SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): August 24, 2026

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

Delaware
(State or other jurisdiction of incorporation or organization)

(Commission File Number)	(I.R.S. Employer Identification Number)
001-33664	84-1496755
001-37789	86-1067239
333-112593-01	20-0257904

400 Washington Blvd.
Stamford, Connecticut 06902
(Address of principal executive offices including zip code)

(203) 905-7801
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b- 2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Final Settlement of Exchange Offers

As previously announced, on August 12, 2026 (the "Early Settlement Date"), Charter Communications Operating, LLC ("CCO"), Charter Communications Operating Capital Corp. (together with CCO, the "Issuers"), and Time Warner Cable, LLC ("TWC"), as applicable, completed the early settlement of their previously announced (a) private offer to exchange (the "Pool 1 Offer") the outstanding (i) 3.500% Senior Secured Notes due 2042, (ii) 3.500% Senior Secured Notes due 2041, (iii) 4.500% Senior Debentures due 2042, (iv) 5.375% Senior Secured Notes due 2047, (v) 2.300% Senior Secured Notes due 2032, (vi) 2.800% Senior Secured Notes due 2031 and (vii) 2.250% Senior Secured Notes due 2029, issued by the Issuers or TWC, as applicable, for a combination of cash consideration and up to $2,000,000,000 in aggregate principal amount of a new series of 7.087% Senior Secured Notes due 2038 (the "2038 Notes") to be issued by the Issuers with registration rights and (b) private offer to exchange (the "Pool 2 Offer" and, together with the Pool 1 Offer, the "Exchange Offers") the outstanding (i) 3.700% Senior Secured Notes due 2051, (ii) 3.900% Senior Secured Notes due 2052, (iii) 4.800% Senior Secured Notes due 2050, (iv) 5.125% Senior Secured Notes due 2049 and (v) 5.250% Senior Secured Notes due 2053, issued by the Issuers for a combination of cash consideration and up to $2,000,000,000 in aggregate principal amount of a new series of 7.337% Senior Secured Notes due 2041 (the "2041 Notes") to be issued by the Issuers with registration rights. On the Early Settlement Date, the Issuers issued (i) $1,686,285,000 in aggregate principal amount of 2038 Notes (the "Existing 2038 Notes") in exchange for $2,664,699,000 in aggregate principal amount of Pool 1 Notes that were validly tendered (not validly withdrawn) on or before the early tender deadline of 5:00 p.m., New York City time, on August 5, 2026 (the "Early Tender Date") and accepted for exchange pursuant to the Pool 1 Offer and (ii) $1,627,538,000 in aggregate principal amount of 2041 Notes (the "Existing 2041 Notes" and, together with the Existing 2038 Notes, the "Existing Notes") in exchange for $2,689,366,000 in aggregate principal amount of Pool 2 Notes that were validly tendered (not validly withdrawn) on or before the Early Tender Date and accepted for exchange pursuant to the Pool 2 Offer.

The Exchange Offers expired at 5:00 p.m., New York City time, on August 20, 2026 (the "Expiration Date"). On August 24, 2026 (the "Final Settlement Date"), the Issuers issued (i) an additional $55,928,000 in aggregate principal amount of 2038 Notes (the "Additional 2038 Notes") in exchange for an additional $84,390,000 in aggregate principal amount of Pool 1 Notes that were validly tendered (not validly withdrawn) after the Early Tender Date but on or before the Expiration Date, and accepted for exchange pursuant to the Pool 1 Offer and (ii) an additional $35,750,000 in aggregate principal amount of 2041 Notes (the "Additional 2041 Notes" and, together with the Additional 2038 Notes, the "Additional Notes" and, together with the Existing Notes, the "Notes") in exchange for an additional $60,634,000 in aggregate principal amount of Pool 2 Notes that were validly tendered (not validly withdrawn) after the Early Tender Date but on or before the Expiration Date, and accepted for exchange pursuant to the Pool 2 Offer. Each series of Additional Notes is a further issuance of, and is in addition to, the applicable series of Existing Notes. The Additional 2038 Notes are fungible with the Existing 2038 Notes and trade under the same CUSIP numbers as the Existing 2038 Notes, and the Additional 2041 Notes are fungible with the Existing 2041 Notes and trade under the same CUSIP numbers as the Existing 2041 Notes.

In connection therewith, the Issuers entered into the below agreement.

Secured Notes Indenture

On the Final Settlement Date, the Issuers, CCO Holdings, LLC (the "Parent Guarantor") and the Subsidiary Guarantors entered into a supplemental indenture with the Trustee and Collateral Agent in connection with the issuance of the Additional Notes and the terms thereof (the "Twenty-Ninth Supplemental Indenture"). The Twenty-Ninth Supplemental Indenture supplements a base indenture entered into on July 23, 2015, by and among the Issuers, CCO Safari II, LLC, the Trustee and the Collateral Agent (the "Base Indenture"), as supplemented by that certain Twenty-Seventh Supplemental Indenture, dated as of August 12, 2026, by and among the Issuers, the guarantors party thereto, the Trustee and the Collateral Agent (the "Twenty-Seventh Supplemental Indenture" and together with the Base Indenture and the Twenty-Ninth Supplemental Indenture, the "Indenture"), providing for the issuance of senior secured notes of the Issuers generally.

The Indenture provides, among other things, that interest is payable on the Additional 2038 Notes on each March 1 and September 1, commencing March 1, 2027. Interest is payable on the Additional 2041 Notes on each March 1 and September 1, commencing March 1, 2027. At any time and from time to time prior to June 1, 2038, the Issuers may redeem the outstanding Additional 2038 Notes in whole or in part at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest on the principal amount being redeemed to, but not including, the redemption date, plus a make-whole premium. On or after June 1, 2038, the Issuers may redeem some or all of the outstanding Additional 2038 Notes at a redemption price equal to 100% of the principal amount of the Additional 2038 Notes to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed to, but not including, the redemption date. At any time and from time to time prior to June 1, 2041, the Issuers may redeem the outstanding Additional 2041 Notes in whole or in part at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest on the principal amount being redeemed to, but not including, the redemption date, plus a make-whole premium. On or after June 1, 2041, the Issuers may redeem some or all of the outstanding Additional 2041 Notes at a redemption price equal to 100% of the principal amount of the Additional 2041 Notes to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed to, but not including, the redemption date. The Notes are senior secured obligations of the Issuers. The Notes are guaranteed on a senior secured basis by the Parent Guarantor and all of the subsidiaries of the Issuers that guarantee the obligations of CCO under its credit agreement (collectively, the "Guarantors"). The Notes and the guarantees are secured by a *pari passu*, first priority security interest, subject to certain permitted liens, in the Issuers' and the Guarantors' assets that secure obligations under the credit agreement.

The terms of the Indenture, among other things, limit the ability of the Issuers to grant liens, sell all or substantially all of their assets or merge or consolidate with other entities.

The Indenture provides for customary events of default which include (subject in certain cases to customary grace and cure periods), among others, nonpayment of principal or interest; breach of other covenants or agreements in the Indenture; failure of certain guarantees to be enforceable; cessation of a material portion of the collateral subject to liens or disaffirmation of obligations under the security documents establishing the security interest in the collateral securing the Notes; and certain events of bankruptcy or insolvency. Generally, if an event of default occurs, the Trustee or the holders of at least 30% in aggregate principal amount of the then outstanding Notes of a series may declare all the Notes of such series to be due and payable immediately.

For a complete description of the Indenture and the Additional Notes, please refer to copies of the Twenty-Ninth Supplemental Indenture filed herewith as Exhibit 4.3 hereto, the Base Indenture, which was filed as Exhibit 4.1 to Charter Communications, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on July 27, 2015, and the Twenty-Seventh Supplemental Indenture, the form of the 2038 Notes and the form of the 2041 Notes, which were filed as Exhibits 4.2, 4.3 and 4.4, respectively, to Charter Communications, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on August 12, 2026. The foregoing descriptions of the Indenture and the Additional Notes do not purport to be complete and are qualified in their entirety by reference to the full text of those documents. Defined terms used in this Item 1.01 but not otherwise defined herein shall have the meanings ascribed to such terms in the Base Indenture.

ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

The information under the heading "Secured Notes Indenture" in Item 1.01 above is incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit Number	Description
4.1*	Indenture, dated as of July 23, 2015, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp. and CCO Safari II, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Charter Communications, Inc. on July 27, 2015).
4.2*	Twenty-Seventh Supplemental Indenture, dated as of August 12, 2026, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., as issuers, CCO Holdings, LLC, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 12, 2026).
4.3	Twenty-Ninth Supplemental Indenture, dated as of August 24, 2026, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., as issuers, CCO Holdings, LLC, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.
4.4*	Form of 7.087% Senior Secured Notes due 2038 (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 12, 2026).
4.5*	Form of 7.337% Senior Secured Notes due 2041 (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by Charter Communications, Inc. on August 12, 2026).
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

* Incorporated by reference and not filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, each of Charter Communications, Inc., CCO Holdings, LLC and CCO Holdings Capital Corp. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS, INC.,
Registrant

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

Date: August 24, 2026

CCO HOLDINGS, LLC,
Registrant

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

Date: August 24, 2026

CCO HOLDINGS CAPITAL CORP.,
Registrant

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

Date: August 24, 2026

Exhibit 4.3

CHARTER COMMUNICATIONS OPERATING, LLC

and

CHARTER COMMUNICATIONS OPERATING CAPITAL CORP.,

as Issuers,

CCO HOLDINGS, LLC

and

THE SUBSIDIARY GUARANTORS PARTY HERETO,

as Note Guarantors,

and

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

as Trustee and Collateral Agent

TWENTY-NINTH SUPPLEMENTAL INDENTURE

Dated as of August 24, 2026

7.087% Senior Secured Notes due 2038
7.337% Senior Secured Notes due 2041

TWENTY-NINTH SUPPLEMENTAL INDENTURE dated as of August 24, 2026 (the "*Supplemental Indenture*") among Charter Communications Operating, LLC, a Delaware limited liability company (and any successor Person thereto, "*CCO*"), Charter Communications Operating Capital Corp., a Delaware corporation ("*Capital Corp*" and, together with CCO, the "*Issuers*"), CCO Holdings, LLC, a Delaware limited liability company ("*CCO Holdings*"), the subsidiary guarantors party hereto (together with CCO Holdings, the "*Note Guarantors*") and The Bank of New York Mellon Trust Company, N.A., as trustee (together with its successors in such capacity, the "*Trustee*") and as collateral agent (together with its successors in such capacity, the "*Collateral Agent*").

WHEREAS, the Issuers, CCO Safari II, LLC, a Delaware limited liability company, the Trustee and the Collateral Agent have previously executed and delivered an Indenture, dated as of July 23, 2015 (the "*Base Indenture*", as supplemented by the Twenty-Seventh Supplemental Indenture (as defined below) and this Supplemental Indenture, the "*Indenture*"), providing for the issuance from time to time of one or more series of senior secured debt securities of the Issuers;

WHEREAS, Section 9.01 of the Base Indenture provides that the Issuers, the Note Guarantors and the Trustee may enter into a supplemental indenture to the Base Indenture to, among other things, establish the form or terms of any series of Notes (as defined in the Base Indenture) as permitted by Section 9.01 of the Base Indenture;

WHEREAS, the Issuers and the Note Guarantors, established the form and terms of (i) the Issuers' series of 7.087% senior secured notes due 2038 (the "*2038 Notes*") and (ii) the Issuers' series of 7.337% senior secured notes due 2041 (the "*2041 Notes*" and together with the 2038 Notes, the "*Notes*"), pursuant to the Base Indenture, as supplemented by that certain Twenty-Seventh Supplemental Indenture, dated as of August 12, 2026 (the "*Twenty-Seventh Supplemental Indenture*") among the Issuers, CCO Holdings, the Note Guarantors, the Trustee and the Collateral Agent;

WHEREAS, pursuant to the Base Indenture, as supplemented by the Twenty-Seventh Supplemental Indenture, the Issuers initially issued $1,686,285,000 aggregate principal amount of 2038 Notes (the "*Initial 2038 Notes*") and $1,627,538,000 aggregate principal amount of 2041 Notes (the "*Initial 2041 Notes*" and, together with the Initial 2038 Notes, the "*Initial Notes*") on August 12, 2026;

WHEREAS, Section 2.01(a) of the Indenture provides that Additional Notes may be issued from time to time in accordance with the provisions of the Indenture by the Issuers without notice to or consent of the Holders and shall be consolidated with and form a single class with the Initial Notes;

WHEREAS, the Issuers and the Note Guarantors desire to execute and deliver this Supplemental Indenture for the purpose of issuing an additional $55,928,000 aggregate principal amount of 2038 Notes (the "*Additional 2038 Notes*") and an additional $35,750,000 aggregate principal amount of 2041 Notes (the "*Additional 2041 Notes*" and, together with the Additional 2038 Notes, the "*Additional Notes*"), as provided in the Indenture and having the same terms and CUSIP number as the Initial Notes in the forms of Exhibit A-1 or Exhibit A-2, as applicable, to the Twenty-Seventh Supplemental Indenture;

WHEREAS, Section 9.01(14) of the Indenture provides that the Issuers, the Note Guarantors and the Trustee may enter into a supplemental indenture to the Base Indenture to, among other things, provide for or confirm the issuance of Additional Notes; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make it a valid and binding obligation of the Issuers and the Note Guarantors have been satisfied or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, in order to issue the Additional Notes, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes, as follows:

(1) CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

(2) ADDITIONAL NOTES. As of the date hereof, the Additional Notes are hereby created under, and shall be governed by, the Indenture, which Additional Notes constitute Additional Notes issued pursuant to Section 2.01(a) of the Indenture, having the same terms as the applicable series of Initial Notes. The aggregate principal amount of Additional 2038 Notes that the Issuers are authorized to issue and deliver pursuant to this Supplemental Indenture is $55,928,000. The aggregate principal amount of Additional 2041 Notes that the Issuers are authorized to issue and deliver pursuant to this Supplemental Indenture is $35,750,000. Interest on the Additional 2038 Notes shall accrue from August 12, 2026 and the first Interest Payment Date shall be March 1, 2027. Interest on the Additional 2041 Notes shall accrue from August 12, 2026 and the first Interest Payment Date shall be March 1, 2027. The Additional 2038 Notes shall be issued as Global Notes under the Indenture pursuant to Rule 144A and/or Regulation S and shall bear CUSIP Number 161175 CU6 and/or U16109 BD8, as applicable, through the Schedule of Increases or Decreases in the Global Notes. The Additional 2041 Notes shall be issued as Global Notes under the Indenture pursuant to Rule 144A and/or Regulation S and shall bear CUSIP Number 161175 CV4 and/or U16109 BE6, as applicable, through the Schedule of Increases or Decreases in the Global Notes. The Additional Notes shall be consolidated with and form a single class with the Initial Notes.

(3) GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE AND THE ADDITIONAL NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

(4) COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(5) EFFECT OF HEADINGS. The headings of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

(6) THE TRUSTEE AND COLLATERAL AGENT. The Trustee and the Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuers and the Note Guarantors.

(7) RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly supplemented and amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following page]

Dated as of August 24, 2026

CHARTER COMMUNICATIONS OPERATING, LLC, as an Issuer

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

CHARTER COMMUNICATIONS OPERATING CAPITAL CORP., as an Issuer

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

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

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

[Signature Page to the Supplemental Indenture]

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

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

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

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

[Signature Page to the Supplemental Indenture]

SCHEDULE I

Note Guarantors

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