

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

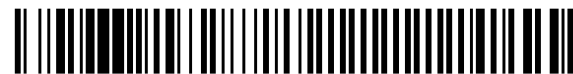
In re:)
) Chapter 11
)
CHARTER COMMUNICATIONS, INC., et al.,) Case No. 09-11435 (JMP)
)
Debtors.) Jointly Administered
)

**ORDER (I) APPROVING THE DISCLOSURE
STATEMENT, (II) ESTABLISHING A RECORD DATE
FOR VOTING ON THE PLAN OF REORGANIZATION AND THE
RIGHTS OFFERING, (III) APPROVING SOLICITATION PACKAGES AND
PROCEDURES FOR THE DISTRIBUTION THEREOF, (IV) APPROVING
THE RIGHTS OFFERING PROCEDURES AND RIGHTS EXERCISE
FORM, (V) APPROVING THE FORMS OF BALLOTS AND MANNER
OF NOTICE, (VI) APPROVING THE COMMITMENT AGREEMENTS,
(VII) APPROVING THE COMMITMENT FEES, (VIII) ESTABLISHING
PROCEDURES FOR VOTING ON THE PLAN AND (IX) ESTABLISHING
NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PLAN**

Upon the Motion of the above-captioned debtors (collectively, the “Debtors” or “Charter”),¹ for the entry of an order (the “Disclosure Statement Order”) (a) approving the

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-

(Continued...)



Disclosure Statement, (b) establishing a Record Date for voting on the Plan of Reorganization and the Rights Offering, (c) approving Solicitation Packages and Solicitation Procedures, (d) approving the Rights Offering Procedures and Rights Exercise Form, (e) approving the Forms of Ballots and manner of notice, (f) approving the Commitment Agreements, (g) approving the Commitment Fees, (h) establishing procedures for voting on the Plan and (i) scheduling a hearing and establishing notice and objection procedures for the Confirmation of the Plan, all as more fully set forth in the Motion²; and the Bankruptcy Court having jurisdiction to consider the Motion; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; and venue being proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having filed with this Bankruptcy Court the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code (the "Disclosure Statement"), dated March 27, 2009 and the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (the "Plan"), dated March 27, 2009; and the Bankruptcy Court having reviewed the Disclosure Statement, the Motion, the papers in support thereof, and

CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

the responses thereto, if any; and the Bankruptcy Court having found and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and that the relief requested in the Motion is in the best interests of the Debtors, their estates, and creditors; and upon all of the proceedings had before the Bankruptcy Court; and after due deliberation and sufficient cause appearing therefor; it is hereby ORDERED

1. The motion is granted.
2. The Solicitation Procedures are incorporated herein by reference and form an integral and indivisible part of this Order, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.
3. Ballots will be provided to holders of claims and interests in Classes A-3, A-4, B-3, B-4, C-3, C-4, D-3, E-3, E-4, F-3, F-4, G-3, G-4, H-3, H-4, I-5, J-2, and J-6 because these claims and interests are classified as being impaired by, and entitled to vote under, the Plan.
4. The Ballots, including the Master Ballots, annexed to this Order as **Exhibit A** and **Exhibit B**, respectively (a) are consistent with Official Form No. 14, (b) adequately address the particular needs of these chapter 11 cases, (c) are appropriate for each Class of Claims or Equity Interests entitled to vote to accept or reject the Plan, and (d) comply with Bankruptcy Rule 3017(d). The appropriate Ballots and Master Ballots shall be distributed to holders of Claims or Equity Interests for those Classes entitled to vote to accept or reject the Plan.
5. Ballots need not be provided to Holders of Claims in Classes A-5, C-5, D-4, E-5, F-5, G-5, and H-5 and Holders of Equity Interests in Classes A-6, C-6, D-5, E-6, F-6, G-6 and H-6 because these classes are classified as being impaired by the Plan and are conclusively presumed to reject the Plan in accordance with section 1126(g) of the Bankruptcy Code.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

6. Ballots need not be provided to Holders of Claims in Classes A-1, A-2, B-1, B-2, C-1, C-2, D-1, D-2, E-1, E-2, F-1, F-2, G-1, G-2, H-1, H-2, I-1, I-2, I-3, I-4, J-1, J-3, J-4, and J-5 and Holders of Equity Interests in Classes I-6 and J-7 because these classes are classified as unimpaired by the Plan and are deemed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code.

7. Pursuant to Bankruptcy Rule 3018(a), the record date for purposes of determining which Holders of Claims and Equity Interests are entitled to receive Solicitation Packages and, where applicable, vote on the Plan shall be April 17, 2009 (the “Record Date”), 12 days prior to the date the Disclosure Statement Hearing was originally scheduled to commence. The Debtors shall specify the Record Date in the Confirmation Hearing Notice. Only Holders of Claims as of the Record Date shall be entitled to vote to accept or reject the Plan, and where applicable, make any election set forth on the Ballot or participate in the Rights Offering.

8. The period during which the Debtors may solicit votes to accept or reject the Plan, as established by this Order, provides sufficient time for (a) creditors to make informed decisions to accept or reject the Plan and submit timely Ballots to the Voting and Claims Agent or the Securities Voting Agent, as applicable, and (b) Nominees for Beneficial Owners of the Claims in Classes A-4, E-4, F-4, G-4 and H-4 to distribute the Ballots to Beneficial Owners, for such Beneficial Owners to complete and timely submit such Ballots to the Nominees and for the Nominees to complete and timely submit Master Ballots to the Securities Voting Agent.

9. The contents of the Solicitation Packages, including the Confirmation Hearing Notice annexed to this Order as **Exhibit C**, comply with Bankruptcy Rules 2002 and 3017, constitute sufficient notice to all interested parties in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and are thus hereby approved.

10. The Disclosure Statement is hereby approved pursuant to section 1125 of the Bankruptcy Code, as providing Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

11. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Equity Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article X of the Plan (including the third-party release set forth in Article X.E of the Plan), in satisfaction of the requirements of Bankruptcy Rule 3016(c).

12. The Disclosure Statement Hearing Notice, attached hereto as **Exhibit D** and incorporated by reference herein, filed by the Debtors and served upon parties in interest in these chapter 11 cases on March 27, 2009, constitutes adequate and sufficient notice of the hearing to consider approval of the Disclosure Statement, the manner in which a copy of the Disclosure Statement (and exhibits thereto, including the Plan) could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and is hereby approved.

13. The Solicitation Procedures, annexed hereto as **Exhibit E** and incorporated by reference herein, set forth procedures for the Debtors to solicit, receive and tabulate votes to accept the Plan and are hereby approved. ~~provided, however, that the Debtors reserve the right to amend or supplement the Solicitation and Voting Procedures set forth in the Motion where, in the Debtors' best judgment, doing so would better facilitate the solicitation process.~~ *JMP 5/7/09*

14. The Rights Offering Procedures, annexed hereto as **Exhibit F** and incorporated by reference herein, will allow the Debtors to transmit to Eligible Holders the materials necessary to

participate in the Rights Offering efficiently, afford such Eligible Holders a fair and reasonable opportunity to subscribe for the Class A Common Stock, and are thus hereby approved.

15. The Rights Exercise Form, annexed hereto as **Exhibit G** and incorporated by reference herein, clearly states the Rights that Eligible Holders will be able to exercise in connection with the Rights Offering and, accordingly, is hereby approved.

16. The Rights Offering and Solicitation Timeline is established (subject to modification as needed).

(a) **Record Date**

- April 17, 2009, 12 days prior to the originally scheduled commencement of the Disclosure Statement Hearing, as the Record Date for purposes of determining which creditors are entitled to vote on the Plan and to participate in the Rights Offering.

(b) **Questionnaire Distribution Date**

- April 17, 2009, 12 days prior to the originally scheduled commencement of the Disclosure Statement Hearing, as the date the Debtors distribute a questionnaire (the "Questionnaire") to each Holder of a CCH I Notes Claim seeking affirmation from such Holder that the Holder is either a Qualified Institutional Buyer ("QIB"), an accredited investor ("Accredited Investor") or neither (the "Questionnaire Distribution Date").
- Pursuant to the Questionnaire, Holders of CCH I Notes Claim will have to declare themselves as a QIB, an Accredited Investor, or neither. If the Holder of a CCH I Notes Claim declares as an Eligible Holder, copies of the Rights Offering Procedures and Rights Exercise Form will be sent to them. If the Holder certifies as "neither" (a "Non-Eligible Holder"), the Non-Eligible Holder of a CCH I Notes Claim is entitled to receive Common Stock in an amount equivalent the value of their rights as per the Plan. A Holder that does not fill out a Questionnaire receives no distribution with respect to the Rights Offering.

(c) **Disclosure Statement Hearing Date**

- May 5, 2009, as the date on which the hearing to consider approval of the Disclosure Statement will commence (the "Disclosure Statement Hearing Date").

(d) **Questionnaire Deadline**

- May 11, 2009, 24 days following the Questionnaire Distribution Date, as the deadline for return of the Questionnaires to the Securities Voting Agent (the “Questionnaire Deadline”)

(e) **Solicitation Date**

- 7 days following the entry of the Disclosure Statement Order, as the date the Debtors will distribute Solicitation Packages and the Disclosure Statement to the Solicitation Parties (the “Solicitation Date”).

(f) **Rights Offering Commencement Date**

- May 13, 2009, 2 business days following the Questionnaire Deadline, as the date on which the Debtors will launch the Rights Offering (the “Rights Offering Commencement Date”).

(g) **Rights Offering Distribution Period**

- The period from May 13, 2009 through June 11, 2009, the 20 business day period following the Rights Offering Commencement Date, will be the period during which the Debtors will distribute copies of the Rights Offering Procedures and Rights Exercise Form to Eligible Holders of CCH I Notes Claims who return a Questionnaire to the Debtors (the “Rights Offering Period”).
- The Rights Offering Period is subject to the Right of First Refusal (as defined herein).
- Eligible Holders of CCH I Notes Claims will be entitled to transfer or exercise their Rights during the Rights Offering Period only.

(h) **CCH II Exchange Election Deadline**

- June 8, 2009, as the deadline by which all CCH II Exchange elections must be properly executed, completed, and delivered so that they are **actually effected** by the Nominee holding the CCH II Notes.

(i) **Expiration Date and Extension Expiration Date**

- June 11, 2009, 20 business days following the Rights Offering Commencement Date, as the deadline for eligible Holders of CCH I Notes to elect to participate in the Rights Offering (the “Expiration Date”), which date is subject to an extension of up to 5 business days following the notification of the non exercise of the applicable Right of First Refusal to allow the completion of necessary documentation, under certain circumstances (as detailed in the Rights Offering Procedures) (the “Extension Expiration Date”).

All Rights Offering exercise forms and payments are due from Eligible Holders seeking to exercise their rights pursuant to the Rights Offering (with the exception of the members of the Crossover Committee) on or before the Expiration Date or Extension Expiration Date, as appropriate.

(j) Voting Deadline

- 5 p.m. (Prevailing Eastern Time) on June 15, 2009, 41 days following the Disclosure Statement Hearing Date, as the deadline by which all Ballots and Master Ballots must be properly executed, completed, and delivered so that they are **actually received** by the Voting and Claims Agent or Securities Voting Agent, as applicable (the “Voting Deadline”).

(k) Rights and Transfers Settlement Date

- Any transfers of Rights prior to the Expiration Date shall be subject to the Backstop Parties’ right of first refusal (the “Right of First Refusal”), as detailed in the Rights Offering Procedures.
- June 18, 2009, 25 business days following the Rights Offering Commencement Date, as the date in which the final rights and trades settle.

(l) Unexercised Rights Notice Date

- Five business days after the date on which Rights can no longer be exercised, as the date on which notice is given to the Backstop Parties concerning their unexercised rights.

(m) Committee Funding Deadline

- The later of (a) July 27, 2009 and (b) the date that is two business days following the Court’s entry of an Order confirming the Plan, as the deadline for the participating members of the Crossover Committee to fund all three of the Commitment Agreements.

17. The Debtors are authorized to distribute the Solicitation Packages without the Plan Supplement and are directed to file the Plan Supplement with the Bankruptcy Court and serve the Plan Supplement on (a) the Office of the United States Trustee for the Southern District of New York; (b) counsel to the Official Committee of Unsecured Creditors; (c) counsel to the agent under the Debtors’ prepetition first lien credit facility; (d) counsel to the agent under the Debtors’ prepetition junior credit facility; (e) the counterparties to those certain interest rate swap

agreements with CCO; (f) counsel to the unofficial committee of unaffiliated holders of those certain CCH I and CCH II notes issuances; (g) counsel to the unofficial committee of unaffiliated holders of those certain CCH II note issuances; (h) the indenture trustees for those indentures to which a Debtor is a party; (i) counsel to Vulcan Inc.; (j) the Internal Revenue Service; (k) the Securities and Exchange Commission; (l) the Federal Communications Commission; (m) the Office of the Attorney General in all of the states in which the Debtors operate; and (n) any applicable state public utilities commissions required to receive notice under the Bankruptcy Rules or Local Rules. Debtors simultaneously shall make available for viewing the Plan Supplement at www.kccllc.net/charter.

18. With respect to Holders of Claims and Equity Interests not entitled to vote to accept or reject the Plan pursuant to sections 1126(f) or 1126(g) of the Bankruptcy Code, the Debtors shall mail the appropriate Notice of Non-Voting Status, substantially in the forms of **Exhibit H** and **Exhibit I**, respectively, annexed to this Order; provided, however, that the Notices of Non-Voting Status shall provide that a copy of the Plan and Disclosure Statement may be viewed at www.kccllc.net/charter, or obtained free of charge by contacting the Voting and Claims Agent at (866) 967-0266.

19. With respect to Holders of Disputed Claims, the Debtors shall mail the Disputed Claim Notice substantially in the form of **Exhibit J**, annexed to this Order; provided, however, that the Disputed Claim Notice shall provide that a copy of the Plan and Disclosure Statement may be viewed at www.kccllc.net/charter, or obtained free of charge by contacting the Voting and Claims Agent at (866) 967-0266.

20. With respect to counterparties to executory contracts or unexpired leases with one or more of the Debtors that have not been assumed or rejected as of the Record Date, the Debtors

shall mail the Notice to Contract-Lease Parties substantially in the form **Exhibit K**, annexed to this Order; provided, however, that the Notice to Contract-Lease Parties shall provide that a copy of the Plan and Disclosure Statement may be viewed at www.kccllc.net/charter, or obtained free of charge by contacting the Voting and Claims Agent at (866) 967-0266.

21. With respect to Holders of Charter's publicly traded common stock as reflected in the records maintained by the Debtors' transfer agent(s) as of the close of business on the Record Date, the Debtors shall mail the Notice to Holders of Charter's publicly traded common stock substantially in the form **Exhibit L**, annexed to this Order; provided, however, that the Publicly Traded Stockholder Notice shall provide that a copy of the Plan and Disclosure Statement may be viewed at www.kccllc.net/charter, or obtained free of charge by contacting the Voting and Claims Agent at (866) 967-0266.

22. With respect to entities at addresses from which Disclosure Statement Hearing Notices were returned as undeliverable by the United States Postal Service, the Debtors are excused from distributing Solicitation Packages to those entities unless the Debtors are able, using reasonable efforts, to obtain an accurate address for such entities before the Solicitation Date, and failure to distribute Solicitation Packages to such entities will not constitute inadequate notice of the Confirmation Hearing, the Voting Deadline, or a violation of Bankruptcy Rule 3017(d).

23. The Confirmation Hearing will be held on **July 20, 2009 at 10:00 a.m. (prevailing Eastern Time)**; provided, however, that the Confirmation Hearing may be adjourned from time to time by the Court or the Debtors without further notice to parties other than an announcement in Court at the Confirmation Hearing or any adjourned Confirmation Hearing; provided, further, however, that notice of any such adjournments will be set forth on

(a) the Court’s website at www.nysb.uscourts.gov for registered users of the Public Access to Court Electronic Records (PACER) System and (b) the Voting and Claims Agent’s website at www.kccllc.net/charter. Objections, if any, to confirmation of the Plan or proposed modifications to the Plan, if any, must (a) be in writing, (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party, (c) state with particularity the basis and nature of any objection to the confirmation of the Plan, and (d) be filed, together with proof of service, with the Court and served so that they are received no later than **July 13, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the “Confirmation Objection Deadline”) by the following parties (collectively, the “Notice Parties”).

<p>Kirkland & Ellis LLP Attn: Stephen E. Hessler Citigroup Center 153 East 53rd Street New York, New York 10022-4611 <i>Counsel to the Debtors</i></p>
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<p>Simpson Thacher & Bartlett LLP Attn: Peter V. Pantaleo 425 Lexington Avenue New York, New York 10017-3954 <i>Counsel to the Agent for the Debtors’ Prepetition First Lien Facility</i></p>
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Nixon Peabody LLP
Attn: Michelle Ross
437 Madison Avenue
New York, New York 10022

Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Brown Rudnick LLP
Attn: Daniel J. Saval
7 Times Square
New York, New York 10036

Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Attn: Alan W. Kornberg
1285 Avenue of the Americas
New York, New York 10019-6064

Counsel to the Agent for the Debtors' Unofficial Committee of Unaffiliated Holders of Those Certain CCH I and CCH II Notes Issuances

Kasowitz, Benson, Torres & Friedman LLP
Attn: David S. Rosner
1633 Broadway
New York, New York 10019

Counsel to the Unofficial Committee of Unaffiliated Holders of Those Certain CCH II Note Issuances

Skadden, Arps, Slate, Meagher & Flom LLP
Attn: Jay M. Goffman
4 Times Square
New York, New York 10036

Counsel to Vulcan, Inc.

Togut, Segal & Segal, LLP
Attn: Albert Togut
Attn: Frank Oswald
One Penn Plaza
New York, New York 10119

Counsel to Charter Investment, Inc.

Ropes & Gray LLC
Attn: Mark R. Somerstein
Attn: Keith Wofford
1211 Avenue of the Americas
New York, New York 10036-8704

The Office of the United States Trustee for the Southern District of New York

Attn: Paul Schwartzberg
33 Whitehall Street, 21st Floor
New York, New York 10004

24. The Confirmation Hearing Notice, substantially in the form annexed hereto as **Exhibit C** and incorporated herein by reference, setting forth (a) the Voting Deadline, (b) the deadline for exercising Rights, (c) the time fixed for filing objections to confirmation of the Plan, and the manner in which such objections shall be filed, and (d) the time, date, and place for the Confirmation Hearing, provides adequate notice of the Confirmation Hearing and, accordingly, is hereby approved.

25. In the event that multiple objections to confirmation of the Plan are filed by the Confirmation Objection Deadline, the Debtors and any other party in interest are authorized to file a single, omnibus reply to such objections.

26. The certification of Ballots shall be filed no later than one (1) calendar day prior to the Confirmation Hearing.

27. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, Plan, Ballots, Master Ballots, Confirmation Hearing Notice, Rights Exercise Form, and related documents by filing an errata sheet with the Court. These non-substantive changes shall include, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package prior to their distribution.

28. The Debtors are authorized to (a) enter into the Commitment Agreements, annexed hereto as **Exhibit M** and incorporated by reference herein, (b) effectuate the transactions contemplated thereunder, and (c) pay the Commitment Fees; provided however that the Commitment Fees are not deemed earned until entry of the Confirmation Order and not payable until the effective date of the Plan.

29. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

30. All time periods set forth herein shall be calculated in accordance with Bankruptcy Rule 9006(a).

31. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

32. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable upon its entry.

Dated: New York, New York
May 7, 2009

s/ James M. Peck

United States Bankruptcy Judge

EXHIBIT A

Ballots

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS A-3: GENERAL
UNSECURED CLAIMS AGAINST CCI**

**Charter Communications, Inc., Class A-3 General
Unsecured Claims Against CCI**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCI General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CCI other than any General Unsecured Claims against CCI held by any CII Settlement Claim Party.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCI General Unsecured Claims have been placed in Class A-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CCI General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CCI General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class A-3 CCI General Unsecured Claims against CCI other than any General Unsecured Claims against CCI held by any CII Settlement Claim Party in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS A-4: CCI NOTES CLAIMS

**Charter Communications, Inc., Class A-4 CCI Notes
Claims**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to

Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED. IF THE ENVELOPE IS ADDRESSED TO YOUR BROKERAGE FIRM OR BANK OR ITS AGENT (EACH, A “NOMINEE”), YOU MUST ALLOW ENOUGH TIME FOR YOUR NOMINEE TO CAST YOUR VOTE ON A MASTER BALLOT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT BEFORE THE VOTING DEADLINE.

The claims (collectively, the “CCI Notes Claims”) consist of any Claim against CCI by Holders of CCI Notes on account of CCI Notes.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCI Notes Claims have been placed in Class A-4 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote (or if held through a Nominee, the Master Ballot cast on your behalf) is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. PROVIDE THE INFORMATION REQUIRED BY ITEM 3, IF APPLICABLE TO YOU.
4. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4.
5. **SIGN THE BALLOT.**
6. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
7. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
9. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Principal Amount of CCI Notes Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was either the beneficial owner, or the nominee of a beneficial owner of the CCI Notes in the following aggregate unpaid principal amount (insert amount in the box below). If your CCI Notes are held by a nominee on your behalf and you do not know the amount, please contact your nominee immediately. (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

\$

Item 2. Vote. The undersigned, a holder of a Class A-4 CCI Notes Claims against CCI on account of CCI Notes in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Identify All Other CCI Notes Claims Voted. By returning this Ballot, the beneficial owner of the CCI Notes identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the CCI Notes owned by such beneficial owner, except for the CCI Notes identified in the following table, (b) *all* of the CCI Notes for which the beneficial owner has submitted Ballots are identified in the following table, and (c) *all* Ballots for CCI Notes submitted by the beneficial owner indicate the same vote to accept or reject the Plan that the beneficial owner has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

**ALL CCI NOTES CLAIMS
VOTED ON OTHER BALLOTS**

Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCI Notes are Held	Principal Amount of Other CCI Notes Voted	Debt Issue (Maturity and Coupon or CUSIP Number) of Other CCI Notes Voted
1.			
2.			
3.			

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, PLEASE CONTACT YOUR BANK OR BROKER,
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE SECURITIES VOTING
AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS B-3: GENERAL
UNSECURED CLAIMS AGAINST CII**

**Charter Communications, Inc., Class B-3 General
Unsecured Claims Against CII**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CII General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CII.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CII General Unsecured Claims have been placed in Class B-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CII General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CII General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class B-3 CII General Unsecured Claims against CII in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS B-4: CII SHAREHOLDER CLAIMS

**Charter Communications, Inc., Class B-4 CII
Shareholder Claims**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to

Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CII Shareholder Claims”) consist of any claim against CII held by Mr. Allen.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CII Shareholder Claims have been placed in Class B-4 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CII Shareholder Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CII Shareholder Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class B-4 CII Shareholder Claims against CII in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009, THE VOTING DEADLINE.

THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION OR EMAIL.

IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE SECURITIES VOTING AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS C-3: GENERAL
UNSECURED CLAIMS AGAINST CHARTER
COMMUNICATIONS HOLDING COMPANY, LLC,
ENSTAR COMMUNICATIONS CORPORATION, AND
CHARTER GATEWAY LLC**

**Charter Communications, Inc., Class C-3 General
Unsecured Claims Against Charter Communications
Holding Company, LLC, Enstar Communications
Corporation, and Charter Gateway LLC**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “Holdco General Unsecured Claims”) consist of any General Unsecured Claims that may exist against Holdco, Enstar Communications Corporation, and Charter Gateway, LLC.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your Holdco General Unsecured Claims have been placed in Class C-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of Holdco General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the Holdco General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class C-3 Holdco General Unsecured Claims against Holdco, Enstar Communications Corporation, and Charter Gateway, LLC in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS C-4: HOLDCO NOTES CLAIMS

**Charter Communications, Inc., Class C-4 HoldCo Notes
Claims**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to

Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED. IF THE ENVELOPE IS ADDRESSED TO YOUR BROKERAGE FIRM OR BANK OR ITS AGENT (EACH, A “NOMINEE”), YOU MUST ALLOW ENOUGH TIME FOR YOUR NOMINEE TO CAST YOUR VOTE ON A MASTER BALLOT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT BEFORE THE VOTING DEADLINE.

The claims (collectively, the “Holdco Notes Claims”) consist of any Claims against Holdco by the Holder of Holdco Notes on account of Holdco Notes.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your Holdco Notes Claims have been placed in Class C-4 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote (or if held through a Nominee, the Master Ballot cast on your behalf) is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. PROVIDE THE INFORMATION REQUIRED BY ITEM 3, IF APPLICABLE TO YOU.
4. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4.
5. **SIGN THE BALLOT.**
6. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
7. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
9. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Principal Amount of Holdco Notes Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was either the beneficial owner, or the nominee of a beneficial owner of the Holdco Notes in the following aggregate unpaid principal amount (insert amount in the box below). If your Holdco Notes are held by a nominee on your behalf and you do not know the amount, please contact your nominee immediately. (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

\$

Item 2. Vote. The undersigned, a holder of a Class C-4 Holdco Notes Claims against Holdco on account of Holdco Notes in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Identify All Other Holdco Notes Claims Voted. By returning this Ballot, the beneficial owner of the HoldCo Notes identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the HoldCo Notes owned by such beneficial owner, except for the HoldCo Notes identified in the following table, (b) *all* of the HoldCo Notes for which the beneficial owner has submitted Ballots are identified in the following table, and (c) *all* Ballots for HoldCo Notes submitted by the beneficial owner indicate the same vote to accept or reject the Plan that the beneficial owner has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

**ALL HOLDCO NOTES CLAIMS
VOTED ON OTHER BALLOTS**

Account Number	Name of Bank, Broker or Other Nominee Through Which Other HoldCo Notes are Held	Principal Amount of Other HoldCo Notes Voted	Debt Issue (Maturity and Coupon or CUSIP Number) of Other HoldCo Notes Voted
1.			
2.			
3.			

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, PLEASE CONTACT YOUR BANK OR BROKER,
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING
AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS D-3: GENERAL
UNSECURED CLAIMS AGAINST CCHC**

**Charter Communications, Inc., Class D-3 General
Unsecured Claims Against CCHC**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCHC General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CCHC, LLC.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCHC General Unsecured Claims have been placed in Class D-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CCHC General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CCHC General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class D-3 CCHC General Unsecured Claims against CCHC, LLC in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS E-3: GENERAL
UNSECURED CLAIMS AGAINST CCH AND CHARTER
COMMUNICATIONS HOLDINGS CAPITAL CORP**

**Charter Communications, Inc., Class E-3 General
Unsecured Claims Against CCH and Charter
Communications Holdings Capital Corp.**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCH General Unsecured Claims”) consist of any General Unsecured Claims that may exist against Charter Communications Holdings, LLC and Charter Communications Holdings Capital Corp..

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCH General Unsecured Claims have been placed in Class E-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CCH General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CCH General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class E-3 CCH General Unsecured Claims against Charter Communications Holdings, LLC and Charter Communications Holdings Capital Corp in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: CHARTER COMMUNICATIONS, INC., <u>et al.</u> , Debtors.)))))))	Chapter 11 Case No. 09-11435 (JMP) Jointly Administered
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**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS E-4: CCH NOTES CLAIMS

**Charter Communications, Inc., Class E-4 CCH Notes
Claims**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to

Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED. IF THE ENVELOPE IS ADDRESSED TO YOUR BROKERAGE FIRM OR BANK OR ITS AGENT (EACH, A “NOMINEE”), YOU MUST ALLOW ENOUGH TIME FOR YOUR NOMINEE TO CAST YOUR VOTE ON A MASTER BALLOT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT BEFORE THE VOTING DEADLINE.

The claims (collectively, the “CCH Notes Claims”) consist of any claim against CCH and/or Charter Communications Holdings Capital Corp. by Holders of CCH Notes on account of CCH Notes.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCH Notes Claims have been placed in Class E-4 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote (or if held through a Nominee, the Master Ballot cast on your behalf) is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. PROVIDE THE INFORMATION REQUIRED BY ITEM 3, IF APPLICABLE TO YOU.
4. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4.
5. **SIGN THE BALLOT.**
6. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
7. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
9. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Principal Amount of CCH Notes Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was either the beneficial owner, or the nominee of a beneficial owner of the CCH Notes in the following aggregate unpaid principal amount (insert amount in the box below). If your CCH Notes are held by a nominee on your behalf and you do not know the amount, please contact your nominee immediately. (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

\$

Item 2. Vote. The undersigned, a holder of a Class E-4 CCH Notes Claims against CCH and/or Charter Communications Holdings Capital Corp.in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Identify All Other CCH Notes Claims Voted. By returning this Ballot, the beneficial owner of the CCH Notes identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the CCH Notes owned by such beneficial owner, except for the CCH Notes identified in the following table, (b) *all* of the CCH Notes for which the beneficial owner has submitted Ballots are identified in the following table, and (c) *all* Ballots for CCH Notes submitted by the beneficial owner indicate the same vote to accept or reject the Plan that the beneficial owner has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

**ALL CCH NOTES CLAIMS
VOTED ON OTHER BALLOTS**

Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCH Notes are Held	Principal Amount of Other CCH Notes Voted	Debt Issue (Maturity and Coupon or CUSIP Number) of Other CCH Notes Voted
1.			
2.			
3.			

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, PLEASE CONTACT YOUR BANK OR BROKER,
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE SECURITIES VOTING
AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS F-3: GENERAL
UNSECURED CLAIMS AGAINST CIH AND CCH I
HOLDINGS CAPITAL CORP.**

**Charter Communications, Inc., Class F-3 General
Unsecured Claims Against CIH and CCH I Holdings
Capital Corp.**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CIH General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CCH I Holdings, LLC and CCH I Holdings Capital Corp..

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecab, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CIH General Unsecured Claims have been placed in Class F-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CIH General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CIH General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class F-3 CIH General Unsecured Claims against CCH I Holdings, LLC and CCH I Holdings Capital Corp. in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS F-4: CIH NOTES CLAIMS

**Charter Communications, Inc., Class F-4 CIH Notes
Claims**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to

Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED. IF THE ENVELOPE IS ADDRESSED TO YOUR BROKERAGE FIRM OR BANK OR ITS AGENT (EACH, A “NOMINEE”), YOU MUST ALLOW ENOUGH TIME FOR YOUR NOMINEE TO CAST YOUR VOTE ON A MASTER BALLOT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT BEFORE THE VOTING DEADLINE.

The claims (collectively, the “CIH Notes Claims”) consist of any Claim against a Debtor by Holders of CIH Notes on account of CIH Notes.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CIH Notes Claims have been placed in Class F-4 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote (or if held through a Nominee, the Master Ballot cast on your behalf) is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. PROVIDE THE INFORMATION REQUIRED BY ITEM 3, IF APPLICABLE TO YOU.
4. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4.
5. **SIGN THE BALLOT.**
6. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
7. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
9. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Principal Amount of CIH Notes Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was either the beneficial owner, or the nominee of a beneficial owner of the CIH Notes in the following aggregate unpaid principal amount (insert amount in the box below). If your CIH Notes are held by a nominee on your behalf and you do not know the amount, please contact your nominee immediately. (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

\$

Item 2. Vote. The undersigned, a holder of a Class F-4 CIH Notes Claims against CIH in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Identify All Other CIH Notes Claims Voted. By returning this Ballot, the beneficial owner of the CIH Notes identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the CIH Notes owned by such beneficial owner, except for the CIH Notes identified in the following table, (b) *all* of the CIH Notes for which the beneficial owner has submitted Ballots are identified in the following table, and (c) *all* Ballots for CIH Notes submitted by the beneficial owner indicate the same vote to accept or reject the Plan that the beneficial owner has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

**ALL CIH NOTES CLAIMS
VOTED ON OTHER BALLOTS**

Account Number	Name of Bank, Broker or Other Nominee Through Which Other CIH Notes are Held	Principal Amount of Other CIH Notes Voted	Debt Issue (Maturity and Coupon or CUSIP Number) of Other CIH Notes Voted
1.			
2.			
3.			

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, PLEASE CONTACT YOUR BANK OR BROKER,
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING
AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS G-3: GENERAL
UNSECURED CLAIMS AGAINST CCH I AND CCH I
CAPITAL CORP.**

**Charter Communications, Inc., Class G-3 General
Unsecured Claims Against CCH I and CCH I Capital
Corp.**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCH I General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CCH I, LLC and CCH I Capital Corp..

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCH I General Unsecured Claims have been placed in Class G-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CCH I General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CCH I General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class G-3 CCH I General Unsecured Claims against CCH I Holdings, LLC and CCH I Holdings Capital Corp. in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS G-4: CCH I NOTES CLAIMS

**Charter Communications, Inc., Class G-4 CCH I Notes
Claims**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to

Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED. IF THE ENVELOPE IS ADDRESSED TO YOUR BROKERAGE FIRM OR BANK OR ITS AGENT (EACH, A “NOMINEE”), YOU MUST ALLOW ENOUGH TIME FOR YOUR NOMINEE TO CAST YOUR VOTE ON A MASTER BALLOT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT BEFORE THE VOTING DEADLINE.

The claims (collectively, the “CCH I Notes Claims”) consist of any Claim against a Debtor by Holders of CCH I Notes on account of CCH I Notes.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCH I Notes Claims have been placed in Class G-4 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote (or if held through a Nominee, the Master Ballot cast on your behalf) is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. PROVIDE THE INFORMATION REQUIRED BY ITEM 3, IF APPLICABLE TO YOU.
4. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4.
5. **SIGN THE BALLOT.**
6. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
7. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
9. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Principal Amount of CCH I Notes Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was either the beneficial owner, or the nominee of a beneficial owner of the CCH I Notes in the following aggregate unpaid principal amount (insert amount in the box below). If your CCH I Notes are held by a nominee on your behalf and you do not know the amount, please contact your nominee immediately. (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

\$

Item 2. Vote. The undersigned, a holder of a Class G-4 CCH I Notes Claim against a Debtor in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Identify All Other CCH I Notes Claims Voted. By returning this Ballot, the beneficial owner of the CCH I Notes identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the CCH I Notes owned by such beneficial owner, except for the CCH I Notes identified in the following table, (b) *all* of the CCH I Notes for which the beneficial owner has submitted Ballots are identified in the following table, and (c) *all* Ballots for CCH I Notes submitted by the beneficial owner indicate the same vote to accept or reject the Plan that the beneficial owner has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

**ALL CCH I NOTES CLAIMS
VOTED ON OTHER BALLOTS**

Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCH I Notes are Held	Principal Amount of Other CCH I Notes Voted	Debt Issue (Maturity and Coupon or CUSIP Number) of Other CCH I Notes Voted
1.			
2.			
3.			

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, PLEASE CONTACT YOUR BANK OR BROKER,
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING
AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS H-3: GENERAL
UNSECURED CLAIMS AGAINST CCH II AND CCH II
CAPITAL CORP.**

**Charter Communications, Inc., Class H-3 General
Unsecured Claims Against CCH II and CCH II Capital
Corp.**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCH II General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CCH II, LLC and CCH II Capital Corp..

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCH II General Unsecured Claims have been placed in Class H-3 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CCH II General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CCH II General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class H-3 CCH II General Unsecured Claims against CCH II Holdings, LLC and CCH II Holdings Capital Corp. in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS H-4: CCH II NOTES CLAIMS

**Charter Communications, Inc., Class H-4 CCH II Notes
Claims**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to

Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED. IF THE ENVELOPE IS ADDRESSED TO YOUR BROKERAGE FIRM OR BANK OR ITS AGENT (EACH, A “NOMINEE”), YOU MUST ALLOW ENOUGH TIME FOR YOUR NOMINEE TO CAST YOUR VOTE ON A MASTER BALLOT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT BEFORE THE VOTING DEADLINE.

The claims (collectively, the “CCH II Notes Claims”) consist of any Claim against a Debtor by Holders of CCH II Notes on account of CCH II Notes.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCH II Notes Claims have been placed in Class H-4 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote (or if held through a Nominee, the Master Ballot cast on your behalf) is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. PROVIDE THE INFORMATION REQUIRED BY ITEM 3, IF APPLICABLE TO YOU.
4. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 4.
5. **SIGN THE BALLOT.**
6. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
7. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
9. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Exchange Election

Each Holder of CCH II Note Claims is also entitled to make the exchange election to exchange its CCH II Notes for New CCH II Notes pursuant to the Exchange Agreement (the "Exchange Election"). Holders who wish to make the Exchange Election must instruct their Nominee to make the Exchange Election on their behalf. An Exchange Election will only apply to those bonds that have been tendered into the Automated Tender Offer Program ("ATOP") system at The Depository Trust Company as of the Voting Deadline. Only the Holder's Nominee can effect an Exchange Election on behalf of a Holder.

If you wish to make the Exchange Election, you must follow the directions of your Nominee with respect to relaying your instructions to them. The Nominee must have effected the Exchange Election on behalf of a Holder by the Voting Deadline in order for the Exchange Election to be valid.

Item 1. Principal Amount of CCH II Notes Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was either the beneficial owner, or the nominee of a beneficial owner of the CCH II Notes in the following aggregate unpaid principal amount (insert amount in the box below). If your CCH II Notes are held by a nominee on your behalf and you do not know the amount, please contact your nominee immediately. (For purposes of this Ballot, it is not necessary and you should not adjust the principal amount for any accrued or unmatured interest.)

\$

Item 2. Vote. The undersigned, a holder of a Class H-4 CCH II Notes Claims against a Debtor in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Identify All Other CCH II Notes Claims Voted. By returning this Ballot, the beneficial owner of the CCH II Notes identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the CCH II Notes owned by such beneficial owner, except for the CCH II Notes identified in the following table, (b) *all* of the CCH II Notes for which the beneficial owner has submitted Ballots are identified in the following table, and (c) *all* Ballots for CCH II Notes submitted by the beneficial owner indicate the same vote to accept or reject the Plan that the beneficial owner has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

**ALL CCH II NOTES CLAIMS
VOTED ON OTHER BALLOTS**

Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCH II Notes are Held	Principal Amount of Other CCH II Notes Voted	Debt Issue (Maturity and Coupon or CUSIP Number) of Other CCH II Notes Voted
1.			
2.			
3.			

Item 4. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, PLEASE CONTACT YOUR BANK OR BROKER,
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING
AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS I-5: GENERAL
UNSECURED CLAIMS AGAINST CCOH AND CCO
HOLDINGS CAPITAL CORP.**

**Charter Communications, Inc., Class I-5 General
Unsecured Claims Against CCOH and CCO Holdings
Capital Corp.**

**YOUR BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR YOUR VOTE WILL NOT BE
COUNTED**

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCOH General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CCO Holdings, LLC and CCO Holdings Capital Corp..

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCOH General Unsecured Claims have been placed in Class I-5 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CCOH General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CCOH General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class I-5 CCOH General Unsecured Claims against CCO Holdings, LLC and CCO Holdings Capital Corp. in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

<p>CLASS J-2: CCO SWAP AGREEMENTS CLAIMS</p> <p>Charter Communications, Inc., Class J-2 CCO Swap Agreements Claims</p> <p>YOUR BALLOT MUST BE <u>RECEIVED</u> BY THE SECURITIES VOTING AGENT, BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED</p>

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated May 7, 2009 (the "Plan"), which is described in the accompanying Disclosure Statement for the Debtors' Joint Plan of Reorganization

Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”),¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCO Swap Agreements Claims”) consist of any Claim against CCO by counterparties to CCO Swap Agreements on account of CCO Swap Agreements.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCO Swap Agreements Claims have been placed in Class J-2 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Securities Voting Agent, Financial Balloting Group LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CII Shareholder Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CII Shareholder Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class J-2 CCO Swap Agreements Claims against CCO in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title ²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE SECURITIES VOTING AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE SECURITIES VOTING
AGENT, FINANCIAL BALLOTING GROUP LLC AT (866) 734-9393.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Chapter 11
Debtors.	)	Case No. 09-11435 (JMP)
	)	Jointly Administered

BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

<p>CLASS J-6: GENERAL UNSECURED CLAIMS AGAINST CCO AND ITS DIRECT AND INDIRECT SUBSIDIARIES</p> <p>Charter Communications, Inc., Class J-6 General Unsecured Claims Against CCO and its Direct and Indirect Subsidiaries</p> <p>YOUR BALLOT MUST BE <u>RECEIVED</u> BY THE SECURITIES VOTING AGENT, BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE VOTING DEADLINE, OR YOUR VOTE WILL NOT BE COUNTED</p>

This Ballot is submitted to you by the above-captioned debtors (collectively, the "Debtors" or "Charter") to solicit your vote to accept or reject the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), which is described in the accompanying Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7,

2009 (the “Disclosure Statement”).¹ Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined shall have the meaning ascribed to them in Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT IN THE ENVELOPE PROVIDED.

The claims (collectively, the “CCO General Unsecured Claims”) consist of any General Unsecured Claims that may exist against CCO and its direct and indirect subsidiaries other than all General Unsecured Claims against CCO and its direct and indirect subsidiaries held by any CII Settlement Claim Party.

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

IMPORTANT

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your Claim or Claims under the Plan. Your CCO General Unsecured Claims have been placed in Class J-6 under the Plan. If you hold more than one Claim against Charter, you will receive a Ballot for each Claim you are entitled to vote.

If your vote is not received by Charter's Voting and Claims Agent, Kurtzman Carson Consultants LLC, on or before the Voting Deadline and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2009

Ballots will not be accepted by facsimile transmission or electronic mail.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. MAKE SURE THE INFORMATION CONTAINED IN ITEM 1 IS CORRECT.
2. VOTE TO ACCEPT OR REJECT THE PLAN IN ITEM 2.
3. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
4. **SIGN THE BALLOT.**
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF YOU ARE COMPLETING THIS BALLOT ON BEHALF OF ANOTHER PERSON OR ENTITY, INDICATE YOUR RELATIONSHIP WITH SUCH PERSON OR ENTITY AND THE CAPACITY IN WHICH YOU ARE SIGNING.**

Item 1. Amount of CCO General Unsecured Claims Voted. The undersigned certifies that as of April 17, 2009, the undersigned was the beneficial owner of the CCO General Unsecured Claims in the following aggregate amount (insert amount in the box below).

\$

Item 2. Vote. The undersigned, a holder of a Class J-6 CCO General Unsecured Claims against CCO and its direct and indirect subsidiaries other than all General Unsecured Claims against CCO and its direct and indirect subsidiaries held by any CII Settlement Claim Party, in the amount set forth above, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan.

Reject the Plan.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that the undersigned is the Claimant or has the power and authority to vote to accept or reject the Plan on behalf of the Claimant. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE RETURN YOUR BALLOT PROMPTLY SO THAT IT IS
RECEIVED BY THE VOTING AND CLAIMS AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME)
ON JUNE 15, 2009, THE VOTING DEADLINE.**

**THE VOTING AND CLAIMS AGENT WILL NOT ACCEPT BALLOTS
BY FACSIMILE TRANSMISSION OR EMAIL.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT
OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AND CLAIMS
AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 967-0266.**

² If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

EXHIBIT B

Master Ballots

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:)	
	)	Chapter 11
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered
)	

MASTER BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

<p>CLASS A-4: CCI NOTES CLAIMS</p> <p>Charter Communications, Inc., Class A-4 CCI Notes Claims</p> <p>YOUR MASTER BALLOT MUST BE <u>RECEIVED</u> BY THE SECURITIES VOTING AGENT, BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE VOTING DEADLINE, OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.</p>

The above-captioned debtors (collectively, the "Debtors" or "Charter"), have filed the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"). The Plan is annexed as Exhibit A to the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Disclosure").

Statement)¹. The Bankruptcy Court has approved the Disclosure Statement, which provides information to assist creditors in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The claims (collectively, the “CCI Notes Claims”) consist of any Claim against CCI by Holders of CCI Notes on account of CCI Notes.

This Master Ballot is to be used by you, as a broker, bank or other nominee (or as their proxy holder or agent), for beneficial owners, as of April 17, 2009, to transmit the votes of such beneficial owners to accept or reject the Plan. Please take any action required to enable each beneficial owner to timely vote its CCI Notes Claims to accept or reject the Plan.

Before you transmit such votes, please carefully review the Disclosure Statement and the voting procedures. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting Charter’s securities voting agent (the “Securities Voting Agent”), Financial Balloting Group LLC, at (646) 282-1800. **THIS MASTER BALLOT RELATES ONLY TO VOTES CAST ON ACCOUNT OF THE CCI NOTES.**

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH II, LLC; CCH III, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF CHARTER OR THE SECURITIES VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT ON OR BEFORE THE VOTING DEADLINE BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND RECEIVED ON OR BEFORE THE VOTING DEADLINE AND THE VOTING DEADLINE IS NOT EXTENDED, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

You should review the Disclosure Statement, the Plan and the instructions contained herein before you transmit votes. You or the beneficial owners of the CCI Notes for whom you are the nominee may wish to seek legal advice concerning the Plan and the classification and treatment of the CCI Notes Claims under the Plan. Such Claims have been placed in Class A-4 under the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you and the beneficial owners of the CCI Notes for whom you are the nominee, whether or not such beneficial owners vote and whether or not any votes are transmitted by this Master Ballot.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

Item 1. Certification of Authority to Vote. The undersigned certifies that it (please check the applicable box):

- is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the CCI Notes listed in Item 2 below as of April 17, 2009, or is the registered holder of such securities; or
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee or a beneficial owner that on April 17, 2009 was the holder of the aggregate principal amount of the CCI Notes listed on Item 2 below; or
- is acting under a proxy granted by a broker, bank, or other nominee for the beneficial owners (please attach a copy of the proxy to the Master Ballot),

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial owners of the CCI Notes listed in Item 2.

Item 2. CCI Notes Claims (Class A-4) Vote on Plan – Number of Beneficial Owners. The undersigned certifies that the following beneficial owners of the CCI Notes, as identified by their respective customer account numbers, were beneficial owners of the CCI Notes on April 17, 2009 and have delivered to the undersigned, as nominee, properly executed Ballots casting votes as indicated and containing instructions for the casting of those votes on their behalf (indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. For purposes of this Master Ballot, accrued or unmaturred interest should not be included. **Please note: Each beneficial owner must vote all of their Class A-4 CCI Notes Claims either to accept or reject the Plan and may not split such vote.**)

ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

Customer Name or Account Number for Each Beneficial Owner	Face Amount of CCI Notes	
	Accept the Plan	Reject the Plan
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
TOTALS	\$	\$

IF YOU ARE ACTING AS A NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF CCI NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

Item 3: Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that it has transcribed below the information, if any, provided in Item 3 of each Ballot received from a beneficial owner:

Your Customer Name or Account Number for Each Beneficial Owner of the CCI Notes that Completed Item 3	Transcribe From Item 3 of Beneficial Owner Ballot			
	Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCI Notes are Held	Principal Amount of Other CCI Notes Voted	Debt Issue (Maturity and Coupon or CUSIP number) of Other CCI Notes Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

Item 4: Certification. By signing this Master Ballot, the undersigned certifies that each beneficial owner of the CCI Notes listed in Item 2, above, has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and certifies and acknowledges that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement.

Name of Broker, Bank or other Nominee:

(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Broker,
Bank or Other Nominee (if applicable):

Signature: _____

Print Name: _____

Title: _____

(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date Completed: _____

THIS MASTER BALLOT MUST BE RECEIVED BY THE SECURITIES VOTING AGENT AT THE ADDRESS LISTED BELOW, BEFORE 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.

**CHARTER BALLOT PROCESSING
C/O FINANCIAL BALLOTING GROUP LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10017**

PLEASE NOTE: THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS OR MASTER BALLOTS BY FACSIMILE TRANSMISSION OR ELECTRONIC MAIL.

ANY BALLOT THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR A REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

VOTING DEADLINE/SECURITIES VOTING AGENT:

The Voting Deadline is 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009. To have the vote of your customers count, you must complete, sign, and return this Master Ballot so that it is received by the Voting Agent at the following address no later than the Voting Deadline:

Charter Ballot Processing
c/o Financial Balloting Group LLC
757 Third Avenue, 3rd Floor
New York, New York 10017
(646) 282-1800

If you are both the registered owner and beneficial owner of any principal amount of the CCI Notes and you wish to vote such CCI Notes: You may complete, execute, and return to the Securities Voting Agent a Ballot with respect to the CCI Notes that you as beneficial owner wish to vote.

If you are transmitting the votes of any beneficial owners of CCI Notes other than yourself, you may:

Deliver the Ballot to the beneficial owner, along with the Disclosure Statement and other materials requested to be forwarded within five (5) business days of the receipt of such materials, and take the necessary actions to enable such beneficial owner to (i) complete and execute such Ballot voting to accept or reject the Plan with respect to its Claim(s), and (ii) return the completed, executed Ballot to you in sufficient time to enable you to complete the Master Ballot and deliver it to the Securities Voting Agent before the Voting Deadline of 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009; and

With respect to all Ballots returned to you, you must properly complete the Master Ballot, as follows:

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. In Item 2 of this Master Ballot, indicate the votes to accept or reject the Plan, as transmitted to you by the beneficial owners of the CCI Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). **IMPORTANT: BENEFICIAL OWNERS MAY NOT SPLIT THEIR VOTES. EACH BENEFICIAL OWNER MUST VOTE ALL OF THEIR CCI NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE SECURITIES VOTING AGENT IMMEDIATELY.** Any Ballot or Master Ballot which is validly executed but (i) which does not indicate acceptance or rejection of the Plan by the indicated beneficial owner, or (ii) indicates both an acceptance and rejection of the Plan by the indicated beneficial owner, will not be counted as to such beneficial owner;
- c. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial owner from Item 3 of each completed Ballot relating to the CCI Notes Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. In Item 4, sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Securities Voting Agent to arrange for delivery of the completed Master Ballot to its offices; and

- h. Deliver the completed, executed Master Ballot so as to be received by the Securities Voting Agent before the Voting Deadline. For each completed, executed Ballot returned to you by a beneficial owner, either forward such Ballot (along with your Master Ballot) to the Securities Voting Agent or retain such Ballot in your files for one year from the Voting Deadline.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.

No Ballot or Master Ballot shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting Ballots accepting the Plan. Charter will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Ballots and other enclosed materials to the beneficial owners of the CCI Notes held by you as a nominee or in a fiduciary capacity.

No Master Ballot may be submitted by email or facsimile.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER BALLOT, BALLOTS, THE DISCLOSURE STATEMENT, OR OTHER RELATED MATERIALS, PLEASE CALL THE SECURITIES VOTING AGENT, FINANCIAL BALLOTING GROUP LLC AT (646) 282-1800.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:)	
	)	Chapter 11
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered
)	

MASTER BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS E-4: CCH NOTES CLAIMS

Charter Communications, Inc., Class E-4 CCH Notes Claims

YOUR MASTER BALLOT MUST BE RECEIVED BY THE SECURITIES VOTING AGENT, BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE VOTING DEADLINE, OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.

The above-captioned debtors (collectively, the "Debtors" or "Charter"), have filed the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"). The Plan is annexed as Exhibit A to the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Disclosure").

MASTER BALLOT CODE []

This Ballot is applicable for all CCH Notes Claims Master Ballots.

Statement)¹. The Bankruptcy Court has approved the Disclosure Statement, which provides information to assist creditors in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The claims (collectively, the “CCH Notes Claims”) consist of any claim against CCH and/or Charter Communications Holdings Capital Corp. by Holders of CCH Notes on account of CCH Notes.

This Master Ballot is to be used by you, as a broker, bank or other nominee (or as their proxy holder or agent), for beneficial owners, as of April 17, 2009, to transmit the votes of such beneficial owners to accept or reject the Plan. Please take any action required to enable each beneficial owner to timely vote its CCH Notes Claims to accept or reject the Plan.

Before you transmit such votes, please carefully review the Disclosure Statement and the voting procedures. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting Charter’s securities voting agent (the “Securities Voting Agent”), Financial Balloting Group LLC, at (646) 282-1800. **THIS MASTER BALLOT RELATES ONLY TO VOTES CAST ON ACCOUNT OF THE CCH NOTES.**

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF CHARTER OR THE SECURITIES VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT ON OR BEFORE THE VOTING DEADLINE BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND RECEIVED ON OR BEFORE THE VOTING DEADLINE AND THE VOTING DEADLINE IS NOT EXTENDED, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

You should review the Disclosure Statement, the Plan and the instructions contained herein before you transmit votes. You or the beneficial owners of the CCH Notes for whom you are the nominee may wish to seek legal advice concerning the Plan and the classification and treatment of the CCH Notes Claims under the Plan. Such Claims have been placed in Class E-4 under the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you and the beneficial owners of the CCH Notes for whom you are the nominee, whether or not such beneficial owners vote and whether or not any votes are transmitted by this Master Ballot.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

Item 1. Certification of Authority to Vote. The undersigned certifies that it (please check the applicable box):

- is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the CCH Notes listed in Item 2 below as of April 17, 2009, or is the registered holder of such securities; or
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee or a beneficial owner that on April 17, 2009 was the holder of the aggregate principal amount of the CCH Notes listed on Item 2 below; or
- is acting under a proxy granted by a broker, bank, or other nominee for the beneficial owners (please attach a copy of the proxy to the Master Ballot),

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial owners of the CCH Notes listed in Item 2.

Item 2. CCH Notes Claims (Class E-4) Vote on Plan – Number of Beneficial Owners. The undersigned certifies that the following beneficial owners of the CCH Notes, as identified by their respective customer account numbers, were beneficial owners of the CCH Notes on April 17, 2009 and have delivered to the undersigned, as nominee, properly executed Ballots casting votes as indicated and containing instructions for the casting of those votes on their behalf (indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. For purposes of this Master Ballot, accrued or unmatured interest should not be included. **Please note: Each beneficial owner must vote all of their Class E-4 CCH Notes Claims either to accept or reject the Plan and may not split such vote.**)

ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

	Customer Name or Account Number for Each Beneficial Owner	Face Amount of CCH Notes	
		Accept the Plan	Reject the Plan
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
9.		\$	\$
10.		\$	\$
TOTALS		\$	\$

IF YOU ARE ACTING AS A NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF CCH NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

Item 3: Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that it has transcribed below the information, if any, provided in Item 3 of each Ballot received from a beneficial owner:

Your Customer Name or Account Number for Each Beneficial Owner of the CCH Notes that Completed Item 3	Transcribe From Item 3 of Beneficial Owner Ballot			
	Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCH Notes are Held	Principal Amount of Other CCH Notes Voted	Debt Issue (Maturity and Coupon or CUSIP Number) of Other CCH Notes Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

Item 4: Certification. By signing this Master Ballot, the undersigned certifies that each beneficial owner of the CCH Notes listed in Item 2, above, has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and certifies and acknowledges that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement.

Name of Broker, Bank or other Nominee:

(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Broker,
Bank or Other Nominee (if applicable):

(Print or Type)

Signature: _____

Print Name: _____

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date Completed: _____

THIS MASTER BALLOT MUST BE RECEIVED BY THE SECURITIES VOTING AGENT AT THE ADDRESS LISTED BELOW, BEFORE 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.

**CHARTER BALLOT PROCESSING
C/O FINANCIAL BALLOTING GROUP LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10017**

PLEASE NOTE: THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS OR MASTER BALLOTS BY FACSIMILE TRANSMISSION OR ELECTRONIC MAIL.

ANY BALLOT THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR A REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

VOTING DEADLINE/SECURITIES VOTING AGENT:

The Voting Deadline is 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009. To have the vote of your customers count, you must complete, sign, and return this Master Ballot so that it is received by the Securities Voting Agent at the following address no later than the Voting Deadline:

Charter Ballot Processing
c/o Financial Balloting Group LLC
757 Third Avenue, 3rd Floor
New York, New York 10017
(646) 282-1800

If you are both the registered owner and beneficial owner of any principal amount of the CCH Notes and you wish to vote such CCH Notes: You may complete, execute, and return to the Securities Voting Agent a Ballot with respect to the CCH Notes that you as beneficial owner wish to vote.

If you are transmitting the votes of any beneficial owners of CCH Notes other than yourself, you may:

Deliver the Ballot to the beneficial owner, along with the Disclosure Statement and other materials requested to be forwarded within five (5) business days of the receipt of such materials, and take the necessary actions to enable such beneficial owner to (i) complete and execute such Ballot voting to accept or reject the Plan with respect to its Claim(s), and (ii) return the completed, executed Ballot to you in sufficient time to enable you to complete the Master Ballot and deliver it to the Securities Voting Agent before the Voting Deadline of 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009; and

With respect to all Ballots returned to you, you must properly complete the Master Ballot, as follows:

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. In Item 2 of this Master Ballot, indicate the votes to accept or reject the Plan, as transmitted to you by the beneficial owners of the CCH Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). **IMPORTANT: BENEFICIAL OWNERS MAY NOT SPLIT THEIR VOTES. EACH BENEFICIAL OWNER MUST VOTE ALL OF THEIR CCH NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE SECURITIES VOTING AGENT IMMEDIATELY.** Any Ballot or Master Ballot which is validly executed but (i) which does not indicate acceptance or rejection of the Plan by the indicated beneficial owner, or (ii) indicates both an acceptance and rejection of the Plan by the indicated beneficial owner, will not be counted as to such beneficial owner;
- c. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial owner from Item 3 of each completed Ballot relating to the CCH Notes Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. In Item 4, sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Securities Voting Agent to arrange for delivery of the completed Master Ballot to its offices; and

- h. Deliver the completed, executed Master Ballot so as to be received by the Securities Voting Agent before the Voting Deadline. For each completed, executed Ballot returned to you by a beneficial owner, either forward such Ballot (along with your Master Ballot) to the Securities Voting Agent or retain such Ballot in your files for one year from the Voting Deadline.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.

No Ballot or Master Ballot shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting Ballots accepting the Plan. Charter will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Ballots and other enclosed materials to the beneficial owners of the CCH Notes held by you as a nominee or in a fiduciary capacity.

No Master Ballot may be submitted by email or facsimile.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER BALLOT, BALLOTS, THE DISCLOSURE STATEMENT, OR OTHER RELATED MATERIALS, PLEASE CALL THE SECURITIES VOTING AGENT, FINANCIAL BALLOTING GROUP LLC AT (646) 282-1800.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:)	
	)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered
)	

MASTER BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

<p>CLASS F-4: CIH NOTES CLAIMS</p> <p>Charter Communications, Inc., Class F-4 CIH Notes Claims</p> <p>YOUR MASTER BALLOT MUST BE RECEIVED BY THE SECURITIES VOTING AGENT, BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE VOTING DEADLINE, OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.</p>
--

The above-captioned debtors (collectively, the "Debtors" or "Charter"), have filed the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"). The Plan is annexed as Exhibit A to the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Disclosure").

Statement)¹. The Bankruptcy Court has approved the Disclosure Statement, which provides information to assist creditors in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The claims (collectively, the "CIH Notes Claims") consist of any Claim against a Debtor by Holders of CIH Notes on account of CIH Notes.

This Master Ballot is to be used by you, as a broker, bank or other nominee (or as their proxy holder or agent), for beneficial owners, as of April 17, 2009, to transmit the votes of such beneficial owners to accept or reject the Plan. Please take any action required to enable each beneficial owner to timely vote its CIH Notes Claims to accept or reject the Plan.

Before you transmit such votes, please carefully review the Disclosure Statement and the voting procedures. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting Charter's securities voting agent (the "Securities Voting Agent"), Financial Balloting Group LLC, at (646) 282-1800. **THIS MASTER BALLOT RELATES ONLY TO VOTES CAST ON ACCOUNT OF THE CIH NOTES.**

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF CHARTER OR THE SECURITIES VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT ON OR BEFORE THE VOTING DEADLINE BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND RECEIVED ON OR BEFORE THE VOTING DEADLINE AND THE VOTING DEADLINE IS NOT EXTENDED, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

You should review the Disclosure Statement, the Plan and the instructions contained herein before you transmit votes. You or the beneficial owners of the CIH Notes for whom you are the nominee may wish to seek legal advice concerning the Plan and the classification and treatment of the CIH Notes Claims under the Plan. Such Claims have been placed in Class F-4 under the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you and the beneficial owners of the CIH Notes for whom you are the nominee, whether or not such beneficial owners vote and whether or not any votes are transmitted by this Master Ballot.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

Item 1. Certification of Authority to Vote. The undersigned certifies that it (please check the applicable box):

- is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the CIH Notes listed in Item 2 below as of April 17, 2009, or is the registered holder of such securities; or
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee or a beneficial owner that on April 17, 2009 was the holder of the aggregate principal amount of the CIH Notes listed on Item 2 below; or
- is acting under a proxy granted by a broker, bank, or other nominee for the beneficial owners (please attach a copy of the proxy to the Master Ballot),

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial owners of the CIH Notes listed in Item 2.

Item 2. CIH Notes Claims (Class F-4) Vote on Plan – Number of Beneficial Owners. The undersigned certifies that the following beneficial owners of the CIH Notes, as identified by their respective customer account numbers, were beneficial owners of the CIH Notes on April 17, 2009 and have delivered to the undersigned, as nominee, properly executed Ballots casting votes as indicated and containing instructions for the casting of those votes on their behalf (indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. For purposes of this Master Ballot, accrued or unmaturred interest should not be included. **Please note: Each beneficial owner must vote all of their Class F-4 CIH Notes Claims either to accept or reject the Plan and may not split such vote.**)

ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

	Face Amount of CIH Notes	
	Accept the Plan	Reject the Plan
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
TOTALS	\$	\$

IF YOU ARE ACTING AS A NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF CIH NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

Item 3: Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that it has transcribed below the information, if any, provided in Item 3 of each Ballot received from a beneficial owner:

Your Customer Name or Account Number for Each Beneficial Owner of the CIH Notes that Completed Item 3	Transcribe From Item 3 of Beneficial Owner Ballot			
	Account Number	Name of Bank, Broker or Other Nominee Through Which Other CIH Notes are Held	Principal Amount of Other CIH Notes Voted	Debt Issue (Maturity and Coupon or CUSIP number) of Other CIH Notes Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

Item 4: Certification. By signing this Master Ballot, the undersigned certifies that each beneficial owner of the CIH Notes listed in Item 2, above, has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and certifies and acknowledges that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement.

Name of Broker, Bank or other Nominee:

(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Broker,
Bank or Other Nominee (if applicable):

(Print or Type)

Signature: _____

Print Name: _____

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date Completed: _____

THIS MASTER BALLOT MUST BE RECEIVED BY THE SECURITIES VOTING AGENT AT THE ADDRESS LISTED BELOW, BEFORE 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.

**CHARTER BALLOT PROCESSING
C/O FINANCIAL BALLOTING GROUP LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10017**

PLEASE NOTE: THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS OR MASTER BALLOTS BY FACSIMILE TRANSMISSION OR ELECTRONIC MAIL.

ANY BALLOT THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR A REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

VOTING DEADLINE/SECURITIES VOTING AGENT:

The Voting Deadline is 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009. To have the vote of your customers count, you must complete, sign, and return this Master Ballot so that it is received by the Securities Voting Agent at the following address no later than the Voting Deadline:

Charter Ballot Processing
c/o Financial Balloting Group LLC
757 Third Avenue, 3rd Floor
New York, New York 10017

If you are both the registered owner and beneficial owner of any principal amount of the CIH Notes and you wish to vote such CIH Notes: You may complete, execute, and return to the Securities Voting Agent a Ballot with respect to the CIH Notes that you as beneficial owner wish to vote.

If you are transmitting the votes of any beneficial owners of CIH Notes other than yourself, you may:

Deliver the Ballot to the beneficial owner, along with the Disclosure Statement and other materials requested to be forwarded within five (5) business days of the receipt of such materials, and take the necessary actions to enable such beneficial owner to (i) complete and execute such Ballot voting to accept or reject the Plan with respect to its Claim(s), and (ii) return the completed, executed Ballot to you in sufficient time to enable you to complete the Master Ballot and deliver it to the Securities Voting Agent before the Voting Deadline of 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009; and

With respect to all Ballots returned to you, you must properly complete the Master Ballot, as follows:

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. In Item 2 of this Master Ballot, indicate the votes to accept or reject the Plan, as transmitted to you by the beneficial owners of the CIH Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number).
IMPORTANT: BENEFICIAL OWNERS MAY NOT SPLIT THEIR VOTES. EACH BENEFICIAL OWNER MUST VOTE ALL OF THEIR CIH NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE SECURITIES VOTING AGENT IMMEDIATELY. Any Ballot or Master Ballot which is validly executed but (i) which does not indicate acceptance or rejection of the Plan by the indicated beneficial owner, or (ii) indicates both an acceptance and rejection of the Plan by the indicated beneficial owner, will not be counted as to such beneficial owner;
- c. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial owner from Item 3 of each completed Ballot relating to the CIH Notes Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. In Item 4, sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Securities Voting Agent to arrange for delivery of the completed Master Ballot to its offices; and

- h. Deliver the completed, executed Master Ballot so as to be received by the Securities Voting Agent before the Voting Deadline. For each completed, executed Ballot returned to you by a beneficial owner, either forward such Ballot (along with your Master Ballot) to the Securities Voting Agent or retain such Ballot in your files for one year from the Voting Deadline.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.

No Ballot or Master Ballot shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting Ballots accepting the Plan. Charter will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Ballots and other enclosed materials to the beneficial owners of the CIH Notes held by you as a nominee or in a fiduciary capacity.

No Master Ballot may be submitted by email or facsimile.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER BALLOT, BALLOTS, THE DISCLOSURE STATEMENT, OR OTHER RELATED MATERIALS, PLEASE CALL THE SECURITIES VOTING AGENT, FINANCIAL BALLOTING GROUP LLC AT (646) 282-1800.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

**MASTER BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS G-4: CCH I NOTES CLAIMS

**Charter Communications, Inc., Class G-4 CCH I Notes
Claims**

**YOUR MASTER BALLOT MUST BE RECEIVED BY THE
SECURITIES VOTING AGENT, BY 5:00 P.M.,
(PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE
VOTING DEADLINE, OR THE VOTES REPRESENTED BY
YOUR MASTER BALLOT WILL NOT BE COUNTED.**

The above-captioned debtors (collectively, the "Debtors" or "Charter"), have filed the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"). The Plan is annexed as Exhibit A to the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Disclosure").

MASTER BALLOT CODE []

This Ballot is applicable for all CCH Notes Claims Master
Ballots.

Statement)¹. The Bankruptcy Court has approved the Disclosure Statement, which provides information to assist creditors in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The claims (collectively, the “CCH I Notes Claims”) consist of any Claim against a Debtor by Holders of CCH I Notes on account of CCH I Notes.

This Master Ballot is to be used by you, as a broker, bank or other nominee (or as their proxy holder or agent), for beneficial owners, as of April 17, 2009, to transmit the votes of such beneficial owners to accept or reject the Plan. Please take any action required to enable each beneficial owner to timely vote its CCH I Notes Claims to accept or reject the Plan.

Before you transmit such votes, please carefully review the Disclosure Statement and the voting procedures. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting Charter’s securities voting agent (the “Securities Voting Agent”), Financial Balloting Group LLC, at (646) 282-1800. **THIS MASTER BALLOT RELATES ONLY TO VOTES CAST ON ACCOUNT OF THE CCH I NOTES.**

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF CHARTER OR THE SECURITIES VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT ON OR BEFORE THE VOTING DEADLINE BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND RECEIVED ON OR BEFORE THE VOTING DEADLINE AND THE VOTING DEADLINE IS NOT EXTENDED, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

You should review the Disclosure Statement, the Plan and the instructions contained herein before you transmit votes. You or the beneficial owners of the CCH I Notes for whom you are the nominee may wish to seek legal advice concerning the Plan and the classification and treatment of the CCH I Notes Claims under the Plan. Such Claims have been placed in Class G-4 under the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you and the beneficial owners of the CCH I Notes for whom you are the nominee, whether or not such beneficial owners vote and whether or not any votes are transmitted by this Master Ballot.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

Item 1. Certification of Authority to Vote. The undersigned certifies that it (please check the applicable box):

- is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the CCH I Notes listed in Item 2 below as of April 17, 2009, or is the registered holder of such securities; or
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee or a beneficial owner that on April 17, 2009 was the holder of the aggregate principal amount of the CCH I Notes listed on Item 2 below; or
- is acting under a proxy granted by a broker, bank, or other nominee for the beneficial owners (please attach a copy of the proxy to the Master Ballot),

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial owners of the CCH I Notes listed in Item 2.

Item 2. CCH I Notes Claims (Class G-4) Vote on Plan – Number of Beneficial Owners. The undersigned certifies that the following beneficial owners of the CCH I Notes, as identified by their respective customer account numbers, were beneficial owners of the CCH I Notes on April 17, 2009 and have delivered to the undersigned, as nominee, properly executed Ballots casting votes as indicated and containing instructions for the casting of those votes on their behalf (indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. For purposes of this Master Ballot, accrued or unmaturred interest should not be included. **Please note: Each beneficial owner must vote all of their Class G-4 CCH I Notes Claims either to accept or reject the Plan and may not split such vote.**)

ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

Customer Name or Account Number for Each Beneficial Owner	Face Amount of CCH I Notes	
	Accept the Plan	Reject the Plan
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
TOTALS	\$	\$

IF YOU ARE ACTING AS A NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF CCH I NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

Item 3: Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that it has transcribed below the information, if any, provided in Item 3 of each Ballot received from a beneficial owner:

Your Customer Name or Account Number for Each Beneficial Owner of the CCH I Notes that Completed Item 3	Transcribe From Item 3 of Beneficial Owner Ballot			
	Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCH I Notes are Held	Principal Amount of Other CCH I Notes Voted	Debt Issue (Maturity and Coupon or CUSIP number) of Other CCH I Notes Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

Item 4: Certification. By signing this Master Ballot, the undersigned certifies that each beneficial owner of the CCH I Notes listed in Item 2, above, has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and certifies and acknowledges that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement.

Name of Broker, Bank or other Nominee:

(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Broker,
Bank or Other Nominee (if applicable):

(Print or Type)

Signature: _____

Print Name: _____

Title: _____

(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date Completed: _____

THIS MASTER BALLOT MUST BE RECEIVED BY THE SECURITIES VOTING AGENT AT THE ADDRESS LISTED BELOW, BEFORE 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.

**CHARTER BALLOT PROCESSING
C/O FINANCIAL BALLOTING GROUP LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10017**

PLEASE NOTE: THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS OR MASTER BALLOTS BY FACSIMILE TRANSMISSION OR ELECTRONIC MAIL.

ANY BALLOT THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR A REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

VOTING DEADLINE/VOTING AGENT:

The Voting Deadline is 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009. To have the vote of your customers count, you must complete, sign, and return this Master Ballot so that it is received by the Securities Voting Agent at the following address no later than the Voting Deadline:

Charter Ballot Processing
c/o Financial Balloting Group LLC
757 Third Avenue, 3rd Floor
New York, New York 10017
(646) 282-1800

If you are both the registered owner and beneficial owner of any principal amount of the CCH I Notes and you wish to vote such CCH I Notes: You may complete, execute, and return to the Securities Voting Agent a Ballot with respect to the CCH I Notes that you as beneficial owner wish to vote.

If you are transmitting the votes of any beneficial owners of CCH I Notes other than yourself, you may:

Deliver the Ballot to the beneficial owner, along with the Disclosure Statement and other materials requested to be forwarded within five (5) business days of the receipt of such materials, and take the necessary actions to enable such beneficial owner to (i) complete and execute such Ballot voting to accept or reject the Plan with respect to its Claim(s), and (ii) return the completed, executed Ballot to you in sufficient time to enable you to complete the Master Ballot and deliver it to the Securities Voting Agent before the Voting Deadline of 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009; and

With respect to all Ballots returned to you, you must properly complete the Master Ballot, as follows:

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. In Item 2 of this Master Ballot, indicate the votes to accept or reject the Plan, as transmitted to you by the beneficial owners of the CCH I Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). **IMPORTANT: BENEFICIAL OWNERS MAY NOT SPLIT THEIR VOTES. EACH BENEFICIAL OWNER MUST VOTE ALL OF THEIR CCH I NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE SECURITIES VOTING AGENT IMMEDIATELY.** Any Ballot or Master Ballot which is validly executed but (i) which does not indicate acceptance or rejection of the Plan by the indicated beneficial owner, or (ii) indicates both an acceptance and rejection of the Plan by the indicated beneficial owner, will not be counted as to such beneficial owner;
- c. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial owner from Item 3 of each completed Ballot relating to the CCH I Notes Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. In Item 4, sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Securities Voting Agent to arrange for delivery of the completed Master Ballot to its offices; and

- h. Deliver the completed, executed Master Ballot so as to be received by the Securities Voting Agent before the Voting Deadline. For each completed, executed Ballot returned to you by a beneficial owner, either forward such Ballot (along with your Master Ballot) to the Securities Voting Agent or retain such Ballot in your files for one year from the Voting Deadline.

PLEASE NOTE:

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No Ballot or Master Ballot shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting Ballots accepting the Plan. Charter will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Ballots and other enclosed materials to the beneficial owners of the CCH I Notes held by you as a nominee or in a fiduciary capacity.

No Master Ballot may be submitted by email or facsimile.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER BALLOT, BALLOTS, THE DISCLOSURE STATEMENT, OR OTHER RELATED MATERIALS, PLEASE CALL THE SECURITIES VOTING AGENT, FINANCIAL BALLOTING GROUP LLC AT (646) 282-1800.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered
)	

MASTER BALLOT FOR ACCEPTING OR REJECTING DEBTORS' JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

<p>CLASS H-4: CCH II NOTES CLAIMS</p> <p>Charter Communications, Inc., Class H-4 CCH II Notes Claims</p> <p>YOUR MASTER BALLOT MUST BE <u>RECEIVED BY THE SECURITIES VOTING AGENT, BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, THE VOTING DEADLINE, OR THE VOTES REPRESENTED BY YOUR MASTER BALLOT WILL NOT BE COUNTED.</u></p>

The above-captioned debtors (collectively, the "Debtors" or "Charter"), have filed the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"). The Plan is annexed as Exhibit A to the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Disclosure").

MASTER BALLOT CODE

This Ballot is applicable for all CCH II Notes Claims Master Ballots.

Statement)¹ The Bankruptcy Court has approved the Disclosure Statement, which provides information to assist creditors in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

The claims (collectively, the “CCH II Notes Claims”) consist of any Claim against a Debtor by Holders of CCH II Notes on account of CCH II Notes.

This Master Ballot is to be used by you, as a broker, bank or other nominee (or as their proxy holder or agent), for beneficial owners, as of April 17, 2009, to transmit the votes of such beneficial owners to accept or reject the Plan. Please take any action required to enable each beneficial owner to timely vote its CCH II Notes Claims to accept or reject the Plan.

Before you transmit such votes, please carefully review the Disclosure Statement and the voting procedures. If you do not have a copy of the Disclosure Statement, you may obtain such copy by contacting Charter’s securities voting agent (the “Securities Voting Agent”), Financial Balloting Group LLC, at (646) 282-1800. **THIS MASTER BALLOT RELATES ONLY TO VOTES CAST ON ACCOUNT OF THE CCH II NOTES.**

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF CHARTER OR THE SECURITIES VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS RECEIVED BY THE SECURITIES VOTING AGENT ON OR BEFORE THE VOTING DEADLINE BY 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND RECEIVED ON OR BEFORE THE VOTING DEADLINE AND THE VOTING DEADLINE IS NOT EXTENDED, THE VOTES TRANSMITTED BY THIS MASTER BALLOT WILL NOT BE COUNTED.

You should review the Disclosure Statement, the Plan and the instructions contained herein before you transmit votes. You or the beneficial owners of the CCH II Notes for whom you are the nominee may wish to seek legal advice concerning the Plan and the classification and treatment of the CCH II Notes Claims under the Plan. Such Claims have been placed in Class H-4 under the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you and the beneficial owners of the CCH II Notes for whom you are the nominee, whether or not such beneficial owners vote and whether or not any votes are transmitted by this Master Ballot.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan.

Item 1. Certification of Authority to Vote. The undersigned certifies that it (please check the applicable box):

- is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the CCH II Notes listed in Item 2 below as of April 17, 2009, or is the registered holder of such securities; or
- is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee or a beneficial owner that on April 17, 2009 was the holder of the aggregate principal amount of the CCH II Notes listed on Item 2 below; or
- is acting under a proxy granted by a broker, bank, or other nominee for the beneficial owners (please attach a copy of the proxy to the Master Ballot),

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial owners of the CCH II Notes listed in Item 2.

Item 2. CCH II Notes Claims (Class H-4) Vote on Plan – Number of Beneficial Owners. The undersigned certifies that the following beneficial owners of the CCH II Notes, as identified by their respective customer account numbers, were beneficial owners of the CCH II Notes on April 17, 2009 and have delivered to the undersigned, as nominee, properly executed Ballots casting votes as indicated and containing instructions for the casting of those votes on their behalf (indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. For purposes of this Master Ballot, accrued or unmatured interest should not be included. **Please note: Each beneficial owner must vote all of their Class H-4 CCH II Notes Claims either to accept or reject the Plan and may not split such vote.**)

ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

Customer Name or Account Number for Each Beneficial Owner	Face Amount of CCH II Notes	
	Accept the Plan	Reject the Plan
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
TOTALS	\$	\$

IF YOU ARE ACTING AS A NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF CCH II NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

Item 3: Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that it has transcribed below the information, if any, provided in Item 3 of each Ballot received from a beneficial owner:

Your Customer Name or Account Number for Each Beneficial Owner of the CCH II Notes that Completed Item 3	Transcribe From Item 3 of Beneficial Owner Ballot			
	Account Number	Name of Bank, Broker or Other Nominee Through Which Other CCH II Notes are Held	Principal Amount of Other CCH II Notes Voted	Debt Issue (Maturity and Coupon or CUSIP number) of Other CCH II Notes Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

Item 4: Certification. By signing this Master Ballot, the undersigned certifies that each beneficial owner of the CCH II Notes listed in Item 2, above, has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and certifies and acknowledges that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement.

Name of Broker, Bank or other Nominee:

(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Broker,
Bank or Other Nominee (if applicable):

(Print or Type)

Signature: _____

Print Name: _____

Title: _____

(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date Completed: _____

THIS MASTER BALLOT MUST BE RECEIVED BY THE SECURITIES VOTING AGENT AT THE ADDRESS LISTED BELOW, BEFORE 5:00 P.M., (PREVAILING EASTERN TIME), ON JUNE 15, 2009, OR THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.

**CHARTER BALLOT PROCESSING
C/O FINANCIAL BALLOTING GROUP LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK, NEW YORK 10017**

PLEASE NOTE: THE SECURITIES VOTING AGENT WILL NOT ACCEPT BALLOTS OR MASTER BALLOTS BY FACSIMILE TRANSMISSION OR ELECTRONIC MAIL.

ANY BALLOT THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR A REJECTION OF THE PLAN, OR THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

VOTING DEADLINE/VOTING AGENT:

The Voting Deadline is 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009. To have the vote of your customers count, you must complete, sign, and return this Master Ballot so that it is received by the Securities Voting Agent at the following address no later than the Voting Deadline:

Charter Ballot Processing
c/o Financial Balloting Group LLC
757 Third Avenue, 3rd Floor
New York, New York 10017
(646) 282-1800

If you are both the registered owner and beneficial owner of any principal amount of the CCH II Notes and you wish to vote such CCH II Notes: You may complete, execute, and return to the Securities Voting Agent a Ballot with respect to the CCH II Notes that you as beneficial owner wish to vote.

If you are transmitting the votes of any beneficial owners of CCH II Notes other than yourself, you may:

Deliver the Ballot to the beneficial owner, along with the Disclosure Statement and other materials requested to be forwarded within five (5) business days of the receipt of such materials, and take the necessary actions to enable such beneficial owner to (i) complete and execute such Ballot voting to accept or reject the Plan with respect to its Claim(s), and (ii) return the completed, executed Ballot to you in sufficient time to enable you to complete the Master Ballot and deliver it to the Securities Voting Agent before the Voting Deadline of 5:00 p.m., (Prevailing Eastern Time), on June 15, 2009; and

With respect to all Ballots returned to you, you must properly complete the Master Ballot, as follows:

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. In Item 2 of this Master Ballot, indicate the votes to accept or reject the Plan, as transmitted to you by the beneficial owners of the CCH II Notes. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). **IMPORTANT: BENEFICIAL OWNERS MAY NOT SPLIT THEIR VOTES. EACH BENEFICIAL OWNER MUST VOTE ALL OF THEIR CCH II NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE SECURITIES VOTING AGENT IMMEDIATELY.** Any Ballot or Master Ballot which is validly executed but (i) which does not indicate acceptance or rejection of the Plan by the indicated beneficial owner, or (ii) indicates both an acceptance and rejection of the Plan by the indicated beneficial owner, will not be counted as to such beneficial owner;
- c. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial owner from Item 3 of each completed Ballot relating to the CCH II Notes Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. In Item 4, sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Securities Voting Agent to arrange for delivery of the completed Master Ballot to its offices; and

- h. Deliver the completed, executed Master Ballot so as to be received by the Securities Voting Agent before the Voting Deadline. For each completed, executed Ballot returned to you by a beneficial owner, either forward such Ballot (along with your Master Ballot) to the Securities Voting Agent or retain such Ballot in your files for one year from the Voting Deadline.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.

No Ballot or Master Ballot shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any broker, bank, dealer, nominee, or other person for soliciting Ballots accepting the Plan. Charter will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Ballots and other enclosed materials to the beneficial owners of the CCH II Notes held by you as a nominee or in a fiduciary capacity.

No Master Ballot may be submitted by email or facsimile.

<p>IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER BALLOT, BALLOTS, THE DISCLOSURE STATEMENT, OR OTHER RELATED MATERIALS, PLEASE CALL THE SECURITIES VOTING AGENT, FINANCIAL BALLOTING GROUP LLC AT (646) 282-1800.</p>
--

EXHIBIT C

Confirmation Hearing Notice

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Ray C. Schrock
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

Counsel to the Debtors and Debtors in Possession
Other Than Charter Investment, Inc.

- and -

Albert Togut
Frank A. Oswald
TOGUT, SEGAL & SEGAL LLP
One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Counsel to the Debtor and Debtor in Possession
Charter Investment, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered
)	

**NOTICE OF ORDER (I) APPROVING THE
DISCLOSURE STATEMENT, (II) ESTABLISHING A RECORD
DATE FOR VOTING ON THE PLAN OF REORGANIZATION AND THE
RIGHTS OFFERING, (III) APPROVING SOLICITATION PACKAGES AND
PROCEDURES FOR THE DISTRIBUTION THEREOF, (IV) APPROVING
THE RIGHTS OFFERING PROCEDURES AND RIGHTS EXERCISE
FORM, (V) APPROVING THE FORMS OF BALLOTS AND MANNER
OF NOTICE, (VI) APPROVING THE COMMITMENT AGREEMENT,
(VII) APPROVING THE COMMITMENT FEES, (VIII) ESTABLISHING
PROCEDURES FOR VOTING ON THE PLAN AND (IX) ESTABLISHING
NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PLAN**

TO ALL CREDITORS, EQUITY INTEREST HOLDERS AND PARTIES IN INTEREST,
PLEASE TAKE NOTICE THAT:

1. Disclosure Statement and Solicitation Procedures. On May 7, 2009, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) approving, among other things, (a) the Debtors’ Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors’ Joint Plan of Reorganization, dated May 7, 2009 (the “Disclosure Statement”), as providing adequate information for holders of claims against, or interests in, the Debtors to make a decision as to whether to accept or reject the Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Plan”); (b) the procedures for a rights offering (the “Rights Offering Procedures”); and (c) the procedures for solicitation of votes to accept or reject the Plan and the tabulation of such votes on the Plan (the “Solicitation Procedures”).¹
2. Solicitation Procedures. Pursuant to the Disclosure Statement Order, holders of claims against and interests in the above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Charter”)² will receive the appropriate solicitation materials, including a copy of this notice (collectively, the “Solicitation Packages”).

¹ All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in Plan.

² The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications
(Continued...)

3. Voting Classes. Any holder of a Claim as of April 17, 2009, the voting record date established by the Disclosure Statement Order (the “Record Date”) that pursuant to the Plan is entitled to vote to accept or reject the Plan will be mailed a ballot form (a “Ballot”) as part of the Solicitation Package such holder will receive. Such Holders include Holders of Claims in Classes A-3, A-4, B-3, B-4, C-3, C-4, D-3, E-3, E-4, F-3, F-4, G-3, G-4, H-3, H-4, I-5, J-2, and J-6 (collectively, the “Voting Classes”)
4. Voting Deadline. The Disclosure Statement and Disclosure Statement Order require votes to accept or reject the Plan to be actually received by Kurtzman Carson Consultants LLC (“KCC” or the “Voting and Claims Agent”) or Financial Balloting Group LLC (“FBG or the Securities Voting Agent”), as applicable, **no later than 5:00 p.m. (prevailing Eastern Time), on June 15, 2009** (the “Voting Deadline”).
5. Confirmation Hearing. A hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will be held on **July 20, 2009 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004-1408 before the Honorable James M. Peck, United States Bankruptcy Judge. The Confirmation Hearing may be continued from time to time without further notice, including by announcement of the adjournment date(s) at the Confirmation Hearing or any continued hearing. Notwithstanding the foregoing, notice of any such adjournments will be set forth on (a) the Court’s website at www.nysb.uscourts.gov for registered users of the Public Access to Court Electronic

Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

Records (PACER) system and (b) the website of Kurtzman Carson Consultants LLC, the Debtors' Voting and Claims Agent, at www.kccllc.net/charter.

6. Solicitation Materials. In accordance with the Solicitation Procedures, Solicitation Packages will be mailed to: (a) all persons or entities that filed proofs of Claim on or before the Record Date, except to the extent a Claim was paid pursuant to, or expunged by, a prior order of the Bankruptcy Court, (b) all persons or entities listed in the Debtors' Schedules as holding liquidated, noncontingent, and undisputed Claims in an amount greater than zero, (c) the registered holders of the Debtors' debt and equity securities including options to purchase such securities, as of the Record Date, and (d) all other known creditors of the Debtors as of the Record Date.
7. Voting Procedures. Any holder of a Claim that the Debtors believe is entitled to vote on the Plan has been mailed a Ballot and appropriate instructions for voting on the Plan. For any vote to accept or reject the Plan to be counted, a Ballot or Master Ballot must be completely filled out, executed and returned so that it is actually received by the Voting and Claims Agent or Securities Voting Agent, as applicable, **no later than 5:00 p.m. (prevailing Eastern Time), on June 15, 2009** at Kurtzman Carson Consultants LLC, 2335 Alaska Ave., El Segundo, California 90245, Attn: Charter Communications, Inc. or Charter Balloting Center c/o Financial Balloting Group LLC, 757 Third Avenue, 3rd Floor, New York, New York 10017, as applicable.
8. Creditors who are entitled to vote on the Plan are urged to read all instructions on their Ballots carefully to ensure that their Ballots are properly completed and timely submitted. Any failure to follow the instructions included on the Ballot may disqualify a vote.
9. Rights Offering Procedures. Existing Holders of CCH I Notes that are accredited investors or qualified institutional buyers, as defined in Rule 501 of Regulation D or Rule 144A promulgated under the Securities Act of 1933, are eligible to exercise rights to purchase shares of new Class A common stock of the reorganized Debtors. In order to participate in the Rights Offering, such a holder must (a) complete all required information on the rights offering subscription exercise form (the "Rights Exercise Form"), (b) execute the Rights Exercise Form, and (c) return the completed Rights Exercise Form to the address indicated on the Rights Offering Subscription Exercise Form so that it is properly received by the Rights Offering Deadline. Any failure to follow the instructions included with the Rights Exercise Form, or to return a properly completed Rights Exercise Form so that it is received after the Rights Offering Deadline, may disqualify the election.
10. Notice of Non-Voting Status. Holders of Claims and Equity Interests in the following Classes will not receive Ballots. Such holders shall instead receive Notices of Non-Voting Status in connection with the Plan.
 - (a) Holders of Claims in Classes A-1, A-2, B-1, B-2, C-1, C-2, D-1, D-2, E-1, E-2, F-1, F-2, G-1, G-2, H-1, H-2, I-1, I-2, I-3, I-4, J-1, J-3, J-4, and J-5 and Holders of Equity Interests in Classes I-6 and J-7 are, in the Debtors' opinion, Unimpaired and conclusively presumed to accept the Plan.

- (b) Holders of Claims in Classes A-5, C-5, D-4, E-5, F-5, G-5, and H-5 and Holders of Equity Interests in Classes A-6, C-6, D-5, E-6, F-6, G-6, and H-6 will receive no distribution on account of such interests and are deemed to reject the Plan.
11. Objections. Objections, if any, to the confirmation of the Plan, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall set forth the name of the objectant, the nature and amount of claims or interests held or asserted by the objectant against the Debtors' estates or property, the basis for the objection, and the specific grounds therefor, and shall be filed with the Bankruptcy Court electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's case filing system and, by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers) and served in accordance with General Order M-242 upon (a) Kirkland & Ellis LLP, 153 E. 53rd Street, New York, New York 10022-4675 (Attn: Stephen E. Hessler, Esq.), (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st floor, New York, New York 10004 (Attn: Paul Schwartzberg), (c) Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Attn: Peter V. Pantaleo), counsel to the agent for the Debtors' prepetition first lien credit facility, (d) Nixon Peabody LLP, 437 Madison Avenue, New York, New York 10022 (Attn: Michele Ross), counsel to the agent for the Debtors' prepetition junior facility and certain of the lenders thereunder, (e) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Daniel J. Saval), counsel to the agent for the Debtors' prepetition junior facility and certain of the lenders thereunder, (f) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn: Alan W. Kornberg), counsel to the agent for the Debtors' unofficial committee of unaffiliated holders of those certain CCH I and CCH II notes issuances, (g) Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway, New York, New York 10019 (Attn: David S. Rosner), counsel to the unofficial committee of unaffiliated holders of those certain CCH II note issuances, (h) Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036 (Attn: Jay M. Goffman), counsel to Vulcan, Inc., (i) Togut, Segal & Segal, LLP, One Penn Plaza, New York, New York 10019 (Attn: Albert Togut and Frank Oswald), counsel to Charter Investment, Inc., and (j) Ropes & Gray LLC, 1211 Avenue of the Americas, New York, New York 10036 (Attn: Mark. R. Somerstein and Keith Wofford), so as to be actually received **no later than July 13, 2009 at 4:00 p.m., (prevailing Eastern Time).**
12. Releases, Exculpations, And Injunctions. **PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS. THESE PROVISIONS ARE FOUND IN ARTICLE X. D AND E, ARTICLE X. F, AND ARTICLE X. G, RESPECTIVELY. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**
13. Additional Copies of Documents. Copies of the Plan and the Disclosure Statement will be available for review at (a) the Office of the Clerk, United States Bankruptcy Court for

the Southern District of New York, One Bowling Green, New York, New York 10004-1408, and (b) on the Court's website at www.nysb.uscourts.gov.com. Copies of the Plan, the Disclosure Statement, and the Solicitation Materials will also be available: (a) on the website of the Voting and Claims Agent, Kurtzman Carson Consultants LLC, at www.kccllc.net/charter; (b) upon request from Charter Communications, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Ave., El Segundo, California 90245; or (c) by contacting Kurtzman Carson Consultants LLC at (866) 967-0266.

New York, New York
Dated: May [], 2009

/s/ Paul M. Basta

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Ray C. Schrock
KIRKLAND & ELLIS LLP
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Chicago, Illinois 60654
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

Counsel to the Debtors
and Debtors in Possession

- and -

Albert Togut
Frank A. Oswald
TOGUT, SEGAL & SEGAL LLP
One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Counsel to Debtor
Charter Investment, Inc.

EXHIBIT D

Disclosure Statement Hearing Notice

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Ray C. Schrock
KIRKLAND & ELLIS LLP
200 East Randolph Drive
Chicago, Illinois 60601-6636
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

Proposed Counsel to the Debtors and Debtors in Possession
(other than Charter Investment, Inc.)

- and -

Albert Togut
Frank A. Oswald
TOGUT, SEGAL & SEGAL LLP
One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Proposed Counsel to Debtor and Debtor in Possession
Charter Investment, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Jointly Administered
)

NOTICE OF DISCLOSURE STATEMENT HEARING

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF EQUITY INTERESTS AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on March 27, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Charter”)¹ filed the (i) Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the “Plan”) and the (ii) disclosure statement for the Plan (the “Disclosure Statement”).²

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT a hearing will held before the Honorable James M. Peck, United States Bankruptcy Judge, on April 29, 2009 at 10:00 a.m. (Prevailing Eastern Time), in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004-1408 (the “Disclosure Statement Hearing”), to consider the entry of an order approving, among other things, (i) the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (ii) procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and (iii) April 17, 2009 as the record date for determining Holders of Claims that are eligible to vote on the Plan. Please be advised that the Disclosure Statement Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on the Notice Parties and parties who have filed objections to the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan or related documents, you should contact Kurtzman Carson Consultants LLC, the voting and claims agent retained by the Debtors in these chapter 11 cases, by: (i) calling the Debtors’ restructuring hotline at (866) 967-0266; (ii) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/charter> and/or (iii) writing to Charter Balloting Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the adequacy of the Disclosure Statement or the relief sought in connection therewith must: (i) be made in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the Southern District of New York; (iii) state with particularity the legal and factual basis for the objection; and (iv) be filed with the Bankruptcy Court (contemporaneously with a proof of service), and served upon the following parties so as to be actually received by each of following parties on or before **April 27, 2009 at 4:00 p.m. (Prevailing Eastern Time)**:

Kirkland & Ellis LLP
Attn: Paul M. Basta
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Counsel to the Debtors

Simpson Thacher & Bartlett LLP
Attn: Peter V. Pantaleo
425 Lexington Avenue
New York, New York 10017-3954
Counsel to the Agent for the Debtors' Prepetition First Lien Facility

Nixon Peabody LLP
Attn: Michelle Ross
437 Madison Avenue
New York, New York 10022
Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Brown Rudnick LLP
Attn: Daniel J. Saval
7 Times Square
New York, New York 10036
Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Attn: Alan W. Kornberg
1285 Avenue of the Americas
New York, New York 10019-6064
Counsel to the Agent for the Debtors' Unofficial Committee of Unaffiliated Holders of Those Certain CCH I and CCH II Notes Issuances

Kasowitz, Benson, Torres & Friedman LLP
Attn: David S. Rosner
1633 Broadway
New York, New York 10019
Counsel to the Unofficial Committee of Unaffiliated Holders of Those Certain CCH II Note Issuances

Skadden, Arps, Slate, Meagher & Flom LLP
Attn: Jay M. Goffman
4 Times Square
New York, New York 10036
Counsel to Vulcan, Inc.

Togut, Segal & Segal LLP
Attn: Albert Togut
Attn: Frank Oswald
One Penn Plaza
New York, New York 10119
Counsel to Charter Investment, Inc.

The Office of the United States Trustee for the Southern District of New York
Attn: Paul Schwartzberg
33 Whitehall Street, 21st Floor
New York, New York 10004

New York, New York
Dated: March 31, 2009

/s/ Paul M. Basta

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Telephone: (212) 446-4800
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- and -

Ray C. Schrock
KIRKLAND & ELLIS LLP
200 East Randolph Drive
Chicago, Illinois 60601-6636
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

Proposed Counsel to the Debtors
and Debtors in Possession (other than Charter
Investment, Inc.)

- and -

Albert Togut
Frank A. Oswald
TOGUT, SEGAL & SEGAL LLP
One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Proposed Counsel to Debtor and Debtor in
Possession Charter Investment, Inc.

EXHIBIT E

Solicitation Procedures

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered

CHARTER COMMUNICATIONS, INC.
SOLICITATION AND TABULATION PROCEDURES

The following procedures (the “Solicitation Procedures”) are adopted with respect to (a) the distribution of Ballots and other solicitation materials with respect to the Plan and (b) the return and tabulation of Ballots and Master Ballots.¹

1. **Definitions**

- (a) **Plan** means the Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code, dated May 7, 2009.
- (b) **Ballot** means a form of ballot approved by the Court in the Disclosure Statement Order.
- (c) **Beneficial Owner** means a beneficial owner of Charter Communications, Inc. Notes, Charter Communications Holdings, LLC Notes, CCH I Holdings, LLC Notes, CCH I, LLC Notes, or CCH II, LLC Notes (collectively, the “Notes”) for whom a Nominee acts.
- (d) **Confirmation Hearing** means the hearing on the confirmation of the Plan, as such hearing may be adjourned from time to time.
- (e) **Confirmation Hearing Notice** means a notice of the Confirmation Hearing, substantially in the form attached to the Disclosure Statement Order as **Exhibit B**.
- (f) **Confirmation Objection Deadline** means, July 13, 2009 at 4:00 p.m. (prevailing Eastern Time).

¹ All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

- (g) **Disclosure Statement** means the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization approved by the Court in the Disclosure Statement Order.
- (h) **Disclosure Statement Order** means the Order (I) Approving the Disclosure Statement; (II) Establishing a Record Date for Voting on the Plan of Reorganization; (III) Approving Solicitation Packages and Procedures for the Distribution Thereof; (IV) Approving the Rights Offering Procedures and Rights Offering Forms; (V) Approving the Forms of Ballots and Manners of Notice; (VI) Approving the Commitment Agreement; (VII) Approving the Commitment Fees, (VIII) Establishing Procedures for Voting on the Plan; and (IX) Establishing Notice and Objection Procedures for Confirmation of the Plan.
- (i) **Master Ballot** means a form of ballot, approved by the Court in the Disclosure Statement Order, submitted by a Nominee on behalf of one of more Beneficial Owners.
- (j) **Nominees** means the brokers, banks, dealers, or nominees for Beneficial Owners of the Notes as identified in the Plan, for purposes of soliciting votes on the Plan.
- (k) **Notice of Non-Voting Status (Unimpaired Classes)** means the notice of non-voting status that the Holders of Claims in Classes A-1, A-2, B-1, B-2, C-1, C-2, D-1, D-2, E-1, E-2, F-1, F-2, G-1, G-2, H-1, H-2, I-1, I-2, I-3, I-4, J-1, J-3, J-4, and J-5 and Holders of Equity Interests in Classes I-6 and J-7 (collectively, the "Non-Voting Status-Unimpaired Classes") who are deemed to accept the Plan will receive in lieu of the Solicitation Materials. A copy of the Notice of Non-Voting Status-Unimpaired Classes is attached to the Disclosure Statement Order substantially in the form of **Exhibit H**.
- (l) **Notice of Non-Voting Status (Impaired Classes)** means the notice the Holders of Claims in Classes A-5, C-5, D-4, E-5, F-5, G-5 and H-5 and Holders of Equity Interests in Classes A-6, C-6, D-5, E-6, F-6, G-6 and H-6 (collectively, the "Non-Voting Status-Impaired Classes") who are deemed to reject the Plan will receive in lieu of the Solicitation Materials. A copy of the Notice of Non-Voting Status-Impaired Classes is attached to the Disclosure Statement Order substantially in the form of **Exhibit I**.
- (m) **Record Amount** means the principal amount of Notes held as of the Record Date
- (n) **Record Date** means April 17, 2009, the date set for purposes of determining which Holders of Claims and Equity Interests are entitled to receive Solicitation Materials and, where applicable, vote on the Plan or participate in the Rights Offering.
- (o) **Securities Voting Agent** means the Debtors' securities voting agent, Financial Balloting Group LLC.

- (p) **Solicitation Materials** means, and will consist of: (i) the Disclosure Statement Order (together with a copy of these Solicitation Procedures); (ii) the Disclosure Statement (together with the Plan); (iii) a form of Ballot and/or Master Ballot, as appropriate, together with a return envelope; and (iv) the Rights Offering Procedures and a Rights Exercise Form, together with a return envelope, if applicable.
- (q) **Solicitation Packages** means, and will consist of, all of the following:
- (i) the Confirmation Hearing Notice; and
 - (ii) either
 - the Solicitation Materials; or
 - a Notice of Non-Voting Status and the Disclosure Statement Order;
- (r) **Solicitation Date** means the date by which the Debtors will complete distribution of the Solicitation Packages, which shall be no later than seven (7) days after the Disclosure Statement Order is entered.
- (s) **Tabulation Rules** means the rules set forth herein for the temporary allowance of Claims solely for the purposes of voting to accept or reject the Plan.
- (t) **Voting and Claims Agent** means the Debtors' voting and claims agent, Kurtzman Carson Consultants LLC.
- (u) **Voting Deadline** means **June 15, 2009 at 5:00 p.m. (prevailing Eastern Time)**, the date set by the Court as the deadline for receipt of Ballots and Master Ballots by the Securities Voting Agent or Voting and Claims Agent, as applicable.

2. Publication of Confirmation Hearing Notice:

- (a) The Debtors shall use their reasonable best efforts to publish a notice substantially in the form of the Confirmation Hearing Notice not less than twenty-five (25) calendar days before the Confirmation Objection Deadline once each in the national editions of The Wall Street Journal and USA Today and The St. Louis Post-Dispatch.
- (b) Additionally, the Confirmation Hearing Notice will be posted electronically at www.kccllc.net/charter.

3. Distribution of Solicitation Packages and Solicitation Materials:

- (a) **Timing of Distribution.** The Debtors will distribute the Solicitation Materials and Solicitation Packages to all applicable parties by the Solicitation Date.
- (b) **Solicitation Packages.** The Debtors shall distribute Solicitation Packages to
- (i) all persons or entities that filed proofs of Claim on or before the Record Date,

except to the extent a Claim was paid pursuant to, or expunged by, a prior order of the Bankruptcy Court, (ii) all persons or entities listed in the Debtors' Schedules as holding liquidated, noncontingent, and undisputed Claims in an amount greater than zero, (iii) the registered holders of the Debtors' debt and equity securities, including options to purchase such securities, as of the Record Date, and (iv) all other known creditors of the Debtors as of the Record Date.

- (c) **Duplicate Claims.** With respect to any creditor who has filed duplicate Claims against the Debtors (whether against the same or multiple Debtors), which are classified under the Plan in the same Class, the Debtors shall provide to such creditor only one Solicitation Package and one Ballot for voting their Claims with respect to that class.
- (d) **Other Solicitation Materials.** The Debtors will distribute (i) the Disclosure Statement Order, together with these Solicitation Procedures, (ii) the Confirmation Hearing Notice and (iii) the Disclosure Statement, together with the Plan to the following parties by the Solicitation Date: (i) the Office of the United States Trustee for the Southern District of New York; (ii) counsel to the Creditors' Committee; (iii) counsel to the agent under the Debtor's prepetition first lien credit facility; (iv) counsel to the agent under the Debtor's prepetition junior credit facility; (v) the counterparties to those certain interest rate swap agreements with CCO; (vi) counsel to the unofficial committee of unaffiliated holders of those certain CCH I and CCH II notes issuances; (vii) counsel to the unofficial committee of unaffiliated holders of those certain CCH II note issuances; (viii) the indenture trustees for those indentures to which a Debtor is a party; (ix) counsel to Vulcan Inc.; (x) counsel to Charter Investments, Inc.; (xi) the Internal Revenue Service; (xii) the Securities and Exchange Commission; (xiii) the Federal Communications Commission; (xiv) the Office of the Attorney General in all of the states in which the Debtors operate; and (xv) any applicable state public utilities commissions required to receive notice under the Bankruptcy Rules or Local Rules, (xvi) all landlords and other parties to Executory Contracts and/or Unexpired Leases, (xvii) all administrative creditors of the Debtors; (xviii) all parties who have submitted a written demand against the Debtors and (ix) all other parties in interest that have filed requests for notice pursuant to Bankruptcy Rule 2002 in the Debtors' chapter 11 cases.
- (e) **Procedures for Nominees.** Each Nominee shall (i) forward the Solicitation Package to each Beneficial Owner for voting and include a return envelope provided by and addressed to the Nominee so that the Beneficial Owner may timely return the completed beneficial owner ballot to the Nominee, (ii) upon receipt of the Ballots, summarize the individual votes of its respective Beneficial Owners on the Master Ballot, and (iii) submit the Master Ballot to the Securities Voting Agent by the Voting Deadline or follow the procedures outlined below with respect to prevalidation.
- (f) **Notices of Non-Voting Status.** The Debtors shall mail the appropriate Notice of Non-Voting Status to the Holders of Claims not entitled to accept or reject the

Plan pursuant to sections 1126(f) or 1126(g) of the Bankruptcy Code and the Notices of Non-Voting Status shall provide that a copy of the Plan and Disclosure Statement may be viewed at www.kccllc.net/charter or obtained free of charge by contacting the Voting and Claims Agent at (866) 967-0266.

4. **Determination of Amount of Claims for Voting Purposes.** Solely for purposes of voting to accept or reject the Plan, and not for the purpose of making distributions on account of a Claim, and without prejudice to the rights of the Debtors or any other party in interest in any other context, each Claim within a Class of Claims entitled to vote to accept or reject the Plan shall be temporarily allowed in an amount equal to the amount of such Claim as set forth in a timely filed proof of Claim, or, if no proof of Claim was filed, the amount of such Claim as set forth in the Schedules, in accordance with, and subject to, the Tabulation Rules described below:

(a) General Tabulation Rules.

- (i) A Claim for which a proof of Claim has been timely filed and asserts both a liquidated and unliquidated amount shall be temporarily allowed for voting purposes, subject to the other Tabulation Rules, only in the liquidated amount of such Claim;
- (ii) A Claim that is not contingent, unliquidated or disputed, for which a proof of Claim has been timely filed, which is not listed on the Schedules and for which no objection to such Claim has been filed on or before the Voting Deadline shall be temporarily allowed for voting purposes in the amount set forth in the proof of Claim;
- (iii) A Claim that by its terms is contingent, unliquidated or disputed, based on a timely filed proof of Claim or listed as such on the Schedules, shall, subject to the claimant's right to file a motion pursuant to Bankruptcy Rule 3018(a), be temporarily allowed for voting purposes only in an amount equal to one dollar (\$1.00);
- (iv) If the Debtors have served and filed an objection to a Claim at least ten (10) calendar days prior to the Voting Deadline, such Claim shall, subject to the claimant's right to file a motion pursuant to Bankruptcy Rule 3018(a), be temporarily allowed for voting purposes only in an amount equal to the greater of (a) the undisputed amount of such Claim, if any, as set forth in such objection or (b) one dollar (\$1.00);
- (v) Notwithstanding any other Tabulation Rule, a Claim that has been estimated or otherwise allowed for voting purposes by order of the Court shall be temporarily allowed for voting purposes in the amount so estimated or allowed by the Court; and
- (vi) A Claim for which the Claim Holder identifies a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Rules shall be temporarily allowed for voting

purposes in the amount calculated in accordance with the Tabulation Rules.

- (b) Allowed Claims. Notwithstanding any other Tabulation Rule, a Claim that is deemed allowed in accordance with the Plan shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan.
 - (c) Rejection Damages Claims. Any Claim filed as a protective Claim for rejection damages related to an executory contract or an unexpired lease that the Debtors **have not rejected** as of the Voting Deadline shall be temporarily disallowed for voting purposes, and to the extent that such Claim is solely for rejection damages, any related Ballot shall not be counted as having voted for or against the Plan.
5. **Return of Ballots By Voting Deadline:** For a vote to accept or reject the Plan to be counted, all required information on the Ballot must be completed, the Ballot must be executed and the completed Ballot must be returned as directed on the Ballot so that it (or the Master Ballot) is actually received by the Securities Voting Agent or the Voting and Claims Agent, as applicable, **no later than 5:00 p.m. (prevailing Eastern Time) on June 15, 2009** at Charter Ballot Processing, c/o Financial Balloting Group LLC, 757 Third Avenue, 3rd Floor, New York, NY 10017 or at Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, Los Angeles, CA 90245, Attn: Charter Communications, Inc., as applicable.
6. **Ballots Excluded:** A Ballot or Master Ballot will not be counted if any of the following applies to the Ballot or Master Ballot, subject to the Debtors' right to waive such defects in accordance with these Solicitation Procedures:
- (a) The Ballot and Master Ballot is received by the Securities Voting Agent or Voting and Claims Agent, as applicable, after the Voting Deadline.
 - (b) The Ballot (or a group of Ballots received from a single creditor or interest holder with respect to the Notes) partially rejects and partially accepts the Plan.
 - (c) The Ballot or Master Ballot is received by facsimile, e-mail or any other electronic means.
 - (d) The Ballot or Master Ballot is not timely received by the Securities Voting Agent or Voting and Claims Agent, as applicable, but is sent to the Debtors, any indenture trustee or the Debtors' financial or legal advisors.
7. **General Tabulation Procedures and Assumptions:**
- The following tabulation procedures for Ballots and Master Ballots shall be utilized:
- (a) Creditors (including Beneficial Holders of Claims in Voting Classes) must vote all of their Claims in a particular Class either to accept or reject the Plan and may not split their votes with respect to such Claims within a particular Class;

- (b) The method of delivery of the Ballots and Master Ballots to be sent to the Securities Voting Agent or Voting and Claims Agent, as applicable, is at the election and risk of each Holder of a Claim and (if applicable) Nominee, and will be deemed made only when the original executed Ballot or Master Ballot is actually received by the Securities Voting Agent or Voting and Claims Agent, as applicable;
- (c) If multiple Ballots are received from, or on behalf of, an individual Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest dated Ballot timely received will be deemed to reflect the intent of such Holder and to supercede and revoke any prior Ballot with respect to such Claim;
- (d) If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, attorney-at-law, or other person acting in a fiduciary or representative capacity, such person shall be required to indicate such capacity when signing, and the Debtors may request proper evidence prior to accepting such Ballot;
- (e) The Debtors, in their sole discretion, subject to any contrary order of the Court, may waive any defect in any Ballot or Master Ballot at any time, whether before or after the Voting Deadline;
- (f) Any Holder of a Claim entitled to vote who has delivered a valid Ballot may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
- (g) Subject to any contrary order of the Court, the Debtors reserve the absolute right to reject any and all Ballots or Master Ballots not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, not be in accordance with the provisions of this Order or the Bankruptcy Code;
- (h) If no votes to accept or reject the Plan are received with respect to a particular Class, such Class shall be deemed to have voted to accept the Plan;
- (i) Unless waived by the Debtors pursuant to section (f) above, or as ordered by the Court, any defects or irregularities in connection with the deliveries of the Ballots or Master Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots or Master Ballots will not be deemed to have been made until such irregularities have been cured or waived; and
- (j) Except as may be provided by Local Bankruptcy Rule 3018-1(b) and unless otherwise ordered by the Court, with respect to a Ballot or Master Ballot received prior to the Voting Deadline, neither the Debtors, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots or Master Ballots nor will any of them incur liabilities for failure to provide such notification.

8. Additional Procedures for Master Ballots and Ballots cast by Nominees and Beneficial Owners:

- (a) Tabulation Rules for Master Ballots and Ballots Cast by Nominees and Beneficial Owners:
- (i) With respect to the tabulation of Master Ballots and Ballots cast by Nominees and Beneficial Owners, for purposes of voting, the amount that will be used to tabulate acceptance or rejection of the Plan will be the Record Amount and the following additional rules will apply to the tabulation of Master Ballots and Ballots cast by Nominees and Beneficial Owners:
 - (ii) Votes cast by Beneficial Owners through Nominees will be applied against the positions held by such Nominees in the Notes as of the Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee will not be counted in excess of the Record Amount of such securities held by such Nominee.
 - (iii) If conflicting votes or “over-votes” are submitted by a Nominee, the Debtors will attempt to reconcile discrepancies with the Nominees.
 - (iv) If over-votes on a Master Ballot are not reconciled prior to the preparation of the vote certification, the Debtors will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in the Notes.
 - (v) For purposes of tabulating votes, each Nominee or Beneficial Owner will be deemed to have voted only the principal amount of its Notes, although the Securities Voting Agent may be asked to adjust such principal amount to reflect the claim amount, including prepetition interest.
 - (vi) A single Nominee may complete and deliver to the Securities Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest dated Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supercede and revoke any prior Master Ballot.

9. Transferred Claim Procedures:

- (a) **Pre-Record Date Transfers.** With respect to a transferred Claim, the transferee shall be entitled to receive a Solicitation Package and, if the Holder of such Claim is entitled to vote with respect to the Plan, cast a Ballot on account of such Claim only if (a) all actions necessary to effectuate the transfer of the Claim, pursuant to Bankruptcy Rule 3001(e), have been completed by the Record Date, or (b) the transferee files and the Court has docketed by the Record Date (i) the

documentation required by Bankruptcy Rule 3001(e), to evidence the transfer, and (ii) a sworn statement of the transferor supporting the validity of the transfer.

- (b) **Post-Record Date Transfers.** In the event a Claim is transferred after the Record Date, the transferee of such Claim shall be bound by any vote and/or election to participate in the Rights Offering, as the case may be, made by the Holder of such Claim as of the Record Date.

10. 3018(a) Motions:

If any claimant or interest holder seeks to challenge the allowance of its Claim or Equity Interest for voting purposes in accordance with the Tabulation Rules, such claimant or interest holder must file with the Court (with a copy to chambers) a motion for an order pursuant to Bankruptcy Rule 3018(a) (a "3018 Motion") temporarily allowing such Claim or Equity Interest in a different amount for purposes of voting to accept or reject the Plan on or before June 18, 2009 or, if the Debtors file an objection to a Claim or Equity Interest after service of the Confirmation Hearing Notice, on or before ten (10) calendar days after service of notice of that objection. A hearing on any 3018 Motions filed will be held before the Court no later than **July 20, 2009 at 10:00 a.m. (prevailing Eastern Time)**. In accordance with Bankruptcy Rule 3018, as to any creditor filing such a motion, such creditor's Ballot should not be counted in an amount other than that provided by the Tabulation Procedures unless temporarily allowed by the Court in another amount for voting purposes.

EXHIBIT F

Rights Offering Procedures

RIGHTS OFFERING PROCEDURES

1. Introduction

Charter Communications, Inc. (“CCI”) shall effectuate an offering (the “Rights Offering”) in conjunction with and pursuant to the Plan¹ to holders (the “Holders”) of CCH I Notes Claims as of April 17, 2009 (the “Rights Offering Record Date”) that certify that they are Accredited Investors or Qualified Institutional Buyers² (the “Eligible Holders”) of rights (the “Rights”) to purchase shares of new Class A common stock of the Reorganized Company, par value \$.001 per share (the “New Class A Stock”), pro rata in proportion to the principal amount of CCH I Notes Claims held by such Eligible Holders to the principal amount of CCH I Notes Claims held by all Eligible Holders entitled to participate in the Rights Offering on the Rights Offering Record Date (the “Pro Rata Participation Amount”), in exchange for a cash payment per share reflecting a discount of 25% to the Plan Value (the “Per Share Purchase Price”) upon the exercise of the Rights.

A Holder that is not an Eligible Holder and has certified the same will receive shares of New Class A Stock with a value equal to the value (“Rights Value”) of the Rights such Holder would have received, as determined pursuant to the Plan, if it was an Accredited Investor or a Qualified Institutional Buyer and certified the same.

The Investor Certificate

CCI has previously delivered to all Holders an Investor Certificate to determine which Holders are eligible to participate in the Rights Offering, or if not eligible, to receive their Rights Value. The Rights Offering Record Date will serve as the date for determining which Holders will be considered Eligible Holders permitted to participate in the Rights Offering and which Holders will receive Rights Value, and all such Holders are required to prove ownership of CCH I Notes Claims as of the Rights Offering Record Date.

All Holders that completed and returned an Investor Certificate evidencing that they are Eligible Holders have been mailed these Rights Offering Procedures and the Rights Exercise Form (as defined herein) (collectively, the “Rights Offering Documents”).

¹ All capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Joint Plan of Reorganization of CCI, Charter Investment, Inc. and CCI’s direct and indirect subsidiaries filed pursuant to chapter 11 of the Bankruptcy Code (the “Plan”).

² “Accredited Investor” is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”). See 17 C.F.R. § 230.501. “Qualified Institutional Buyer” is defined in Rule 144A promulgated under the Securities Act of 1933. See 17 C.F.R. § 230.144.

All Holders that are not Eligible Holders (the “Non-Eligible Holders”) have been required to certify in the Investor Certificate that they are not Accredited Investors or Qualified Institutional Buyers and to provide proof of ownership of a CCH I Notes Claim as of the Rights Offering Record Date in order to receive their Rights Value. Fractional shares shall not be issued and no compensation shall be paid in cash in respect of fractional shares.

A Holder that did not timely return the Investor Certificate has forfeited any and all rights that it may have had under the Rights Offering with respect to its CCH I Notes Claim.

The Rights Exercise Form

The enclosed Rights exercise form (the “Rights Exercise Form”) is being sent concurrently to each Eligible Holder entitling such holder to exercise its Rights. The Rights shall not be listed or quoted on any public or over-the-counter exchange or quotation system. Fractional shares shall not be issued upon exercise of the Rights and no compensation shall be paid in cash in respect of such fractional shares. In order to exercise its Rights, each Eligible Holder must have submitted proof of ownership of its CCH I Notes Claim as of the Rights Offering Record Date.

2. The Equity Backstop

The Rights Offering will be backstopped by certain members of the Crossover Committee (the “Equity Backstop Parties”).³ The Equity Backstop Parties have, severally and not jointly, agreed to exercise Rights according to their respective Pro Rata Participation Amounts (assuming that all Holders are Eligible Holders). In addition, certain Equity Backstop Parties (the “Excess Backstop Parties”) have each committed to a backstop amount in excess of its Pro Rata Participation Amount as set forth on Annex E to the Plan (the “Excess Backstop”) pursuant to the Excess Backstop Agreement. If any Eligible Holder of CCH I Notes Claims (or the transferee of its Rights), other than an Equity Backstop Party, fails to exercise any of its Rights, then each Excess Backstop Party will assume its pro rata portion of the unexercised Rights in the same proportion that the amount of its Excess Backstop bears to the total amount of all Excess Backstops.

Financial Balloting Group LLC, the Securities Voting Agent, has been designated as the “Subscription Agent” for the Rights Offering.

Before exercising any Rights, Eligible Holders should read the Plan and the Disclosure Statement, including the section entitled “Risk Factors” and the section regarding the valuation of the Reorganized Debtors contained therein.

³ The Equity Backstop Parties are members of the Committee listed on Annex E to the Plan.

3. **Commencement/Expiration of the Rights Offering**

The Rights Offering shall commence on the later of (i) the day upon which the Disclosure Statement is made publicly available, including by posting the Disclosure Statement on CCI's website and announcing the same in a Current Report on Form 8-K and (ii) two Business Days following the day upon which the Investor Certificates are required to be returned by the Holders (as specified in the Investor Certificate) (the "Commencement Date"). The Rights Offering Documents will be sent to each Eligible Holder not later than the Commencement Date. The Rights Offering shall expire 20 Business Days after the Commencement Date (the "Initial Expiration Date"). Unexercised Rights will expire without compensation at 12:00 midnight New York City time on the Initial Expiration Date unless a Notice of Intention (as defined below) is delivered during the five Business Days prior to the Initial Expiration Date, in which case the Rights, if unexercised, shall expire at 5:00 p.m. New York City time on the fifth Business Day following delivery by the transferor Holder of such Notice of Intention to the Subscription Agent (the "Extension Expiration Date" and, together with the Initial Expiration Date, the "Expiration Date"). Each Eligible Holder intending to participate in the Rights Offering must affirmatively make a binding election to exercise its Rights (or any portion thereof) and, except as provided in Section 4 below, submit payment for the shares of New Class A Stock underlying such Rights on or prior to the applicable Expiration Date in accordance with the provisions of Section 4 below.

As promptly as practicable following the Expiration Date, CCI shall deliver, or cause to be delivered, to each Eligible Holder that has exercised Rights or its bank, broker, agent, or other nominee specified in its Rights Exercise Form, a written statement confirming the number of shares of New Class A Stock such Eligible Holder has elected to purchase as well as (except in the case of the Equity Backstop Parties) the payment received in connection with the exercise of its Rights (or any portion thereof). Shares of New Class A Stock issued in connection with the Rights Offering shall be issued on the Effective Date pursuant to the exemption provided under section 4(2) of the Securities Act, and such shares will be issued directly to the Holder.

Each Eligible Holder that has exercised its Rights shall have the right to have the shares of New Class A Stock issuable upon exercise of such Rights registered with the Securities and Exchange Commission to the extent permitted in a registration rights agreement to be entered into between such Eligible Holder and CCI on the Effective Date in the form of Exhibit 13 to the Plan Supplement.

4. **Exercise of Rights**

Each Eligible Holder may designate on its Rights Exercise Form whether it wishes to exercise its Rights. Each Eligible Holder, other than the Excess Backstop Parties, is entitled to participate in the Rights Offering solely to the extent of its Pro Rata Participation Amount. Each Eligible Holder may exercise all or any portion of its Rights pursuant to the procedures outlined below.

Payment for Shares Issuable Upon Exercise of Rights

Except for the Equity Backstop Parties, each Eligible Holder must remit payment for the New Class A Stock deliverable for the Rights that it exercises by wire transfer or cashier's check as directed in the Rights Exercise Form on or prior to the applicable Expiration Date. If an Eligible Holder that elects to exercise its Rights fails to submit payment in accordance with the Rights Offering Procedures, then such Eligible Holder shall be deemed to have relinquished and waived its Rights, provided that CCI may pursue all remedies at equity and in law to compel payment or seek damages. In no event, however, shall any Eligible Holder be liable on any theory of liability for any special, indirect, consequential or punitive damages in connection with the Rights Offering. Each Equity Backstop Party that is not an Excess Backstop Party shall remit payment for the Rights that it exercises by wire transfer or cashier's check to an escrow account described below no later than two Business Days following the Confirmation Date. Each Excess Backstop Party shall remit payment for the Rights that it exercises by wire transfer or cashier's check to an escrow account described below on the later of (i) two Business Days following the Confirmation Date and (ii) fifteen Business Days following such Excess Backstop Party's receipt of the Excess Backstop Notice (as defined in the Excess Backstop Agreement).

Disputes, Waivers, and Extensions

Any and all disputes concerning the timeliness, viability, form, and eligibility of any exercise of Rights shall be addressed in good faith by CCI, in consultation with the Crossover Committee and the Creditors' Committee, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. CCI, in consultation with the Crossover Committee and the Creditors' Committee, may seek to waive any defect or irregularity, or permit a defect or irregularity to be cured, within such times as they may determine in good faith to be appropriate, or reject the purported exercise of any Rights. Subscription instructions shall be deemed not to have been properly completed until all irregularities have been waived or cured within such time as CCI determines in its discretion reasonably exercised in good faith. CCI will use commercially reasonable efforts prior to the expiration of the Rights Offering to give notice to any holder of Rights regarding any defect or irregularity in connection with any purported exercise of Rights by such holder and may permit such defect or irregularity to be cured within such time as it may determine in good faith, in consultation with the Crossover Committee and the Creditors' Committee, to be appropriate; provided, however, that none of CCI's officers, directors, employees, agents or advisors, or its or their respective affiliates, the Subscription Agent, or any member of the Crossover Committee (the "Exculpated Parties") shall incur any liability for failure to give such notification. Further, prior to the deadline therefor, CCI will use commercially reasonable efforts to give notice to any Non-Eligible Holder regarding any defect or irregularity in connection with any Investor Certificate, and may permit such defect or irregularity to be cured within such time as it may determine in good faith to be appropriate; provided, that none of the Exculpated Parties shall incur any liability for failure to give such notification, nor shall the deadline therefor be required to be extended.

CCI, following notice to the Crossover Committee and the Creditors' Committee, may extend the duration of the Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the Rights.

Funds

The payments made in accordance with the Rights Offering by persons other than the Equity Backstop Parties (the "Rights Offering Funds") shall be deposited with Wells Fargo Bank, N.A. and held in escrow pending the Effective Date in an account or accounts administered by the Subscription Agent (a) which shall not constitute property of the Debtors or the Debtors' Estates until the Effective Date, (b) which shall be separate and apart from the Subscription Agent's general operating funds and any other funds subject to any lien or any cash collateral arrangements, (c) which will be maintained for the purpose of holding the funds for administration of the Rights Offering until the Effective Date, and (d) which will be held in an interest bearing account for the benefit of such persons, invested in cash, cash equivalents and short-term obligations of the United States Government. Interest thereon shall accrue from the Initial Expiration Date or later with respect to a Rights Offering participant that deposits money after the Initial Expiration Date pursuant to these Rights Offering Procedures (net of reasonable expenses incurred by CCI to establish and maintain the escrow account) and shall be paid to such persons on or about the Effective Date. The Subscription Agent shall not use the Rights Offering Funds for any purpose other than to release the funds as directed by CCI on the Effective Date and shall not encumber or permit the Rights Offering Funds to be encumbered by any lien or similar encumbrance. The Rights Offering Funds of the Equity Backstop Parties shall be deposited with and held in escrow pending the Effective Date by an escrow agent mutually acceptable to the Equity Backstop Parties and CCI and pursuant to the terms of an escrow agreement mutually acceptable to the Equity Backstop Parties and CCI.

Waiver and Release

Upon the Effective Date of the Plan, each Eligible Holder that participates in the Rights Offering (and each Non-Eligible Holder that elects to receive Rights Value) shall be deemed by virtue of such participation (or election), to have waived and released, to the fullest extent permitted under applicable law, all rights, claims, or causes of action against the Exculpated Parties arising out of or related to the receipt, delivery, disbursements, calculations, transmission, or segregation of cash, Rights and New Class A Stock in connection with the Rights Offering except to the extent such claims arise from bad faith, gross negligence, or willful misconduct.

5. Transfer and Revocation

Subject to the Right of First Refusal set forth below, the Rights received by the Eligible Holders shall be independently transferable, but only pursuant to a bona fide binding purchase offer for cash from a third party that is an Accredited Investor or a Qualified Institutional Buyer (a "Third Party Purchaser"), up to the Expiration Date.

Once the Eligible Holder or its transferee has properly exercised its Rights, such exercise will not be permitted to be revoked.

6. **Right of First Refusal**

If at any time during the period beginning on the Commencement Date and ending at 12:00 midnight New York City time on the Initial Expiration Date, any Eligible Holder (any such Eligible Holder, a "Selling Holder") desires to transfer any of its Rights pursuant to Section 5, then such Selling Holder shall promptly deliver written notice of its intention to transfer such Rights (a "Notice of Intention") in the form attached hereto as Exhibit A, accompanied by an executed Investor Certificate from the proposed Third Party Purchaser and a copy of the binding purchase offer or other documentation evidencing such proposed transfer, to the Subscription Agent, setting forth the number of shares of New Class A Stock issuable upon exercise of the Rights proposed to be transferred (the "Offered Securities"), the identity of the proposed transferee, and the offering price of the Offered Securities (the "Offer Price") and any other applicable terms and conditions. The Subscription Agent shall promptly (and in any event within one Business Day) forward a copy of such Notice of Intention to each Excess Backstop Party (other than the Selling Holder or Third Party Purchaser, if applicable).

Upon receipt of a Notice of Intention and subject to the limitations set forth herein, each of the Excess Backstop Parties shall have the right to purchase at the Offer Price for cash, all of the Offered Securities but not less than all. Any Excess Backstop Party wishing to exercise its rights hereunder shall deliver notice to the Subscription Agent (the "Notice of Exercise"), by 5:00 p.m. New York City time on or prior to the fifth Business Day following the date of receipt of the Notice of Intention by such Excess Backstop Party (the "Option Period"), setting forth the amount of Offered Securities such Excess Backstop Party wishes to purchase. A copy of such Notice of Exercise shall promptly (and in any event within one Business Day) be delivered by the Subscription Agent to the Selling Holder and the other Excess Backstop Parties. The rights of the Excess Backstop Parties shall terminate if unexercised prior to the expiration of the Option Period. If the aggregate number of shares of New Class A Stock issuable upon exercise of the Rights that the Excess Backstop Parties wish to purchase exceeds the number of shares of New Class A Stock issuable upon exercise of the Offered Securities, each Excess Backstop Party shall only have the right to purchase its Pro-Rata ROFR Amount (as defined below) of such Offered Securities or such lesser amount as is set forth in such Excess Backstop Party's Notice of Exercise; provided, that in no event shall any Excess Backstop Party receive less than its Pro-Rata ROFR Amount or such lesser amount as is set forth in such Excess Backstop Party's Notice of Exercise. "Pro-Rata ROFR Amount" shall mean, with respect to any Excess Backstop Party, the product obtained by multiplying (x) the total number of Offered Securities by (y) the proportion that such Excess Backstop Party's Excess Backstop bears to the total amount of Excess Backstops. To the extent that any Excess Backstop Party does not wish to purchase all of its Pro-Rata ROFR Amount of the Offered Securities, the other Excess Backstop Parties electing to exercise their rights to purchase the Offered Securities shall have the right to purchase the remaining Offered Securities on a pro rata basis (based on their respective Excess Backstops).

If the Excess Backstop Parties exercise their rights to purchase all of the Offered Securities in accordance with the procedures set forth above, then the Selling Holder shall sell such Offered Securities to the Excess Backstop Parties, and the Excess Backstop Parties shall be obligated to purchase all such Offered Securities from the Selling Holder within five Business Days after the expiration of the applicable Option Period, at the Offer Price and on the other terms and conditions specified in the Notice of Intention, pursuant to such documentation as the parties may reasonably agree to evidence the transfer of the Offered Securities, which shall contain customary representations and warranties of the Selling Holder relating to ownership or transfer of the Offered Securities but shall not contain any indemnification (other than for breaches of representations and warranties) or other continuing obligation of the Selling Holder or any releases of any kind.

If the Excess Backstop Parties do not elect to purchase all of the Offered Securities, then the Excess Backstop Parties shall be deemed to have waived and forfeited all rights in respect of such Offered Securities and the Selling Holder may transfer the Offered Securities to the Third Party Purchaser at the Offer Price (or a higher price) and on terms and conditions at least as favorable as specified in the Notice of Intention, at any time until the Expiration Date pursuant to such documentation as the parties may reasonably agree to evidence the transfer of the Offered Securities, and accompanied by an executed Rights Exercise Form.

The delivery of a Notice of Intention and of a Notice of Exercise shall be irrevocable. Any person who has failed to exercise its rights hereunder within the specified time period shall be deemed to have waived such person's rights on the day immediately following the last day of the applicable period.

If the date on which a Notice of Intention is delivered by the Selling Holder to the Subscription Agent with respect to any Offered Securities is less than five Business Days prior to the Initial Expiration Date, the applicable Expiration Date with respect to the exercise of such Offered Securities shall be the Extension Expiration Date. CCI shall allow any transferee of Rights five Business Days following the notification of the non exercise of the applicable Right of First Refusal to complete necessary documentation.

7. Inquiries And Transmittal Of Documents; Subscription Agent

The exercise instructions contained in the Rights Exercise Form should be carefully read and strictly followed. The instructions contained in the Investor Certificate should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number: (866) 734-9393.

The risk of non-delivery of all documents and payments is on the Eligible Holders electing to exercise their Rights and not CCI or the Subscription Agent.

FORM OF NOTICE OF INTENTION

Financial Balloting Group, LLC
757 Third Avenue
Third Floor
New York, New York 10017
Attn: Charter Communications, Inc. Processing

Date: _____, 2009

Please take notice that, pursuant to Sections 5 and 6 of the Rights Offering Procedures filed with the Supplement to the Charter Communications, Inc. Joint Plan of Reorganization pursuant to Chapter 11 of the United States Bankruptcy Code, _____ [insert name of transferor], who is a holder of Rights, has agreed, subject to certain conditions outlined herein, to transfer to _____ [insert name of transferee], _____ [insert number Rights to be transferred] Rights exercisable into shares of New Class A Stock at a price of \$ _____ per Right.

_____ [insert any other applicable terms and conditions to the transfer].

[Name of transferor]

By: _____
Name: _____
Title: _____

EXHIBIT G

Rights Exercise Form

Rights Exercise Form

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
) Joint Administration Requested
)

**INSTRUCTIONS TO RIGHTS EXERCISE FORM IN
CONNECTION WITH DEBTORS' JOINT PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

Class G-1: CCH I, LLC ("CCH I") Notes due 2015

Offer Available to Holders as of 5:00 p.m. New York City time on April 17, 2009 (the "Record Date")

All Rights Exercise Forms must be received by the Subscription Agent no later than 12:00 midnight (New York City time) on June 11, 2009 (such time, as may be extended pursuant to the Rights Offering Procedures, the "Expiration Date").

To Eligible Holders of CCH I Notes Claims:

On March 27, 2009, Charter Communications, Inc. ("CCI"), together with Charter Investment, Inc. and CCI's direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), filed the Debtors' joint plan of reorganization pursuant to chapter 11 of the Bankruptcy Code (the "Plan") and the accompanying Debtors' disclosure statement pursuant to chapter 11 of the Bankruptcy Code (the "Disclosure Statement"). Pursuant to the Plan, each holder of a CCH I Notes Claim as of April 17, 2009 that is (i) an Accredited Investor, as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") or (ii) a Qualified Institutional Buyer, as defined in Rule 144A of the Securities Act (each such holder, an "Eligible Holder") has the right (the "Right") to subscribe for New Class A Stock based on such holder's Pro Rata Participation Amount (the "Rights Offering"). For a complete description of the Rights Offering see the accompanying Rights Offering Procedures (the "Rights Offering Procedures"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

You have received the attached Rights Exercise Form because you are a holder of a CCH I Notes Claim held for your account as of April 17, 2009 and you have certified that you are an Eligible Holder. Please utilize the attached Rights Exercise Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FOLLOW THE INSTRUCTIONS BELOW:

Unless you are an Equity Backstop Party, the payments made in connection with your exercise of Rights will be deposited with Wells Fargo Bank, N.A. and held in an account administered by Financial Balloting Group LLC (the "Subscription Agent"). The account will be maintained by the Subscription Agent for the purpose of holding the funds for the administration of the Rights Offering until the Effective Date. The Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. If you are an Equity Backstop Party, the payments made in connection with your exercise of Rights will be

deposited with and held in escrow pending the Effective Date by an escrow agent mutually acceptable to the Equity Backstop Parties and CCI and pursuant to the terms of an escrow agreement mutually acceptable to the Equity Backstop Parties and CCI.

Interest will be paid to Eligible Holders (other than Equity Backstop Parties) exercising Rights on account of amounts paid in connection with such exercise on the terms specified in the Rights Offering Procedures.

CCI will use commercially reasonable efforts to give notice to any holder of Rights regarding any defect or irregularity in connection with any purported exercise of Rights by such holder and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that none or CCI, its officers, directors, employees, agents or advisors, or its or their respective affiliates or the Subscription Agent will incur any liability for failure to give such notification.

Questions. If you have any questions about this Rights Exercise Form or the exercise procedures described herein, please contact the Subscription Agent at (866)-734-9393.

The Subscription Agent must receive your Rights Exercise Form and, unless you are an Equity Backstop Party, payment in full of your subscription price for the exercise of such Rights by the Expiration Date or the exercise shall be void and your Rights will terminate and be cancelled.

To purchase Class A Stock pursuant to the Rights Offering:

1. **Insert** the principal amount of CCH I Notes Claims you hold in Item 1.
2. **Complete** the calculation in Item 2a.
3. **Complete** Item 2b, indicating the amount of the Class A Stock that you wish to purchase.
4. **Read and Complete** the certification in Item 3.
5. **Read and Complete** a certification on Form W-9 (available at <http://www.irs.gov/>) or, in the case of a non-U.S. person, Form W-8BEN (or other appropriate Form W-8) regarding your tax status.
6. **Return the Rights Exercise Form** either (i) in the pre-addressed envelope or (ii) in portable document format (a “pdf file”) by electronic mail to processing@fbgllc.com (which pdf file shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof) to the Subscription Agent on or before the Expiration Date.
7. **Deliver the Full Payment for the Rights Exercised**, unless you are an Equity Backstop Party, to the Subscription Agent so that it is received by the Subscription Agent on or before the Expiration Date. Payment must be made by wire transfer or cashier’s check. Cashier’s checks may be made payable to “Charter Communications, Inc.” or to the “Estate of Charter Communications, Inc.” c/o Financial Balloting Group LLC, 757 Third Ave., 3rd Floor, New York, NY 10017.

Wire Delivery Instructions:

Wells Fargo Bank, N.A.
[address]

Routing Number: [xx]
Account Number:[xx]
Swift Code: [xx]

Special Instructions: Please note that payment is for the benefit of: Charter Communications, Inc.
Case Number 09-11435 (JMP) and also include your name and contact information.

Before exercising any Rights you should read the Rights Offering Procedures, the Plan and the Disclosure Statement, including the section entitled "Risks Factors" and the valuation of the Reorganized Debtors contained therein.

**RIGHTS EXERCISE FORM FOR RIGHTS OFFERING
IN CONNECTION WITH DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

Class G-1: CCH I Notes Claims

EXPIRATION DATE

The expiration date for the exercise of Rights is
12:00 midnight New York City time on June 11, 2009
 (such time, as may be extended pursuant to the Rights Offering Procedures,
 the "**Expiration Date**").
 Please leave sufficient time for your Rights Exercise Form
 to reach the Subscription Agent and be processed.

Please consult the Rights Offering Procedures for additional
 information with respect to this Rights Exercise Form.

Item 1. Amount of CCH I Notes Claims. I certify, as authorized signatory of the undersigned holder, that as of the Record Date of April 17, 2009, the undersigned holder was the beneficial owner of CCH I Notes Claims in the following principal amount (to be inserted by Financial Balloting Group LLC):

\$ _____

Item 2. Rights. Pursuant to the Plan and the accompanying Rights Offering Procedures, each Eligible Holder is entitled to participate in the Rights Offering based upon its "Pro Rata Participation Amount." To subscribe, fill out Items 2a, 2b, and 2c below and read and complete Item 3 below.

2a. Calculation of the Maximum Amount of New Class A Stock.¹ The maximum amount of New Class A Stock for which the undersigned holder may subscribe is calculated as follows:

$$\frac{\text{_____}}{\text{(Insert Principal Amount from Item 1 above)}} \times \left[\text{_____} \right]^2 = \frac{\text{_____}}{\text{(Maximum Amount of New Class A Stock)}} \\ \text{Round down to Nearest Whole Number}$$

2b. Exercise Amount. By filling in the following blanks, you are indicating that the undersigned holder is interested in purchasing the amount of New Class A Stock specified below (specify an amount of New Class A Stock not greater than the maximum amount of New Class A Stock figure in Item 2a), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

$$\text{_____} \times \$[\text{_____}] = \$ \text{_____}$$

(Indicate maximum amount of _____)

¹ To be completed after Investor Certificates are due.

² To be completed after Investor Certificates are due.

New Class A Stock you elect to purchase)

Payment in full for the New Class A Stock that the undersigned holder has elected to purchase through the exercise of the Rights must be delivered to the Subscription Agent so that it is received by the Subscription Agent on or before the Expiration Date or such other date specified in the Rights Offering Procedures. Any failure to timely pay for the exercise of Rights will result in a revocation and forfeiture of such Rights.

Item 3. Certification. I certify that (i) I am an authorized signatory of the holder, of the amount of CCH I Notes Claims listed under Item 1 above, (ii) I have received a copy of the Plan and the Disclosure Statement (ii) I understand that the exercise of rights is subject to all the terms and conditions set forth in the Disclosure Statement and Plan.

I also certify and represent for the benefit of the Debtors that (i) the undersigned holder is an “accredited investor” or a “qualified institutional buyer” as such terms are defined in Rule 501 of Regulation D or Rule 144A promulgated under the Securities Act, respectively; (ii) neither the undersigned holder nor any person acting on its behalf has made or will make offers or sales of the New Class A Stock (the “Securities”) in the United States by means of any form of general solicitation or general advertising (within the meaning of Regulation D); and (iii) the undersigned holder has not and will not make offers of the Securities purchased hereunder except solely (a) to persons whom the undersigned holder reasonably believes to be “accredited investors” or “qualified institutional buyers” (as defined under Regulation D and Rule 144A promulgated under the Securities Act, respectively), (b) to persons permitted to purchase the Notes in offshore transactions in reliance upon Regulation S promulgated under the Securities Act and (c) pursuant to another permitted transaction under the Securities Act.

I understand that the New Class A Stock I receive pursuant to the exercise of Rights will not be “freely tradable” and will be issued in a “private placement” under the Securities Act. I understand that in order to have such New Class A Common Stock registered, I must execute a registration rights agreement, a form of which is available upon request from the Subscription Agent.

I acknowledge that by executing this Rights Exercise Form that the undersigned holder will be bound to pay for the New Class A Stock that it has subscribed for and that the undersigned holder may be liable to CCI to the extent of any nonpayment.

Date: _____, 2009

Undersigned Holder: _____
(Print or Type)

Federal Tax I.D. No.: _____
(Optional)

Signature: _____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

**PLEASE RETURN THIS RIGHTS EXERCISE FORM TO THE SUBSCRIPTION AGENT,
FINANCIAL BALLOTING GROUP LLC, 757 THIRD AVE., 3RD FLOOR, NEW YORK, NY
10017 OR BY E-MAIL TO PROCESSING@FBGLLC.COM, ATTN: CHARTER
COMMUNICATIONS, INC. PROCESSING, SO THAT IT IS RECEIVED BY THE EXPIRATION
DATE**

EXHIBIT H

Notice of Non-Voting Status - Deemed to Accept

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Ray C. Schrock
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

Counsel to the Debtors and Debtors in Possession

- and -

Albert Togut
Frank A. Oswald
TOGUT, SEGAL & SEGAL LLP
One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Counsel to Debtor Charter Investment, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
)	
Debtors.	)	Jointly Administered
)	

**NOTICE OF NON-VOTING STATUS WITH RESPECT
TO UNIMPAIRED CLASSES DEEMED TO ACCEPT
THE DEBTORS' JOINT PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on May 7, 2009, the United States Bankruptcy Court for the Southern District of New York (the “Court”) approved the Debtors’ Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Disclosure Statement”), for the Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Plan”), for use by the above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Charter”)¹ in soliciting acceptances or rejections of the Plan from holders of certain impaired claims who are entitled to vote to accept to reject the Plan and who are (or may be) entitled to receive distributions under the Plan.²

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that this Notice of Non-Voting Status is being sent to holders of claims and interests in the following classes who are, in the Debtors' opinion, unimpaired and therefore are (i) deemed to accept the Plan and (ii) not entitled to vote on the Plan.

- Class A-1 (Priority Non-Tax Claims against Charter Communications, Inc. ("CCI"))
- Class A-2 (Secured Claims against CCI)
- Class B-1 (Priority Non-Tax Claims against Charter Investment, Inc. ("CII"))
- Class B-2 (Secured Claims against CII)
- Class C-1 (Priority Non-Tax Claims against Charter Communications Holding Company, LLC ("HoldCo"), Enstar Communications Corporation, and Charter Gateway LLC)
- Class C-2 (Secured Claims against HoldCo, Enstar Communications Corporation, and Charter Gateway LLC)
- Class D-1 (Priority Non-Tax Claims against CCHC, LLC ("CCHC"))
- Class D-2 (Secured Claims against CCHC)
- Class E-1 (Priority Non-Tax Claims against Charter Communications Holdings, LLC ("CCH") and Charter Communications Holdings Capital Corp.)
- Class E-2 (Secured Claims against CCH and Charter Communications Holdings Capital Corp.)
- Class F-1 (Priority Non-Tax Claims against CCH I Holdings, LLC ("CIH") and CCH 1 Holdings Capital Corp.)
- Class F-2 (Secured Claims against CCH I Holdings, LLC ("CIH") and CCH 1 Holdings Capital Corp.)
- Class G-1 (Priority Non-Tax Claims against CCH I, LLC ("CCH I") and CCH I Capital Corp.)
- Class G-2 (Secured Claims against CCH I and CCH I Capital Corp.)
- Class H-1 (Priority Non-Tax Claims against CCH II, LLC ("CCH II") and CCH II Capital Corp.)

- Class H-2 (Secured Claims against CCH II and CCH II Capital Corp.)
- Class I-1 (CCO Holdings, LLC (“CCOH”) Credit Facility Claims)
- Class I-2 (CCOH Notes Claims)
- Class I-3 (Priority Non-Tax Claims against CCOH and CCO Holdings Capital Corp.)
- Class I-4 (Secured Claims against CCOH and CCO Holdings Capital Corp.)
- Class I-6 (Interests in CCOH and CCO Holdings Capital Corp.)
- Class J-1 (Charter Communications Operating, LLC (“CCO”) Credit Facility Claims)
- Class J-3 (CCO Notes Claims)
- Class J-4 (Priority Non-Tax Claims against CCO and its direct and indirect subsidiaries (with the exception of CC VIII, LLC (“CC VIII”)))
- Class J-5 (Secured Claims against CCO and its direct and indirect subsidiaries (with the exception of CC VIII))
- Class J-7 (Interests in CCO and its direct and indirect subsidiaries (with the exception of CC VIII))

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AND INTEREST(S) AGAINST THE DEBTORS IS/ARE, IN THE DEBTORS’ OPINION, NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE, YOU ARE (i) DEEMED TO HAVE ACCEPTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN.

NOTWITHSTANDING THIS NOTICE OF NON-VOTING STATUS, YOU HAVE THE RIGHT TO (i) CONTEST YOUR NON-VOTING STATUS AND (ii) OBJECT TO CONFIRMATION OF THE PLAN.

If you have any questions about your claim(s) or interest(s) or would like to request a copy of the Plan or the Disclosure Statement, you should contact the Debtors' voting agent, Kurtzman Carson Consultants LLC, at 2335 Alaska Ave., El Segundo, California 90245, or at (866) 967-0266. Copies of the Plan, the Disclosure Statement, and the related solicitation materials will also be available the voting agent's website at www.kccllc.net/charter.

New York, New York
Dated: May [], 2009

/s/ Paul M. Basta

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Proposed Counsel to Debtor
Charter Investment, Inc.

EXHIBIT I

Notice of Non-Voting Status - Deemed to Reject

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Counsel to Debtor Charter Investment, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
CHARTER COMMUNICATIONS, INC., <u>et al.</u> ,)	
	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered
)	

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO IMPAIRED
CLASSES DEEMED TO REJECT THE DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on May 7, 2009, the United States Bankruptcy Court for the Southern District of New York (the “Court”) approved the Debtors’ Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors’ Joint Plan of Reorganization, dated May 7, 2009 (the “Disclosure Statement”), for the Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the “Plan”), for use by the above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Charter”)¹ in soliciting acceptances or rejections of the Plan from holders of certain impaired

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

claims who are entitled to vote to accept to reject the Plan and who are (or may be) entitled to receive distributions under the Plan.²

PLEASE TAKE FURTHER NOTICE that this Notice of Non-Voting Status is being sent to holders of interests in the following classes who are impaired and therefore are (i) deemed to reject the Plan and (ii) not entitled to vote on the Plan.

- Class A-5 (Section 510(b) Claims against Charter Communications, Inc. (“CCI”) other than all Section 510(b) Claims against CCI held by any CII Settlement Claim Party)
- Class A-6 (Interests in CCI other than all Interests in CCI held by any CII Settlement Claim Party)
- Class C-5 (Section 510(b) Claims against Charter Communications Holding Company, LLC (“HoldCo”), Enstar Communications Corporation, and Charter Gateway LLC)
- Class C-6 (Interests in HoldCo, Enstar Communications Corporation, and Charter Gateway LLC other than all Interests in HoldCo held by any CII Settlement Claim Party)
- Class D-4 (Section 510(b) Claims against CCHC, LLC (“CCHC”))
- Class D-5 (Interests in CCHC)
- Class E-5 (Section 510(b) Claims against Charter Communications Holdings, LLC (“CCH”) and Charter Communications Holdings Capital Corp.)
- Class E-6 (Interests in CCH and Charter Communications Holdings Capital Corp.)
- Class F-5 (Section 510(b) Claims against CCH I Holdings, LLC (“CIH”) and CCH I Holdings Capital Corp.)
- Class F-6 (Interests in CIH and CCH I Holdings Capital Corp.)
- Class G-5 (Section 510(b) Claims against CCH I, LLC (“CCH I”) and CCH I Capital Corp.)
- Class G-6 (Interests in CCH I and CCH I Capital Corp.)
- Class H-5 (Section 510(b) Claims against CCH II, LLC (“CCH II”) and CCH II Capital Corp.)
- Class H-6 (Interests in CCH II and CCH II Capital Corp.)

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

UNDER THE TERMS OF THE PLAN, YOUR INTEREST(S) AGAINST THE DEBTORS DO NOT ENTITLE YOU TO RECEIVE OR RETAIN ANY PROPERTY UNDER THE PLAN ON ACCOUNT OF SUCH INTEREST(S) AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF THE BANKRUPTCY CODE, YOU ARE (i) DEEMED TO HAVE REJECTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN.

NOTWITHSTANDING THIS NOTICE OF NON-VOTING STATUS, YOU HAVE THE RIGHT TO (i) CONTEST YOUR NON-VOTING STATUS AND (ii) OBJECT TO CONFIRMATION OF THE PLAN.

If you believe that you may have a claim against the Debtors that has been misclassified and which entitles you to vote on the Plan, then you should (i) file with the Court and serve on counsel to the Debtors a motion for an order, pursuant to rule 3018(a) of the Federal Rules of Bankruptcy Procedure, temporarily allowing such claim in a different class for purposes of voting to accept or reject the Plan on or before June 23, 2009, or, if the Debtors file an objection to your claim after you receive this Notice of Non-Voting Status, ten (10) days after service of notice of that objection, and (ii) request a ballot from the Debtors' voting agent at the address or telephone number set forth below. In accordance with Bankruptcy Rule 3018, if you file such a motion, your ballot will not be counted unless temporarily allowed by the Court for voting purposes.

If you have any questions about your claim(s) or would like to request a copy of the Plan or the Disclosure Statement, you should contact the Debtors' voting agent, Kurtzman Carson Consultants LLC, at 2335 Alaska Ave., El Segundo, California 90245, or at (866) 967-0266. Copies of the Plan, the Disclosure Statement, and the related solicitation materials will also be available on the voting agent's website at www.kccllc.net/charter.

New York, New York
Dated: May [], 2009

/s/ Paul M. Basta

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Counsel to Debtor
Charter Investment, Inc.

EXHIBIT J

Disputed Claims Notice

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Facsimile: (212) 967-4258

Counsel to Debtor Charter Investment, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u>,	)	Case No. 09-11435 (JMP)
)	
)	
Debtors.	)	Jointly Administered
)	

NOTICE OF NON-VOTING STATUS TO HOLDERS OF DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on May 7, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order: (i) authorizing the above-

captioned debtors and debtors in possession (collectively, the “Debtors” or “Charter”)¹ to solicit acceptances for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (as may be amended from time to time, the “Plan”); (ii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan (the “Solicitation and Voting Procedures”); and (iii) approving the Debtors’ Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors’ Joint Plan of Reorganization, dated May 7, 2009 (the “Disclosure Statement”) filed by the Debtors in support of the Plan (the “Disclosure Statement Order”).

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

PLEASE TAKE FURTHER NOTICE THAT Holders of Claims whose Claims are subject to an objection pending as of May 26, 2009, are not entitled to vote on the Plan UNLESS, prior to July 13, 2009 (the "Resolution Deadline"), (i) the Court enters an order after notice and a hearing allowing such Claim pursuant to section 502(b) of the Bankruptcy Code or (ii) the pending objection to the Claim is voluntarily withdrawn by the Debtors and/or a stipulation or other agreement is executed between the parties resolving the objection and allowing such Claim in an agreed-upon amount (each, a "Resolution Event"). Parties may also file a motion with the Court requesting temporary allowance of their Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (each, a "Rule 3018 Motion"). Rule 3018 Motions must be filed with Court and served so as to be **actually received** on or before June 23, 2009 (the "Rule 3018 Motion Deadline") by the Notice Parties listed below. The amount of the Claims voted by parties who receive Solicitation Packages but whose Proofs of Claims later become the subject of an objection filed by the Debtors after May 19, 2009 but before May 29, 2009 will be \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code unless, (i) such parties file and serve Rule 3018 Motions so as to be **actually received** on or before the Rule 3018 Motion Deadline or (ii) a Resolution Event takes place on or before the Resolution Deadline. Parties who receive Solicitation Packages but whose Proofs of Claims become subject to an objection filed by the Debtors after May 29, 2009 (and up and until the Confirmation Hearing), will have their Claims deemed temporarily allowed solely for voting purposes in the amount identified in the Proof of Claim, without further action by the Holder of such Claim and without further order of the Court.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing to consider confirmation of the Plan will commence at **10:00 a.m. (prevailing Eastern Time) on July 20, 2009**, before the Honorable James M. Peck, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green, New York, New York 10004. The deadline for filing objections to the Plan is **July 13, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Plan Objection Deadline by the following parties (the "Notice Parties"):

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Counsel to the Debtors

Simpson Thacher & Bartlett LLP
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New York, New York 10017-3954
Counsel to the Agent for the Debtors' Prepetition First Lien Facility

Nixon Peabody LLP
Attn: Michelle Ross
437 Madison Avenue
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Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Brown Rudnick LLP
Attn: Daniel J. Saval
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Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Paul, Weiss, Rifkind, Wharton & Garrison LLP
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Counsel to the Agent for the Debtors' Unofficial Committee of Unaffiliated Holders of Those Certain CCH I and CCH II Notes Issuances

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Counsel to the Unofficial Committee of Unaffiliated Holders of Those Certain CCH II Note Issuances

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Counsel to Vulcan, Inc.

Togut, Segal & Segal, LLP
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Counsel to Charter Investment, Inc.

Ropes & Gray LLP
Attn: Mark R. Somerstein
Attn: Keith Wofford
1211 Avenue of the Americas
New York, New York 10036
Counsel to Creditors' Committee

The Office of the United States Trustee for the Southern District of New York
Attn: Paul Schwartzberg
33 Whitehall Street, 21st Floor
New York, New York 10004

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain copies of the Disclosure Statement or related solicitation documents (excluding Ballots and Master Ballots) or if you have questions regarding objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at (866) 967-0266; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/charter> and/or (iii) writing to Charter Balloting Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT.

New York, New York
Dated: May [], 2009

/s/ Paul M. Basta

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Ray C. Schrock
KIRKLAND & ELLIS LLP
200 East Randolph Drive
Chicago, Illinois 60654
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

Counsel to the Debtors
and Debtors in Possession

- and -

Albert Togut
Frank A. Oswald
TOGUT, SEGAL & SEGAL LLP
One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Counsel to Debtor
Charter Investment, Inc.

EXHIBIT K

Notice to Contact/Lease Counterparties

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Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Counsel to Debtor Charter Investment, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
CHARTER COMMUNICATIONS, INC., <u>et al.</u> ,)	
	)	Case No. 09-11435 (JMP)
)	
Debtors.	)	Jointly Administered
)	

NOTICE TO CONTRACT AND LEASE COUNTERPARTIES

PLEASE TAKE NOTICE THAT on May 7, 2009, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order: (i) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Charter”)¹ to solicit acceptances for the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (as may be amended from time to time, the “Plan”); (ii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan (the “Solicitation and Voting Procedures”); and (iii) approving the Debtors’ Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors’ Joint Plan of Reorganization, dated May 7, 2009 (the “Disclosure Statement”) filed by the Debtors in support of the Plan (the “Disclosure Statement Order”).

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you and/or your affiliates is a counterparty to an executory contract or unexpired lease with one or more of the Debtors that has not been assumed or rejected as of the Record Date. Pursuant to Article VII.A of the Plan as currently drafted and subject to the Plan being confirmed by the entry of the order confirming the Plan, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease is listed on the schedule of “Rejected Executory Contracts and Unexpired Leases” in the Plan Supplement. The Debtors’ decision to assume or reject any Executory Contracts and Unexpired Leases will be made in accordance with the terms of the Plan confirmed by the Bankruptcy Court, and notice of any such decision will be given to the affected counterparty to such Executory Contract or Unexpired Lease in accordance with Article VIII.A of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement, containing, *inter alia*, the Schedules of “Assumed Executory Contracts and Unexpired Leases” will be filed by the Debtors, and the Debtors, through the Voting and Claims Agent, will serve notice of such filing upon the Notice Parties and counterparties to the Debtors’ Executory Contracts and Unexpired Leases.

PLEASE TAKE FURTHER NOTICE THAT at least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of any proposed assumptions, which will: (i) list the applicable cure amount, if any; (ii) describe the procedures for filing objections thereto; (iii) explain the process by which related disputes will be resolved by the Bankruptcy Court; (iv) describe the procedures for filing objections thereto and explain the process by which related disputes will be resolved by the Bankruptcy Court; and (v) in the event of an assignment of an Executory Contract or Unexpired Lease, identify the party to which the Executory Contract or Unexpired Lease will be assigned. Additionally, on or around the same date, the Debtors will file with the Court a comprehensive list of the proposed Executory Contracts and/or Unexpired Leases to be assumed (and, if applicable, assigned), which will set forth the same information as that which will be included in the above-described notices sent to counterparties. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

PLEASE TAKE FURTHER NOTICE THAT your status as a counterparty to an Executory Contract or an Unexpired Lease does not in and of itself entitle you to vote on the Plan. Because you may not have scheduled Claims or Claims based on Proofs of Claim pending the disposition of your contract or lease by assumption or rejection as of the Record Date, or if you have scheduled contingent, unliquidated or disputed Claims for which the applicable bar date has not yet passed for said Claims, you may nevertheless be permitted to vote on the Plan if, among other things, you file a motion with the Court requesting temporary allowance of your Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (each, a “Rule 3018 Motion”). Rule 3018 Motions must be filed with Court and served so as to be **actually received** on or before June 23, 2009 (the “3018 Deadline”) by the Notice Parties listed below. Please review the Solicitation Procedures, which are available from the Voting and

Claims Agent, for a more detailed discussion of these procedures and/or contact the Voting and Claims Agent at the information listed below to obtain additional information.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain solicitation materials, the Disclosure Statement (and exhibits, including the Plan), the Plan Supplement (once filed) or if you have questions or need additional information, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at (866) 967-0266; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/charter> and/or (iii) writing to Charter Balloting Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing to consider confirmation of the Plan will commence at **10:00 a.m. (Prevailing Eastern Time) on July 20, 2009**, before the Honorable James M. Peck, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green, New York, New York 10004-1408. The deadline for filing objections to the Plan is **July 13, 2009 at 4:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Plan Objection Deadline by the following parties (the "Notice Parties"):

Kirkland & Ellis LLP
Attn: Stephen E. Hessler
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Counsel to the Debtors

Simpson Thacher & Bartlett LLP
Attn: Peter V. Pantaleo
425 Lexington Avenue
New York, New York 10017-3954
Counsel to the Agent for the Debtors' Prepetition First Lien Facility

Nixon Peabody LLP
Attn: Michelle Ross
437 Madison Avenue
New York, New York 10022
Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Brown Rudnick LLP
Attn: Daniel J. Saval
7 Times Square
New York, New York 10036
Counsel to the Agent for the Debtors' Prepetition Junior Facility and Certain of the Lenders Thereunder

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Attn: Alan W. Kornberg
1285 Avenue of the Americas
New York, New York 10019-6064
Counsel to the Agent for the Debtors' Unofficial Committee of Unaffiliated Holders of Those Certain CCH I and CCH II Notes Issuances

Kasowitz, Benson, Torres & Friedman LLP
Attn: David S. Rosner
1633 Broadway
New York, New York 10019
Counsel to the Unofficial Committee of Unaffiliated Holders of Those Certain CCH II Note Issuances

Skadden, Arps, Slate, Meagher & Flom LLP
Attn: Jay M. Goffman
4 Times Square
New York, New York 10036
Counsel to Vulcan, Inc.

Togut, Segal & Segal, LLP
Attn: Albert Togut
Attn: Frank Oswald
One Penn Plaza
New York, New York 10119
Counsel to Charter Investment, Inc.

Ropes & Gray LLP
Attn: Mark R. Somerstein
Attn: Keith Wofford
1211 Avenue of the Americas
New York, New York 10036
Counsel to Creditors' Committee

The Office of the United States Trustee for the Southern District of New York
Attn: Paul Schwartzberg
33 Whitehall Street, 21st Floor
New York, New York 10004

New York, New York
Dated: May [], 2009

/s/ Paul M. Basta

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
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- and -

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Counsel to the Debtors
and Debtors in Possession

- and -

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Facsimile: (212) 967-4258

Counsel to Debtor
Charter Investment, Inc.

EXHIBIT L

Publicly Traded Stockholder Notice

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Stephen E. Hessler
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Citigroup Center
153 East 53rd Street
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Counsel to the Debtors and Debtors in Possession

- and -

Albert Togut
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One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

Counsel to Debtor Charter Investment, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 09-11435 (JMP)
)
)
) Jointly Administered
)

**NOTICE OF NON-VOTING STATUS WITH
RESPECT TO HOLDERS OF PUBLICLY TRADED COMMON**

**STOCK DEEMED TO REJECT THE DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on May 7, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Court") approved the Debtors' Disclosure Statement Pursuant to Chapter 11 of the Bankruptcy Code With Respect to the Debtors' Joint Plan of Reorganization, dated May 7, 2009 (the "Disclosure Statement"), for the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated May 7, 2009 (the "Plan"), for use by the above-captioned debtors and debtors in possession (collectively, the "Debtors" or "Charter")¹ in soliciting acceptances or rejections of the Plan from holders of certain impaired

¹ The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Pacific Microwave; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

claims who are entitled to vote to accept to reject the Plan and who are (or may be) entitled to receive distributions under the Plan.

PLEASE TAKE FURTHER NOTICE that this Notice of Non-Voting Status is being sent to the Holders of Charter's publicly traded common stock as reflected in the records maintained by the Debtors' transfer agent(s) as of the close of business on the Record Date.

UNDER THE TERMS OF THE PLAN, YOUR INTEREST(S) AGAINST THE DEBTORS DO NOT ENTITLE YOU TO RECEIVE OR RETAIN ANY PROPERTY UNDER THE PLAN ON ACCOUNT OF SUCH INTEREST(S) AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF THE BANKRUPTCY CODE, YOU ARE (i) DEEMED TO HAVE REJECTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN.

NOTWITHSTANDING THIS NOTICE OF NON-VOTING STATUS, YOU HAVE THE RIGHT TO (i) CONTEST YOUR NON-VOTING STATUS AND (ii) OBJECT TO CONFIRMATION OF THE PLAN.

If you believe that you may have a claim against the Debtors that has been misclassified and which entitles you to vote on the Plan, then you should (i) file with the Court and serve on counsel to the Debtors a motion for an order, pursuant to rule 3018(a) of the Federal Rules of Bankruptcy Procedure, temporarily allowing such claim in a different class for purposes of voting to accept or reject the Plan on or before June 23, 2009, or, if the Debtors file an objection to your claim after you receive this Notice of Non-Voting Status, ten (10) days after service of notice of that objection, and (ii) request a ballot from the Debtors' voting agent at the address or telephone number set forth below. In accordance with Bankruptcy Rule 3018, if you file such a motion, your ballot will not be counted unless temporarily allowed by the Court for voting purposes.

If you have any questions about your claim(s) or would like to request a copy of the Plan or the Disclosure Statement, you should contact the Debtors' voting agent, Kurtzman Carson Consultants LLC, at 2335 Alaska Ave., El Segundo, California 90245, or at (866) 967-0266. Copies of the Plan, the Disclosure Statement, and the related solicitation materials will also be available on the voting agent's website at www.kccllc.net/charter.

New York, New York
Dated: May [], 2009

/s/ Paul M. Basta

Richard M. Cieri
Paul M. Basta
Stephen E. Hessler
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
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Counsel to the Debtors
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- and -

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Facsimile: (212) 967-4258

Counsel to Debtor
Charter Investment, Inc.

Exhibit M

Commitment Agreements

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
February 11, 2009

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

Charter Communications, Inc.
February 11, 2009

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Charter Communications, Inc.
February 11, 2009

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

Charter Communications, Inc.
February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

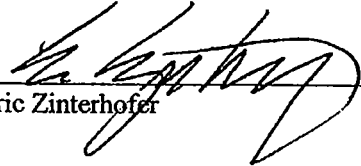
[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,





AP Charter Holdings, L.P.

By: Apollo Advisors VII, L.P.,
its general partner

By: Apollo Capital Management VII, LLC,
its general partner

By: 
Eric Zinterhofer

Title: Vice President

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

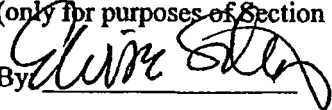
CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT

(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.
2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.
3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Charter Communications, Inc.
February 11, 2009

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

Charter Communications, Inc.
February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

**Capital Research and Management Company,
on behalf of the funds it manages**

By: Abner D. Goldstine

Name: Abner D. Goldstine

Title: Director

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

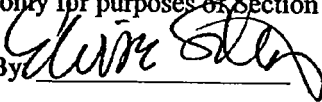
CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

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messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

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10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

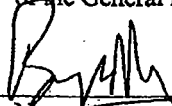
[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

CRESTVIEW PARTNERS, L.P.

By: Crestview Partners GP, L.P.,
as General Partner

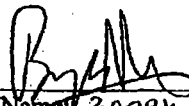
By: Crestview L.L.C., as general partner
of the General Partner

By: 
Name: BARRY VOLTERT
Title: CHIEF EXECUTIVE OFFICER

CRESTVIEW PARTNERS II, L.P.

By: Crestview Partners II GP, L.P., as
General Partner

By: Crestview, L.L.C., as general partner
of the General Partner

By: 
Name: BARRY VOLTERT
Title: CHIEF EXECUTIVE OFFICER

[REDACTED]

[REDACTED]

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By  _____

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer.

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

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messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

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may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

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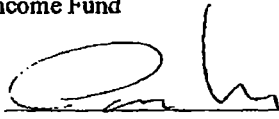
Charter Communications, Inc.
February 11, 2009

10. **Termination.** This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

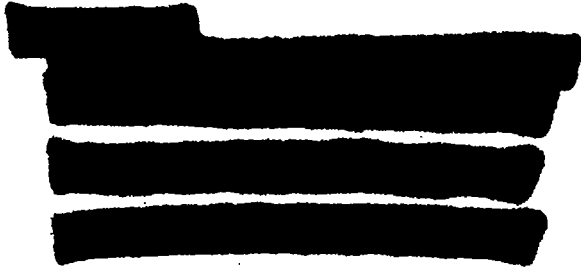
[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

Fidelity Summer Street Trust: Fidelity Capital
& Income Fund


By:  _____

Title: _____ Paul Murphy
Assistant Treasurer _____







Very truly yours,

Fidelity Advisor Series II: Fidelity Advisor
Strategic Income Fund

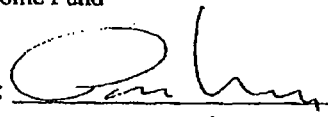
By:  _____

Title: _____ Paul Murphy Assistant Treasurer _____





Very truly yours,

Fidelity School Street Trust: Fidelity Strategic
Income Fund

By: 

Paul Murphy
Assistant Treasurer

Title: _____










Very truly yours,

Variable Insurance Products Fund: High
Income Portfolio

By: 

Title: _____ Paul Murphy _____
Assistant Treasurer










Very truly yours,

Fidelity Income Fund: Fidelity Total Bond
Fund

By: 

Title: _____ Paul Murphy _____
Assistant Treasurer

Very truly yours,

Fidelity Advisor Series I: Fidelity Advisor High
Income Fund

By:  _____

Paul Murphy

Title: _____ Assistant Treasurer _____













Very truly yours,

Fidelity Central Investments Portfolio LLC:
Fidelity High Income Central Fund 1

By: 

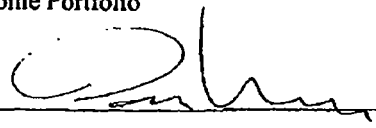
Paul Murphy
Assistant Treasurer

Title: _____





Very truly yours,

Variable Insurance Product Fund V: Strategic
Income Portfolio

By: 

Paul Murphy
Assistant Treasurer

Title: _____

Very truly yours,

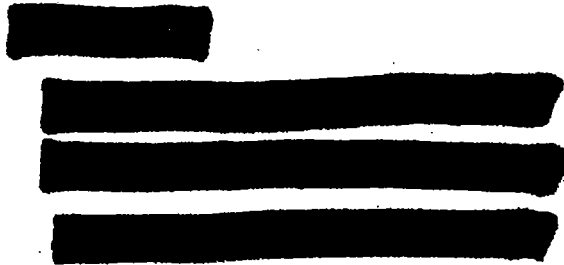
Fidelity Puritan Trust: Fidelity Puritan Fund

By:



Paul Murphy
Assistant Treasurer

Title: _____



90405

Very truly yours,

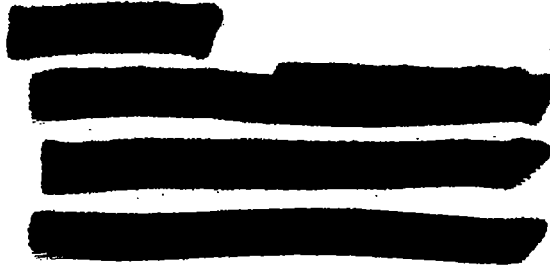
Fidelity Funds – US High Income

By:



Paul Murphy
Assistant Treasurer

Title: _____








71951

Very truly yours,

Master Trust Bank of Japan Ltd. Re: Fidelity
US High Yield

By: 

Title: 

[Signature Page to Commitment Letter]

75430

Very truly yours,

BUMA- UNIVERSAL FONDS III

By: *[Handwritten Signature]*

Title: VP

[Redacted]

[Signature Page to Commitment Letter]

757

Very truly yours,

Illinois Municipal Retirement Fund.

By: [Signature]

Title: VP

[Redacted]

[Signature Page to Commitment Letter]

TSJ050

Very truly yours,

Lucent Technologies Inc. Master Pension Trust.

By: [Handwritten Signature]

Title: VP

[Redacted]

[Signature Page to Commitment Letter]





756649

Very truly yours,

General Motors Trust Bank, National
Association.

By: 

Title: VP

[Signature Page to Commitment Letter]

T50453

Very truly yours,

General Motors Investment Management Corp.

By: [Signature]

Title: VP

[Redacted]

[Signature Page to Commitment Letter]

750052

Very truly yours,

General Motors Trust Bank, National
Association

By: [Signature]

Title: VP


[Redacted]

[Signature Page to Commitment Letter]

7892

Very truly yours,

Pyramis High Yield Bond Commingled Pool

By: 

Title: VP



[Signature Page to Commitment Letter]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.
2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.
3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
February 11, 2009

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

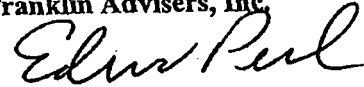
Charter Communications, Inc.
February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

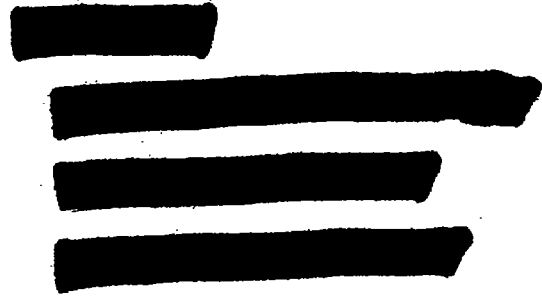
Very truly yours,

Franklin Advisers, Inc.



By: Edward D. Perks

Title: Senior Vice President



Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS
OPERATING, LLC

(only for purposes of Section 7 thereof)

By  _____

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.
2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.
3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
February 11, 2009

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

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may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

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February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

Lord, Abbett & Co. LLC on behalf of multiple clients

By: Christopher J. Fowler

Title: Director, High Yield Mgt.

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
February 11, 2009

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

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February 11, 2009

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

Charter Communications, Inc.
February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

Oaktree Opportunities Investments, L.P.

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: *Robert J. O'Leary*
Name: Robert J. O'Leary
Title: Authorized Signatory

By: *Edgar Lee*
Name: Edgar Lee
Title: Authorized Signatory

[REDACTED]

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.
2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.
3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

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messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court; and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

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10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

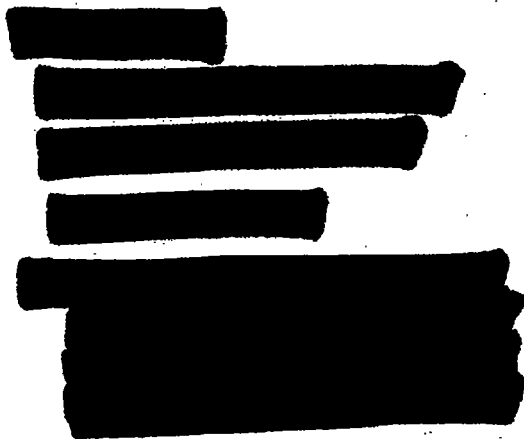
Very truly yours,

Western Asset Management Company, as
investment manager and agent on behalf of
certain client accounts.



By: Christopher Kilpatrick

Title: Research Analyst.



Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.
CCH I, LLC
CCH II, LLC
CHARTER COMMUNICATIONS
OPERATING, LLC
(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.
2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.
3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

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messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

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may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

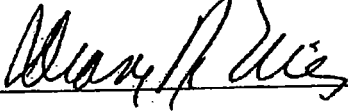
Charter Communications, Inc.
February 11, 2009

10. **Termination.** This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.





[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

MFC GLOBAL INVESTMENT
MANAGEMENT (U.S.), LLC

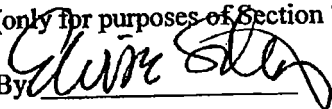
By: 

Title: Chief Administrative Officer

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.
CCH I, LLC
CCH II, LLC
CHARTER COMMUNICATIONS
OPERATING, LLC
(only for purposes of Section 7 thereof)

By: 

Title: _____