

CHARTER COMMUNICATIONS, INC. /MO/

Form POSASR

August 13, 2018

As filed with the Securities and Exchange Commission on August 13, 2018

**Registration Nos.: 333-222241,
333-222241-01 to 333-222241-39,
333-222241-41 to 333-222241-83,
333-222241-85 to 333-222241-98,
333-222241-100 to 333-222241-122,
333-222241-124 to 333-222241-169,
333-222241-171,
333-222241-173 to 333-222241-233,
333-222241-235 to 333-222241-245**

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Post-Effective Amendment No. 1

to

Form S-3

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Charter Communications, Inc.

Charter Communications Operating, LLC

Charter Communications Operating Capital Corp.

CCO Holdings, LLC

CCO Holdings Capital Corp.*

(Exact name of registrants as specified in their charters)

| | | |
|---|-------------------------------------|-------------------------------|
| Delaware | 4841 | 84-1496755 |
| Delaware | 4841 | 43-1843260 |
| Delaware | 4841 | 20-1044453 |
| Delaware | 4841 | 86-1067239 |
| Delaware | 4841 | 20-0257904 |
| (State or other jurisdiction of | (Primary Standard Industrial | (I.R.S. Employer |
| incorporation or organization) | Classification Code Number) | Identification Number) |
| | 400 Atlantic Street | |
| | Stamford, Connecticut 06901 | |
| | (203) 905-7801 | |
| (Address, including zip code, and telephone number, including area code, of registrants principal executive offices) | | |

Richard R. Dykhouse

Executive Vice President, General Counsel and

Corporate Secretary

400 Atlantic Street

Stamford, Connecticut 06901

(203) 905-7801

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Christian O. Nagler

Kirkland & Ellis LLP

601 Lexington Avenue

New York, New York 10022-4611

(212) 446-4800

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

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

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

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box.

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

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

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

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Emerging growth company

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

CALCULATION OF REGISTRATION FEE

| Title of Each Class of Securities to be Registered | Amount to be Registered(1) | Proposed Maximum Offering Price Per Unit(1) | Proposed Maximum Aggregate Offering Price (1) | Amount of Registration Fee(1)(2)(3)(4)(5) |
|--|----------------------------|---|---|---|
| CHARTER COMMUNICATIONS OPERATING, LLC AND CHARTER COMMUNICATIONS OPERATING CAPITAL CORP. | | | | |
| Debt Securities | | | | |
| Guarantees of Debt Securities of CCO Holdings, LLC and CCO Holdings Capital Corp. and/or Charter Communications, Inc.(2) | | | | |
| CCO HOLDINGS, LLC AND CCO HOLDINGS CAPITAL CORP. | | | | |
| Debt Securities | | | | |
| Guarantees of Debt Securities of Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. and/or Charter Communications, Inc.(3) | | | | |
| CHARTER COMMUNICATIONS, INC. | | | | |
| Debt Securities | | | | |

Guarantees of Debt Securities of Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. and/or CCO Holdings, LLC and CCO Holdings Capital Corp.(4)

ADDITIONAL REGISTRANT GUARANTORS

Guarantees of Debt Securities of Charter Communications Operating, LLC and Charter Communications Operating Capital Corp., CCO Holdings, LLC and CCO Holdings Capital Corp. and/or Charter Communications, Inc.(5)

- (1) An unspecified aggregate initial offering price or number of the securities of each identified class is being registered as may from time to time be at unspecified prices. In accordance with Rules 456(b) and 457(r), the Registrants are deferring payment of all the registration fee.
- (2) Charter Communications Operating, LLC and/or Charter Communications Operating Capital Corp. may provide a guarantee of the payment of principal and interest on the Debt Securities issued by CCO Holdings, LLC and CCO Holdings Capital Corp. or the Debt securities issued by Charter Communications, Inc. Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for such guarantees.
- (3) CCO Holdings, LLC and/or CCO Holdings Capital Corp. may provide a guarantee of the payment of principal and interest on the Debt Securities issued by Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. or the Debt securities issued by Charter Communications, Inc. Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for such guarantees.
- (4) Charter Communications, Inc. may provide a guarantee of the payment of principal and interest on the Debt Securities issued by Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. or the Debt securities issued by CCO Holdings, LLC and CCO Holdings Capital Corp. Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for such guarantees.
- (5) The subsidiaries of Charter Communications Operating, LLC named below under Table of Additional Registrant Guarantors may provide a guarantee of the payment of principal and interest on the Debt Securities issued by Charter Communications Operating, LLC and Charter Communications Operating Capital Corp, the Debt securities issued by CCO Holdings, LLC and CCO Holdings Capital Corp. or the Debt Securities issued by Charter Communications, Inc. Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for such guarantees.

TABLE OF ADDITIONAL REGISTRANT GUARANTORS

The following subsidiaries of Charter Communications Operating, LLC may guarantee the Debt Securities issued hereunder and are additional Registrant Guarantors under this registration statement. The address, including zip code, and telephone number, including area code, for each of the additional Registrant Guarantors is c/o Charter Communications Operating, LLC, 400 Atlantic Street, Stamford, Connecticut 06901, (203) 905-7801. The primary standard industrial classification number for each of these additional Registrant Guarantors is 4841.

| Exact Name of Additional Registrant Guarantor as Specified in Its Charter | Jurisdiction of Incorporation or Organization | I.R.S. Employer Identification Number |
|--|--|--|
| AdCast North Carolina Cable Advertising, LLC | Delaware | 06-1611033 |
| Alabanza LLC | Delaware | 26-0665775 |
| America's Job Exchange LLC | Delaware | 14-1850188 |
| Athens Cablevision, LLC | Delaware | 38-2725702 |
| BHN Spectrum Investments, LLC | Delaware | 20-8141882 |
| Bresnan Broadband Holdings, LLC | Delaware | 13-4119839 |
| Bresnan Broadband of Colorado, LLC | Colorado | 35-2403834 |
| Bresnan Broadband of Montana, LLC | Montana | 32-0334681 |
| Bresnan Broadband of Utah, LLC | Utah | 30-0667318 |
| Bresnan Broadband of Wyoming, LLC | Wyoming | 61-1642737 |
| Bresnan Communications, LLC | Delaware | 90-0664229 |
| Bresnan Digital Services, LLC | Delaware | 38-3833973 |
| Bresnan Microwave of Montana, LLC | Delaware | 36-4691716 |
| Bright House Networks Information Services (Alabama), LLC | Delaware | 20-1544201 |
| Bright House Networks Information Services (California), LLC | Delaware | 20-1544390 |
| Bright House Networks Information Services (Florida), LLC | Delaware | 59-3758339 |
| Bright House Networks Information Services (Indiana), LLC | Delaware | 20-1544486 |
| Bright House Networks Information Services (Michigan), LLC | Delaware | 20-1544302 |
| Bright House Networks, LLC | Delaware | 02-0636401 |
| Cable Equities Colorado, LLC | Delaware | 84-1000716 |
| Cable Equities of Colorado Management LLC | Delaware | 84-1004751 |
| CC 10, LLC | Delaware | 11-3546155 |
| CC Fiberlink, LLC | Delaware | 43-1928509 |
| CC Michigan, LLC | Delaware | 13-4029981 |
| CC Systems, LLC | Delaware | 43-1925731 |
| CC V Holdings, LLC | Delaware | 13-4029965 |
| CC VI Fiberlink, LLC | Delaware | 20-0310684 |
| CC VI Operating Company, LLC | Delaware | 43-1864760 |
| CC VII Fiberlink, LLC | Delaware | 20-0310704 |
| CC VIII Fiberlink, LLC | Delaware | 20-0310844 |
| CC VIII Holdings, LLC | Delaware | 38-2558446 |
| CC VIII Operating, LLC | Delaware | 38-2558446 |
| CC VIII, LLC | Delaware | 13-4081498 |
| CCO Fiberlink, LLC | Delaware | 20-0310854 |
| CCO Holdco Transfers VII, LLC | Delaware | 47-0970548 |
| CCO NR Holdings, LLC | Delaware | 86-1067241 |
| CCO SoCal I, LLC | Delaware | 80-0732570 |

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|-------------------------------------|----------|------------|
| CCO SoCal II, LLC | Delaware | 90-0732400 |
| CCO SoCal Vehicles, LLC | Delaware | 45-2868853 |
| CCO Transfers, LLC | Delaware | 47-0970631 |
| Charter Advanced Services (AL), LLC | Delaware | 32-0400319 |
| Charter Advanced Services (CA), LLC | Delaware | 80-0890397 |
| Charter Advanced Services (CO), LLC | Delaware | 32-0415082 |

| Exact Name of Additional Registrant Guarantor as Specified in Its Charter | Jurisdiction of Incorporation or Organization | I.R.S. Employer Identification Number |
|--|--|--|
| Charter Advanced Services (CT), LLC | Delaware | 80-0890773 |
| Charter Advanced Services (GA), LLC | Delaware | 38-3897585 |
| Charter Advanced Services (IL), LLC | Delaware | 46-1988793 |
| Charter Advanced Services (IN), LLC | Delaware | 47-1023144 |
| Charter Advanced Services (KY), LLC | Delaware | 47-1034561 |
| Charter Advanced Services (LA), LLC | Delaware | 90-0932382 |
| Charter Advanced Services (MA), LLC | Delaware | 30-0762559 |
| Charter Advanced Services (MD), LLC | Delaware | 81-1622833 |
| Charter Advanced Services (MI), LLC | Delaware | 38-3897532 |
| Charter Advanced Services (MN), LLC | Delaware | 32-0400643 |
| Charter Advanced Services (MO), LLC | Delaware | 32-0400433 |
| Charter Advanced Services (MS), LLC | Delaware | 61-1722677 |
| Charter Advanced Services (MT), LLC | Delaware | 32-0414720 |
| Charter Advanced Services (NC), LLC | Delaware | 80-0891281 |
| Charter Advanced Services (NE), LLC | Delaware | 90-0932594 |
| Charter Advanced Services (NH), LLC | Delaware | 30-0763042 |
| Charter Advanced Services (NV), LLC | Delaware | 30-0762819 |
| Charter Advanced Services (NY), LLC | Delaware | 36-4752850 |
| Charter Advanced Services (OH), LLC | Delaware | 47-1022897 |
| Charter Advanced Services (OR), LLC | Delaware | 61-1704031 |
| Charter Advanced Services (PA), LLC | Delaware | 47-1022857 |
| Charter Advanced Services (SC), LLC | Delaware | 46-1943109 |
| Charter Advanced Services (TN), LLC | Delaware | 80-0890880 |
| Charter Advanced Services (TX), LLC | Delaware | 46-1943601 |
| Charter Advanced Services (UT), LLC | Delaware | 46-3166882 |
| Charter Advanced Services (VA), LLC | Delaware | 90-0933316 |
| Charter Advanced Services (VT), LLC | Delaware | 90-0932933 |
| Charter Advanced Services (WA), LLC | Delaware | 80-0891340 |
| Charter Advanced Services (WI), LLC | Delaware | 46-1943751 |
| Charter Advanced Services (WV), LLC | Delaware | 47-1034638 |
| Charter Advanced Services (WY), LLC | Delaware | 38-3911344 |
| Charter Advanced Services VIII (MI), LLC | Delaware | 35-2466192 |
| Charter Advanced Services VIII (MN), LLC | Delaware | 90-0932548 |
| Charter Advanced Services VIII (WI), LLC | Delaware | 46-1943928 |
| Charter Advertising of Saint Louis, LLC | Delaware | 43-1475682 |
| Charter Cable Operating Company, LLC | Delaware | 75-2775557 |
| Charter Cable Partners, LLC | Delaware | 75-2775562 |
| Charter Communications Entertainment I, LLC | Delaware | 43-1720016 |
| Charter Communications Entertainment, LLC | Delaware | 43-1723475 |
| Charter Communications Properties LLC | Delaware | 43-1792671 |
| Charter Communications Ventures, LLC | Delaware | 43-1901566 |
| Charter Communications VI, L.L.C. | Delaware | 43-1854208 |
| Charter Communications VII, LLC | Delaware | 43-1867193 |
| Charter Communications, LLC | Delaware | 43-1659860 |
| Charter Distribution, LLC | Delaware | 74-3089287 |
| Charter Fiberlink Alabama, LLC | Delaware | 20-0193389 |
| Charter Fiberlink Georgia, LLC | Delaware | 20-0193674 |

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| Charter Fiberlink | Illinois, LLC | Delaware | 43-1943035 |
| Charter Fiberlink | Maryland II, LLC | Delaware | 81-2255084 |
| Charter Fiberlink | Michigan, LLC | Delaware | 43-1875389 |
| Charter Fiberlink | Missouri, LLC | Delaware | 43-1928511 |

| Exact Name of Additional Registrant Guarantor as Specified in Its Charter | Jurisdiction of Incorporation or Organization | I.R.S. Employer Identification Number |
|--|--|--|
| Charter Fiberlink Nebraska, LLC | Delaware | 81-0547765 |
| Charter Fiberlink Pennsylvania, LLC | Delaware | 20-0258623 |
| Charter Fiberlink Tennessee, LLC | Delaware | 20-0193707 |
| Charter Fiberlink AR-CCVII, LLC | Delaware | 20-0709081 |
| Charter Fiberlink CA-CCO, LLC | Delaware | 43-1943040 |
| Charter Fiberlink CC VIII, LLC | Delaware | 43-1793439 |
| Charter Fiberlink CCO, LLC | Delaware | 43-1876029 |
| Charter Fiberlink CT-CCO, LLC | Delaware | 20-0339366 |
| Charter Fiberlink LA-CCO, LLC | Delaware | 20-0709283 |
| Charter Fiberlink MA-CCO, LLC | Delaware | 20-0258357 |
| Charter Fiberlink MS-CCVI, LLC | Delaware | 20-0709405 |
| Charter Fiberlink NC-CCO, LLC | Delaware | 20-0258604 |
| Charter Fiberlink NH-CCO, LLC | Delaware | 20-0709514 |
| Charter Fiberlink NV-CCVII, LLC | Delaware | 20-0474139 |
| Charter Fiberlink NY-CCO, LLC | Delaware | 20-0426827 |
| Charter Fiberlink OH-CCO, LLC | Delaware | 20-0709711 |
| Charter Fiberlink OR-CCVII, LLC | Delaware | 20-0474232 |
| Charter Fiberlink SC-CCO, LLC | Delaware | 43-1943037 |
| Charter Fiberlink TX-CCO, LLC | Delaware | 43-1943038 |
| Charter Fiberlink VA-CCO, LLC | Delaware | 20-0709822 |
| Charter Fiberlink VT-CCO, LLC | Delaware | 20-0258644 |
| Charter Fiberlink WA-CCVII, LLC | Delaware | 20-0474261 |
| Charter Helicon, LLC | Delaware | 43-1855018 |
| Charter Leasing Holding Company, LLC | Delaware | 47-4669203 |
| Charter Leasing of Wisconsin, LLC | Delaware | 47-4657690 |
| Charter Stores FCN, LLC | Delaware | 03-0475570 |
| Charter Video Electronics, LLC | Delaware | 39-1029927 |
| DukeNet Communications Holdings, LLC | Delaware | 27-2958210 |
| DukeNet Communications, LLC | Delaware | 27-2985707 |
| Falcon Cable Communications, LLC | Delaware | 52-2095705 |
| Falcon Cable Media, a California Limited Partnership | California | 95-4455189 |
| Falcon Cable Systems Company II, L.P. | California | 95-4582801 |
| Falcon Cablevision, a California Limited Partnership | California | 95-4455183 |
| Falcon Community Cable, L.P. | Delaware | 95-4455187 |
| Falcon Community Ventures I Limited Partnership | California | 95-4455185 |
| Falcon First Cable of the Southeast, LLC | Delaware | 95-4258089 |
| Falcon First, LLC | Delaware | 95-4258093 |
| Falcon Telecable, a California Limited Partnership | California | 95-4455179 |
| Falcon Video Communications, L.P. | Delaware | 95-4375518 |
| Helicon Partners I, L.P. | Delaware | 22-3337392 |
| Hometown T.V., LLC | Delaware | 14-1749551 |
| HPI Acquisition Co. LLC | Delaware | 22-3441341 |
| ICI Holdings, LLC | Delaware | 13-4074206 |
| Insight Blocker LLC | Delaware | 81-2564976 |
| Insight Capital LLC | Delaware | 13-4079679 |
| Insight Communications Company, L.P. | Delaware | 13-3290944 |
| Insight Communications Midwest, LLC | Delaware | 13-4013377 |

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|---|----------|------------|
| Insight Communications of Central Ohio, LLC | Delaware | 13-4017803 |
| Insight Communications of Kentucky, L.P. | Delaware | 94-3291448 |
| Insight Interactive, LLC | Delaware | 52-2200721 |
| Insight Kentucky Capital, LLC | Delaware | 13-4079233 |

| Exact Name of Additional Registrant Guarantor as Specified in Its Charter | Jurisdiction of Incorporation or Organization | I.R.S. Employer Identification Number |
|--|--|--|
| Insight Kentucky Partners I, L.P. | Delaware | 94-3291839 |
| Insight Kentucky Partners II, L.P. | Delaware | 94-3291449 |
| Insight Midwest Holdings, LLC | Delaware | 13-4147884 |
| Insight Midwest, L.P. | Delaware | 13-4079232 |
| Insight Phone of Indiana, LLC | Delaware | 30-0022765 |
| Insight Phone of Kentucky, LLC | Delaware | 30-0022773 |
| Insight Phone of Ohio, LLC | Delaware | 20-1397428 |
| Interactive Cable Services, LLC | Delaware | 01-0629142 |
| Interlink Communications Partners, LLC | Delaware | 84-1437911 |
| Intrepid Acquisition LLC | Delaware | 76-0732702 |
| Marcus Cable Associates, L.L.C. | Delaware | 75-2775560 |
| Marcus Cable of Alabama, L.L.C. | Delaware | 43-1548562 |
| Marcus Cable, LLC | Delaware | 75-2569103 |
| Midwest Cable Communications, LLC | Delaware | 41-0963108 |
| NaviSite LLC | Delaware | 52-2137343 |
| New Wisconsin Procurement LLC | Delaware | 81-2593009 |
| Oceanic Time Warner Cable LLC | Delaware | 45-4593273 |
| Peachtree Cable TV, L.P. | Delaware | None |
| Peachtree Cable TV, LLC | Delaware | 43-1943639 |
| Renaissance Media LLC | Delaware | 14-1800030 |
| Rifkin Acquisition Partners, LLC | Delaware | 84-1317714 |
| Robin Media Group, LLC | Delaware | 54-1342676 |
| Scottsboro TV Cable, LLC | Delaware | 38-2691210 |
| Spectrum Mobile, LLC | Delaware | 82-2492552 |
| Spectrum Mobile Equipment, LLC | Delaware | 82-3887201 |
| Spectrum Originals, LLC | Delaware | 82-3414467 |
| Spectrum Originals Development, LLC | Delaware | None |
| Spectrum Security, LLC | Delaware | 27-3884185 |
| The Helicon Group, L.P. | Delaware | 22-3248703 |
| Time Warner Cable Business LLC | Delaware | 35-2466312 |
| Time Warner Cable Enterprises LLC | Delaware | 45-4854395 |
| Time Warner Cable Information Services (Alabama), LLC | Delaware | 20-0639409 |
| Time Warner Cable Information Services (Arizona), LLC | Delaware | 20-4370232 |
| Time Warner Cable Information Services (California), LLC | Delaware | 20-0162970 |
| Time Warner Cable Information Services (Colorado), LLC | Delaware | 26-2375439 |
| Time Warner Cable Information Services (Hawaii), LLC | Delaware | 20-0162993 |
| Time Warner Cable Information Services (Idaho), LLC | Delaware | 20-8254896 |
| Time Warner Cable Information Services (Illinois), LLC | Delaware | 26-2375576 |
| Time Warner Cable Information Services (Indiana), LLC | Delaware | 20-1618562 |
| Time Warner Cable Information Services (Kansas), LLC | Delaware | 20-0163009 |
| Time Warner Cable Information Services (Kentucky), LLC | Delaware | 20-4370430 |
| Time Warner Cable Information Services (Maine), LLC | Delaware | 48-1296576 |
| Time Warner Cable Information Services (Massachusetts), LLC | Delaware | 20-0639517 |
| Time Warner Cable Information Services (Michigan), LLC | Delaware | 26-2376102 |
| Time Warner Cable Information Services (Missouri), LLC | Delaware | 20-0163031 |
| Time Warner Cable Information Services (Nebraska), LLC | Delaware | 20-0597251 |
| Time Warner Cable Information Services (New Hampshire), LLC | Delaware | 20-0834759 |

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| Time Warner Cable Information Services (New Jersey), LLC | Delaware | 20-0605091 |
| Time Warner Cable Information Services (New Mexico), LLC | Delaware | 20-8244978 |
| Time Warner Cable Information Services (New York), LLC | Delaware | 06-1530234 |
| Time Warner Cable Information Services (North Carolina), LLC | Delaware | 05-0563203 |

| Exact Name of Additional Registrant Guarantor as Specified in Its Charter | Jurisdiction of Incorporation or Organization | I.R.S. Employer Identification Number |
|--|--|--|
| Time Warner Cable Information Services (Ohio), LLC | Delaware | 20-0163449 |
| Time Warner Cable Information Services (Pennsylvania), LLC | Delaware | 20-0639607 |
| Time Warner Cable Information Services (South Carolina), LLC | Delaware | 20-0163480 |
| Time Warner Cable Information Services (Tennessee), LLC | Delaware | 20-0639795 |
| Time Warner Cable Information Services (Texas), LLC | Delaware | 20-0095157 |
| Time Warner Cable Information Services (Virginia), LLC | Delaware | 20-4370738 |
| Time Warner Cable Information Services (Washington), LLC | Delaware | 20-5690377 |
| Time Warner Cable Information Services (West Virginia), LLC | Delaware | 20-1620308 |
| Time Warner Cable Information Services (Wisconsin), LLC | Delaware | 20-0163685 |
| Time Warner Cable International LLC | Delaware | 32-0423657 |
| Time Warner Cable Internet Holdings III LLC | Delaware | 30-0800781 |
| Time Warner Cable Internet Holdings LLC | Delaware | 80-0845781 |
| Time Warner Cable Internet LLC | Delaware | 13-4008284 |
| Time Warner Cable, LLC | Delaware | 81-2545593 |
| Time Warner Cable Media LLC | Delaware | 27-4633156 |
| Time Warner Cable Midwest LLC | Delaware | 45-4593320 |
| Time Warner Cable New York City LLC | Delaware | 45-4593291 |
| Time Warner Cable Northeast LLC | Delaware | 45-4593341 |
| Time Warner Cable Pacific West LLC | Delaware | 45-4593361 |
| Time Warner Cable Southeast LLC | Delaware | 45-4608839 |
| Time Warner Cable Sports LLC | Delaware | 45-1560066 |
| Time Warner Cable Texas LLC | Delaware | 45-4608769 |
| TWC Administration LLC | Delaware | 90-0882471 |
| TWC Communications, LLC | Delaware | 35-2205910 |
| TWC Digital Phone LLC | Delaware | 26-0354307 |
| TWC Media Blocker LLC | Delaware | 81-2620702 |
| TWC News and Local Programming Holdco LLC | Delaware | 45-4275480 |
| TWC News and Local Programming LLC | Delaware | 45-1560311 |
| TWC Regional Sports Network I LLC | Delaware | 45-1560617 |
| TWC Regional Sports Network II LLC | Delaware | None |
| TWC SEE Holdco LLC | Delaware | 20-5421447 |
| TWC Wireless LLC | Delaware | 20-3364329 |
| TWC/Charter Dallas Cable Advertising, LLC | Delaware | 26-2980350 |
| TWC/Charter Green Bay Cable Advertising, LLC | Delaware | 20-4932897 |
| TWC/Charter Los Angeles Cable Advertising, LLC | Delaware | 26-1900064 |
| TWCIS Holdco LLC | Delaware | 27-3481972 |
| Vista Broadband Communications, LLC | Delaware | 52-2085522 |
| Wisconsin Procurement Holdco LLC | Delaware | 81-2603589 |

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Registration Statement No. 333-222241) (the "Registration Statement") is filed solely to (i) add Spectrum Mobile Equipment, LLC, a Delaware limited liability company and a wholly owned subsidiary of Charter Communications Operating, LLC ("CCO"), and Spectrum Originals Development, LLC, a Delaware limited liability company and a wholly owned subsidiary of CCO (collectively, the "New Subsidiary Guarantors"), as coreregistrants to the Registration Statement, (ii) update the information in Part II with respect to the addition of the New Subsidiary Guarantors, and (iii) file additional exhibits to the Registration Statement. No changes or additions are being made hereby to the base prospectus that already forms a part of the Registration Statement.

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

PART II**INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution.**

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

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

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

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

Item 15. Indemnification of Directors and Officers.***Delaware***

Each of Charter Communications, Inc., Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., CCO Holdings, LLC, CCO Holdings Capital Corp., AdCast North Carolina Cable Advertising, LLC, Alabanza LLC, America's Job Exchange LLC, Athens Cablevision, LLC, BHN Home Security Services, LLC, BHN Spectrum Investments, LLC, Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of Montana, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, Cable Equities of Colorado Management LLC, CC 10, LLC, CC Fiberlink, LLC, CC Michigan, LLC, CC Systems, LLC, CC V Holdings, LLC, CC VI Fiberlink, LLC, CC VI Operating Company, LLC, CC VII Fiberlink, LLC, CC VIII Fiberlink, LLC, CC VIII Holdings, LLC, CC VIII Operating, LLC, CC VIII, LLC, CCO Fiberlink, LLC, CCO Holdco Transfers VII, LLC, CCO NR Holdings, LLC, CCO SoCal I, LLC, CCO SoCal II, LLC, CCO SoCal Vehicles, LLC, CCO Transfers, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (IN), LLC, Charter Advanced Services (KY), LLC, Charter Advanced Services (LA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MD), LLC, Charter Advanced Services (MI), LLC, Charter Advanced Services (MN), LLC, Charter Advanced Services (MO), LLC, Charter Advanced Services (MS), LLC, Charter Advanced Services (MT),

LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OH), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (PA), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WV), LLC, Charter Advanced Services (WY), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Advertising of Saint Louis, LLC, Charter Cable Operating Company, LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications

Entertainment, LLC, Charter Communications Properties LLC, Charter Communications Ventures, LLC, Charter Communications VI, L.L.C., Charter Communications VII, LLC, Charter Communications, LLC, Charter Distribution, LLC, Charter Fiberlink Alabama, LLC, Charter Fiberlink Georgia, LLC, Charter Fiberlink Illinois, LLC, Charter Fiberlink Maryland II, LLC, Charter Fiberlink Michigan, LLC, Charter Fiberlink Missouri, LLC, Charter Fiberlink Nebraska, LLC, Charter Fiberlink Pennsylvania, LLC, Charter Fiberlink Tennessee, LLC, Charter Fiberlink AR-CCVII, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Helicon, LLC, Charter Home Security, LLC, Charter Leasing Holding Company, LLC, Charter Leasing of Wisconsin, LLC, Charter Stores FCN, LLC, Charter Video Electronics, LLC, DukeNet Communications Holdings, LLC, DukeNet Communications, LLC, Falcon Cable Communications, LLC, Falcon Community Cable, L.P., Falcon First Cable of the Southeast, LLC, Falcon First, LLC, Falcon Video Communications, L.P., Helicon Partners I, L.P., Hometown T.V., LLC, HPI Acquisition Co. LLC, ICI Holdings, LLC, Insight Blocker LLC, Insight Capital LLC, Insight Communications Company, L.P., Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Communications of Kentucky, L.P., Insight Interactive, LLC, Insight Kentucky Capital, LLC, Insight Kentucky Partners I, L.P., Insight Kentucky Partners II, L.P., Insight Midwest Holdings, LLC, Insight Midwest, L.P., Insight Phone of Indiana, LLC, Insight Phone of Kentucky, LLC, Insight Phone of Ohio, LLC, Interactive Cable Services, LLC, Interlink Communications Partners, LLC, Intrepid Acquisition LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Marcus Cable, LLC, Midwest Cable Communications, LLC, NaviSite LLC, New Wisconsin Procurement LLC, Oceanic Time Warner Cable LLC, Peachtree Cable TV, L.P., Peachtree Cable TV, LLC, Renaissance Media LLC, Rifkin Acquisition Partners, LLC, Robin Media Group, LLC, Scottsboro TV Cable, LLC, Spectrum Mobile, LLC, Spectrum Mobile Equipment, LLC, Spectrum Originals, LLC, Spectrum Originals Development, LLC, The Helicon Group, L.P., Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable International LLC, Time Warner Cable Internet Holdings III LLC, Time Warner Cable Internet Holdings LLC, Time Warner Cable Internet LLC, Time Warner Cable, LLC, Time Warner Cable Media LLC, Time Warner Cable Midwest LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Pacific West LLC, Time Warner Cable Southeast LLC, Time Warner Cable Sports LLC, Time Warner Cable Texas LLC, TWC Administration LLC, TWC Communications, LLC, TWC Digital Phone LLC, TWC Media Blocker LLC, TWC News and Local Programming Holdco LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC, TWC Regional Sports Network II LLC, TWC SEE Holdco LLC, TWC Wireless LLC, TWC/Charter Dallas Cable Advertising, LLC, TWC/Charter Green Bay Cable Advertising, LLC, TWC/Charter Los Angeles Cable Advertising, LLC, TWCIS

Holdco LLC, Vista Broadband Communications, LLC and Wisconsin Procurement Holdco LLC, is formed or incorporated under the laws of the State of Delaware.

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Limited Liability Companies

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

The certificates of formation of CC VIII Operating, LLC, CC VIII, LLC, Falcon First Cable of the Southeast, LLC, Falcon First, LLC and Insight Capital LLC provide for indemnification of all persons who may be indemnified under Section 18-108 of the Delaware Limited Liability Company Act to the fullest extent permitted by such section.

The limited liability company agreements of Charter Communications Operating, LLC, CCO Holdings, LLC, AdCast North Carolina Cable Advertising, LLC, Alabanza LLC, America's Job Exchange LLC, Athens Cablevision, LLC, BHN Home Security Services, LLC, BHN Spectrum Investments, LLC, Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of Montana, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, Cable Equities of Colorado Management LLC, CC 10, LLC, CC Fiberlink, LLC, CC Michigan, LLC, CC Systems, LLC, CC V Holdings, LLC, CC VI Fiberlink, LLC, CC VI Operating Company, LLC, CC VII Fiberlink, LLC, CC VIII Fiberlink, LLC, CC VIII Holdings, LLC, CC VIII Operating, LLC, CCO Fiberlink, LLC, CCO Holdco Transfers VII, LLC, CCO NR Holdings, LLC, CCO SoCal I, LLC, CCO SoCal II, LLC, CCO SoCal Vehicles, LLC, CCO Transfers, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (IN), LLC, Charter Advanced Services (KY), LLC, Charter Advanced Services (LA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MD), LLC, Charter Advanced Services (MI), LLC, Charter Advanced Services (MN), LLC, Charter Advanced Services (MO), LLC, Charter Advanced Services (MS), LLC, Charter Advanced Services (MT), LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OH), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (PA), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WV), LLC, Charter Advanced Services (WY), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Advertising of Saint Louis, LLC, Charter Cable Operating Company, LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications Entertainment, LLC, Charter Communications Properties LLC, Charter Communications Ventures, LLC, Charter Communications VI, L.L.C., Charter Communications VII, LLC, Charter Communications, LLC, Charter Distribution, LLC, Charter Fiberlink Alabama, LLC, Charter Fiberlink Georgia, LLC, Charter Fiberlink Illinois, LLC, Charter Fiberlink Maryland II, LLC, Charter Fiberlink Michigan, LLC, Charter Fiberlink Missouri, LLC, Charter Fiberlink Nebraska, LLC, Charter Fiberlink Pennsylvania, LLC, Charter Fiberlink Tennessee, LLC, Charter Fiberlink AR-CCVII, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Helicon, LLC, Charter Home Security, LLC, Charter Leasing Holding Company, LLC, Charter Leasing of Wisconsin, LLC, Charter Stores FCN, LLC, Charter Video Electronics, LLC, DukeNet

Communications Holdings, LLC, DukeNet Communications, LLC, Falcon Cable Communications, LLC, Falcon First Cable of the Southeast, LLC, Falcon First, LLC, Hometown T.V., LLC, HPI Acquisition Co. LLC, ICI Holdings, LLC, Insight Blocker LLC, Insight Capital LLC, Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Interactive, LLC, Insight Kentucky Capital, LLC, Insight Midwest Holdings, LLC, Insight Phone of Indiana,

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LLC, Insight Phone of Kentucky, LLC, Insight Phone of Ohio, LLC, Interactive Cable Services, LLC, Interlink Communications Partners, LLC, Intrepid Acquisition LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Marcus Cable, LLC, Midwest Cable Communications, LLC, NaviSite LLC, New Wisconsin Procurement LLC, Oceanic Time Warner Cable LLC, Peachtree Cable TV, LLC, Renaissance Media LLC, Rifkin Acquisition Partners, LLC, Robin Media Group, LLC, Scottsboro TV Cable, LLC, Spectrum Mobile, LLC, Spectrum Mobile Equipment, LLC, Spectrum Originals, LLC, Spectrum Originals Development, LLC, Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable International LLC, Time Warner Cable Internet Holdings III LLC, Time Warner Cable Internet Holdings LLC, Time Warner Cable Internet LLC, Time Warner Cable, LLC, Time Warner Cable Media LLC, Time Warner Cable Midwest LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Pacific West LLC, Time Warner Cable Southeast LLC, Time Warner Cable Sports LLC, Time Warner Cable Texas LLC, TWC Administration LLC, TWC Communications, LLC, TWC Digital Phone LLC, TWC Media Blocker LLC, TWC News and Local Programming Holdco LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC, TWC Regional Sports Network II LLC, TWC SEE Holdco LLC, TWC Wireless LLC, TWC/Charter Dallas Cable Advertising, LLC, TWC/Charter Los Angeles Cable Advertising, LLC, TWCIS Holdco LLC, Vista Broadband Communications, LLC and Wisconsin Procurement Holdco LLC (each, an LLC) provide that a member, a manager, a director, any officer, their respective affiliates or any person who at any time serves or has served as a director, officer, employee or other agent of any member or any such affiliate, and who, in such capacity, engages or has engaged in activities on behalf of the applicable LLC, shall be indemnified and held harmless by such LLC to the fullest extent permitted by law from and against any losses, damages, expenses, including attorneys' fees, judgments and amounts paid in settlement actually and reasonably incurred by or in connection with any claim, action, suit or proceeding to which such indemnifiable person is or was a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of such LLC. Notwithstanding the foregoing, no indemnification is available under the limited liability company agreement of any of the LLCs in respect of any such claim adjudged to be primarily the result of bad faith, willful misconduct or fraud of an indemnifiable person. Any act or omission by an indemnifiable person done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care shall not constitute bad faith, willful misconduct, or fraud on the part of such indemnifiable person. Payment of these indemnification obligations shall be made from the assets of the applicable LLC and the members shall not be personally liable to an indemnifiable person for payment of indemnification.

The limited liability company agreement of CC VIII, LLC (CC VIII) provides that, to the extent permitted by applicable law, a member, a manager, a director, or an officer, their respective affiliates shall be entitled to indemnification from CC VIII for any loss, damage, or claim incurred by such person by reason of any act or omission performed or omitted by such person in good faith on behalf of, or in connection with the business and affairs of, CC

VIII and in a manner reasonably believed to be within the scope of authority conferred on such person; provided that any such indemnity shall be provided out of and to the extent of CC VIII s assets only.

The limited liability company agreement of TWC/Charter Green Bay Cable Advertising, LLC (Green Bay) provides that Green Bay shall indemnify the members and their respective affiliates, shareholders, partners, members, employees, officers and directors, for, and hold them harmless from, any liability, whether civil or

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criminal, and any loss, damage, or expense, including reasonable attorneys' fees, to the extent that such arise from and are the result of the ordinary and proper conduct of Green Bay's business and the preservation of its business and property, or arise by reason of the fact that such person is or was a member or an officer, director or employee thereof; provided the member or person to be indemnified acted in good faith. The obligation of Green Bay to indemnify the members or any other person shall be satisfied out of Green Bay's assets only.

Corporations

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

- (i) for any breach of the director's duty of loyalty to the corporation or its stockholders,
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,
- (iii) for unlawful payments of dividends or unlawful stock purchases or redemptions, or
- (iv) for any transaction from which the director derived an improper personal benefit. These provisions will not limit the liability of directors or officers under the federal securities laws of the United States.

The bylaws of each of Charter, CCO Holdings Capital and CCO Capital (each a corporation) require the applicable corporation, to the fullest extent authorized by the Delaware General Corporation Law, to indemnify any person who was or is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, in each case, against all expense, liability and loss (including

attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such person in connection therewith.

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

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Limited Partnerships

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that a limited partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever, subject to such standards and restrictions set forth in the partnership agreement.

The limited partnership agreements of Falcon Community Cable, L.P., Falcon Video Communications, L.P., Helicon Partners I, L.P., Peachtree Cable TV, L.P., The Helicon Group, L.P., Insight Communications Company, L.P., Insight Communications of Kentucky, L.P., Insight Kentucky Partners I, L.P., Insight Kentucky Partners II, L.P. and Insight Midwest, L.P. (each, a Partnership) provide that a partner, any of such partner's affiliates or any person who at any time serves or has served as a director, officer, employee or other agent of any partner or any such affiliate, and who, in such capacity, engages or has engaged in activities on behalf of the applicable Partnership, shall be indemnified and held harmless by such Partnership against any losses, damages, expenses, including attorneys' fees, judgments and amounts paid in settlement actually and reasonably incurred by or in connection with any claim, action, suit or proceeding to which such indemnifiable person is or was a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of such Partnership. Notwithstanding the foregoing, no indemnification is available under the limited partnership agreement of any of the Partnerships in respect of any such claim adjudged to be primarily the result of bad faith, willful misconduct or fraud of an indemnifiable person. Any act or omission by an indemnifiable person done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care shall not constitute bad faith, willful misconduct, or fraud on the part of such indemnifiable person. Payment of these indemnification obligations shall be made from the assets of the applicable Partnership and the partners shall not be personally liable to an indemnifiable person for payment of indemnification.

Colorado

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

The Limited Liability Company Agreement of Bresnan Broadband of Colorado, LLC provides for the indemnification of officers and directors to the fullest extent permitted by Colorado law.

Montana

Section 38-8-504 of the Montana Limited Liability Company Act states that a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

The Limited Liability Company Agreement of Bresnan Broadband of Montana, LLC provides for the indemnification of officers and directors to the fullest extent permitted by Montana law.

Utah

Section 48-2c-1802 of the Utah Revised Limited Liability Company Act permits a company to indemnify an individual made a party to a proceeding because he is or was a manager against liability incurred in the proceeding if:

(a) his conduct was in good faith; (b) he reasonably believed that his conduct was in, or not opposed to, the company's best interests; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A manager's conduct with respect to any employee benefit plan for a purpose he reasonably believed to be in, or not opposed to, the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of Subsection (1)(b).

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The Limited Liability Company Agreement of Bresnan Broadband of Utah, LLC provides for the indemnification of officers and directors to the fullest extent permitted by Utah law.

Wyoming

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

The Limited Liability Company Agreement of Bresnan Broadband of Wyoming, LLC provides for the indemnification of officers and directors to the fullest extent permitted by Wyoming law.

California

The limited partnership agreements of Falcon Cable Media, a California Limited Partnership, Falcon Cable Systems Company II, L.P., Falcon Cablevision, a California Limited Partnership, Falcon Community Ventures I Limited Partnership and Falcon Telecable, a California Limited Partnership (each, a California Partnership) provide that a partner, any of such partner's affiliates or any person who at any time serves or has served as a director, officer, employee or other agent of any partner or any such affiliate, and who, in such capacity, engages or has engaged in activities on behalf of the applicable California Partnership, shall be indemnified and held harmless by such California Partnership against any losses, damages, expenses, including attorneys' fees, judgments and amounts paid in settlement actually and reasonably incurred by or in connection with any claim, action, suit or proceeding to which such indemnifiable person is or was a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of such California Partnership. Notwithstanding the foregoing, no indemnification is available under the limited partnership agreement of any of the California Partnerships in respect of any such claim adjudged to be primarily the result of bad faith, willful misconduct or fraud of an indemnifiable person. Any act or omission by an indemnifiable person done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care shall not constitute bad faith, willful misconduct, or fraud on the part of such indemnifiable person. Payment of these indemnification obligations shall be made from the assets of the applicable California Partnership and the partners shall not be personally liable to an indemnifiable person for payment of indemnification.

Section 15904.06 (Operative January 1, 2008) of the 2008 California Revised Limited Partnership Act addresses the rights of a general partner with respect to its management and conduct of partnership activities. The 2008 California Revised Limited Partnership Act provides that a limited partnership shall reimburse a general partner for payments made, and indemnify a general partner for liabilities incurred by, the general partner in the ordinary course of the activities of the partnership or for the preservation of its activities or property.

Item 16. Exhibits and Financial Statement Schedules.

Exhibits

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

Financial Statement Schedules

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

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

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

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

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

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

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;

- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering; and

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

- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer, or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

INDEX TO EXHIBITS

| Exhibit | Description |
|---------|--|
| 1.1 | Form of Underwriting Agreement |
| 2.1* | <u>Agreement and Plan of Mergers, dated as of May 23, 2015, among Time Warner Cable Inc. (TWC), Charter Communications, Inc. (Legacy Charter), CCH I, LLC (now known as Charter Communications, Inc. Charter), and certain other parties thereto (incorporated herein by reference to Exhibit 2.1 to Charter s Registration Statement on Form S-4 dated and filed with the SEC on June 25, 2015 (File No. 333-205240) (the Merger Form S-4))</u> |
| 2.2* | <u>Contribution Agreement, dated as of March 31, 2015, as amended on May 23, 2015, by and among Legacy Charter, Charter, Advance/Newhouse Partnership (A/N) and certain other parties thereto (incorporated herein by reference to Exhibit 2.2 to the Merger Form S-4)</u> |
| 4.1* | <u>Indenture, dated as of July 23, 2015, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., and CCO Safari II, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated herein by reference to Exhibit 4.1 to the current report on Form 8-K filed by Charter Communications, Inc. on July 27, 2015 (File No. 001-33664)) (including form of guarantee)</u> |
| 4.2* | <u>Second Supplemental Indenture, dated as of May 18, 2016, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., CCO Safari II, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by CCO Holdings, LLC on May 24, 2016 (File No. 001-37789))</u> |
| 4.3* | <u>Third Supplemental Indenture, dated as of May 18, 2016, among CCO Holdings, LLC, as parent guarantor, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated herein by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by CCO Holdings, LLC on May 24, 2016 (File No. 001-37789))</u> |
| 4.4* | <u>Fourth Supplemental Indenture, dated as of November 1, 2016, among Charter Communications Operating, LLC and Charter Communications Operating Capital Corp., as issuers, CCO Holdings, LLC, as parent guarantor, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (incorporated herein by reference to Exhibit 4.5 to the Registration Statement on Form S-4 filed by CCO Holdings, LLC on October 6, 2017 (File No. 333-220863))</u> |
| 4.5** | <u>Eighth Supplemental Indenture, dated as of December 21, 2017, among Charter Communications Operating, LLC and Charter Communications Operating Capital Corp., as issuers, CCO Holdings, LLC, as parent guarantor, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent</u> |
| 4.6* | <u>Indenture, dated as of November 20, 2015, among CCO Holdings, LLC, CCO Holdings Capital Corp. and CCOH Safari, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.1 to the current report on Form 8-K filed by Charter Communications, Inc. on November 25, 2015 (File No. 001-33664))</u> |
| 4.7* | <u>Second Supplemental Indenture, dated as of May 18, 2016, by and among CCO Holdings, LLC, CCO Holdings Capital Corp., CCOH Safari, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.3 to the current report on Form 8-K filed by CCO</u> |

Holdings, LLC on May 24, 2016 (File No. 001-37789))

4.8 Form of Charter Communications, Inc. indenture

| Exhibit | Description |
|---------|---|
| 4.9* | <u>Form of Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. Debt Security (included in Exhibit 4.1)</u> |
| 4.10* | <u>Form of CCO Holdings, LLC and CCO Holdings Capital Corp. Debt Security (included in Exhibit 4.6)</u> |
| 4.11 | Form of Charter Communications, Inc. Debt Security |
| 4.12* | <u>Collateral Agreement, dated as of May 18, 2016, by Charter Communications Operating, LLC, Charter Communications Operating Capital Corp. and the other grantors party thereto in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (incorporated herein by reference to Exhibit 10.6 to the current report on Form 8-K filed by CCO Holdings, LLC on May 24, 2016 (File No. 001-37789))</u> |
| 4.13* | <u>First Lien Intercreditor Agreement, dated as of May 18, 2016, by and among Charter Communications Operating, LLC, the other grantors party thereto, Bank of America, N.A., as credit agreement collateral agent for the credit agreement secured parties, The Bank of New York Mellon Trust Company, N.A., as notes collateral agent for the indenture secured parties, and each additional agent from time to time party thereto (incorporated herein by reference to Exhibit 10.7 to the current report on Form 8-K filed by CCO Holdings, LLC on May 24, 2016 (File No. 001-37789))</u> |
| 4.14 | <u>Form of supplemental indenture providing for the addition of guarantors to Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. indenture (included in Exhibit 4.1)</u> |
| 5.1 | <u>Legal Opinion of Kirkland & Ellis LLP relating to debt securities of Charter Communications Operating, LLC and Charter Communications Operating Capital Corp.</u> |
| 5.2 | <u>Legal Opinion of Kirkland & Ellis LLP relating to debt securities of CCO Holdings, LLC and CCO Holdings Capital Corp.</u> |
| 5.3 | <u>Legal Opinion of Kirkland & Ellis LLP relating to debt securities of Charter Communications, Inc.</u> |
| 12.1** | <u>CCO Holdings, LLC Computation of Ratio of Earnings to Fixed Charges</u> |
| 12.2** | <u>Charter Communications, Inc. Computation of Ratio of Earnings to Fixed Charges</u> |
| 23.1 | <u>Consent of Kirkland & Ellis LLP relating to the legal opinion with respect to debt securities of Charter Communications Operating, LLC and Charter Communications Operating Capital Corp. (included with Exhibit 5.1)</u> |
| 23.2 | <u>Consent of Kirkland & Ellis LLP relating to the legal opinion with respect to debt securities of CCO Holdings, LLC and CCO Holdings Capital Corp. (included with Exhibit 5.2)</u> |
| 23.3 | <u>Consent of Kirkland & Ellis LLP relating to the legal opinion with respect to debt securities of Charter Communications, Inc. (included with Exhibit 5.3)</u> |
| 23.4** | <u>Consent of KPMG LLP (St. Louis, MO) relating to the audit report on the financial statements of CCO Holdings, LLC</u> |
| 23.5** | <u>Consent of KPMG LLP (St. Louis, MO) relating to the audit report on the financial statements of Charter Communications, Inc.</u> |
| 23.6** | <u>Consent of Ernst & Young LLP (New York, NY) relating to the audit report on the financial statements of Time Warner Cable Inc.</u> |
| 23.7** | <u>Consent of KPMG LLP (New York, NY) relating to the audit report on the financial statements of Bright House Networks, LLC</u> |
| 24.1** | <u>Powers of Attorney (included on the signature pages of this Form S-3 and incorporated by reference)</u> |

| Exhibit | Description |
|---------|---|
| 25.1** | <u>Statement of Eligibility on Form T-1 of The Bank of New York Mellon Trust Company, N.A. with respect to the indenture, dated as of July 23, 2015, among Charter Communications Operating, LLC and Charter Communications Operating Capital Corp., as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent</u> |
| 25.2** | <u>Statement of Eligibility on Form T-1 of The Bank of New York Mellon Trust Company, N.A. with respect to the indenture, dated as of November 20, 2015, among CCO Holdings, LLC and CCO Holdings Capital Corp., as issuers, the guarantors party thereto from time to time and The Bank of New York Mellon Trust Company, N.A., as trustee</u> |
| 25.3** | <u>Statement of Eligibility on Form T-1 of The Bank of New York Mellon Trust Company, N.A. with respect to the Charter Communications, Inc. form of indenture among Charter Communications Inc., the guarantors party thereto from time to time and The Bank of New York Mellon Trust Company, N.A., as trustee</u> |

To be filed by amendment or as an exhibit with a subsequent Current Report on Form 8-K in connection with a specific offering.

* Incorporated by reference and not filed herewith.

** Previously filed.

To be filed by amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrants have duly caused this registration statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the County of St. Louis, State of Missouri, on August 13, 2018.

CHARTER COMMUNICATIONS
OPERATING, LLC
Registrant

By: /s/ Christopher L. Winfrey
Christopher L. Winfrey
*Executive Vice President and Chief
Financial Officer*

CHARTER COMMUNICATIONS
OPERATING CAPITAL CORP.
Registrant

By: /s/ Christopher L. Winfrey
Christopher L. Winfrey
*Executive Vice President and Chief
Financial Officer*

CCO HOLDINGS, LLC
Registrant

By: /s/ Christopher L. Winfrey
Christopher L. Winfrey
*Executive Vice President and Chief
Financial Officer*

CCO HOLDINGS CAPITAL CORP.
Registrant

By: /s/ Christopher L. Winfrey
Christopher L. Winfrey
*Executive Vice President and Chief
Financial Officer*

CHARTER COMMUNICATIONS, INC.
Registrant

By: /s/ Christopher L. Winfrey
Christopher L. Winfrey
*Executive Vice President and Chief
Financial Officer*

EACH OF THE ADDITIONAL
REGISTRANT GUARANTORS NAMED ON
THE TABLE OF ADDITIONAL
REGISTRANT GUARANTORS

By: /s/ Christopher L. Winfrey
Christopher L. Winfrey
*Executive Vice President and Chief
Financial Officer*

POWER OF ATTORNEY

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

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

| Signature | Title | Date |
|--|--|-----------------|
| /s/ Thomas M. Rutledge Thomas M. Rutledge | Chairman and Chief Executive Officer (Principal Executive Officer) | August 13, 2018 |
| /s/ Christopher L. Winfrey Christopher L. Winfrey | Executive Vice President and Chief Financial Officer (Principal Financial Officer) | August 13, 2018 |
| /s/ Kevin D. Howard Kevin D. Howard | Senior Vice President Finance, Controller and Chief Accounting Officer (Controller/Principal Accounting Officer) | August 13, 2018 |

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of each of Charter Communications Operating, LLC, CCO Holdings, LLC and each of the additional Registrant Guarantors (other than the New Subsidiary Guarantors) named on the Table of Additional Registrant Guarantors.

| Signature | Title | Date |
|-----------------------------|--|-----------------|
| * Thomas M. Rutledge | Chairman and Chief Executive Officer (Principal Executive Officer) | August 13, 2018 |
| * Christopher L. Winfrey | Executive Vice President and Chief Financial Officer (Principal Financial Officer) | August 13, 2018 |
| * Kevin D. Howard | Senior Vice President Finance, Controller and Chief Accounting Officer (Controller/Principal Accounting Officer) | August 13, 2018 |

*By: /s/ Richard R. Dykhous
Richard R. Dykhous
Attorney-In-Fact

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

| Signature | Title | Date |
|-----------------------------|--|-----------------|
| * Thomas M. Rutledge | Chairman and Chief Executive Officer (Principal Executive Officer) | August 13, 2018 |
| * Christopher L. Winfrey | Executive Vice President and Chief Financial Officer, Sole Director (Principal Financial Officer) | August 13, 2018 |
| * Kevin D. Howard | Senior Vice President Finance, Controller and Chief Accounting Officer (Controller/Principal Accounting Officer) | August 13, 2018 |

*By: /s/ Richard R. Dykhous
Richard R. Dykhous
Attorney-In-Fact

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

| Signature | Title | Date |
|------------------------|--|-----------------|
| * | Chairman and Chief Executive Officer | August 13, 2018 |
| Thomas M. Rutledge | (Principal Executive Officer) | |
| * | Chief Financial Officer (Principal Financial Officer) | August 13, 2018 |
| Christopher L. Winfrey | | |
| * | Senior Vice President Finance, Controller and Chief Accounting Officer (Controller/Principal Accounting Officer) | August 13, 2018 |
| Kevin D. Howard | | |
| * | Lead Independent Director | August 13, 2018 |
| Eric L. Zinterhofer | | |
| * | Director | August 13, 2018 |
| W. Lance Conn | | |
| * | Director | August 13, 2018 |
| Craig A. Jacobson | | |
| * | Director | August 13, 2018 |
| Gregory B. Maffei | | |
| * | Director | August 13, 2018 |
| John D. Markley, Jr. | | |
| * | Director | August 13, 2018 |
| David C. Merritt | | |
| * | Director | August 13, 2018 |
| Steven A. Miron | | |
| * | Director | August 13, 2018 |
| Balan Nair | | |

*

Director

August 13, 2018

Mauricio Ramos

*By: /s/ Richard R. Dykhous
Richard R. Dykhous
Attorney-In-Fact