agreement. See Item 6.

(3) Includes 5,538,401 shares of the Issuer’s Class A common stock owned by wholly-owned subsidiaries of Liberty Interactive Corporation (“LIC”) subject to the Proxy and Right of First Refusal Agreement, dated May 23, 2015, as amended, by and between the Reporting Person and LIC (the “LIC Proxy/ROFR Agreement”), pursuant to which LIC granted an irrevocable proxy to the Reporting Person to vote all shares of the Issuer’s Class A common stock beneficially owned by LIC, subject to certain limitations, and a right of first refusal over transfers of the Issuer’s Class A common stock in certain circumstances.

(4) As of May 18, 2016, includes 18,102,742 shares of Class A common stock on an as-converted and as-exchanged basis owned by A/N subject to the Proxy and Right of First Refusal Agreement, dated as of May 18, 2016, by and among the Reporting Person, A/N and for limited purposes, Legacy Charter and the Issuer (the “A/N Proxy/ROFR Agreement”). Pursuant to the A/N Proxy/ROFR Agreement, A/N granted Liberty a 5-year irrevocable proxy to vote, subject to certain limitations, up to that number of shares of Class A common stock and Class B common stock held by A/N (such shares, the “Proxy Shares”), that, combined with shares of the Issuer’s Class A common stock owned by the Reporting Person and shares it has the right to vote pursuant to the LIC Proxy/ROFR Agreement, result in Liberty having voting power in the Issuer equal to 25.01% of the outstanding voting power of the Issuer; provided, that the number of Proxy Shares is capped at a number of shares having not more than 7.0% of the outstanding voting power of the Issuer. The number of Proxy Shares will vary from time to time based upon, among other things, the number of shares and voting power of the Issuer outstanding from time to time, the number of shares subject to the LIC Proxy/ROFR Agreement and the number of shares of the Issuer’s Class A common stock owned by the Reporting Person. However, the maximum voting power of the Proxy Shares is subject to a cap of 7.0% of the outstanding voting power of the Issuer from time to time. A/N also granted to Liberty a right of first refusal, in certain circumstances, for the five year term of the A/N Proxy/ROFR Agreement over the first and last common units of Charter Communications Holdings, LLC (which are exchangeable into shares of the Issuer’s Class A common stock) (the “Holdco Units”) or shares of the Issuer’s Class A common stock issued upon exchange of Holdco Units proposed to be transferred by A/N that, in each case, represent 7.0% of the outstanding voting power of the Issuer calculated immediately following the completion of the Issuer’s acquisition of Bright House Networks, LLC on May 18, 2016.

(5) For purposes of calculating beneficial ownership of the Reporting Person, the total number of shares of Class A common stock outstanding as of May 18, 2016 is 310,729,334, including approximately 270.4 million shares of the Issuer’s Class A common stock reported as outstanding by the Issuer in its Current Report on Form 8-K, filed with the SEC on May 19, 2016, and including approximately 40,329,334 shares of the Issuer’s Class A common stock into which the Holdco Units and share of the Issuer’s Class B common stock are convertible or exchangeable.

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

SCHEDULE 13D

(Amendment No. 3)

Statement of

LIBERTY BROADBAND CORPORATION

Pursuant to Section 13(d) of the
Securities Exchange Act of 1934

in respect of

CHARTER COMMUNICATIONS, INC.

This statement on Schedule 13D/A relates to the Class A common stock, par value \$.001 per share (the "Common Stock"), of Charter Communications, Inc. (f/k/a CCH I, LLC), a Delaware corporation (the "Issuer" or "Charter"). The statement on Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") by Liberty Broadband Corporation, a Delaware corporation ("Liberty" or the "Reporting Person"), on November 13, 2014, as amended by Amendment No. 1 filed with the SEC on April 6, 2015, and Amendment No. 2 filed with the SEC on June 1, 2015 (together, the "Schedule 13D"), is hereby further amended and supplemented to include the information set forth herein. This amended statement on Schedule 13D/A constitutes Amendment No. 3 to the Schedule 13D (this "Amendment," and together with the Schedule 13D, this "Statement"). Capitalized terms not defined herein have the meanings given to such terms in the Schedule 13D. Except as set forth herein, the Schedule 13D is unmodified.

On May 18, 2016, pursuant to that certain Agreement and Plan of Mergers, dated as of May 23, 2015, by and among Time Warner Cable Inc. ("TWC"), Charter Communications, Inc. ("Legacy Charter"), Charter, then a wholly owned subsidiary of Legacy Charter, Nina Corporation I, Inc. ("Merger Subsidiary One"), Nina Company II, LLC ("Merger Subsidiary Two"), a wholly owned subsidiary of Charter, and Nina Company III, LLC ("Merger Subsidiary Three"), a wholly owned subsidiary of Charter, the parties completed a series of transactions pursuant to which, among other things, (i) following the exchange of shares contemplated by the Charter Contribution Agreement (as defined below), Merger Subsidiary One merged with and into TWC, with TWC continuing as the surviving corporation (the "First Company Merger"), (ii) immediately after the First Company Merger, TWC merged with and into Merger Subsidiary Two, with Merger Subsidiary Two continuing as the surviving entity (the "Second Company Merger") and (iii) immediately after the Second Company Merger, Legacy Charter merged with and into Merger Subsidiary Three, with Merger Subsidiary Three continuing as the surviving entity and a wholly owned subsidiary of Charter (the "Third Merger" and collectively, the "TWC Transactions"), which resulted in Legacy Charter and TWC becoming wholly owned subsidiaries of Charter. As a result of the TWC Transactions and by operation of Rule 12g-3(c) promulgated under the Securities Exchange Act of 1934, as amended, Charter became the successor issuer to Legacy Charter and succeeded to the attributes of Legacy Charter as the registrant.

Also on May 18, 2016, pursuant to the Contribution Agreement, dated as of March 31, 2015, by and among Charter, Legacy Charter, Advance/Newhouse Partnership ("A/N"), A/NPC Holdings LLC ("A/NPC") and Charter Communications Holdings, LLC ("Charter Holdco"), as amended by the First Amendment to the Contribution Agreement, dated May 23, 2015, by and among Charter, Legacy Charter, A/N, A/NPC and Charter Holdco (as so amended, the "Contribution Agreement"), Charter completed a previously announced transaction whereby Charter acquired Bright House Networks, LLC from A/N (the "Bright House Transactions").

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Item 1. Security and Issuer.

The class of equity securities to which this Statement relates is the Class A common stock, par value \$.001 per share, of the Issuer. The principal executive offices of the Issuer are located at 400 Atlantic Street, 10th Floor, Stamford, Connecticut 06901.

Item 2. Identity and Background

The information contained in subsection (d) - (f) of Item 2 of the Schedule 13D is hereby amended and restated in its entirety as follows:

Schedule 1 attached to this Statement and incorporated herein by reference, provides the requested information with respect to each executive officer and director, as applicable, of the Reporting Person (the "Schedule 1 Persons"). Each of such executive officers and directors is a citizen of the United States.

During the last five years, neither the Reporting Person nor any of the Schedule 1 Persons (to the knowledge of the Reporting Person) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, neither the Reporting Person nor any of the Schedule 1 Persons (to the knowledge of the Reporting Person) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

The information contained in Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following information:

On May 18, 2016, Liberty completed its previously announced investment in Charter in accordance with the Investment Agreement, dated May 23, 2015 (the "Charter Investment Agreement"), by and among Liberty, Charter and Legacy Charter. Pursuant to the Charter Investment Agreement, immediately following the consummation of the TWC Transactions, Liberty purchased from Charter \$4.3 billion of shares of Common Stock at a price per share of \$195.70 following adjustment by the applicable exchange ratio (the "Charter Investment"). Liberty received 21,972,648 shares of Common Stock as a result of the Charter Investment.

Liberty funded the purchase price for the Charter Investment using the proceeds from certain Amended and Restated Investment Agreements (the "Investment Agreements") entered into with LIC, JANA Nirvana Master Fund, L.P., JANA Master Fund, Ltd., Coatue Offshore Master Fund, Ltd., Quantum Partners LP, Soroban Master Fund LP ("Soroban Master Fund") and Soroban Opportunities Master Fund LP ("Soroban Opportunities Fund") (collectively, the "Investors") and an Amended and Restated Assignment and Assumption of Investment Agreement, dated May 28, 2015, among Liberty, LIC, Soroban Master Fund and Soroban Opportunities Fund (the "Assignment"), pursuant to which LIC assigned a portion of its original investment to Soroban Master Fund and Soroban Opportunities Fund. Pursuant to the Investment Agreements and the

Assignment, on May 18, 2016, the Investors subscribed for 78,250,042 newly issued shares of Liberty's Series C common stock, par value \$0.01 per share ("Liberty Series C Shares"), at a price per share of \$56.23 and an aggregate purchase price of \$4.4 billion.

Also on May 18, 2016, pursuant to the Contribution Agreement, dated May 23, 2015 (the "Charter Contribution Agreement"), by and among Liberty, Liberty Interactive Corporation ("LIC"), Legacy Charter, Charter and Merger Subsidiary One, immediately prior to the effective time of the First Company Merger, Liberty and LIC exchanged, in a tax-free transaction (the "Exchange"), all shares of TWC common stock held by each company for shares of Merger Subsidiary One which, following the completion of the TWC Transactions, resulted in each of Liberty and LIC receiving one share of Common Stock for each share of TWC common stock so exchanged. In the Exchange, Liberty received 2,364,956 shares of Common Stock.

In addition, as a result of the Third Merger, each share of the Class A common stock of Legacy Charter outstanding immediately prior to the completion of the Third Merger was converted into the right to receive 0.9042 shares of Common Stock. As a result of the Third Merger, the 28,838,718 shares of Class A common stock of Legacy Charter previously reported as beneficially owned by Liberty were converted into 26,075,969 shares of Common Stock.

On May 18, 2016, pursuant to the Stockholders Agreement (as defined below), upon the closing of the Bright House Transactions, Liberty purchased from Charter an additional

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3,658,691 shares of Common Stock at a price per share of \$191.33 following adjustment by the applicable exchange ratio, for an aggregate purchase price of \$700 million (the "Stockholder Agreement Investment"). Liberty funded the purchase price for the Stockholder Agreement Investment using proceeds from the Investment Agreements and the Assignment and a portion of the proceeds from the rights offering conducted by Liberty to purchase Liberty Series C Shares which expired on January 9, 2015.

Item 4. Purpose of Transaction

The information contained in Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following information:

The information contained in Item 6 of this Amendment is incorporated by reference into this Item.

Item 5. Interest in Securities of the Issuer

The information contained in Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) The Reporting Person is the beneficial owner of 77,713,407 shares of Common Stock. The 77,713,407 shares of Common Stock constitute approximately 25.01% of the outstanding shares of Common Stock, based on 310,729,334 shares of Common Stock outstanding, including approximately 270.4 million shares of Common Stock reported as outstanding by the Issuer in its Current Report on Form 8-K, filed with the SEC on May 19, 2016 and including approximately 40,329,334 shares of Common Stock into which the Holdco Units (as defined below) and share of the Issuer's Class B common stock (the "Class B Common Stock") are convertible or exchangeable.

(b) The Reporting Person has the sole power to vote or to direct the voting of 54,072,264 shares of Common Stock beneficially owned by it and has the sole power to dispose or direct the disposition of such shares, subject to the terms of the Stockholders Agreement. The Reporting Person has the shared power to vote or to direct the voting of 23,641,143 shares of Common Stock and shared power to dispose or direct the disposition of such shares subject to the following qualifications:

(i) 5,538,401 shares of the Issuer's Common Stock are owned by wholly-owned subsidiaries of LIC which are subject to the Proxy and Right of First Refusal Agreement, dated May 23, 2015, as amended, by and between the Reporting Person and LIC (the "LIC Proxy/ROFR Agreement"), pursuant to which LIC granted an irrevocable proxy to the Reporting Person to vote all shares of the Issuer's Common Stock beneficially owned by LIC, subject to certain limitations, and a right of first refusal over transfers of Common Stock in certain circumstances; and

(ii) 18,102,742 shares of Common Stock are owned by A/N on an as-converted and as-exchanged basis subject to the Proxy and Right of First Refusal Agreement, dated as of May 18, 2016, by and among the Reporting Person, A/N and for limited purposes, Legacy Charter and the Issuer (the "A/N Proxy/ROFR Agreement"). Pursuant to the A/N Proxy/ROFR Agreement, A/N granted the Reporting Person a 5-year irrevocable proxy to vote, subject to certain limitations, up to that number of shares of Common Stock and Class B Common Stock held by A/N (such shares, the "Proxy Shares"), that, combined with shares owned by the Reporting Person and shares it has the right to vote pursuant to the LIC Proxy/ROFR Agreement, result in the Reporting Person having voting power in the Issuer equal to 25.01% of the outstanding voting power of the Issuer; provided, that the number of Proxy Shares will be capped at a number of shares having not more than 7.0% of the outstanding voting power of the Issuer. The number of Proxy Shares will vary from time to time based upon, among other things, the number of shares and voting power of the Issuer outstanding from time to time, the number of shares subject to the LIC Proxy/ROFR Agreement and the number of shares of the Common Stock owned by the Reporting Person. However, the maximum voting power of the Proxy Shares is subject to a cap of 7.0% of the outstanding voting power of the Issuer from time to time. A/N also granted to the Reporting Person a right of first refusal, in certain circumstances, for the five year term of the A/N Proxy/ROFR Agreement over the first and last common units of Charter Holdco (which

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are exchangeable into shares of Common Stock) (the "Holdco Units") or shares of the Common Stock issued upon exchange of Holdco Units proposed to be transferred by A/N that, in each case, represent 7.0% of the outstanding voting power of the Issuer calculated immediately following the completion of the Issuer's acquisition of Bright House Networks, LLC on May 18, 2016.

(c) On May 20, 2016, the Issuer granted John C. Malone and Gregory Maffei 564 and 997 shares, respectively, of restricted stock of the Issuer under the Charter Communications, Inc. 2009 Stock Incentive Plan. Such grants were compensation for services as a director of the Issuer.

Other than as disclosed in this Statement, no transactions were effected by the Reporting Person, or, to the knowledge of the Reporting Person, any Schedule 1 Person, with respect to the Common Stock in the past sixty days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information contained in Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following information:

Second Amended and Restated Stockholders Agreement

Upon the closing of the TWC Transactions, the Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015, by and among Legacy Charter, Charter, Liberty and A/N, as amended by the letter agreement, dated as of May 18, 2016 (the "Side Letter"), by and among Legacy Charter, Charter, Liberty and A/N (as so amended, the "Stockholders Agreement") became fully effective.

Liberty Investment

Upon the closing of the Bright House Transactions (the "Bright House Closing"), Liberty purchased from the Issuer an additional \$700 million of shares of Common Stock at a price per share of \$191.33 following adjustment by the applicable exchange ratio.

Governance; Election and Appointment of Designees

The Issuer's board of directors (the "Board") consists of 13 directors, with three directors designated by Liberty and two directors designated by A/N at the Bright House Closing. The number of directors which each of Liberty and A/N will be entitled to designate following the Bright House Closing will be subject to Liberty or A/N maintaining certain levels of equity or voting interests.

For so long as Liberty or A/N holds voting or equity securities of Charter of at least 20%, any change of control of the Issuer will require the approval of (i) a majority of the full Board and (ii) a majority of those directors of the Issuer who are not appointed by Liberty or A/N (the "Unaffiliated Directors"). Subject to certain exceptions, any transaction involving either Liberty or A/N (or any of their respective affiliates or associates) and the Issuer (with limited exceptions) or any transaction in which A/N or Liberty (or any of their respective affiliates or associates) will be treated differently from the holders of Common Stock or Class B Common Stock will require the approval of (i) a majority of the Unaffiliated Directors plus (ii) a majority of the directors designated by the party without such a conflicting interest. Any amendment to the Issuer's amended and restated certificate of incorporation will require the approval of (i) a majority of the full Board and (ii) a majority of the Unaffiliated Directors. In addition, decisions of Unaffiliated Directors will exclude any directors who are not independent (as defined in the Stockholders Agreement) of the Issuer, Liberty and A/N.

So long as each of Liberty's and A/N's designees to the Board is included in management's slate of nominees for election as a director to the Board and Charter recommends approval of their election, each of Liberty

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and A/N has agreed to vote its respective shares in accordance with the recommendation of the Nominating and Corporate Governance Committee of the Board with respect to the election or removal of directors.

For so long as Liberty or A/N's respective equity or voting interest is greater than or equal to 20%, each will have certain consent rights over actions taken by Charter, including the incurrence of indebtedness in excess of leverage ratios and fundamental changes in the business or material investments. A/N has certain additional consent rights with respect to the sale or transfer of certain interests and assets of Charter Holdco within seven years following the Bright House Closing and the issuance of any preferred units of Charter Holdco.

Limitation on Share Ownership and Voting; Standstill

Liberty's equity ownership in Charter is capped at the greater of 26% or the cap on its voting interest (as set forth below), and A/N's equity ownership in Charter is capped at the greatest of its equity ownership immediately following the Bright House Closing, 25% and the cap on its voting interest (as set forth below). Liberty's voting interest in Charter is capped at the greater of (x) 25.01% (or 0.01% above the person or group holding the highest voting percentage of Charter) and (y) 23.5% increased one-for-one to a maximum of 35% for each permanent reduction in A/N's equity interest in Charter below 11.5%. A/N's voting interest in Charter is capped at 23.5% increased one-for-one to a maximum of 35% for each permanent reduction in Liberty's equity interest in Charter below 15%. Each of Liberty and A/N is entitled to vote its entire voting interest with respect to certain Excluded Matters (as defined in the Stockholders Agreement), including, among other things, a change of control transaction at Charter and matters outside the ordinary course of business.

In addition, subject to certain exceptions, Liberty and A/N have agreed to be subject to certain customary standstill provisions prohibiting, among other things, Liberty or A/N from engaging in any solicitation of proxies or consents relating to the election of directors, proposing a matter for submission to a vote of stockholders of Charter or calling a meeting of the stockholders of Charter or taking any action or making any public statement not approved by the Board to seek to control or influence the management, the Board or the policies of Charter. Certain of such standstill provisions have been waived to the extent the Investment Agreements, the Assignment, the Charter Investment Agreement, the Charter Contribution Agreement, the TWC Voting Agreement and the LIC Proxy/ROFR Agreement would constitute a breach thereof.

Transfer Restrictions

Liberty and A/N have agreed to certain restrictions on transfers of their respective equity securities of Charter. Exceptions to these transfer restrictions include transfers pursuant to an underwritten public offering, Rule 144 or Rule 144A sales, block sales to persons who would not beneficially own 5% or more of such securities following such sale, sales between Liberty and A/N and their affiliates (subject to the equity ownership caps described above and certain pricing limitations), transfers approved by a majority of the Unaffiliated Directors, transfers approved by a majority of the stockholders of Charter (other than affiliates of A/N and Liberty), sales pursuant to certain tender offers, and sales of exchangeable notes, debentures or similar securities that reference a number of notional Charter shares (in the case of A/N, not in excess of 50% of the number of such shares beneficially owned by A/N at the time of such sale). In addition, Liberty has the right to engage in certain spin off transactions to its stockholders.

Further, subject to certain terms and conditions, Liberty and A/N are permitted to enter into certain financing transactions, including a pledge of equity of Charter in respect of purpose or non-purpose loans, derivative transactions with linked financing with respect to equity of Charter, and sales of exchangeable notes, debentures or similar securities, in the case of A/N, referencing up to 50% of the number of shares of Common Stock beneficially owned by A/N (collectively, "Financing Transactions").

Rights Plan

Charter and the Board will not adopt a poison pill unless Charter exempts each of Liberty and A/N up to its equity cap as described above. This restriction will cease to apply to Liberty or A/N upon the permanent reduction of its equity interest in Charter below 15% (or, in the case of A/N, 11%). Charter's certificate of incorporation will provide that any decision with respect to a rights plan, including the implementation thereof, must be made by a majority of the Unaffiliated Directors.

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Preemptive Rights

If Charter proposes to issue any equity securities of Charter in a capital raising transaction, each of Liberty and A/N (for so long as such person's equity interest is equal to or greater than 10%), will have the right to purchase, in whole or in part, a number of such securities necessary to maintain its ownership of Charter after giving effect to the issuance, for cash. Additionally, subject to certain exceptions, until the fifth anniversary of the Bright House Closing, if Charter proposes to issue any equity securities

of Charter (other than in a capital raising transaction) and so long as Liberty has a 17.01% equity interest in Charter, Liberty will have preemptive rights to purchase that number of new securities equal to the lesser of (x) the number of securities necessary to maintain its equity ownership of Charter after giving effect to the issuance and (y) the number of new securities that after giving effect to the issuance, will result in Liberty having an equity interest in Charter of 25.01%, in each case, for cash. Subject to Liberty's exercise of its preemptive rights in respect of such issuance, A/N will also have certain preemptive rights in the case of new issuances (other than in a capital raising transaction), provided that it holds 10% or more of the Charter equity.

Termination

The Stockholders Agreement will terminate upon certain events including, but not limited to, (i) with respect to (x) Liberty or A/N, upon a material breach by Charter (determined as set forth in the Stockholders Agreement), and (y) with respect to Charter (determined as set forth in the Stockholders Agreement), upon a material breach by Liberty or A/N, in each case subject to certain cure rights, and (ii) as to A/N or Liberty, at such time as its equity ownership is 5% or less. Upon a Liberty Change of Control (as defined in the Stockholders Agreement), Liberty's rights and obligations under the Stockholders Agreement would cease to apply other than its obligations under Liberty's voting and share ownership caps, standstill obligations and transfer restrictions.

The foregoing summary of the Stockholders Agreement, as amended by the Side Letter, is qualified by reference to the full text of each such document, which documents are incorporated herein by reference and included as exhibits to this Statement.

Proxy and Right of First Refusal Agreement with A/N

At the Bright House Closing, the Reporting Person, A/N, and for limited purposes, Legacy Charter and Charter, entered into the A/N Proxy/ROFR Agreement, as amended by the Side Letter.

Proxy

A/N granted Liberty a 5-year irrevocable proxy (the "Proxy") from the date of the Bright House Closing to vote that number of Proxy Shares that will result in Liberty having voting power in Charter equal to 25.01% of the outstanding voting power of Charter, provided, that the voting power of the Proxy Shares will be capped at 7.0% of the outstanding voting power of Charter. If the number of shares of Common Stock and Class B Common Stock which represent voting power equal to 25.01% of the outstanding voting power of Charter is not a whole number of shares, the number of shares of Common Stock and Class B Common Stock necessary to achieve 25.01% will be rounded up to the nearest whole number.

The A/N Proxy/ROFR Agreement provides that Liberty may not vote the Proxy Shares on certain reserved matters including, among other things, change of control transactions of Charter, bankruptcy events of Charter or Charter Holdco, an authorization of any new class of securities of Charter or Charter Holdco, approvals of any non-ordinary course matters relating to A/N and changes to the terms of the Class B Common Stock.

The Proxy will terminate in the event that Liberty transfers shares of Charter other than in connection with certain permitted transfers.

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Right of First Refusal

So long as the Proxy is in effect, if A/N proposes to transfer common units of Charter Holdco (which units are exchangeable into shares of Common Stock and which will, under certain circumstances, result in the conversion of certain shares of Class B Common Stock into shares of Common Stock) or shares of Common Stock, in each case, constituting either (i) shares representing the first 7.0% of the outstanding voting power of Charter held by A/N or (ii) shares representing the last 7.0% of the outstanding voting power of Charter held by A/N, Liberty will have a right of first refusal ("ROFR") to purchase all or a portion of any such securities A/N proposes to transfer. The purchase price per share for any securities sold to Liberty pursuant to the ROFR will be the simple average of the volume-weighted average price of Charter Shares for each of the two trading day period before the notice of a proposed sale by A/N, payable in cash. Certain transfers are permitted to affiliates of A/N, subject to the transferee entity entering into an agreement assuming the transferor's obligations under the A/N Proxy/ROFR Agreement.

The ROFR does not apply to transfers by A/N in connection with a change of control of Charter. The ROFR also does not apply to transfers by A/N in compliance with the provisions of the Stockholders Agreement relating to Financing Transactions, provided that the ROFR will apply to sales of Common Stock by a lender following foreclosure upon any Holdco Units pledged by A/N in connection with a margin loan or a derivative transaction with linked financing or a sale or other disposition of Common Stock pursuant to a put, call or exchange feature of an exchangeable note, debenture or other similar security. Liberty may not exercise the ROFR to the extent the shares purchased would result in its ownership of securities exceeding the voting or equity limits set forth in the Stockholders Agreement.

Term

The A/N Proxy/ROFR Agreement will terminate on the first to occur of (i) the fifth anniversary of the Bright House Closing, (ii) the occurrence of a 40 Act Event (as defined in the A/N Proxy/ROFR Agreement), (iii) upon a material breach by Liberty of any of its agreements contained in the Proxy (subject to certain cure rights), (iv) a Liberty Change of Control (as defined in the Stockholders Agreement), (v) a transfer by Liberty of shares of Common Stock, other than (x) certain permitted transfers (subject to certain requirements), (y) a transfer of shares of Common Stock constituting less than 1% of the voting power of Charter securities (subject to certain cure rights) or (z) a transfer of shares of Common Stock following which Liberty retains no less than a 17.01% equity interest in Charter, and (vi) the mutual agreement of Liberty and A/N.

The foregoing summary of the A/N Proxy/ROFR Agreement, as amended by the Side Letter, is qualified by reference to the full text of each such document. The A/N Proxy/ROFR Agreement and the Side Letter are incorporated herein by reference and attached as exhibits to this Statement.

LIC Proxy and Right of First Refusal Agreement Amendment

On May 13, 2016, the Reporting Person entered into Amendment No. 1 to Proxy and Right of First Refusal Agreement (the "LIC Proxy Agreement Amendment") with LIC and LV Bridge, LLC (the "Borrower"). The LIC Proxy Agreement Amendment was entered into in connection with a margin loan agreement entered into by LV Bridge, LLC, a wholly-owned subsidiary of LIC (the "Margin Loan") in order to amend certain provisions of the right of first refusal granted by LIC to the Reporting Person pursuant to the LIC Proxy/ROFR Agreement in order to adjust procedures with respect to certain sales of shares of Common Stock by the lenders party to the Margin Loan in connection with the occurrence of payment events under the Margin Loan, including events of default, mandatory prepayment events, margin calls or any other event or circumstances that requires a payment to be made by the Borrower under the Margin Loan (each, a "Payment Event"). The LIC Proxy Agreement Amendment sets forth certain notice, acceptance and payment procedures with respect to a right of first refusal in connection with a Payment Event. Except as set forth in the LIC Proxy Agreement Amendment, the LIC Proxy Agreement is unmodified.

The foregoing summary of the LIC Proxy Agreement Amendment is qualified by reference to the full text

of such document, which document is incorporated herein by reference and included as an exhibit to this Statement.

Charter Registration Rights Agreement

On May 18, 2016, Liberty, A/N and the Issuer entered into a Registration Rights Agreement (the “Charter Registration Rights Agreement”), which provides that Liberty may require that the Issuer register for resale the shares of Common Stock received by Liberty pursuant to the TWC Transactions, the Charter Investment and the Stockholders Agreement Investment, in certain circumstances and subject to certain thresholds and exceptions. Among other things, Liberty will be entitled to two demand registration rights to request that the Issuer register all or a portion of its shares during any twelve month period. Liberty is also entitled to one additional demand registration, until November 18, 2016, in connection with certain hedging transactions as described therein. In addition, in the event that the Issuer proposes to register shares of Common Stock, either for the Issuer’s own account or for the account of other security holders, Liberty will be entitled to certain “piggyback” registration rights allowing Liberty to include its shares in such registration, subject to customary limitations. As a result, whenever the Issuer proposes to file a registration statement under the Securities Act of 1933, as amended, other than with respect to a registration statement on Forms S-4 or S-8 or certain other exceptions, Liberty will be entitled to notice of the registration and has the right, subject to certain limitations, to include its shares in the registration.

The registration rights described above will terminate upon the time that Liberty (together with certain of its affiliates) beneficially owns less than 5% of the equity of the Issuer on a Fully Exchanged Basis (as such term is defined in the Stockholders Agreement).

The foregoing summary of the Charter Registration Rights Agreement is qualified by reference to the full text of such document, which document is incorporated herein by reference and included as an exhibit to this Statement.

Item 7. Material to be Filed as Exhibits

The information contained in Item 7 of the Schedule 13D is hereby amended and restated in its entirety as follows:

- 7(a) Investment Agreement, dated May 23, 2015, by and among Charter Communications, Inc., CCH I, LLC and Liberty Broadband Corporation (incorporated by reference to Exhibit 10.1 to Liberty Broadband Corporation’s Current Report on Form 8-K (File No. 001-36713), filed with the Securities and Exchange Commission on May 29, 2015 (the “May 29, 2015 8-K”).
- 7(b) Voting Agreement, dated May 23, 2015, by and between Time Warner Cable Inc. and Liberty Broadband Corporation (incorporated by reference to Exhibit 10.2 to the May 29, 2015 8-K).
- 7(c) Contribution Agreement, dated May 23, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, Charter Communications, Inc. CCH I, LLC and Nina Corporation I, Inc. (incorporated by reference to Exhibit 10.3 to the May 29, 2015 8-K).
- 7(d) Proxy and Right of First Refusal Agreement, dated as of May 23, 2015, by and between Liberty Broadband Corporation and Liberty Interactive Corporation (incorporated by reference to Exhibit 10.4 to the May 29, 2015 8-K).
- 7(e) Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, JANA Nirvana Master Fund, L.P., JANA Master Fund, Ltd., and Coatue Offshore Master Fund, Ltd. (incorporated by reference to Exhibit 10.5 to the May 29, 2015 8-K).
- 7(f) Amended and Restated Investment Agreement, dated May 29, 2015, by and between Liberty Broadband Corporation and Quantum Partners LP (incorporated by reference to Exhibit 10.6 to the May 29, 2015 8-K).

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- 7(g) Amended and Restated Investment Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Soroban Master Fund LP and Soroban Opportunities Master Fund LP (incorporated by reference to Exhibit 10.7 to the May 29, 2015 8-K).
 - 7(h) Amended and Restated Assignment and Assumption Agreement, dated May 28, 2015, by and among Liberty Broadband Corporation, Liberty Interactive Corporation, Soroban Master Fund LP, and Soroban Opportunities Master Fund LP (incorporated by reference to Exhibit 10.8 to the May 29, 2015 8-K).
 - 7(i) Stockholders Agreement, dated as of March 19, 2013, by and between Charter Communications, Inc. and Liberty Media Corporation (incorporated by reference to Exhibit 10.1 to Liberty Media Corporation’s Quarterly Report on Form 10-Q filed on May 9, 2013).
 - 7(j) Amendment to Stockholders Agreement, dated as of September 29, 2014, by and among Charter Communications, Inc., Liberty Media Corporation and Liberty Broadband Corporation (incorporated by reference to Exhibit 7(d) to Liberty Media Corporation’s Schedule 13D in respect of common stock of Charter Communications, Inc., filed with the Securities and Exchange Commission on October 10, 2014).
 - 7(k) Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015, by and among Charter Communications, Inc., CCH I, LLC, Liberty Broadband Corporation and Advance/Newhouse Partnership (incorporated by reference to Annex C to CCH I, LLC’s Registration Statement on Form S-4 (File No. 333-205240), filed with the Securities and Exchange Commission on June 26, 2015).
 - 7(l) Form of Proxy and Right of First Refusal Agreement by and among Liberty Broadband Corporation, Advance/Newhouse Partnership and, for the limited purposes set forth therein, Charter Communications, Inc. and CCH I, LLC (incorporated by reference to Exhibit 10.9 to the May 29, 2015 8-K).
 - 7(m) Assistant Secretary’s Certificate (previously filed as Exhibit 7(e) to the Schedule 13D of the Reporting Person, filed on November 13, 2014).
 - 7(n) Amendment No. 1 to the Proxy and Right of First Refusal Agreement, dated May 13, 2016, by and among Liberty Broadband Corporation, Liberty Interactive Corporation and LV Bridge, LLC.*
 - 7(o) Proxy and Right of First Refusal Agreement, dated as of May 18, 2016, by and among Liberty Broadband Corporation, Advance/Newhouse Partnership and for limited purposes Charter Communications, Inc. and CCH I, LLC (incorporated by reference to Exhibit 10.1 to Liberty Broadband Corporation’s Current Report on Form 8-K (File No. 001-36713), filed with the Securities and Exchange Commission on May 20, 2016).
 - 7(p) Letter Agreement to the Second Amended and Restated Stockholders Agreement, dated May 18, 2016, by and among Liberty Broadband Corporation, Advance/Newhouse Partnership, CCH I, LLC and Charter Communications, Inc.*
 - 7(q) Registration Rights Agreement, dated as of May 18, 2016, by and among Liberty Broadband Corporation, Advance/Newhouse Partnership and Charter Communications, Inc. (incorporated by reference to Exhibit 10.3 to Charter Communications, Inc.’s Current Report on Form 8-K (File No. 001-33664), filed with the Securities and Exchange Commission on May 20, 2016).

Signature

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

Dated: May 26, 2016

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer

Name: Craig Troyer

Title: Vice President, Deputy General Counsel and Assistant Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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* Filed herewith.

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Schedule 1

**DIRECTORS AND EXECUTIVE OFFICERS
OF
LIBERTY BROADBAND CORPORATION**

The name and present principal occupation of each director and executive officer of Liberty Broadband Corporation ("Liberty") are set forth below. Unless otherwise noted, the business address for each person listed below is c/o Liberty Broadband Corporation, 12300 Liberty Boulevard, Englewood, Colorado 80112. To the knowledge of Liberty, all executive officers and directors listed on this Schedule 1 are United States citizens.

Name and Business Address (if applicable)	Principal Occupation and Principal Business (if applicable)
John C. Malone	Chairman of the Board and Director of Liberty
Gregory B. Maffei	President and Chief Executive Officer of Liberty; Director of Liberty
Richard R. Green	Director of Liberty
J. David Wargo	Director of Liberty
John E. Welsh III	Director of Liberty
Richard N. Baer	Chief Legal Officer of Liberty
Albert E. Rosenthaler	Chief Tax Officer of Liberty
Christopher W. Shean	Chief Financial Officer of Liberty

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AMENDMENT NO. 1 TO PROXY AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS AMENDMENT NO. 1 TO PROXY AND RIGHT OF FIRST REFUSAL AGREEMENT, dated May 13, 2016 (this "Amendment"), is entered into by and among Liberty Broadband Corporation, a Delaware corporation ("Liberty"), Liberty Interactive Corporation, a Delaware corporation ("Liberty Interactive") and LV Bridge, LLC, a Delaware limited liability company and wholly owned subsidiary of Liberty Interactive ("LV Bridge"). Capitalized terms used and not otherwise defined herein have the meanings given such terms in the ROFR Agreement (as defined below, as amended by this Amendment), except as otherwise provided.

RECITALS

WHEREAS, Liberty and Liberty Interactive entered into that certain Proxy and Right of First Refusal Agreement, dated as of May 23, 2015 (the "ROFR Agreement"), pursuant to which Liberty Interactive granted to Liberty a right of first refusal (the "ROFR") over the Covered Securities upon any Transfer (subject to certain exceptions) of such Covered Securities;

WHEREAS, Liberty Interactive has transferred its ownership rights in its TWC Shares to LV Bridge and such shares will be Exchanged pursuant to the Contribution Agreement for Exchange Shares;

WHEREAS, LV Bridge wishes to be bound by the terms of the ROFR Agreement with respect to the Covered Securities that it Beneficially Owns;

WHEREAS, LV Bridge intends to enter into a margin loan agreement, as a borrower (together with its successors in such capacity, the "Borrower") (such margin loan agreement, together with related notes, security agreements, collateral account control agreements and all other documents, instruments or agreements executed and delivered by the Borrower for the benefit of any agent or lender in connection therewith, the "Loan Documents"), with BNP Paribas Securities Corp., as calculation agent (together with its successors in such capacity, the "Calculation Agent"), Credit Suisse AG, Cayman Islands Branch, as administrative agent (together with its successors in such capacity, the "Administrative Agent"), and, together with the Calculation Agent, the "Agents"), and the lenders from time to time party thereto (the "Lenders");

WHEREAS, pursuant to the Loan Documents, to secure its obligations thereunder, the Borrower will from time to time grant a security interest in, among other things, TWC Shares and Exchange Shares (collectively, the "Pledged Shares"), which Exchange Shares will constitute Covered Securities;

WHEREAS, the Borrower has authorized each Secured Party (as defined below) to deliver notices under this agreement on its behalf pursuant to a power of attorney (each Secured Party, to the extent acting in such capacity, a "POA Secured Party");

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WHEREAS, the Loan Documents permit the Borrower, the Lenders and/or any other Secured Party to sell the Pledged Shares under certain circumstances and

WHEREAS, in connection with the Loan Documents, the parties are entering into this Amendment to provide for certain amendments and agreements with respect to the ROFR and certain Transfers of Covered Securities which are Pledged Shares as described below.

AGREEMENT

NOW THEREFORE, in consideration of the premises and for the mutual promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the parties agree hereby as follows:

1. Certain Transfers of Covered Securities If an event of default, mandatory prepayment event, margin call or any other event or circumstance that requires a payment to be made under any Loan Document occurs (any or all of the foregoing events or circumstances being herein collectively referred to as a "Loan Payment Event"), and, as a result of any such Loan Payment Event, (i) any Lender is entitled to require a foreclosure or other sale of Pledged Shares or (ii) the Borrower elects to sell Pledged Shares for the payment of any sums due in connection with such Loan Payment Event, in each case, in accordance with the Loan Documents (but, for the avoidance of doubt, in no other event):

(a) Section 1 of the ROFR Agreement shall be amended to add (in appropriate alphabetical order) and amend and restate, as applicable, the following definitions, but such amendment shall only apply and extend to proposed Transfers of Covered Securities being made in connection with or pursuant to a Loan Payment Event:

"Acceptance Deadline" means (i) in all cases except as provided in clause (ii), 12:00 p.m., New York time, on the date that is one (1) Business Day following delivery of a ROFR Notice and (ii) in the case of a Non-Margin Call ROFR Notice delivered by the Borrower (and not by a POA Secured Party on behalf of the Borrower) by 10:00 a.m., New York time, on any Business Day, 1:00 p.m., New York time, on that same Business Day (or if such Non-Margin Call ROFR Notice is delivered by the Borrower after 10:00 a.m., New York time, on any Business Day, 1:00 p.m., New York time, on the date that is one (1) Business Day following delivery of such Non-Margin Call ROFR Notice.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent" has the meaning assigned to it in the recitals of Amendment No. 1.

"Amendment No. 1" means Amendment No. 1 to Proxy and Right of First Refusal Agreement, dated May 13, 2016, by and among Liberty, LIC and the Borrower.

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"Borrower" has the meaning assigned to it in the recitals of Amendment No. 1.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, investments or policies (including investment policies) of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Discount Price" means the amount that is 10% less than the then-prevailing Market Price.

"Election Waiver" has the meaning assigned to it in Section 3(b)(i).

"Lender" has the meaning assigned to it in the recitals of Amendment No. 1.

"Liberty Elected Shares" has the meaning assigned to it in Section 3(b)(ii).

“Liberty Notice” has the meaning assigned to it in Section 3(b)(ii).

“Liberty Purchase Failure” has the meaning assigned to it in Section 3(b)(i).

“Liberty Waiver” has the meaning assigned to it in Section 3(b)(i).

“LIC LLC” means Liberty Interactive LLC, a Delaware limited liability company.

“Loan Documents” has the meaning assigned to it in the recitals of Amendment No. 1.

“Loan Payment Event” has the meaning assigned to it in Section 1 of Amendment No. 1.

“Loan Termination Notice” has the meaning assigned to it in Section 3(b)(i).

“Margin Call Amount” has the meaning assigned to it in Section 3(b)(i).

“Margin Call Closing Price” means the Market Price on the full Trading Day most recently ended prior to the time of delivery of the Margin Call ROFR Notice.

“Margin Call Price” means the lower of the Margin Call Closing Price and the Margin Call VWAP Price.

“Margin Call ROFR Notice” has the meaning assigned to it in Section 3(b)(i).

“Margin Call Shares” has the meaning assigned to it in Section 3(b)(i).

“Margin Call VWAP Price” means the average of the VWAPs for the two (2) full Trading Days most recently ended prior to the time of delivery of the Margin Call ROFR Notice.

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“Market Price” means, as of any date of determination, the closing trading price of the Class A Common Stock on the NASDAQ Global Select Market (or any other national securities exchange on which the Class A Common Stock is then listed).

“Non-Margin Call Closing Price” means the Market Price as of the full Trading Day most recently ended prior to the time of delivery of the Non-Margin Call ROFR Notice.

“Non-Margin Call ROFR Notice” has the meaning assigned to it in Section 3(b)(i).

“Non-Margin Call Shares” has the meaning assigned to it in Section 3(b)(i).

“Pay-Off Amount” means the amount, at any time, of the Borrower’s outstanding obligations to the Lenders and Agents under the Loan Documents.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Pledged Covered Securities” means any Covered Securities pledged to a Secured Party to secure obligations under the Loan Documents.

“POA Secured Party” has the meaning assigned to it in the recitals of Amendment No. 1.

“POA Secured Party ROFR Notice” means a Non-Margin Call ROFR Notice delivered by a POA Secured Party.

“Prospective Purchaser” has the meaning assigned to it in Section 3(b)(i).

“Rejection Waiver” has the meaning assigned to it in Section 3(b)(i).

“Remaining Shares” means any Covered Securities owned by the Borrower following Borrower’s satisfaction of its obligations under the Loan Documents and the payment of the Pay-Off Amount.

“ROFR” has the meaning assigned to it in the recitals of Amendment No. 1.

“ROFR Notice” has the meaning assigned to it in Section 3(b)(i) and refers to any Margin Call ROFR Notice or Non-Margin Call ROFR Notice, as applicable.

“ROFR Power of Attorney” means a power of attorney granted to a POA Secured Party, substantially in the form of Exhibit L to the Loan Agreement, granting such POA Secured Party the authority to deliver a Non-Margin Call ROFR Notice on behalf of the Borrower if an event of default constituting a Loan Payment Event has occurred and is continuing.

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“ROFR Price” means the Margin Call Price or Non-Margin Call Closing Price, as applicable.

“Secured Party” means a Lender or Agent to whom the Borrower has granted a security interest in any Pledged Covered Securities to secure obligations under the Loan Documents.

“Subject Shares” means any Margin Call Shares or Non-Margin Call Shares, as applicable.

“Trading Day” means any day on which The Nasdaq Stock Market is open for trading during its regular trading session (it being understood and agreed that any day on which The Nasdaq Stock Market is open for trading but is scheduled to close early in connection with a current or pending holiday shall constitute a regular trading session).

(b) Section 3(b)(i) of the ROFR Agreement shall be amended and restated in its entirety to read as follows, but such amendment and restatement shall only

apply and extend to proposed Transfers of Covered Securities being made in connection with or pursuant to a Loan Payment Event:

“If the Borrower determines to Transfer, or a Secured Party requires a Transfer of, as applicable, any Pledged Covered Securities in connection with a Loan Payment Event, to a purchaser (or purchasers, as the case may be) that is not a Permitted Transferee (a “Prospective Purchaser”), the Borrower or a POA Secured Party, on behalf of the Borrower (as the case may be), will provide written notice of such determination to Liberty (a “ROFR Notice”), subject to the exceptions and limitations contained herein. For the avoidance of doubt, the Borrower or such POA Secured Party, on behalf of the Borrower, as applicable, may provide a ROFR Notice to Liberty upon its intention to Transfer or cause the Transfer of Pledged Covered Securities notwithstanding the absence of a Prospective Purchaser.

If such ROFR Notice is a notice delivered by:

(i) the Borrower in connection with a margin call under the Loan Documents (a “Margin Call ROFR Notice”), such ROFR Notice will specify (a) the amount of cash needed by the Borrower to prepay the Loans in the amount necessary for the Borrower to be in compliance with its obligations (other than contingent obligations as to which no claim has been asserted) under the Loan Documents (the “Margin Call Amount”), (b) the number of Pledged Covered Securities determined by the Borrower in its reasonable judgment to be sufficient (subject to rounding to the nearest whole number), taking into account any other funds available to the Borrower (and which the Borrower intends to utilize) to either voluntarily prepay the Loans or cause cash and/or cash equivalents to be delivered to the Lender, to cause the Borrower to be in compliance with its obligations (other than contingent obligations as to which no claim has been asserted) under the Loan Documents (including any loan to value ratio test) (the “Margin Call Shares”) and (c) the price per Margin Call Share, which shall be the Margin Call

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Price. The Margin Call ROFR Notice will constitute a binding, irrevocable offer by the Borrower to sell to Liberty the Margin Call Shares at the Margin Call Price; or

(ii) the Borrower in connection with a Loan Payment Event other than a margin call, or a POA Secured Party, on behalf of the Borrower, after the occurrence and during the continuance of an event of default under the Loan Documents and in connection with such POA Secured Party’s exercise of its rights and remedies under the Loan Documents (a “Non-Margin Call ROFR Notice”), such Non-Margin Call ROFR Notice will specify (a) the number of Pledged Covered Securities determined to be Transferred (the “Non-Margin Call Shares”), which, (x) in the case of a Non-Margin Call ROFR Notice delivered by the Borrower (and not by a POA Secured Party on behalf of the Borrower), shall not be less than the number of Pledged Covered Securities necessary to pay in full the Borrower’s obligations (other than contingent obligations as to which no claim has been asserted) under the Loan Documents and (y) in the case of a Non-Margin Call ROFR Notice delivered by a POA Secured Party (on behalf of the Borrower), shall not be in excess of such POA Secured Party’s Ratable Share (as defined in the Loan Agreement) of the Pledged Covered Securities and (b) the price per Non-Margin Call Share, which shall be equal to the Non-Margin Call Closing Price. The Non-Margin Call ROFR Notice will constitute a binding, irrevocable offer by the Borrower or POA Secured Party (on behalf of the Borrower), as applicable, to sell to Liberty the Non-Margin Call Shares at the Non-Margin Call Closing Price.

Solely with respect to Non-Margin Call ROFR Notices received by Liberty, upon the termination of the Loan Documents and the satisfaction of all obligations thereunder (other than contingent obligations as to which no claim has been asserted), the Borrower shall (i) provide a written notice to Liberty of such termination and satisfaction, signed by the Borrower and counter-signed by any Agent (a “Loan Termination Notice”) and (ii) on the Business Day following the delivery of such Loan Termination Notice, offer Liberty the right to acquire any Remaining Shares of the Borrower at the Discount Price.

Notwithstanding any of the foregoing, (i) solely with respect to a Margin Call ROFR Notice, if Liberty elects to purchase less than the full number of the Margin Call Shares offered under such relevant Margin Call ROFR Notice, Liberty shall thereby be deemed to have rejected and effectively waived its rights pursuant to the ROFR Agreement solely with respect to such Margin Call Shares not so elected to be purchased, together with any additional Pledged Covered Securities that the Borrower may Transfer or need to Transfer to satisfy its obligations (other than contingent obligations as to which no claim has been asserted) under the Loan Documents in connection with the Loan Payment Event addressed by the applicable Margin Call ROFR Notice (an “Election Waiver”); (ii) other than in the case of clause (i), if Liberty has rejected and/or been deemed to have rejected an offer to purchase Margin Call Shares or Non-Margin Call Shares, as applicable, Liberty shall thereby be deemed to have rejected and effectively waived its rights pursuant to the ROFR with respect to such Margin Call Shares or Non-Margin Call

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Shares (as applicable) so rejected or deemed to have been rejected, together with any additional Pledged Covered Securities that the Borrower or a Secured Party may Transfer or need to Transfer (regardless of whether the applicable ROFR Notice was issued by the Borrower or a POA Secured Party) to satisfy the Borrower’s obligations then-owing to such Secured Party or other Secured Party in connection with the Loan Payment Event addressed by the applicable ROFR Notice (a “Rejection Waiver” and, collectively with an Election Waiver, a “Liberty Waiver”); (iii) if at any time Liberty has previously failed to purchase Liberty Elected Shares (as defined below) (a “Liberty Purchase Failure”), neither the Borrower nor a POA Secured Party (on behalf of Borrower) nor any other Secured Party shall be under any obligation to deliver a ROFR Notice with respect to any number of Pledged Covered Securities, prior to Transferring any such Pledged Covered Securities on the market or otherwise to satisfy (in whole or in part) the Borrower’s obligations in connection with any Loan Payment Event and (iv) if at any time (a) the Borrower, LIC, Liberty or LIC LLC (b) any Affiliates of the Borrower, LIC, Liberty or LIC LLC Controlled by the Borrower, LIC, Liberty and/or LIC LLC, and/or (c) any other Affiliates of the Borrower, LIC, Liberty or LIC LLC with standing, contests through any legal proceeding the validity or enforceability of any provision of any ROFR Power of Attorney or purports to revoke, terminate or rescind any provision of any ROFR Power of Attorney, neither a POA Secured Party nor any other Secured Party shall be under any obligation to deliver a ROFR Notice with respect to any number of Pledged Covered Securities, prior to Transferring, after the occurrence and during the continuance of an event of default under the Loan Documents, any such Pledged Covered Securities on the market or otherwise to satisfy (in whole or in part) the Borrower’s obligations in connection with any Loan Payment Event.”

(c) Section 3(b)(ii) of the ROFR Agreement shall be amended and restated in its entirety to read as follows, but such amendment and restatement shall only apply and extend to proposed Transfers of Covered Securities being made in connection with or pursuant to a Loan Payment Event:

“No later than the applicable Acceptance Deadline, Liberty may agree, by written notice to the Borrower (or if such notice was delivered by a POA Secured Party on behalf of the Borrower, to such POA Secured Party) (the “Liberty Notice”), to acquire the number of Subject Shares offered under such ROFR Notice at the applicable ROFR Price; provided that, solely with respect to a Margin Call ROFR Notice, Liberty may elect to acquire less than the full number of the Margin Call Shares offered therein (such number of shares Liberty agrees to acquire pursuant to a ROFR Notice, the “Liberty Elected Shares”); provided, further, that Liberty must reject (or will be deemed to have rejected) or accept the Subject Shares offered under all of the POA Secured Party ROFR Notices that are delivered to Liberty on the same Business Day (all such POA Secured Party ROFR Notices delivered on the same Business Day being herein collectively referred to as “Combined POA ROFR Notices” and individually as a “Combined Secured Party ROFR Notice”). If a Liberty Notice meeting the requirements specified above is not delivered to the Borrower or each POA Secured Party that delivered a Combined POA ROFR Notice (as applicable) at or prior to the Acceptance Deadline, then Liberty will be deemed to have rejected the offer to purchase the Subject Shares subject to such ROFR Notice or Combined Secured Party ROFR Notices, as applicable, and such offer shall

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terminate. Notwithstanding anything to the contrary contained herein, if Liberty rejects or is deemed to reject (a) the offer set forth in a Margin Call Notice to purchase

Margin Call Shares, in whole or in part, then Liberty hereby acknowledges and agrees that the Borrower will be free to Transfer or sell on the open market or otherwise (in whole or in part) such Margin Call Shares so rejected or deemed to have been rejected, together with any other Pledged Covered Securities necessary to satisfy its obligations (other than contingent obligations as to which no claim has been asserted) under the Loan Documents and (b) the offer set forth in a Non-Margin Call ROFR Notice from the Borrower (or Combined POA ROFR Notices from POA Secured Parties) to purchase the Non-Margin Call Shares, then Liberty hereby acknowledges and agrees that the Borrower (or each POA Secured Party that delivered a Combined POA ROFR Notice, as applicable) will be free to Transfer or sell on the open market or otherwise (in whole or in part) such Non-Margin Call Shares so rejected or deemed to have been rejected, together with any other Pledged Covered Securities necessary to satisfy the Borrower's obligations (other than contingent obligations as to which no claim has been asserted) under the Loan Documents. For the avoidance of doubt, during the period from delivery of the ROFR Notice until the Acceptance Deadline, the Borrower or a Secured Party, as applicable, may not effect the proposed Transfer to a Prospective Purchaser or Transfer the relevant Subject Shares on the open market or otherwise (unless, prior to the Acceptance Deadline, Liberty provides written notice to the Borrower or each POA Secured Party that sent a Combined Secured Party ROFR Notice, as applicable, that (1) it is expressly rejecting the offer set forth in the ROFR Notice, in which case Liberty shall be deemed to have rejected and effectively waived its rights pursuant to the ROFR as provided in the last paragraph of Section 3(b)(i) or (2) in the case of a Margin Call ROFR Notice, it is electing to purchase only a portion of Margin Call Shares offered thereby, in which case Liberty shall be deemed to have rejected and effectively waived its rights pursuant to the ROFR as provided in the last paragraph of Section 3(b)(i)."

(d) The first and second sentences of Section 3(b)(iii) of the ROFR Agreement are hereby amended and restated to read as follows, but such amendment and restatement shall only apply and extend to proposed Transfers of Covered Securities being made in connection with or pursuant to a Loan Payment Event:

"Upon delivery of a Liberty Notice meeting the requirements specified above at or prior to the Acceptance Deadline, the Borrower or Secured Party, as applicable, will be obligated to sell, and Liberty will be obligated to buy, all of the Liberty Elected Shares for the Margin Call Price or Non-Margin Call Price, as applicable, payable in cash by wire transfer of immediately available funds, (i) in the case of a sale by the Secured Party, directly to the account of the applicable Secured Party as identified on Schedule I hereto (as such Schedule I may be changed from time to time upon delivery by notice from the applicable Secured Party to Liberty) or (ii) in the case of a sale by the Borrower, to each Secured Party's applicable account identified on Schedule I hereto (as such Schedule I may be changed from time to time upon delivery by notice from a Secured Party to Liberty; provided that a Secured Party may only give a notice of changes concerning its respective account) in such proportion as directed by the Borrower, in each case, in accordance with the terms of the applicable Loan Documents. The closing of such purchase and sale shall occur at such time and place as the parties

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thereto may agree, but in any event no later than 4:00 p.m., New York time, on the date that is one (1) Business Day after the Liberty Notice is delivered."

(e) The parties hereto acknowledge and agree that any Liberty Purchase Failure shall (i) constitute a material breach of the ROFR Agreement by Liberty for purposes of Section 6(iii) of the ROFR Agreement, (ii) not be curable under the ten (10) Business Day cure period provided for in Section 6(iii) of the ROFR Agreement and (iii) entitle the Borrower and/or any applicable Secured Party to effect the proposed Transfer to a Prospective Purchaser or otherwise Transfer any Pledged Covered Securities on the open market or otherwise.

(f) The parties hereto acknowledge and agree that in the case of any Transfer of Covered Securities made in connection with or pursuant to a Loan Payment Event, the forty-five (45) calendar day time limitation on the disposition of the Subject Shares set forth in Section 3(b)(iv) of the ROFR Agreement shall not apply to the Borrower or Secured Party, as applicable, in the event of a Liberty Purchase Failure or Liberty Waiver; provided that, solely in the event of a Liberty Waiver, any remaining portion of the Subject Shares not otherwise disposed of by the Borrower or Secured Party and subsequently returned to the Borrower, shall again become subject to the requirements of the ROFR Agreement, as amended hereby. In the event of a Liberty Purchase Failure, Liberty shall have no further rights pursuant to the ROFR with respect to any Pledged Covered Securities until the first (1st) Business Day following the delivery of the Loan Termination Notice, at which point any Pledged Covered Securities returned to the Borrower shall again become subject to the requirements of the ROFR Agreement.

(g) The parties hereto agree and acknowledge that Liberty will pay the applicable ROFR Price in each case for the Liberty Elected Shares due pursuant to a Liberty Notice delivered pursuant to this Amendment, directly to the securities intermediary maintaining the securities accounts to which the Liberty Elected Shares have been credited for application thereof in accordance with the terms of the applicable Loan Documents.

(h) Following the execution of the Loan Documents, Liberty Interactive will keep Liberty reasonably informed of the potential for any Loan Payment Event pursuant to the Loan Documents and any delivery of a ROFR Notice as a result thereof.

2. Assignment and Assumption. From and after the execution and delivery of this Amendment, the parties hereby agree that LV Bridge shall be party to and bound by the terms of the ROFR Agreement (including the Proxy) and this Amendment with respect to the Covered Securities that it Beneficially Owns and that LV Bridge is a Permitted Transferee pursuant to the ROFR Agreement.

3. Miscellaneous.

(a) From and after the execution and delivery of this Amendment, in the event of the occurrence of a Loan Payment Event (but, for the avoidance of doubt, in no other event and only to extent a proposed Transfer of Covered Securities is being made in

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connection with or pursuant to a Loan Payment Event), the ROFR Agreement shall be deemed to be amended and modified as herein provided, and except as so amended and modified solely in connection with a proposed Transfer of Covered Securities in connection with or pursuant to a Loan Payment Event, the ROFR Agreement shall continue in full force and effect and is hereby ratified and confirmed.

(b) The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers of or consents to departures from the provisions hereof may not be given, unless approved in writing by Liberty and Liberty Interactive.

(c) This Amendment shall be binding upon, shall inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

(d) This Amendment, together with the ROFR Agreement, the Stockholders Agreement and the other agreements and instruments referenced herein, constitutes the entire agreement of the parties hereto, and supersedes all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter hereof and thereof. Nothing in this Amendment shall be construed as giving any Person, other than the parties hereto and their respective heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Amendment or any provision hereof.

(e) Notwithstanding anything else to the contrary in the ROFR Agreement, all notices and other communications required to be delivered pursuant to the ROFR Agreement, as amended by this Amendment, pursuant to or in connection with a Loan Payment Event shall be in writing and shall be delivered by hand or other electronic transmission to the address or electronic mail address specified (i) for each Person that is party to this agreement, on the signature pages hereto, and (ii) for a POA Secured Party, to the address specified on Schedule II (as such schedule may be updated from time to time by notice from a POA Secured Party or the Borrower), and in the

case of clause (i) and clause (ii), with copies to each Lender identified on Schedule III and at the address specified for such Lender on Schedule III (as such schedule may be updated from time to time by notice from a Lender or the Borrower) (provided, that any failure to so deliver a copy of any notice or other communication shall not invalidate the effectiveness of such notice or communication). Notices sent by hand shall be deemed to have been delivered when received and notices sent by electronic transmission (including by e-mail) shall be deemed to have been delivered when sent; provided that if such notice or other communication is not sent by 8:00 p.m., New York time on any Business Day or is sent on any day that is not a Business Day, such notice or communication shall be deemed to have been delivered at the opening of business on the next Business Day for the recipient.

(f) This Amendment shall be governed by and construed in accordance with the Laws of the State of Delaware.

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(g) Headings of sections and subsections of this Amendment are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(h) This Amendment may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Amendment via telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Amendment.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer

Name: Craig Troyer
Title: Vice President, Deputy General
Counsel and Assistant Secretary

Address:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Treasurer
E-mail:

With copies to:

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
E-mail:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Renee L. Wilm
E-mail: renee.wilm@bakerbotts.com

[Signature Page to Proxy/ROFR Agreement Amendment]

LIBERTY INTERACTIVE CORPORATION

By: /s/ Laura M. Baldi

Name: Laura M. Baldi
Title: Vice President and Assistant
Treasurer

Address:

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Treasurer
E-mail:

With copies to:

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer

E-mail:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick H. McGrath
E-mail: frederick.mcgrath@bakerbotts.com

[Signature Page to Proxy/ROFR Agreement Amendment]

LV BRIDGE, LLC

By: Liberty Interactive Corporation, as sole member and manager of Liberty Interactive LLC

By: Liberty Interactive LLC, as sole member and manager of LV Bridge, LLC

By: /s/ Laura M. Baldi

Name: Laura M. Baldi
Title: Vice President and Assistant
Treasurer

Address:

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Treasurer
E-mail:

With copies to:

Liberty Interactive Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer
E-mail:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Frederick H. McGrath
E-mail: frederick.mcgrath@bakerbotts.com

[Signature Page to Proxy/ROFR Agreement Amendment]



May 18, 2016

Liberty Broadband Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard N. Baer

Advance/Newhouse Partnership
5823 Widewaters Parkway
East Syracuse, NY 13057
Attention: Steven A. Miron

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Stockholders Agreement, dated as of May 23, 2015 (the "Stockholders Agreement"), by and among Charter Communications, Inc., a Delaware corporation ("Cheetah"), CCH I, LLC, a Delaware limited liability company (together with any successor to CCH I, LLC, "New Cheetah"), Liberty Broadband Corporation, a Delaware corporation ("Liberty") and Advance/Newhouse Partnership, a New York general partnership ("A/N"), and the Investment Agreement, dated as of May 23, 2015 (the "Investment Agreement"), by and among Cheetah, New Cheetah and Liberty. Capitalized terms used and not defined herein have the meanings provided such terms in the Stockholders Agreement. Section references contained herein are references to sections of the Stockholders Agreement unless the context otherwise requires.

In order to confirm and clarify the rights of the parties under the Stockholders Agreement following the transactions contemplated by the Contribution Agreement and/or the Merger Agreement, Cheetah and New Cheetah hereby acknowledge to Liberty and A/N and each of the parties to this letter agreement hereby agrees that, effective immediately, (i) the words "Tax Matters Agreement" in the definition of "Transaction Agreements" in Section 1.1 shall be deemed to be replaced by the words "Tax Receivables Agreement", (ii) the word "predominantly" shall be deemed to be deleted from Section 3.7(b)(ii)(A)(1), (iii) references to "Liberty" in Sections 4.6(b)(iv)(A), 4.6(b)(ix), 4.6(c), 4.6(d) and 4.6(e) shall be deemed to include any other Liberty Party, (iv) the words "by Liberty" in the definition of "Permitted Transfer" in Section 1.1 shall be deemed to be deleted, (v) references to "A/N" in Sections 4.6(b)(iv)(B), 4.6(b)(ix), 4.6(c), 4.6(d), 4.6(e) and 4.6(i) shall be deemed to include any other A/N Party, (vi) the reference to "Liberty" in Section 4.6(b)(x) shall be deemed to be replaced by a reference to "any A/N Party" and the reference to "its" shall be deemed to be a reference to "Liberty", (vii) the words "Transaction Term Sheet" in Section 4.8 shall be deemed to be replaced by the words "limited liability company agreement of Cheetah Holdco LLC", and (viii) the definition of "Transfer" set forth in the agreed form of Proxy Agreement attached to the

Stockholders Agreement as Exhibit A shall be deemed to be deleted and replaced in its entirety to read as follows:

"Transfer" has the meaning ascribed thereto in the Stockholders Agreement; provided that Transfer as used in this Agreement shall not include a Transfer (or deemed Transfer) effected by an A/N Party in compliance with Section 4.6(c), Section 4.6(d) or Section 4.6(e) of the Stockholders Agreement (it being understood, however, that any sale of Class A Common Stock by a lender following a foreclosure upon any Common Units pledged by any A/N Party in connection with a Stand Alone Margin Loan or an Equity Linked Financing or sales or other dispositions of Class A Common Stock pursuant to any put, call or exchange feature of securities sold pursuant to Section 4.6(e) of the Stockholders Agreement shall be deemed to be a Transfer that is subject to the provisions of Section 3); and provided, further, that if any Permitted Transferee ceases to meet the requirements to be an A/N Party, such Person shall cease to be a Permitted Transferee and the cessation of such qualification shall constitute a Transfer to a Person other than a Permitted Transferee for purposes of Section 3.

In addition, Section 3(b)(i) of the Proxy Agreement shall be deleted and replaced in its entirety to read as follows:

If a Transferor determines to Transfer any Equity Securities comprising Covered Securities in a bona fide transaction to a third party purchaser or offeror, in each case, that is not a Permitted Transferee (a "Prospective Purchaser"), the Transferor will provide written notice of such determination to Liberty (a "ROFR Notice"). For the avoidance of doubt, (i) a Transferor may provide a ROFR Notice to Liberty upon its intention to sell Covered Securities to Liberty notwithstanding the absence of a Prospective Purchaser and (ii) a Transferor shall provide a ROFR Notice to Liberty contemporaneously with the delivery of a notice of exchange or a notice of foreclosure, as applicable, to Charter. Such ROFR Notice will specify (A) the total number and type of Equity Securities determined to be Transferred, (B) the number of shares of Class A Common Stock or Common Units comprising the Covered Securities determined to be Transferred (the "Subject Shares"), and (C) the simple average of the VWAPs of the Class A Common Stock for each of the two (2) full Trading Days immediately prior to the date of the ROFR Notice (the "VWAP Price"). The ROFR Notice will constitute a binding, irrevocable offer by the Transferor to sell any or all Subject Shares to Liberty at the VWAP Price per Subject Share.

Cheetah and New Cheetah hereby acknowledge that if, due to extenuating circumstances, A/N or another A/N Party submits a written request to New Cheetah to be permitted to pledge Company Equity in respect of a Stand Alone Margin Loan that would otherwise be prohibited by Section 4.6(c) (including a request to waive the limitation as to 50% of an A/N Party's Company Equity), the Unaffiliated Directors shall consider such request in good faith (including any extenuating circumstances associated with such request) and if the Unaffiliated Directors, by majority vote, approve such request, A/N or another A/N Party shall

be permitted to pledge shares of Company Equity in respect of a Stand Alone Margin Loan in accordance with the other terms of Section 4.6(c) and on such other terms as may be provided by the decision of such Unaffiliated Directors.

Liberty, New Cheetah and Cheetah hereby agree that, notwithstanding anything in the Investment Agreement to the contrary, the Investment Agreement may be terminated pursuant to Section 7.1(a) thereof by written consent of Liberty and Cheetah, and New Cheetah's consent shall not be required for such termination.

Except as expressly set forth herein, the Investment Agreement, the Stockholders Agreement and the agreed form of Proxy Agreement attached to the Stockholders Agreement as Exhibit A will be and are unchanged and shall, to the extent applicable as of the date hereof, remain in full force and effect.

[Signature Page Follows]

