Number of Shares Beneficially	8.	Shared Voting Power None
Owned by Each	9.	Sole Dispositive Power 28,838,718 (1) (2)
	10.	Shared Dispositive Power None
11.	Aggregate A 28,838,718 (mount Beneficially Owned by Each Reporting Person 1) (2)
12.		Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) × res beneficially owned by the executive officers and directors of Liberty.
13.	Percent of Cl 26.3% (3)	ass Represented by Amount in Row (11)

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

Type of Reporting Person (See Instructions)

14.

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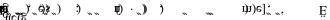
(2) Subject to certain restrictions contained in the Voting Agreement between Comcast Corporation and the Reporting Person, dated as of April 25, 2014, as amended. See Item 4 of the Liberty Schedule 13D and this Amendment (each as defined below).

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

2

UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, DC 20549

> SCHEDULE 13D/A (Amend9, HS



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

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

In anticipation of the Spin-Off, (i) the Reporting Person, the Issuer and Liberty Broadband entered into an Amendment to Stockholders Agreement, dated September 29, 2014 (the "Amendatentum Stockholders Agreement"), providing that, effective immediately prior to but subject to the consummation of the Spin-Off, Liberty Broadband will assume all of the Reporting Person's obligations and succeed to the Reporting Person's rights under the Stockholders Agreement and (ii) the Reporting Person, Comcast and Liberty Broadband entered into an Assignment and Assumption Agreement, dated October 2, 2014 (the "Assignment and Assumption of Voting Agreement"), providing that, effective immediately prior to but subject to the consummation of the Spin-Off, Liberty Broadband will assume all of the Reporting Person's obligations and succeed to the Reporting Person's rights under the Voting Agreement, subject to the Reporting Person's continuing obligations with respect to certain provisions (s (s (

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r $Plaza _{\mbox{\sc L}}^{\mbox{\sc Il}}$ to the Combana:

Charter Communications, Inc. 400 Atlantic Street

Stamford, CT 06901 Attention: Richard R. Dykhouse, Executive Vice President, General Counsel and

Corporate Secretary
Facsimile: Separately provided
E-Mail: Separately provided

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

Charter Communications, Inc.

5

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

If to the Investor:

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

Facsimile: Separately provided E-Mail: Separately provided

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

Baker Botts L.L.P. 30 Rockefeller Plaza 44tloFloor New York, NY 10112

would reasonably be expected to have, an adverse effect upon Liberty.				
c. Neither this Amendment nor any of the rights, interests or obligations under this Amendment will be assigned, in whole or in part, by any party hereto without the prior written cons ned b				
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	-			

EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

Pennsylvania corpo	THIS ASSIGNMENT oration (" <u>Cobra</u> "), Lib	AND ASSUMPTION ACcerty Media Corporation, a	GREEMENT, dated as of a Delaware corporation (the	October 2, 2014 (this " <u>Ass</u> ne " <u>Assignor</u> "), and Liberty	signment"), is by and among BroaAibertyer	Comcast Corporation, a