

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
(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)

16117M305

(CUSIP Number)

Richard N. Baer, Esq.
Senior Vice President and General Counsel
Liberty Media Corporation
12300 Liberty Boulevard
Englewood, CO 80112
(720) 875-5400

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

October 9, 2014

(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 Rule 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 the disclosures provided in a prior cover page.

The information required in 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 (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: 16117M305

1. Names of Reporting Persons.
Liberty Media Corporation

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

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
28,838,718 (1) (2)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
None

9. Sole Dispositive Power
28,838,718 (1) (2)

10. Shared Dispositive Power
None

11. Aggregate Amount Beneficially Owned by Each Reporting Person
28,838,718 (1) (2)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
Excludes shares beneficially owned by the executive officers and directors of Liberty.

13. Percent of Class Represented by Amount in Row (11)
26.3% (3)

14. Type of Reporting Person (See Instructions)
CO

(1) Includes 1,083,296 warrants to purchase shares of Common Stock exercisable in the next 60 days.

(2) Subject to certain restrictions contained in the Voting Agreement between Comcast Corporation and the Reporting Person, dated as of April 25, 2014, as amended. See Item 4 of the Liberty Schedule 13D and this Amendment (each as defined below).

(3) For purposes of calculating beneficial ownership of the Reporting Person, the total number of shares of Class A Common Stock outstanding is 109,728,173, as reported by the Issuer in its Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2014 filed with the SEC on July 31, 2014 and as calculated pursuant to Rule 13d-3 of the Exchange Act.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D/A
(Amendment No. 3)

Statement of

LIBERTY MEDIA CORPORATION

in respect of

CHARTER COMMUNICATIONS, INC.

Liberty Media Corporation (the "Reporting Person" or "Liberty") is filing this statement on Schedule 13D with respect to the shares of Class A common stock, par value \$.001 per share (the "Common Stock"), of Charter Communications, Inc., a Delaware corporation (the "Issuer" or "Charter"). The Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") with respect to the Issuer by the Reporting Person, on May 10, 2013, as amended by Amendment No. 1 filed with the SEC on April 29, 2014 and Amendment No. 2 filed with the SEC on May 9, 2014 (together, the "Liberty Schedule 13D"), is hereby amended and supplemented to include the information set forth herein.

This amended Statement on Schedule 13D/A (this "Amendment") constitutes Amendment No. 3 to the Liberty Schedule 13D. Capitalized terms not defined herein have the meanings given to such terms in the Liberty Schedule 13D. Except as set forth herein, the Liberty Schedule 13D is unmodified.

Item 4. Purpose of Transaction

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

On October 9, 2014, the Reporting Person announced that its Board of Directors had approved the previously disclosed plan to effect the Spin-Off of Liberty Broadband Corporation ("Liberty Broadband," f/k/a "Broadband SpinCo") and, in connection therewith, has declared a record date of 5:00 p.m., New York City time, on October 29, 2014 (such date and time, the "record date") and set a distribution date of 5:00 p.m., New York City time, on November 4, 2014 for the completion of the Spin-Off. The completion of the Spin-Off remains subject to the satisfaction or waiver of certain conditions.

In anticipation of the Spin-Off, (i) the Reporting Person, the Issuer and Liberty Broadband entered into an Amendment to Stockholders Agreement, dated September 29, 2014 (the "Amendment to Stockholders Agreement"), providing that, effective immediately prior to but subject to the consummation of the Spin-Off, Liberty Broadband will assume all of the Reporting Person's obligations and succeed to the Reporting Person's rights under the Stockholders Agreement and (ii) the Reporting Person, Comcast and Liberty Broadband entered into an Assignment and Assumption Agreement, dated October 2, 2014 (the "Assignment and Assumption of Voting Agreement"), providing that, effective immediately prior to but subject to the consummation of the Spin-Off, Liberty Broadband will assume all of the Reporting Person's obligations and succeed to the Reporting Person's rights under the Voting Agreement, subject to the Reporting Person's continuing obligations with respect to certain provisions of the Voting Agreement. The foregoing descriptions are summaries and, among other things, do not purport to describe all of the provisions of the Amendment to Stockholders Agreement and the Assignment and Assumption of Voting Agreement and are qualified in their entirety by reference to the full documents, which are filed as Exhibits 7(d) and 7(e), respectively, to this Amendment and are incorporated into this Amendment by reference.

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Other than as set forth in the Liberty Schedule 13D, this Amendment or as contemplated by the Transactions Agreement, the Reporting Person does not have any plans or proposals that relate to or would result in any of the actions set forth in clauses (a) through (j) of Item 4.

Item 5. Interest in Securities of the Issuer

Item 5 of the Liberty Schedule 13D is hereby amended and restated in its entirety to read as follows:

- (a) The Reporting Person beneficially owns 28,838,718 shares of Common Stock, including 1,083,296 warrants to purchase shares of Common Stock exercisable in the next 60 days. The 28,838,718 shares of Common Stock represent approximately 26.3% of the outstanding shares of Common Stock, based on 109,728,173 shares of Common Stock outstanding, as reported by the Issuer in its Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2014 filed with the SEC on July 31, 2014 and as calculated pursuant to Rule 13d-3 of the Exchange Act.
- (b) The Reporting Person has the sole power to vote or to direct the voting of 28,838,718 shares of Common Stock, and has the sole power to dispose or to direct the disposition of such number of shares, subject to the terms of the Voting Agreement described in Item 4 of the Liberty Schedule 13D and this Amendment.
- (c) Neither the Reporting Person nor, to the knowledge of the Reporting Person, any Schedule 1 Person, has effected any transactions in the Common Stock during the 60 days preceding the date hereof.
- (d) Not applicable.
- (e) Not applicable.

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

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

The information contained in Item 4 of this Amendment is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

- 7(a) 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(b) Voting Agreement, dated as of April 25, 2014, between Comcast Corporation and Liberty Media Corporation.*

- 7(c) Letter, dated as of April 25, 2014, from Charter Communications, Inc. to, and acknowledged by, Liberty Media Corporation.*
- 7(d) Amendment to Stockholders Agreement, dated as of September 29, 2014, by and among Charter Communications, Inc., Liberty Media Corporation and Liberty Broadband Corporation.
- 7(e) Assignment and Assumption Agreement, dated as of October 2, 2014, by and among Comcast Corporation, Liberty Media Corporation and Liberty Broadband Corporation.

*Previously filed.

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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: October 10, 2014

LIBERTY MEDIA CORPORATION

By: /s/ Richard N. Baer

Name: Richard N. Baer

Title: Senior Vice President and General Counsel

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Title</u>
7(a)	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(b)	Voting Agreement, dated as of April 25, 2014, between Comcast Corporation and Liberty Media Corporation.*
7(c)	Letter, dated as of April 25, 2014, from Charter Communications, Inc. to, and acknowledged by, Liberty Media Corporation.*
7(d)	Amendment to Stockholders Agreement, dated as of September 29, 2014, by and among Charter Communications, Inc., Liberty Media Corporation and Liberty Broadband Corporation.
7(e)	Assignment and Assumption Agreement, dated as of October 2, 2014, by and among Comcast Corporation, Liberty Media Corporation and Liberty Broadband Corporation.

*Previously filed.

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AMENDMENT TO STOCKHOLDERS AGREEMENT

This Amendment to Stockholders Agreement (this "Amendment") is made as of September 29, 2014 by and among Liberty Broadband Corporation, a Delaware corporation ("Assignee"), Liberty Media Corporation, a Delaware corporation ("Liberty"), and Charter Communications, Inc., a Delaware corporation ("Charter"). Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Stockholders Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, Charter and Liberty are parties to that certain Stockholders Agreement, dated as of March 19, 2013 (the "Stockholders Agreement");

WHEREAS, Liberty has determined to engage in a Distribution Transaction, pursuant to which all Voting Securities of Charter Beneficially Owned by Liberty, together with certain other assets, will be contributed to Assignee (or a subsidiary of Assignee) and then all of the capital stock of Assignee will be distributed by means of a pro-rata dividend (the "Broadband Spin-Off") to holders of Liberty's Series A common stock, Series B common stock and Series C common stock;

WHEREAS, in accordance with Section 3.4 of the Stockholders Agreement, the parties desire to effect the assignment by Liberty and assumption by Assignee of Liberty's rights, benefits and obligations under the Stockholders Agreement in connection with the Broadband Spin-Off;

WHEREAS, Comcast Corporation, a Pennsylvania corporation ("Comcast"), and Charter have entered into a Transaction Agreement (as defined in the Voting Agreement, as defined below), which contemplates a contribution and spin-off transaction, an asset exchange, a purchase of assets and certain issuances of capital stock by New Charter and SpinCo (each as defined below) (collectively, the "Transactions");

WHEREAS, in connection with the Transactions, a limited liability company wholly owned by Charter ("New Charter") will convert into a corporation and thereafter, a newly formed, wholly owned subsidiary of New Charter will merge with and into Charter with the effect that the Company Common Stock will be exchanged for or converted into shares of common stock of New Charter and New Charter will become the publicly-traded parent company of Charter (the "Charter Reorganization") (as used in this Amendment the term "New Charter" shall be deemed to refer to the publicly-traded parent corporation of Charter resulting from any reorganization affecting the Company Common Stock and the issuer of the capital stock received by holders of Company Common Stock in such reorganization, regardless of any changes to the terms of the Charter Reorganization as described herein);

WHEREAS, following the Charter Reorganization, another newly formed, wholly owned subsidiary of New Charter will merge (the "Merger") with and into a former wholly owned subsidiary of Comcast ("SpinCo");

WHEREAS, in the Merger, (i) New Charter will acquire shares of SpinCo and (ii) New Charter will issue shares of its common stock to the SpinCo stockholders (such issuance of New Charter shares, the "Stock Issuance");

WHEREAS, Liberty and Comcast are parties to that certain Voting Agreement, dated April 25, 2014 (the "Voting Agreement"), pursuant to which, among other things, Liberty has agreed to vote its shares of Company Common Stock in favor of the Stock Issuance and in favor of any other matters for which the approval of Charter's stockholders is reasonably necessary in order to consummate the Transactions;

WHEREAS, Charter has executed and delivered to Liberty a letter, dated April 25, 2014 (the "Charter Letter") confirming, among other things, that (i) upon the consummation of the Charter Reorganization, New Charter will be substituted for Charter for all purposes under the Stockholders Agreement and (ii) Liberty's execution and delivery of the Voting Agreement and the performance of its obligations thereunder, will not result in a breach, violation or default in respect of its obligations under Section 3.2 of the Stockholders Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Representations and Warranties of Charter.* Charter represents and warrants to Liberty and Assignee that:

a. Charter is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into this Amendment and to carry out its obligations hereunder and under the Stockholders Agreement;

b. the execution, delivery and performance of this Amendment by Charter has been duly authorized by all necessary corporate action on the part of Charter and no other corporate proceedings on the part of Charter are necessary to authorize this Amendment or the matters contemplated hereby or by the Stockholders Agreement;

c. this Amendment has been duly executed and delivered by Charter and this Amendment and the Stockholders Agreement each constitutes a valid and binding obligation of Charter, and, assuming this Amendment constitutes a valid and binding obligation of Liberty and Assignee, is enforceable against Charter in accordance with its terms, subject to bankruptcy, insolvency (including all laws, rules, regulations, orders and judicial decisions relating to fraudulent transfers), reorganization, moratorium, and similar laws, rules, regulations, orders and judicial decisions of general applicability relating to or affecting creditors' rights (the "Bankruptcy Exception"); and

d. the execution and delivery of this Amendment by Charter, and the performance of its obligations hereunder and under the Stockholders Agreement, do not constitute a breach or violation of, or conflict with, Charter's amended and restated certificate of incorporation or amended and restated bylaws.

2. *Representations and Warranties of Liberty.* Liberty represents and warrants to Charter that:

- a. Liberty is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into this Amendment and to carry out its obligations hereunder and under the Stockholders Agreement;
- b. the execution, delivery and performance of this Amendment by Liberty has been duly authorized by all necessary action on the part of Liberty and no other corporate proceedings on the part of Liberty are necessary to authorize this Amendment or the matters contemplated hereby or by the Stockholders Agreement;
- c. this Amendment has been duly executed and delivered by Liberty and constitutes a valid and binding obligation of Liberty, and, assuming this Amendment constitutes a valid and binding obligation of Charter, is enforceable against Liberty in accordance with its terms, subject to the Bankruptcy Exception;
- d. the execution and delivery of this Amendment by Liberty and the performance of its obligations hereunder and under the Stockholders Agreement, do not constitute a breach or violation of, or conflict with, Liberty's restated certificate of incorporation or amended and restated bylaws;
- e. this Amendment is being entered into in connection with the Broadband Spin-Off, which constitutes a Distribution Transaction involving Assignee, a Qualified Distribution Transferee, pursuant to Section 3.4 of the Stockholders Agreement; and
- f. in connection with the Broadband Spin-Off, Liberty has contributed all Voting Securities Beneficially Owned by it to Assignee.

3. *Representations and Warranties of Assignee and Liberty.* Assignee and Liberty each represent and warrant to Charter that:

- a. Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into this Amendment and to carry out its obligations hereunder and, following the Broadband Spin-Off, under the Stockholders Agreement;
- b. the execution, delivery and performance of this Amendment by Assignee has been duly authorized by all necessary action on the part of Assignee and no other corporate proceedings on the part of Assignee are necessary to authorize this Amendment or the matters contemplated hereby or by the Stockholders Agreement;
- c. this Amendment has been duly executed and delivered by Assignee and constitutes a valid and binding obligation of Assignee, and, assuming this Amendment constitutes a valid and binding obligation of Charter, is enforceable against Assignee in accordance with its terms, subject to the Bankruptcy Exception ; and
- d. the execution and delivery of this Amendment by Assignee, and, following the Broadband Spin-Off, the performance by the Assignee of its obligations hereunder and under the Stockholders Agreement, do not constitute a breach or violation of, or conflict with, Assignee's restated certificate of incorporation or bylaws.

4. *Assignment and Assumption; Certain Acknowledgements.*

- a. Effective immediately prior to the Broadband Spin-Off (and subject to the consummation of the Broadband Spin-Off):
 - i. Liberty assigns all of its rights, liabilities and obligations under the Stockholders Agreement (as amended hereby) (including its rights pursuant to Article II thereof) to Assignee; and
 - ii. Assignee accepts such assignment of rights hereunder and assumes and agrees to perform all liabilities and obligations of Liberty under the Stockholders Agreement (as amended hereby) to be performed following the effectiveness of the Broadband Spin-Off.
- b. Effective immediately prior to the Broadband Spin-Off (and subject to the consummation of the Broadband Spin-Off), the Stockholders Agreement is hereby amended as follows:
 - i. Assignee is substituted for Liberty as the "Investor" for all purposes under the Stockholders Agreement (as amended hereby) and all references in the Stockholders Agreement (as amended hereby) to "Investor" will be deemed to refer to Assignee and references to "Liberty Parties" will be deemed to refer to (x) Assignee, (y) any Qualified Distribution Transferee, and (z) each Affiliate of any of the foregoing, until such time as such person is not an Affiliate of Assignee and/or any Qualified Distribution Transferee.
 - c. Liberty acknowledges that (i) it shall not be entitled to any benefits or rights of any kind or nature under the Stockholders Agreement following the Broadband Spin-Off (including, for the avoidance of doubt, any benefits to or rights of Liberty available prior to the Broadband Spin-Off in connection with the Waiver or from Section 3.4(b) of the Stockholders Agreement) and (ii) Charter shall not be subject to any liabilities of Liberty arising under or in connection with the Stockholders Agreement following the Broadband Spin-Off (except for any liabilities arising from any breach of the Stockholders Agreement by Charter or relating to any actions or events occurring, in each case, on or prior to the Broadband Spin-Off).
 - d. Charter acknowledges and agrees that actions taken or not taken by Assignee pursuant to the Voting Agreement (which will be assigned to Assignee in connection with the Broadband Spin-Off) and its performance of its obligations thereunder, in each case from and after the Broadband Spin-Off, will not result in or constitute a breach, violation or default of Assignee's obligations under Section 3.2 of the Stockholders Agreement.

e. Charter acknowledges and agrees that Liberty shall not be subject to any liability to it or obligation under the Stockholders Agreement following the Broadband Spin-Off (except for any liability arising from any breach of the Stockholders Agreement by Liberty or relating to any actions or events occurring, in each case, on or prior to the date of the Broadband Spin-Off).

f. Assignee acknowledges and agrees that, as of the time of the Broadband Spin-Off, those persons serving on the Board of Directors of Charter as Investor Directors will become and be Investor Directors of Assignee.

5. *Amendments to Stockholders Agreement.*

a. Effective as of the date hereof, the parties agree that subparagraph (i) of Section 2.1 of the Stockholders Agreement is amended and restated to read as follows:

“In any matter submitted to a vote of shareholders not subject to Section 2.1(g) or 2.1(h), the Investor may vote any or all of its Voting Securities in its sole discretion, subject to applicable Law.”

b. Effective upon the completion of the Broadband Spin-Off (and subject to the consummation of the Broadband Spin-Off), Section 6.5 of the Stockholders Agreement is hereby amended and restated as follows:

Notices and Addresses. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if personally served or sent by facsimile or e-mail (provided that in the case of facsimile or e-mail, a copy of such communication is sent by express mail on or before the next business day for next day delivery); on the business day after notice is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered, return receipt requested, postage prepaid and addressed as follows:

If to the Company:

Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attention: Richard R. Dykhouse, Executive Vice President, General Counsel and
Corporate Secretary
Facsimile: Separately provided
E-Mail: Separately provided

with a copy (which shall not constitute notice) to:

Charter Communications, Inc.

12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: Thomas E. Proost (Deputy General Counsel)
Facsimile: Separately provided
E-mail: Separately provided

If to the Investor:

Liberty Broadband Corporation
c/o Liberty Media Corporation
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Richard Baer, Senior Vice President and General Counsel
Facsimile: Separately provided
E-Mail: Separately provided

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
44th Floor
New York, NY 10112
Attention: Frederick H. McGrath, Esq.
Renee L. Wilm, Esq.
Facsimile: 212-259-2503
Email: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

6. *Charter Reorganization.*

a. Each of Charter and Assignee agree that effective upon the consummation of the Charter Reorganization, (i) New Charter will be substituted for Charter for all purposes under the Stockholders Agreement, and (ii) the term "Company Common Stock", as defined and used in the Stockholders Agreement, will thereafter refer to the class or series of common stock or other securities of New Charter issued to the holders of Company Common Stock in connection with the Charter Reorganization.

b. In connection with the Charter Reorganization, Charter will (x) assign all of its rights and obligations under the Stockholders Agreement (as such agreement is in effect as of the effective date of the Charter Reorganization) to New Charter and (y) cause New Charter to assume and agree to perform all such obligations on and after the effective date of the Charter Reorganization; such assignment and assumption will be effected pursuant to an instrument to be executed by Charter, New Charter and Assignee which will become effective immediately prior to the effectiveness of the Charter Reorganization (but subject to the consummation of the Charter Reorganization) and will be in form and substance reasonably satisfactory to Charter, New Charter and Assignee. In addition, prior to the effectiveness of the Charter Reorganization, Charter will enter into, and cause New Charter to enter into, an amendment to the Stockholders

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Agreement (as amended to the date thereof) which will become effective upon the Charter Reorganization (but subject to the consummation of the Charter Reorganization) pursuant to which (i) New Charter will be substituted for Charter for all purposes under the Stockholders Agreement (as such agreement is in effect as of the effective date of the Charter Reorganization), and (ii) the term "Company Common Stock", as defined and used in the Stockholders Agreement (as such agreement is in effect as of the effective date of the Charter Reorganization), will thereafter be deemed to refer to the class or series of common stock or other securities of New Charter issued to the holders of Company Common Stock in connection with the Charter Reorganization. Such amendment, which will be in form and substance reasonably satisfactory to Charter, New Charter and Assignee, will include representations of the parties, including in the case of New Charter, representations made jointly by Charter and New Charter equivalent to those made herein by Charter, as well as a representation regarding the adoption of the resolution referred to in Section 6(c) below.

c. Prior to the effectiveness of the Charter Reorganization, Charter will cause New Charter to duly adopt a resolution in the form of Exhibit A.

7. *Miscellaneous.*

a. From and after the execution and delivery of this Amendment, the Stockholders Agreement shall be deemed to be amended and modified as herein provided, and except as so amended and modified, the Stockholders Agreement shall continue in full force and effect and is hereby ratified and confirmed. For the avoidance of doubt, this Amendment does not, and any amendment referred to in Section 6 hereof will not, change any period of time specified in the Stockholders Agreement as originally executed.

b. This Amendment may be amended, modified and supplemented, and any of the provisions contained herein may be waived, only by a written instrument signed by the parties hereto or their successors and permitted assigns; provided, however, that following the Broadband Spin-Off, Liberty's execution of such amendment, modification or supplement will not be required for the effectiveness thereof, except to the extent such amendment, modification or supplement would have, or would reasonably be expected to have, an adverse effect upon Liberty.

c. Neither this Amendment nor any of the rights, interests or obligations under this Amendment will be assigned, in whole or in part, by any party hereto without the prior written consent of the other parties hereto; provided, however, that following the Broadband Spin-Off, (i) Liberty's consent will not be required for such assignment, except to the extent such assignment would have, or would reasonably be expected to have, an adverse effect upon Liberty and (ii) no such consent of Charter will be required in connection with any subsequent Distribution Transaction involving a Qualified Distribution Transferee which is effected in accordance with Section 3.4 of the Stockholders Agreement (as amended hereby). Any purported assignment without such prior written consent will be void. Subject to the preceding sentences, this Amendment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. This Amendment shall not confer any rights or remedies upon any Person other than the parties to this Amendment and their respective successors and permitted assigns.

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d. This Amendment sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior representations, agreements and understandings, written or oral, of any and every nature among them, other than as set forth in the Stockholders Agreement (subject to Section 6(a)) and the Charter Letter.

e. This Amendment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

f. The headings in this Amendment are for convenience of reference only and shall not constitute a part of this Amendment, nor shall they affect its meaning, construction or effect.

g. This Amendment may be executed via facsimile or pdf and in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers and made effective as of the day and year first above written.

LIBERTY BROADBAND CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

LIBERTY MEDIA CORPORATION

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Vice President

CHARTER COMMUNICATIONS, INC.

By: /s/ Richard R. Dykhouse
Name: Richard R. Dykhouse
Title: Executive Vice President, General
Counsel and Corporate Secretary

[Signature Page to Amendment to Stockholders Agreement]

List of Omitted Exhibits

The following exhibit to the Amendment to Stockholders Agreement, dated as of September 29, 2014, by and among Charter Communications, Inc., Liberty Media Corporation and Liberty Broadband Corporation has not been provided herein:

Exhibit A: Form of DGCL Section 203 Waiver Resolution

The Registrant hereby undertakes to furnish supplementally a copy of the omitted exhibit to the Securities and Exchange Commission upon request.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of October 2, 2014 (this "Assignment"), is by and among Comcast Corporation, a Pennsylvania corporation ("Cobra"), Liberty Media Corporation, a Delaware corporation (the "Assignor"), and Liberty Broadband Corporation, a Delaware corporation (the "Assignee"). Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Voting Agreement (as defined below).

RECITALS

WHEREAS, Cobra and Assignor are parties to that certain Voting Agreement, dated as of April 25, 2014 (the "Voting Agreement");

WHEREAS, Assignee is a wholly owned subsidiary of Assignor as of the date hereof;

WHEREAS, Assignor has determined to engage in a transaction whereby all Cheetah Stock and Warrants beneficially owned by Assignor, together with certain other assets, will be contributed to Assignee (or a subsidiary of Assignee) and then all of the capital stock of Assignee will be distributed by means of a pro-rata dividend (the "Broadband Spin-Off") to the holders of Assignor's Series A common stock, Series B common stock and Series C common stock; and

WHEREAS, in accordance with Section 5.01 of the Voting Agreement, the parties desire to effect the assignment by Assignor and the assumption by Assignee of Assignor's rights, benefits and obligations under the Voting Agreement in connection with the Broadband Spin-Off.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment and Assumption. Effective immediately prior to the Broadband Spin-Off (but subject to the consummation of the Broadband Spin-Off):

- a. Subject to Section 2 below, Assignor assigns all of its rights, benefits and obligations under the Voting Agreement to Assignee; and
- b. Assignee accepts such assignment of rights and benefits hereof and assumes and agrees to perform all obligations of Assignor under the Voting Agreement to be performed following the effective time of the Broadband Spin-Off.

Section 2. Acknowledgement. The parties hereby acknowledge and agree that, upon the effectiveness of the Broadband Spin-Off:

- a. Assignee shall be substituted for Assignor as the "Stockholder" under the Voting Agreement for all purposes thereunder and the term "Stockholder" as used in the Voting Agreement will thereafter be deemed to refer to Assignee; *provided that*, Assignor shall remain subject to, and bound by, Section 5.03 of the Voting Agreement as the "Stockholder" thereunder and the term "Stockholder" as used in Section 5.03 of the Voting Agreement will be deemed to refer to each of Assignor and Assignee (and references to the "Stockholder" in the definition of the term "Related Entity" in Section 3.06 of the Voting Agreement, as such term "Related Entity" is used in Section 5.03 of the Voting Agreement, shall be deemed to refer to each of Assignor (to the extent the term "Stockholder" as used in Section 5.03 of the Voting Agreement refers to Assignor) and Assignee (to the extent the term "Stockholder" as used in Section 5.03 of the Voting Agreement refers to Assignee)); *provided further that*, nothing herein shall release Assignor from any liability for breach of any provision of the Voting Agreement occurring prior to consummation of the Broadband Spin-Off; and

- b. Notice to the "Stockholder" in Section 7.02 of the Voting Agreement shall be made to:

if to Liberty Media Corporation, to:

Liberty Media Corporation
12300 Liberty Boulevard
Englewood, CO 80112

Attention: Richard N. Baer, Senior Vice President
and General Counsel
Pamela L. Coe, Senior Vice President,
Deputy General Counsel and Secretary

Facsimile No.: Separately provided

Email: Separately provided

with a copy (which shall not constitute notice) to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112

Attention: Frederick H. McGrath
Renee L. Wilm

Facsimile No.: (212) 259-2530

Email: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

if to Liberty Broadband Corporation, to:

Liberty Broadband Corporation
c/o Liberty Media Corporation
12300 Liberty Boulevard
Englewood, CO 80112

Attention: Richard N. Baer, Senior Vice President
and General Counsel
Pamela L. Coe, Senior Vice President,
Deputy General Counsel and Secretary

Facsimile No.: Separately provided

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Renee L. Wilm

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Email: frederick.mcgrath@bakerbotts.com
renee.wilm@bakerbotts.com

Section 3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 4. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment will become effective when each party will have received a counterpart hereof signed by each other party. Until and unless each party has received a counterpart hereof signed by each other party, this Assignment will have no effect and no party will have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Electronic or facsimile signatures shall be deemed to be original signatures.

Section 5. Exclusive Jurisdiction. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby (whether brought by any party or any of its affiliates or against any party or any of its affiliates) will be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the

venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 7.02 of the Voting Agreement shall be deemed effective service of process on such party.

Section 6. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

COMCAST CORPORATION

By: /s/ Robert S. Pick

Name: Robert S. Pick

Title: Senior Vice President

LIBERTY MEDIA CORPORATION

By: /s/ Richard N. Baer

Name: Richard N. Baer

Title: Senior Vice President and General Counsel

LIBERTY BROADBAND CORPORATION

By: /s/ Richard N. Baer

Name: Richard N. Baer

Title: Senior Vice President and General Counsel

[Signature Page to Assignment and Assumption of Voting Agreement]
