

Exhibit A

**In re Charter Communications, Inc., et al
Objections/Responses to Disclosure Statement**

| | Objecting Party | Docket No. | Basis For Objection | Status of Objection/Debtors' Response |
|----|---|-------------------|---|---|
| 1. | Law Debenture Trust Company of New York (the " <u>Indenture Trustee</u> ") | 249 | <p>(a) The Disclosure Statement lacks adequate information regarding intercompany claims</p> <p>(b) The Disclosure Statement lacks adequate information regarding the Debtors' Purported Settlement with the Allen Entities</p> <p>(c) The Disclosure Statement lacks adequate information regarding the impact of certain tax issues on claims and recoveries</p> <p>(d) The voting procedures cannot affect substantive rights that should be resolved on a full evidentiary record</p> | <p>Resolved by inclusion of agreed language on pages 33 and 34 of the Disclosure Statement</p> <p>Resolved by inclusion of agreed language on pages 26 through 28 of the Disclosure Statement.</p> <p>Resolved by inclusion of language on page 28 of the Disclosure Statement</p> <p>If the Debtors understand the Indenture Trustee's concern correctly, this is an objection properly addressed at the Confirmation Hearing and will be done so at that time and the Debtors will do so at that time</p> |
| 2. | United States Trustee (" <u>U.S. Trustee</u> ") | 231 | <p>(a) The U.S. Trustee objects on grounds that the Disclosure Statement does not meet the standards of containing "adequate information" set forth in section 1125(a) of the Bankruptcy Code in that there is a lack of justification for the broad Non-Debtor Release provision contained therein.</p> <p>(b) The Plan fails to include the appropriate language carving out Government claims from the proposed releases.</p> | <p>Resolved by inclusion of agreed language on pages 96 and 97 of the Disclosure Statement</p> <p>Resolved by inclusion of agreed language on page 97 of the Disclosure Statement</p> |
| 3. | JPMorgan Chase Bank, N.A., as the administrative agent under that certain \$8,000,000,000 amended and restated credit agreement (" <u>JPM</u> "). | 254 | <p>(a) JPM seeks to supplement the Disclosure Statement with information which adequately describes JPM's views of (a) the issues raised in the complaint filed by JPM before the Court in which JPM alleged that multiple events of default had occurred under the CCO Credit Facility, and (b) confirmation and potential post</p> | <p>Resolved by inclusion of JPM's proposed language on pages 68 through 71 of the Disclosure Statement</p> |

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| | | | confirmation issues raised by the Plan | |
| 4. | An unofficial committee of unaffiliated lenders collectively holding approximately \$2.0 billion of indebtedness (the " <u>First Lien Lender Group</u> ") | 248 | <p>(a) The Court should not approve the Disclosure Statement because there is a substantial risk that the Plan is not confirmable</p> <p>(b) The Court should defer consideration of the Motion pending a determination as to the Debtors' ability to reinstate the CCO Credit Facility</p> <p>(c) The Court should not approve the Disclosure Statement because it contains inadequate information of the risk that the Plan is not capable of being confirmed.</p> | Resolved by inclusion of proposed language on page 68 through 71 of the Disclosure Statement |
| 5. | Wells Fargo Bank, N.A., as Successor Administrative Agent and Collateral Agent (the " <u>Third Lien Agent</u> ") | 222 | <p>(a) The Third Lien Agent objects on grounds that the Disclosure Statement does not adequately apprise creditors of the risks and obstacles presented by the reinstatement scheme.</p> <p>(b) The director appointment scheme set forth in the Plan reflects an arrangement among the members of the Crossover Committee to appoint a majority of the board. By entering into this arrangement, the members of the Crossover Committee are collectively acting as a "group" within the meaning of the Exchange Act (and thus the Third Lien Credit Agreement), and the existence of this group will trigger a</p> | <p>Resolved by adding language to the Disclosure Statement on the page numbers listed below</p> <p>Resolved by inclusion of agreed language on page 57 of the Disclosure Statement</p> |

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| | | | <p>Change of Control on or prior to the effective date of the Plan.</p> <p>(c) The Disclosure Statement fails to address the existence of potential defaults arising under certain cross-default provisions linked to other debt instruments.</p> <p>(d) The Disclosure Statement fails to alert creditors to the implications of the third party releases provided for under the Plan.</p> | <p>Resolved by inclusion of agreed language on page 71 of the Disclosure Statement</p> <p>Resolved by inclusion of agreed language on pages 96 and 97 of the Disclosure Statement</p> |
| 6. | Philip Powers, Marc Goodell, Chad Werth, Ross Blakely, and Dominick Tucker, on Behalf of Themselves and a Class of Similarly Situated Employees and Former Employees of Charter Communications, LLC and Charter Communications, Inc. (the " <u>Goodell Class Plaintiffs</u> ") | 244 | <p>(a) The Goodell Class Plaintiffs object on grounds that the Disclosure Statement does not contain "adequate information" in that it does not state the Debtors' intent with respect to the Goodell Litigation.</p> <p>(b) The Disclosure Statement creates ambiguity as to whether the Goodell Plaintiffs will be permitted to pursue their litigation following the implementation of the permanent injunction discussed in Article X.V of the Plan and, if their litigation is impacted by the permanent injunction, the Goodell Class Plaintiffs' claims may be impaired by the Plan, thus entitling them to vote.</p> | Resolved by inclusion of agreed language on page 74 of the Disclosure Statement |
| 7. | Rembrandt Technologies, L.P. and Rembrandt Technologies, LLC (" <u>Rembrandt</u> ") | 241 | <p>(a) Rembrandt objects on grounds that the Disclosure Statement does not contain "adequate information" in that it does not state the Debtors' intent with respect to the Rembrandt Patent Litigation.</p> <p>(b) The Plan places Rembrandt's claims in classes A-3 (General Unsecured Claims against CCI) and J-6 (General Unsecured Claims against CCO). The permanent injunction contained in Article X.F of the Plan contradicts the Debtors' position that Rembrandt is unimpaired because, if confirmed, the Plan will enjoin the Rembrandt Patent Litigation from proceeding.</p> | Intended to be resolved by inclusion of language to the Disclosure Statement stating that claims in classes A-3 and J-6 are entitled to vote to accept or reject the plan |

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| | | | (c) Unless the Plan explicitly provides for an unmodified continuation of the Rembrandt Patent Litigation, Rembrandt is, by definition, impaired and is entitled to vote to accept or reject the Plan. | |