OFFER TO PURCHASE

Charter Communications Operating, LLC and Charter Communications Operating Capital Corp.

Offers to Purchase for Cash the Issuers' Outstanding Notes Described in the Table Below for Aggregate Consideration of up to $1,500,000,000, in Each Case, Subject to the Acceptance Priority Levels and Proration Set Forth Herein

EACH OF THE OFFERS (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON NOVEMBER 17, 2026, UNLESS EXTENDED OR EARLIER TERMINATED BY US IN OUR SOLE DISCRETION (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED OR EARLIER TERMINATED, THE "*EXPIRATION DATE*"). HOLDERS OF NOTES (EACH AS DEFINED BELOW) MUST VALIDLY TENDER THEIR NOTES AT OR PRIOR TO THE EXPIRATION DATE, AND NOT VALIDLY WITHDRAW THEIR NOTES AT OR PRIOR TO THE WITHDRAWAL DEADLINE (AS DEFINED BELOW), TO BE ELIGIBLE TO RECEIVE THE APPLICABLE CONSIDERATION (AS DEFINED BELOW), PLUS ACCRUED INTEREST (AS DEFINED BELOW). TENDERED NOTES MAY BE VALIDLY WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EARLIER OF (I) THE EXPIRATION DATE AND (II) IF THE APPLICABLE OFFER IS EXTENDED, THE 10TH BUSINESS DAY AFTER COMMENCEMENT OF SUCH OFFER (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED BY US IN OUR SOLE DISCRETION, THE "*WITHDRAWAL DEADLINE*"), BUT MAY NOT THEREAFTER BE VALIDLY WITHDRAWN, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW. THE OFFERS ARE SUBJECT TO CERTAIN CONDITIONS EXCEPT AS OTHERWISE PROVIDED FOR HEREIN AND DESCRIBED UNDER "CONDITIONS OF THE OFFERS."

Upon the terms and subject to the conditions set forth in this offer to purchase (as it may be amended or supplemented from time to time, this "*Offer to Purchase*"), Charter Communications Operating, LLC, a Delaware limited liability company ("*CCO*" or the "*Company*"), and Charter Communications Operating Capital Corp., a Delaware corporation ("*CCO Capital*" and, together with CCO, the "*Issuers*," "we," "us" or "our"), are making separate offers (each, an "*Offer*" and, collectively, the "*Offers*") to purchase for cash from each registered holder (each, a "*Holder*" and, collectively, the "*Holders*") of each series of notes described in the table below (collectively, the "*Notes*" and each, a "*Series*" of Notes). The Offers are open to all registered Holders of the Notes using a "waterfall" methodology under which we will accept Notes in the order of their respective Acceptance Priority Levels (as defined herein), subject to a $1.5 billion cap on the aggregate Consideration (as defined below) that we will be obligated to pay for all Notes purchased in the Offers (the "*Offer Cap*"). For the avoidance of doubt, the Offer Cap for Notes purchased in the Offers shall exclude the Accrued Interest (as defined below). We describe below the operation of this "waterfall" methodology with respect to each Series of Notes, which we refer to as the "*Acceptance Priority Procedures.*" Additionally, we may increase the amount of Notes accepted for payment in the Offers by no more than 2% of the outstanding Notes of the applicable Series subject to proration, as further described in the Acceptance Priority Procedures set forth below, without amending or extending the Offers.

The "Consideration" per $1,000 principal amount of each Series of Notes validly tendered, not validly withdrawn and accepted for purchase pursuant to the Offers will be determined in the manner described in this Offer to Purchase by reference to the fixed spread (the "*Fixed Spread*") specified for such Series of Notes in the table below over the yield to maturity (the "*Reference Yield*") based on the bid side price of the U.S. Treasury Security (the "*Reference U.S. Treasury Security*") specified in the table below for such Series of Notes, as calculated by BofA Securities, Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (the "*Joint-Lead Dealer Managers*" and, collectively with any other dealer managers we appoint, the "*Dealer Managers*") at 3:00 p.m., New York City time, on November 17, 2026, the scheduled Expiration Date (as defined herein) (subject to extension by us in our sole discretion, such time and date, as the same may be extended, the "*Price Determination Date*"). The formula for determining the applicable Consideration is set forth on Schedule A to this Offer to Purchase. Holders of a Series of Notes validly tendered at or prior to the Expiration Date (and not validly withdrawn at or prior to the Withdrawal Deadline) and accepted for purchase will receive the Consideration for such Series of Notes. Only Holders that validly tender their Notes (and do not validly withdraw their Notes) at or prior to the Expiration Date will be eligible to receive the applicable Consideration on the Settlement Date (as defined herein). If a Holder validly tenders its Notes, does not validly withdraw such Notes and the Company accepts such Notes for payment, subject to the terms and conditions of the Offers, the Company will also pay to such Holder all accrued and unpaid interest on such Notes up to, but not including, the Settlement Date ("*Accrued Interest*").

The following table summarizes the material pricing terms for the consideration for the Notes tendered pursuant to this Offer to Purchase:

Issuer	Title of Security	Acceptance Priority Level	CUSIP / ISIN[(1)]	Aggregate Principal Amount Outstanding (*in Millions*)[(2)]	Reference U.S. Treasury Security	Bloomberg Reference Page	Fixed Spread[(3)]
CCO Issuers	3.850% Senior Secured Notes Due 2061	1	161175BY9 / US161175BY99	$1,850	5.000% UST due August 15, 2056	FIT1	215 bps
CCO Issuers	3.950% Senior Secured Notes Due 2062	2	161175CG7 / US161175CG74	$1,400	5.000% UST due August 15, 2056	FIT1	220 bps
CCO Issuers	3.700% Senior Secured Notes Due 2051	3	161175BV5 / US161175BV50	$1,527	5.000% UST due August 15, 2056	FIT1	205 bps
CCO Issuers	3.900% Senior Secured Notes Due 2052	4	161175CA0 / US161175CA05	$1,884	5.000% UST due August 15, 2056	FIT1	205 bps

CCO Issuers	4.400% Senior Secured Notes Due 2061	5	161175CC6 / US161175CC60	$1,400	5.000% UST due August 15, 2056	FIT1	225 bps
CCO Issuers	3.500% Senior Secured Notes Due 2042	6	161175CE2 / US161175CE27	$897	5.125% UST due August 15, 2046	FIT1	205 bps
CCO Issuers	3.500% Senior Secured Notes Due 2041	7	161175BZ6 / US161175BZ64	$1,006	4.625% UST due August 15, 2036	FIT1	250 bps
CCO Issuers	4.800% Senior Secured Notes Due 2050	8	161175BT0 / US161175BT05	$1,605	5.000% UST due August 15, 2056	FIT1	220 bps

(1) No representation is made as to the correctness or accuracy of the CUSIP numbers or ISINs listed in this Offer to Purchase or printed on the Notes. Such information is provided solely for the convenience of the Holders of the Notes.
(2) Represents aggregate principal amount outstanding as of September 30, 2026.
(3) The Consideration for the Notes validly tendered at or prior to the Expiration Date, not validly withdrawn and accepted for purchase is calculated using the Fixed Spread.

Notes validly tendered and not validly withdrawn prior to the Expiration Date will be accepted for purchase in accordance with the acceptance priority levels set forth in the table above (each, an "*Acceptance Priority Level,*" with 1 being the highest Acceptance Priority Level and 8 being the lowest), subject to the Offer Cap. Subject to the satisfaction or waiver of the conditions of the Offers described in this Offer to Purchase and in accordance with the Acceptance Priority Levels set forth in the table above, the "*Acceptance Priority Procedures*" will operate as follows: if the aggregate Consideration for all Notes validly tendered by Holders at or prior to the Expiration Date does not exceed the Offer Cap, then we will accept all such Notes. However, if the aggregate Consideration for all Notes validly tendered at or prior to the Expiration Date by Holders exceeds the Offer Cap (subject to any increase in such Offer Cap at our discretion), then we will (i) accept for purchase all validly tendered Notes of each Series starting at the highest Acceptance Priority Level (level 1) and moving sequentially to Notes of each Series having a lower Acceptance Priority Level (the lowest of which is level 8) until the aggregate Consideration for all validly tendered Notes of the applicable Series, together with the aggregate Consideration for all Notes accepted for purchase from Series with higher Acceptance Priority Levels, is as close as possible to, but does not exceed the Offer Cap, (ii) accept on a prorated basis validly tendered Notes of the Series with the next lower Acceptance Priority Level, subject to our ability to increase the amount of Notes of such prorated Series by no more than 2% of the outstanding Notes of such Series without amending or extending the applicable Offer and (iii) not accept for purchase any Notes of a Series with an Acceptance Priority Level below the prorated Series. See "The Offers—Offer Cap; Acceptance Priority Levels; Proration" for more information on the possible proration of Notes.

We reserve the right to increase or decrease the Offer Cap, subject to compliance with applicable law, including the requirement to announce any such change (other than the acceptance for payment of an additional amount not to exceed 2% of any Series of Notes) no later than 9:00 a.m., New York City time, on the third business day before the Expiration Date, which could result in us purchasing a greater or lesser principal amount of Notes in the Offers. We are under no obligation to increase or decrease the Offer Cap.

Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn at or prior to the Expiration Date pursuant to the Offers is subject to the satisfaction or waiver of certain conditions, including the General Conditions (as defined herein). The Offers are, however, not conditioned on any minimum amount of the Notes being tendered, and no Offer is conditioned on the consummation of any other Offer. We may, in our sole discretion, waive any of the conditions to the Offers, in whole or in part, at any time and from time to time, subject to applicable law. See "Conditions of the Offers." If we terminate any Offer, then neither the Consideration nor any Accrued Interest will be paid or become payable to any Holder of the Notes pursuant to such Offer, and we will promptly return the Notes tendered pursuant to such Offer to the tendering Holders.

Any Holder of Notes desiring to tender all or any portion of such Holder's Notes must comply with the procedures for tendering Notes set forth herein in "Procedures for Tendering Notes." Holders must also obtain any consents or approvals that they need in order to tender their Notes. None of the Company, the Dealer Managers, the Information Agent and Tender Agent (as defined below) or the Trustee (as defined below) are responsible for Holders' compliance with these requirements.

The purpose of the Offers is to purchase for cash outstanding Notes for aggregate Consideration of up to the Offer Cap. See "Purpose and Financing of the Offers."

NONE OF THE COMPANY, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE AND COLLATERAL AGENT (THE "*TRUSTEE*"), THE INFORMATION AGENT AND TENDER AGENT, THE DEALER MANAGERS NOR THE DEPOSITORY TRUST COMPANY MAKES ANY RECOMMENDATION AS TO WHETHER A HOLDER SHOULD OR SHOULD NOT TENDER NOTES PURSUANT TO THE OFFERS.

The Joint-Lead Dealer Managers for the Offers are:

BofA Securities **J.P. Morgan** **Morgan Stanley**

November 10, 2026

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NOTICE TO HOLDERS

All of the outstanding Notes are held in book-entry form through the facilities of The Depository Trust Company (the "*DTC*") in New York City. Consequently, if you desire to tender your Notes pursuant to any of the Offers made in this Offer to Purchase, you must tender through DTC's Automated Tender Offer Program ("*ATOP*"), for which the Offers will be eligible, and follow the procedures for book-entry transfer described under "Procedures for Tendering Notes."

By using the ATOP procedures to tender Notes, you will not be required to deliver a letter of transmittal to the Information Agent and Tender Agent.

There are no guaranteed delivery provisions provided for by the Company in conjunction with the Offers under the terms of this Offer to Purchase. Holders must tender their Notes in accordance with the procedures set forth under "Procedures for Tendering Notes."

You should carefully review the information contained or incorporated by reference in this document. We, the Dealer Managers and D.F. King & Co., Inc. (the "*Information Agent and Tender Agent*") have not authorized any other person to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, such information or representation may not be relied upon as having been authorized by the Company, the Information Agent and Tender Agent, the Trustee or the Dealer Managers. Neither we nor the Dealer Managers are making an offer to purchase these securities in any jurisdiction where making any of the Offers or purchasing any of the Notes is not permitted. You should assume the information appearing in this Offer to Purchase is accurate only as of the date on the front cover page or the respective dates of the documents incorporated by reference. Our business, financial condition, results of operations and prospects may have changed since that date.

This Offer to Purchase contains important information that should be read before any decision is made with respect to the Offers.

This Offer to Purchase is based on information provided by us and other sources we believe to be reliable. Neither the Information Agent and Tender Agent nor the Dealer Managers make any representation or warranty that this information is accurate or complete, and none of them is responsible for this information. We have summarized portions of the indentures governing the Notes (each, as supplemented, an "*Indenture*" and, collectively, the "*Indentures*"), which were entered into by and among the Issuers, CCO Holdings, LLC ("*CCO Holdings*"), the subsidiary guarantors party thereto and the Trustee, and other information in a manner we believe to be accurate, but we refer you to the actual documents for a more complete understanding of what we discuss in this document. In making a decision whether to participate in any of the Offers, you must rely on your own examination of our business and the terms of such Offer as well as the Notes, including the merits and risks involved.

Any questions regarding the terms of the Offers may be directed to the Joint-Lead Dealer Managers. Requests for additional copies of documentation related to the Offers, requests for copies of the Indentures and any questions or requests for assistance in tendering may be directed to the Information Agent and Tender Agent. Their respective contact information appears on the back cover page of this Offer to Purchase. Any requests for additional copies of this Offer to Purchase may be directed to the Information Agent and Tender Agent. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning any of the Offers.

Because only registered holders of Notes may tender Notes, beneficial owners of Notes must instruct the broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender Notes on behalf of such beneficial owners. **Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offers. Accordingly, a beneficial owner wishing to participate in any of the Offers should contact its broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such beneficial owner must take action in order to so participate.**

With respect to each Offer, subject to all applicable securities laws and the terms set forth in this Offer to Purchase, the Company reserves the right, in its sole discretion, at any time, regardless of whether such conditions

shall have been satisfied prior to the Expiration Date, (1) to waive prior to the Expiration Date any and all conditions to the Offer, subject to applicable law, (2) to extend the Expiration Date and thereby delay acceptance for payment of, and the payment for, the Notes, (3) to extend or to terminate the Offer, (4) to modify or terminate the Offer and not accept for purchase any Notes upon failure of any of the conditions to the Offer, or (5) to otherwise amend the Offer in any respect. In the event that any Offer is terminated or otherwise not completed, the Consideration will not be paid or become payable to the Holders of Notes that have validly tendered and not validly withdrawn their Notes in connection with such Offer. The foregoing rights are in addition to the Company's right to delay acceptance for purchase of Notes tendered under any of the Offers or the purchase of Notes accepted for purchase in order to comply in whole or in part with any applicable law, subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer.

This document has not been filed with or reviewed by the Securities and Exchange Commission (the "*SEC*"), any state securities commission or any other regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this document. Any representation to the contrary is a criminal offense.

This Offer to Purchase does not constitute an offer to purchase in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such an offer under applicable securities or "blue sky" laws. The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained or incorporated by reference herein is correct as of any time subsequent to the date hereof or thereof, as applicable, or that there has been no change in the information set forth herein or in our or any of our subsidiaries or affiliates since the date hereof or thereof. This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments that may be issued or otherwise incurred by the Company.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Information Agent and Tender Agent, the Trustee or the Dealer Managers.

NONE OF THE COMPANY, THE DEALER MANAGERS, THE INFORMATION AGENT AND TENDER AGENT OR THE TRUSTEE MAKES ANY RECOMMENDATION IN CONNECTION WITH ANY OF THE OFFERS.

IMPORTANT DATES

Holders of Notes should take note of the following dates in connection with each of the Offers:

Date	Calendar Date	Event
Commencement Date.....	November 10, 2026.	The date of commencement of each of the Offers.
Withdrawal Deadline	Tendered Notes may be validly withdrawn at any time at or prior to the earlier of (i) the Expiration Date and (ii) if the applicable Offer is extended, the 10th business day after commencement of such Offer, but may not thereafter be validly withdrawn, unless otherwise required by applicable law. In addition, tendered Notes may be validly withdrawn at any time after the 60th business day after commencement of the applicable Offer if for any reason such Offer has not been consummated within 60 business days after commencement of such Offer.	The "*Withdrawal Deadline*" means the last time and date for Holders who have tendered Notes to withdraw any tendered Notes. Notes tendered at or prior to the Withdrawal Deadline may not be withdrawn after the Withdrawal Deadline unless withdrawal rights are required by applicable law. Notes tendered after the Withdrawal Deadline may not be withdrawn unless withdrawal rights are required by applicable law.
Price Determination Date.....	Expected to be on or about 3:00 p.m., New York City time, on November 17, 2026, unless extended or earlier terminated by the Company.	The "*Price Determination Date*" means the time and date on which the Joint-Lead Dealer Managers will calculate the applicable Consideration for each Series of Notes in the manner described in this Offer to Purchase by reference to the Fixed Spread for such Series of Notes specified on the front cover page of this Offer to Purchase over the Reference Yield based on the bid-side price of the Reference U.S. Treasury Security for such Series of Notes specified on the front cover page of this Offer to Purchase. The formula for determining the applicable Consideration for each Series of Notes is set forth on Schedule A to this Offer to Purchase.
Expiration Date	5:00 p.m., New York City time on November 17, 2026, unless extended or earlier terminated by the Company.	The "*Expiration Date*" means the time and date after which Holders may no longer tender Notes pursuant to the Offers for payment of the Consideration. Tenders of Notes submitted after the Expiration Date will not be valid.

		In the event that any of the Offers is extended, the "Expiration Date" for any such Offer shall mean the date on which such extension expires.
Settlement Date.....	Promptly after the Expiration Date, and expected to be on or about November 19, 2026, the second business day following the Expiration Date.	The "*Settlement Date*" means the date we will deposit with DTC the amount of money necessary to pay the aggregate Consideration payable to all Holders whose Notes are validly tendered at or prior to the Expiration Date and not validly withdrawn, and accepted for purchase, plus accrued and unpaid interest from the applicable last interest payment date to, but not including, the Settlement Date.

The above times and dates are subject to the absolute right of the Company to extend, amend and/or terminate any of the Offers, in its sole and absolute discretion (subject only to applicable law). Holders are advised to check with any bank, securities broker or other intermediary through which they hold Notes whether such intermediary would require specific instructions and conditions to participate in, or (in the limited circumstances in which withdrawal is permitted) withdraw their instruction to participate in, the applicable Offers before the deadlines set out above.

In the event that any Offer is withdrawn or otherwise not completed, or the conditions thereto are not satisfied (or waived by the Company in our sole discretion, subject to applicable law), the Consideration for the applicable Series of Notes will not be paid or become payable to Holders who have validly tendered and not validly withdrawn their Notes in connection with such Offer.

SUMMARY TERM SHEET

We are providing this summary term sheet for your convenience. It highlights certain material information in this Offer to Purchase, but does not describe all of the details of each of the Offers to the same extent described in this Offer to Purchase. The following summary is qualified in its entirety by the more detailed information appearing elsewhere, or incorporated by reference, in this Offer to Purchase. You are urged to read this Offer to Purchase in its entirety because it contains the full details of each of the Offers. Each undefined capitalized term used in this summary has the meaning set forth elsewhere in this Offer to Purchase.

If you have questions, please call the Information Agent and Tender Agent or the Joint-Lead Dealer Managers at their respective telephone numbers set forth on the back of this Offer to Purchase.

What are the Offers?	We are making separate offers to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, the Notes of each applicable Series (as set forth in the table on the front cover page of this Offer to Purchase) issued by the Issuers, validly tendered and not validly withdrawn up to the Offer Cap, in the order of the Acceptance Priority Levels and subject to proration.
What is the Offer Cap?.....	The Offer Cap is $1.5 billion of aggregate Consideration for all Notes purchased in the Offers (excluding Accrued Interest and excluding fees and expenses related to the Offers). The Company reserves the right to increase or decrease the Offer Cap, subject to compliance with applicable law, including the requirement to announce any such change (other than the acceptance for payment of an additional amount not to exceed 2% of any Series of Notes) no later than 9:00 a.m., New York City time, on the third business day before the Expiration Date. We may increase the amount of Notes accepted for payment in any of the Offers by no more than 2% of the outstanding Notes of the applicable Series subject to proration, as further described in the Acceptance Priority Procedures below, without amending or extending the applicable Offers. There can be no assurance that the Company will increase or decrease the Offer Cap.
Will all my Notes be accepted?	The Offer Cap is $1.5 billion of aggregate Consideration for all Notes purchased in the Offers (excluding Accrued Interest and excluding fees and expenses related to the Offers). Notes will be accepted in the order of their Acceptance Priority Levels, and Notes of lower Acceptance Priority Levels may not be accepted at all. Notes accepted for purchase in accordance with the terms and conditions of any Offer may be subject to proration so that the Company will only accept for purchase Notes for aggregate Consideration of up to the Offer Cap, with equal proration applied for Notes having the same Acceptance Priority Level, if applicable. In the event proration is required with respect to a Series of Notes, the Company will multiply the principal amount of each valid tender of such Series

	by the applicable proration factor and round the resulting amount down to the nearest integral multiple of $1,000. Depending on the proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than the minimum denomination of $2,000 principal amount being returned to such Holder, the Company will accept or reject all of such Holder's validly tendered Notes. See "The Offers—Offer Cap; Acceptance Priority Levels; Proration" for more information on the possible proration of Notes.
Why are we offering to purchase Notes?	We are making the Offers for the purpose of repurchasing the Notes and reducing our outstanding indebtedness. Any Notes that are tendered and accepted in the Offers will be retired and cancelled. See "Purpose and Financing of the Offers."
Is it possible to withdraw previously tendered Notes?	Notes tendered at or prior to the Withdrawal Deadline may not be withdrawn after the Withdrawal Deadline unless withdrawal rights are required by applicable law. Notes tendered after the Withdrawal Deadline may not be withdrawn unless withdrawal rights are required by applicable law. The Withdrawal Deadline is the last time and date for Holders who have tendered Notes to withdraw any tendered Notes. However, tendered Notes may be validly withdrawn at any time after the 60th business day after commencement of the applicable Offer if for any reason such Offer has not been consummated within 60 business days after commencement of such Offer.
When do the Offers expire?	Each Offer will expire at 5:00 p.m., New York City time, on November 17, 2026, unless such Offer is extended or earlier terminated, in our sole discretion. Tenders of Notes submitted after the Expiration Date will not be valid.
What is the Company offering to pay for my Notes? .	The Consideration for each $1,000 principal amount of each Series of Notes validly tendered, not validly withdrawn and accepted for purchase pursuant to the applicable Offers shall be determined in the manner described in this Offer to Purchase by reference to the Fixed Spread specified for such Series of Notes on the front cover page of this Offer to Purchase over the Reference Yield based on the bid side price of the Reference U.S. Treasury Security specified on the front cover page of this Offer to Purchase for such Series of Notes, as calculated by the Joint-Lead Dealer Managers on the Price Determination Date. The formula for determining the applicable Consideration is set forth on Schedule A to this Offer to Purchase. If a Holder validly tenders its Notes at or prior to the Expiration Date and does not validly withdraw its Notes at or prior to the Withdrawal Deadline and the Company accepts such Notes for payment, subject to

	the terms and conditions of the applicable Offer, the Company will pay such Holder the applicable Consideration, plus Accrued Interest for such Notes, on the Settlement Date.
When will I get paid?	The settlement date for each of the Offers (the "*Settlement Date*") is expected to be on or about the second business day following the scheduled Expiration Date. Assuming none of the Offers are extended or earlier terminated, the Company expects that the Settlement Date will be November 19, 2026.
How will you pay for my Notes?	We currently expect to fund the purchase of Notes pursuant to each of the Offers from existing sources of liquidity, consisting primarily of cash on hand, which may be supplemented, to the extent necessary, by borrowings under CCO's revolving credit facility, which we also intend to repay primarily with cash on hand.
Are there any conditions to the Offers?	Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to each of the Offers is conditioned upon the satisfaction or waiver by the Company of the General Conditions and is subject to the Offer Cap and the Acceptance Priority Levels. None of the Offers is conditioned on any minimum amount of the Notes being tendered, and no Offer is conditioned on the consummation of any other Offer. We may, in our sole discretion, waive any of the conditions to any of the Offers, in whole or in part, at any time and from time to time. See "Conditions of the Offers."
Can the Offers be extended, and, if so, under what circumstances?	Yes. We expressly reserve the right to extend the Expiration Date with respect to any Offer at any time, for any reason. Any such extension by us will be followed as promptly as practicable by announcement thereof, and in any event no later than 9:00 a.m., New York City time, on the next business day following the previously scheduled Expiration Date, in accordance with applicable law. See "The Offers—Expiration Date; Extension; Amendment; Termination."
Can the Offers be amended or terminated, and, if so, under what circumstances?	Yes. We expressly reserve the right, subject to applicable law, to terminate any of the Offers prior to the Expiration Date for any reason and not accept for payment any Notes not theretofore accepted for payment pursuant to such Offer, and otherwise amend the terms of any Offer in any respect. If the Company increases or decreases the applicable Consideration for any Series of Notes, or increases or decreases the percentage of the subject Notes sought in any Offer (other than the acceptance for payment of an additional amount, not to exceed 2% of any Series of the Notes, in any Offer), the Company will announce such change by press release or other widely disseminated public

	announcement no later than 9:00 a.m., New York City time, on the third business day before the Expiration Date for such Offer and, if necessary, will extend such Offer so that such announcement is made no later than such time. If the Company makes any other material change to the terms of an Offer, the Company will announce such change by press release or other widely disseminated public announcement no later than 9:00 a.m., New York City time, on the second business day before the Expiration Date for such Offer and, if necessary, will extend such Offer so that such announcement is made no later than such time.
How do I tender my Notes?	Each Holder who wishes to accept an Offer must comply with the procedures for tendering Notes described under "Procedures for Tendering Notes." For help with tendering Notes, contact the Information Agent and Tender Agent at one of its telephone numbers set forth on the back cover page of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.
If I change my mind, can I withdraw my tender of Notes?	Tenders of Notes may be withdrawn at any time at or prior to the Withdrawal Deadline by following the procedures described in this Offer to Purchase. Tenders of Notes previously made may not be withdrawn after the Withdrawal Deadline, unless otherwise required by applicable law. In addition, tendered Notes may be validly withdrawn at any time after the 60th business day after commencement of the applicable Offer if for any reason such Offer has not been consummated within 60 business days after commencement of such Offer. By tendering Notes pursuant to any of the Offers, the Holder of such Notes thereby agrees that the tender of Notes may not be withdrawn after the Withdrawal Deadline, unless otherwise required by applicable law. See "Withdrawal of Tenders."
Has the Company made any recommendation about the Offers?	No. None of the Company, the Trustee, the Information Agent and Tender Agent, the Dealer Managers or DTC has made any recommendation as to whether a Holder should or should not tender its Notes pursuant to any of the Offers.
Are there U.S. federal income tax implications if I tender my Notes?	The receipt of the Consideration will generally be a fully taxable transaction for U.S. federal income tax purposes. You should consult your tax advisors as to the specific tax consequences to you of any of the Offers. See "Certain U.S. Federal Income Tax Considerations."
Whom can I talk to if I have questions about the Offers?	You may contact BofA Securities, Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, the Joint-Lead Dealer Managers, if you have questions about any of the Offers. The Joint-Lead Dealer

	Managers' addresses and telephone numbers are set forth on the back cover of this Offer to Purchase.
Whom can I talk to if I have questions about procedures for tendering my Notes or if I need additional copies of this Offer to Purchase?.....	You may contact D.F. King & Co., Inc., the Information Agent and Tender Agent, if you have questions regarding the procedures for tendering Notes and for additional copies of this Offer to Purchase or related documents. Its address and telephone numbers are set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase also may be directed to your broker, dealer, commercial bank or trust company.

INFORMATION ABOUT THE COMPANY

Each of CCO and CCO Capital is an indirect subsidiary of Charter Communications, Inc., a Delaware corporation ("*Charter*"). CCO is a holding company with no operations of its own. CCO Capital is a company with no operations and no subsidiaries of its own. CCO and its direct and indirect subsidiaries, as well as CCO Capital, are managed by Charter. For the purposes of this section, the terms "we," "us" and "our" refer to Charter and its direct and indirect subsidiaries on a consolidated basis.

Overview

With the closing of the Cox Transactions, we added approximately 5.4 million residential customers becoming the nation's leading Internet and video provider, passing more than 70 million homes and businesses across the United States. In September 2026, we began offering the full suite of Spectrum residential and small business products across the Cox Communications footprint.

The competitive environment continued to challenge our Internet customer growth in the third quarter of 2026 with legacy Charter losing 156,000 Internet customers. Legacy Charter mobile lines grew by 440,000, and video customer losses improved compared to the prior year period, reflecting improvements to our video product offering.

In November 2026, we announced a new operating model focused on returning to growth, principally by winning more Internet customers, and becoming a simpler and more efficient organization.

To return to growth, we are reformulating our consumer proposition and go-to-market approach to increase Internet connects through simpler, more transparent offers, modified sales channel capabilities and the layering of mobile and video into our Internet offerings. We also intend to reduce churn through reconfigured promotional and retail offers and a more disciplined focus on the drivers of customer service calls, including continued investment in technology. We seek to maintain or increase average revenue per customer at connect and over the course of the customer relationship while returning to customer growth.

To become more efficient, we are redesigning how we operate our business to reduce complexity and focusing resources on activities that contribute most directly to growth. In addition to the more than $1 billion of annualized run-rate operating expense synergies we anticipate from the Cox Transactions, we are targeting an additional $2 billion of annualized run-rate operating expense savings over the next 18 months. We expect the savings to come primarily from eliminating projects that do not contribute to Internet growth, reducing management layers and obtaining better speed, quality and pricing from a more focused and narrowed set of vendors. We cannot provide assurance that we will achieve these synergies or savings in the amounts or timing we expect, or at all.

We currently offer Spectrum Internet speeds up to 1 Gbps across our entire footprint and multi-gigabit speeds in a portion of our footprint. Our network evolution initiative is designed to deliver symmetrical and multi-gigabit speeds across our entire footprint with convergence everywhere we operate. We spent $292 million and $1.1 billion on our subsidized rural construction initiative during the three and nine months ended September 30, 2026, respectively, and activated approximately 116,000 and 332,000 subsidized rural passings, respectively.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, regarding, among other things, our plans, strategies and prospects, both business and financial. Although we believe that our plans, intentions and expectations as reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions including, without limitation, the factors described under "Risk Factors" in Part I, Item 1A of our most recent Form 10-K filed with the SEC. Many of the forward-looking statements contained in this Offer to Purchase may be identified by the use of forward-looking words such as "believe," "future," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated," "aim," "on track," "target," "opportunity," "tentative," "positioning," "designed," "create," "predict," "project," "initiatives," "seek," "would," "could," "continue," "ongoing," "upside," "increases," "grow," "focused on" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this Offer to Purchase are set forth in our latest quarterly report on Form 10-Q, in our annual report on Form 10-K, and in other reports or documents that we file from time to time with the SEC, and include, but are not limited to:

- the inability to satisfy any of the General Conditions;
- our ability to sustain and grow revenues and cash flow from operations by offering Internet, mobile, video, voice, advertising and other services to residential and commercial customers, to adequately meet the customer experience demands in our service areas and to maintain and grow our customer base, particularly in the face of increasingly aggressive competition, the need for innovation and the related capital expenditures;
- the impact of competition from other market participants, including but not limited to incumbent telephone companies, direct broadcast satellite operators, wireless and satellite broadband and telephone providers, digital subscriber line providers, fiber to the home providers and providers of video content over broadband Internet connections;
- general business conditions, unemployment levels and the level of activity in the housing sector and economic uncertainty or downturn;
- our ability to develop and deploy new products and technologies including consumer services and service platforms;
- any events that disrupt our networks, information systems or properties and impair our operating activities or our reputation;
- the effects of governmental regulation on our business including subsidies to consumers, subsidies and incentives for competitors, costs, disruptions and possible limitations on operating flexibility related to, and our ability to comply with, regulatory conditions applicable to us;
- our ability to procure necessary services and equipment from our vendors in a timely manner and at reasonable costs including in connection with our network evolution and rural construction initiatives;
- our ability to obtain programming at reasonable prices or to raise prices to offset, in whole or in part, the effects of higher programming costs (including retransmission consents and distribution requirements);
- the ability to hire and retain key personnel;
- the availability and access, in general, of funds to meet our debt obligations prior to or when they become due and to fund our operations and necessary capital expenditures, either through (i) cash on hand, (ii) free cash flow, or (iii) access to the capital or credit markets;

- our ability to comply with all covenants in our indentures and credit facilities, any violation of which, if not cured in a timely manner, could trigger a default of our other obligations under cross-default provisions;

- our ability to achieve the cost synergies and growth opportunities contemplated by the transactions with Cox Communications, Inc. and its subsidiaries completed on August 19, 2026 (the "*Cox Transactions*");

- our ability to promptly, efficiently and effectively integrate acquired operations;

- changes in our or legacy Cox Communications operations' businesses, future cash requirements, capital requirements, results of operations, revenues, financial condition and/or cash flows;

- disruption in our business relationships as a result of the Cox Transactions; and

- the increase in indebtedness as a result of the Cox Transactions and the acquisition of Liberty Broadband Corporation, which will increase interest expense and may decrease our operating flexibility.

All forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by this cautionary statement. We are under no duty or obligation to update any of the forward-looking statements after the date of this Offer to Purchase.

INCORPORATION BY REFERENCE; ADDITIONAL INFORMATION

CCO Holdings files annual, quarterly, special reports and other information with the SEC. The Company is incorporating by reference certain information of CCO Holdings, filed with the SEC, which means that the Company discloses important information to you by referring you to those documents. The information incorporated by reference is an important part of this Offer to Purchase, and information that we file later with the SEC will automatically update and supersede this information. Specifically, we incorporate by reference the documents listed below and any future filings of CCO Holdings made with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (excluding any information furnished but not filed) after the date of this Offer to Purchase and prior to the Expiration Date.

- CCO Holdings' Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the SEC on January 30, 2026;

- CCO Holdings' Current Reports on Form 8-K as filed with the SEC on January 6, 2026, January 14, 2026, January 22, 2026, January 28, 2026, February 25, 2026, April 23, 2026, May 19, 2026, July 23, 2026, August 3, 2026, August 12, 2026, August 18, 2026, August 20, 2026, August 24, 2026, August 26, 2026, August 31, 2026, October 13, 2026, and October 27, 2026 (in each case excluding any information furnished but not filed); and

- CCO Holdings' Quarterly Reports on Form 10-Q for the three months ended March 31, 2026, as filed with the SEC on April 24, 2026, for the three and six months ended June 30, 2026, as filed with the SEC on July 24, 2026, and for the three and nine months ended September 30, 2026, as filed with the SEC on November 6, 2026.

The information in the above filings speaks only as of the respective dates thereof or, where applicable, the dates identified therein. Any statement contained in a document incorporated or deemed to be incorporated by reference into this Offer to Purchase will be deemed to be modified or superseded for purposes of this Offer to Purchase to the extent that a statement contained in this Offer to Purchase or any other subsequently filed document that is deemed to be incorporated by reference into this Offer to Purchase modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

CCO Holdings' SEC filings are available to the public on the SEC's website at *www.sec.gov*. You may also obtain a copy of these filings at no cost by writing to or telephoning us at the following address:

Charter Communications, Inc.
400 Washington Boulevard
Stamford, Connecticut 06902
Attention: Investor Relations
Telephone: (203) 905-7801

In reliance on Rule 12h-5 under the Exchange Act, the Company does not intend to file annual reports, quarterly reports, current reports or transition reports with the SEC. For so long as the Company relies on Rule 12h-5, certain financial information pertaining to the Company will be included in the financial statements of CCO Holdings filed with the SEC pursuant to the Exchange Act.

CERTAIN CONSIDERATIONS

In deciding whether to participate in any of the Offers, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the matters discussed below:

Position of the Company Concerning the Offers

None of the Company, the Trustee, the Dealer Managers, the Information Agent and Tender Agent, any of their respective subsidiaries or affiliates or any of their respective directors, officers, employees or representatives is making any recommendations to the Holders as to whether or not to tender all or any portion of the Notes, and none of the foregoing has authorized any person to make any such recommendation. Holders must decide whether to tender Notes and, if tendering, the amount of Notes to tender. Holders are urged to evaluate carefully all information in this Offer to Purchase, consult their own investment, legal and tax advisors and make their own decisions whether to tender Notes and, if so, the principal amount of Notes to tender.

Limited Trading Market

The Notes are not listed on any national or regional securities exchange. To the extent that Notes of a particular Series are validly tendered, not validly withdrawn and accepted by us for purchase pursuant to the applicable Offer, the trading market for Notes of such Series that remain outstanding is likely to become more limited than it is at present. To the extent a market continues to exist for such Series of Notes, the Notes may trade at a discount compared to present trading prices depending on prevailing interest rates, the market for debt instruments with similar credit features, our operating and financial performance and other factors. The extent of the market for any Series of Notes and the availability of market quotations will depend on the number of Holders of such Notes remaining at such time, the interest in maintaining a market in such Notes on the part of securities firms and other factors. There is no assurance that an active market in the Notes will exist, and no assurance can be made as to the prices at which the Notes may trade after the consummation of the Offers.

A debt security with a small outstanding principal amount available for trading (that is, a smaller "float") may command a lower price than would a comparable debt security with a larger float. Therefore, the market price for Notes of a particular Series that are not tendered and accepted for purchase pursuant to the applicable Offer may be adversely affected to the extent that the principal amount of Notes of such Series purchased pursuant to the applicable Offer reduces the float. A reduced float may also make the trading price of Notes that are not purchased in the Offers more volatile.

Conditions to the Consummation of the Offers

The consummation of each of the Offers is subject to the satisfaction or waiver of the General Conditions. These conditions are described in more detail in this Offer to Purchase under "Conditions of the Offers." Such conditions may not be met and, if none of the Offers are consummated, the market value and liquidity of the Notes may be materially adversely affected.

Treatment of Notes Not Tendered or Not Purchased in the Offers

Notes not tendered and purchased in the Offers will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the applicable Indenture, will remain unchanged. No amendments to these documents are being sought.

Subsequent Acquisitions of Notes

Regardless of whether any of the Offers are consummated, the Company or its affiliates may from time to time acquire Notes other than pursuant to the Offers through open market or privately negotiated transactions, through one or more additional tender or exchange offers, by redemptions under the terms of the applicable Indenture, or otherwise, upon such terms and conditions and at such prices as the Company or such affiliates may determine, which may be more or less than the prices to be paid pursuant to the Offers and could be for cash or other consideration.

Tax Matters

See "Certain U.S. Federal Income Tax Considerations" for a discussion of certain U.S. federal income tax considerations of the Offers.

Consideration

The consideration offered to purchase the Notes does not reflect any independent valuation of such Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Offers. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If you tender your Notes, you may or may not receive more than, or as much value as, if you choose to keep them.

Effect of the Offers on Holders of Notes Tendered and Accepted in the Offers

If your Notes are validly tendered, not validly withdrawn and accepted at or prior to the Expiration Date, you will receive the applicable Consideration plus Accrued Interest, but you will give up all rights and benefits associated with ownership of such Notes.

Withdrawal Rights

Tenders of Notes made at or prior to the Withdrawal Deadline may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but not thereafter, unless withdrawal rights are required by applicable law. In addition, with respect to any Offer, the Company may, in its sole and absolute discretion, subject to applicable law, extend the Withdrawal Deadline, the Expiration Date or, at any time prior to the Expiration Date, terminate such Offer. The Company may also extend the Expiration Date without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, unless otherwise required by applicable law. Payment of the applicable Consideration will not be made prior to the Settlement Date, the occurrence of which is dependent upon the satisfaction or waiver of the conditions to each of the Offers. Therefore, Holders that tender Notes at or prior to the Withdrawal Deadline could be forced to wait for an extended period of time before receiving payment, if at all, and will not after the Withdrawal Deadline have the ability to withdraw and trade tendered Notes unless the Company extends the Withdrawal Deadline or except in certain limited circumstances where withdrawal rights are required by applicable law. Unless withdrawal rights are required by applicable law, Notes tendered after the Withdrawal Deadline may not be withdrawn, and Holders that tender such Notes could be forced to wait for an extended period of time before receiving payment for their Notes, if at all.

However, tendered Notes may be validly withdrawn at any time after the 60th business day after commencement of the applicable Offer if for any reason such Offer has not been consummated within 60 business days after commencement of such Offer.

The Company will not be able to determine definitively whether any of the Offers are oversubscribed or what the effects of proration may be until after the Expiration Date. Therefore Holders of Notes may not be able to withdraw tenders of such Notes at the time the Company establishes the aggregate principal amount of Notes to be purchased pursuant to each of the Offers.

Effect of the Offer Cap, Acceptance Priority Procedures and Proration

Notes validly tendered at or prior to the Withdrawal Deadline may only be withdrawn at or prior to the Withdrawal Deadline, and Notes validly tendered after the Withdrawal Deadline may not be withdrawn, in each case unless otherwise required by applicable law. Depending on the principal amount of Notes validly tendered and not validly withdrawn as of the Expiration Date and the applicable Acceptance Priority Level, the Notes may or may not be accepted for purchase, in whole or in part. Notes accepted for purchase in accordance with the terms and conditions of the applicable Offers may be subject to proration so that the Company will only accept for purchase Notes for aggregate Consideration of up to the Offer Cap, with equal proration applied for Notes having the same Acceptance Priority Level, if applicable.

The Company reserves the right, subject to applicable law, with respect to the Notes, to increase or decrease the Offer Cap without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights, unless otherwise required by applicable law. Increasing the Offer Cap will increase the amount of Notes that may be accepted for purchase by the Company. If Holders tender more Notes in the applicable Offers than they expect to be accepted for purchase by the Company based on the Offer Cap, and the Company subsequently accepts more of such Notes validly tendered and not validly withdrawn because it increases the Offer Cap or otherwise, on or after the Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes. Accordingly, Holders should not tender any Notes that they do not wish to be accepted in the Offers.

If the Company increases or decreases the applicable Consideration for any Series of Notes, or increases or decreases the percentage of the subject Notes sought in any Offer (other than the acceptance for payment of an additional amount, not to exceed 2% of any series of the Notes, in any Offer), the Company will announce such change by press release or other widely disseminated public announcement no later than 9:00 a.m., New York City time, on the third business day before the Expiration Date for such Offer and, if necessary, will extend such Offer so that such announcement is made no later than such time. Because the Offers are expected to remain open for only five business days, any such change may require an extension of the Expiration Date.

The Company will not be able to definitively determine whether any of the Offers are oversubscribed or what the effects of proration may be with respect to the Notes until after the Expiration Date has passed. Therefore, you will not be able to withdraw tenders of your Notes at the time the Company establishes the amount of Notes to be purchased pursuant to the Offers.

PURPOSE AND FINANCING OF THE OFFERS

Purpose of the Offers

The purpose of the Offers is to purchase for cash outstanding Notes up to the Offer Cap. We are making the Offers for the purpose of repurchasing the Notes and reducing our outstanding indebtedness.

Financing of the Offers

Assuming the conditions to each of the Offers are satisfied or waived and Notes are accepted for payment by the Company in the Offers up to the Offer Cap, the aggregate Consideration for all Notes purchased in the Offers will be $1.5 billion (excluding Accrued Interest and fees and expenses related to each of the Offers). We will fund the purchase of Notes pursuant to each of the Offers from existing sources of liquidity, consisting primarily of cash on hand, which may be supplemented, to the extent necessary, by borrowings under CCO's revolving credit facility, which we also intend to repay primarily with cash on hand. Consummation of each of the Offers is conditioned on the satisfaction or waiver of the General Conditions. See "Conditions of the Offers."

Position Regarding the Offers

None of the Company, the Trustee, the Information Agent and Tender Agent, the Dealer Managers or DTC makes any recommendation as to whether any Holder should tender or refrain from tendering any or all of such Holder's Notes, and neither the Company nor any of its affiliates has authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in this Offer to Purchase, consult their investment and tax advisors and make their own decisions about whether to tender Notes, and, if they wish to tender Notes, the principal amount of Notes to tender.

THE OFFERS

This Offer to Purchase contains important information, and you should read it carefully in its entirety before you make any decision with respect to any of the Offers.

General

The Issuers hereby make separate offers, upon the terms and subject to the conditions set forth in this Offer to Purchase, to purchase for cash the Notes that are validly tendered and not validly withdrawn up to the Offer Cap, subject to the Acceptance Priority Levels and proration. The Offer Cap is $1.5 billion of aggregate Consideration for all Notes purchased in the Offers (excluding Accrued Interest and fees and expenses related to the Offers).

The consideration offered for each $1,000 principal amount of each Series of Notes subject to the Offers validly tendered and not validly withdrawn at or prior to the Expiration Date and accepted for purchase will be the applicable Consideration, which will be payable on the Settlement Date.

Upon the terms and subject to the conditions of the Offers, in addition to the applicable Consideration, Holders who validly tender and do not validly withdraw their Notes in any of the Offers and whose Notes are accepted for purchase will also be paid Accrued Interest from the last interest payment date to, but excluding, the Settlement Date, payable on the Settlement Date. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by DTC.

Notes that are validly tendered and not validly withdrawn at or prior to the Expiration Date may be subject to proration and will be purchased by the Company, subject to the Offer Cap in accordance with the Acceptance Priority Level for any Notes subject to the applicable Offers. **For more information regarding possible proration with respect to a particular Series of Notes, please see "—Offer Cap; Acceptance Priority Levels; Proration" below.**

The Settlement Date is expected to be on or about November 19, 2026, the second business day following the scheduled Expiration Date.

Payment for the Notes will be made by the deposit of immediately available funds by the Company with DTC on the Settlement Date. The Information Agent and Tender Agent will act as agent for the tendering Holders for the purpose of receiving payments from the Company and transmitting such payments to such Holders.

If the Company increases or decreases the applicable Consideration for any Series of Notes, or increases or decreases the percentage of the subject Notes sought in any Offer (other than the acceptance for payment of an additional amount, not to exceed 2% of any Series of the Notes, in any Offer), the Company will announce such change by press release or other widely disseminated public announcement no later than 9:00 a.m., New York City time, on the third business day before the Expiration Date for such Offer and, if necessary, will extend such Offer so that such announcement is made no later than such time. If the Company makes any other material change to the terms of an Offer, the Company will announce such change by press release or other widely disseminated public announcement no later than 9:00 a.m., New York City time, on the second business day before the Expiration Date for such Offer and, if necessary, will extend such Offer so that such announcement is made no later than such time.

Consideration

The Consideration for each $1,000 in principal amount of each Series of Notes validly tendered at or prior to the Expiration Date, not validly withdrawn, and accepted for purchase pursuant to the applicable Offer will be calculated as described in Schedule A hereto, so as to result in a price based on a yield to the applicable par call date or maturity date (in accordance with market practice) for such Series of Notes equal to the sum of:

- the Reference Yield, calculated by the Joint-Lead Dealer Managers in accordance with standard market practice, corresponding to the bid-side price of the Reference U.S. Treasury Security set forth for such Series of Notes on the front cover page of this Offer to Purchase at 3:00 p.m., New York City time, on the Price Determination Date, *plus*

- the Fixed Spread set forth for such Series of Notes on the front cover page of this Offer to Purchase.

This sum is referred to in this Offer to Purchase as the "*Tender Offer Yield*" for the Notes. Specifically, the Consideration per $1,000 in principal amount of each Series of Notes will equal:

- the present value per $1,000 in principal amount of each Series of Notes of all remaining payments of principal and interest on such Series of Notes to be made to (and including) the applicable par call date or maturity date (in accordance with market practice), discounted to the applicable Settlement Date in accordance with the formula set forth in Schedule A to this Offer to Purchase, at a discount rate equal to the applicable Tender Offer Yield, *minus*

- accrued and unpaid interest to, but excluding, the scheduled Settlement Date per $1,000 in principal amount of such Series of Notes.

For the avoidance of doubt, if the applicable Tender Offer Yield as determined in accordance with this Offer to Purchase is less than the contractual annual rate of interest, then such Consideration will be calculated based on the par call date; if the applicable Tender Offer Yield as determined in accordance with this Offer to Purchase is higher than or equal to the contractual annual rate of interest, then such Consideration will be calculated based on the maturity date.

The total consideration paid to Holders of Notes who tender their Notes at or prior to the Expiration Date and whose Notes are accepted for purchase pursuant to any of the Offers will be the applicable Consideration thereof plus accrued and unpaid interest up to, but excluding, the Settlement Date, per $1,000 in principal amount of each Series of Notes purchased pursuant to the applicable Offers rounded to the nearest cent. The Joint-Lead Dealer Managers will calculate the Reference Yield, Tender Offer Yield, Consideration and accrued and unpaid interest with respect to each Series of Notes, and their calculations will be final and binding absent manifest error. The Company will publicly announce the actual Consideration promptly after it is determined. Because the Consideration for each Series of Notes is based on a fixed-spread pricing formula linked to the yield on the applicable Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the applicable Offer will be affected by changes in such yield during the term of the applicable Offer before the Price Determination Date. Although the Reference Yield on the Price Determination Date will be determined only as set forth herein, information regarding the closing yield on the Reference U.S. Treasury Security on any day may be found in *The Wall Street Journal* online edition. Prior to the Price Determination Date, Holders may obtain hypothetical quotes of the Tender Offer Yield and Consideration (calculated as of a then-recent time) by contacting the Joint-Lead Dealer Managers at their telephone numbers on the back cover of this Offer to Purchase. Except as otherwise discussed below, after the Price Determination Date, when the Consideration is no longer linked to the yield on the Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the applicable Offer will be known and Holders will be able to ascertain the applicable Consideration in the manner described above. The Trustee shall have no responsibility to calculate or determine the Reference Yield, Tender Offer Yield, Consideration or accrued and unpaid interest with respect to the Notes or any related amounts.

Offer Cap; Acceptance Priority Levels; Proration

Notes validly tendered and not validly withdrawn prior to the Expiration Date will be accepted for purchase in accordance with the Acceptance Priority Levels set forth in the table on the front cover of this Offer to Purchase, subject to the Offer Cap. Subject to the satisfaction or waiver of the conditions of each Offer described in this Offer to Purchase and in accordance with the Acceptance Priority Levels set forth in the table on the front cover of this Offer to Purchase, the Acceptance Priority Procedures will operate as follows: if the aggregate Consideration for all Notes validly tendered by Holders at or prior to the Expiration Date does not exceed the Offer Cap, then we will accept all such Notes. However, if the aggregate Consideration for all Notes validly tendered at or prior to the Expiration Date by Holders exceeds the Offer Cap (subject to any increase in such Offer Cap at our discretion), then we will (i) accept for purchase all validly tendered Notes of each Series starting at the highest Acceptance Priority Level (level 1) and moving sequentially to Notes of each Series having a lower Acceptance Priority Level (the lowest of which is level 8) until the aggregate Consideration for all validly tendered Notes of the applicable Series, together with the aggregate Consideration for all Notes accepted for purchase from Series with higher Acceptance Priority Levels, is as close as possible to, but does not exceed the Offer Cap, (ii) accept on a prorated basis validly tendered Notes of the Series with the next lower Acceptance Priority Level, subject to our ability to increase the amount of Notes of such prorated Series

by no more than 2% of the outstanding Notes of such Series without amending or extending the applicable Offer and (iii) not accept for purchase any Notes of a Series with an Acceptance Priority Level below the prorated Series. If the aggregate Consideration for Notes of a given Acceptance Priority Level, together with all Notes of higher Acceptance Priority Levels accepted for purchase, would exceed the Offer Cap, Notes of such Acceptance Priority Level will be accepted on a pro rata basis, disregarding fractions, according to the principal amount of such Notes validly tendered by each Holder at or prior to the Expiration Date, and no Notes of any lower Acceptance Priority Level will be accepted.

If proration of tendered Notes is required, the Company will determine the applicable final proration factor as soon as practicable after the Expiration Date and will use commercially reasonable efforts to announce the results of proration by press release prior to 10:00 a.m., New York City time, on the business day following the Expiration Date. In applying the proration factor, the Company will multiply the principal amount of each valid tender of Notes of the prorated Series by the proration factor and round the resulting amount down to the nearest $1,000 principal amount to avoid accepting tendered Notes in principal amounts other than integral multiples of $1,000. Depending on the amount tendered and the proration factor applied, if the principal amount of any Notes that would be returned to a Holder as a result of proration would result in less than the applicable minimum denomination for tenders, as described in "Acceptance of Notes for Purchase and Payment; Accrual of Interest," being returned to such Holder, the Company will, in its sole discretion, accept all or reject all of such Holder's validly tendered Notes, subject to the Offer Cap. The excess principal amount of Notes not accepted will be promptly returned to the tendering Holders. The Company may increase or waive the Offer Cap without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights, subject to applicable law.

No Appraisal or Similar Rights

Neither the Indentures nor applicable law gives the Holders any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with any of the Offers.

Expiration Date; Extension; Amendment; Termination

Each of the Offers will expire at 5:00 p.m., New York City time, on November 17, 2026, unless we extend the Expiration Date in our sole discretion. In the event that we extend any of the Offers, the term "*Expiration Date*" with respect to such extended Offer shall mean the time and date on which any such Offers, as so extended, will expire. We expressly reserve the right to extend any of the Offers from time to time or for such period or periods as we may determine in our sole discretion by giving oral (to be confirmed in writing) or written notice of such extension to the Information Agent and Tender Agent and by making a public announcement by press release to PR Newswire or a similar news service no later than 9:00 a.m., New York City time, on the next business day following the previously scheduled Expiration Date. Tenders of Notes submitted after the Expiration Date will not be valid.

During any extension of any of the Offers, all Notes previously tendered and not accepted for purchase will remain subject to the applicable Offers and may, subject to the terms and conditions of the applicable Offers, be accepted for purchase by us.

To the extent we are legally permitted to do so, we expressly reserve the absolute right, in our sole discretion, at any time prior to the Expiration Date (i) to waive any condition to any of the Offers, subject to applicable law, (ii) to amend any of the terms of any of the Offers, (iii) to extend the Expiration Date or (iv) to terminate any of the Offers by giving oral (to be confirmed in writing) or written notice of such waiver, amendment, extension or termination to the Information Agent and Tender Agent and by making a public announcement by press release to PR Newswire or a similar news service as promptly as practicable subject to applicable law. Any waiver, amendment, modification or termination of an Offer will apply to all Notes tendered pursuant to such Offer.

If the Company increases or decreases the applicable Consideration for any Series of Notes, or increases or decreases the percentage of the subject Notes sought in any Offer (other than the acceptance for payment of an additional amount, not to exceed 2% of any Series of the Notes, in any Offer), the Company will announce such change by press release or other widely disseminated public announcement no later than 9:00 a.m., New York City time, on the third business day before the Expiration Date for such Offer and, if necessary, will extend such Offer so that such announcement is made no later than such time. If the Company makes any other material change to the terms of an Offer, the Company will announce such change by press release or other widely disseminated public

announcement no later than 9:00 a.m., New York City time, on the second business day before the Expiration Date for such Offer and, if necessary, will extend such Offer so that such announcement is made no later than such time.

We also reserve the right to terminate any of the Offers if any condition of such Offer is not satisfied or for any other reason as determined by us in our sole discretion. In the event that any of the Offers are terminated or otherwise not completed, the applicable Consideration will not be paid or become payable and the Notes tendered pursuant to such Offer and not previously accepted and purchased will be promptly returned to the tendering Holders.

Representations, Warranties and Covenants of Holders of Notes

By tendering its Notes through the submission of an electronic acceptance instruction in accordance with the requirements of ATOP, each Holder (which term in this subsection "Representations, Warranties and Covenants of Holders of Notes" includes any beneficial owner on whose behalf a Holder is acting) will be deemed to represent, warrant and undertake the following to the Company, the Dealer Managers and the Information Agent and Tender Agent:

1. Such Holder irrevocably constitutes and appoints the Information Agent and Tender Agent as such Holder's true and lawful agent and attorney-in-fact (with full knowledge that the Information Agent and Tender Agent also acts as the agent of the Company) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Notes on the account books maintained by DTC or the applicable clearing system to, or upon the order of, the Company, (ii) present such Notes for transfer of ownership on the books of the Company and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms and conditions of the applicable Offers.

2. Such Holder understands that tenders with respect to Notes may be withdrawn in accordance with the procedures described under "Withdrawal of Tenders" at any time at or prior to the Withdrawal Deadline (and thereafter only to the extent described therein). In the event of a termination of any of the Offers, the Notes tendered pursuant to the applicable Offers will, as applicable, be credited to the account maintained at DTC from which such Notes were delivered.

3. Such Holder understands that tenders of Notes pursuant to any of the procedures described in this Offer to Purchase and acceptance of such Notes for purchase by the Company will constitute a binding agreement between such tendering Holder and the Company upon the terms and subject to the conditions of the applicable Offer. For purposes of the applicable Offer, such Holder understands that validly tendered and not validly withdrawn Notes (or defectively tendered Notes with respect to which the Company has waived or caused to be waived such defect) will be deemed to have been accepted for purchase by the Company when the Company gives written notice of such acceptance to the Information Agent and Tender Agent.

4. Such Holder has full power and authority to tender, sell, assign and transfer the Notes tendered hereby and that when such tendered Notes are accepted for purchase and payment by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and together with all rights attached thereto. Such Holder will, upon request, execute and deliver any additional documents deemed by the Information Agent and Tender Agent or by the Company to be necessary or desirable to complete the sale, assignment, transfer and cancellation of the Notes tendered hereby or to evidence such power and authority.

5. Such Holder understands that tender of the Notes pursuant to the procedures described in "Procedures for Tendering Notes" of this Offer to Purchase constitute such Holder's acceptance of the terms and conditions of the applicable Offer. The Company's acceptance for purchase of Notes tendered pursuant to the applicable Offer will constitute a binding agreement between such tendering Holder and the Company upon the terms and subject to the conditions of the applicable Offer.

6. Such Holder has read and agreed to all of the terms of the applicable Offer. All authority conferred or agreed to be conferred shall not be affected by, and shall survive, the death or incapacity of the Holder, and any obligation of the Holder hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the Holder.

7. Such Holder acknowledges that on submitting the required electronic instructions to DTC, the Holder is deemed to agree that the relevant Notes will be blocked in DTC system with effect from the date the relevant tender of Notes is made until the earlier of (i) the time of settlement on the relevant Settlement Date and (ii) the date on which the tender for the Notes is terminated by the Company or on which such tender is validly withdrawn, in each case in accordance with the terms of this Offer to Purchase.

8. Such Holder hereby requests that any Notes representing principal amounts not accepted for purchase be released in accordance with DTC procedures.

9. Such Holder understands that, subject to the terms and conditions of the applicable Offer, the Company will pay the applicable Consideration and the Accrued Interest up to, but not including, the Settlement Date for those Notes that are accepted and that were validly tendered and not validly withdrawn at or prior to the Expiration Date.

10. Such Holder recognizes that the Company may terminate or amend any of the Offers or may postpone the acceptance for payment of, or the payment for, Notes tendered or may not be required to purchase any of the Notes tendered hereby.

11. Such Holder understands that the delivery and surrender of any Notes is not effective, and the risk of loss of the Notes does not pass to the Information Agent and Tender Agent, until receipt by the Information Agent and Tender Agent of a Book-Entry Confirmation and an agent's message, together with any other required documents in form satisfactory to the Company. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Company, in its sole and absolute discretion, which determination shall be final and binding.

12. Such Holder has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any requisite payments due from such Holder in each respect in connection with any offer or acceptance, in any jurisdiction, and such Holder has not taken or omitted to take any action in breach of the terms of any of the Offers or which will or may result in the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with any of the Offers or tender of any of the Notes in connection therewith.

13. Such Holder is not from or located in any jurisdiction where the making or acceptance of any of the Offers does not comply with the laws of that jurisdiction.

IF A HOLDER THAT DESIRES TO TENDER ITS NOTES IS UNABLE TO PROVIDE THE REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS SET FORTH ABOVE, SUCH HOLDER SHOULD CONTACT THE DEALER MANAGERS OR INFORMATION AGENT AND TENDER AGENT IMMEDIATELY.

ACCEPTANCE OF NOTES FOR PURCHASE AND PAYMENT; ACCRUAL OF INTEREST

Upon the terms and subject to the conditions set forth herein (including, if any of the Offers are supplemented or amended, the terms of any such supplement or amendment), the Company will pay for Notes accepted for purchase in the applicable Offers by depositing such payment in cash with DTC. The Information Agent and Tender Agent will act as agent for the tendering Holders for the purpose of receiving tenders of Notes. Upon the terms and subject to the conditions of the applicable Offers, delivery by the Company of the applicable Consideration and accrued and unpaid interest for Notes subject to the applicable Offers tendered at or prior to the Expiration Date and accepted for purchase will be made on the Settlement Date.

If Notes subject to the Offers are validly tendered and not validly withdrawn, if applicable, such that the aggregate Consideration for all Series of Notes tendered in the Offers exceeds the Offer Cap, proration of Notes subject to the terms of the Offers may result. For more information on possible proration, please see "The Offers—Offer Cap; Acceptance Priority Levels; Proration."

Under no circumstances will any additional interest or additional consideration be payable because of any delay in the transmission of funds with respect to purchased Notes.

We expressly reserve the right, in our sole discretion, to delay acceptance for purchase of, or payment for, Notes tendered under any of the Offers (subject to Rule 14e-1(c) under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited pursuant to the Offers promptly after termination or withdrawal of the Offers, as applicable), or to terminate any of the Offers and not accept for purchase any Notes not previously accepted for purchase, (1) if any of the General Conditions shall not have been satisfied or waived by us, or (2) in order to comply with any applicable law.

In all cases, payment for Notes purchased pursuant to the Offers will be made only after timely receipt by the Information Agent and Tender Agent of (1) confirmation of a book-entry transfer of the Notes into the Information Agent and Tender Agent's account at DTC and (2) an "agent's message" (as defined in "Procedures for Tendering Notes").

For purposes of each of the Offers, we will have accepted for purchase validly tendered Notes, if, as and when we give written notice to the Information Agent and Tender Agent of our acceptance of the Notes for purchase pursuant to the Offers. In all cases, payment for Notes purchased pursuant to the Offers will be made by deposit of the applicable Consideration plus accrued and unpaid interest up to, but excluding, the Settlement Date, in immediately available funds with the Information Agent and Tender Agent, which will act as your agent for the purpose of receiving payments from us and transmitting payments to you. Subject to applicable laws, if, for any reason whatsoever, acceptance for purchase of, or payment for, any Notes tendered pursuant to any of the Offers is delayed (whether before or after our acceptance for purchase of the Notes) or we extend any of the Offers or are unable to accept for purchase, or pay for, the Notes tendered pursuant to any of the Offers, then, without prejudice to our rights set forth herein, we may instruct the Information Agent and Tender Agent to retain tendered Notes, and those Notes may not be withdrawn, except as required by applicable law.

If any of the Offers are terminated, or Notes are not accepted for payment pursuant to any of the Offers, then no consideration will be paid or payable to Holders of Notes. If any tendered Notes are not purchased pursuant to any of the Offers for any reason, then such Notes will be credited to the account maintained at DTC from which such Notes were delivered promptly following the earlier of the Expiration Date or date of termination of the applicable Offers.

We reserve the right, pursuant to the Offers, to transfer or assign, in whole at any time, or in part from time to time, to one or more of our affiliates, the right to purchase Notes tendered pursuant to the Offers, but any such transfer or assignment will not relieve us of our obligations pursuant to the Offers or prejudice the rights of tendering Holders to receive consideration pursuant to the Offers.

Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. No alternative, conditional or contingent tenders will be

accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of $2,000 principal amount and integral multiples of $1,000 in excess thereof.

Holders who tender their Notes through ATOP will not be obligated to pay brokerage fees or commissions to the Dealer Managers, the Information Agent and Tender Agent or the Company, or, except as described under "Fees and Expenses," transfer taxes on the purchase of the Notes by us pursuant to the Offers. Beneficial owners who hold Notes through a broker, dealer, commercial bank, trust company or other nominee should consult that nominee as to whether it charges any fees. We will pay all fees and expenses of the Dealer Managers and the Information Agent and Tender Agent in connection with each of the Offers.

PROCEDURES FOR TENDERING NOTES

In order to participate in each of the Offers, you must validly tender your Notes to the Information Agent and Tender Agent as described below. It is your responsibility to validly tender your Notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender. If you need help in tendering your Notes, please contact the Information Agent and Tender Agent, whose address and telephone numbers are listed on the back cover page of this Offer to Purchase.

Book-Entry Delivery of the Notes; Tender through ATOP

All of the Notes were issued in book-entry form, and all of the Notes are currently represented by one or more global certificates registered in the name of a nominee of DTC. We have confirmed with DTC that the Notes may be tendered using the ATOP procedures instituted by DTC. DTC participants may electronically transmit their acceptance of the Offers by causing DTC to transfer their outstanding Notes to the Information Agent and Tender Agent using the ATOP procedures. In connection with each book-entry transfer of Notes to the Information Agent and Tender Agent, DTC will send an "agent's message" to the Information Agent and Tender Agent, which, in turn, will confirm its receipt of the book-entry transfer (a "*Book-Entry Confirmation*"). The term "*agent's message*" means a message transmitted by DTC to, and received by, the Information Agent and Tender Agent and forming a part of the Book-Entry Confirmation, stating that DTC has received an express acknowledgement from the participant in DTC tendering Notes that such participant has received and agrees to be bound by the terms of this Offer to Purchase and that the Company may enforce such agreement against the participant.

By using the ATOP procedures to tender Notes, you will not be required to deliver a letter of transmittal to the Information Agent and Tender Agent. There will be no letter of transmittal in connection with the Offers.

If you hold your Notes through Clearstream Banking, S.A. or Euroclear Bank SA/NV, you must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream and Euroclear are indirect participants in the DTC system.

By tendering Notes pursuant to the Offers, the Holder will be deemed to have represented and warranted that such Holder has full power and authority to tender, sell, assign and transfer the Notes tendered thereby and that when such Notes are accepted for purchase and paid for by the Company, the Company will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and have a net long position equal to or greater than the aggregate principal amount of the Notes tendered and will cause such Notes to be delivered in accordance with the terms of the Offers. The Holder will also be deemed to have agreed to and, upon request, execute and deliver any additional documents deemed by the Information Agent and Tender Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby.

You must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC to tender your Notes.

General

We will not be required to pay for Notes tendered pursuant to any of the Offers unless those Notes are validly tendered, not validly withdrawn and accepted by us for purchase. We will have the right to decide whether a tender or withdrawal was made validly and our decision will be final. You should note the following with respect to each of the Offers:

- If we determine you have not validly tendered your Notes, or have not validly complied with the procedures to withdraw Notes previously tendered, you will have to correct the problem in the time period we determine.

- Neither we nor the Information Agent and Tender Agent is under any obligation to advise you of any defect in your tender or withdrawal.

- We have the right, in our sole discretion, to waive any defect in the tender or withdrawal of Notes, and we may waive a defect with respect to one Holder and not another.

If we determine you have not validly tendered your Notes and we determine not to waive such defective tender, they will be returned to you at our expense via a credit to the appropriate DTC account promptly following the Expiration Date or the termination of any of the Offers.

No Guaranteed Delivery

There are no guaranteed delivery provisions provided for by the Company in connection with the Offers under the terms of this Offer to Purchase or any other related documents. Holders must tender their Notes in accordance with the procedures set forth above.

No Letter of Transmittal

There will be no letter of transmittal in connection with the Offers. Holders should follow the instructions set forth herein under "—Book-Entry Delivery of the Notes; Tender through ATOP" in order to validly tender their Notes.

WITHDRAWAL OF TENDERS

Tendered Notes may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but may not thereafter be validly withdrawn, unless otherwise required by applicable law. However, tendered Notes may be validly withdrawn at any time after the 60th business day after commencement of the applicable Offer if for any reason such Offer has not been consummated within 60 business days after commencement of such Offer. Except as otherwise provided herein, tenders of Notes pursuant to an Offer are irrevocable. Withdrawal of Notes may only be accomplished in accordance with the following procedures.

For a withdrawal of a tender of Notes to be effective, a notice of withdrawal in the form of a "Request Message" transmitted through ATOP must be received by the Information Agent and Tender Agent at or prior to the Withdrawal Deadline. Any such notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Notes and otherwise comply with the ATOP procedures. Any Notes validly withdrawn will be deemed to be not validly tendered for purposes of the applicable Offers.

If you withdraw Notes, you will have the right to re-tender them at or prior to the Expiration Date in accordance with the procedures described above for tendering outstanding Notes.

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal of tenders will be determined by us, in our sole discretion (whose determination shall be final and binding). None of the Company, the Dealer Managers, the Information Agent and Tender Agent, the Trustee nor any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal of tenders, or incur any liability for failure to give any such notification.

CONDITIONS OF THE OFFERS

Notwithstanding any other provisions of the applicable Offers, we will not be required to accept for purchase or to pay for Notes validly tendered pursuant to any of the Offers, and may terminate, amend or extend any such Offer or delay or refrain from accepting for purchase, or paying for, the Notes, if any of the following General Conditions shall not have been satisfied (or shall not have been waived by us in our sole discretion, subject to applicable law). The General Conditions shall be applied separately to each Offer, and the failure of any General Condition with respect to one Offer shall not, by itself, entitle us to terminate any other Offer.

For purposes of the foregoing provision, all of the "General Conditions" shall be deemed to be satisfied on the Expiration Date unless any of the following conditions shall occur (or shall not have been waived by us in our sole discretion, subject to applicable law) after the date of this Offer to Purchase and prior to the Expiration Date:

(a) we shall have determined that the acceptance for payment of, or payment for, some or all of the Notes pursuant to such Offer would violate, conflict with or constitute a breach of or default under any order, statute, law, rule, regulation, executive order, decree or judgment of any court, or the terms of any contract or agreement, to which we may be bound or subject;

(b) there shall have occurred any attack on or incidences of terrorism involving the United States, any outbreak or escalation of hostilities directly or indirectly involving the United States, any military action or commencement or declaration of war by or directly or indirectly involving the United States, the declaration of a national emergency or any other calamity, emergency or crisis directly or indirectly involving the United States, any material adverse change in economic conditions in or the financial markets of the United States or elsewhere or any change or development involving a prospective change in national or international political, financial or economic conditions;

(c) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or the NASDAQ Stock Market or in the over-the-counter market, (ii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (iii) a material change in U.S. currency exchange rates or a general suspension of or material limitation on the markets therefor, (iv) any limitation (whether or not mandatory) by any federal or state authority on, or any other event which might materially affect, the extension of credit by banks or other financial institutions, (v) any adverse change in the price of the Notes or the U.S. securities or financial markets, (vi) a material impairment in the trading market for debt securities, (vii) a pandemic or a commencement of a war, armed hostilities, terrorist acts or other national or international calamity directly or indirectly involving the United States or (viii) in the case of any of the foregoing existing at the date hereof, a material acceleration or worsening thereof;

(d) there shall have been instituted or be pending before any court, agency, authority or other tribunal any action, suit or proceeding by any government or governmental, regulatory or administrative agency or authority or by any other person, domestic or foreign, or any judgment, order or injunction entered, enforced or deemed applicable by any such court, authority, agency or tribunal, which (i) challenges or seeks to make illegal, or to delay or otherwise directly or indirectly to restrain, prohibit or otherwise adversely affect the making of such Offer or the acquisition of Notes pursuant to such Offer or is otherwise related in any material manner to, or otherwise affects, such Offer or (ii) could, in our reasonable judgment, materially affect the business, condition (financial or other), assets, income, operations or prospects of us and our subsidiaries, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of the business of us and our subsidiaries, taken as a whole, or materially impair the contemplated benefits to us of such Offer;

(e) there shall have been any action threatened or taken, or any approval withheld, or any statute, rule or regulation invoked, proposed, sought, promulgated, enacted, entered, amended, enforced or deemed to be applicable to such Offer or us or any of our subsidiaries, by any government or governmental, regulatory or administrative authority or agency or tribunal, domestic or foreign, which, in our reasonable judgment, would or might, directly or indirectly, result in any of the consequences referred to in clause (i) or (ii) of paragraph (d) above;

(f) there shall be any change or changes that have occurred or are threatened in the business, condition (financial or other), assets, income, operations, prospects, policies, or debt or stock ownership of us or our subsidiaries

that, in our reasonable judgment, is or could be material to us or our subsidiaries or otherwise make it inadvisable to proceed with the purchase of the Notes pursuant to such Offer; and

(g) the trustee under the applicable Indenture shall have objected in any respect to or taken action that could, in the Company's reasonable judgment, adversely affect the completion of such Offer or shall have taken any action that challenges the validity or effectiveness of the procedures used by the Company in the making of such Offer or the acceptance of some or all of the Notes pursuant to such Offer.

The General Conditions are for our sole benefit, and the failure of any such condition to be satisfied may be asserted by us regardless of the circumstances, including any action or inaction by us, giving rise to any such failure, and any such failure may be waived by us in whole or in part at any time and from time to time in our sole discretion, subject to applicable law.

If any of such conditions shall not have been satisfied with respect to any Offer, subject to the termination rights as described above, we may (1) return Notes tendered thereunder to the Holders who tendered them, (2) extend such Offer and retain all Notes tendered thereunder until the expiration of such extended Offers, or (3) amend such Offer in any respect by giving written notice of such amendment to the Information Agent and Tender Agent and as otherwise required by applicable law. If we make a material change in the terms of any of the Offers or the information concerning any of the Offers or waive a material condition of any of the Offers, we will, to the extent required by law, will announce such change no later than 9:00 a.m. New York City time on the second business day before the Expiration Date, or, in the case of a change in the applicable Consideration for any Series of Notes or the percentage of Notes sought, the third business day before the Expiration Date. In addition, we may, if we deem appropriate, extend the applicable Offers for any other reason. We also reserve the right at any time to waive satisfaction of any or all conditions to any of the Offers, subject to applicable law. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time. See "The Offers—Expiration Date; Extension; Amendment; Termination."

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

This section summarizes certain U.S. federal income tax considerations relating to the Offers. This summary does not provide a complete analysis of all potential tax considerations. The information provided below is based on the Internal Revenue Code of 1986, as amended (referred to herein as the "*Code*"), Treasury regulations issued under the Code, judicial authority and administrative rulings and practice, all as of the date hereof and all of which are subject to change or different interpretations, possibly on a retroactive basis. As a result, the tax considerations of the Offers could differ from those described below. This summary deals only with persons that hold the Notes as "capital assets" within the meaning of Section 1221 of the Code. This summary is general in nature and does not purport to deal with all aspects of U.S. federal income taxation that might be relevant to particular holders in light of their personal investment circumstances or status, nor does it address tax considerations applicable to persons in special tax situations, such as banks or other financial institutions, individual retirement and other tax deferred accounts, insurance companies, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes (or investors in such entities), regulated investment companies, real estate investment trusts, tax-exempt investors, broker-dealers, dealers or traders in securities and currencies, U.S. expatriates, governments and their controlled entities, persons subject to the personal holding company rules, persons holding Notes as a position in a "straddle," "hedge," "conversion transaction," or other integrated transaction for tax purposes, controlled foreign corporations, corporations that accumulate earnings to avoid U.S. federal income tax, taxpayers subject to the anti-inversion rules, passive foreign investment companies, non-U.S. trusts and estates that have U.S. beneficiaries, persons subject to the alternative minimum tax, persons subject to special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account in an applicable financial statement (as defined in section 451 of the Code), persons subject to the base erosion and anti-abuse tax, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, or U.S. Holders that hold Notes through non-U.S. brokers or other non-U.S. intermediaries. Further, this discussion does not address the consequences under any U.S. federal tax laws other than U.S. federal income tax laws (such as the Medicare tax on certain investment income and U.S. federal estate and gift tax laws) or the tax laws of any state, local or any non-U.S. jurisdiction, or any consequences that may result pursuant to Treasury regulations promulgated under Section 385 of the Code with respect to any holder that is considered related to Charter for purposes of such regulations. We will not seek a ruling from the Internal Revenue Service (the "*IRS*") with respect to any of the matters discussed herein and there can be no assurance that the IRS will not challenge one or more of the tax consequences described herein.

As used herein, a "*U.S. Holder*" is a beneficial owner of Notes that is, for U.S. federal income tax purposes:

- an individual that is a citizen or resident of the United States,
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia,
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or
- a trust, if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more "United States persons" within the meaning of Section 7701(a)(30) of the Code (a "*U.S. Person*") have the authority to control all substantial decisions of the trust or (ii) it has a valid election in effect under applicable Treasury regulations to treat such trust as a domestic trust.

As used herein, the term "*Non-U.S. Holder*" means a beneficial owner of Notes that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust and is not a U.S. Holder.

If any entity treated as a partnership for U.S. federal income tax purposes is a beneficial owner of Notes, the treatment of a partner in the partnership generally will depend upon the status of the partner and upon the activities of the partner and the partnership. Partnerships and partners in partnerships holding Notes should consult their own tax advisors about the U.S. federal income tax consequences of the Offers.

The U.S. federal income tax discussion set forth herein is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their own tax advisors with

respect to the tax consequences to them of the sale of Notes pursuant to the Offers, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in U.S. federal or other tax laws.

Treatment of Tendering U.S. Holders

Sale of the Notes. Subject to "—Accrued Interest" and "—Market Discount" below, upon the sale of a Note pursuant to the applicable Offer, a U.S. Holder generally will recognize gain or loss equal to the difference between (i) the amount realized on the disposition and (ii) the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis generally will be equal to the holder's initial tax basis in the Notes (which generally will equal the cost of the Note to the U.S. Holder), decreased by any bond premium previously amortized with respect to such Note or increased by any market discount included in income with respect to such Note. A U.S. Holder's gain or loss generally will constitute capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held such Note for longer than one year. Non-corporate taxpayers generally are subject to a reduced U.S. federal income tax rate on net long-term capital gains. The deductibility of capital losses is subject to certain limitations. U.S. Holders should consult their own tax advisors as to deductibility of capital losses in their particular circumstances.

Accrued Interest. Amounts received by a U.S. Holder upon the sale of a Note that are attributable to accrued and unpaid interest will be taxable to the U.S. Holder as ordinary interest income, to the extent that such interest has not been previously included in income by the U.S. Holder.

Market Discount. Any gain recognized by a tendering U.S. Holder will be treated as ordinary income to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. Holder held the tendered Notes, unless the U.S. Holder previously made an election to include market discount in income as it accrued. A Note generally will be treated as having market discount if the stated principal amount of the Note at the time that the U.S. Holder acquired the Note exceeded the U.S. Holder's basis in that Note by more than a statutorily defined de minimis amount. Market discount accrues on a ratable basis, unless the U.S. Holder has elected to accrue market discount using a constant yield method.

Backup Withholding and Information Reporting. In general, a U.S. Holder will be subject to backup withholding at the applicable tax rate (currently at a rate of 24%) with respect to the payment of gross proceeds from the sale of a Note pursuant to the applicable Offer, unless the holder (i) is an entity that is exempt from backup withholding (generally including corporations, tax-exempt organizations and certain qualified nominees) and, when required, provides appropriate documentation to that effect or (ii) provides the applicable withholding agent with its social security or other taxpayer identification number ("*TIN*") within a reasonable time after a request therefor, certifies that the TIN provided is correct and that the holder has not been notified by the IRS that it is subject to backup withholding due to a prior underreporting of interest or dividends, and otherwise complies with applicable requirements of the backup withholding rules. A U.S. Holder who does not provide the applicable withholding agent with its correct TIN may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against such holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the required information is timely furnished to the IRS. The applicable withholding agent will report to the U.S. Holders and the IRS the amount of any "reportable payments" and any amounts withheld with respect to the Notes as required by the Code and applicable Treasury regulations.

Treatment of Tendering Non-U.S. Holders

Sale of the Notes. Subject to the discussion under "—Accrued Interest", "—Information Reporting and Backup Withholding" and "—Foreign Account Tax Compliance Withholding" below, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized on the sale of a Note pursuant to an applicable Offer unless:

- the gain is effectively connected with the conduct of a trade or business within the United States by the Non-U.S. Holder, or

- in the case of a Non-U.S. Holder who is a nonresident alien individual, such holder is present in the United States for 183 or more days in the taxable year and certain other requirements are met.

If a Non-U.S. Holder falls under the first of these exceptions, unless an applicable income tax treaty provides otherwise, the holder will be taxed on the gain derived from the disposition of the Notes on a net income basis generally in the same manner as a U.S. Holder and, if the Non-U.S. Holder is a foreign corporation, it may also be subject to a branch profits tax at a 30% rate, or, if applicable, a lower treaty rate, on its effectively connected earnings and profits (subject to adjustments).

If an individual Non-U.S. Holder falls under the second of these exceptions, the holder generally will be subject to U.S. federal income tax at a rate of 30% (unless a lower applicable treaty rate applies) on the amount by which the gain derived from the disposition from sources within the United States exceeds certain of such holder's capital losses allocable to sources within the United States.

Accrued Interest. Subject to the discussion under "—Information Reporting and Backup Withholding" and "—Foreign Account Tax Compliance Withholding" below, amounts paid pursuant to the Offers that are allocable to accrued and unpaid interest on the Notes that is not effectively connected with a U.S. trade or business carried on by the non-U.S. Holder should qualify for the so-called "portfolio interest exemption" and therefore should not be subject to U.S. federal income tax or withholding, provided that:

1. the Non-U.S. Holder is not a "10-percent shareholder" (as defined in Section 871(h)(3)(B) of the Code) of the Company, actually or constructively pursuant to the rules of Section 871(h)(3)(C) of the Code;

2. the Non-U.S. Holder is not a "controlled foreign corporation" (as defined in Section 881(c)(3)(C) of the Code) related to the Company actually or constructively through the ownership rules under Section 864(d)(4) of the Code;

3. the Non-U.S. Holder is not a "bank" (within the meaning of Section 881(c)(3)(A) of the Code) receiving interest on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and

4. the beneficial owner satisfies the certification requirements set forth in Section 871(h) or 881(c), as applicable, of the Code and the Treasury regulations issued thereunder by giving the applicable withholding agent an appropriate IRS Form W-8 (or a suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed establishing its status as a Non-U.S. Holder or by other means prescribed by applicable Treasury regulations.

If any of these conditions is not met, an amount attributable to accrued but unpaid interest on the Notes paid to a Non-U.S. Holder that is not effectively connected with a U.S. trade or business carried on by the Non-U.S. Holder generally will be subject to federal withholding tax at a 30% rate unless an applicable income tax treaty reduces or eliminates such tax, and the Non-U.S. Holder claims the benefit of that treaty by providing an IRS Form W-8BEN or W-8BEN-E, as applicable (or a suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed.

If an amount attributable to accrued but unpaid interest on the Notes is effectively connected with a U.S. trade or business carried on by the Non-U.S. Holder ("*ECI*"), then, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder will be required to pay U.S. federal income tax on that interest on a net income basis generally in the same manner as a U.S. Holder (and the 30% withholding tax described above will not apply, provided the appropriate statement is provided to the applicable withholding agent). If a Non-U.S. Holder is eligible for the benefits of any income tax treaty between the United States and its country of residence, any interest income that is ECI will be subject to U.S. federal income tax in the manner specified by the treaty if the Non-U.S. Holder claims the benefit of the treaty by providing an IRS Form W-8BEN or W-8BEN-E, as applicable (or a suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed. In addition, a corporate Non-U.S. Holder may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate, or, if applicable, a lower treaty rate, on its effectively connected earnings and profits (subject to adjustments).

Information Reporting and Backup Withholding. Amounts attributable to accrued but unpaid interest paid to a Non-U.S. Holder on a Note, and amounts withheld from such payments, if any, generally will be required to be

reported to the IRS and to such holder. The IRS may make this information available under the provisions of an applicable income tax treaty to the tax authorities in the country in which the Non-U.S. Holder is resident.

Backup withholding generally will not apply to payments of interest on the Notes if a holder certifies its status as a Non-U.S. Holder under penalties of perjury or otherwise establishes an exemption. The payment of the proceeds of the disposition of Notes to or through the U.S. office of a U.S. or foreign broker will be subject to backup withholding (currently at a rate of 24%) and information reporting unless the Non-U.S. Holder provides the certification described above or otherwise establishes an exemption.

If the proceeds are paid to or through a non-U.S. office of a broker that is a U.S. person or a broker that is not a U.S. person but has certain specified connection to the United States, a Non-U.S. Holder generally will be subject to information reporting (but generally not backup withholding) unless the Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. Person (usually on an applicable properly completed IRS Form W-8BEN or W-8BEN-E) or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld from a payment to a holder under the backup withholding rules will be allowed as a credit against such holder's U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided such holder timely furnishes the required information to the IRS. Non-U.S. Holders should consult their tax advisors regarding the application of the backup withholding rules in their particular circumstances and the availability of, and procedure for, obtaining an exemption from backup withholding under current U.S. Treasury regulations.

Foreign Account Tax Compliance Withholding

Sections 1471 through 1474 of the Code, commonly known as the Foreign Account Tax Compliance Act ("*FATCA*"), may impose a U.S. federal withholding tax of 30% on amounts attributable to accrued but unpaid interest paid on the Notes to (i) a foreign financial institution (as the beneficial owner or as an intermediary for the beneficial owner), unless such institution enters into an agreement with the U.S. government to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which would include certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners) and to withhold certain amounts, and (ii) a foreign entity that is not a financial institution (as the beneficial owner or as an intermediary for the beneficial owner), unless such entity provides the withholding agent with a certification identifying the substantial U.S. owners of the entity, which generally includes any U.S. Person who directly or indirectly owns more than 10% of the entity, or certifies that it does not have any substantial U.S. owners. The FATCA withholding rules were initially also applicable to gross proceeds from a sale, retirement, redemption or other disposition of debt instruments, such as the Notes. However, proposed Treasury regulations, which state that taxpayers may rely on the proposed regulations until final regulations are issued, provide that this withholding tax will not apply to gross proceeds from a sale or other disposition of the Notes. Nonetheless, there can be no assurance that a similar rule will not go into effect in the future. Each holder should consult its own tax advisor regarding the possible impact of FATCA withholding rules on such holder.

An intergovernmental agreement between the U.S. and the applicable foreign country, or future Treasury regulations or other guidance, may modify these requirements. In many cases, Non-U.S. Holders may be able to indicate their exemption from, or compliance with, FATCA by providing a properly completed Form W-8BEN or W-8BEN-E, as applicable (or a suitable substitute or successor form or such other form as the IRS may prescribe) to the applicable withholding agent certifying as to such status under FATCA; however, it is possible that additional information and diligence requirements will apply in order for a holder to establish an exemption from withholding under FATCA to the applicable withholding agent.

Holders should consult their own tax advisors regarding the implications of FATCA on the Offers.

Treatment of Non-Tendering Holders

A U.S. or Non-U.S. Holder that does not tender its Notes will not recognize gain or loss for U.S. federal income tax purposes and such Holder will continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the retained Notes.

THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO PARTICULAR HOLDERS OF NOTES IN LIGHT OF THEIR CIRCUMSTANCES. HOLDERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE OFFERS, INCLUDING THE EFFECT OF ANY FEDERAL, STATE, LOCAL, FOREIGN OR OTHER TAX LAWS.

THE DEALER MANAGERS, THE INFORMATION AGENT AND TENDER AGENT

The Dealer Managers

BofA Securities, Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC have been retained as Joint-Lead Dealer Managers in connection with the Offers and we may appoint additional Dealer Managers in connection with the Offers. In this capacity, the Dealer Managers and their respective affiliates may contact Holders or beneficial owners of the Notes regarding the Offers and may ask brokers, dealers, commercial banks and others to mail this document and other materials to beneficial owners of the Notes.

At any given time, the Dealer Managers or their affiliates may trade the Notes or any other securities of ours or our affiliates for their own accounts, or for the accounts of their customers, and accordingly, may hold a long or short position in the Notes or those other securities. To the extent that the Dealer Managers or their affiliates hold any Notes during the Offers, they may tender such Notes pursuant to the terms of the applicable Offers.

We have agreed to pay the Dealer Managers a fee for their services as dealer managers in connection with the Offers. In addition, we have agreed to reimburse the reasonable expenses that the Dealer Managers may incur as Dealer Managers, and we have also agreed to indemnify the Dealer Managers and their affiliates for liabilities they may incur as a result of the Dealer Managers acting as dealer managers, including liabilities to which they may be subject under securities laws.

The Dealer Managers and their affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Dealer Managers and their affiliates have engaged in other transactions with, and from time to time have provided investment or commercial banking, financial advisory and general financing services for, us in the ordinary course of their respective businesses, for which they have received customary fees, commissions and reimbursements of expenses. The Dealer Managers and their affiliates may also engage in transactions or perform such services for us in the future. Any Holder that has questions concerning the terms of any of the Offers may contact the Joint-Lead Dealer Managers at the addresses and telephone numbers set forth on the back cover of this Offer to Purchase.

The Information Agent and Tender Agent

D.F. King & Co., Inc. is acting as the Information Agent and Tender Agent for each of the Offers. All deliveries, correspondence and questions sent or presented to the Information Agent and Tender Agent relating to any of the Offers should be directed to its address or telephone numbers set forth on the back cover of this Offer to Purchase.

We will pay the Information Agent and Tender Agent reasonable and customary compensation for its services in connection with the Offers, plus reimbursement for out-of-pocket expenses. We will indemnify the Information Agent and Tender Agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase should be directed to the Information Agent and Tender Agent at its address and telephone number set forth on the back cover of this Offer to Purchase.

FEES AND EXPENSES

Tendering Holders of Notes purchased pursuant to the Offers will not be obligated to pay brokerage commissions or fees to the Dealer Managers, the Information Agent and Tender Agent, or the Company or to pay transfer taxes with respect to the purchase of their Notes pursuant to the Offers. If, however, (i) the applicable Consideration is to be paid to, or deliveries of certificates for Notes for principal amounts not tendered or not accepted for purchase are registered or issued in the name of any person other than the Holder of Notes tendered thereby, or (ii) a transfer tax is imposed for any reason other than the transfer and sale of Notes to the Company, the amount of any transfer taxes (whether imposed on the Holder or such other person) payable on account of the transfer to such person will be deducted from the applicable Consideration unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted. The Company will pay all other charges and expenses in connection with the Offers. See "The Dealer Managers, the Information Agent and Tender Agent."

Brokers, dealers, commercial banks and trust companies will be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding material to their customers. We will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Managers and the Information Agent and Tender Agent) in connection with the solicitation of tenders of Notes pursuant to the Offers.

MISCELLANEOUS

In connection with the Offers, our directors and officers may solicit tenders by use of the mails, personally or by telephone, facsimile, electronic communication or other similar methods. These directors and officers will not be specifically compensated for these services. We will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

The Offers are being made to all Holders. The Company is not aware of any jurisdiction in which any of the Offers are not in compliance with applicable law. If the Company becomes aware of any jurisdiction in which the Offers would not be in compliance with applicable law, the Company will make a good faith effort to comply with any such law. If, after such good faith effort, the Company cannot comply with any such law, the applicable Offers will not be made to (nor will tenders of Notes be accepted from or on behalf of) the owners of Notes residing in such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of the Company that is not contained in this Offer to Purchase and, if given or made, such information or representation should not be relied upon.

Neither the Company, the Dealer Managers, the Information Agent and Tender Agent nor any of their respective affiliates makes any representation to any Holder as to whether or not to tender Notes. Holders must make their own decision as to whether to tender Notes.

CHARTER COMMUNICATIONS OPERATING, LLC and

CHARTER COMMUNICATIONS OPERATING CAPITAL CORP.

November 10, 2026

SCHEDULE A

Formula for Determining the Applicable Consideration and Accrued Interest

YLD	=	The Tender Offer Yield for the Notes being priced (expressed as a decimal number). The Tender Offer Yield is the sum of the Reference Yield (as defined in this Offer to Purchase) and the Fixed Spread (as set forth on the front cover of this Offer to Purchase).
CFi	=	The aggregate amount of cash per $1,000 in principal amount of each Series of Notes scheduled to be paid on the Notes being priced on the "ith" out of the N remaining cash payment dates for such Notes, assuming for this purpose that such Notes are redeemed on the par call date or maturity date (as applicable). The application of the par call date will be in accordance with standard market practice.
CPN	=	The contractual annual rate of interest payable on a Note expressed as a decimal number.
N	=	The number of remaining cash payment dates for the Notes being priced from but excluding the applicable Settlement Date to and including the par call date or maturity date, as applicable. The application of the par call date will be in accordance with standard market practice.
S	=	The number of days from and including the semi-annual interest payment date immediately preceding the applicable Settlement Date up to, but excluding, such Settlement Date. The number of days is computed using the 30/360 day-count method.
/	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any addition or subtraction operations are performed.
exp	=	Exponentiate. The term to the left of the exponentiation symbol is raised to the power indicated by the term to the right of the exponentiation symbol.
Di	=	The number of days from and including the applicable Settlement Date to but excluding the "ith" out of the N remaining cash payment dates for the Notes being priced. The number of days is computed using the 30/360 day-count method in accordance with market convention.
$\sum_{i=1}^{N}$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated "N" times (substituting for "i" in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Accrued Interest	=	$1,000(CPN/2) (S/180).
Consideration	=	The price per $1,000 in principal amount of each Series of Notes being priced (excluding Accrued Interest). A tendering Holder will receive a total amount per $1,000 principal amount of each such Series of Notes accepted for purchase (rounded to the nearest cent) equal to the Consideration plus accrued and unpaid interest.

$$\sum_{i=1}^{N} \left[\frac{CFi}{(1 + YLD/2)\exp(Di/180)} \right] - \text{Accrued Interest}$$

NOTE: For the avoidance of doubt, for the Notes that have par call dates, if the applicable Tender Offer Yield as determined in accordance with this Offer to Purchase is less than the contractual annual rate of interest, then such Consideration will be calculated based on the par call date; if the applicable Tender Offer Yield as determined in accordance with this Offer to Purchase is higher than or equal to the contractual annual rate of interest, then such Consideration will be calculated based on the maturity date.

The Information Agent and Tender Agent for the Offers is:

D.F. King & Co., Inc.
28 Liberty Street, 53rd Floor
New York, New York 10005
Banks and Brokers call: (212) 993-7540
Toll free: (866) 416-0577
Email: Charter@dfking.com

By Mail:	*By Overnight Courier:*	*By Hand:*
28 Liberty Street, 53rd Floor New York, New York 10005	28 Liberty Street, 53rd Floor New York, New York 10005	28 Liberty Street, 53rd Floor New York, New York 10005

The Joint-Lead Dealer Managers for the Offers are:

BofA Securities, Inc.	**J.P. Morgan Securities LLC**	**Morgan Stanley & Co. LLC**
620 S. Tryon Street, 20th Floor Charlotte, North Carolina 28255 Attention: Liability Management Collect: +1 (980) 387-3907 Toll Free: +1 (888) 292-0070 Email: debt_advisory@bofa.com	270 Park Ave New York, New York 10017 Attention: Liability Management Group Collect: (212) 834-4087 Toll-Free: (866) 834-4666	1585 Broadway, 6th Floor New York, NY 10036 Attn: Liability Management Group Collect: (212) 761-1057 Toll-Free: (800) 624-1808 Email: LMNY@morganstanley.com

Any questions regarding the terms of any of the Offers may be directed to the Joint-Lead Dealer Managers. Requests for additional copies of documentation related to any of the Offers, requests for copies of the Indentures and any questions or requests for assistance in tendering may be directed to the Information Agent and Tender Agent. Any requests for additional copies of this Offer to Purchase may be directed to the Information Agent and Tender Agent. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning any of the Offers.

This Offer to Purchase can also be accessed at the following website: www.dfking.com/Charter.