

SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

SCHEDULE 13D/A  
(Amendment No. 1)\*

Under the Securities Exchange Act of 1934

CHARTER COMMUNICATIONS, INC.

(Name of Issuer)

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

(Title of Class of Securities)

16117M305

(CUSIP Number)

Richard N. Baer, Esq.  
Senior Vice President and General Counsel  
Liberty Media Corporation  
12300 Liberty Boulevard  
Englewood, CO 80112  
(720) 875-5300

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

April 25, 2014

(Date of Event Which Requires Filing of this Statement)

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

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

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

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

CUSIP Number: 16117M305

1. Names of Reporting Persons.

~~Private Equity Group, L.P., a Delaware limited liability partnership~~

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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7. Sol<sup>b</sup>1

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

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The Reporting Person is filing this Statement to disclose that (i) it has entered into a voting agreement, a copy of which is included as Exhibit 7(b) to this Statement and incorporated herein by reference, at the request of, and with, Comcast Corporation, a Pennsylvania corporation ("Comcast"), to facilitate the consummation of certain transactions between Comcast and the Issuer and (ii) in connection with the execution of such voting agreement and as a result of certain transactions contemplated by the Transactions Agreement (as defined below), the Reporting Person and the Issuer clarified the effects of such transactions upon the parties' rights and obligations under the Stockholders Agreement. A copy of the letter reflecting such clarifications is included as Exhibit 7(c) to this Statement and incorporated herein by reference.

On April 28, 2014, Comcast and Charter disclosed that, on April 25, 2014, they entered into a binding agreement (the "Transactions Agreement"), which contemplates three transactions: (1) a contribution and spin-off transaction, (2) an asset exchange and (3) a purchase of assets (collectively, the "Transactions"). Comcast has announced that the Transactions are expected to be executed substantially contemporaneously with each other and will be consummated as promptly as practicable following the merger of a subsidiary of Comcast with Time Warner Cable Inc., a Delaware corporation ("TWC"), pursuant to the Agreement and Plan of Merger dated as of February 12, 2014, by and among Comcast, TWC and Tango Acquisition Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Comcast (the "Comcast-TWC Merger Agreement"), as previously announced by Comcast and TWC.

Also, as disclosed by Comcast and Charter, in connection with the Transactions, a wholly owned subsidiary of Charter ("New Charter") will convert into a corporation and thereafter, a newly formed, wholly owned subsidiary of New Charter will merge with and into Charter with the effect that all shares of Charter will be converted into shares of New Charter and New Charter will survive as the publicly-traded parent of Charter.

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VOTING AGREEMENT

AGREEMENT (this "Agreement"), dated as of April 25, 2014, between Comcast Coeril il an

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ARTICLE 6  
TERMINATION

Section 6.01. *Termination.* This Agreement and all obligations of the parties hereunder shall automatically terminate upon the earliest to occur of (a) immediately prior to the consummation of the transactions contemplated by the Transaction Agreement, (b) the termination of the Transaction Agreement in accordance with its terms (it being understood, for the avoidance of doubt, that following the entry into of the Long-Form Agreements, this Agreement shall not terminate pursuant to this clause (b) unless and until all Long-Form Agreements effecting the Spin-Off and the Merger have been terminated), (c) the date on which the Transaction Agreement is modified, amended or supplemented (with the entry into the Long-Form Agreements deemed to constitute a supplement to the Transaction Agreement to the extent the terms thereof are materially different from or inconsistent with the terms of the Transaction Agreement (as in effect immediately prior to such execution, modification, amendment or supplement)), or any waiver of any term, condition or provision of the Transaction Agreement is granted, which modification, amendment, supplement or waiver (i) is reasonably likely to have an adverse effect (other than any de minimis adverse effect) upon the Stockholder's rights and benefits under this Agreement or the Cheetah Stockholders Agreement (as such agreement is in effect on the date hereof), (ii) is reasonably likely to create any new or additional obligations upon the Stockholder (including with respect to its obligations under Section 5.03 hereunder) (it being understood that any additional Covered Matter arising from such modification, amendment, supplement or waiver shall not be deemed to create any new or additional obligations upon the Stockholder hereunder), or (iii) changes or modifies in any way the formulas to be used in connection with the calculation of the New Charter shares to be issued to the Cobra Stockholders, if such changes or modifications are reasonably likely to result in a material increase in the number of New Charter shares to be issued to the Cobra Stockholders as compared to the number of New Charter shares calculated to be so issuable pursuant to the formulas included in the Transaction Agreement as in effect on the date hereof, (d) the valid termination of the Cobra-TWC Merger Agreement in accordance with its terms, (e) at any meeting of stockholders of Cheetah at which a vote of Cheetah stockholders is taken on the Stock Issuance and the Stock Issuance is not approved by the requisite voting percentage, and (f) the earlier of (x) 150 days after the completion of the Comcast-TWC Transaction and (y) August 12, 2015. Upon the termination of this Agreement, neither Cobra nor the Stockholder shall

have any rights or obligations hereunder and this Agreement shall become null and void and have no further force or effect; *provided* that Section 5.03 (solely in the event this Agreement is terminated (x) pursuant to Section 6.01(a) or (y) pursuant to Section 6.01(f) but only if, in the case of a termination pursuant to Section 6.01(f), the Comcast-TWC Transaction is subsequently consummated and the Merger contemplated by the Transaction Agreement is subsequently consummated), this Section 6.01 and Sections 7.02 through 7.15 shall survive such termination. Notwithstanding the foregoing, the termination of this Agreement shall not prevent any party from seeking any remedies (at law or in equity) against any other party for that party's willful breach of any of the terms of this Agreement prior to the date of termination.

ARTICLE 7  
~~NOTICES~~ c rfele dted (l de dd n edob ANE miter hioLANE( ~

Section 7.01. *Further Assurances.* Cobra and the Stockholder will each execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions necessary to comply with its obligations under this Agreement.

Section 7.02. *Notices.* All notices, requests and other communications to any party hereunder will be in writing (including facsimile transmission and electronic mail ("e-mail") transmission, so long as a receipt of such e-mail is requested and received



Facsimile No.:  
Email:

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or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other party. All such notices, requests and other communications will be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m., local time, on a business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed to have been received on the next succeeding business day in the place of receipt.

Section 7.03. *Amendments and Waivers.* (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party or, in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

Section 7.04. *Documentation and Information.* The Stockholder consents to and authorizes the publication and disclosure by Cobra of the Stockholder's identity and holding of Covered Shares, and each party hereto consents to and

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authorizes disclosure of the other party's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information, in each case, that the reporting party reasonably determines is required to be disclosed by applicable law (including the rules and regulations promulgated by the Securities and Exchange Commission under U.S. federal securities laws) or the rules and regulations of any stock exchange on which such party's securities are listed for trading, *provided* that the reporting party shall give the other party and its legal counsel a reasonable opportunity to review and comment on such publications or disclosures prior to the same being made public, and the reporting party shall consider in good faith all comments of the other party in connection therewith.

Section 7.05. *Costs.* All costs and expenses incurred by the Stockholder with respect to this Agreement shall be paid by the party incurring such cost or expense.

Section 7.06. *Other Capacities.* Nothing in this Agreement shall be deemed to apply to, or to limit in any manner, the discretion of any Investor Designee (as defined in the Cheetah Stockholders Agreement) on the Board of Directors of Cheetah with respect to any action to be taken (or omitted) by such Investor Designee in his or her capacity as an officer or director of Cheetah.

Section 7.07. *Entire Agreement.* This Agreement constitutes the entire agreement between Cobra and the Stockholder with respect to the subject matter hereof and it supersedes all prior agreements and undertakings.

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Section 7.15. *No Ownership Interest.* All rights, ownership and economic benefits of and relating to the Covered Shares shall remain vested in and belong to the Stockholder (including through one or more of its subsidiaries), and Cobra shall have no authority to exercise any power or authority to direct the Stockholder in the voting of any of the Covered Shares (except as otherwise specifically provided herein) or in the performance of the Stockholder's duties or responsibilities as a direct or indirect stockholder of Cheetah.

*[The remainder of this page has been intentionally left blank; the next page is the signature page]*

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

**COMCAST CORPORATION**

By: /s/ Arthur R. Block  
Name: Arthur R. Block  
Title: Senior Vice President

[Signature Page to Voting Agreement]

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**LIBERTY MEDIA CORPORATION**

By: /s/ Richard N. Baer  
Name: Richard N. Baer  
Title: Senior Vice President and General Counsel

[Signature Page to Voting Agreement]

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April 25, 2014

Liberty Media Corporation  
12300 Liberty Boulevard  
Englewood, CO 80112  
Attention:

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