

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 9, 2005**



**Charter Communications, Inc.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or Other Jurisdiction of Incorporation or Organization)*

**000-27927**

*(Commission File Number)*

**43-1857213**

*(I.R.S. Employer Identification Number)*

**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131**

*(Address of principal executive offices including zip code)*

**(314) 965-0555**

*(Registrant's telephone number, including area code)*

**Not Applicable**

*(Former name or former address, if changed since last report)*

**ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

On June 9, 2005, Charter Communications, Inc. ("Charter") adopted the 2005 Executive Cash Award Plan ("Plan"), to provide additional incentive to, and retain the services of, certain officers of Charter and its subsidiaries, to achieve the highest level of individual performance and contribute to the success of the Company. Eligible participants are employees of the Company or any of its subsidiaries, at the level of Vice President and above, who have been recommended by the CEO and designated and approved as Plan participants by the Compensation Committee of Charter's Board of Directors. At the time the Plan was adopted, the interim CEO recommended and the Compensation Committee designated and approved as Plan participants the permanent President and Chief Executive Officer position (when filled), Executive Vice President positions and selected Senior Vice President positions. The Plan is attached hereto as Exhibit 99.1.

The Plan provides that each participant be granted an award which represents an opportunity to receive cash payments in accordance with the Plan. An award will be credited in book entry format to a participant's account in an amount equal to 100% of a participant's base salary on the date of Plan approval in 2005 and 20% of participant's base salary in each year 2006 through 2009, based on that participant's base salary as of May 1 of the applicable year. The Plan awards will vest at the rate of 50% of the plan award balance at the end of 2007 and 100% of the plan award balance at the end of 2009. Participants will be entitled to receive payment of the vested portion of the award if the participant remains employed by the Company continuously from the date of participant's initial participation through the end of the calendar year in which his or her award becomes vested, subject to payment of pro-rated award balances to a participant who terminates due to death or disability or in the event the Company elects to terminate the Plan.

A participant's eligibility for, and right to receive, any payment under the Plan (except in the case of intervening death) is conditioned upon the participant first executing and delivering to the Company an agreement releasing and giving up all claims that participant may have against the Company and related parties arising out of or based upon any facts or conduct occurring prior to the payment date, and containing additional restrictions on post-employment use of confidential information, non-competition and non-solicitation and recruitment of customers and employees.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

Description

Exhibit  
Number

99.1 2005 Executive Cash Award Plan dated as of June 9, 2005.\*

\* filed herewith

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, Charter Communications, Inc. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

**CHARTER COMMUNICATIONS, INC.,**  
**Registrant**

Dated: June 15, 2005

By: /s/ Paul E. Martin  
Name: Paul E. Martin  
Title: Interim Chief Financial Officer,  
Senior Vice President and Controller  
(Principal Financial Officer and Principal Accounting Officer)

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**EXHIBIT INDEX**

Exhibit  
Number

Description

99.1 2005 Executive Cash Award Plan dated as of June 9, 2005.\*

\* filed herewith

# Charter Communications, Inc.

## 2005 Executive Cash Award Plan

June 2005

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### Charter Communications, Inc. 2005 Executive Cash Award Plan

#### Article 1. Establishment and Purpose.

The Compensation Committee of the Board of Directors of Charter Communications, Inc. hereby establishes the Charter Communications, Inc. 2005 Executive Cash Award Plan ("Plan") effective as of January 1, 2005, but adopted June 2005. The purpose of the Plan is to provide greater incentive to, and retain the services of, certain Board-designated officers of Charter Communications, Inc. and its subsidiaries and affiliates as now or hereinafter constituted to achieve the highest level of individual performance and contribute to the success of the Company.

#### Article 2. Eligibility.

Select Officers of the Company or any of its subsidiaries or affiliates, as recommended by the CEO and approved by the Committee, shall be eligible to participate in this Plan.

#### Article 3. Administration of the Plan.

The Committee shall have full responsibility and authority to interpret and administer the Plan, including the power to promulgate rules of Plan administration, the power to settle any disputes as to rights or benefits arising from the Plan, the power to appoint agents and delegate its duties, and the power to make such decisions or take such actions as the Committee, in its sole discretion, deems necessary or advisable to aid in the proper administration of the Plan. Actions and determinations by the Committee shall be final, binding, and conclusive for all purposes of the Plan.

#### Article 4. Participants.

As soon as feasible after the adoption of this Plan, the Committee shall designate from the eligible officers those who will participate in the Plan.

#### Article 5. Grants of Plan Awards.

Each individual selected as a Participant will be granted a Plan Award which represents an opportunity to receive cash payments in accordance with, and subject to the terms and conditions of, this Plan. For each Participant who is granted a Plan Award, a Plan Award Account will be established. A Participant's Plan Award Account will be credited in a book entry format with the following amounts as of May 1 of the applicable year, based upon a Participant's Base Salary as of May 1<sup>st</sup> of that year. For the year 2005, the credit will be made as soon as administratively practicable following approval of the Plan, and shall be based upon the Participant's Base Salary as of the time of Plan approval. Notwithstanding the provisions in this Section 5, in the event there is a Change in Control (defined below), no further credits shall be made according to the schedule set out below for any date occurring after the Change in Control (except to the extent provided for in Article 6).

Year	Amount Credited as of May 1 of the Year

2005	100% of Base Salary
2006	20% of Base Salary
2007	20% of Base Salary
2008	20% of Base Salary
2009	20% of Base Salary

**Article 6. Vesting and Payment(s) of Plan Awards.**

(a) A Participant will only be entitled to receive payment(s) of his or her Plan Award Account balance pursuant to the Participant's Plan Award if he or she remains employed by the Company continuously from the date of his or her initial participation through the end of the calendar year in which his or her Plan Award Account becomes vested, and only to the extent the Plan Award Account becomes vested, in accordance with the following schedule, with payment of such vested amount to be made within two and one-half months after the end of the applicable year after all conditions to payment are satisfied:

Year	Vested Portion of Balance of Plan Award Account as of Year End that is Vested and Shall be Paid Out
2005	0% of Plan Award Account Balance
2006	0% of Plan Award Account Balance
2007	50% of Plan Award Account Balance
2008	0% of Plan Award Account Balance
2009	100% of Plan Award Account Balance

(b) Notwithstanding the above schedule: should a Participant's employment terminate due to death or Disability, then the Participant shall be paid: (1) the balance of the Participant's Plan Award Account as of the end of the calendar year prior to the calendar year in which the Participant's employment terminated, and (2) a prorated portion of the amount to be credited to the Participant's Plan Award Account for the calendar year in which the Participant's employment terminated equal to the amount otherwise to be credited for that calendar year in accordance with Article 5, multiplied by a fraction, the numerator of which is the total number of months, full or partial, that the Participant was employed during the applicable year, and the denominator of which is twelve (12).

Except as provided above in the event of death or Disability, if a Participant's employment with the Company and its subsidiaries and affiliates terminates for any reason before the day on which all or a portion of the Participant's Plan Award Account becomes vested, the Participant shall forfeit the right to receive any amount that has not previously become vested in accordance with the schedule prescribed above.

**Article 7. Conditions To Payment, Nonalienation of Benefits.**

(a) A Participant's eligibility for, and right to receive, any payment from the Participant's Plan Award Account under this Plan (except in the event of the Participant's intervening death) is conditioned upon (1) the Participant first executing and delivering to Charter an agreement in form and substance satisfactory to Charter's counsel, effectively releasing and giving up all claims Executive may have against the Company (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date, and containing additional restrictions on post-employment use of confidential information, non-competition and non solicitation and recruitment of customers and employees which are the same as are contained in the standard form employment agreement for executive officers then used by the Company (or if no such agreement then exists, then the most recent form of employment agreement used by the Company for one or more executive officers containing any such restrictions). The agreement will be prepared by Charter, will be based upon the standard form (if any) then being utilized by Charter for executive separations when severance is being paid (with such additional restrictions as to use and disclosure of confidential information, non competition and non solicitation and recruitment of customers and employees, and will be provided to the Participant within ten (10) business days after the participant would be eligible to receive a payment. The agreement will require Executive, after his or her employment ever terminates, to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such

testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning the Company or any of its transactions or operations.; (2) the Participant executing and delivering the agreement identified in 7 (a)(1) above to Charter within twenty-one (21) days after delivery of the document (or such other time period as may be established for persons under the age of 40 or as may be required by applicable law), and all conditions to the effectiveness of that agreement and the releases contemplated thereby having been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(b) Neither Plan Awards nor any other right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same shall be void and shall not be recognized or given effect by the Company or the Committee.

### **Article 8. No Deferrals.**

No deferral of compensation (as defined under U.S. Internal Revenue Code Section 409A or guidance thereto) is intended under this Plan.

### **Article 9. Funding.**

No promises made under this Plan shall be secured by any specific assets of the Company, nor shall any assets of the Company be designated as attributable or allocated to the satisfaction of such promises. Payments under this Plan shall be made from the Company's general assets.

### **Article 10. Non-exclusivity Of This Plan.**

The adoption of this Plan shall not be construed as creating any limitations on the power of the Board or Committee to adopt such other compensation arrangements as it may deem desirable for any Participant.

### **Article 11. No Employment Rights.**

The adoption of this Plan, and designating any employee as a Participant, shall not be construed as granting a Participant any right to employment for any specific period of time.

### **Article 12. Amendment, Suspension, or Termination of Plan.**

The Board or Committee may from time to time amend, suspend, or terminate the Plan, in whole or in part, except that (a) no such amendment, suspension, or termination shall materially adversely affect the rights of any Participant in respect of any Plan Award previously vested and not yet paid, and (b) if the Plan is terminated, then a Participant who is employed as of the time this termination occurs shall be paid, subject to the provisions of Article 7, an amount equal to (i) the amount the Participant would have been entitled to under the Plan if the Participant had been employed through December 31, 2009 (assuming that the Participant's Base Salary for purposes of the initial contribution is the Participant's Base Salary in effect as of the date the Participant first becomes included in the Plan, and that it would increase by 3.5% annually thereafter), multiplied by a fraction, the numerator of which is the number of full months between the effective date of the Plan and the date the Plan terminated, and the denominator of which is 60, less (ii) any payments previously made to the Participant under the Plan and any Plan Award vested but not yet paid under the Plan (but which otherwise is required to be paid notwithstanding termination of the Plan). This amount will be paid out in a lump sum within sixty (60) days after the Plan terminates and all conditions to payment specified in Article 7 are satisfied, but in no event later than two and one-half months after the end of the calendar year in which all the conditions to payment are satisfied..

### **Article 13. No Constraint on Corporate Action.**

Nothing in this Plan shall be construed to: (i) limit, impair, or otherwise affect the Company's right or power to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell, or transfer all or any part of its business or assets; or, (ii) limit the right or power of the Company to take any action which such entity deems to be necessary or appropriate.

### **Article 14. Governing Law, Effect, Forum.**

The Plan and each Plan Award shall be governed by the laws of the State of Missouri, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan to the substantive law of another jurisdiction. Recipients of a Plan Award under this Plan are deemed to submit to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Missouri (if federal jurisdiction exists) and the St. Louis County Circuit Court, to resolve any and all issues that may arise out of or relate to this Plan or any related Plan Award and to have waived any objection that any such federal or state court is not a proper or convenient forum. Payments received under this Plan will not constitute or be deemed compensation for purposes of any other benefit plan of the Company.

### **Article 15. Definitions.**

For purposes of this Plan, the following definitions will control:

- a. "Base Salary" means the salary of record paid to a Participant as an annual rate of salary, excluding amounts received under an annual incentive plan or other incentive or bonus plan or compensation, and excluding any amounts payable as benefits.
- b. "Board" means the Board of Directors of Charter.
- c. "Committee" means the Compensation Committee of the Board or a subcommittee thereof, or any other committee designated by the Board to administer this Plan. The members of the Committee shall be appointed from time to time by and shall serve at the discretion of the Board. If the Committee does not exist or cannot function for any reason, the Board may take any action under the Plan that would otherwise be the responsibility of the Committee.
- d. "Company" means Charter Communications, Inc., a Delaware corporation and its subsidiaries and affiliates as now or hereinafter constituted.
- e. "Charter" means Charter Communications, Inc., a Delaware corporation.
- f. "Disability" means such permanent physical or mental impairment as renders a person eligible to receive disability benefits under the long-term disability plan maintained by the Company, if the person is covered by such a plan; and if the person is not covered by such a plan, under the Social Security Act.
- g. "Distribution Date" shall have the meaning set out in Section 6 (c).
- h. "Participant" means any eligible officer or key employee selected by the Committee in its sole discretion to participate in the Plan pursuant to Article 4 and his or her personal representative and/or executor.
- i. "Plan" means the Charter Communications, Inc. 2005 Executive Cash Award Plan.
- j. "Plan Award" means an award granted to a Participant pursuant to Article 5.
- k. "Plan Award Account" means a book entry account maintained for each Participant in accordance with Article 5.

